

**Draft Heads of Terms****Memorandum of Understanding****North Powys Multi-Agency Well-being Programme**

<b>Organisations</b>	<p>This Memorandum of Understanding (MOU) sets out the terms and understanding between the following organisations ('the Organisations'):-</p> <ul style="list-style-type: none"> <li>• Powys Teaching Health Board</li> <li>• Powys County Council</li> </ul>
<b>Purpose</b>	<p>The MOU describes how the Organisations will work together in creating a high quality, purpose-built multi-agency wellbeing campus development, accommodating a new school and playing fields, regional rural centre for health, community health &amp; wellbeing centre, specialist housing, library and health and care academy in Newtown. Shared and linked space and facilities will be an essential underpinning commitment.</p>
<b>Principles</b>	<p>The Organisations agree to observe the following principles for the MOU and campus development:</p> <ul style="list-style-type: none"> <li>○ Cost effective public purse</li> <li>○ 'Do once' with no duplication</li> <li>○ Commitment to decarbonisation and biodiversity</li> <li>○ Deliver benefits from synergies and shared approach</li> <li>○ Engage will all key stakeholders, e.g. School Governing Body</li> </ul>
<b>Actions</b>	<p>The Organisations will work together to create the proposed development through:</p> <ul style="list-style-type: none"> <li>• Agreeing details of any required property transactions using the established Land Transfer Protocols, releasing agreed areas of the site between the Organisations at market value, to support the dedicated healthcare elements of the Multi-Agency Well-being Campus.</li> <li>• Facilitating the timely transfer of the Properties to support each other's service objectives.</li> <li>• Agreeing a joint approach to site surveys and site investigations to inform and enable subsequent development activity.</li> <li>• Structuring the project into manageable and buildable steps, in line with RIBA stages, with phasing for infrastructure, school, health and care and other facilities across the six-year time horizon, while developing a flexible and unified approach</li> </ul>

	<p>to the overall design, carbon net zero planning and various procurement needs including construction.</p> <ul style="list-style-type: none"><li>• Agreeing a strategic definition for the wider campus and commitments in terms of shared space.</li><li>• Committing to supporting the delivery of the 21<sup>st</sup> Century School build to meet the required timescales whilst also recognising the balance of safeguarding and campus ethos.</li><li>• Committing to a building programme that allows the existing school and other council services [Children and Young People's Partnership / Library] to remain operational until the new facilities are completed and are able to be fully occupied.</li><li>• Committing to a building programme that enables the Park Street Clinic to remain operational until the new facilities are completed and able to be fully occupied.</li><li>• Developing governance and project management arrangements for the Multi-agency Wellbeing Campus project within the overall programme, including formalising SRO appointments and delegated authorities. If deemed appropriate, this may include arrangements for the appointment of a Project Director to lead the Campus project.</li><li>• Continuing to develop the Partnership Approach which will consider, at the appropriate time, arrangements for shared space management across the proposed development.</li><li>• Agreeing responsibility for Multi-Agency Well-being Campus maintenance liabilities / risks / costs, prior to completion to ensure these are understood, clear and documented.</li><li>• Carrying out feasibility studies into the proposed developments &amp; transactions.</li><li>• Committing to a cohesive design philosophy and principles for the built estate on the campus, as far as funding and statutory regulations allows.</li><li>• Committing to a joint decarbonisation and biodiversity strategy for the site in terms of achieving carbon net zero and protecting and enhancing the natural resources of the site.</li><li>• So far as practicable, the Organisations shall have regard to environmental good practice and employ measures to promote energy / water efficiency and waste reduction when designing the building(s) / when carrying out works / when delivering services from the completed Multi-Agency Well-being Campus.</li></ul>
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	<ul style="list-style-type: none"> <li>To develop an energy strategy / a waste strategy / a water strategy/an environmentally friendly strategy (or policy) for the Building/Campus.</li> <li>Embedding principles of good stakeholder management and communication in terms of the site users and 'neighbours' to the campus site including Town Centre, Open Newtown, etc. - to be managed through the broader programme management arrangements.</li> </ul>
<b>Commitments</b>	The Organisations will ensure negotiations or agreements with third parties will align with the objectives of this MOU.
<b>Sharing Information &amp; Confidentiality</b>	<p>The Organisations will share information [compliance with UK GDPR / DPA 2018 to the extent that any information shared is 'personal data'] and reports on their respective properties but will not be liable for any inaccuracies.</p> <p>Each Partner undertakes not to disclose any confidential [to be defined by the parties] information to third parties for any purpose other than for supporting the negotiations and completing the property transactions.</p>
<b>Costs</b>	<p>Unless alternative arrangements for specific areas / projects / cost sharing are agreed by the Organisations in advance, the Organisations will bear their own costs when contributing to activities directly connected with this MOU.</p> <p>If an Organisation requires assistance relating to costs / additional work / resources / outsourcing / legal or technical advice or similar, it should first make a request to the other Organisation. The other Organisation will consider it. Dependent on circumstances, the Organisations could, if approved, then work together to reach agreement on any appropriate cost recovery / funding arrangements / alternatives. These arrangements will need to be specific about the costs defined in any agreement, the contributions to be made by each organisation, together with the charging mechanism and payment terms.</p>
<b>Duration</b>	<p>This MOU will become effective upon signature by the relevant Organisation's authorised officials. It will remain in effect until modified or terminated.</p> <p>At any time, an Organisation can terminate this MoU by notifying the other Organisation in writing; a reasonable notice period of a minimum of three calendar months shall apply.</p> <p>This MOU can be modified, provided any modification(s) required are first agreed in writing by the Organisations.</p>

<b>Organisation Leads &amp; Reporting</b>	Each Organisation will appoint a senior member of staff to lead on the work of the partnership. The designated lead member of staff for each will report to its management teams and Boards as necessary to support the objectives of this MOU.
<b>The Council's Contact</b>	TBC
<b>The Council's Solicitor</b>	TBC
<b>The Health Board's Contact</b>	Hayley Thomas / Wayne Tannahill
<b>The Health Board's Solicitor</b>	TBC
<b>Further Conditions</b>	<ul style="list-style-type: none"> <li>• Formal approval from the Organisations' management teams, Boards / Cabinet;</li> <li>• Formal approval from Welsh Government;</li> <li>• Planning &amp; other Statutory Consents;</li> <li>• Contract</li> </ul>
<b>Dispute resolution</b>	Dispute resolution is to be arbitrated by the Chief Executives of both organisations.
<b>Disclaimer</b>	<p>By signing this MOU and/or participating in the Project, the Organisations hereby irrevocably agree that their intentions are not to create any legal relations because the provisions of this MOU are not intended to be legally binding.</p> <p>The collaboration between the parties does not constitute a 'partnership' and there is no authority for either party to make commitments on behalf of the other.</p>

(Partner signature) .....

(Partner name) .....

(Partner organisation, position) .....

Date: .....

(Partner signature) .....

(Partner name) .....

(Partner organisation, position) .....

Date: .....