

Memorandum of Understanding – South Yorkshire Joint Waste Plan

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This agreement is dated xx xxxx 2023.

PARTIES

1. Barnsley Metropolitan Borough Council whose principal office is at The Town Hall, Barnsley S70 2TA (**Barnsley**);
2. City of Doncaster Council whose principal office is at Civic Office, Waterdale, Doncaster DN1 3EQ (**Doncaster**);
3. Rotherham Metropolitan Borough Council whose principal office is at Riverside House, Main Street, Rotherham S60 1AE (**Rotherham**); and
4. Sheffield City Council whose principal office is at The Town Hall, Pinstone Street, Sheffield S1 2HH (**Sheffield**),
5. (each a **Party** and together the **Parties**).

1. BACKGROUND

- 1.1 The Parties have agreed to work together to develop and produce a legally compliant, effective, and 'sound' South Yorkshire Waste Local Plan (the "Project") consistent with national policy. It is acknowledged there will be a number of sub projects required to deliver the Project which are set out in more detail in Annex A. For the avoidance of doubt, any reference made to the Project will include any required sub-project save for those mentioned at Clause 4.5(b).
- 1.2 The Parties wish to record the basis on which they will collaborate with each other on the Project.
- 1.3 This Memorandum of Understanding (the **MoU**) sets out:
- (a) the key objectives for the Project;
 - (b) the principles of collaboration;
 - (c) the governance structures and decision making procedures the Parties will put in place; and
 - (d) the respective roles and responsibilities the Parties will have during Project.
- 1.4 The Parties contact points are detailed in Annex A Part 2.

2. KEY OBJECTIVES FOR THE PROJECT

- 2.1 The Parties shall undertake the Project to achieve the successful delivery of the key objectives set out in Annex A to this MoU (the Key Objectives).
- 2.2 The Parties acknowledge that the current position with regard to the Project and contributions will be made (financial and otherwise) are as detailed in Annex C (which provides overarching guidance on any financial allocation between the Parties) and Annex A.
- 2.3 The outputs from the Project as detailed in Annex A to this MoU will be tendered on the basis of an output based specification. Each Party will need to identify required outputs for that specification.

3. PRINCIPLES OF COLLABORATION

- 3.1 The Parties agree to adopt the following principles when carrying out the Project (**Principles**):
- a) **collaborate and co-operate**: establish and adhere to the governance structure set out in this MoU to ensure that 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 (where relevant), data protection and freedom of information legislation. In particular the Parties agree to comply with the requirements of the Information Sharing Protocol attached to this MoU in Annex B;
- g) **act in a timely manner**: recognise the time-critical nature of the outputs of the Project and respond accordingly to requests for support;
- h) **manage stakeholders effectively**: engage with stakeholders (internal stakeholders within the Parties and any external stakeholders) to encourage regular and consistent participation in meetings and briefings, manage timetabling for the Project so that they are realistic and stakeholders are appraised of risks to such timetable and implement a communications system to ensure timely dissemination of Project information and to obtain stakeholder feedback;
- 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 Parties agree to make the contributions detailed in Annex C to this MoU; and
- j) **act in good faith**: to support achievement of the Key Objectives and compliance with these Principles.

3.2 It is recognised that for implementation of the Project there will be procurement of a consultant/consultants as necessary. The Parties will work together to tender, evaluate and appoint the consultant/s.

4. PROJECT GOVERNANCE and DECISION MAKING

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. The Project governance will:

- a) provide strategic oversight and direction;
- b) be based on clearly defined roles and responsibilities at Party, Directorate, group and, where necessary, individual level within each Party and in addition, where relevant, be based on existing joint working arrangements between some or all of the Parties;
- c) align decision-making authority with the criticality of the decisions required;
- d) be aligned with the Project scope and each Project stage (and may therefore require changes over time);
- e) provide coherent, timely and efficient decision-making; and
- f) correspond with the key features of the governance arrangements applicable to the Project/stage as set out in this MoU.

4.3 The Parties to this MOU agree to work together to comply with their legal obligations, a key summary of which is set out below:

All Local Plans go through four legally required stages as set out in the Town and Country Planning Act (Local Plan) (England) Regulations 2012 and any subsequent amended or replacement regulations:

- 1) **Evidence Gathering and Early-stage Consultation (Regulation 18)**... Para 31 of the NPPF states that the preparation and review of all policies in a Local Plan should be underpinned by relevant and up-to-date evidence. This should be adequate and proportionate, focused tightly on supporting and justifying the policies concerned, and take into account relevant market signals. A local authority will consult on the initial issues and options that will define their draft plan going forward. This will have followed extensive gathering and review of data, evidence and information on key issues. Reports and studies are prepared on matters (in this case waste needs and requirements) to inform the Council's draft policies.
- 2) **Pre-Submission Publication Stage (Regulation 19)**... Having taken account of responses received from the early-stage consultation and the findings of the Sustainability Appraisal, the Council will publish a planning document for a statutory consultation period of six weeks before it is submitted to the Government for 'Examination' by an independent Inspector from the Planning Inspectorate. A Sustainability Appraisal report will be issued as part of the pre-submission public consultation. The local planning authority(s) has a chance to make changes to the draft document after the consultation and may decide to carry out further consultation if any resulting changes are considered to be significant prior to submission.
- 3) **Submission of Document and Independent Examination (Regulation 22)**... At this stage the final draft documents are submitted to the Government, and an independent Inspector holds an Examination into the soundness of it and the associated Sustainability Appraisal and evidence. The Examination hears evidence from anybody who wishes to make a submission on any of the key issues or questions highlighted by the Inspector. The Inspector considers all of the evidence and representations made at each stage of the Local Plan consultation process. The Inspector can recommend adoption where he/she considers that the document satisfies legal requirements and can be considered 'sound'.
- 4) **Inspector's Report and Adoption (Regulation 24)**... Local plans and spatial development strategies are examined to assess whether they have been prepared in accordance with legal and procedural requirements, and whether they are sound. Para 35 of the NPPF outlines that plans can be found sound where they are:
 - a) **Positively prepared** – providing a strategy which, as a minimum, seeks to meet the area's objectively assessed needs; and is informed by agreements with other authorities, so that unmet need from neighbouring areas is accommodated where it is practical to do so and is consistent with achieving sustainable development;
 - b) **Justified** – an appropriate strategy, taking into account the reasonable alternatives, and based on proportionate evidence;
 - c) **Effective** – deliverable over the plan period, and based on effective joint working on cross-boundary strategic matters that have been dealt with rather than deferred, as evidenced by the statement of common ground; and

- d) **Consistent with national policy** – enabling the delivery of sustainable development in accordance with the policies in this Framework.

4.4 Heads of Planning

- a) Each Parties Head of Planning will jointly provide the strategic management for the Project to ensure that appropriate standards are maintained and that required outputs are achieved. The Project will remain as a regular standing agenda item for update, discussion and lead until such time as it is fully adopted by each Party.
- b) The role of Heads of Planning in managing the Project will include but is not limited to the following:
- The Heads of Planning group meets 6 times a year.
 - Ensure strategic cross boundary planning matters/issues are discussed and addressed (if necessary) and provide strategic leadership on:
 - joint planning work and/or research initiatives;
 - information sharing and approaches on spatial planning issues to ensure consistency of planning related strategies and strategic policies;
 - sharing best practice and consideration of shared services to help improve operational efficiency;
 - the development of a work programme focussing on regional priority issues;
 - the development of joint evidence bases in order to satisfy and meet requirement under the 'Duty to Co-operate' in relation to planning of sustainable development.

4.5 Working Group

- a) The working group will consist of one main representative and required resource from each of the Parties (the "Working Group"). The Working Group will have responsibility for the creation and execution of the Project deliverables. The core programme team members will be:
- *Barnsley: Team Leader for Planning Policy and/or Senior Officer Representative*
 - *Doncaster: Team Leader for Planning Policy and/or Senior Officer Representative*
 - *Rotherham: Team Leader for Planning Policy and/or Senior Officer Representative*
 - *Sheffield: Team Leader for Planning Policy and/or Senior Officer Representative.*
- b) The Working Group will manage the sub projects at 'workstream' level. The Working Group representative will (jointly or separately) report to Heads of Planning at regular intervals (as and when required) on key Project deliverables and performance within the required boundaries. Any decisions will be made jointly by the Working Group representatives and the Parties acknowledge that this will entail financial expenditure.

4.6 Reporting

Project reporting shall be undertaken at four levels as deemed appropriate:

1. Heads of Planning for South Yorkshire (meet every two months 2nd Tuesday)
2. Executive Leadership Team (Assistant Director and Director level) (for information / strategic steer.)
3. Executive Board (for information / strategic steer for upcoming key decisions)
4. Portfolio Holder / Cabinet Member / Policy committee (for information and decisions) (minimum quarterly or when required)

4.7 Approval Process

Project approval shall be undertaken at levels as deemed appropriate... Local Authority 'Local Plan making' decision hierarchy is:

5. Heads of Planning for South Yorkshire (meet every two months 2nd Tuesday)
6. Senior Management Team (Assistant Director and Director level) (for information, decisions and approval)
7. Executive Board (for information and Approval)
8. Portfolio Holder / Cabinet Member / Policy committee (for information and decisions)
9. Cabinet / Policy committee approval
10. Full Council (Approval) (statutory)

4.8 Project Costs

The apportionment of Project costs (as detailed at Annex C of this MoU) describes the Parties' percentage costs contributions for the Project. It is assumed there will be no cross-subsidisation between the Parties in relation to the cost contributions.

5. ROLES and RESPONSIBILITIES

5.1 The Parties shall undertake to procure consultants to aid Project delivery and ensure consultants are managed appropriately and given the required resource time to ensure the delivery of the Project (see clause 4.5 for the Working Group requirements / responsibilities).

5.2 Within three (3) months of the date of this MoU each Party shall produce a draft Local Development Scheme and the Working Group shall develop a delivery plan identifying the following:

- a) the key milestones for the delivery the Key Objectives;
- b) what employees (other than employees identified in this MoU) will be required to work on the Project;
- c) what staff will require access to the premises of another Party; and
- d) approved allocated budgets for each Party in support of the Project, a Project resource plan, a cost model for the Project and the Parties' reporting and day to day governance arrangements for the Project.
- e) the delivery plan must be approved by Heads of Planning prior to being implemented.

5.3 The Parties will require consultancy support to aid with the Project. The Parties agree that the appointment of any consultants will be carried out jointly having regard to the nature of the scope of the work to be undertaken by the relevant advisors. The standing orders of the lead party (which for the avoidance of doubt is the City of Doncaster Council) will apply to the procurements. These advisors will include but not be limited to:

- (a) project management,
- (b) technical (including engineering) advisor support,
- (c) procurement advice and
- (d) legal and commercial advice.

5.4 The Parties agree a fair methodology for cost sharing in advance of any commitments made, with the proportion of cost sharing or level of independence agreed for each advisor determined by reference to the scope of work required by the Parties. (see Annex C)

6. ESCALATION

6.1 If a Party has any issues, concerns or complaints about the Project, or any matter in this MoU, that Party shall notify the other Parties and the Parties shall then seek to resolve the issue by a process of consultation with the Working Group (or, where applicable, the Heads of Planning). If the issue cannot be resolved within 28 days, the matter shall be escalated to the Party Directors, which shall decide on the appropriate course of action to take.

6.2 If a Party 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 or the Environmental Information Regulations 2004 (SI 2004/3391)) in relation to the Project, the matter shall be promptly referred to the Working Group (or its nominated representatives).

6.3 In the event that a Party receives a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 (SI 2004/3391) in relation to any Project, then such Party shall follow its internal processes and comply with the statutory obligations in relation to such requests.

7. INTELLECTUAL PROPERTY

7.1 The Parties intend that (notwithstanding any secondment) any intellectual property rights created in the course of the Project shall vest in the Party whose employee created them (or in the case of any intellectual property rights created jointly by employees of the Parties, in the Party that is lead party noted in clause 5 above for the part of the Project that the intellectual property right relates to).

7.2 Where any intellectual property right vests in a Party in accordance with the intention set out in clause 7.1 above, that Party shall grant a royalty free irrevocable licence to the other Parties to use that intellectual property for the purposes of the Project.

8. TERM AND WITHDRAWAL

8.1 This MoU shall commence on the date of signature by the last of the Parties, and shall (subject to clause 8.2) expire on completion of the Project

8.2 A Party may withdraw from this MoU by giving at least three (3) months' notice in writing to the other Parties at any time. Withdrawal from this MoU does not terminate the Project.

8.3 In the event of withdrawal pursuant to clause 8.2 the provisions of clause 10.3 shall continue to apply.

9. VARIATION

9.1 This MoU, including the Annexes, may only be varied by written agreement of all Parties.

10. CHARGES AND LIABILITIES

10.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

10.2 The Parties agree to share the costs and expenses arising in respect of the Project between them in accordance with Annex C to this MoU and the Project arrangements set out in Annex A.

10.3 The Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and/or omissions and each Party intends that each other Party shall be liable for any loss it suffers as a result of this MoU.

11. STATUS

11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations in relation to the production of a 'Sound' South Yorkshire Local Waste Plan.

12. THIRD PARTY RIGHTS

13.1 No term of this MOU is intended to confer a benefit on; or to be enforceable by, any person who is not a party to this Agreement.



Signed for and on behalf of **Barnsley Metropolitan Borough Council**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **City of Doncaster Council**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **Rotherham Metropolitan Borough Council**

Signature:

Name:

Position:

Date:

Signed for and on behalf of **Sheffield City Council**

Signature:

Name:

Position:

Date:

Annex A – Part 2

CONTACT POINTS

Barnsley Metropolitan Borough Council	
Name:	
Office address:	
Tel No:	
E-mail Address:	

City of Doncaster Council	
Name:	
Office Address:	
Tel No:	
E-mail Address:	

Rotherham Metropolitan Borough Council	
Name:	
Office Address:	
Tel No:	
E-mail Address:	

Sheffield City Council	
Name:	
Office Address:	
Tel No:	
E-mail Address:	

Annex B

Information Sharing Protocol

Service Specific Protocol – South Yorkshire Waste Plan

1 Aim

To provide clear guidance for partner organisations to help them share information safely, in compliance with the law while respecting confidentiality.

2 Why do we need to share information?

- To ensure the historical information can be obtained
- To ensure that all partners can access up to date information about the South Yorkshire Waste Plan and associated Projects
- To support the South Yorkshire Waste Plan's case if it is necessary to bring or defend legal proceedings or if the South Yorkshire Waste Plan is under investigation
- To ensure the information is consistent across all partners
- To promote transparency
- To ensure that all partners have all relevant information needed to inform the decision making process in relation to waste service matters.

3 What information is to be shared?

The following data flows have been identified:

- All relevant waste plan information
- Contract documents
- Financial information regarding joint Projects
- Reports included in the decision making process.

4 How and when will data be shared?

Documentation will be stored in a Microsoft Teams folder (accessible by all Parties) hosted by City of Doncaster Council and held in compliance with the City of Doncaster Council Retention Policy. Documents will be subject to version control.

5 Retention of information

The data received and stored by each Party will be subject to each **Parties** Security and Archiving Procedures.

6 Quality Assurance.

Barnsley, Doncaster, Rotherham and Sheffield councils will be responsible for the quality of the information they provide to each other.

7 Renewal of the service specific protocol

The service specific protocol will be reviewed every twenty-four (24) months.

Please note this list is not exhaustive and is subject to change.

Annex C

Agreed proportional split of Project costs

SY Authority	Population @ 2021	% costs split per head of population
Sheffield	556,521	40.47
Doncaster	308,106	22.41
Rotherham	265,807	19.33
Barnsley	244,572	17.79
Total	1,375,006	100.00