



Dated

2018

---

## **Memorandum of Understanding**

**Relating to the delivery of the  
redevelopment and regeneration of the Old Cattle Market site,  
Liskeard and local environs**

---

**1) The Cornwall Council**

and

**2) Liskeard Town Council**

and

**3) Liskerrett Community Centre**

Legal Services, Cornwall Council

Fourth Floor, North Wing, County Hall, Truro, Cornwall, TR1 3AY

**THIS AGREEMENT** is dated

2018.

## **PARTIES**

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro TR1 3AY (**Cornwall Council**); and
- (2) **Liskeard Town Council** of 3-5 West St, Liskeard PL14 6BW (**Town Council**).
- (3) **Liskerrett Community Centre** (a registered charity) of Varley Lane, Liskeard PL14 4AP (**Liskerrett Community Centre**)  
(together the **Parties**).

## **1. BACKGROUND**

- 1.1 Cornwall Council is committed to work with the community of Liskeard to help regenerate Liskeard, particularly the area around the former Cattle Market Site in accordance with the emerging Neighbourhood Plan.
- 1.2 The Parties recognise that in order to regenerate the area they need to share plans for assets and resources in the spirit of co-design and co-delivery to maximise the socio-economic benefits from the opportunity.
- 1.3 This Agreement sets out a framework for co-operation and collaboration between the Parties in order to develop the Common Objectives.

## **2. COMMON OBJECTIVES**

- 2.1 Cornwall Council, the Town Council and Liskerrett Community Centre have agreed to co-operate and work together to develop the following objectives:
  - (a) to support work to develop of a Master Plan for the site;
  - (b) locally set up a steering group comprising representatives from all named parties to oversee the development of the Master Plan; and
  - (c) to use reasonable endeavours to work to the strategic programme(s) set out in Schedule 1.
- 2.2 Cornwall Council, the Town Council, Liskerrett Community Centre have agreed to work together to:

- (a) work together to develop a Strategic Outline Case (SOC) and an Outline Business Case (OBC) for the site and to attract the capital investment required; and
- (b) to use reasonable endeavours to work to the timescales set out in Schedule 1.

2.3 The Parties acknowledge that there will be various projects identified in the Common Objectives that although separate are interdependent, and are likely to be delivered on their own timescales dependent on funding, planning permission and other controls.

### **3. PRINCIPLES OF COLLABORATION**

The Parties agree to adopt the following principles when working towards the Common Objectives:

- (a) provide information as reasonably requested relating to the Common Objectives and/or development of the site where that party holds such information provided that the release of that information does not breach any data protection or other legislation;
- (b) collaborate and communicate openly about major concerns, issues or opportunities relating to the Common Objectives;
- (c) be accountable by taking on, managing and accounting to the other Parties for the performance of the roles and responsibilities set out in the Agreement;
- (d) share information, experience and skills with the other Parties to develop effective working practices and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and minimise cost;
- (e) adopt a positive outlook;
- (f) comply with applicable laws and best practice, including any Parties procurement or contract procedure rules, data protection and freedom of information legislation;
- (g) act in a timely manner;

- (h) deploy appropriate resources; and
- (i) act in good faith to support achievement of the overall Common Objectives.

3.2 The Parties acknowledge that in developing the Common Objectives it may result in a specific project arising between only a few of the Parties, and may require a separate agreement (whether legally binding or not) in order to deliver that project.

3.3 This Agreement may involve other organisations with the consent of all Parties, and who are added later by written addendum.

#### **4. AMENDMENTS TO THE COMMON OBJECTIVES**

4.1 A project can be added to or removed from the Common Objectives if in accordance with the terms of this clause and the principles set out in clause 2.

#### **5. CONFIDENTIALITY**

5.1 Each Party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of any other Party which may have come to its knowledge as a result of entering into this Agreement and each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters. For the avoidance of doubt, this paragraph is legally binding and survives termination of this Memorandum.

5.2 For the purposes of this Agreement, "**Confidential Information**" shall mean all information (of whatever nature and however recorded or preserved) disclosed by one Party to another, which: (a) is marked as or has been otherwise indicated to be confidential; or (b) derives value to a Party from being confidential; or (c) would be regarded as confidential by a reasonable business person; except to the extent that such information is already in the public domain at the time of disclosure or enters the

public domain otherwise than by a breach of any obligation of confidentiality.

- 5.3 The parties will not issue any statement without the consent of the other parties unless the information has become publically available through another source.

## **6. TERM AND TERMINATION**

- 6.1 This Agreement shall commence on the date of this Agreement and shall continue to operate until terminated by all Parties.
- 6.2 A Party can withdraw from this Agreement at any time by giving 30 days written notice to the other Parties.

## **7. CHARGES AND LIABILITIES**

- 7.1 Each party shall bear their own costs and expenses incurred in complying with their obligations under this Agreement, unless otherwise agreed.
- 7.2 All parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this Agreement.

## **8. LEGAL STATUS**

- 8.1 This Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this Agreement. The parties enter into the Agreement intending to honour all their obligations.
- 8.2 Nothing in this Agreement 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.
- 8.3 Each Party shall be responsible for ensuring that they have the legal power to support the delivery of the Common Objectives.
- 8.4 Each Party acknowledges that the other Parties will have their own internal governance requirements that may be required before any

formal decision can be taken by that Party. Any agreement reached in pursuance of the Common Objectives is not binding on that Party and merely indicates a willingness to explore that opportunity.

Signed for and on behalf of The Cornwall Council	
Signature:	.....
Signed for and on behalf of Liskeard Town Council	
Signature:	.....
Name:	.....
Position:	.....
Signed for and on behalf of Liskerrett Community Centre	
Signature:	.....
Name:	.....
Position	.....

## **Schedule 1**

### **Timescale**