



**DATED:** 30 NOVEMBER 2017

**MEMORANDUM OF UNDERSTANDING**

between

**ASHFIELD DISTRICT COUNCIL**

and

**MANSFIELD DISTRICT COUNCIL**

and

**NEWARK AND SHERWOOD DISTRICT COUNCIL**

## CONTENTS

---

### CLAUSE

1.	Background .....	1
2.	Key objectives of the Project ("Key Objectives") .....	2
3.	Principles of collaboration ("Principles") .....	2
4.	Project Governance.....	2
5.	Roles and responsibilities.....	4
6.	Escalation.....	5
7.	Term and termination .....	5
8.	Variation .....	5
9.	Charges and liabilities .....	5
10.	Confidentiality and freedom of information .....	6
11.	Data Protection.....	6
12.	Status .....	7
13.	Limitations .....	7
14.	Governing law and jurisdiction .....	7

### ANNEX

SCHEDULE A. THE PROJECT .....	10
SCHEDULE B. SPONSORS' BOARD TERMS OF REFERENCE.....	13
SCHEDULE C. CONTRIBUTIONS.....	15
SCHEDULE D. NOTTINGHAM OUTER HMA MAP.....	16
SCHEDULE E. NOTTINGHAM OUTER AND NOTTINGHAM CORE FUNCTIONAL ECONOMIC AREAS MAP.....	17

**THIS AGREEMENT** is dated 30<sup>th</sup> NOVEMBER 2017

**PARTIES**

- (1) Ashfield District Council of Urban Road, Kirkby in Ashfield, Nottinghamshire, NG17 8DA; ("**Authority One**" and/or "**ADC**")
  
- (2) Mansfield District Council of Civic Centre, Chesterfield Road, Mansfield, Nottinghamshire, NG19 7BH; ("**Authority Two**" and/or "**MDC**")
  
- (3) Newark and Sherwood District Council, Castle House, Great North Road, Newark, Nottinghamshire, NG24 1BY; ("**Authority Three**" and/or "**NSDC**")

Collectively known as the "**Authorities**".

**1. BACKGROUND**

- 1.1 The Authorities have agreed to work together to deliver the development requirements of the Nottingham Outer Housing Market Area and to ensure that the objectives of this agreement are delivered as detailed in Schedule A of the Annex to this Memorandum of Understanding ("**MoU**").
- 1.2 The Authorities wish to record the basis on which they will collaborate with each other. This MoU sets out:
  - (a) the key objectives of the Project;
  - (b) the principles of collaboration;
  - (c) the governance structures the Authorities will put in place; and
  - (d) the respective roles and responsibilities the Authorities will have during the Project.

**2. KEY OBJECTIVES OF THE PROJECT ("KEY OBJECTIVES")**

- 2.1 The Authorities shall undertake to achieve the key objectives set out in Schedule A of the Annex to this MoU.
- 2.2 The Authorities acknowledge that the current position with regard to the contributions already made (financial and otherwise) are as detailed in Schedule C in the Annex to this MoU.

**3. PRINCIPLES OF COLLABORATION (“PRINCIPLES”)**

The Authorities agree to adopt the following Principles when carrying out the Project:

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that all activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation. In particular the Authorities agree to comply with the requirements of the Information Sharing Protocol attached in Schedule B in the to this MOU;
- (g) act in a timely manner and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the Authorities agree to make the contributions detailed in Schedule D in the Annex of this MoU; and
- (j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

**4. PROJECT GOVERNANCE**

**4.1 Overview**

The governance structure defined below provides a structure for the development and delivery of the Project.

#### 4.2 **Guiding principles**

The following guiding principles are agreed. Governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making where possible and necessary; and
- (d) provide coherent, timely and efficient decision-making.

#### 4.3 **Member Agreement and Involvement**

(a) Each Authority will be responsible for seeking formal approval of the objectives, amendments and signing of agreements in relation to the Key Objectives of the MoU through their own formal decision making procedures.

(b) The Cabinet Member responsible for Planning or the appropriate Committee Chairman (or their representative) from each Authority shall sit on a Sponsors' Board to provide strategic member oversight and direction of the process.

#### 4.4 **Sponsors' Board Role**

- (a) The **Sponsors' Board** provides overall strategic oversight and direction to the delivery of the key objectives of the Project. This group will consist of:

**ADC:** Chief Executive

**ADC:** Deputy Leader

**MDC:** Mayor

**MDC:** Chief Executive

**NSDC:** Chief Executive

**NSDC:** Chairman Economic Development Committee.

- (b) The Sponsors' Board shall be managed in accordance with the terms of reference set out in Schedule B in the Annex to this MoU.

#### 4.5 **Project Board Role**

- (a) The Project Board will provide support to the Sponsor's Board at workstream level. It will provide assurance to the Sponsors' Board that the Key Objectives are being met and that the

Project is performing within the boundaries set by the Sponsors' Board.

- (b) The Project Board consists of representatives from each of the Authorities. The Project Board shall have responsibility for the day to day management of meeting the Key Objectives and deliverables of the MoU, The core Project Board members are:

ADC – Forward Planning Team Leader

MDC – Planning Policy Team Leader

NSDC – Business Manager – Planning Policy

The Project Board shall be managed in accordance with the terms of reference set out in Schedule C in the Annex to this MoU.

#### 4.6 **Reporting**

Project reporting shall be undertaken at three levels:

- (a) **Project Board:** Minutes and actions will be recorded for each Project Board meeting. Any additional reporting requirement shall be at the discretion of the Project Board.
- (b) **Sponsors' Board:** Reporting shall be at least once per annum, based on the minutes from the Project Board highlighting: Progress this period; issues being managed; issues requiring help (that is, escalations to the Sponsors' Board) and progress planned over the next period and/or aligned with the frequency of the Sponsors' Board meetings.
- (c) **Organisational:** the Project Board members shall be responsible for drafting reports for their respective Authority.

#### 5. **ROLES AND RESPONSIBILITIES**

5.1 Ashfield, Mansfield, and Newark and Sherwood District Councils shall work together in seeking to ensure that the development requirements of the Nottingham Outer Area are met. The jointly produced evidence base documents, Nottingham Outer Strategic Market Area Assessment (2015) and Employment Land Forecast Study, have informed the housing and employment land requirements for the Housing Market Area (HMA).

5.2 All Authorities shall develop a monitoring and delivery plan in relation to the Local Plan for each District. This will enable each Authority to monitor the progress of the objectives and to plan for any necessary amendments in the future.

**6. ESCALATION**

- 6.1 If any Authority has any issues, concerns or complaints about the Project, or any matter in this MoU, that Authority shall notify the other Authorities and the Authorities shall then seek to resolve the issue by a process of consultation.
- 6.2 If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Board within 7 working days, the matter may be escalated to the Sponsors' Board for resolution.
- 6.3 If any Authority receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives).

**7. TERM AND TERMINATION**

- 7.1 This MoU shall commence on the date of signature by all Authorities, and shall expire on 31<sup>st</sup> March 2032.
- 7.2 This MoU will be reviewed at a minimum of once every 5 years.
- 7.3 Any Authority may terminate this MoU by giving at least three months' notice in writing to the all the other Authorities at any time. A shorter notice period may be agreed by all the Authorities in writing.

**8. VARIATION**

This MoU, including the Annex, may only be varied by written agreement of the Sponsor's Board.

**9. CHARGES AND LIABILITIES**

- 9.1 Except as otherwise provided, the Authorities shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 9.2 The Authorities agree to share the costs and expenses arising in respect of any formally agreed joint work, in accordance with the Contributions Schedule set out in Schedule D in the Annex to this MoU.
- 9.3 All Authorities shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no Authority intends

that the other Authorities shall be liable for any loss it suffers as a result of this MoU.

## **10. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

10.1 The Authorities agree and undertakes to the other that during the term of this MoU and, for a period of 12 months after termination of this MoU, it will keep confidential and will not use for its own purposes nor part with nor, without the prior written consent of the owner of the information in question, disclose to any third party any information of a confidential nature (including data and applications, know-how, trade secrets and information of a commercial nature) which may become known to an Authority from the other. To the extent necessary to implement the provisions of this MoU and notwithstanding the above, an Authority may disclose the Confidential Information to such of its employees and professional advisers as may be necessary for the purposes of carrying out the obligations under this MoU.

10.2 The Authorities acknowledge that each Authority is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations (EIR) and shall assist and co-operate with each other to enable each Authority to comply with these information disclosure requirements.

10.3 Upon receipt of a request each Authority shall be responsible for determining at its absolute discretion whether the requested information:

10.4 a) Is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and/or

10.5 b) Is to be disclosed in response to a request for information.

## **11. DATA PROTECTION**

11.1 The Authorities shall (and shall procure that any of its employees involved in the provision of this Agreement) comply with any notification requirements under the Data Protection Act (DPA) and shall duly observe all their obligations under the DPA, which arise in connection with this MoU.



**12. STATUS**

- 12.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Authorities from this MoU except where specifically stated. The Authorities enter into the MoU intending to honour all their obligations.
- 12.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Authorities, constitute any Authorities as the agent of any of the other Authorities, nor authorise any of the Authorities to make or enter into any commitments for or on behalf of the other Authorities.

**13. LIMITATIONS**

All the Authorities recognise that there will not always be full agreement with respect to all of the issues on which they have agreed to cooperate. For the avoidance of doubt, the MoU will not restrict the discretion of any of the Authorities in the determination of any planning application, or in the exercise of any of its statutory powers and duties, or in its response to consultations, and is not intended to be legally binding.

**14. GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each Authority agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of  
ASHFIELD DISTRICT COUNCIL

Signature:



Name:

Carol Cooper-Smith

Position:

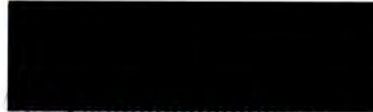
Interim Director of Place and  
Community

Date:

29<sup>th</sup> November 2017

Signed for and on behalf of  
MANSFIELD DISTRICT COUNCIL

Signature:



Name:

*Hoyley Barclay*

Position:

CEO

Date:

30-11-17

Signed for and on behalf of  
NEWARK AND SHERWOOD  
DISTRICT COUNCIL

Signature:



Name:

....Kirstin H Cole.....

Position:

....Deputy Chief Executive.....

Date:

....29 November 2017.....

**Ashfield District Council**  
Office Address:

Council Offices, Urban Road,  
Kirkby-in-Ashfield,  
Nottingham, NG17 8DA.

Tel. No:

Email Address:



**Mansfield District Council**  
Office Address:

Civic Centre  
Chesterfield Road South  
Mansfield  
NG19 7BH

Tel No:

Email Address:



**Newark & Sherwood District  
Council**

Office Address:

Castle House, Great North Road

Tel No:  
E-mail Address:

Newark, Notts, NG24 1BY.....  
01636 655210.....  
[kirsty.cole@newark-sherwooddc.gov.uk](mailto:kirsty.cole@newark-sherwooddc.gov.uk)

## **Schedule A – The Project**

### **Project overview:**

#### **Strategic Planning, Development Issues and Policy Documents**

ADC, MDC, and NSDC will work together to:

- agree those matters which are strategic in nature, based upon an appreciation of the wider demographic, economic, environmental and social context that affects the area, and up-to-date evidence of development needs;
- agree an integrated and consistent approach to address these needs;
- continue to work together to agree the overall quantity, mix and broad distribution / apportionment of development across the area, including its delivery through necessary strategic infrastructure;
- ensure that where strategic priorities cross local boundaries, we work collaboratively to make sure they are clearly reflected in our individual plans;
- continue to work together to produce joint evidence where it is the most efficient and effective approach;
- ensure appropriate governance arrangements are in place to take forward the commitments in this memorandum.
- if appropriate, meet and discuss any issues raised by one or more of the other Authorities and take into account any views expressed on those issues.

#### **Development Management**

Each Authority will:

Notify the other Authorities who are party to this MoU of any major planning applications, from within its area or on which it is consulted by a Local Authority from outside its area, which would, in its view, have a significant impact on the strategic planning and development of the Ashfield, Mansfield and Newark and Sherwood Districts.

#### **The Key Objectives**

The MoU has the following broad objectives:

- The Authorities agree to work collaboratively to deliver the development requirements of the Nottingham Outer Area (as identified by the Local Plan for each District).
- The Authorities agree to formalise their agreement to deliver the objectively assessed housing needs, identified for each of these Authority's area by the Nottingham Outer Strategic Housing Market Area Assessment, within their own district boundary.
- The Authorities agree to formalise their agreement to deliver employment land to meet the needs of the Functional Economic Area, as identified in the Local Plan for each District.
- To deliver any necessary infrastructure requirements associated with development in each District and to help secure a broad but consistent approach to strategic planning, infrastructure delivery, transport and development issues across each Authority's District.
- To continue to identify and manage spatial planning issues that impact on more than one local planning area in the Nottingham Outer HMA which covers Mansfield, Newark & Sherwood and Ashfield. Hucknall (part of Ashfield District) is located in Greater Nottingham and, as such, also has links to the Nottingham Core HMA where a close working relationship with the authorities is already established.
- To ensure that the local planning and development policies prepared by each Authority are, where appropriate, informed by the views of the other Authorities adjoining each Authority area and by statutory consultees/prescribed bodies. This will normally involve engagement with Development Plan Document and Supplementary Planning Document preparation.
- To ensure that decisions on major applications which may impact on any of the Authority's areas are informed by the views of the other Authorities.
- To support better integration and alignment of strategic spatial and investment priorities in Ashfield, Mansfield and Newark and Sherwood Districts, ensuring that there is a clear and defined route where necessary, through the statutory local planning process.
- To identify and agree the infrastructure investment needs associated with proposed development and to address existing issues;
- To ensure compliance with the Duty to Cooperate.

### **The existing position and contributions already made**

A close working relationship between ADC, MDC and NSDC has been maintained to ensure strategic issues are appropriately addressed. This has resulted in the production of some key evidence documents for the wider area including:

- Nottingham Outer Strategic Housing Market Assessment (October 2015);
- Nottingham Core and Nottingham Outer Employment Land Forecast Study (August 2015);
- Nottingham and Nottinghamshire Traveller Accommodation Needs Assessment Methodology (Notts. Local Authorities, October 2013);
- Nottingham Outer Self-Build Register (March 2016);
- Infrastructure Delivery Plans for each District
- Transport Studies for each District

There are a number of established joint working groups in Nottinghamshire of which the four Authorities have membership. These include:

- D2N2 Local Enterprise Partnership Board;
- The City of Nottingham and Nottinghamshire Economic Prosperity Committee;
- Nottinghamshire Local Government Leaders Group;
- Nottinghamshire Chief Planning Officers Group
- Nottinghamshire Policy Officers Group.

## **Schedule B - Sponsors' Board and Project Board terms of reference**

### **(a) Sponsors' Board and Project Board Aim**

(i) Ashfield, Mansfield and Newark and Sherwood District Councils will seek to work collaboratively to deliver the objectives of this Memorandum of Understanding.

### **(b) Sponsors' Board Remit**

(i) to provide strategic oversight and direction to work related to meeting the Key Objectives of this MoU. Membership is set out in 4.4 (a) of this MoU, however each Authority is able to nominate substitutes for Sponsors' Board meeting as and when required.

### **(c) Project Board Remit**

(i) To support and provide assurance to the Sponsors Board in the oversight of the work of the Project Board.

(ii) The Project Board shall have responsibility for the day to day management of the objectives and deliverables of meeting the Key Objectives of this MoU.

(iii) Membership is set out in 4.5(b) of this MoU however the Project Board can draw on technical, commercial, legal and communications resources as appropriate to support its work.

### **(d) Decision-making:**

(i) the Project Board's will make formal recommendations to the Sponsors' Board on matters relating to its work in meeting the Key Objectives of the MoU.

(ii) All formal recommendations made by the Project Board will be discussed and agreed with the Sponsor's Board prior to official decision making process by each Authority.

### **(e) Meetings:**

(i) The Sponsor's Board will meet at least once per annum to review the Project Board's report on Strategic Planning issues affecting the Nottingham Outer HMA.

(ii) The Project Board will meet at least twice per annum to discuss strategic planning matters affecting the Nottingham Outer Housing Market Area and Functional Economic Area and progress on meeting

the objectives of the MoU. Where there is a lack of progress on the delivery of MoU objectives, the Project Board will seek to identify solutions to address under performance.

(iii) The Project Board and Sponsor Board will meet as necessary to agree any amendments to the objectives of the MoU and to seek to resolve any issues identified by the Project Board.

(iv) The meetings will take place on one of the Authority's premises as appropriate.

(v) A minimum, 2 days notice will be given prior to a meeting.



## **Schedule C - Contributions**

### DETAILS OF CONTRIBUTIONS:

#### Contributions already made:

##### Joint documents

- Joint work on Nottingham Outer Strategic Housing Market Area Assessment (2015) – (SHMA)
- Joint work on Nottingham Core and Nottingham Outer Employment Land Study (2015) – (ELFS)

##### Staffing

- Project Management is undertaken by ADC.
- The project team consists of Planning Policy Team Leaders at ADC, MDC and NSDC.

##### Financial

- Where necessary, the Authorities have, and will continue to contribute towards joint working practices. The Councils have made equal contributions towards the SHMA and ELFS documents.

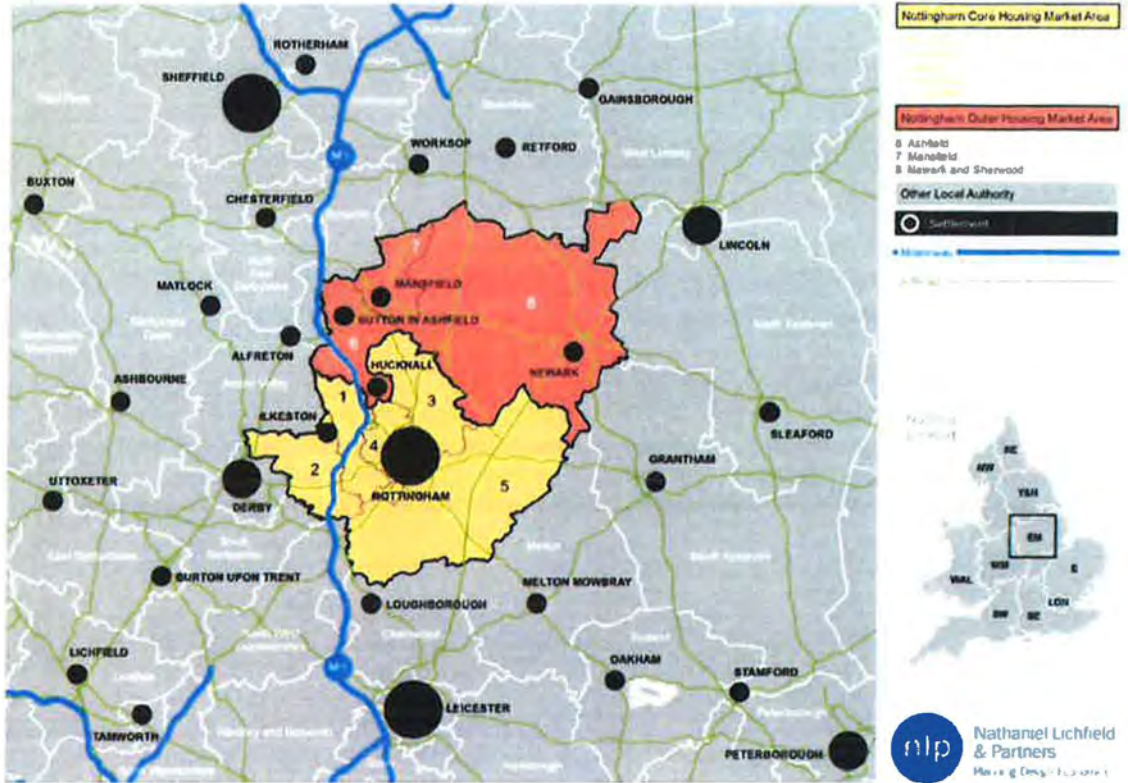
##### Premises

- Meetings will be held at a convenient location for Officers, this may include facilities at any of the Authority's premises.

**SCHEDULE D - NOTTINGHAM OUTER HMA MAP**



## SCHEDULE E - NOTTINGHAM OUTER AND NOTTINGHAM CORE FUNCTIONAL ECONOMIC AREAS







**12. STATUS**

- 12.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Authorities from this MoU except where specifically stated. The Authorities enter into the MoU intending to honour all their obligations.
- 12.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Authorities, constitute any Authorities as the agent of any of the other Authorities, nor authorise any of the Authorities to make or enter into any commitments for or on behalf of the other Authorities.

**13. LIMITATIONS**

All the Authorities recognise that there will not always be full agreement with respect to all of the issues on which they have agreed to cooperate. For the avoidance of doubt, the MoU will not restrict the discretion of any of the Authorities in the determination of any planning application, or in the exercise of any of its statutory powers and duties, or in its response to consultations, and is not intended to be legally binding.

**14. GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each Authority agrees to submit to the exclusive jurisdiction of the courts of England and Wales.



Signed for and on behalf of  
ASHFIELD DISTRICT COUNCIL

Signature:

[Redacted Signature]

Name:

Carol Cooper-Smith

Position:

Interim Director of Place and  
Community

Date:

29<sup>th</sup> November 2017

Signed for and on behalf of  
MANSFIELD DISTRICT COUNCIL

Signature:

[Redacted Signature]

Name:

Hayley Barby

Position:

CEO

Date:

30-11-17

Signed for and on behalf of  
NEWARK AND SHERWOOD  
DISTRICT COUNCIL

Signature:

[Redacted Signature]

Name:

.....Kirstin H Cole.....

Position:

.....Deputy Chief Executive.....

Date:

.....29 November 2017.....

**Ashfield District Council**

Office Address:

Council Offices, Urban Road,  
Kirkby-in-Ashfield,  
Nottingham, NG17 8DA.

Tel. No:

Email Address:

[Redacted]

[Redacted]

**Mansfield District Council**

Office Address:

Civic Centre  
Chesterfield Road South  
Mansfield  
NG19 7BH

Tel No:

[Redacted]

Email Address:

[Redacted]

**Newark & Sherwood District  
Council**

Office Address:

Castle House, Great North Road



Signed for and on behalf of  
ASHFIELD DISTRICT COUNCIL

Signature:



Name:

Carol Cooper-Smith

Position:

Interim Director of Place and  
Community

Date:

29<sup>th</sup> November 2017

Signed for and on behalf of  
MANSFIELD DISTRICT COUNCIL

Signature:



Name:

.....Hayley Bardsley.....  
CEO

Position:

.....30-11-17.....

Date:

Signed for and on behalf of  
NEWARK AND SHERWOOD  
DISTRICT COUNCIL

Signature:



Name:

.....Kirstin H Cole.....

Position:

.....Deputy Chief Executive.....

Date:

.....29 November 2017.....

**Ashfield District Council**

Office Address:

Council Offices, Urban Road,  
Kirkby-in-Ashfield,  
Nottingham, NG17 8DA.

Tel. No:

Email Address:



**Mansfield District Council**

Office Address:

Civic Centre  
Chesterfield Road South  
Mansfield  
NG19 7BH

Tel No:

Email Address:



**Newark & Sherwood District  
Council**

Office Address:

Castle House, Great North Road

**12. STATUS**

- 12.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Authorities from this MoU except where specifically stated. The Authorities enter into the MoU intending to honour all their obligations.
- 12.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Authorities, constitute any Authorities as the agent of any of the other Authorities, nor authorise any of the Authorities to make or enter into any commitments for or on behalf of the other Authorities.

**13. LIMITATIONS**

All the Authorities recognise that there will not always be full agreement with respect to all of the issues on which they have agreed to cooperate. For the avoidance of doubt, the MoU will not restrict the discretion of any of the Authorities in the determination of any planning application, or in the exercise of any of its statutory powers and duties, or in its response to consultations, and is not intended to be legally binding.

**14. GOVERNING LAW AND JURISDICTION**

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each Authority agrees to submit to the exclusive jurisdiction of the courts of England and Wales.