



Dated

2021

Memorandum of Understanding

**Relating to the delivery of the
redevelopment and regeneration of the Lower Fore Street area of
Torpoint**

THIS AGREEMENT is dated

2021

PARTIES

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro, TR1 3AY (**Cornwall Council**); and
 - (2) **TORPOINT TOWN COUNCIL** of 1-3 Buller Road, Torpoint, PL11 2LD (**Town Council**).
- (together the **Parties**).

1. BACKGROUND

- 1.1 The Parties are committed to work with the local community to bring forward development in the Lower Fore Street area of Torpoint, in accordance with the emerging Neighbourhood Plan. Properties in the area are currently held in multiple ownerships.
- 1.2 The Parties recognise that in order to achieve their aims and realise the socio-economic benefits of regeneration for the community they need to work in partnership and in conjunction with stakeholders to co-design an agreed and viable shared vision for the future.
- 1.3 This Agreement sets out a framework for that partnership.

2. COMMON OBJECTIVES

- 2.1 The Parties agree to co-operate and work together to achieve the following Common Objectives:
 - (a) create a commercially viable and feasible development scheme for the Lower Fore Street area which aligns with the strategic objectives set out in the Cornwall Local Plan and the emerging Torpoint Neighbourhood Development Plan
 - (b) Deliver good quality new housing and business space which enables the local economy to thrive.
 - (c) Provide attractive new public realm and community spaces which the community requires
- 2.2 The Parties acknowledge that this is a long term partnership and that there will be a range of projects and activities undertaken to realise the

Common Objectives. Many of these will be commissioned and delivered on their own timescales dependent on funding, planning permission and other drivers and constraints.

- 2.3 In order to deliver the Common Objectives, the Parties will collaborate to develop a Programme Plan which will be a living document monitored through the Governance Framework set out in Section 4 and Schedule 1 of this agreement.

3. PRINCIPLES OF COLLABORATION

- 3.1 The Parties agree to adopt the following principles when working towards the Common Objectives:

- (a) acknowledgement that the ultimate decision-making powers and responsibilities with regard to resources and investment rest with the Parties' existing political decision making structures.
- (b) subject to the stipulations in Section 5 below, share relevant information as reasonably requested provided that doing so does not breach any data protection or other legislation;
- (c) communicate openly about major concerns, issues or opportunities relating to the Common Objectives;
- (d) be accountable by taking on, managing and accounting to the other Parties for the performance of the roles and responsibilities set out in the Agreement;
- (e) work collaboratively, using modern tools for communication and collaboration (e.g. MS Teams, Zoom etc.) to eliminate duplication of effort, mitigate risk and minimise costs;
- (f) adopt a respectful, positive and constructive outlook, recognising our partners' constraints of capacity and budgets;
- (g) comply with applicable laws and best practice, including any Parties procurement or contract procedure rules, data protection and freedom of information legislation;
- (h) act in a timely manner;

- (i) act in good faith to support achievement of the overall Common Objectives
- 3.2 The Parties acknowledge that specific projects may arise during the course of this work which require separate agreements to be entered into (whether legally binding or not).
- 3.3 This Agreement may involve other organisations with the consent of all Parties, and who are added later by written addendum.

4. GOVERNANCE FRAMEWORK

- 4.1 To oversee the work and to ensure effective communications at a senior level between the Parties, a Partnership Board will be established as set out in Schedule 1 of this agreement.
- 4.2 To ensure effective operational coordination and delivery a Working Group will be established.
- 4.3 Schedule 1 of this agreement sets out the agreed governance framework and terms of reference for the Partnership Board and the Working Group.

5. CONFIDENTIALITY

- 5.1 Each Party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of any other Party which may have come to its knowledge as a result of entering into this Agreement and each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters. For the avoidance of doubt, this paragraph is legally binding and survives termination of this Memorandum.
- 5.2 For the purposes of this Agreement, "**Confidential Information**" shall mean all information (of whatever nature and however recorded or preserved) disclosed by one Party to another, which: (a) is marked as or has been otherwise indicated to be confidential; or (b) derives value to a Party from being confidential; or (c) would be regarded as confidential by

a reasonable business person; except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality.

- 5.3 The parties will not issue any statement without the consent of the other parties unless the information has become publicly available through another source.

6. TERM AND TERMINATION

- 6.1 This Agreement shall commence on the date of this Agreement and shall continue to operate until either of the Parties withdraws pursuant to Section 6.2 and the period of the notice given has expired.

- 6.2 A Party can withdraw from this Agreement at any time by giving 30 days written notice to the other Party.

- 6.3 A key role of the Partnership Board will be to provide assurance to the Parties that the Common Objectives remain valid and achievable. In the event that the Partnership Board decides that the Common Objectives are not valid or achievable, its Chair will write to the Parties to that effect and make recommendations.

7. CHARGES AND LIABILITIES

- 7.1 Each party shall bear their own costs and expenses incurred in complying with their obligations under this Agreement, unless otherwise agreed.

- 7.2 All parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this Agreement.

8. LEGAL STATUS

- 8.1 This Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this Agreement. The Parties are nevertheless entering into the Agreement intending to honour all their obligations.

- 8.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either party as the agent of the other party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.
- 8.3 Each Party shall be responsible for ensuring that they have the legal power to support the delivery of the Common Objectives.
- 8.4 Each Party acknowledges that the other Parties will have their own internal governance requirements that may be required before any formal decision can be taken by that Party. Any consensus reached in pursuance of the Common Objectives is not binding on that Party and merely indicates a willingness to explore that opportunity.

Signed for and on behalf of The Cornwall Council	
Signature:
Signed for and on behalf of Torpoint Town Council	
Signature:
Name:
Position:

Schedule 1

Governance Framework

To facilitate this process it is agreed that Torpoint Town Council will use the grant funding to exclusively develop the strategic outline case for Lower Fore Street. This grant funding will be utilised for appropriate professional expertise including project management, bid writing, design and feasibility and commercial advice. A constituted Town Team Advisory Group is being established and this partnership group will provide the delivery vehicle to enable the strategy for the development of Lower Fore Street to be facilitated.

Cornwall Council agrees to support the delivery of the Strategic Outline Case by enabling the expenditure of the grant funding using the channels available to it to access the market at speed. Where the Council is unable to do so the Town Council will engage in a procurement exercise to source the relevant resources.

Cornwall Council will not expend the grant funding unless in receipt of authorisation from the Town Clerk and RFO at Torpoint Town Council to so do.

Cornwall Council and/or its appointed consultant will be available for meetings as reasonably required by Torpoint Town Council and/or Torpoint Town Advisory Group.

Cornwall Council and/or its appointed consultant will provide regular updates to Torpoint Town Council.