

MEMORANDUM OF UNDERSTANDING (MOU) – Water Quality Improvement Partnership

PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING (MOU)

This non-exclusive, mutually beneficial agreement is made on [] between the South West Water, Environment Agency and Plymouth City Council (the “**parties**”). The parties wish to record the basis on which they will extend their collaboration with each other on the Programme (as defined below) to improve the water quality within Plymouth and within Plymouth Sound National Marine Park. This MoU sets out the intended objectives of the Programme, the principles of collaboration and the parties’ respective responsibilities and activities. It will provide a reference point throughout the Programme.

This MoU does not imply any legal partnership, joint venture, or contract, nor does it affect each party’s ability to work with other parties. Neither party shall hold itself out as agent for the other party and neither party shall have authority to enter into any agreement or incur any liability or obligations on behalf of the other party at any time.

PARTIES

Name, Registered Name and short name:	South West Water (“ SWW ”)	The Environment Agency (“ EA ”)	Plymouth City Council (“ PCC ”)
Registered Number:			
Description:	South West Water looks after the water and wastewater services for 1.8 million customers across Cornwall, Devon, the Isles of Scilly and parts of Dorset and Somerset	Environment Agency is a non-departmental Public body	Plymouth City Council is a unitary authority
Property/Location:	Peninsula House, Rydon Lane, Exeter, Devon, England, EX2 7HR	Sir John Moore House, Victoria Square, Bodmin	Ballard House, West Hoe Road, Plymouth

OUTLINE OF THE PARTIES’ INTENTIONS

AIMS AND OBJECTIVES	Our collaborative approach seeks to build and expand on existing good practice in Plymouth, such as the Integrated Urban Drainage Modelling Project ¹ and take
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	<p>a holistic and place-based approach to water management to create a Plymouth Plan for Water. Our purpose is to meet the future water management challenges jointly and collaboratively. This includes a commitment to</p> <ul style="list-style-type: none"> • further develop a shared understanding of the challenges faced in Plymouth, especially with reference to increasing climate change impacts. • identify further synergies and partnership opportunities between our planned investment programmes and wider working. • work together to identify more holistic solutions with greater impact and with a focus on developing a ‘Green First’ approach to water quality improvement project development. • enabling greater levels of community engagement, understanding and community codesign of solutions to water management. • deliver investments and programmes in a more integrated way to maximise the benefits (including wider social, environmental and economic benefits) and mitigate risk. • identify and address critical gaps – for example resource gaps through shared bids or developing innovative financial models for investment gaps; and • jointly explore wider opportunities and levers that can support our shared ambition e.g. with other key city partners and national stakeholders.
<p>TERM AND TIMINGS</p>	<p>The proposed start date of the Programme is 1st April 2024.</p> <p>The proposed end date of the Programme is 1st April 2034</p> <p>A review will take place three years into the Programme to assess how partners are delivering against the Programme aims and objectives and report to respective Leadership Teams [PCC CMT and SWW Board, EA leadership]</p> <p>This will give partners the options to refine and recommit to another three-year period.</p> <p>Programme delivery will be monitored by:</p> <ul style="list-style-type: none"> • A Strategic Group meeting quarterly, and comprising senior leaders from all three partner organisations.

	<ul style="list-style-type: none"> • Highlight report to Leadership Teams in respective bodies on annual basis.
<p>PRINCIPLES OF COLLABORATION</p>	<p>The parties agree to the following principles of collaboration:</p> <ol style="list-style-type: none"> 1. Deliver solutions at scale and be ambitious for the future city of Plymouth, its citizens and its marine and water systems. 2. Enable innovation: pioneer new models of delivery and act as a catalyst for change across Plymouth, the region and the UK. 3. Combine strengths: to deliver more together than we can alone and combine resources, capacity and expertise to increase our collective impact. 4. Act as a critical friend, champion and advocate, mitigating risks, overcoming barriers and pursuing opportunities. 5. Build trust and act in good faith, fostering mutual confidence between teams and presumption of sharing relevant data and information. 6. Strive for continual improvement, through a learning and sharing mentality and a working culture that is agile, iterative and fast-paced and appropriately risk taking. 7. Protect the partners: Adhere to statutory requirements and best practice: comply with applicable laws and standards including in respect of health and safety, data protection and processing.

INTENDED DELIVERABLES

<p>DELIVERABLES</p>	<p>Through the Programme, the Partners will:</p> <ol style="list-style-type: none"> 1. Develop a Green First approach for improving water quality in Plymouth that can be delivered from a 'hyper local' street level to city scale including modelling opportunities, trade-offs and benefits and integrating new approaches into future investment cycles.
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2. Map existing resources and investment programmes and model against challenges. This intelligence will then enable opportunities to be explored to lever greater benefits and outcomes through collaboration and pooling of resources, testing and evaluating innovative approaches.
3. Deliver a joint, sustained and collective citizen engagement and involvement programme to give Plymothians visibility of the water challenges and enable community level action to respond to the challenges.
4. Seek additional resources to close the gaps and robustly meet the challenges facing all the organisations.
5. Deliver a suite of programmes that collectively improve the Water Quality in the UK's first National Marine Park and wider water management challenge of the city at an accelerated pace.
6. Utilise the enhanced collaboration to seek new opportunities for skills development and development of green jobs in the City.
7. Design and deliver interventions in a manner which maximises the impacts for other aligned programmes of work including specifically climate resilience (drought and flood) and delivering the greatest benefits for people and nature.

In the initial 3 year period (2024-2027) we will:

- Create a 'Plan for Water' that builds on all existing work including;
 - measures identified in the Flood Risk Management Plan.
 - the developing Natural Catchment Management Plan.
 - work within priority catchments to drive our ambitions and ensure a collaborative and accelerated programme of delivery.
- Scope options and develop the 'Green First' approach for Plymouth, including seeking opportunities across the wider public estate and other bodies.
- Completion of a number of natural flood management exemplars in our parks and greenspaces and ensuring full evaluation and learning. Exemplars including Central Park.
- Test and evaluate the Climate Pioneer Street approach.

	<ul style="list-style-type: none"> ➤ Develop an innovative environment finance model and citywide implementation scheme to secure new sources of investment for this work. ➤ Jointly seek and secure funding / resources to enable us to create a meaningful and appropriately fast paced programme. ➤ Investigate options to deliver new skills and green career programmes linked to the work of the partnership.
<p>FINANCING OF THE PROJECT</p>	<p><i>The partnership will utilise existing resources to develop the work programme detailed in this agreement. The greatest benefit will be the alignment of these existing resources. Delivery and innovation of approach will require funding. This will be drawn from existing programmes, but better alignment will ensure added value. In addition, the partnership will work collaboratively to secure further funding for innovations in approach.</i></p>
<p>INTELLECTUAL PROPERTY</p>	<p>a) All Intellectual Property Rights developed or created by respective parties pursuant to the Programme shall be owned by respective parties.</p> <p>b) Each party grants to the other party a non-exclusive, personal, royalty free licence during the Term of the Programme to use Intellectual Property generated for the purposes of the Programme.</p> <p>c) All Intellectual Property Rights not developed or created by a party pursuant to the Programme but owned or controlled by a party and made available by such party to the other for use in relation to the Programme ("Background IPR") shall remain in the ownership of the relevant party.</p> <p>d) Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights used in connection with the Project of which it becomes aware.</p> <p>"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered</p>

	<p>and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.</p> <p>If valuable intellectual property is to be produced by the parties as part of joint commission, a binding contract with specific IP provisions could be explored.</p>
<p>ORGANISATIONAL SPONSERS and</p>	<p>PCC Sponsor: Cllr Tom Briars-Delve Cabinet Member for Environment and Climate Change.</p> <p>SWW Sponsor: Susan Davy, CEO South West Water</p> <p>EA Sponsor: Mark Rice, Area Director, Environment Agency</p>
<p>KEY CONTACTS</p>	<p>The key contacts shall be responsible for the day-to-day running of the Programme.</p> <ul style="list-style-type: none"> • PCC key contact: Kathryn Deeney, Head of Environmental Planning, Plymouth City Council Email Kathryn.Deeney@plymouth.gov.uk • SWW key contact: Carolyn Cadman Director for Natural Resources, South West Water, Email ccadman@southwestwater.co.uk • EA key contact: Bruce Newport, Area Environment Manager, Environment Agency, bruce.newport@environment-agency.gov.uk
<p>ESCALATION</p>	<p>If either party has any issues, concerns or complaints about the Programme, or any matter in this MoU, that party shall notify the other party's key contacts and the parties shall then seek to resolve the issue by a process of consultation. If the matter cannot be resolved by the key contacts within 14 days, the matter may be escalated to the Sponsors for resolution.</p>
<p>ANNOUNCEMENTS</p>	<p>The parties when making any public announcement or communication concerning the Programme (an "Announcement") shall consult together on the timing, contents and manner of release of any Announcement, and put in place communications protocols and joint working between our teams to support this. When making any public announcement or communication on matters outside of the Programme across the range of work that both Partners do separately, the Partners will give prior notice and ensure a transparent and effective flow of communications, particularly where it may impact on the other Partner in terms of reputation or brand.</p>

	<p>Wherever possible the parties shall agree the content of such Announcements prior to publication.</p> <p>Neither party shall use the trade marks of the other party without that party's prior consent.</p>
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MISCELLANEOUS

TERMINATION & REVIEW	<p>Whilst this Programme is ongoing, this MoU will be reviewed on an annual basis on or around its anniversary to ensure that it is still fit for purpose by the Strategic Group.</p> <p>The terms of this MoU may be amended at any time by mutual written consent.</p>
DATA PROTECTION	<p>a) Each party shall ensure that it and its contractors and staff engaged in the Programme do not cause the other party to breach any laws relating to personal data or privacy in force from time to time ('Data Protection Laws') and that it complies with those Data Protection Laws.</p> <p>b) The Parties do not expect that the Partners shall process personal data on behalf of the other Partner in connection with the Programme. In the event that a Partner does process personal data on behalf of the other Party, the Partner shall notify the other Party immediately in writing and shall enter into a data processing agreement, and where necessary complete a Data Protection Risk Assessment.</p>
ACKNOWLEDGEMENT	<p>Each party acknowledges that SWW is a water company and is obliged to operate within its powers and apply its resources in accordance with its approved business plans.</p> <p>Each party acknowledges that PCC is a local authority and is obliged to operate within its powers and apply its resources in accordance with its statutory objects.</p>

	Each party acknowledges that the EA is an executive non-departmental government body, sponsored by The Department for Environment and Rural Affairs and is obliged to operate within its powers and apply its resources in accordance with its statutory objects.
GOVERNING LAW	This MoU shall be governed by and construed in accordance with English law.

Jointly Signed by:

Signature _____
Cllr Tom Briars-Delve Cabinet Member for Environment and Climate Change
For and on behalf of Plymouth City Council -

and

Signature _____
Susan Davy
for and on behalf of South West Water

and

Signature _____
Mark Rice
for and on behalf of Environment Agency
