



MEMORANDUM OF UNDERSTANDING

Duty to Co-operate

Newcastle, Gateshead, Northumberland, Durham, North Tyneside, South Tyneside and Sunderland Councils

1. Introduction

- 1.1 This Memorandum of Understanding is the agreement between Newcastle City Council, Gateshead Council, Northumberland County Council, Northumberland National Park, Durham County Council, North Tyneside Council, South Tyneside Council and Sunderland City Council (“the Partners”) to comply with the duty to co-operate on planning issues set out in Section 33A of the Planning and Compulsory Purchase Act 2004 (the Act) as well as those that relate to Strategic Priorities as set out in the National Planning Policy Framework.
- 1.2 Section 33A of the Act introduces a new ‘duty to co-operate’. This applies to all local planning authorities in England and to a number of other public bodies including the Marine Management Organisation, Environment Agency, Historic Buildings & Monuments Commission for England, Natural England, Civil Aviation Authority, Homes & Communities Agency, Clinical Commissioning Groups, Office of the Rail Regulator, Highways Agency, Integrated Transport Authorities and Highway Authorities.
- 1.3 Section 20 of the Act requires that in examining Local Plans the Secretary of State will be assessing whether the Local Planning Authority has complied with the duty to co-operate in preparing the Local Plan.

2. The purpose of our co-operation

- 2.1 The purpose of the Memorandum of Understanding is to set out how the Partners will comply with the duty to co-operate for their mutual benefit and for that of their joint plan making area. It will:
 - Clarify and record the responsibilities of the Partners both individually and collectively; and
 - Establish guidelines for joint working going forward in accordance with the governance arrangements set out in the Memorandum of Understanding.

3. Status of the Memorandum of Understanding

- 3.1 The Memorandum of Understanding is an operational document. It is not a formally binding legal agreement and the partnership is not a legal entity.
- 3.2 The Partners individually and collectively agree to use all reasonable endeavours to comply with the terms and spirit of the Memorandum of Understanding.

- 3.3 Under the Memorandum of Understanding the Partners cannot employ staff, let contracts or commit financial resources on behalf of the constituent Partners without their formal agreement.
- 3.4 Agreement to or withdrawal from the Memorandum of Understanding does not remove a Local Authority's duty to co-operate pursuant to the Act.

4. Governance Arrangements

- 4.1. These arrangements are set out on the attached flowcharts ("the Flowcharts"). The arrangements are as follows:
- 4.2. Each local authority will be responsible for preparing and adopting their own Local Plan, development plan documents and local development documents and setting up their own governance arrangements to facilitate this.
- 4.3 Each Local Authority's Local Plan Governance Group will feed progress reports and strategic priority issues that have a cross-boundary interest to the Planning Heads of Service Group for discussion. The Planning Heads of Service Group will include representation from each of the seven local authorities. This will be the mechanism of co-operating on such issues.
- 4.4 The Planning Heads of Service Group will report their discussions and agreed actions back to the Local Plan Governance Groups and as appropriate to any or all of the following:
 - Economic Directors Group
 - LEP Transport Group
 - LEP Planning and Infrastructure Group
 - Chief Executives Group
 - Leaders and Elected Mayors Group
 - North East Local Enterprise Partnership (LEP)
- 4.5 These above groups may also refer issues to the Planning Heads of Service Group for discussion and or action and for feeding back to the Local Plan Governance Groups.
- 4.6 The Local Plan Governance Group is the relevant board or grouping of senior officers managing the production of the authority's Local Plan.

5. Scope of Co-operation

- 5.1 Each Partner will engage constructively, actively, expediently, and on an on-going basis in any process which involves the following:
 - The preparation of Local Plans;
 - The preparation of other local development documents;
 - Activities that can reasonably be considered to prepare the way for activities which any of the above that are or could be contemplated; and
 - Activities that support any of the above so far as they relate to sustainable development or use of land that has or would have a significant impact on at least two planning areas, including sustainable development or use of land for or in connection with infrastructure that is strategic and has or would have a significant impact on at least two planning areas.
- 5.2 Engagement for the purposes of 5.1 includes in particular:
 - Considering whether to consult on and prepare and enter into and publish agreement on joint approaches to the undertaking of activities in 5.1; and
 - Considering whether to agree to prepare joint local development documents.

- 5.3 When complying with the duty to co-operate the Partners will have regard to guidance given by the Secretary of State.

6. Meetings

- 6.1. The Planning Heads of Service Group will meet bi-monthly or as required.

7. Funding and Finance

- 7.1. Each Authority will use its own staff to progress their Local Plans except where consultants are used.
- 7.2. If consultants are used on a joint basis their costs will be apportioned dependent upon the amount of work that affects each authority's area. The Project Directors responsible for each Local Plan Governance Group or in their absence the Project Owners as specified on the Flowcharts will be responsible for authorising the costs associated with any work prior to that work being commenced.
- 7.3. Each authority will invoice the other authority once every two months for expenditure it has incurred on the others behalf, providing supporting detail of the relevant transactions as appropriate.

8. Duration

- 8.1. The joint governance arrangements will remain in place until the duty to co-operate is no longer required by legislation.

9. Dispute Resolution

- 9.1. In the event of a dispute that cannot be resolved by the Planning Heads of Service Group the matter concerned will be referred to the Chief Executives Group. If the matter cannot be resolved by the Chief Executives Group it will be referred to the Leaders and Elected Mayors Group. If the matter is not able to be satisfactorily resolved the Partners put in writing and keep on file the matter.
- 9.2. Those decisions in respect of agreement and dispute will be clearly logged and submitted as part of the evidence to each respective local planning authority's Local Plan examination to demonstrate how the duty has been complied with.

10. Intellectual Property Rights

- 10.1. Subject to the rights of third parties, the Partners will share equally the intellectual property rights to all data, reports, drawings, specifications, designs, inventions or other material produced or acquired including copyrights in the course of their joint work. The Partners agree that any proposal by one Partner to permit a third party to utilise the documents and materials produced by the partnership shall be subject to the agreement of all other Partners. Any changes, amendments or updates made to the documents and materials, if made under the terms of the Memorandum of Understanding, shall be jointly owned by the Partners.

11. Freedom of Information Requests

11.1. If any partner receives a freedom of information request in respect of shared work associated with the Memorandum of Understanding it will be shared at the earliest opportunity with the other relevant authorities in order to determine and achieve a consensus as to what information shall be released.

12. Termination

12.1. Any of the Partners may withdraw from the Memorandum of Understanding at any time. Any such withdrawal would need to be approved by the Chief Executives Group and Leaders and Elected Mayors Group.

12.2. If the Memorandum of Understanding is terminated, the Partners agree that any reports, studies or any other information which has been jointly prepared by the Partners can be used by each of the Partners separately.

13. Signatories



Leader: _____

Chief Executive: _____



Leader: _____

Chief Executive: _____



Leader: _____

Chief Executive: _____



North Tyneside Council

Elected Mayor: _____

Chief Executive: _____



Northumberland County Council

Leader: _____

Chief Executive: _____



Northumberland National Park

Chairman: _____

Chief Executive: _____



South Tyneside Council

Leader: _____

Chief Executive: _____



Sunderland City Council

Leader: _____

Chief Executive: _____

Duty to Co-operate Governance Structure 'Flowchart'

