



WEST MIDLANDS
COMBINED AUTHORITY



**Canal &
River Trust**

DRAFT MEMORANDUM OF UNDERSTANDING

between

West Midlands Combined Authority (WMCA) & Canal & River Trust (CRT)

1 BASIS

This memorandum of understanding (MoU) between Canal & River Trust (CRT) and West Midlands Combined Authority (WMCA) has been drawn up to:

- Recognise the interests of the two organisations
- Create a basis for mutual collaboration
- Establish areas for co-operation in the development and promotion of sustainable transport projects on or near the Trust's canals and rivers and how this links to the wider transport infrastructure across the West Midlands Combined Authority area.

2 DEFINITIONS

CRT means Canal & River Trust.

CRT is a company limited by guarantee. Registered in England No. 07807276. Registered Charity No. 1146792. Registered office is at: First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB.

WMCA means West Midlands Combined Authority

WMCA is a representative body for the seventeen local authorities, seven of which are constituted members, five are non-constituted members, five are observing authorities and three Local Enterprise Partnerships.

West Midlands Combined Authority; 16 Summer Lane, Birmingham B19 3SD

MoU means this Memorandum of Understanding between CRT and WMCA.

3 BACKGROUND

The Canal & River Trust (CRT) exists to protect and promote our inland waterway network in England and Wales so that our unique waterway heritage will always be a valued part of local landscapes and communities.

The West Midlands Combined Authority represent seven local authorities and three Local Enterprise Partnerships working together to deliver large scale schemes using shared resources, across the West Midlands.

The seven constituted authority areas covered by this agreement are;

- Birmingham City Council
- Coventry City Council
- Dudley Metropolitan Borough Council
- Sandwell Metropolitan Borough Council
- Solihull Metropolitan Borough Council
- Walsall Metropolitan Borough Council
- City of Wolverhampton Council

The three Local Enterprise Partnerships (LEPs) are;

- Black Country LEP
- Greater Birmingham and Solihull LEP
- Coventry and Warwickshire LEP

4 DECLARATION OF A COMMON OBJECTIVE

CRT and WMCA declare their common objective is to work collaboratively on projects and other relevant transport schemes in order to facilitate the successful delivery of shared goals and objectives.

5 WORKING TOGETHER

CRT and WMCA:

Wish to work in a spirit of partnership and co-operation for the benefit of inland waterways and wider transport infrastructure, across the WMCA area.

6 COLLABORATION

CRT and WMCA commit to working together in the following ways;

- 6.1 Holding bi-annual meetings with representatives nominated by each organisation, in April and September (or otherwise agreed between the parties) in order to inform each organisation of planned projects which may affect canals or rivers managed by CRT or where CRT projects may impact on West Midlands transport infrastructure. Furthermore this meeting will identify opportunities to work in partnership to deliver common objectives set out in 4 above.
- 6.2 Representatives will agree to disseminate information to relevant teams within each organisation and in the case of WMCA with the relevant local authority.
- 6.3 In recognition of WMCAs investment in CRTs assets within a financial year, any charges or fees made by CRT under CRTs Code of Practice for WMCA projects affecting CRT assets, will be reviewed by CRTs National Infrastructure

Services Manager with a view to reducing or waiving fees on a project by project basis. In any case CRT shall use reasonable endeavours to control such costs, for example by minimising the use of external consultants to handle WMCA project matters.

- 6.4 Where a project is likely to result in the compulsory purchase of land held in Trust by CRT or where CRT land or interests are likely to be the subject of a Transport and Works Act Order application, WMCA will undertake early consultation on a project by project basis. Both organisations will negotiate in the spirit of openness and fairness, and subject to a satisfactory outcome for both parties, including details of any compensation, will seek to negate the need for formal objection.
- 6.5 Where CRT submits a formal objection to a draft Transport and Works Act Order or a compulsory purchase order the parties shall bear their own costs in respect of negotiating in relation to the objection and in drawing up any related legal agreement.
- 6.6 Where there are prior agreements between the parties related to Transport and Works Act Orders (including for the avoidance of doubt those entered into by the West Midlands Passenger Transport Executive/Centro and/or British Waterways) their provisions shall be delivered and implemented in a spirit of openness and co-operation. The parties shall bear their own costs in relation to any changes required to update such agreements due to changes in circumstances.
- 6.7 As a key stakeholder, CRT will contribute constructively to the development of appropriate West Midlands transport plans and strategies.
- 6.8 WMCA agree to work with CRT to identify and develop appropriate funding bids that help to provide resources to deliver common objectives and develop an integrated and more sustainable West Midlands transport system.

7 GENERAL PROVISIONS

- 7.1 The Agreement is written in the spirit of goodwill and cooperation in order to achieve common goals and objectives.
- 7.2 This agreement does not remove CRTs rights of objection in response to draft Transport and Works Act or compulsory purchase orders.
- 7.3 Each party retains the option to progress sole initiatives without the agreement of the other party.
- 7.4 This MoU does not constitute or infer any contract or binding agreement on or between CRT and WMCA, local authority, LEP or any of their successors.
- 7.5 The effective date for this MoU between CRT and WMCA shall be the date of the later signature below.

7.6 This MoU shall remain in effect until terminated in writing by either party and may only be modified upon the written agreement of both parties.

7.7 If any part of this MoU is frustrated, the parties will endeavour to develop new provisions that will achieve the common objective set out in 4 above.

Signed for and on behalf of
Canal & River Trust

Signed for and on behalf of
West Midlands Combined Authority

<NAME>

Date:

<NAME>

Date:

DRAFT