

Liaison Procedure for the Lower Thames Crossing Project

Memorandum of Understanding between Thurrock Council

and

Highways England

made on **DATE**

Liaison Party Record

Parties to the Memorandum of Understanding	
Highways England Bridge House 1 Walnut Tree Cl Guildford GU1 4LZ	Thurrock Council New Road Grays Essex RM17 6SL

Owners of the Memorandum of Understanding		
Organisation	Highways England	Thurrock Council
Name	-	-
Position	-	-
Contact	-	-
Email	-	-
Date	-	-

Document version	Description	Author	Date
1.0	Draft Liaison Procedure	PBA	June 2019
2.0	Updated Draft Liaison Procedure	PBA	October 2019

1 Terms of the Memorandum of Understanding

1.1 Implementation Date

- 1.1.1 This Memorandum of Understanding ('MoU'), between Thurrock Council ('the Council') and Highways England ('HE'), is made on the date on the front page of this document.

1.2 Purpose

- 1.2.1 This Liaison Procedure MoU between Thurrock Council and HE provides a reference for meeting protocols and procedures in pre-application activities between the two parties in relation to the Lower Thames Crossing scheme, specifically in relation to:
- i. general communications including communications with elected members;
 - ii. agreeing to and updating a programme for technical meetings;
 - iii. prior notice in arranging meetings;
 - iv. handling and sharing of information prior to meetings; and
 - v. the recording and circulation of meeting notes and minutes.
- 1.2.2 This MoU is intended to clarify the terms and seeks to improve the quality of information shared, build consensus by committing both parties to an agreed protocol containing terms that make clear the level of resources and actions which are required, and ensure that issues of concern are properly identified and considered.

1.3 Scope

- 1.3.1 An MoU on the principles and protocols for communication and liaison between Thurrock Council and HE on the Lower Thames Crossing Project through commitment to a series of performance standards set out in Section 2.

1.4 Principles

- 1.4.1 The parties agree to be governed by the following principles:

Principle 1: To work together in good faith, and to respect each other's interests and confidentiality.

Principle 2: To be transparent and consistent at all times between both parties so that the purpose of communications and liaison between the parties is defined.

Principle 3: To ensure that the roles and duties of Highways England, as the project promoter, and Thurrock Council as a host authority are upheld and given due regard.

Principle 4: To identify and involve specialist consultees and advisors where appropriate.

1.5 Without Prejudice

- 1.5.1 This MoU does not give a guarantee of agreement of planning issues, or decisions, relating to any position on any part of HE's DCO application for the Lower Thames Crossing. It relates to the process of communicating and liaison between the parties and not to any decision or outcome.

1.6 Confidentiality

- 1.6.1 The current working principle is that Thurrock Council officers will treat information received from the HE team, which is not in the public domain, on a 'commercial in confidence' basis. The confidentiality 'status' of any information exchanged between the parties shall be specified on exchange.
- 1.6.2 Where appropriate, other confidentiality protocols will be agreed and applied to specific issues and/or information as required.

1.7 Review of the Memorandum of Understanding

- 1.7.1 Any amendment to the MoU shall be subject to review as may be agreed between the parties, acting reasonably to take account of any relevant unforeseen matters which might arise.

1.8 Termination

- 1.8.1 Any party shall terminate its obligations under this agreement by providing written notice of no less than *** days.

2 Procedures

2.1 Programme

- 2.1.1 This Liaison Procedure MoU will apply to a series of meetings between the parties as set out in the agreed Meeting Programme (Appendix 1).

2.2 Project Teams

- 2.2.1 Applicant Team (Highways England)

Name	Position & Role	Contact Details
*** (PM)		

- 2.2.2 Council Team (Thurrock Council)

Name	Position & Role	Contact Details
*** (PM)		

2.3 General communications

- 2.3.1 The following performance standards regarding communications with all members of the Project Teams in general will be adhered to:

- a. communications, either via email or hard copy correspondence, shall be acknowledged within 7 working days with a suitable response where possible; and
- b. telephone messages shall be returned within 2 working days of receipt.

- 2.3.2 With respect to HE communications with Thurrock Council Members, the following standards will be adhered to:

- a. the Council Team members set out in 2.2.2 shall be notified in advance, in no less than 3 working days, prior to contacting a Member(s); and
- b. the notification set out in (a.) shall include the details of who will be contacted and the proposed content of the communication.

2.4 Meetings

- 2.4.1 The following performance standards for meetings will be adhered to:

- a. a rolling 3-month programme of technical and other project meetings (see Appendix 1) shall be agreed in advance between the two parties. This will

be updated regularly to ensure that meeting attendees are given sufficient notice;

- b. meetings will be held at the times, and at the venues, as set out in the agreed Meeting Programme in Appendix 1 (unless otherwise agreed);
- c. the meeting organiser will circulate a draft agenda to all parties, unless otherwise agreed, no later than 2 weeks prior to any meeting;
- d. the meeting organiser will circulate relevant information to all parties, including a final agenda, no later than 1 week prior to a meeting;
- e. unless otherwise agreed, actions arising from meetings shall be agreed no later than 5 working days following a meeting;
- f. unless otherwise agreed, the meeting organiser will circulate draft meeting minutes/notes no later than 5 working days following a meeting;
- g. unless otherwise agreed, the meeting organiser will circulate final, agreed meeting minutes/notes no later than 10 working days following a meeting;
- h. meetings will be attended by appropriate representatives from the project team for each party, unless apologies are received within 1 week prior to the meeting or attendance is not required due to the subject of the meeting;
- i. the Project Team PM identified for each party (see Section 2.2) will act as principal contact and will be accountable for organising and convening meetings, compiling and distributing agendas and producing minutes, as agreed between the parties; and
- j. actions from the last meeting held will be discussed and confirmed by the Project Team PMs at the start of a meeting and this confirmation recorded.

2.5 Team availability

- 2.5.1 If a meeting is required outside the agreed Meeting Programme (Appendix 1), the parties to this MoU will endeavour to make available members of the Project Team to facilitate meetings, within 10 working days of a formal written request, unless otherwise agreed.

2.6 Information sharing

- 2.6.1 The parties will also share with each other project tools and resources in good faith subject to the terms outlined in Section 1.6 (Confidentiality).

Memorandum of Understanding Signatories

IN WITNESS whereof the Parties have executed this MoU in the presence of the persons mentioned respectively below this day and year first before written

.....

Name:

Signature:

Position:

On behalf of: Thurrock Council

Date:

In the presence of Authorised signatory

Name:

Signature:

Position:

On behalf of: Highways England

Date:

In the presence of Authorised signatory

3 Appendix 1: Meeting Programme

Date	Venue	Attendees required	Topic

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