

Memorandum of Understanding

DATED

MEMORANDUM OF UNDERSTANDING

between

LONDON BOROUGH OF BARKING AND DAGENHAM

And

PARTICIPATORY CITY (CIC)

THIS AGREEMENT is dated

2016

PARTIES

The parties to this memorandum of understanding (**MoU**) are:

- (1) THE LONDON BOROUGH OF BARKING AND DAGENHAM of Civic Centre Offices, Rainham Road North, Dagenham, RM10 7BN (**LBBB**).
- (2) PARTICIPATORY CITY (CIC) of Ladybrook, Burgh Hill, Bramshott, Liphook, GU30 7RQ (**PC**).

1. BACKGROUND

- 1.1 LBBB and PC have agreed to work together on the project detailed in Annex 1 to this MoU (**Project**).
- 1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This MoU sets out:
 - (a) the key objectives of the Project;
 - (b) the principles of collaboration;
 - (c) the governance structures the parties will put in place; and
 - (d) the respective roles and responsibilities the parties will have during the Project.

2. KEY OBJECTIVES FOR THE PROJECT

- 2.1 The parties shall undertake the Project to achieve the key objectives set out in Annex 1 to this MoU (**Key Objectives**).
- 2.2 The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in the Annex 1 to this MoU.

3. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

- (a) Communicate. Discuss and reflect on the new and innovative working relationship this partnership entails.
- (b) 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;
- (c) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;

- (d) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (e) 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;
- (f) adopt a positive outlook. Behave in a positive, proactive manner;
- (g) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- (h) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (i) manage stakeholders effectively;
- (j) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- (k) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

4. PROJECT GOVERNANCE

4.1 Overview

The governance structure defined below provides a structure for the development and delivery the Project.

4.2 Guiding principles

The following guiding principles are agreed. The Project's governance will:

- (a) provide strategic oversight and direction;
- (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- (c) align decision-making authority with the criticality of the decisions required;
- (d) be aligned with Project scope and each Project stage (and may therefore require changes over time);
- (e) leverage existing organisational, group and user interfaces;
- (f) provide coherent, timely and efficient decision-making; and
- (g) correspond with the key features of the Project governance arrangements set out in this MoU.

4.3 **Project Team**

- (a) The **Project Team** provides overall strategic and financial oversight and direction to the Project including reporting and obtaining consent for external funders. This group will consist of the:

Director of Participatory City (CIC)

Two Trustees of Participatory City (CIC)

The Cabinet Member for Community Leadership & Engagement, LBBDD

Strategic Director for Finance and Investment, LBBDD

Strategy and Programmes Director, LBBDD

Community Enterprise Manager, LBBDD

The CEO of LBBDD shall have a standing invitation, but shall not be a member of the Project Team.

- (b) The Project Team shall meet on a quarterly basis.

The Project Team shall be managed in accordance with the terms of reference set out in Annex 2 to this MoU.

4.4 **Working Group**

- (a) The Working Group will provide strategic management at Project and workstream level. It will provide assurance to the Project Team that the Key Objectives are being met and that the Project is performing within the boundaries set by the Project Team.

- (b) The Working Group consists of all relevant representatives from each of the parties. Working Group shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Working Group.

The Working Group shall meet on a monthly basis.

4.5 **Reporting**

Project reporting shall be undertaken at three levels:

- (a) **Working Group:** Minutes and actions will be recorded for each Working Group meeting. Any additional reporting requirement shall be at the discretion of the Working Group.
- (b) **Project Team:** Reporting shall be quarterly, based on the minutes from the Working Group highlighting: Progress this period; issues being managed; issues requiring help (that is, escalations to the

Project Team), feedback from research and learning, and progress planned next period and/or aligned with the frequency of the Project Team's meetings.

- (c) **Project Team Investor Relations:** The Project Team shall report as required to all external funders highlighting: Progress this period; issues being managed and progress planned next period. The Project Team shall at the same time seek renegotiation of funding allocation where necessary.

5. ROLES AND RESPONSIBILITIES

5.1 The Parties shall undertake all roles and responsibilities stipulated in the Delivery Plan and, once created, the Management Agreement. These will include that LBBDD will be responsible for receiving and distributing all appropriated funding, in accordance with the Financial and Delivery Plans, and that Participatory City (CIC) will be primarily responsible for the ground delivery of the Project. Within [2 months] of the date of this MoU the Project Team shall develop:

- (a) A bid for external funding;
- (b) A Management Agreement between the two parties
- (c) A Delivery Plan
- (d) A Financial Plan

6. ESCALATION

6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Working Group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Working Group within 5 (five) days, the matter may be escalated to the Project Team for resolution.

6.2 If either 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) in relation to the Project, the matter shall be promptly referred to the Project Team (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Team (or its nominated representatives).

7. INTELLECTUAL PROPERTY

- 7.1 The parties intend that 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 both 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 Notwithstanding the provisions contained in clause 7.1 the parties shall use all reasonable endeavours to ensure that any Intellectual Property Rights created, brought into existence or acquired during the term of this agreement shall be create as an open source software provided it is practicable to do so.
- 7.3 Where any intellectual property right vests in either party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

8. TERM AND TERMINATION

- 8.1 This MoU shall commence on the date of signature by both parties, and shall expire on 31 March 2017.
- 8.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.

9. VARIATION

This MoU, including the Annexes, may only be varied by written agreement of the Project Team.

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 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the 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.

11.2 Nothing in this MoU 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.

12. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of LONDON
BOROUGH OF BARKING AND
DAGENHAM

Signature:
Name:
Position:
Date:

Signed for and on behalf of
PARTICIPATORY CITY(CIC)

Signature:
Name:
Position:
Date:

Annex 1: The Project

Project overview

LBBB is a local authority engaged in the provision of a range of socioeconomic services to residents of the Borough, and is seeking to renew civic culture, create a vibrant community and strengthen partnerships with the voluntary and community sector, whilst also seeking solutions to the long-term challenges facing the Borough.

Participatory City is a community interest company (CIC) with the objective of fostering a 'participation culture', via the development of a 'support platform' designed to help residents conceive of, develop and implement community groups and projects of their own designs. The ultimate objective of Participatory City is to mobilise local participation to improve the lives of residents and the neighbourhoods in which they live.

Participatory City (CIC) are seeking to develop a 'Demonstration Neighbourhood' of 'participation culture' in a borough-sized area over a period of five years, known as Everyone Everyday. LBBB is in a position to host Everyone Everyday, and would benefit from doing so. This partnership will organise the development and delivery of Everyone Everyday in Barking and Dagenham.

This Memorandum of Understanding (MoU) creates the partnership between LBBB and Participatory City, in order to allow the partnership to develop and deliver the Project Everyone Everyday, a five-year 'Demonstration Neighbourhood' of Participatory City's model of 'participation culture'

The Key Objectives:

- To successfully bid for funding for Everyone Everyday
- To agree a management agreement for the partnership between LBBB and PC
- To agree a Delivery Plan and Financial Plan, outlining Everyone Everyday
- To deliver Everyone Everyday.

Annex 2: Project Team: Terms of Reference

Membership

- Strategic Director for Finance and Investment, LBBD
- Strategy and Programmes Director, LBBD
- Community Enterprise Manager, LBBD
- Cabinet Member for Community Leadership & Engagement, LBBD
- Director, Participatory City (CIC)
- Two Trustees of Participatory City (CIC)
- A standing invitation to the CEO of LBBD, who will not be a permanent member of the team

Frequency of Meeting

- Quarterly

Key Objectives

- To draft the management agreement existing between LBBD and PC
- To draft the Delivery Plan for the Project
- To draft the Financial Plan for the Project.
- To determine broad strategy of the project.
- To implement learning/research functions of the project
- To meet with, report back to and renegotiate with external funders (approx. twice annually)
- To negotiate and authorise the release of appropriated funds from LBBD to PC, with regards to the Delivery Plan, management agreement and Financial Plan
- To monitor the delivery of Everyone Everyday
- To be responsible for the legacy of Everyone Everyday

Outcomes

- Within two months of the date of this MoU:

- Management Agreement
- Delivery Plan
- Financial Plan
- Funding Bid