

## **Memorandum of Understanding**

**Memorandum of Understanding between [NAME OF LOCAL AUTHORITY] ('the Council') and High Speed Two (HS2) Limited ('HS2') relating to Technical Engagement in Connection with Phase Two B of the Proposed New High Speed Railway from Crewe to Manchester and the West Midlands to Leeds ('the Project')**

### **Background**

1. The Council's interest in working with HS2 is to negotiate the best outcomes for residents should the project go ahead. The Council and HS2 have agreed to co-operate on technical matters for the purposes of enabling and shaping:
  - the carrying out of an Environmental Impact Assessment, route design refinements and mitigation, and
  - the production of an Environmental Impact Assessment Report and other documents, including the Scope and Methodology Report and the Equalities Impact Assessment. \*A non-exhaustive list of other documents is set out for illustrative purposes in Annex A
2. This technical engagement is intended to be genuinely collaborative in order to achieve a high quality, sustainable development. This Memorandum of Understanding sets out the principles for the engagement.
3. This Memorandum is entered into without prejudice to the Council's views about the Project, and is not intended to fetter the Council's ability to discharge its statutory functions in relation to the Project. HS2 and the Council will continue to discuss the Council's views about the Project and its impact on the county.
4. HS2 acknowledges that the Council enters into this Memorandum without prejudice to its rights to disengage at any time.

### **Technical engagement**

5. The Council will engage with HS2 about the Project, and provide timely responses to requests for consultation, scrutiny, review and comments from HS2, in order to inform the EIA process, design development and other technical documents.

6. In return, HS2 will seek to agree in advance the deadlines for responses from the Council and, where deadlines cannot be agreed, will not make unreasonable requests or impose unrealistic deadlines, having regard to the published timetable for the EIA process and design development.
7. The Council will carry out these tasks with reasonable care, skill and diligence using staff, and (where HS2 agrees in writing) consultants, who are suitably skilled and experienced.
8. HS2 will have the right to use in any way it deems appropriate all material prepared by the Council in response to HS2 requests.

## **Payment**

9. HS2 recognises that the Project places additional demands on the Council's resources, and will reimburse the reasonable costs and travel expenses incurred by the Council's employees and consultants for the activities specified in Table A ('**the Activities**'), based on maximum day rates of £250 for employees and £600 for consultants, and up to an annual cap of £XX,XXX ('**the Cap**').
10. The Council will keep records of the costs incurred undertaking the Activities, and make them available to HS2 on request.
11. The Council will submit invoices to HS2 on a quarterly basis, together with all supporting information reasonably required by HS2.
12. The Council will advise HS2 in advance if the costs incurred to date on the Activities are likely to exceed [Insert monetary sum here – 70% of total offered]. If this happens, HS2 and the Council will discuss in good faith the need to increase the Cap, and the Council will supply such evidence that HS2 may reasonably require for the purpose of considering any increase in the Cap.
13. For the avoidance of doubt, HS2 will not reimburse any costs incurred on the Activities in excess of the Cap, and the Council is not required to carry out any work on the Activities that would require it to incur costs in excess of the Cap, unless this is agreed in advance in writing.
14. HS2 will not reimburse any costs incurred by the Council on matters outside of the scope of the Activities. A non-exhaustive list of matters for which the Council will not be reimbursed is set out for illustrative purposes in Table B.

## **Confidential Information**

15. For the purposes of the engagement envisaged by this Memorandum, HS2 may pass information to the Council which is confidential or otherwise sensitive in nature. The Council agrees not to disclose this information or make use of it except as required for the provision of the services requested by HS2 under this Memorandum **or as required by law**.
16. In the spirit of this Memorandum, HS2 will not designate information as confidential unless it considers this reasonably necessary for the Project, or for the protection of HS2's

legitimate interests or the interests of others who might be adversely affected by the disclosure of the information.

17. HS2 and the Council shall enter into a legally binding agreement to protect the confidentiality of certain information passed to the Council by HS2, prior to providing such information to the Council, and if the Council is unwilling or unable to enter into such agreement, HS2 shall either provide the information at its own risk or withhold the information from the Council.

**Further agreement**

18. Any variation to the terms of this Memorandum or further detail or clarification of the ways of working together shall be agreed in writing.

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Signed by Alison Munro  
for and on behalf of High Speed Two (HS2) Limited

We confirm our agreement to the above.

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Signed by [NAME OF DIRECTOR] for and on behalf of [Name of the Council]

1. EIA Scope and Methodology Report
2. EQIA Scope and Methodology Report
3. Working Draft Environmental Impact Assessment Report
4. Working Draft Equality Impact Assessment Report
5. Code of Construction Practice – Local Environmental Management Plan

**Table A: Activities to be reimbursed by HS2 (subject to paragraphs 9-12)**

1	Data collection and gathering to inform the EIA baseline assessment requested by nominated persons from HS2 Ltd or acting on their behalf
2	Preparation for and attendance at Planning forums/meetings and technical working groups
3	Preparation for and attendance at bi-lateral discussions with HS2, or nominated representatives, in relation to route-specific issues within their area of concern
4	Review and commenting on notes of meetings prepared by HS2 prior to publication at the prior request of HS2
5	Commenting on specific EIA aspects, engineering and other technical process and documents at the prior request of HS2
6	Technical work necessary for the EIA process held by third parties on behalf of the Council

**Table B – Activities not subject to reimbursement (illustrative and non-exhaustive list, in accordance with paragraph 14)**

1	Time spent by the Council, or third parties acting on their behalf, to respond to public consultations run by HS2 and / or DfT
2	Information provision and sharing with local communities, unless at the request of HS2 and specific to a technical EIA or design matter
3	Time spent in coordinating and support of community engagement events or providing a local authority overview to events, hosting local authority HS2 web pages, etc.
4	Time spent on dealing with public enquiries relating to the HS2 route proposals
5	Time spent by consultants acting on behalf of the Council to establish or report on local impacts associated with the proposed route, unless agreed in writing by HS2 Ltd that this work supports work it is carrying out on the EIA or route refinement work and will be made available to HS2
6	Preparation for and attendance at community engagement events, unless agreed by HS2
7	Production of alternative notes of meetings for circulation within and between local authorities or wider circulation
8	Time spent by councillors on matters relating to HS2 route proposals

