



Transport for  
**West Midlands**

## **Memorandum of Understanding**

Working in partnership to delivery safer roads in the West Midlands

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# Memorandum of Understanding

dated 2018

## Parties

The parties to this Memorandum of Understanding (**MoU**) are:

- (1) **The Mayor of the West Midlands** 16 Summer Lane, Birmingham B19 3SD (the **Mayor**);
- (2) **West Midlands Combined Authority** of 16 Summer Lane, Birmingham B19 3SD (acting through its transport arm, Transport for West Midlands) (**TFWM**);
- (3) **Birmingham City Council** of Council House, Victoria Square, Birmingham B1 1BB (**BCC**);
- (4) **Coventry City Council** of Council House, Earl Street, Coventry CV1 5RR (**CCC**);
- (5) **City of Wolverhampton Council** of Civic Centre, St. Peter's Square, Wolverhampton WV1 1SH (**WCC**);
- (6) **Dudley Metropolitan Borough Council** of Council House, Priory Road, Dudley, DY1 1HF (**DMBC**);
- (7) **Sandwell Metropolitan Borough Council** of PO Box 2374, Oldbury B69 3DE (**SMBC**);
- (8) **Solihull Metropolitan Borough Council** of Council House, Manor Square, Solihull B91 3QB (**SoMBC**);
- (9) **Walsall Metropolitan Borough Council** of The Civic Centre, Walsall UK WS1 1TP (**WMBC**);

(BCC, CCC, WCC, DMBC, SMBC, SOMBC and WMBC are hereinafter referred to individually as a **Constituent Authority** and collectively as the **Constituent Authorities**)

- (10) **West Midlands Police** of Lloyd House, Colmore Circus, Birmingham B4 6NQ (**WMP**);
- (11) **West Midlands Fire Service** of 99 Vauxhall Road, Birmingham B7 4HW (**WMFS**);
- (12) **Highways England** of Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ (**HE**); and
- (13) **Public Health England** of Wellington House, 133-155 Waterloo Road, London SE1 8UG (**PHE**)

(WMP, WMFS, HE and PHE are hereinafter referred to individually as a **Partner** and collectively as the **Partners**. All of the aforesaid organisations and any additional parties are hereinafter referred to individually as **Party** and collectively as the **Parties**).

## 1.0 Introduction

- 1.1 The Parties to this MoU wish to collaborate on road safety matters and activities across the West Midlands in order to deliver the West Midlands Road Safety Strategy and Action Plans.
- 1.2 The Parties wish to record the basis on which they will collaborate with each other on the activities.
- 1.3 This MoU is one of four memorandums of understanding that explain the powers contained within the West Midlands Combined Authority (Functions and Amendment) Order 2017 and how they will be applied. The other memorandums of understanding cover the following topics:
- Bus lane contravention
  - Highway works permit schemes; and
  - Air quality.
- 1.4 The West Midlands Strategic Road Safety Group (WMSRSG) work under the jurisdiction of the Traffic Management Act 2004, Section 39 (2)

An order or regulations under this Part—

- (a) may make different provision for different cases or different areas,
- (b) may include incidental, supplemental, consequential or transitional provision or savings.
- (c) A power to make an order or regulations under this Part is exercisable by statutory instrument.

## 2.0 Purpose

This MoU sets out:

- the principles of collaboration;
- the governance structures the Parties will put in place;
- the role of the West Midlands Strategic Road Safety Group (WMSRSG)
- the concurrent legal powers available to the WMSRSG (noted above), the functions and service it will oversee, including the associated financial implications.
- the respective roles and responsibilities the Parties will have during the activities .
- the collaborative working arrangements, required by the Mayor, the Constituent Authorities and the Partners in order to reduce the risk of road traffic collisions and casualties occurring in the West Midlands Combined Authority area (**WMCA Area**);

## 3.0 Principles of collaboration

3.1 The Parties agree to adopt the following principles, for the duration of this agreement which remains in place in alignment with the WMCA existence. The agreement will be reviewed on an annual basis by WMSRSG:

Collaborate and co-operate with one another;

- establish and adhere to the governance structure set out in Appendix 1 of this MoU to ensure that activities are delivered and actions taken as required;
- take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- communicate openly about major concerns, issues or opportunities relating to the road safety matters and activities in accordance with the Governance Structure;
- learn, develop and seek to achieve full potential of the activities;
- share information, experience, materials, resources 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;
- adopt a positive outlook and behave in a positive, proactive manner;
- adhere to statutory requirements and best practice, whilst also giving consideration to new emerging innovative practices;
- comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation when performing the obligations under this MoU;
- act in a timely manner and respond accordingly to requests for support;
- manage stakeholders effectively;
- deploy appropriate resources and ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- act in good faith to support achievement of the protocol and compliance with these Principles.

## 4.0 The Road Safety Matters and Activities across the West Midlands

4.1 If any Parties has any issues, concerns or complaints about the approach or any matter in this MoU, that Party shall notify the other Party and 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 Senior Transport Leads of the respective organisation which shall decide on the appropriate course of action to take.

4.2 If the matter cannot be resolved in accordance with clause 4.2 within thirty (30) days, the matter may be escalated to the Chair of the Senior Transport Officers Group (STOG..

## 5.0 Formation of the WMSRSG

- Within 2 months of this MoU, each Party to this MoU (save for the Mayor) will notify the other Parties in writing of which appropriate senior road safety officer (or equivalent role) has been selected to represent their organisation as a member of WMSRSG (the **Representative**).
- Each Party may, where necessary, appoint a deputy to act on behalf of the respective organisation at WMSRSG on occasions where the Representative is not available.
- The WMSRSG shall be deemed as formed once they have met, appointed a Chair and agreed a Terms of Reference.
- Once the WMSRSG has been formed in accordance with this clause 6, the WMSRSG shall appoint a chair and submit terms of reference for WMSRSG for approval by the Strategic Transport Officers Group (STOG).

5.1 The WMSRSG terms of reference shall include provisions regarding:

- taking ownership of the regional road safety strategy;
- collaboratively reviewing road safety education, engineering and enforcement programmes delivered across the WMCA Area; and
- developing regional policy and action plans together with setting and monitoring key performance indicators.
- The WMSRSG will review the terms of reference on an biannual basis to ensure they align with the region's current strategy and priorities. Any changes to the terms of reference shall be referred to STOG for approval.

5.2 The WMSRSG will ensure that its terms of reference are aligned with:

- the West Midland Combined Authority's strategic economic plan;
- the West Midlands Strategic Transport Plan – Movement for Growth;
- the local authorities road safety action plans; and
- national policy focused on the Department for Transport's five pillar approach of:
  - Pillar 1: Road Safety Management
  - Pillar 2: Safer Roads and Mobility
  - Pillar 3: Safer Vehicles

- Pillar 4: Safer Road Users
- Pillar 5: Post Crash Response

(together, the **Documents**, as set out in Appendix 2).

5.3 The WMSRSG may, at their discretion, create working groups to further investigate key topic areas including:

- to help inform policies and delivery;
- to coordinate regional and national road safety campaigns, speed management and education; and
- to give consideration to the emerging incident management protocol.

5.4 WMSRSG will ensure that, where applicable, outputs from WMSRSG are in a format which can be shared publicly either via press releases and/or partner authority websites including the provision of educational materials to support road safety objectives.

5.5 The WMSRSG will also:

- make recommendations to the Strategic Transport Officers Group and Board of the West Midlands Combined Authority in accordance with clause 6 in respect of regional programmes, delivery and development of policies for the promotion and encouragement of safe transport to, from and within its boundary under section 108(1)(a) of the Transport Act 2000 (the **Act**);
- on behalf of the Partners, oversee the powers and functions under any road safety legislation relevant to the Parties.
- carrying out road safety studies; and
  - instigate accident prevention campaigns; and
  - dissemination of information and advice relating to the use of roads; and
  - arranging for the giving of practical training to road users; and
  - construction, improvement and maintenance of roads.

## 6.0 Governance structure and financial implications

6.1 The Parties agree that from the date of this MoU, all road safety functions and services provided in the WMCA Area, by the Parties will be overseen by WMSRSG.

6.2 Any suggested changes in policy or priorities together with performance data will be reported by the WMSRSG to STOG who will, in turn, report to the Board of the West Midlands Combined Authority Board

- 6.3 The Governance Structure indicates the key roles, relationships and an overview of the services provided by the relevant Parties. Both the membership of and services provided by the Parties are subject to change in accordance with future priorities and work programmes.
- 6.4 By entering into this MoU, the Parties acknowledge that capital and revenue funding for road safety functions in the WMCA Area has been under severe pressure and has reduced in recent years. Notwithstanding any other provision of this MoU, the role of the WMRSSG will also include identifying specific funding opportunities, sharing these with the Parties and ensure the available funding is aligned to the region's priorities as well as the Parties' local needs.

## 7.0 Intellectual property

- 7.1 The Parties intend that any patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and any other intellectual property rights created in the course of the delivering road safety activities, in each case whether registered or unregistered and including all applications and rights to apply for, and be granted, renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world shall vest in the Party who created them.
- 7.2 The information provided by a Party to other Party's under this MoU can be used only, for the purposes of this delivering road safety.

## 8.0 Addition of new parties

- 8.1 Subject to clause 8.2, new parties may become signatories to this Memorandum of Understanding, if agreed in writing by all Parties and the Board of the West Midlands Combined Authority.
- 8.2 New parties shall be bound by the terms of this MoU and shall execute any document to give effect to this.

## 9.0 FOIA

- 9.1 If any Party (the **Requested Party**) which is subject to the Provisions of the Freedom of Information Act 2000 (**FOIA**) receives a request under FOIA to disclose any information that, under this MoU, that is defined as Confidential Information belonging to the other Party (the **Owning Party**), it will notify the Owning Party and will consult with the Owning Party. The Owning Party will respond to the Requested Party within seven (7) days after receiving the Requested Party's notice if that notice requests the Owning Party to provide information to assist the Requested Party to determine whether or not an exemption to the FOIA applies to the information requested under that Act.

## 10.0 Dispute notification

- 10.1 If any party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier, service user) and (excluding FOIA requests as set out in clause 9 in relation to the road safety activities, the matter shall be promptly referred to the appropriate individual within the Party's respective organisation. 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 road safety activities, without the prior approval of the Board of the West Midlands Combined Authority.

## 11.0 Term and termination

- 11.1 This MoU shall commence on the date of signature by the Parties, and shall expire on: when agreed by all Parties in writing.
- 11.2 Any Party may withdraw from this MoU by giving at least three (3) months' notice in writing to the other Parties at any time. Any withdrawal by a Party shall not affect the remaining Parties obligations under this MoU or the Principles.

## 12.0 Variation

This MoU, including the appendices, may only be varied by written agreement of the Parties.

## 13.0 Charges and liabilities

- 13.1 The Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU unless separately agreed otherwise between the Parties in writing.
- 13.2 All Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions or for any loss that Party may suffer as a result of this MoU.

## 14.0 Status

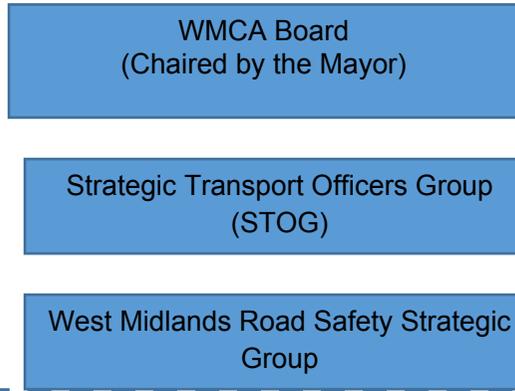
- 14.1 This MoU is not intended to be legally binding, and no legal obligations shall arise between the parties from this MoU. Notwithstanding the foregoing, the Parties enter into the MoU intending to honour all their obligations.
- 14.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either party as the agent of the other party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other party.

## 15.0 Governing law and jurisdiction

- 15.1 This MoU shall be governed by and construed in accordance with English law. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.2 This MoU has been executed on the date stated at the beginning of it.

## Appendix 1

## Governance Structure



The Mayor will discharge the function concurrently with the constituent local authorities across the Combined Authority area and will have strategic oversight to coordinate the activities carried out in relation to road safety. Advise partners on the availability of funding streams for Road Safety, to support initiatives across the WMCA area where appropriate.

Shall continue to retain all their existing functions, powers and activities in relation to Road Safety and support the development and delivery of the West Midlands Regional Road Safety Strategy (RRSS) and Action Plan. Local Authorities will also continue to develop and maintain local Road Safety Partnerships.

Shall support the development and delivery of the West Midlands RRSS and Action Plan and share road safety plans and programmes for the strategic road network across WMCA area.

Shall support the development and delivery of the West Midlands RRSS and Action Plan. Provide support and delivering aspects of road safety education and other initiatives across the WMCA area and support local Road Safety Partnerships across the WMCA area.

Shall provide support and strategic public health advice to help inform the development and delivery of the West Midlands RRSS and Action Plan. Provide insight through Key Performance Indicators and health campaigns and promoting any co-ordination activity being undertaken by WMCA and local authorities.

Enforce road safety violations in accordance with Government regulations.  
**Deliver** (1) West Midlands Safer Travel Partnership on behalf of the West Midlands Police, the Police and Crime Commissioner and WMCA. (2) Speed awareness courses and reporting the outputs of these interventions through WMRSSG.  
**Maintain** an up to date collision database to inform regional investment programmes. Support the development and delivery of the West Midlands RRSS and Action Plan and constituent authorities Action Plan, moving vehicle contraventions and informing a comprehensive speed management strategy including the enforcement of 20mph speed limits, and management of speed on roads across the WMCA area.  
**Facilitate** the harnessing of technologies for use by all partners for the purposes of gathering intelligence from multiple sources including ANPR and Watchman style systems.  
**Provide support to constituent authorities Road Safety Partnerships to actively deliver speed enforcement activities.**

## Appendix 2

### Documents

- The West Midland Combined Authority's strategic economic plan – link to [PDF](#)
- The West Midlands Strategic Transport Plan – Movement for Growth; link to [PDF](#) and:
- The national policy (link to [PDF](#)) focused on the Department for Transport's five pillar approach of:

This MoU has been executed on the date stated at the beginning of it.

signed under hand on behalf of **THE MAYOR OF** )  
**WEST MIDLANDS** )  
)

Authorised signatory

signed under hand on behalf of **WEST MIDLANDS** )  
**COMBINED AUTHORITY** )  
)

Authorised signatory

signed under hand on behalf of **BIRMINGHAM** )  
**CITY COUNCIL** )  
)

Authorised signatory

signed under hand on behalf of **COVENTRY CITY** )  
**COUNCIL** )  
)

Authorised signatory

signed under hand on behalf of **CITY OF** )  
**WOLVERHAMPTON COUNCIL** )  
)

Authorised signatory

signed under hand on behalf of **DUDLEY** )  
**METROPOLITAN BOROUGH COUNCIL** )  
)

Authorised signatory

signed under hand on behalf of **SANDWELL** )  
**METROPOLITAN BOROUGH COUNCIL** )  
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Authorised signatory

signed under hand on behalf of **SOLIHULL** )  
**METROPOLITAN BOROUGH COUNCIL** )  
)

Authorised signatory

signed under hand on behalf of **WALSALL** )  
**METROPOLITAN BOROUGH COUNCIL** )  
)

Authorised signatory

signed under hand on behalf of **WEST MIDLANDS** )  
**POLICE** )  
)

Authorised signatory

signed under hand on behalf of **WEST MIDLANDS** )  
**FIRE SERVICE** )  
)

Authorised signatory

signed under hand on behalf of **HIGHWAYS** )  
**ENGLAND** )  
)

Authorised signatory

signed under hand on behalf of **PUBLIC HEALTH** )  
**ENGLAND** )  
)

Authorised signatory