



ENABLING COLLABORATIVE PHOSPHORUS REDUCTION IN FAILING SACS

Memorandum of understanding

Ratification date:

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THIS MEMORANDUM OF UNDERSTANDING,
HEREINAFTER CALLED THE "MOU" IS BETWEEN:

ORGANISATION	DŴR CYMRU CYFYNGEDIG	
Representative		
Hereinafter called		

VERSION CONTROL

VERSION	DATE ISSUED	EDITED BY	APPROVED BY
V.01			

INTERPRETATION

In this MOU the following expressions and acronyms shall have the following meanings:

"Apparatus" means the Sewage Treatment Plant, Wastewater Treatment Works and any rising main and/or emergency overflow, pipes, combined sewage outfalls and manholes belonging to the Company in its capacity as Statutory Undertaker and includes any other accessories as defined in Section 219 of the Water Industry Act 1991

"AMP" Asset Management Plan; the 5 year investment cycle used in the water industry.

"GDPR" Means the General Data Protection Regulation

"Information" means information protected by copyright or by database right (for example, literary and artistic works, content, data and source code) offered for use under the terms of this agreement.

"Internal Business Use" means use within a business or organisation.

"Memorandum of Understanding/MOU" an agreement signed by both parties, to agree to work collaboratively in good faith to maintain a good working relationship and to achieve common goals.

"NRW" is the acronym for Natural Resources Wales / Natural Resources Body for Wales.

"Wastewater Treatment Works" means the wastewater treatment works forming part of the Apparatus on the Property, in so far as the same does not form part of the Red Land

"Wetland/Constructed Treatment Wetlands/CTW" describes the use of a wetland for water quality improvements specifically.

1. BACKGROUND

- 1.1 This MoU supports the collaboration between DCWW and [Organisation Name] to undertake feasibility assessment/s of constructed treatment wetland/s (CTW), at [location name/catchment if multiple WwTW], where the proposed CTW will be fed by DCWW final treated effluent, from [name of WwTW/s].
- 1.2 All Special Areas of Conservation are protected under the Conservation of Habitats and Species Regulations 2017, as amended (the Habitats Regulations). In January 2021 Natural Resources Wales (NRW) introduced new phosphate standards for the riverine SACs in Wales. These targets are 50-80% tighter than previous limits. A compliance assessment, conducted by NRW, against the standards found failure to meet the targets in the Dee, Cleddau, Wye, Teifi and the Usk.

High phosphate levels in surface water, leads to eutrophication of our rivers. Eutrophication adversely affects the quality of the water and ecology. The problem is complex with many contributing factors; one stretch of a given catchment will be very different to another stretch of river in another catchment – and the solutions are equally complex and multi-faceted. Focusing on one sector, or one site with more stringent targets, could, at best result in an inefficient use of investment and at worst bring no significant benefit to our rivers or the habitats that depend on them.

- 1.3 Following Source Apportionment modelling to identify the main phosphate sources on each section of the five failing SAC rivers, DCWW has produced it's inductive programme of wastewater treatment works likely to require a new phosphorus permit condition, to address DCWW's compliance needs. Therefore, DCWW is now in a position to work with catchment partners, to progress targeted feasibility studies for additional phosphorous load reduction.

Collaborative working and catchment management should both be flexible and iterative. Each category of WwTW, and each scheme, with each organisation will have nuances within the approach we take. But to enable the optimum partnership, considering the urgency of NMB's needs, DCWW has created a template MOU and supporting documents, to define the Collaboration Principles that will shape schemes going forward.

Complex contracts are of limited value at the feasibility stage, though that will be required should schemes progress to design and delivery stage. DCWW and [organisation name], hereinafter to be referred to as 'both parties', will be guided by the principles detailed in this MOU when progressing Constructed Treatment Wetlands (CTW) feasibility studies, to facilitate partnership and ensure a smooth working relationship.

2. MOU AIMS AND OBJECTIVES

- 2.1 The aim of this MOU is to formalise and add governance to collaborative CTW feasibility assessments, for phosphorus reduction, where DCWW's FE is used as the feed flow.
- 2.2 Specific objectives are:
 - 2.2.1 To detail roles and responsibilities between DCWW and [Organisation Name] and identify each organisation's Single Point of Contact (SPoC).
 - 2.2.2 To define how the partnership will be communicated with external audiences, and how organisational representatives will communicate within the partnership.
 - 2.2.3 To define how data will be shared and stored.
 - 2.2.4 To detail how costs will be split and contributed per organisation.
 - 2.2.5 To ensure transparency regarding the processes and methodology progressed under this CTW feasibility study.

3. TIMEFRAME

- 3.1 The initial timeframe for partnership activities that this MOU covers will be the duration of the desktop feasibility and ground survey feasibility; commencing [xx/xx/20xx], anticipated to end [xx/xx/20xx].
- 3.2 Should the feasibility study progress through to design and construction stage, this MOU will come to an end. The design and construction phases will be covered under a separate legal agreement. This is to keep the roles and responsibilities, and commitments made, specific to each stage of the partnership CTW.
- 3.3 Activities will be reviewed every quarter to ensure that they are being delivered as agreed, and that they are having the intended impact.

4. PARTNERSHIP ROLES AND RESPONSIBILITIES

- 4.1 Activities to be delivered by the partnership under the feasibility stage are detailed below, split per organisation.
 - 4.1.1 DCWW's covenants
 1. DCWW will provide pre-screened and categorised WwTW to [organisation and their nominated partners], defining the collaboration opportunity available.
 2. DCWW will provide data specific to [WwTW name] to [organisation and their nominated partners] to enable desktop feasibility of a CTW to progress. This data will include the current discharge grid reference of the WwTW, population equivalent that the WwTW serves and assumed total phosphorus discharging from the DCWW treated effluent. This data provision will be managed outside of the EIR governance process, and its use will be specific to the feasibility of CTW.
 3. DCWW will provide specifications for the feasibility stage of joint schemes (for category B and C WwTW), to support [organisation and their nominated partners]. These specifications are to ensure feasibility outcomes are to a Water Industry acceptable standard and to ensure the feasibility adequately supports design stage, should the scheme progress that far.
 4. DCWW will support and attend relevant meetings to progress the CTW feasibility.
 5. DCWW will communicate as early as possible, any changes to the WwTW's category, following discussions with our Environmental and Economic regulators. DCWW will be transparent about the impact of these changes to the CWT feasibility study and the collaboration opportunity available.
 6. DCWW will create and provide phase 1 feasibility specifications and check lists, to ensure phase 1 produces accurate outcomes, that enable to progression to phase 2 of the process.

4.1.2 [Organisation Name]'s covenants

1. [Organisation Name] recognises that DCWW's indicative screening is based on current policy and legislation. Should policy guidance change, there may be an impact on DCWW's investment plans and therefore the collaboration available at various WwTW.
2. [Organisation Name] accepts that DCWW sharing their indicative list of investment locations as determined by the SAGIS models, prior to approval by our environmental and economic regulators, may impact upon the category of the WwTW, mid-way, or even after a feasibility has been complete.
3. [Organisation Name] will have garnered support from the relevant NMB to progress with this feasibility and will remain accountable for reporting to the NMB on the feasibility progress at board meetings.
4. [Organisation Name] will use the data shared by DCWW and [Organisation Name]
5. [Organisation Name] agrees that they will not mislead others or misrepresent the information provided or its source and will acknowledge the source of the Information provided by including any attribution statement
6. [Organisation Name] will commit to deliver the desktop feasibility within a timeframe to align with DCWW's AMP regulatory deadlines (category B and C WwTW)
7. [Organisation Name] will support and attend relevant meetings relating to the CTW feasibility.
8. [Organisation Name] will lead and procure with a suitable partner, the desk-based feasibility assessment of CTW (see schedule 7 regarding funding principles).
9. [Organisation Name] will include the full scope of needs in the feasibility assessment. The aforementioned scope will be agreed between DCWW and [Organisation Name] prior to commencing feasibility.
10. [Organisation Name] will follow the feasibility specifications DCWW provides as a minimum standard for all geo-technical surveys.
11. [Organisation Name] will adhere at all times to all statutory and regulatory environmental requirements and protocols.
12. [Organisation Name] accepts that the outcome of the feasibility does not necessarily mean the scheme can progress to design and delivery. The feasibility stage of this collaboration does not result in a commitment from DCWW for the final effluent to be used for the CTW.
13. [Organisation Name] will share the outcomes of the feasibility with DCWW and be transparent about the methodology undertaken.

5. COMMUNICATIONS

- 5.1 All collaboration is considered a partnership business arrangement, and therefore all aspects must be made clear and explicit to both parties involved and by both parties.
- 5.2 The roles and responsibilities presented in section 4.1 will be discussed and agreed to during the initial kick off meeting. They will then be adhered to here-after.
- 5.3 All agreements and decisions will be supported in writing and shared for sign off by both parties.
- 5.4 There will be transparency at all stages of the feasibility stages; transparency about the data used, the methodology followed, and who has contributed and commissioned, and where relevant, who has financed what.
- 5.5 Both parties will have mutual respect and understanding of the mixed expertise, experience, skills, and potential knowledge gaps of each party.
- 5.6 External communications (for example press releases) will only be permitted if both parties consent, and with agreed wording.
- 5.7 Neither party will not use each other's logos without consent.
- 5.8 Meetings will be held online (MS Teams), unless otherwise agreed. Meetings will be held at a reasonable frequency, considering both parties additional commitments outside of this partnership.
- 5.9 The partnership kick off meeting to discuss [Wastewater Treatment Works], will be hosted by DCWW.
- 5.10 Future meetings will be hosted and chaired by [organisation's name] or their feasibility consultant [name].

6. DATA

- 6.1 Both parties agree data will be shared under confidentiality at all times.
- 6.2 Both parties agree where sensitive information is provided, it must be marked "Official –sensitive" and must be kept secure from any unauthorised or accidental use, access, duplication, disclosure, damage, loss or destruction.
- 6.3 Both Parties will comply with all applicable requirements of the Data Protection Legislation and shall not do anything to cause a breach of the Data Protection Legislation by the other party.
- 6.4 Both parties agree that, subject to any further timescales agreed in the above schedules or otherwise agreed from time to time in writing between the Parties, the Information will be provided within 20 working days ("the Timescale"). The Timescale will start on the day that the request for Information is received by either Party. If either Party is not able to provide the Information within the Timescale for any reason, it will communicate the reasons why it is unachievable with the other Party and provide a revised timescale for the provision of the Information.
- 6.5 DCWW is sharing information ahead of the AMP programme being finalised, to enable collaboration for the benefit of 3rd parties. Therefore, both parties agree there may be change in WwTW category, scheme scale and delivery date at any point in this feasibility stage.
- 6.6 Both parties agree that any outcomes and intellectual property, which is jointly developed through feasibility activities covered under this MOU, can be used by either party, only upon obtaining consent from the other.
- 6.7 All other intellectual property used in the implementation of the MOU will remain the property of the organisation that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.
- 6.8 Quality assurance will be central throughout this collaboration, with regards to the data used, survey mechanism and design specifications adherence. Both parties will adhere to quality assurance and specifications provided by DCWW.

7. FINANCIAL CONTRIBUTIONS

- 7.1 Both parties acknowledge and agree that this MOU, and the signing of it, does not directly create any financial or funding obligation on either party to the other. Such obligations shall arise only upon joint agreement that all both parties are ready to progress with CTW feasibility. However, the below section details the funding division between both parties and the governance and transparency around costs, should the schemes progress.
- 7.2 [organisation's name] will fund the desk-based feasibility for the CTW/s. See Partnership Guidance document for further information on the funding contribution per organisation, should the feasibility progress to design stage.
- 7.3 Both organisations will operate an open book accounting approach to the phases they fund.

8. MONITORING

- 8.1 All partners commit to ongoing monitoring of this collaboration and of the subsequent programme plan, with the aim of ensuring accountability and performance against milestones, suitable for both parties needs.
- 8.2 To effectively implement this MOU, both parties agree to establish a transparent structure of Governance and decision making that endeavours to implement the principles and spirit of this agreement; whilst having regard to the scientific and technical evidence and local knowledge of the partner organisations.
- 8.3 Both parties should be aware of potential solution bias generated from the success of other projects, and how this may impinge on professional judgment and impartiality. There are various 'check-points' that DCWW have introduced in an attempt to mitigate this bias.

9. DESIGNATED PARTNERSHIP LEADS

- 9.1 Each partner will appoint a Single Point of Contact (SPOC) to lead on their organisations actions and discussions of this partnership.
- 9.2 The designated lead member of staff for each partner will:
 - 9.2.1 Lead all cross-organisation communications.
 - 9.2.2 Lead all inter-organisation communication, including reporting to their relevant internal teams, senior staff and governing boards as appropriate.
 - 9.2.3 Represents their organisation's approach and position

10. TERMINATION AND DISPUTE RESOLUTION

- 10.1 The following provisions shall apply in relation to dispute resolution:
 - 10.1.1 Both parties agree that, in the event of any dispute between the Partners relating to this MOU, respective rights, duties or obligations or as to any other matter or thing in any way arising out of or connected with the subject matter of CTW, the Partners shall first seek to resolve the dispute through informal discussions.
 - 10.1.2 In the absence of such agreement between the SPOCs, either party may refer the dispute to the most senior officers of each organisation to try and reach settlement on the subject matter of the dispute
 - 10.1.3 In the event any dispute cannot be resolved via the manner mentioned in 10.1.1 and 10.1.2 within sixty calendar days, both organisations agree that the dispute will be negotiated between the Partners through mediation. The mediator will be arbitrated by [name of suitable mediator].
 - 10.1.4 The costs of mediation (if incurred) shall be shared equally by the Partners.
 - 10.1.5 Any Party may terminate this MOU and any related agreement, at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that in the event fails to perform any of its obligations under this MOU PARTNER shall have the right to terminate this MOU and any related agreement, workplan and budget immediately upon written notice.

11. DISCLAIMER

- 11.1 It should be noted that by signing this document or by participating in the [name of catchment/ WwTW partnership], the partners are not committing to legally binding obligations. It is intended that the partners remain independent of each other and that their collaboration and use of the term 'partner' does not constitute the creation of a legal entity, nor authorise the entry into a commitment for or on behalf of each other.

Signed on behalf of Dŵr Cymru Cyfyngedig

..... Date
(Name, Position)

Signed on behalf of [Organisation Name]

..... Date
(Name, Position)