

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is between the following parties (the “Parties”):

- (1) [Sheffield City Council] of [Moorfoot Building, Sheffield, S1 4PL] (“Body A”); and
- (2) The Secretary of State for Environment, Food and Rural Affairs of 17 Smith Square, Nobel House, Defra, SW1P 3JR (“Defra”).

Background

- A. Body A and Defra have agreed to work together on the Project, as defined in this MoU.
- B. This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.
- C. This MoU is not intended to be legally binding or to create legal obligations or legal rights between the Parties. However, the Parties enter into this MoU intending to honour all their obligations.
- D. [MoU refers to Project 0962013 for funding of £46,000].

Definitions

- 1.1. **“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 but does not include information which:
 - 1.1.1. was public knowledge at the time of disclosure (otherwise than by breach of clause 7;
 - 1.1.2. was in possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 1.1.3. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - 1.1.4. is independently developed without access to the Confidential Information.
- 1.2. **“Intellectual Property Rights”** means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, knowhow, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

2. Key Objectives for the Project

- 2.1. The Parties shall undertake the Project to achieve the Key Objectives (as set out below).
- 2.2. Each Party will work to secure any permissions, licences, consents or approvals needed for the Project.

3. Principles of collaboration and the Parties' responsibilities

- 3.1. The Parties agree to adopt the following principles (“**Principles**”) when carrying out the Project:
 - 3.1.1. to collaborate and cooperate with each other to ensure that activities are delivered and actions taken as required;
 - 3.1.2. to be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
 - 3.1.3. to learn, develop and seek to achieve the full potential of the Project;
 - 3.1.4. to share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - 3.1.5. to adhere to all statutory requirements and best practice (including any relevant Governmental protocols such as the Ministerial and Civil Service Codes) and comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
 - 3.1.6. to act in a timely manner;
 - 3.1.7. to carry out the Project in such a manner (where relevant) so as to facilitate the delivering of sustainability objectives for Government;
 - 3.1.8. to agree a strategy for managing communication with stakeholders;
 - 3.1.9. to ensure sufficient and appropriately qualified employees and other necessary resources are available and (in case of employees) authorised to fulfil the responsibilities set out in this MoU; and
 - 3.1.10. to act in good faith to support achievement of the Key Objectives and compliance with these Principles.

[INSERT ANY OTHER PROJECT-SPECIFIC PRINCIPLES]

4. Charges and liabilities

- 4.1. Except as otherwise provided in this MoU, the Parties must each bear their own costs and expenses incurred in complying with their obligations under this MoU.

4.2. Both Parties 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 MoU.

5. Intellectual Property Rights

5.1. All pre-existing Intellectual Property Rights or Intellectual Property Rights developed independently of this MoU ("**Background IPR**") remains the property of the owning Party.

5.2. Any Intellectual Property Rights that arise or are developed in carrying out the requirements of this MoU ("**Foreground IPR**") are vested in and owned by the Party creating or developing those rights.

5.3. Each Party grants the other an irrevocable, royalty free, non-exclusive licence of all jointly developed Intellectual Property Rights owned by it pursuant to clause 5.2 for its own use and exploitation.

5.4. Each party licenses to the other on an irrevocable, royalty-free, non-exclusive basis its Foreground IPR and Background IPR to the extent necessary for implementing the Project.

6. Freedom of Information and Communications

6.1. Each Party will:

6.1.1. provide to the other party any information in its possession that may be reasonably requested by the other, subject to necessary confidentially constraints, safeguards and statutory rules on disclosure;

6.1.2. consult the other Party before making to any third party any significant disclosures of information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Code of Practice on Access to Government Information; and

6.1.3. seek the approval of the other Party before externally publishing any information resulting from the use of exchanged data received from the other Party, such approval not to be unreasonably withheld.

6.2. The obligations in clause 6.1 and clause 7 are subject to any government requirements as to transparency which may apply to either or both Parties from time to time.

7. Confidential Information

7.1. Each of the Parties understands and acknowledges that it may receive or become aware of Confidential Information belonging to the other Party whether in the course of the performance of this MoU or otherwise.

- 7.2. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this MoU, each Party must:
- 7.2.1. treat the other Party's Confidential Information as confidential and safeguard it accordingly;
 - 7.2.2. not disclose the other Party's Confidential Information to any other person (except their employees, agents and professional advisers to the extent to which such disclosure is necessary for the purposes contemplated under this MoU, and subject to procuring that such persons are made aware of, and comply with, these obligations of confidentiality).
- 7.3. The obligations of confidentiality imposed by clauses 7.1 and 7.2 do not apply to any Confidential Information to the extent that it is required to be disclosed by a requirement of law placed upon the Party making the disclosure (including any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Code of Practice on Access to Government Information).
- 7.4. The Parties must not use data or information exchanged under this MoU for commercial purposes without the prior written agreement of the supplying Party.

8. Term and Termination

- 8.1. This MoU commences on [October 2013] and (subject to earlier termination on the terms of this MoU) continues until [March 2015] years, which period may be extended by the written agreement of the Parties.
- 8.2. Either party may terminate this MoU:
- 8.2.1. for any reason by giving 6 months' notice in writing to the other Party;
 - 8.2.2. by giving 3 months' notice in writing to the other Party if it reasonably concludes following a review pursuant to clause 9.1 that the Project no longer represents a valuable use of resources in the pursuit of its objectives;
 - 8.2.3. forthwith by giving notice in writing in the event of material breach by the other not remedied within 30 days of written notice from the terminating Party; or
 - 8.2.4. forthwith by either Party giving written notice to the other Party if events, circumstances or clauses beyond its reasonable control (and arising without its fault or negligence) result in it being unable to comply with its obligations under this MoU.

9. Review and audit

- 9.1 This MoU will be reviewed annually and whenever substantial changes occur to the policies, external relationships or structures of the Parties.

9.2 Any changes to this MoU will only be effective if set out in writing and signed by both Parties.

9.3 Each Party must:

9.3.1 keep and maintain for 6 years after termination of this MoU full and accurate records of the Project and all sums received from the other Party; and

9.3.2 on request give the other Party or their representatives such access to those records as may be requested in connection with the MoU or as otherwise required in connection with audit requirements (including, without limitation, audit by the National Audit Office).

10. Miscellaneous

10.1. This MoU does not:

10.1.1. Confer any rights on any third party;

10.1.2. Limit, supersede or otherwise affect any party's normal operations in carrying out its statutory, regulatory or other duties;

10.1.3. Limit or restrict any Party from participating in similar activities or arrangements with other entities.

10.2. Except as otherwise expressly provided, this MoU constitutes the entire agreement between the Parties with respect to its subject matter and this MoU supersedes all prior agreements, communications and representations, whether oral or written, concerning its subject matter.

10.3. Nothing in this MoU:

10.3.1. creates or is intended to create a partnership or joint venture between the Parties;

10.3.2. constitutes one party as the agent of another Party or the employees, contractors or consultants of one Party as those of another Party;

10.3.3. gives either Party authority to enter into any contract, warranty or representation as to any matter on behalf of the other Party;
or

10.3.4. causes one Party to be bound by the acts or conduct of the other Party.

SIGNATORIES

The duly authorised representatives of the Parties affix their signatures below.

Signed for and on behalf of [Body A]

Signature:

Name: James Henderson

Position: Director Policy, Performance & Communications

Date:

Signed for and on behalf of [Defra]

Signature:

Name: **Tim Williamson**

Position: **Head of Science and Evidence - RAS**

Date:

CONTACT POINTS

Body A

Name: Toby Oliver, Communications Account Manager

Office Address: Communications Service, Level 2, Moorfoot Building, The Moor, Sheffield S1 4PL

Tel No: 0114 205 3416

E-mail Address: toby.oliver@sheffield.gov.uk

Defra

Name: **Sean O'Byrne**

Office Address: **Area 2C, Nobel House, 17 Smith Square, SW1P 3JR**

Tel No: **0207 238 1674**

E-mail Address: sean.o'byrne@defra.gsi.gov.uk

Project Overview

Form Completed by: Joanne Ash

Local Authority (or other): Sheffield City Council

Contacts: 07875152254

Project Title: Air Quality Grant Programme: [Communication programme – raising awareness as a prelude to LEZ implementation]

Project Reference: 0962013

Prior to initiation of the project for which the grant has been awarded a detailed Project Plan will need to be completed by the lead local authority and submitted to and approved by Defra. Any charts, diagrams or maps required in the Project Plan should be referred to in the main text and included as Appendices. The main text of the Project Plan should not be greater than 13 pages in length. Text limits for individual sections are shown in brackets.

Section 1: The Project Team

Please state clearly who the lead contact is for the project. Where the application is for a cluster or group of authorities, also provide details of the other authorities in the group. Details of any other partners (such as consultancies, academic institutions and private companies) should also be provided. You do not need to name contractors actually working on the project as we do not expect you to have tendered the work yet. Please state clearly the body undertaking the project management role (if different from the lead contact) and clearly define the role of the delivery team. (Maximum 1 page)

Sheffield City Council will be the lead organisation for this project and the communications work will be completed by Sheffield City Council's Communication Service.

Policy, Performance and Communications,
Sheffield City Council
Moorfoot Building
Sheffield City Council
Tel: 0114 2735538

Website: www.sheffield.gov.uk

Staff members working on the communications project will include:

Toby Oliver, Account Manager will be the lead officer on this project and will be responsible for the management of and reporting on the overall communications campaign.

Emma Hollingworth, Media Manager will be the lead for media on this project.

Louise Gibson, Communications Officer, will be responsible for the implementation of advertising, materials and social media work streams within this project.

Grace Davies, Communications Co-ordinator, will support the Communications Officer with the implementation of work streams.

The Communications team will work with the Operational Lead, Air Quality Officer at Sheffield City Council, Ogo Osammor and the Project Management Team which will comprise of officers from the Air Quality, Traffic Data and Modelling Group (part of the Traffic, Transport and Parking Services Division).

Section 2: The Project Overview

Please provide an overview of the work that the project will involve. This section should include the following information:

- **The aims and objectives of the project** – why is this project being undertaken and what you hope to achieve. Use the information in question 3 of the application form and describe how the aims relate to relevant air quality action plans.
- Any **potential risks** to the success of the project and how these will be mitigated and managed.

(Maximum 2 pages)

Background:

The DEFRA funded LEZ Phase 2 Study is an on-going study that will report at the end of November 2013, the LEZ Study is a key action within the Air Quality Action Plan (AQAP) for Sheffield 2015, which was approved at Cabinet on 11 July 2012. The LEZ Study will clearly quantify the potential costs, benefits, air quality impacts, targeted emissions reductions and timescales associated with the implementation of a LEZ in Sheffield.

"A Low Emission Zone is a geographically defined area, subject to enforcement powers, where operators of vehicles must comply with a specified low emissions policy"

Project Title: Communication Programme – raising awareness as a prelude to LEZ implementation

This work involves the implementation and delivery of the Communications Plan as a prelude to LEZ implementation, a key element to introducing and raising awareness around Air Quality and its impact to residents and businesses in Sheffield. This project forms part of the "set-up" cost for work around establishing a Low Emission Zone in Sheffield.

Project aims and objectives

Sheffield City Council has produced an Air Quality Action Plan. The Action Plan covers the period (up) to 2015, with the aim of reducing nitrogen dioxide (NO₂) and PM₁₀ levels, such that the annual limit of 40µg.m⁻³ for NO₂ and the daily limit of 50µg.m⁻³ for PM₁₀ (which is not to be exceeded more than 35 times a year) are achieved. In order to comply with EU law it is important that both residents and businesses are engaged with improving air quality in Sheffield.

The communications plan will ensure:

1. Residents and businesses are fully informed of the city's air quality problems.
2. Residents and businesses recognise the need to make changes to reduce air pollution.
3. Residents and businesses are encouraged to change their behaviour to help reduce air pollution
4. Residents and businesses are primed to accept the introduction of a potential LEZ and encouraged to use any new low emissions vehicles, fuels and refuelling infrastructure.

To reach both residents and businesses, Sheffield City Council Communications Service communications campaign will include a significant city wide advertising push, stakeholder engagement and communication to businesses, and media relations.

The communications campaign will aim to deliver the following benefits:

- Increased resident and business awareness of air quality issues, its impact on health and the role of DEFRA.
- Behaviour change in travel choice resulting in reduced air pollution, improved health and costs
- Increased awareness and acceptance of Sheffield AQAP 2015 and its key actions

The communication campaign will be implemented over a period of two years and be complete by March 2015. The following outputs are expected to be achieved:

- 5000 Sheffield residents to register with the air quality facebook page and commit to make a small change
- Build a contact list of 1,000 for sustained air quality communications
- Awareness of air quality issues to increase by 10 percentage points in survey respondents
- Recognition of need to make a difference to increase by 10 percentage points in survey respondents

Potential risks to project

Slippage in timescales – Comprehensive project planning will be put in place with clear timescales, roles and responsibilities outlined within the team

Negative PR – We will allocate time to respond to any reactive media enquiries from journalists and also ensure we deliver a planned programme of proactive PR that is well researched and draws on successful case studies and national best practice.

Increase in advertising costs – As soon as project activity is confirmed the advertising work stream will be booked to avoid any increase in costs.

Staff resource – Any change in staff resource will be managed by the Council's Communication Service.

Section 3 - The Project in Detail

Please provide more detail on the project by providing the following information:

- **Define work packages** – break the project up into clearly numbered work-packages based on the distinct phases of work within the project. Give each work package a number and title.
- **Describe work packages** – provide a summary of the work to be undertaken in each work package and link it back to the aims and objectives. Please identify where work packages are linked to the outcomes of other work packages
- **Outputs of work package** - Identify the outputs from each work package and any key project milestones. NB work packages do not have to be consecutive and can overlap.
- **Tasks:** further break down the work packages into tasks to clearly identify the work to be undertaken to achieve the aims and objectives. State what the task will involve, and identify who will carry out each task.

Please use up to a maximum of 4 pages to describe the project in detail using work packages.

The information should be structured as follows:

WP1

Title

Summary of work package WP1:

Outputs and Key Milestones for work package WP1

- *(Bulleted List)*
- *etc*

Tasks in WP1 and who will carry out each task

- *Task 1 –*
- *Task 2 –*
- *etc*

Repeat this information for each task.

(maximum 4 pages)

Section 3 - The Project in Detail – Continued

This communications project is made up of the following work packages:

- 1. Benchmarking**
- 2. Media buying**
- 3. Materials**
- 4. Advertising delivery**
- 5. Media Relations**
- 6. Social Media**
- 7. Evaluation**

WP1 – Benchmarking work package: October 2013 – November 2013

Summary of work package WP1:

Benchmarking exercise to evaluate success of campaign and whether outcomes have been met

Outputs and Key Milestones for work package WP1

- Air Quality levels in Sheffield before project
- Communication and engagement levels before project
- Survey exercise

Tasks in WP1

- Air Quality levels recorded in Sheffield before project – Air Quality Officer
- Current survey respondent points recorded to show engagement levels – Toby Oliver/Louise Gibson

WP2 – Media buying: October 2013 to December 2013

Summary of work package WP2:

Media planning and buying for communications campaign.

Outputs and Key Milestones for work package WP2

Advertising bought in bulk to maximise buying power

Tasks in WP2

- Advertising plan – Louise Gibson
- Media buying – Louise Gibson/ Grace Davies

Section 3 - The Project in Detail – Continued

WP3 – Materials work package: October 2013 – January 2013

Summary of work package WP3:

Planning and implementation of promotional materials for communications campaign.

Outputs and Key Milestones for work package WP3

Promotional materials designed, printed and distributed.

Tasks in WP3

Promotional materials designed and produced – Louise Gibson/ Grace Davies

Promotional materials distributed – Grace Davies

WP4 – Advertising delivery work package: November 2013 – March 2015

Summary of work package WP4:

Advertising campaign roll out.

Outputs and Key Milestones for work package WP4

Advertising delivered to audiences and engagement around communication channels recorded

Tasks in WP4

Recording advertising campaign against engagement levels – Grace Davis

WP5 – Media relations work package: November 2013 to March 2015

Summary of work package WP5:

Producing media plan and implementation of plan.

Outputs and Key Milestones for work package WP5

Media coverage in relevant local and national media.

Tasks in WP5

Produce media plan – Emma Hollingworth

Delivery of media plan – Emma Hollingworth

Recording of media coverage and evaluation – Emma Hollingworth

Section 3 - The Project in Detail – Continued

WP6 – Social Media work package: November 2013 –March 2015

Summary of work package WP6:

Social media implantation, delivery and evaluation

Outputs and Key Milestones for work package WP6

Social media channels set up, with 5,000 online pledges and active engagement from Sheffield residents and businesses.

Tasks in WP6

Social media channels set up and updates – Grace Davies

Monthly recording of social media engagement figures – Grace Davies

WP7 – Evaluation April 2015

Summary of work package WP&:

Evaluation report produced and circulated with promotion of project outcomes.

Outputs and Key Milestones for work package WP7

Evaluation report produced and media summary

Tasks in WP7

Survey exercise – Louise Gibson

Produce evaluation report – Toby Oliver/ Louise Gibson

Media activity on evaluation – Emma Hollingworth

Section 4: Timescales/Milestones

Please detail the timescale of the project. This section must include the following information:

- Anticipated project start date
- Anticipated project completion date
- Duration (and start and end dates) of each work package. NB work packages may overlap.
- Anticipated dates for Key Milestones to be passed within the work packages
- A 'spend profile' for project showing cumulative spend at the following dates: 31/12/2013
31/03/2014, 30/06/2014 and 30/09/2014 and every 3 months until the project end date.

(Maximum 1 Page)

Timescales:

Anticipated project start date: Once funding confirmed, October. 2013

Anticipated project completion date: March 2015

Benchmarking work package: October 2013 – November 2013

Media buying: October 2013 to December 2013

Materials work package: October 2013 – January 2013

Advertising delivery work package: November 2013 – March 2015

Media relations work package: November 2013 to March 2015

Social Media work package: November 2013 –March 2015

Key Milestones:

All materials produced - December 2013

Social media channels set up - December 2013

All advertising booked and programmed in - January 2014

Social media goes live – January 2014

Pledge launch press release - January 2014

Total number of pledges press release - April 2014

Case study success (resident and business) press releases – June 2014 & July 2014

Air quality pollution levels press release – September 2014

Final evaluation report and press release - April 2015

Spend profile:

December 2013/ Jan 2014 – all advertising booked and initial benchmarking exercise, £28k

January 2014 – Communication set up costs £2.5k approx

March 2014 Materials produced/ distributed £9k

July 2014 – account management and media time £1.5k

September 2014 – account management and media time £1.5k

December 2014 – account management and media time £1.5k

March 2015 – final account management and media time £1k

April 2015 - all spend recharged

Section 5: Knowledge Transfer

Please provide details on how the findings of this project will be disseminated. This section must include the following information:

- The intended dissemination activity (e.g. report, presentation, tools, website)
- The intended audience(s)
- The purpose of the activity
- The timing of the activity (e.g. after a particular milestone, upon completion of project)

(Maximum 1 page)

As part of this project we will set up a project steering group. This would form part of the dissemination activity and be a useful air quality information outlet, provide intelligence on progress and help to oversee progress of the campaign. It would involve members of community organisations, public transport companies, SYPT, Public Health and University representatives.

A regular monthly monitoring report with progress updates on all activity will be circulated to key Sheffield City Council staff and senior managers, and the cabinet member responsible for air quality in Sheffield throughout the project.

A final evaluation will be produced from the monthly reporting in April 2015, this will include a full report on communications activity and outcomes against initial project benchmarking activity. This report will also include reporting on air pollution levels before, during and after the campaign. This evaluation will be shared with key Sheffield City Council staff and senior managers, Councillors, other local authorities and DEFRA.

A summary article on our findings will be sent to key websites and publications in April 2015, for example the Air Quality Bulletin.

The campaign tool kit and evaluation will be made available to other organisations and local authorities looking to deliver an Air Quality campaign.

Section 6: Intellectual Property

Please describe how the intellectual property rights for project have been considered in order to ensure the terms and conditions of the grant award are met. Data, reports, tools, websites or other information or deliverables must be considered in terms of intellectual property including any third party owners of existing Intellectual Property rights. [Please refer to Section 5 of the Memorandum of Understanding for further information].

(Maximum 1 page)

Any design or website content produced by the Sheffield City Council Communications Service will remain intellectual property of Sheffield City Council.

Third party photography may be used as part of this communications plan and all images will be accompanied by a release form permitting Sheffield City Council to use the images as part of this communications campaign. Where communication materials have been produced we will transfer intellectual property for use by DEFRA or other local authorities.

Any reports will remain intellectual property of the author or organisation who published the report and permission will be sort prior to use or publication. Sheffield City Council follows the Data Protection Act where data is collected and stored.

Section 7: Success Criteria

Please provide details on the monitoring of the project, what the success criteria for the project are, and how these criteria will be measured. This section must include the following information:

- How the project status will be monitored
- Which aspect will be monitored
- The timing of monitoring
- Selected success criteria for the project
- How and when these will be measured
- How overall success will be judged in a measurable way against the initial aims and objectives.

(Maximum 1 page)

This project status will be monitored by the following:

- Regular meetings with the Air Quality Officer at Sheffield City Council
- Website hits and unique users to relevant pages
- Advertising reach and opportunities to see
- Social media interaction, reach and opportunities to see
- Pledges made by businesses and residents to support campaign to improve air quality in Sheffield
- Public transport use in Sheffield over two year campaign

Bench marking for the above will be done prior to the project starting and monitoring will continue on a monthly basis throughout the two year communications campaign.

This project will be judged a success based on the following measurable outcomes:

- A rise in visitor traffic to the web pages containing air quality information
- Increase in levels of social media interaction and engagement with key messages around Air Quality Action Plan
- 5000 Sheffield residents to register with the air quality facebook page, and commit to make a small change
- A contact list of 1,000 for sustained air quality communications
- Awareness of air quality issues to increase by 10 percentage points in survey respondents
- Recognition of need to make a difference to increase by 10 percentage points in survey respondents
- Behaviour change in travel choice resulting in reduced air pollution

A final evaluation report will be produced April 2015.

