

**SUMMARY OF PROPOSED COLLABORATION AGREEMENT:  
NORTHERN GATEWAY DEVELOPMENT ZONE**

**(THE CONDITIONS OF PARTNERSHIP SET OUT IN THIS SUMMARY ARE FOR  
INFORMATION ONLY AND REMAIN SUBJECT TO CONTRACT)**

Partners to the proposed Consortium:-

- Cheshire East Borough Council (CEBC)
- Cheshire West and Chester Borough Council
- Newcastle under Lyme Borough Council
- Stafford Borough Council
- Staffordshire County Council
- Staffordshire Moorlands District Council
- Stoke-on-Trent City Council
- Cheshire and Warrington Local Enterprise Partnership
- Stoke-on-Trent and Staffordshire Local Enterprise

Any member of the Consortium may propose that an organisation be co-opted to the Consortium as an Associate Consortium Member

**BACKGROUND**

The Government's announcement to bring High Speed rail to the region and High Speed 2 (HS2) interchange hub at Crewe, together with other HS2 connectivity at Stoke-on-Trent and Stafford, has the potential to bring significant economic growth and regeneration benefits to the region.

The parties to the agreement intend to record the nature of their collaboration with regard to various legal, financial and administrative obligations in respect of the development and delivery of a coherent Growth Strategy for the Northern Gateway Development Zone (NGDZ).

The parties to the agreement agree in principle to collaborate in the subsequent development of a Delivery Strategy rooted in the principles, proposals and priorities established in the Growth Strategy, that Delivery Strategy to be subject to a separate Agreement and Approval.

**GEOGRAPHICAL COVERAGE**

The Northern Gateway Development Zone boundary extends to the area on the attached plan (**Appendix A**).

**OBJECTIVES**

- To develop a coherent Growth Strategy for the NGDZ delivering 100,000 new homes and 120,000 new jobs by 2040;
- To subsequently collaborate in the development of a joint Delivery Strategy to deliver against the approved Growth Strategy
- To work collaboratively across a single economic footprint creating a coherent investment market, boosted by the international investment magnet of High Speed Rail connectivity producing attractive growth opportunities for investors;
- A shared commitment to sustainable places, driven by high quality design and construction creating a quality of life that enhances the appeal of the area to enterprise and employees. This includes sustainable local housing growth that drives footfall to sustain and develop existing town centres that may otherwise continue to struggle and by offering innovative design and self-build opportunities to help retain graduates in urban centres.

## **PRINCIPLES OF COLLABORATION**

The parties agree to adopt the following principles:

- Establish and adhere to the governance structure set out in the Collaboration Agreement;
- Respond to the Growth Strategy through the development of a jointly prioritised Delivery Strategy (subject to separate approval) in line with the strategic objectives and priorities identified in the Growth Strategy.
- Be accountable;
- Learn, develop, share and seek to achieve full potential;
- Adopt a positive, proactive outlook;
- Adhere to statutory requirements and best practice;
- Act in a timely manner;
- Manage stakeholders effectively;
- Deploy appropriate resources;
- Act in good faith to support achievement of the Objectives.

## **ROLES, DUTIES AND RESPONSIBILITIES**

CEBC will be appointed as Accountable Body and currently holds a Section 31 grant from central Government accepted on behalf of the Consortium. The Agreement will set out the functions of the Accountable Body.

Each Partner will contribute the required Inputs to enable the completion of the Growth Strategy

Each Partner proposes to contribute the required inputs to enable the implementation of the Delivery Strategy, subject to approval of the Delivery Strategy

Each Partner will contribute to engagement with a range of stakeholders including investors, communities, landowners and central Government to maximise the benefits of the proposed investment in HS2 in their region.

## **PROPOSALS AND PROJECTS**

The Collaboration Agreement allows for the completion of the Growth Strategy and sets out proposals for the development of the Delivery Strategy (subject to approval) and its component projects and proposals (subject to approval) which fall within the Objectives of the Agreement to be put forward.

## **GOVERNANCE**

The Consortium's governance will:

- Provide strategic oversight and direction;
- Be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
- Align decision-making authority with the criticality of the decisions required;
- Provide coherent, timely and efficient decision-making.

## **INDEPENDENT CHAIR**

An Independent Chair will be appointed by the Consortium and will be tasked with working alongside the Consortium Partners to lead the development of the Growth Strategy and the subsequent development and implementation of the Delivery Strategy and the propositions set out in that Strategy.

## **REPORTING AND MONITORING**

An Annual Review Meeting will review performance against set objectives.

The agreement will set out the roles and membership of the following boards and associated reporting will be undertaken at three levels:

- **Leadership: The Partnership Board** will consist of political Leaders as representatives from each Local Authority Partner, the Chairs of the LEPs, and the Independent Chair for the Consortium. The Partnership Board will meet monthly and provide strategic leadership for the Consortium.
- **Accountability: The Chief Executives' Delivery Board** will consist of Chief Executives / Chief Officers as representatives from each Consortium Member. The Chief Executives Delivery Board will set delivery objectives for the Directors Delivery Board (see below) and scrutinise performance against these objectives. This Board will review and monitor reports submitted from the Directors Delivery Board. For the purposes of

this Agreement activity will be limited to the development and establishment of the Growth Strategy. Subject to approval of a separate Agreement this Board will similarly set and scrutinise objectives set out in the Delivery Strategy

- **Delivery: The Directors' Delivery Board** will consist of the Programme Director for the Consortium plus an individual Director from each Consortium Member as a representative. The Directors Delivery Board will undertake action to implement delivery of those objectives as set by the Chief Executives' Delivery Board and will produce Quarterly Reports to the Chief Executives' Delivery Board to summarise performance against set objectives. Directors shall also be responsible for drafting reports into their respective organisation as required for consideration and review. For the purposes of this Agreement activity will be limited to the development and establishment of the Growth Strategy. Subject to approval of a separate Agreement this Board will similarly implement objectives set out in the Delivery Strategy

## **FUNDING**

The current funding of the Consortium is in accordance with the budget schedule set out in **Appendix B** to enable the completion and establishment of the Growth Strategy

The budget schedule will be reviewed by the Chief Executives Delivery Board.

Any future funding allocations from the Consortium members will be agreed by the Chief Executives Delivery Board subject to each Partner's internal budget approval mechanisms. It is anticipated that such funding allocations will be in line with the strategic objectives and priorities identified in the Delivery Strategy.

Associate Consortium members are not required to commit regular funding but may be requested to contribute on an ad hoc basis.

## **OWNERSHIP OF ASSETS**

It is not intended that the Consortium will hold any assets

## **CONFIDENTIALITY**

Each party shall keep the other party's Confidential Information confidential and shall not

- Use such Confidential Information except for the purpose of exercising or performing its rights and obligations under the Collaboration Agreement
- Disclose such Confidential Information in whole or in part to any third party, except as expressly agreed by the Consortium
- A party may disclose the other party's confidential Information to those of its representatives who need to know such Confidential Information for the Permitted Purpose, provided that it informs such representatives of the confidential nature of the

confidential Information before disclosure; and ensure they comply with the confidentiality obligations set out in the agreement.

## **ANNOUNCEMENTS**

None of the Consortium members shall make, or permit any person to make, any public announcement, communication or circular concerning the Consortium as this will be dealt with on behalf of the Consortium through an agreed communications protocol.

## **DATA PROTECTION AND FREEDOM OF INFORMATION**

Each Consortium member will ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 1998.

## **INTELLECTUAL PROPERTY**

The agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a Consortium member pursuant to a Project shall be owned by that party.

## **ANNUAL REPORT AND REVIEW**

The Consortium will receive and approve an Annual Report and Accounts and review the Collaboration Agreement annually.

## **TERMINATION**

The agreement will contain termination rights in relation to the agreement as a whole and in relation to any individual Projects.

## APPENDIX A – Plan of the Northern Gateway area



*Image produced by CBRE*

APPENDIX B – Budget allocation for the Partnership to enable the delivery and establishment of the Growth Strategy to be agreed (a separate budget will be identified to establish and implement the Delivery Strategy the detail of which will be contained in a separate Agreement to establish the Delivery Strategy)