

**DATED**

**CATCHMENT TO COAST MEMORANDUM OF UNDERSTANDING**

BETWEEN

SOUTHEND-ON-SEA BOROUGH COUNCIL

THURROCK COUNCIL

AMBIOTEK COMMUNITY INTEREST COMPANY

ANGLIAN WATER SERVICES

CASTLE POINT BOROUGH COUNCIL

ESSEX WILDLIFE TRUST

ROCHFORD DISTRICT COUNCIL

THAMES21

KING'S COLLEGE LONDON

UNIVERSITY OF ESSEX

RELATING TO THE DELIVERY OF ENVIRONMENT AGENCY INNOVATION RESILIENCE  
FUND – **CATCHMENT TO COAST**

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**MEMORANDUM OF UNDERSTANDING (“MOU”)**

BETWEEN

**SOUTHEND-ON-SEA BOROUGH COUNCIL** (the “Southend Council”) of Civic Centre,  
Victoria Avenue, Southend-on-Sea, Essex SS2 6ER

**THURROCK COUNCIL** (the “Thurrock Council”) of Civic Offices, New Road, Grays, Essex,  
RM17 6SL

**AmbioTEK COMMUNITY INTEREST COMPANY** (the “AmbioTEK”) of 100 Undercliff  
Gardens, Leigh on Sea, Essex SS9 1ED

**ANGLIAN WATER SERVICES** (the “Water Services”) of Lancaster House, Lancaster Way,  
Ermine Business Park, Huntingdon, PE29 6YJ

**CASTLE POINT BOROUGH COUNCIL** (the “Borough Council”) of Council Offices, Kiln  
Road, Thundersley, Benfleet, Essex SS7 1TF

**ESSEX WILDLIFE TRUST** (the “Trust”) of Abbots Hall Farm, Great Wigborough,  
Colchester, Essex CO5 7RZ

**KING’S COLLEGE LONDON** (the “King’s College London”) of Strand, London, WC2R 2LS

**ROCHFORD DISTRICT COUNCIL** (the “District Council”) of South Street, Rochford, Essex,  
SS4 1BW

**THAMES21** (the “Thames21”) of The City of London, Guildhall, Aldermanbury Street,  
London, EC2V 7HH

**UNIVERSITY OF ESSEX** (the “University”) of Wivenhoe Park, Colchester, Essex, CO4 3SQ

All parties collectively called the **IRF CATCHMENT TO COAST**

## **1 Background**

- 1.1 The purpose of this MoU is to set out the roles and responsibilities of IRF Partnership in relation to facilitating the delivery of the Catchment to Coast Innovation Resilience Funding Project, as detailed in the Expression of Interest (EOI).
- 1.2 This MoU shall under no circumstance be construed to form a legally binding document. Notwithstanding the foregoing, the IRF Partnership will agree in good faith to comply with this MoU and to act in a co-operative manner in respect of its operation (including supporting the clarification of project financial and technical matters).

## **2 Definitions and Interpretation**

### **Operational Period**

The term of this MoU is for six years commencing on 1st April 2021 and expiring on 31st March 2027.

### **Dispute**

The meaning given in Clause 15.1.

### **Freedom of Information Act 2000**

Means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner.

### **Parties**

Means the parties to this MoU that make up the IRF Catchment to Coast Partnership.

### **IRF Executive Board, Steering Group & Project Delivery Team**

Membership and Terms of Reference are set out in Schedule 2 as defined within this MoU.

### **Project Manager**

Appointed to support the delivery of the IRF Catchment to Coast Project.

### **IRF Lead Authority Responsible Partner**

Means the Authority contracted with Department for Food and Rural Affairs (DEFRA) - in this instance Southend-on-Sea Borough Council.

### **Lead Project Partners**

Means the two Authorities who will share the delivery of the IRF project as joint IRF Lead Project Partners – in this instance Southend-on-Sea Borough Council and Thurrock Council.

### **IRF Partnership Funding Agreement**

Means the paperwork required to agree delivery of interventions and associated payment of funding to delivery partners.

- 2.1 References to any statute or sub-ordinate legislation in this MoU includes references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time.

- 2.2 References to clauses, paragraphs and schedules is to Clauses and Paragraphs of and Schedules to this MoU.
- 2.3 References to any gender includes any other.
- 2.4 References to writing includes email.
- 2.5 The words “include” and “including” are to be construed without limitation.
- 2.6 The singular includes the plural and vice versa.

### **3 Operational Period**

This MoU and the rights and obligations of the IRF Catchment to Coast Partnership shall take effect for the duration of the Operational Period as set out in Section 2.

### **4 The Services**

- 4.1 The IRF Catchment to Coast Partnership shall provide the Services as set out in the Project Plan Timeline during the Operational Period in accordance with this MoU and:
- 4.2 the Partners requirements as set out in the Specification contained in Schedule 2 and Appendix 2;
- 4.3 all applicable Legislation;
- 4.4 no changes to the Services will be made unless these have been first referred to and agreed in writing by the IRF Executive Board.

### **5 Partnering Principles and Responsibilities**

- 5.1 The Parties acknowledge that the major objectives of this MoU are;
- To deliver the outcomes of the Catchment to Coast IRF Project in an efficient and effective manner.
  - To improve engagement and knowledge management through the collaborative expertise of the IRF Catchment to Coast Partnership to deliver effective two-way communication throughout the life cycle of the project.
  - Build on existing and develop new collaborative working relationships between key stakeholders in the project area.
- 5.2 The Parties shall throughout the Operational Period comply with their respective responsibilities set out in this MoU and its Schedules.
- 5.3 Activities under the Project will be carried out in line with the policies and procedures of the Environment Agency (EA) Innovation Resilience Fund.

### **6 Publicity**

- 6.1 All parties shall assist in the development and implementation of a Communication and Engagement Strategy.
- 6.2 All media releases will be circulated by the Communication & Engagement Sub-group to the IRF Steering Group representatives for comment and agreement in advance of release.

## **7 Termination**

- 7.1 Any Party shall be entitled to terminate this MoU by giving the other Parties 3 months' written notice at any time during the Term; or by notice but with immediate effect where any Party has committed a material breach of this MoU ("Termination Date").

## **8 Consequences of Termination**

- 8.1 The Parties shall each carry out their respective responsibilities in accordance with this MoU until the expiry date or if earlier, the Termination Date.

## **9 Amendments to the MoU**

- 9.1 Any amendments to this MoU shall only be valid if they are in writing and signed by an authorised representative of each Party. These shall be agreed prior to amendments being made.

## **10 Freedom of Information**

- 10.1 The Parties acknowledge that they are subject to the Freedom of Information Act (FOI) (and relevant exemptions) and agree to assist and co-operate with each other to enable them to comply with their obligations under the FOI Act.

## **11 Data Protection**

- 11.1 The Parties shall comply with their obligations under the Data Protection Act 1998 and the Computer Misuse Act 1990 and any relevant subsequent legislation insofar as performance of this MoU gives rise to obligations under those Acts.

## **12 Notices**

- 12.1 All notices and other communications relating to this MoU shall be in writing and shall be served by a Parties on the other Parties at the following addresses in Appendix 4.

## **13 Governing Law**

- 13.1 This Memorandum of Understanding is governed by English Law.

## **14 IRF Executive Board, IRF Steering Group & IRF Project Delivery Team**

- 14.1 The Parties have agreed to form an IRF Executive Board that will determine the priorities within the programme to oversee the operational, legal and financial decisions Southend-on-Sea Borough Council is required to make as IRF Lead Authority Responsible Partner.
- 14.2 The Parties have agreed to form an IRF Steering Group which will be responsible for the overall strategic direction of the programme and the vehicle through which public statements will be made.
- 14.3 The Parties have agreed to form an IRF Project Delivery Team collectively responsible for delivering, monitoring and evaluating the IRF programme.
- 14.4 The Boards will operate in accordance with the Terms of Reference contained in Schedule 2.

## **15 Dispute Resolution**

- 15.1 In the event of a dispute between the Parties arising out of or in connection with this MoU (a "Dispute"), the Parties shall attempt to resolve the Dispute by referral to the IRF Executive Board for discussion at a managerial level appropriate to the Dispute in question.
- 15.2 If the matter cannot be resolved within forty working (40) days of it having been referred to the IRF Executive Board, the matter shall be escalated to the Environment Agency's Executive Officer for resolution and the same shall meet for discussion within fourteen (14) days thereafter or such longer period as the Parties may agree.
- 15.3 If the Dispute is not resolved within forty (40) working days of escalation of the dispute in accordance with clause 15.2 the Parties shall refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 15.4 If the Parties cannot agree on a mediator, the Parties shall appoint a mediator nominated by CEDR.
- 15.5 The Parties shall use their reasonable endeavours to conclude the mediation within forty (40) days of referral of the Dispute to mediation.
- 15.6 The Parties shall continue to comply with, observe and perform all their obligations hereunder regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution under this clause and shall give effect forthwith to every recommendation of the mediator.

## **16 Intellectual Property (IP)**

- 16.1 Background intellectual property (IP) is created or developed outside this will remain as the property of who created it which called the owners. Background IP can only be shared within this project with permission from the owner.
- 16.2 Foreground IP is created or developed in this project (i.e. with project funds). It remains at the property of the creating team but is made available to others in the project. It may be open sourced (made available to anyone) if this is required by the funder or agreed by the contributing partners, so long as this does not break anonymity of human participants or create other ethical or data protection issues.
- 16.3 The IP generated in this project can be published (for example in scientific literature) in which case all parties who contributed the data should be acknowledged in the publication or be invited to contribute as co-authors of the publication.

## ACCEPTANCE OF MoU

### **Signed for and on behalf of Southend-On-Sea Borough Council**

Signature:

Name:

Date:

Position:

### **Signed for and on behalf of Thurrock Council**

Signature:

Name:

Date:

Position:

### **Signed for and on behalf of Rochford District Council**

Signature:

Name:

Date:

Position:

### **Signed for and on behalf of Castle Point Borough Council**

Signature:

Name:

Date:

Position:

**Signed for and on behalf of Anglian Water Services**

Signature:

Name:

Date:

Position:

**Signed for and on behalf of King's College London**

Signature:

Name:

Date:

Position:

**Signed for and on behalf of University of Essex**

Signature:

Name:

Date:

Position:

**Signed for and on behalf of Thames21**

Signature:

Name:

Date:

Position:

**Signed for and on behalf of AmbioTEK Community Interest Company**

Signature:

Name:

Date:

Position:

**Signed for and on behalf of Essex Wildlife Trust**

Signature:

Name:

Date:

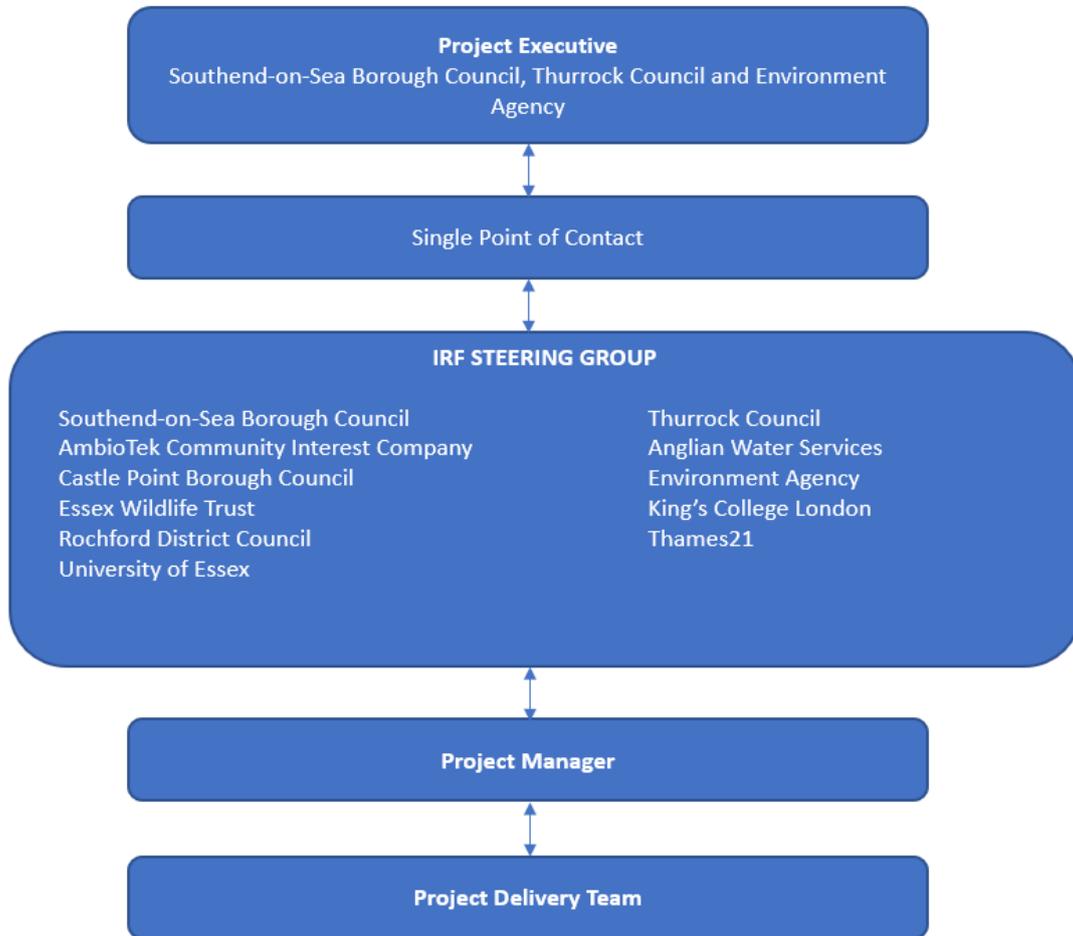
Position:

## SCHEDULE 1 – SERVICE SPECIFICATIONS

### 1 Aims and Objectives

- 1.1 The Department for Food and Rural Affairs has awarded the IRF Catchment to Coast Partnership £6.323 million over the next six years.
- 1.2 Southend-on-Sea Borough Council is the IRF Lead Authority Responsible Partner responsible to DEFRA for overall programme and financial management.
- 1.3 Southend-on-Sea Borough Council and Thurrock Council will share the delivery of the IRF project as joint IRF Lead Project Partners.
- 1.4 Southend-on-Sea Borough Council and Thurrock Council will lead on area specific projects within each of their administrative boundaries to ensure robust governance of project elements.
- 1.5 The Catchment to Coast Project has six key objectives:
  - The project will enhance the existing collaborative working arrangements between Southend-on-Sea Borough Council and Thurrock Council and build upon the history of successful joint scheme deliveries. Furthermore, the Catchment to Coast Partnership will develop new collaborative working relationships between key stakeholders in the area, ranging from other government organisations, wildlife charities, utility companies and academic institutions, to deliver multiple benefits.
  - Catchment to Coast will examine, implement, and evaluate the use of natural flood management to protect the upper catchments within Thurrock, Rochford and Southend-on-Sea.
  - Catchment to Coast will investigate the management and protection of historic coastal landfill sites, by gathering baseline data and using innovative nature-based solutions and other techniques.
  - The project will develop a visual surface water/tidal flood warning system to warn those living in high-risk areas who do not subscribe to the national flood warnings service.
  - Collaborative PhD research opportunities will be utilised with local universities through the trialling of not only innovative techniques to improve flood and erosion resilience but also the use of smart tools for monitoring and evaluation.
  - Improved engagement and knowledge management through the collaborative expertise of the Partnership, innovative approaches and techniques will be developed to ensure effective, two-way communication throughout the life cycle of the project.

## 2 Partnership Management and Reporting Structure



## 3 Project Plan

3.1 Please see the FCERM 7 Form and the Project Plan Timeline in Appendix 1.

## **SCHEDULE 2 - TERMS OF REFERENCE**

### **1 Roles and Responsibilities**

- 1.1 Partnership roles and responsibilities is summarised below. IRF Project Commitment Forms for all partners are attached in Appendix 2.

### **2 IRF Executive Project Board**

- 2.1 The IRF Executive Project Board will determine the overall strategic direction as well as oversee any legal or financial decisions that Southend-on-Sea Borough Council is required to make as the Lead Authority Responsible Partner.
- 2.2 The Board will also be responsible for determining any disputes within the project.
- 2.3 The Board will be made up of an Executive Officer from the Agency, two Executive Officers and the relevant Elected Members from the IRF Lead Project Partners.
- 2.4 The Board will meet annually (at a minimum) and not more than quarterly unless a Dispute Resolution meeting is called.

### **3 IRF Steering Group**

- 3.1 The IRF Steering Group will be formed by a representative from each partner organisation. The Steering Group will agree and lead the programme's priorities and make key decisions on project deliverables.
- 3.2 However, from time-to-time input may be required from additional stakeholders. Additional stakeholder attendance will be determined by the progress and stage of the project.
- 3.3 The IRF Project Manager will report progress of the Project Delivery Team and highlight any risk or critical path items to the Steering Group for consideration and direction.
- 3.4 The IRF Senior Responsible Officer (SRO) from the Lead Authority Responsible Organisation within the Steering Group will report to the IRF Executive Project Board and chair the quarterly meetings.
- 3.5 External communications and engagement will be directed and agreed by the Steering Group.
- 3.6 The Group will meet quarterly as a minimum; special meetings may be called as deemed appropriate.

### **4 IRF Project Delivery Team**

- 4.1 The IRF Delivery Team will be accountable for managing the day-to-day delivery of the project.
- 4.2 The Team will be chaired by the IRF Project Manager and will meet not more than monthly unless a certain workstream necessitates an additional special meeting.
- 4.3 The Team will be comprised of relevant representatives from the Partnership who are critical to the successful delivery of project workstream over the six years; this membership may vary as the programme progresses.

4.4 Project progress will be reported at the IRF Steering Group by the IRF Project Manager. In addition, key decisions to be made will be discussed and determined at the Steering Group and cascaded to the IRF Delivery Team by the IRF Project Manager as required.

## **5 IRF Project Manager**

5.1 The IRF Project Manager is in place to support the work of the IRF Lead Project Partners.

5.2 The IRF Project Manager will be responsible for overseeing all delivery elements of the programme including financing and reporting to DEFRA through the resourcing and staffing structure outlined in this MoU.

## **SCHEDULE 3 – STAFFING & FINANCE ARRANGEMENTS**

### **1 Funding**

- 1.1 The Partnership has secured £6.324 million over the next six years from the Department of Environment, Food and Rural Affairs from the Innovation Resilience Funds for the period 2021 – 2027.
- 1.2 All Parties will be required to submit a quarterly financial claim form. Partners are required to submit the claim form provided in Appendix 3 by first week of the month.
- 1.3 The payment will be made within 30 days after receipt of claim form.

### **2 Staffing and Resources**

- 2.1 The IRF Lead Project Partners will be responsible for programme delivery and co-ordination across the partners, supported IRF Project Manager.
- 2.2 Funds allocated for delivery within partnership organisations will typically be provided in arrears following completion of a Project Fund Claim Form that will detail the allocated budget, defrayed expenditure and outputs delivered.
- 2.3 Notwithstanding clause 2.2, funds for PhD Studentships will be provided annually in advance as detailed in an agreed budget and formalised in a Studentship agreement.
- 2.4 The outputs expected and timetable of claims for reimbursement of delivery costs incurred by partnership organisations will be agreed on a project-by-project basis as set out in this MoU.

## APPENDICES

- Appendix 1 FCERM 7 Form and Project Plan Timeline
- Appendix 2 IRF Project Commitment Forms
- Appendix 3 IRF Catchment to Coast Project Claim Form
- Appendix 4 Partner Addresses and Contact Details

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