

## 1 PARTIES

- 1.1 HOMES AND COMMUNITIES AGENCY having its principal place of business at 110 Buckingham Palace Road, London SW1W 9SA (the “Agency”).
- 1.2 [OXFORDSHIRE SPATIAL PLANNING AND INFRASTRUCTURE PARTNERSHIP \_ -SPIP - AND ITS CONSTITUENT COUNCILS] representing Cherwell District Council, Oxford City Council, South Oxfordshire District Council, Vale of White Horse District Council, West Oxfordshire District Council and Oxfordshire County Council and their partners (the “SPIP”).
- 1.3 For the purpose of this agreement OXFORDSHIRE will be known as the “Area”

## 2 OBJECTS

- 2.1 The parties have identified that the Area is in need of investment to support growth and regeneration objectives:
- 2.2 The parties have previously agreed a Local Investment Plan (LIP) for the Area. This Agreement should be read in conjunction with the LIP. A copy of the LIP is attached. The Agreement sets out the respective contributions of the parties and how they will work together to achieve the vision below and objectives set out in para 2.3 for the benefit of the Area.
  - 2.2.1 Create a World Class economy for Oxfordshire building particularly on the high tech sector;
  - 2.2.2 Have healthy and thriving communities to sustain what is good about the City, Towns and Villages while also responding to the needs of the 21<sup>st</sup> Century including the impact of demographic and lifestyle changes;
  - 2.2.3 Look after the environment and respond to the threat of climate change and the potential for more extreme weather conditions, particularly the threat of flooding;
  - 2.2.4 Break the cycle of deprivation by addressing the regeneration needs of disadvantaged communities; reducing the gap between the best and worst off, and helping people maximise their talents and raise their aspirations;

Ref : Page 11 of the LIP

- 2.3 The Agency and the SPIP will work towards achieving the following objectives:
  - 2.3.1 Deliver new housing, including affordable homes
  - 2.3.2 Support economic growth
  - 2.3.4 Achieve regeneration and tackle deprivation
  - 2.3.5 Contribute to meeting strategic infrastructure needs

Ref ; Page 11 of the LIP

## 3 AREA

3.1 This Agreement relates to Oxfordshire (the “Area”). The Area is shown more particularly [edged red] on the plan attached to this Agreement.

#### 4 STATUS

4.1 This Agreement is treated as a “Memorandum of Understanding and a protocol for joint working”. It is not legally binding upon the parties except for the provisions of paragraph 12.

4.2 Nothing contained in or carried out pursuant to this Agreement and no consents given by the Agency or the SPIP will prejudice the Agency's or the SPIP and its constituent local authorities (as appropriate) rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

4.3 This Agreement is without prejudice to the SPIP and its constituent local authorities and/or the Agency's functions as a local planning authority, and both parties may continue to exercise such functions as if they were not a party to this Agreement.

4.4 This Agreement is subject to the constitutional right of any future Parliament and/or the Agency's sponsor department to determine the amount of money to be made available to the Agency in any year and the purpose for which such money can be used.

4.5 This Agreement is also subject to the terms of the Framework Document between the Agency and its sponsor department, as the same may be amended or replaced from time to time.

4.6 Notwithstanding any other statement contained in this Local Investment Agreement the parties acknowledge that:-

- (a) the Agency is not able to provide any commitment, moral or otherwise, that funding will be available beyond 31 March 2011
- (b) that any commitment from the Agency up to March 2011 is subject to the Agency having available budget and the necessary approvals in place to make funding available; and
- (c) to the extent that funding may be provided for the purposes set out in this LIA separate funding agreements will need to be entered into between the relevant parties

#### 5 GOVERNANCE AND RISK

5.1 The parties agree that the SPIP will act as the appropriate governance body and mechanism for the purposes of this agreement and implementation of the LIP. The Agency and the constituent councils will each appoint senior representatives to the SPIP Board. The Board will meet quarterly and will undertake regular review and update of the LIP and this agreement. The Board will be supported by a SPIP Executive Group which will meet monthly. This will be made up of officers from the 6 member authorities and the Agency and other partners. This group will be responsible for all the operational management and monitoring arrangements for the

LIP and LIA. Any party may change its representative(s) following (where possible) consultation with the other party. The SPIP governance arrangements will allow for membership by GOSE, SEEDA, Environment Agency, Highways Agency, Natural England, Oxfordshire Economic Partnership, Oxfordshire Environment & Waste Partnership, Oxfordshire PCT, SEEPB, Thames Valley Police. Additional representation can be agreed by the principal parties as appropriate.

5.2 The items to be discussed regularly by the SPIP Executive Group are:

5.2.1 Progress in achieving the agreed outputs and delivering the LIP (including addressing risks in respect of infrastructure constraints)

5.2.2 Priorities for delivery

5.2.3 Allocation of resources

5.2.4 Input from other public agencies on their role in assisting with implementation of the LIP

5.3 Decisions of the SPIP and its Executive Group will be made by consensus. The local authority members of the SPIP will each nominate one of their representatives to be Chairperson on a rolling annual basis, (alphabetical order with agreed handover date). The Chair of the Executive Group will be held by the same Council as chairs the SPIP Board.

5.4 **Legal structure:** nothing in this Agreement creates the need for additional legal structures. The parties intend to use the SPIP for management of the Oxfordshire Single Conversation.

5.5 **Approvals and consents:** individual councils responsible for locality priorities and projects may need to enter into more detailed arrangements and contracts with Agency and other partners. Before entering into any more detailed contractual commitments in relation to the Area and/or matters arising from this Agreement:

5.5.1 the Agency will need to obtain Project Executive and (where relevant) Board approval and Secretary of State consent .

5.5.2 the individual council and other partners involved will need to obtain committee / cabinet or other appropriate project approvals.

## 6 **STAKEHOLDERS**

6.1 Working jointly the SPIP and the Agency will engage with a wide range of public and private sector partners in order to achieve the Strategic Objectives for Oxfordshire identified within the Local Investment Plan. This will be achieved through all available consultation mechanisms (including those specific to particular locality or project requirements), but, in particular, the Partnership will hold occasional stakeholder events (known as the SPIP Forum).

## 7 **INTERVENTIONS**

7.1 The parties' priorities in terms of interventions are listed below from paragraph 7.11 to paragraph 7.22.

7.2 The parties' intend to undertake individual scheme investment appraisals. It is envisaged that legally binding agreements will be entered into in the future by the Agency and SPIP (and any other relevant parties) to regulate the carrying out of these project appraisals.

### 7.3 **Non-Negotiables**

7.3.1 Development achieved as a consequence of:

7.3.1.1 Financial Assistance provided by the Agency pursuant to the Housing and Regeneration Act 2008; and/or

7.3.1.2 Where the Agency otherwise contributes to the development (e.g. by contributing land)

Must meet the Agency's Design and Quality Standards.

7.3.2 The Agency will expect delivery to be carried out in accordance with its procurement policies.

7.3.3 The SPIP must adhere to the Agency's requirements in relation to apprenticeships and skills training, including provision of Employment and Skills strategies, plans and method statements to achieve at least the Agency's minimum benchmarks and to report on monitoring and compliance.

7.3.4 The Agency will expect adherence in all cases to its policies on Equality and Diversity and Community Engagement

7.3.5 The Agency reserves the right to insist on using its standard documentation in respect of any Financial Assistance or transactions relation to Agency land resulting from this Agreement

7.4 **Funding:** Subject to all necessary approvals and the availability of resources the Agency will endeavour to provide the investment from the following funding streams for 2010/11 onwards:

7.4.1.1 National Affordable Housing Programme

7.4.1.2 Property and Regeneration Programme

7.4.1.3 Growth Point Funding

7.4.1.4 Places for Change

7.4.1.5 Eco Town Funding

7.4.1.6 Decent Homes

7.4.1.7 Gypsies and Travellers

7.4.1.8 LA New Build

7.4.1.9 Public Land Initiative

7.4.10 This LIA will be amended to reflect any changes to the HCA's funding streams as they occur.

7.4.11 Details of the Agency's funding commitments at the time of the initial version of this agreement (as allocated to individual localities) are contained in Appendix 1 of the LIA. This Appendix will be updated regularly through the SPIP and updates should be viewed alongside the agreement.

7.4.12 Decisions on funding priorities and associated specific project arrangements will be managed using the relevant assessment sheets in Appendix 5 and 6 of the LIP. The

sheets include estimates of potential funding shortfalls. These Appendices in the LIP will be updated as required by the partners directly involved and details will be maintained alongside the regular update of Appendix 1 of the LIA.

7.5 **Other Agency resources:** Subject to all necessary approvals and the availability of resources the Agency also intends to provide.

7.5.1 Land – (As of April 2010 the only land holding the Agency control in Oxfordshire is the Fair Mile Hospital Site)

7.5.2 Advisory / Consultancy / Enabling / Training / Secondment / Joint Management

7.5.3 Technical support – The Agency internal Land and Development Consultancy provide a range of technical advice including, design and sustainable place making, financial appraisal and viability advice, strategic planning and environmental sustainability

7.5.4 Project Management

7.5.5 ATLAS – enabling support on individual large scale projects based on high quality planning, transportation, urban design, infrastructure and environmental sustainability

7.5.6 Agency – Skills & Knowledge Team

7.6 **SPIP resources:** the constituent councils intend to provide the following support:

7.6.1 Funding / land / employees / use of Compulsory Purchase Powers (if considered appropriate, although nothing in this Agreement will fetter the Council's discretion as to whether or not it will exercise its CPO powers)

7.7 **Leverage of third party resources:** the Agency and the SPIP will work towards procuring:

7.7.1 other public funding for economic development / business analysis / skills / education / environment / transport / health

7.7.2 3<sup>rd</sup> sector involvement

7.7.3 Private sector investment

The Assessment sheets in Appendix 5 and 6 of the LIP will be used to indicate the arrangements for wider partner involvement (particularly private sector and housing association development partnerships and the role of other public agencies on infrastructure provision)

7.8 **Outputs and Outcomes:** The parties with lead responsibility for each locality will work together towards achieving the outcomes listed in Appendix 1 of the LIA and Part 3: Place Making of the LIP.

7.9 **Returns:** The Agency and SPIP will put into effect contractual arrangements to ensure that investments (other than normal scheme preparation / consultancy and grant payments) are recovered and recycled where appropriate.

- 7.10 **Timescales:** The key milestones for specific interventions are to be determined as part of detailed project management arrangements supporting the LIP (see 7.4.10/11 above). The overall LIP is managed on the basis of a 5 year plan where all schemes listed are regarded as deliverable in the short term (2010 – 2015). Detailed arrangements for interventions will be recorded and managed through update of the Assessment sheets at Appendices 5 and 6 of the Local Investment Plan as required. This will be undertaken by the partners directly involved in implementation. SPIP will receive reports on overall progress and the outcomes of progress monitoring will be included in the LIP when it is formally reviewed (see 8 below).

**Intervention 1: Abingdon and Faringdon Locality - (Former Nursery and Cricket Ground Faringdon, South of Park Road and Coxwell House, Coxwell Road, Faringdon, Old Gaol, Abingdon, Sutton Courtenay (2 Sites), Other Towns and Villages) (Refer to Page 21 of Local Investment Plan)**

- 7.11 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.
- 7.11.1 The Vale of White Horse will be responsible for overall management and monitoring of the LIP and outcomes achieved.
- 7.11.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention.
- 7.11.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.
- 7.11.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives
- 7.11.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.
- 7.11.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 2 Banbury Locality - (Bankside Urban Extension, Banbury Canalside) (Refer to Page 23 of Local Investment Plan)**

- 7.12 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.
- 7.12.1 Cherwell will be responsible for overall management and monitoring of the LIP and outcomes achieved.
- 7.12.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention.
- 7.12.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.
- 7.12.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives .

7.12.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.

7.12.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 3 Bicester and Upper Heyford Locality - (NW Bicester Eco Town, SW Urban Extension, Bicester Business Park, Gavray Drive, Former RAF Upper Heyford) (Refer to Page 25 of Local Investment Plan)**

7.13 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.

7.13.1 Cherwell will be responsible for overall management and monitoring of the LIP and outcomes achieved

7.13.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention

7.13.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.

7.13.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives.

7.13.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.

7.13.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 4 Botley Locality - (Timbmet, Tilbury Lane, Lime Road) (Refer to Page 27 of Local Investment Plan)**

7.14 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.

7.14.1 Vale of White Horse will be responsible for overall management and monitoring of the LIP and outcomes achieved.

7.14.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention.

7.14.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.

7.14.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives .

7.14.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.

7.14.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 5 Didcot Locality - (Great Western Park (South), Great Western Park (Vale), Ladgrove East (South), Didcot NE Urban Extension (South)) (Refer to Page 29 of Local Investment Plan)**

7.15 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.

7.15.1 Vale of White Horse and South Oxfordshire will be responsible for overall management and monitoring of the LIP and outcomes achieved.

7.15.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention.

7.15.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.

7.15.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives

7.15.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.

7.15.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 6 Oxford Locality - (Small/Medium Windfall Sites, Oxford West End Renaissance, Barton, Small Regeneration Projects, Blackbird/Greater Leys, New Council House, Northern Gateway, Homelessness Projects) (Refer to Page 31 of Local Investment Plan)**

7.16 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.

7.16.1 Oxford City Council will be responsible for overall management and monitoring of the LIP and outcomes achieved.

7.16.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention.

7.16.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.

7.16.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives.

7.16.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.

7.16.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.



**Intervention 7 Science Vale Locality- (Science Vale UK) (Refer to Page 33 of Local Investment Plan)**

- 7.17 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.
- 7.17.1 Vale of White Horse will be responsible for overall management and monitoring of the LIP and outcomes achieved.
- 7.17.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention.
- 7.17.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.
- 7.17.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives .
- 7.17.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.
- 7.17.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 8 Thame and Chinnor Locality - (Thame Extension, Thame United Football Club, Chinnor Cement Works, Chinnor) (Refer to Page 35 of Local Investment Plan)**

- 7.18 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.
- 7.18.1 South Oxfordshire will be responsible for overall management and monitoring of the LIP and outcomes achieved.
- 7.18.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention
- 7.18.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.
- 7.18.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives
- 7.18.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.
- 7.18.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 9 Wallingford and Cholsey Locality - (Fair Mile Hospital, Wallingford Extension) (Refer to Page 37 of Local Investment Plan)**

7.19 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.

- 7.19.1 South Oxfordshire will be responsible for overall management and monitoring of the LIP and outcomes achieved.
- 7.19.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention.
- 7.19.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.
- 7.19.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives.
- 7.19.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.
- 7.19.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 10 Wantage, Grove and Harwell Locality - (Grove Airfield, Grove, St Johns, NE, Wantage, Chilton Fields, Harwell, N Harwell Science and Innovation Campus) (Refer to Page 39 of Local Investment Plan)**

7.20 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.

- 7.20.1 Vale of White Horse will be responsible for overall management and monitoring of the LIP and outcomes achieved.
- 7.20.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention.
- 7.20.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter.
- 7.20.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives.
- 7.20.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners.
- 7.20.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account.

**Intervention 11 West Oxfordshire Strategic Sites Locality - (Chipping Norton, Carterton Expansion, Carterton, West Witney/ North Curbridge SDA, Market Town Schemes) (Refer to Page 43 of Local Investment Plan)**

7.21 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.

- 7.21.1 West Oxfordshire will be responsible for overall management and monitoring of the LIP and outcomes achieved
- 7.21.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention
- 7.21.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter
- 7.21.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives
- 7.21.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners
- 7.21.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account

**Intervention 12 Rural Housing Locality- (Cherwell, South, West, Vale) (Refer to Page 43 of Local Investment Plan)**

7.22 **Structure and Delivery:** the Agency's role in delivering interventions is to facilitate and assist the constituent council in delivering sustainable places at the local level.

- 7.22.1 SPIP will be responsible for overall management and monitoring of the LIP and outcomes achieved
- 7.22.2 The relevant partner (normally the lead council) identified at Appendix 5 of the LIP will designate a project manager for each specific intervention
- 7.22.3 The SPIP Executive Group will require a monitoring report on overall progress every quarter
- 7.22.4 Individual interventions will be sponsored by the South East Regional Director in the Agency and the relevant SPIP Executive Group representatives
- 7.22.5 The relevant partner (normally the lead council) will be the contracting party for specific interventions. It is envisaged that locally specific contracts will be required with relevant sector partners, relevant 3<sup>rd</sup> sector partners and private sector partners
- 7.22.6 Either party may change the identity of the parties named above on written notice to the other, following consultation with the other party and taking their views into account

7.23 **Change control:** if SPIP believes that the timescales and/or scheme outcomes outputs referred to in this agreement will not be achieved, they will discuss the reasons why and agree a revised programme and/or outputs. Any changes to anticipated expenditure and receipts will also need to be approved in writing by the relevant partners through detailed contracting arrangements for the relevant scheme and intervention. If timescales, outputs and/or anticipated expenditure/receipts are not achieved, the SPIP reserves the right to consider requiring repayment of funding and other resources provided and/or reallocation to an alternative intervention.

## 8 **MONITORING AND REPORTING**

- 8.1 The SPIP will collate monitoring data on a quarterly basis and share this information widely. The information for each intervention is to be collated into one report by reference back to the objectives set out in paragraph 2.3 above.
- 8.2 The SPIP will review the objectives report (arising from 8.1 above) regularly to consider progress made, and, at 18 month intervals, will formally decide whether the LIP itself and the terms of this Agreement should be reviewed and/or amended.

## 9 **RISK MANAGEMENT**

- 9.1 The SPIP has identified the following general risk factors:
- 9.1.1 Limited Public Sector Funding available
  - 9.1.2 No robust regional or local level Planning Policy in place
  - 9.1.3 Lack of Public and Political Support
  - 9.1.4 Land Ownership Issues
- 9.2 The SPIP will manage risk using the assessment sheets at Appendices 5 and 6 of the LIP. And will undertake the following in order to mitigate the above risks:
- 9.2.1 Ensure early liaison with relevant public sector partners
  - 9.2.2 Provide a strong evidence base to support the relevant planning documents
  - 9.2.3 Undertake early, comprehensive consultation with Council Members and Local Community
  - 9.2.4 Early engagement with landowners
- 9.3 The regular update of Appendices 5 and 6 of the LIP will provide an agreed current risk plan relating to individual schemes and interventions. This will support this Agreement.

## 10 **ADDED VALUE**

- 10.1 The parties will work to achieve the shared ambitions identified within the Local Investment Plan

## 11 **TIMETABLE**

- 11.1 This Agreement will commence on 30<sup>th</sup> June 2010 and covers the five year period 2010 – 2015. This Agreement will automatically end, or be renewed, five years from that date. Either party can withdraw from this Agreement on written notice to the other party (subject to paragraph 12). The SPIP acknowledges that the Agency is not able to commit to providing any funding, moral or otherwise beyond 31<sup>st</sup> March 2011.

## 12 **GENERAL PROVISIONS**

- 12.1 In consideration of the parties agreeing entering into negotiations for achieving the objectives set out in paragraph 2, the parties agree to be bound by the following sub paragraphs:

- 12.2 The SPIP warrants to the Agency that the execution of this LIA on behalf of the SPIP has been validly authorised by each of the local authorities, and subject to Clause 4.1 of the LIA, the obligations of the SPIP and each local authority under this LIA constitute valid, legal and binding obligations enforceable by the Agency against the SPIP and each local authority.
- 12.3 **Confidentiality and Freedom of Information:** each party recognises that it may receive confidential information (which should be marked as such) belonging to the other in connection with this Agreement. Neither party will disclose any such confidential information without the other party's prior written consent subject to paragraph 12.2 and 13.2.
- 12.4 The parties are both subject to various statutory requirements including in the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, which may oblige them to disclose information if required to do so. The parties will co-operate with each other to fulfil their statutory duties.
- 12.5 Each Party recognises that it may be subject to legal requirements under the Data Protection Act 1998. The Parties agree that they will co-operate with each other to fulfil their statutory duties.
- 12.6 **Publicity:** any public announcements relating to this Agreement and its subject matter must be agreed with the other party in advance of the announcement.
- 12.7 **Dispute resolution:** if there is a disagreement over the terms of this Agreement, it will be escalated to Chief Executive / Director levels within the SPIP. If they cannot agree within a reasonable timescale, the matter will be referred to an appropriate expert for determination. Any associated costs should be shared between the parties that are in dispute.
- 12.8 **Governing law and jurisdiction:** the terms of this Agreement will be governed by and construed in accordance with English law.
- 12.9 **The parties agree to be legally bound by the provisions of this Section (12).**

### 13 TIMEBOUND TARGETS

- 13.1 Formal review of the LIP to be completed at 18 month intervals from the date of this agreement
- 13.2 50% of the housing development sites individually identified and listed as priority projects in the LIP to be started on site by 2013

The HCA will suggest some more measurable targets.

Signed for and on behalf of the **Homes and Communities Agency** Signed: .....

Name: .....

Position: .....

Authorised Signatory

For and on behalf of [ ]<sup>1</sup>

Date:

Date:

**Annexures**

Table showing current Agency Committed Funding (to be reviewed and updated quarterly)

Plan showing the extent of the Area

Local Investment Plan

[Other relevant documents, studies or reports]

Summary intervention plan

Risk plan

DRAFT

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<sup>1</sup> Insert full name of (each) local authority – as per point 1.2. Depending on the constitutional make up of any local authority grouping, each authority may need to sign separately.