

## MEMORANDUM OF UNDERSTANDING

### 1. Parties:

Arc Property Services Partnership Ltd trading as “Arc Partnership”  
and  
Via East Midlands Ltd

### 2. Background

Arc Partnership and Via East Midlands are Alternative Service Delivery Models established by Nottinghamshire County Council (“the County Council”) to deliver services in line with their Service Agreements and empowered to deliver third party works under the auspices of Local Authority Trading Companies, as both are classed as ‘Teckal Companies’. Both companies are either wholly or partly owned by the County Council

Arc Partnership delivers multi-disciplinary property design, consultancy, masterplanning, regeneration, project/programme management, construction; emergency, reactive, compliance asset management and planned servicing on behalf of the County Council and the communities and people it represents.

Via East Midlands delivers multi-disciplinary engineering and fleet management services, including highways maintenance, design and consultancy, project/programme management, construction, signals and lighting, drainage, landscaping, environmental assessment, road safety, fleet services and a highway training centre.

Both organisations already collaborate and partner in a number of areas in delivering projects and programmes of work that deliver value for money, quality of output and customer excellence.

### Purpose

Through their experience, both within and as companies separate from the Council, both parties have a strong public sector ethos and allegiance to the County Council and as such endeavour, wherever possible, to keep the “Nottinghamshire County Council pound within Nottinghamshire”. The parties, with the support of the County Council, now wish to build on their existing practices to formalise the collaboration of both organisations. Through this collaboration they seek to deliver greater joint working, cross selling, and establish a framework which will bring forward a number of key regeneration, inward investment and economic growth opportunities. Greater collaboration evidenced through pace and quality of delivery on the ground will enable a pipeline of projects to be aligned, placing Nottinghamshire in a position of advantage to secure further funding and will support the County Council’s plans and policy drivers on economic growth.

### 3. Principles of collaboration and Parties' roles and responsibilities:

- Being accountable to each other for the performance of their respective roles and responsibilities set out in the agreement and to perform their obligations under this agreement and in relation to each Project with all reasonable skill and care;
- To share information, experience, materials, and skills, develop effective working practices, work collaboratively to identify solutions, manage and mitigate risk and reduce costs;
- To adhere to all statutory requirements and best practice and to comply with all applicable laws and standards including, but not limited to, EU procurement rules, data protection, environmental and freedom of information legislation;
- To carry out the Purpose in such manner as to facilitate the delivery of social value outcomes for communities in Nottinghamshire;
- To agree a strategy for managing communications with stakeholders;
- To ensure sufficient and appropriately qualified employees and other necessary resources are available and in the case of employees, authorised to fulfil the responsibilities set out in this agreement.

### 4. Proposals and Projects/Project Governance

#### Projects

Projects can be proposed by either Party; the Parties will meet regularly to share a pipeline of projects to aid management of resources.

When a project is commissioned there will be an inception meeting to establish which Party shall be the project lead ("the Lead"). The Lead for a project will be determined through agreed criteria including but not limited to complexity, balance of disciplines necessary to deliver the project, the nature and origin of funding. Notwithstanding the objective of this collaboration, if either organisation's resource capacity or capability does not support the delivery of a particular project the Lead is entitled to engage third party services.

The inception meeting will establish the scope of services to be provided by the respective Parties.

The Lead organisation will ensure the contractual arrangements for the appointment of services from the other organisation. Such appointments shall be through agreed appropriate professional service or NEC contracts. For the purposes of this agreement these contracts shall include but be not limited to:

- Intellectual Property
- Insurance
- Liability and indemnity
- Confidentiality and Freedom of Information
- Dispute resolution.

## **Governance**

The collaboration will be monitored and evaluated through the County Council's Operational Boards already established for projects and programmes of works, together with regular operational meetings and joint reporting to the respective Boards of both organisations, and to the County Council's Policy Committee. The proposed governance structure of Major Projects is appended to this Memorandum of Understanding.

## **5. Term and Termination**

This is open ended arrangement subject to review through the governance structure

Either Party can cease to be bound by the arrangement with 3 months' notice, and with the agreement of their respective Boards.

## **6. Announcements**

The Parties agree to work in partnership with each other and the County Council on all media releases and with reciprocal responses to any relevant third-party media material.

## **7. Status**

This agreement is not legally binding; notwithstanding the provisions of subsequent contracts the Parties will enter into for the provision of services, the parties agree to collaborate in good faith.