

DATED

MEMORANDUM OF UNDERSTANDING

between

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT

and

LONDON NORTH WEST HEALTHCARE NHS TRUST

and

UNIVERSITY OF WESTMINSTER

and

NETWORK HOMES LIMITED.

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THIS AGREEMENT is dated theday of2017

PARTIES

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT of Brent Civic Centre, Engineers Way, Wembley HA9 0FJ (Partner One).
- (2) LONDON NORTH WEST HEALTHCARE NHS TRUST of Northwick Park Hospital, Watford Road, Harrow, HA1 3UJ [ADDRESS] (Partner Two).
- (3) UNIVERSITY OF WESTMINSTER of 309 Regent Street, London, W1R 8AL (Partner Three).
- (4) NETWORK HOMES LIMITED of Olympic Centre, 8 Fulton Road, Wembley, Middlesex HA9 0NU (Partner Four).

together the “Partners”.

1. BACKGROUND

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

2. KEY OBJECTIVES FOR THE PROJECT

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

3. PRINCIPLES OF COLLABORATION

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

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure where possible that activities are delivered and actions taken as required and in relation to the stated One Public Estate (OPE) Memorandum of Understanding (MOU) outputs;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- (d) 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;
- (e) adopt a positive outlook. Behave in a positive, proactive manner;
- (f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation.
- (g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;
- (h) manage stakeholders effectively;
- (i) deploy appropriate resources where approved, to ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU.; and
- (j) 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 and in Annex C 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 in relation to delivery of the stated OPE bid outputs;
- (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 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 **Northwick Park Strategic Project Board**

- (a) The Northwick Park Strategic Project Board provides overall strategic oversight and direction to the Project. This group will consist of:

Partner One: Chief Executive.

Partner Two: Chief Executive.

PartnerThree: Vice Chancellor.

Partner Four: Chief Executive.
- (b) The Northwick Park Strategic Project Board shall be managed in accordance with the terms of reference set out in Annex C to this MoU.
- (c) The Strategic Project Board will be responsible for:
 - Overseeing delivery of the stated Northwick Park OPE MOU outputs.
 - Giving Strategic direction to the Northwick Park Delivery Team.
 - Reporting to “Partners for Brent”, The London Borough of Brent’s Local Strategic Partnership as appropriate.
 - Attempting to unlock obstacles to delivery
 - Making the case for the project to the National OPE programme, OPE and central government departments and arm’s length bodies where appropriate.

4.4 **Northwick Park Delivery Team**

- (a) The Northwick Park Delivery Team will provide strategic management at Project and work stream level in relation to the stated OPE Bid outputs. It will provide assurance to the Sponsors' Board that the Key Objectives are being met and that the Project is performing within the boundaries set by the Strategic Project Board.

- (b) The delivery team consists of representatives from each of the Partners. The team shall have responsibility for the creation and execution of the OPE project plan and related deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the team. The core Project Delivery team members are:

London Borough of Brent

Project Manager, Head of Property

London North West Healthcare Trust

Director of Estates and Facilities, Head of Capital Case Development, Head of Commercial Services

University of Westminster

Head of Property, Estates, Planning and Services.

Network Homes Ltd.

Head of Strategic Land

Individual membership may change during the course of the project, by agreement with the Project Board.

The Project Board shall meet monthly, or as otherwise agreed between partners.

4.5 **Brent OPE Delivery Board**

- (a) The Northwick Park Delivery Team will report to the Brent OPE Delivery Board. Core members of the Delivery Board will comprise;
- Brent's Strategic Director of Resources.
 - Brent's Head of Property.
 - OPE representation- Joe Garrod, LGA and David Frances GPU.
 - Head of Finance
 - OPE Project Manager (to be appointed)

As appropriate project specific members, such as:

- NHS Brent Clinical Commissioning Group – Sue Hardy or alternative nominee

Ad hoc membership by other public sector partners as and when required,

in the event of funding for additional OPE projects being forthcoming. The group will meet quarterly.

4.6 Reporting

Project reporting shall be undertaken at three levels:

- (a) **Northwick Park Strategic Project Board:** Reporting shall be as deemed appropriate throughout the course of the project, and shall be either face to face, or by telephone; based on the minutes from the Project Board highlighting: progress this period; issues being managed; issues requiring help and progress planned next period and/or aligned with the frequency of the Northwick Park Strategic Board meetings.
- (b) **Northwick Park Delivery Team:** Minutes and actions will be recorded for each delivery team meeting. Any additional reporting requirement shall be at the discretion of the delivery team.
- (c) **Brent OPE Delivery Board:** Reporting shall be bi- monthly, based on the minutes from the Project Board highlighting: progress this period; issues being managed; issues requiring help and progress planned next period and/or aligned with the frequency of the Brent OPE Delivery Board or Northwick Park Strategic Board meetings.
- (d) **Organisational:** the Project Board members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Project Board before being issued.

5. ROLES AND RESPONSIBILITIES

5.1 The Partners shall undertake the following roles and responsibilities to deliver the Project:

Activity	Brent	LNWH NHS Trust	University of Westminster	Network Homes Ltd.
Application for and receipt of One Public Estate initiative funding	Lead	Assure	Assure	Assure
Acting as Interim Project Manager	Lead	Assure	Assure	Assure
Appointment of	Lead	Assure	Assure	Assure

Project Manager				
Define brief for consultants	Lead	Assure	Assure	Assure
Procurement and appointment of Consultants	Lead	Assure	Assure	Assure
Monitoring of consultants outputs	Lead	Assure	Assure	Assure
Co-ordinate design/consultant meetings	Lead	Assure	Assure	Assure
Reporting to Boards	Lead	Assure	Assure	Assure

The above table is not exhaustive, and further activities will take place as the project progresses.

5.2 For the purpose of the table above:

- (a) **Lead:** the partner that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other partners in advance if they are identified as having a role to Assure the relevant activity;
- (b) **Assure:** the partner that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

5.3 Within 3 months of the date of this MoU the partner with the lead role for any aspect of the Project shall, where appropriate, develop a delivery plan for that part of the Project which shall identify the following:

- (a) the key milestones for the delivery the Key Objectives;
- (b) what employees (other than employees identified in this MoU) will be required to work on the project;

- (c) whether any staff will need to be seconded from one partner to the other;

Delivery plans approved by the **Northwick Park Delivery Team** will require approval by the Northwick Park Strategic Programme Board.

6. PROCUREMENT

- 6.1 The Partner with the Lead role on any procurement exercise shall comply with all EU procurement rules, including (without limitation) the Public Contracts Regulations 2015 and associated government guidance, and shall not do or omit to do anything which may result in the risk of a claim against that Partner or any of the other Partners.

7. ESCALATION

- 7.1 If any Partner has any issues, concerns or complaints about the Project, or any matter in this MoU, that Partner shall notify the other Partners and the Partners 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 Brent OPE Delivery Board, Who shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Brent OPE Delivery Board within 14 days, the matter may be escalated to the Northwick Park Strategic Project Board for resolution.
- 7.2 If any Partner 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 Northwick Park Project Board (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 knowledge of the Northwick Park Board (or its nominated representatives).

8. INTELLECTUAL PROPERTY

- 8.1 The Partners intend that any intellectual property rights created in the course of the Project shall vest in the Partner whose employee created them (or in the case of any intellectual property rights created jointly by employees of more than one of the Partners in the Partner that is lead Partner noted in clause 5 above for the part of the project that the intellectual property right relates to).

- 8.2 Where any intellectual property right vests in a Partner in accordance with the intention set out in clause 8.1 above, that Partner shall grant an irrevocable licence to the other Partners to use that intellectual property for the purposes of the Project, in relation to any work instructed under the OPE project only.

9. CONFLICT OF INTERESTS

- 9.1 Partners shall operate collaboratively and collectively for the benefit of the Project. Any actual or potential conflict of interest shall be declared to all the Partners. The remaining Partners will decide whether the conflict is a material conflict to the project. If in their judgement the remaining Partners consider such a conflict to be a material conflict, all Partners shall decide how best to address the conflict. Any failure to agree on how to address the conflict shall be dealt with in accordance with clause 7 (Escalation).

10. PARTNERSHIP VALUES

- 10.1 The Northwick Park delivery Team will be based on:
- Equality;
 - Mutual respect and trust;
 - Open and transparent communications;
 - Co-operation and consultation;
 - A commitment to being positive and constructive;
 - A willingness to work with and learn from others;
 - A shared commitment to providing excellent services to the community; and
 - A desire to make the best use of resources.

11. CONFIDENTIALITY AND DATA PROTECTION

- 11.1 The Partners agree to share information with each other and with evaluators where related to the OPE project commissions and outputs.
- 11.2 The Partners may at times acquire information that has not yet been made public and/or is confidential. The Partners must not disclose confidential information for commercial advantage or to disadvantage or discredit other partners or anyone else.
- 11.3 Any personal data obtained or used by any of the Parties in the course of the project shall be processed in accordance with the Data Protection Act 1998. The only personal data held by any party will be data which is relevant to the care needs of the individual.

12. TERM AND TERMINATION

- 12.1 This MoU shall commence on the date of signature by all Partners, and shall expire on completion of the Project.
- 12.2 A Partner may withdraw from the MoU on giving at least three month's notice to the other Partners at any time.
- 12.3 The Partners may by mutual agreement decide to terminate this MoU.

13. VARIATION

This MoU, including the Annexes, may only be varied by written agreement of the Sponsor's Board.

14. CHARGES AND LIABILITIES

- 14.1 Except as otherwise provided, the Partners shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 14.2 The initial costs and expenses arising in respect of work commissioned by and for the OPE Project will be met unless otherwise agreed from One Public Estate initiative funding.
- 14.3 The Partners agree to share the costs and expenses arising in respect of the Project between them in accordance with a Contributions Schedule to be developed by the Project Board and approved by the Sponsors' Board as the Project progresses.
- 14.4 The Partners shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no Partner intends that the other Partners shall be liable for any loss it suffers as a result of this MoU.

15. STATUS

- 15.1 Save in relation to the provision of clause 6 (procurement) this MoU is not legally binding, and no legal obligations or legal rights shall arise between the Partners from this MoU. The Partners enter into the MoU intending to honour all their obligations.
- 15.2 Nothing in this MoU is deemed to, or shall be deemed to, establish any partnership or joint venture between the Partners, constitute one of the Partners as the agent of the other Partners, nor authorise any of the Partners

to make or enter into any commitments for or on behalf of one of the other Partners.

16. 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 of the Partners agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

17. COLLABORATION AGREEMENT

It is the intention that upon completion of the feasibility works that the partners enter into a collaboration agreement to enable outputs of the project to be delivered.

Signed for and on behalf of Partner

One

Signature:

Name:

Position:

Date:

Signed for and on behalf of Partner

Two

Signature:

Name:

Position:

Date:

Signed for and on behalf of Partner

Three

Signature:

Name:

Position:

Date:

Signed for and on behalf of Partner

Four

Signature:

Name:

Position:
Date:

CONTACT POINTS

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Partner Four

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Annex A. The Project

Project overview

The Project is intended to deliver the outputs set out in Brent's One Public Estate Phase 4 delivery plan, July 2016, relating to Northwick Park. It demonstrates the Partners' commitment to collaboration and innovation in the delivery of public services in Northwick Park.

The Key Objectives

The aim of the Project in general terms is to work together to rationalise services and resources between the Partners and Associate Partners (see below), and unlock development land to facilitate hospital redevelopment, new homes and improved services for the community.

Common visions for partners;

- Place making
- Central hub(s)
- Improved infrastructure (road network and Highways, cycle ways etc.), and transport connections, (Underground, overground rail and busses), and private
- Utility and boundary review.
- Energy strategy
- Shared facilities and services.

The specific aim of Project is to:

- to generate capital receipts.
- to reduce running costs
- to create jobs,
- to create homes,
- to integrate services

These aims are referenced in Brent's July 2016 Phase Four OPE MOU

Key objectives for Brent are;

- More affordable homes
- More school places
- Growth
- Increased revenue from homes and businesses
- Employment and skills opportunities within the Borough.

Key objectives for London Northwest Healthcare NHS Trust

- Maximise income for the Trust in order to support its deficit and sustainability plans

- Ensure accommodation requirements are met
- Improve access to the hospital
- Protect existing clinical services from disruption or delay (e.g. Blue light vehicles, clinical activity)
- Improve civic values of the development
- Address requirement to re-provide services currently on the land, whilst ensuring continuity

Key objectives for The University of Westminster

- Maintain and increase student satisfaction levels
- Upgrade teaching spaces
- Increase critical mass and create a sense of place
- Create additional student accommodation
- Maximise value of landholding
- Create staff accommodation.

Key Objectives for Network Homes Ltd.

- Phased redevelopment of Northwick Park working collaboratively with other land holders to maximise the potential opportunity
- Delivery of new affordable and mixed tenure housing as well as commercial uses
- High quality design and place making, including the main gateway into the site from NWP tube station, serving all land holdings
- Improved infrastructure and transport connections to help ensure a sustainable future for Northwick Park residents, service providers and hospital patients

The Associate Partners for the Project are:

- Transport for London
- London Borough of Harrow.
- One Public Estate
- Greater London Authority
- Care and Commissioning Group
- Network Rail

Other associate partners may join the project during the course of its duration if deemed mutually beneficial by the Partners.

The existing position and contributions already made

The London Borough of Brent, with the support of the other Partners and Associate Partners submitted a Phase Four OPE bid and has received notification that £132,500 funding has been allocated in year one. In principle agreement has been given to £138,000 year two funding.

Network Homes, with the support of Partner Two (LNWHT) has, prior to the OPE bid, prepared a significant level of feasibility work and analysis in relation to the NWP site, including, but not limited to the Network Homes land holdings, LNWHT's Property Strategy land identified for potential development and associated transport and parking infrastructure.

To date, wider NWP master planning in relation to these areas, and more detailed planning design work in relation to part of Network Homes land holdings as well as associated parking, transport, landscaping, environmental, statutory services surveys have been undertaken that can benefit and contribute to stated OPE objectives and outputs.

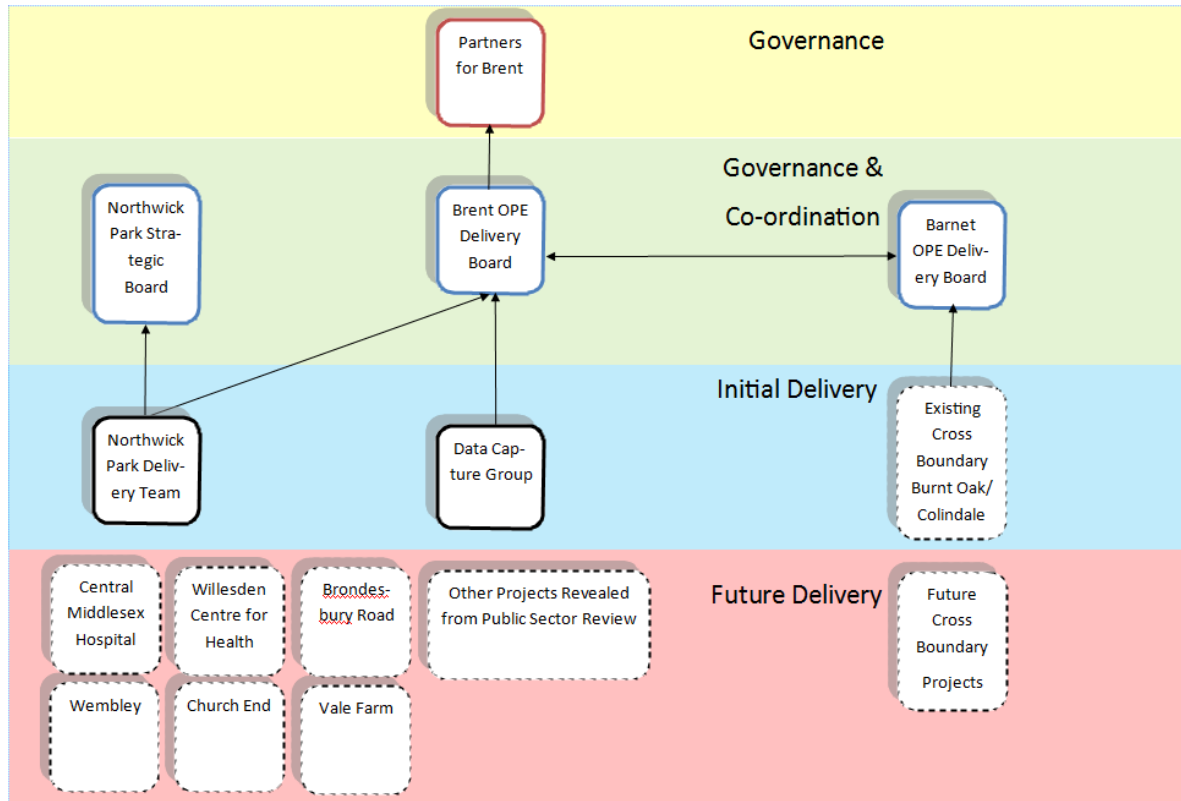
Annex B. Information Sharing Protocol

The Partners will agree an Information Sharing Protocol within 3 months of signing the MoU.

Annex C. Governance Overview and Strategic Board's terms of reference

Governance Overview

Governance for the Project fits within the overarching governance for Brent's One Public Estate as follows:



Strategic Boards' terms of reference

(a) **Remit:**

(i) actions of Project Board requiring approval.

(b) **Decision-making:**

(i) named individuals.

(ii) voting rights.

(c) **Meetings:**

(i) frequency.

(ii) quorum.

(iii) premises.

(iv) notice.

Annexe D. Indicative consultant spend, Northwick Park (as submitted to OPE July 2016)

Consultant	Oct 16- Mar 17	Apr 17- Sep 17	Oct 17- Mar 18	Apr 18- Sep 18	Oct 18- Mar 19	Apr 19- Sep20	Oct 20- Mar 21	Apr21- Sep 21	Oct 21- Mar 22	Total
Project manger	6,000	9,000	15,000	15,000	15,000	7,500	7,500			75,000
Master planner	7,500	15,000	20,000	25,000	17,500	15,000				100,000
Highways	-	15,000	25,000	15,000	5,000					60,000
Planning	-	5,000	12,000	10,000	5,000	3,000				35,000
QS	-	3,000	5,000	5,000	5,000	5,000	5,000	5,000	2,000	35,000
Property solicitor	-	-	5,000	20,000	25,000	20,000				70,000
Architect/master planner	10,000	18,000	5,000	2,000						35,000
Environmental services eng.	5,000	25,000	35,000	5,000						70,000
Commercial prop surveyor	-	-	10,000	15,000	10,000					35,000
Temp accom	5,000	9,000	1,000							15,000
Landscape	-	-	5,000	7,500	7,500	5,000				25,000
	33,500	99,000	138,000	119,500	90,000	55,500	12,500	5,000	2,000	555,000