

Introduction

Below is a Memorandum of Understanding that sets out some principles of how we can coordinate mutually beneficial city and regional projects via the **Lancaster District Strategic Partnership**. It is not intended to be legally binding.

Memorandum of Understanding: Relating to Projects to be coordinated by Lancaster District Strategic Partnership

This MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made by and between:

- Lancaster City Council
- Lancaster University
- University of Cumbria
- Lancaster and Morecambe College
- Lancaster District Chamber of Commerce
- University Hospitals of Morecambe Bay
- Lancashire and South Cumbria ICB
- Lancaster District CVS
- Lancaster Arts Partnership
- Lancashire County Council

(together the “**Founding Members**” or “**Members**”)

Background

- A. Lancaster District Strategic Partnership (the “LDSP” or the “Partnership”) has been established to spearhead the wider district’s collective strategic ambitions. The overarching strategic priorities for the partnership will be: 1) Sustainability and the Climate Emergency, 2) the Economy, 3) Health and Wellbeing and 4) Communities.
- B. It is the belief of the Members that district-wide collaboration and strategic projects (“Projects”) are required to deliver the ambitions of the LDSP.
- C. It is anticipated that this MOU will form the basis for collaboration between the Members to commence and progress projects in the short-term to medium term.
- D. This MOU sets out some principles by which the Members have agreed to work together and progress the Partnership. Partnership and collaboration being the key enabler to meet strategic ambitions.
- E. Sustainability and the Climate Emergency will be the primary focus of the partnership in the years 2024 – 2027. A Lancaster District Climate and Nature Strategy could be the first emerging project for partners to shape. The ambition is for a district wide implementation of the plan with and by the founding partners within this MOU.

- F. It is anticipated that Members may need to enter into a specific Partnership Agreement for particular projects, on terms to be agreed and based on the agreed principles set out below.
- G. Whilst Sustainability and the Climate Emergency is the primary focus of the LDSP in the initial period, the partners will collaborate to consider all other emerging projects of strategic importance related to the four strategic objectives agreed and identified in this MOU.
- H. Members recognise that by focusing on Sustainability and the Climate Emergency, the partnership will not neglect the strategic priorities of the Economy, Health and Well-Being or Communities. Sustainability and Climate Emergency projects will also deliver outcomes and impacts across all strategic priorities.
- I. The partnership will keep under review the resources required to realise its strategic ambitions. The potential for a longer-term, permanent structure will be explored, where shared resources could add value and amplify strategic goals.
- J. The LDSP will work together to agree measurable outcomes for the partnership and strategic projects.
- K. Governance arrangements will ensure that the partnerships objectives and outcomes are reviewed annually and from the point in which the MOU is signed by partners. Members will act as the governing body for the partnership. Project teams will feedback on outcomes to support the governing process.

Agreed Principles

1. The **Members** will work together, along with strategic/policy experts and the community, to set out a clear vision for the Partnership and to establish its priorities and specific goals. The agreed goals will guide the activity of the Partnership.
2. **Core Team(s)** ("Core Team") will be established to be responsible for the day-to-day operations and shaping of the LDSP and emerging projects. Lancaster City Council will align resource to the development of the LDSP and the initial responsibilities of a 'Core Team'.
3. **Project Teams** will be developed relevant to emerging projects agreed by the LDSP.
4. The **Members** of the **Lancaster District Strategic Partnership** will provide strategic oversight and the steering of the partnership. Information on the key responsibilities of the Core Team(s) and Project Teams is set out in the Annexes to this MOU.
5. Founding Members agree to a minimum level of commitment to the Partnership, details of which are included in the Annexes to this MOU.
6. **Projects** can be proposed by the Member organisations of the LDSP and connected stakeholders. Proposed projects will need to be democratically agreed between all partners in the LDSP.
7. The Members agree to help shape and refine a **Project** and will work together to identify, agree and promote ways to deliver agreed projects.

8. The Members expect the Core Team(s) and Project Teams to coordinate and manage **Projects** between, and for, Members.
9. Where appropriate, specific Members will enter into an agreement to confirm their involvement and resourcing of a particular **Project** (“Project Agreement”).
10. In order to deliver a **Project** in accordance with a Project Agreement, the Core Team and/or Project Team will likely require resource to manage the Project on behalf of Members. The requirements for the resource will be set out by the Core Team when a Project is presented to Members.
11. Resource requirements of specific projects will be assessed on a case by case basis, and, dependent on the nature of the project, will be met by those Members agreeing to participate in the project. Where suitable skills, or other required resource, are available within Member organisations, these can be provided in lieu of funding.
12. Whilst the LDSP operates without a formal legal structure, it has no ability to undertake procurement, or enter into agreements, directly. Any procurement, or contractual arrangements, will be undertaken and managed by relevant Members, determined by the nature of the transaction, and undertaken in line with their own, specific, governance arrangements.
13. The Core Team(s) and Project Teams will be responsible for managing any Projects within an agreed measurement framework (the “Measurement Framework”), to be established and agreed by the Members. This will include data collection and progress reporting against agreed KPIs. The Core Team(s) and Project Teams will also be responsible for communicating the existence, progress and impact of individual Projects.

Generally

- i. A Member may withdraw from this MOU at any time by written notice to the other Members. If a Member withdraws the MOU will continue with the remaining Members.
- ii. Nothing in this MOU will create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the Members. Nor will it constitute any obligation to be a member of any future structure, formal or otherwise, that the LDSP might establish.
- iii. This MOU and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England.
- iv. This MOU will become effective when it is signed by all parties and the date it is signed by the last party to sign it (as indicated below under that party’s signature) will be deemed the date of commencement of this MOU.
- v. Additional Members can be added to the LDSP under this MOU with mutual and unanimous agreement in writing from the Founding Members. Once agreed, a revised version of the agreement will be signed by the joining Member, which together with the original MOU

signed by the Founding Members, will constitute the full MOU under which the LDSP operates.

- vi. The LDSP can collaborate/affiliate with other organisations or partnerships without their becoming a Member of the LDSP. There may be mutual benefit from doing so, particularly on projects where there is cross-district interest or where there may be benefits from being able to acknowledge an association. Any such informal affiliation, including, but not limited to, use of any established LDSP branding, with organisations outside of the LDSP, would typically require mutual and unanimous agreement in writing from the Members.

Each party hereby confirms its agreement to the principles contained in this MOU on the date set out below.

<p>Date:.....</p> <p>.....</p> <p>Print Name</p> <p>.....</p> <p>duly authorised for and on behalf of</p>	<p>Date:.....</p> <p>.....</p> <p>Print Name</p> <p>.....</p> <p>duly authorised for and on behalf of</p>
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Annex 1 – Core Team Responsibilities: this section details the anticipated key responsibilities of the Core Team. This is not an exhaustive list.

Annex 2 – Project Team Responsibilities: this section details the anticipated key responsibilities of the Project Team. This is not an exhaustive list.

Annex 3 - Minimum Commitment of Members: this section will detail the minimum commitment required of all Founding Members.

Annex 1: Core Team Responsibilities

As a minimum, this is anticipated to consist of a Programme Lead and Coordinator, with additional roles being expected as the Partnership progresses. The key responsibilities of the Core Team will include, but are not limited to:

1. Co-ordinating the Members to establish:
 - a. The Vision, priorities, specific goals and the Measurement Framework of the emerging projects.
 - b. The pipeline of potential joint projects to be delivered by the LDSP, ensuring these align with both the priorities of the Partnership and its individual Members, as well to the agreed LDSP goals.
2. Actively seeking and identifying funding and partnership opportunities.
3. Establishing and managing any joint communications platforms, including, for example, a website.
4. Progressing initial joint projects, including data collection and reporting against the agreed Measurement Framework KPIs.
5. Managing the review and optimisation of the long-term structure for the LDSP.
6. Secretariat functions, for example, convening meetings and updating partners.

Annex 2: Project Team Responsibilities

The key responsibilities of a Project Team will include, but are not limited to:

1. Co-ordinating and delivering projects that are democratically agreed by the LDSP and within an agreed measurement framework.
2. Project delivery will include data collection and progress reporting against agreed KPIs.
3. Work closely with the LDSP Core Team(s) to communicate the progress and impact of individual projects.
4. Riase any issues with risk management and delivery during the lifecycle of the project.
5. Propose further project collaborations or long-term opportunities with stakeholders to ensure the LDSP members can affectively steer long term strategic ambitions.
6. Attend LDSP Member meetings when required to update on project progress.

Annex 3: Minimum Commitment of Members

Including, but not limited to:

1. Attendance at meetings and contributions to the steering of the partnership
2. Members unable to attend meetings should send a colleague who is briefed on the partnership objectives
3. Provide strategic oversight of the partnership objectives and act as the governing body for the strategic partnership
4. Interfacing internally within individual member organisations to energise the partnership for strategic outcomes
5. Interfacing internally within individual member organisations, where necessary, to identify colleagues to make up Project Teams for agreed projects.
6. Providing content for any established communications platforms, including, for example, a website
7. Share data in line with data protection polices, to inform and support strategic work in the district and by the partnership
8. Utilising networks to share the activity and news of emerging projects such as the LAEP and The Bay Anchor Network.
9. Where budgets and individual operations allow, to contribute time, resource and funding to the establishment and ongoing operations of the Core Team(s) and Project Team.
10. Scaling up involvement as relevant joint projects come forward, including providing resources and / or funding to those projects in which members agree to participate.