



Ministry of Housing,  
Communities &  
Local Government

## **MEMORANDUM OF UNDERSTANDING**

**between**  
**Ministry of Housing, Communities and Local Government**  
**and**  
**Tendring District Council**

### **1. Background**

1.1. The Planning Skills Delivery Fund (PSDF), which is part of the Planning Capacity and Capability Programme, will provide funding to local authorities to help them prepare for planning reform. To ensure that local authorities are ready for change, we recognise that support is needed to help planning services deal with a variety of issues in the current system. We are therefore providing funding for the improvement of development management services by addressing planning skills gaps.

### **2. Purpose of the MOU**

2.1. This Memorandum of Understanding ('MOU') sets out the terms, principles and practices that will apply to the working relationship between the Ministry of Housing, Communities and Local Government ('MHCLG') and Tendring District Council ('the Council') (collectively 'the Parties') regarding the administration and delivery of the Planning Skills Delivery Fund.

2.2. This MOU is not legally binding, and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

### **3. Purpose of funding**

3.1. MHCLG will allocate funding of £44,000 to the Council as part of the Planning Skills Delivery Fund.

3.2. The funding is for / to cover:

- i. Skills funding

3.3. The proposal submitted by the Council to MHCLG provided project details as set out in your application.

## **4. Financial arrangements**

4.1. The Secretary of State for Housing, Communities and Local Government has determined under Section 31 of the Local Government Act 2003 that a grant of £44,000 should be paid to Tendring District Council.

4.2. The maximum amount of grant payable for the funding period between date of agreeing this MOU and 31 March 2025 is £44,000. MHCLG expects the Council to have completed the plans for the Project and committed to spend the grant funding by the end of the financial year 2024/25.

4.3. The grant covers revenue expenditure relating to the improvement of planning services by supporting skills development.

4.4. The funding will be paid in a lump sum and consists of:

- i. £44,000 revenue which should be used for skills support.

4.5. The Council should endeavour to keep a record of expenditure.

4.6. Upon completion of this MOU, MHCLG will send the Council a Grant Determination letter which sets out the financial terms and conditions under Section 31 grants.

## **5. Duration**

5.1. This MOU applies until 31 March 2025. This will cover the funding period financial year 2024/25. However, given monies will be allocated during the aforementioned financial year, the evaluation period will be extended (covering financial year 2025/26).

5.2. This MOU will come into effect upon signature by the Parties. It may be extended by the written agreement of the Parties.

## **6. Monitoring and evaluation**

6.1. MHCLG will provide grant funding subject to the Council hereby agreeing to full transparency open book working on all matters relating to the proposals, expenditure, quarterly reporting and evaluation forms.

6.2. The Council agrees to keep a record of all expenditure.

6.3. The Council agrees to collaborate with MHCLG over monitoring and evaluation requirements, which will involve reporting quarterly on progress, milestones and any problems they may be facing and what support can be offered.

6.4. The Council also agrees to complete an end of grant evaluation form which will include overall expenditure and overall progress. MHCLG reserves the right to quality assure data.

6.5. MHCLG may publish relevant data and use it to inform public statements.

6.6. MHCLG will ensure that any information published will be processed in accordance with the requirements of data protection legislation.

6.7. The Council will be responsible for establishing secure data control of any information. The Council will also be responsible for ensuring requirements under the General Data Protection Regulation and Data Protection Act 2018, including the need for a Data Protection Impact Assessment, are adhered to for any quantitative and qualitative data collected as part of the process or activities.

## **7. Learning programme**

7.1. Participating local authorities will be invited by MHCLG to participate in a wider learning programme to help MHCLG better understand whether the Fund was able to achieve its stated aims. This will be for the purpose of understanding organisational context, the impact of the Fund and the identification of any best practice or learning to inform future policy making.

7.2. The learning programme will be delivered by policy and research officials at MHCLG and supported by our external delivery partners. High-level details of the award and contact details provided through the application process may be shared and used by MHCLG and its external delivery partners to invite relevant colleagues to learning activities, including but not limited to in-person and hybrid workshops, research interviews and surveys.

7.3. The learning programme will commence following the award of funding and run until the end of the next financial year. Authorities may be asked to participate in activities running up until March 2026. This will enable MHCLG to track the longer-term impacts of the Fund.

7.4. Learnings from the programme may be shared with other authorities participating in the Fund, as well as those not participating in the Fund. They may also be shared in an anonymised form in publications, events and other relevant outputs.

## **8. Assurance and risk management**

8.1. The Council is expected to have the necessary governance and assurance arrangements in place and that all legal and other statutory obligations and consents will be adhered to, which may include, but not solely, subsidy control, public sector equality duties, procurement, health & safety, and fraud.

8.2. Ownership of risk will be transferred to the Council. Councils will be responsible for mitigation of any risks that arise throughout the delivery of the Fund.

8.3. The Council will complete their own Fraud Risk Assessment to ensure the safe administration of grants and that appropriate measures are put in place to mitigate against the risk of both fraud and payment error.

8.4. The Council will inform MHCLG should there be any changes to delivery.

8.5. The Council will undertake corrective action if the quality of work does not meet expected standards.

## **9. Procurement**

9.1. The Council will be responsible for ensuring that any third-party partnership arrangements or procurement activities related to delivery of the Fund comply with Procurement Law and their own procurement procedures.

9.2. "Procurement Law" includes, but is not restricted to, The Public Contracts Regulations 2015, The Concession Contracts Regulations 2016, The Defence and Security Public Contracts Regulations 2011 and The Utilities Contracts Regulations 2016, together with their amendments, updates and replacements from time to time.

## **10. Due Diligence**

10.1. The Council will be responsible for undertaking due diligence checks on all third-party organisations, including suppliers and subcontractors that will be receiving funding and/or involved in delivery.

## **11. Resolution of Disputes**

11.1. Any dispute that may arise as to the interpretation or application of this MOU will be settled by consultation between the Parties.

## **12. Legal Enforcement**

12.1. This MOU is not legally enforceable. It describes the understanding between both Parties for the use of the Planning Skills Delivery Fund.

## **13. Amendment of this Memorandum of Understanding**

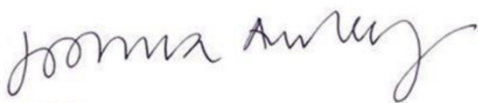
13.1. The arrangements under this MOU will be kept under review by MHCLG and the Council and can be amended upon securing written agreement between both parties.

Signed on behalf of Tendring District Council by:

Name:

Date:

Chief Executive/Section 151 Officer/Deputy S151 Officer



Signed on behalf of MHCLG by:

Name: Joanna Averley  
Date: 27/09/24  
Designation: Director