

This **MEMORANDUM OF UNDERSTANDING** is made the ____ day of _____ between the members of the River Itchen Steering Group (listed in annex 1). This is a legally binding agreement under the law of England and Wales.

1. AIM

The parties to this document have agreed to form a collaboration to jointly run a scheme known as the River Itchen Sustainability Study. The aim of this Memorandum of Understanding is to:-

- (a) jointly finance the Scheme (in accordance with Clause 4) and agree the contribution of each party
- (b) create an alliance that is in the spirit of mutual trust and co-operation
- (c) define the roles and contributions to be made by both parties.
- (d) establish any issues relating to Intellectual Property Rights
- (e) agree the review processes to ensure the objectives are being met

2. OVERALL OBJECTIVES

- 2.1 The principal aim of this project is to complete the investigation into the impact of water company operations on the River Itchen SAC required by the Secretary of State. This is defined as: "Concern about the impact of abstraction, but wildlife features not currently at high risk - further investigations agreed between English Nature and the Environment Agency. If these show a serious impact, a scheme may subsequently be prepared for implementation" (A Price Worth Paying, May 1998).
- 2.2 The project will link the hydrology of the river system to its ecology, focussing on the conservation objectives and the target species defined by English Nature. It will assist the Agency to carry out its review of existing permissions required by the Habitats Regulations. It may be widened by members of the Steering Group to inform appropriate assessments of proposed developments in the catchment.

3. EXERCISE OF THE AGENCY'S FUNCTIONS

Nothing in this agreement shall prejudice or affect the Agency's exercise of any of its functions, duties, powers, rights, jurisdictions and obligations conferred, arising or imposed under the Environment Act 1995 or any other legislative provision, enactment, byelaw or regulation whatsoever.

4. TERMS AND PROJECT DETAILS

- 4.1 This agreement will last until the end of 2003 or for such further period of time as may be agreed between the parties.
- 4.2 Southern Water will make a financial contribution of 50% of the total cost of the Study which may be changed by mutual agreement with the Steering Group.

- 4.3 Portsmouth Water will make a financial contribution not exceeding £22,000, and it shall not be required to make any further contribution unless by mutual agreement with the Steering Group.
- 4.4 Other members of the Group may make contributions from their organisations on condition that changes to the Study programme be agreed by the Steering Group.
- 4.5 The Agency's contribution to the Study is through the associated River Itchen Model and it shall not be required to make any further contribution.
- 4.6 The value of contributions in kind to the Study will not be regarded as monetary contributions.

5. STEERING GROUP

- 5.1 The parties will establish a Steering Group to oversee and direct the running of the Study. The Group will consist of representatives from each organisation and will act as the first point of contact for all purposes in connection with the Study.
- 5.2 In the event of any dispute between the parties the dispute will first be referred to the Steering Group for resolution. If resolution cannot be found any dispute shall be referred to a single arbiter to be mutually agreed between the parties or if agreement cannot be reached by an arbiter nominated by the President of the Law Society of England and Wales for the time being on the application of either party. Any such reference to arbitration shall be deemed to be an agreement to refer to arbitration within the meaning of the Arbitration Act 1996.
- 5.3 The Steering Group will meet at monthly intervals usually at the Agency's offices in Colden Common. The Group will take decisions on the management of the Study through its appointed consultants, Halcrow.
- 5.4 Members may appoint such persons in place of or in addition to the first members as they may in their absolute discretion see fit.
- 5.5 The costs of the Steering Group are borne by the parties individually and not by the Study.

6. STUDY DESCRIPTION

The Study to be carried out is described in the document entitled "Sustainable Management of the River Itchen Special Area of Conservation - Scoping Report", Halcrow October 2000.

7. FINANCIAL POSITION AND RESPONSIBILITIES

- 7.1 The Agency is a publicly accountable body and other parties must have accounting practices compatible with the Agency's. Funds and other resources allocated to the Study by the parties are only expended or committed as agreed by the Steering Group. Physical assets remain the property of the party who allocated them to the Study.
- 7.2 The parties to this contract agree to provide adequate management and support staffing to administer it effectively.
- 7.3 The Agency shall be nominated as "Employer" in respect of contracts entered into, principally with Halcrow which will be employed under the Agency's consultancy framework agreement. This contract will comprise a number of separate stages defined in the Scoping Report. The Agency shall bill water companies for expenditure incurred in arrears on a monthly basis. Payment must be made within 30 days of any invoice submitted.
- 7.4 Each party will use its best endeavours to secure those permissions, licences, consents or approvals needed for the project and which are granted or issued by it.

8. OWNERSHIP OF PROPERTY

- 8.1 Ownership of property created under the Scheme will remain with the Steering Group.
- 8.2 All professional expertise and knowledge provided by any of the parties will remain the property of the said party.

9. PUBLICITY AND CORRESPONDENCE

- 9.1 All editorials, press releases and any other printed material issued in relation to the Study will include the words "River Itchen Steering Group", will be agreed by members before release and will list the organisations represented.
- 9.2 All correspondence issued in the name of the Steering Group relating to the Study will be agreed by the Group. No party to this Agreement shall make any public announcement disclosure or statement concerning this Study without the prior consent of the Group.

10. TIMETABLE

Key milestones in the Study programme are set out in the Scoping Report.

11. THIRD PARTIES

The Steering Group will agree the sub-contractors and other parties to be involved in the Study.

Signed on behalf of the Environment Agency by: Date
R Murchie

Signed on behalf of Southern Water plc by: Date
D Giles

Signed on behalf of Portsmouth Water plc by: Date
M Hedges

Signed on behalf of English Nature by Date
A Newsom

Signed on behalf of Hampshire County Council by Date
B Boulton

Signed on behalf of Eastleigh Borough Council by Date
P Lomax

Signed on behalf of Winchester City Council by Date
S Opacic