Memorandum of Understanding

between

Maldon District Council

AND

Maldon & Blackwater Estuary Coastal Community Team
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THIS AGREEMENT is dated 2016

PARTIES
The parties to this Agreement are:
(1) Maldon District Council (the ‘Accountable Body’)
(2) The Maldon and Blackwater Estuary Coastal Community Team (‘CCT’)

Recitals

1.1 The CCT and its Management Team have been established in order to further develop an Economic Plan and delivery programme for the Maldon District, funded by the Department for Communities and Local Government (DCLG) Coastal Communities Fund.

1.2 The CCT is responsible for the implementation, monitoring and review of the Economic Plan and the overall Action Plan within the vires set out for it by the Accountable Body.

1.3 The Accountable Body will receive reports from the CCT to its Planning and Licensing Committee, who will be responsible for the overall delivery of the Programme.

1.4 This Agreement sets out how the Parties will work together to ensure the successful delivery of the Programme.

2. DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Coastal Communities Fund</td>
<td>A fund within the Big Lottery Fund that aims to encourage the economic development of UK coastal communities by awarding funding to create sustainable economic growth and jobs.</td>
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<tr>
<td>Committee</td>
<td>A committee of the Accountable Body.</td>
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<tr>
<td>DCLG</td>
<td>Department for Communities and Local Government</td>
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<tr>
<td>Economic Plan</td>
<td>A document prepared by the CCT which focusses on key economic issues facing the coastal area, and sets out both short term and longer term priorities for the CCT with the aim of support economic growth and well-being in the District.</td>
</tr>
<tr>
<td>Action Plan</td>
<td>A document which summarises activities, timescales, outcomes, partners and indicative costs, arising from potential interventions identified in the CCT Economic</td>
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</tbody>
</table>
Plan.

<table>
<thead>
<tr>
<th>Party or Parties</th>
<th>Means the Parties to this agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Agreement</td>
<td>Means this Agreement which defines the respective roles and processes of the respective parties to this Agreement pertaining to the remit of the Maldon and Blackwater Estuary Coastal Community Team</td>
</tr>
<tr>
<td>The Programme</td>
<td>A series of tasks or projects approved by the CCT membership to be delivered in the short, medium and long term, subject to the availability of resources.</td>
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3. **BACKGROUND**

3.1 The Parties have agreed to work together in order to develop and implement an Economic Plan and subsequently a Programme of activity which will be delivered within the Maldon District using monies awarded to the Accountable Body from the Coastal Communities Fund or others.

3.2 Together the CCT and Accountable Body are responsible for taking all major decisions affecting its delivery of the Programme.

3.3 The Parties wish to record the basis upon which they will collaborate with each other to implement the Agreement, including:

(a) the key objectives of the Agreement;

(b) the principles of collaboration; and

(c) the respective roles and responsibilities the Parties will have during the Agreement.

3.4 The key objectives of the Agreement are to;

- Develop and implement an efficient and effective system of working together in order to efficiently apply funding from the Coastal Communities Fund within the Maldon District.
- Satisfy all legislative, statutory and governance requirements;
- Ensure that the CCT works only with the vires given to it by the relevant committee of the Accountable Body;
- Report the workings of the CCT to the Planning and Licensing Committee who are empowered by the Council of the Accountable Body to direct the efforts and work of the CCT.

4. **PRINCIPLES OF COLLABORATION**

4.1 The Parties have agreed the terms of this agreement.
The members of the CCT agree to adopt the following principles when carrying out the Agreement (CCT Core Principles):

(a) To carry out the directions of the relevant committee of the Accountable Body;
(b) Continue to collaborate and co-operate to achieve the objectives of this agreement, with all necessary governance being undertaken by the CCT;
(c) Be accountable for its actions and to address issues allocated to it by the Accountable Body, subject to resource limitations;
(d) Carry out the respective roles and responsibilities set out in this agreement;
(e) Be open. Communicate openly about major concerns, issues or opportunities relating to the Agreement;
(f) Adhere to statutory requirements and best practice;
(g) Comply with applicable laws;
(h) Adhere to the vires set forth within the constitution of the Accountable Body;
(i) Adhere to the limits of the delegations made to the CCT from the relevant Committee of the Accountable Body;
(j) Act in good faith to support achievement of the key objectives (clause 3.4) and compliance with these Principles;
(k) Engage with and appoint to the CCT and its Management Committee a wide range of members which reflects the needs and makeup of the Maldon District.

4.2 The members of the CCT agree to adopt the following general obligations when carrying out the Agreement:

(a) To treat each other with respect;
(b) To act fairly and transparently;
(c) To act consistently with the Seven Principles of Public Life (Annex C);
(d) Comply with the requirements of the Equality Act 2010;
(e) to ensure that they do not allow, instruct or condone any act to be done which is or is likely to compromise the impartiality of the CCT or the Accountable Body or any Committee of the Accountable Body;
(f) ensure that any confidential information remains confidential and is not shared external to the CCT or the Committee of the Accountable Body, unless you are required to do so by law;
(g) to consult with the Committee of the Accountable Body at all suitable stages and where required to ensure that they do not exceed their vires;
(h) to identify immediately a situation where they have or are likely to have a conflict of interests which would prejudice their involvement in the work of the CCT (advice may be sought from the Accountable Body’s legal team on the implication of a disclosable personal interest being identified);

4.3 The Accountable Body in the form of its Planning and Licensing Committee agrees to adopt the following non exhaustive general obligations when carrying out the Agreement:

(a) Enter into, or facilitate the entering into a funding agreement with the DCLG or other funder at an appropriate juncture on terms agreed between the parties to that funding agreement;

(b) Act in compliance with its own Constitution and any other relevant governance documents;

(c) Review all iterations of the Economic Plan that has been prepared by, or on behalf of the CCT;

(d) Submit the Economic Plan to the DCLG and other agencies upon request and at an appropriate juncture;

(e) Instruct the CCT on the development of the Economic Plan and overarching Programme;

(f) Instruct the CCT as to which sectors of the Community should contribute to the Economic Plan and any work undertaken on behalf of the Accountable Body by the CCT.

5. ROLES AND RESPONSIBILITIES

5.1 The role and responsibilities of the Accountable Body are broadly as follows:

- ultimate responsibility for delivery of the Programme;
- overall control of the use of Coastal Community Fund monies;
- to instruct the CCT on any matters that need to be undertaken in pursuit of the Programme;
- and such other responsibilities as required when discharging their duty to the funding body.

5.2 The Parties shall undertake the following roles and responsibilities:
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<tr>
<th>Party</th>
<th>Responsibility</th>
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<tbody>
<tr>
<td>CCT</td>
<td>(a) Draft and review the Economic Plan and Action Plan documents at least every 12 months.</td>
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<td></td>
<td>(b) Carry out the instructions of the Accountable Body or a Committee of the Accountable Body.</td>
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<td></td>
<td>(c) Monitor the implementation of the Action Plan.</td>
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<td>(d) Report back to the Accountable Body and its Committee at suitable stages.</td>
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<td></td>
<td>(e) Promote the work of the CCT in collaboration with the Accountable Body, plans, objectives and achievements, throughout the local area and beyond;</td>
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<td></td>
<td>(f) Create and foster good links with other key organisations and stakeholders within and outside of the Maldon District area.</td>
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<tr>
<td>Accountable Body</td>
<td>(a) Ultimate responsibility for delivery of the Programme;</td>
</tr>
<tr>
<td></td>
<td>(b) Overall control of the use of Coastal Community Fund monies;</td>
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<tr>
<td></td>
<td>(c) To instruct the CCT on any matters that need to be undertaken in pursuit of the Programme;</td>
</tr>
<tr>
<td></td>
<td>(d) Such other responsibilities as required when discharging their duty to the funding body.</td>
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6. **TERM AND TERMINATION**

6.1 This Agreement shall commence on the date of signature by all of the Parties, and prevail until further agreement.
6.2 Either Party (Maldon District Council or the Maldon & Blackwater Estuary Coastal Community Team) may terminate this Agreement by giving at least two calendar months' notice in writing to the other Parties at any time.

6.3 This Agreement shall take precedence over any earlier Agreement.

7. **VARIATION**

   This Agreement, including the Annexes (not withstanding any planned reviews and updates), may only be varied by agreement between all parties to the Agreement.

8. **CCT OPERATIONAL PROTOCOL**

   8.1 The CCT shall comprise elected Members of Maldon District Council, stakeholders, members of the community and voluntary sector, reflecting the district’s geographical extent and its sectorial composition.

   8.2 The CCT shall be instructed by and work to the instructions of the Committee of the Accountable Body.

   8.3 The CCT shall only work within the specific remit identified by the Committee of the Accountable Body.

   8.4 The CCT shall consider information and proposals brought to it by Officers of the Accountable Body, outside agencies who have been invited to address the CCT and its own membership.

   8.5 The CCT shall make recommendations to the Committee of the Accountable Body in respect of any grant awards or proposed projects.

   8.6 Membership of the CCT shall be made up of representatives from organisations which have an interest in coastal matters and the economic well-being of the Maldon District.

   8.7 Each member (or organisation, if the member is a representative of an organisation) shall have one vote.

   8.8 The CCT shall vote on all recommendations which shall thereafter be brought to the Committee of the Accountable Body for their consideration. A vote shall be undertaken on the basis of a simple majority, with the Chairperson (or Vice when applicable) having a casting vote.

   8.9 A member who represents an organisation may have a substitute who may attend a CCT meeting and vote on their behalf. If a substitute member is to attend, the Member who is to be substituted shall give advance notice to the relevant support officer of the Accountable Body.
8.10 It is preferable for Officers and Staff of stakeholder organisations to act as substitutes for members of the Coastal Community Team and the Coastal Community Team Management Team, subject to agreement with the incumbent Chairman and/or the Vice Chairman.

8.11 The CCT shall elect a Chairperson and Vice Chairperson annually from within its membership.

8.12 The CCT shall elect a Management Team from its membership which shall include the Chairperson and Vice Chairperson of the CCT.

8.13 The CCT Management Team shall be constituted as follows:

I. Four (4) Maldon District Council elected Members (Chairpersons and Vice Chairpersons of the Planning and Licensing Committee and the Community Services Committee).

II. Two (2) Parish councillors

III. Three (3) members from the business community

IV. One (1) Essex County Council – Coastal Officer

V. One (1) member from the Voluntary Sector

VI. One (1) member from the environmental sector

VII. One (1) member from a Sailing Club (which has its headquarters within the Maldon District)

VIII. One (1) member from a heritage group (who has interests/activities within the Maldon District)

8.14 The CCT shall meet at least once every quarter unless cancelled with seven (7) clear days prior notice.

8.15 The dates of meetings of the CCT shall, where possible, be agreed by its Members one year in advance.

8.16 Meetings of the CCT may take place at various locations within the local area.

8.17 A meeting of the CCT shall be quorate when five (5) members of the CCT Management Team are in attendance.

8.18 Meetings of the CCT Management Team shall be held every three (3) months, or earlier at the request of the Chairperson.
8.19 Where there is no business for the CCT to transact the Chairperson (or Vice Chairperson, where the Chairperson is unavailable) may at their sole discretion cancel the meeting.

8.20 Urgent business may only be tabled at a meeting with the consent of the Chairperson (or where applicable the Vice Chairperson).

8.21 Members of the CCT must seek to be respectful to the other members of the CCT at all times.

8.22 Members of the CCT must at all time be mindful and apply the Seven Principles of Public Life (Annex C).

8.23 Failure to attend three (3) consecutive meetings of the CCT may result in loss of a place on the CCT, at the discretion of the Chairperson or Vice Chairperson, where the Chairperson is unavailable.

8.24 The CCT may at any time seek instruction from the Committee of the Accountable Body and/or seek consideration by the Committee of the CCT’s recommendations.

8.25 Administrative facilitation, including issue of papers and production of minutes of the CCT meetings shall be undertaken by Officers of the Accountable Body, or as delegated by the Accountable Body.

9. STATUS

9.1 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 enter into the Agreement intending to honour all their obligations.

9.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party as the agent of any other Party, nor authorise any of the Parties to make or enter into any commitments for or on behalf of any of the other Parties.

10. REVIEW

This Agreement shall be reviewed by the parties on an ad hoc basis.

11. SIGNATURES

Signed for and on behalf of:
MALDON DISTRICT COUNCIL

Signature: ..............................................................................
Name: ....................................................................................
Position: ..................................................................................
Date: ......................................................................................

Signed for and on behalf of:

MALDON & BLACKWATER ESTUARY
COASTAL COMMUNITY
MANAGEMENT TEAM

Signature: ..............................................................................
Name: ....................................................................................
Position: ..................................................................................
Date: ......................................................................................

Annex A: The Economic Plan

Annex B: The Action Plan


ANNEX C: The Seven Principles of Public Life

1. Selflessness
Holders of public office should act solely in terms of the public interest.

2. Integrity
Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

3. Objectivity
Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

4. Accountability
Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

5. Openness
Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

6. Honesty
Holders of public office should be truthful.

7. Leadership
Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.