



Government
Legal Department

**PRIVATE RENTED SECTOR HEALTHY HOMES PROJECT 2024 AGREED
BETWEEN DEPARTMENT FOR LEVELLING UP, HOUSING AND COMMUNITIES**

and

EAST STAFFORDSHIRE BOROUGH COUNCIL

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (which expression shall include the Annexes) (“MoU”) is dated 13 March 2024

Between

- (1) **PRIVATE RENTED SECTOR HEALTHY HOMES PROJECT 2024** agreed between **DEPARTMENT FOR LEVELLING UP, HOUSING AND COMMUNITIES** (the "**Authority**") of 2 Marsham Street, London, SW1P 4DF; and
- (2) **East Staffordshire Borough Council** of **The Town Hall, King Edward Place, Burton Upon Trent, Staffordshire, DE14 2EB** (the "**Partner**").

together the "**Parties**" and each a "**Party**".

Background and Policy Context

(A) The Healthy Homes project has been set up to test whether different enforcement approaches have the intended impact and represent the best value for money, and to also allow us to look at the wider societal impacts of enforcing on damp and mould hazards.

(B) The enforcement elements being tested are:

- I. Additional resource in enforcement teams
- II. Standardised training across your existing team.
- III. Improved communications and engagement with landlords and tenants.
- IV. Improved equipment, i.e., tools to measure damp and mould; and
- V. Improved data collection tools and support.

(C) The Partner will:

- a) Deliver the interventions set out above (I-V) as soon as possible over 24/25; **OR**
- b) Participate as a control group, and submit data only (Annex A)

(D) The Partner will be notified of their randomly assigned allocation to the intervention or control group only after the MoU has been signed.

(E) This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.

(F) This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MoU. However, the Parties enter into the MoU intending to honour their obligations.

NOW THEREFORE the Parties have agreed to cooperate under this MoU as follows:

1. Interpretation

- 1.1. Unless the context otherwise requires, references to this MoU shall be construed as a reference to this MoU as varied or amended in accordance with its terms. Reference to a person includes a legal entity, words importing a gender include all genders and words importing the singular include the plural and vice versa.

“**Activities**” means agreed activities set out in Annex A and “**Activity**” shall be construed accordingly.

“**Crown**” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies.

“**Confidential Information**” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (howsoever 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 and all personal data and sensitive personal data within the meaning of applicable legislation. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of a duty of confidence by either Party);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“**Data Protection Legislation**” means (i) the UK GDPR as amended from time to time; (ii) the Data Protection Act 2018 as amended from time to time; (iii) regulations made under the Data Protection Act 2018; (iv) all applicable law about the processing of Personal Data.

“**Intellectual Property Rights**” means patents, utility models, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, 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.

“MoU Representatives” means the lead representatives of each Party (one to be provided by each Party), as described in paragraph 4.

“Personal Data” and **“Processing”** have the meaning given in the UK GDPR.

“Principles” has the meaning set out in paragraph 3.

“UK GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

2. Parties’ Responsibilities:

- 2.1. The Partner will perform the Activities described in Annex A. The Authority will perform those activities identified in Annex B and shall make payments to the Partner to fund the delivery of the Activities.
- 2.2. The Partner will ensure it complies with the terms of all applicable laws in carrying out the Activities.

3. Principles of collaboration and the Parties’ responsibilities

- 3.1. The Parties will adopt the following principles (**“Principles”**) at all times in respect of this MoU:
 - (a) the Parties will:
 - (i) be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
 - (ii) 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;
 - (iii) comply with the law and best practice, including any relevant Governmental protocols and guidance;
 - (iv) act in a timely manner;
 - (v) ensure sufficient and appropriately qualified employees and other necessary resources are available and (in the case of employees) authorised to fulfil the responsibilities set out in this MoU.

4. Liaison between the Parties

- 4.1. Formal contact between the Parties will be through the MoU Representatives. The MoU Representatives are:

The Authority: Mark McKinnon

The Partner: Rachel Liddle

Either Party may change their MoU Representative at any time by notifying the other in writing.

4.2. The MoU Representatives shall:

- (a) meet at least twice a year at a time and place to be mutually agreed to review the Activities carried out under, and the operation of, this MoU and to address any issues arising from this MoU;
- (b) provide assurance to the Parties that the Activities agreed between the Parties are being undertaken and that work is proceeding in accordance with the Principles; and
- (c) document key decisions in writing.

5. Charges and liabilities

5.1. Except as otherwise provided in this MoU, each Party shall bear its own costs and expenses incurred in complying with its obligations under this MoU.

5.2. Both 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 MoU.

6. Use of Third Parties

6.1. The Partner will seek written consent from the Authority before using any third party to perform any of the Activities.

7. Intellectual Property Rights

7.1. Any Intellectual Property Rights that arise from or are developed by either Party in carrying out the requirements of this MoU ("**Foreground IPR**") shall be vested in and owned by the Crown.

7.2. Both Parties will work together to ensure that in the performance of the Activities the use of any Foreground IPR does not infringe any Intellectual Property Rights belonging to a third party. Where use of Intellectual Property Rights belonging to a third party is required to perform the Activities or to use any Foreground IPR, the Partner will use reasonable efforts to secure licences for both Parties to use any such Intellectual Property Rights on an irrevocable, royalty-free, non-exclusive basis. Where this is not possible, the Partner will agree with the Authority such other means to procure the performance of the Activities and use of Foreground IPR without infringing such rights, which may include modification of the Activities to avoid infringement.

8. Freedom of Information and Communications to the Public

- 8.1. Each Party will provide to the other Party any information in its possession that may be reasonably requested by the other Party, subject to any confidentiality constraints, safeguards and statutory rules on disclosure. Each Party will 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 in relation to this MoU.
- 8.2. The requirements in this paragraph 8 and paragraph 9 (Confidential Information) below are subject to any Government requirements as to transparency which may apply to either or both Parties from time to time.
- 8.3. The Authority will be responsible for handling media inquiries relating to the Activities under this MoU. Each Party will seek the other Party's approval before publishing any information resulting from the use of exchanged data received from the other Party.

9. Confidential Information

- 9.1. Each Party understands and acknowledges that it may receive or become aware of Confidential Information of the other Party (which may include information where the other Party owes a duty of confidence to a third party) whether in the course of performance of the Activities or otherwise.
- 9.2. Except to the extent set out in this paragraph 9 or where disclosure is expressly permitted elsewhere in this MoU, each Party shall treat the other Party's Confidential Information as confidential and safeguard it accordingly (which shall include complying with any protective markings on documents and instructions supplied by the other Party). In particular, neither Party will do anything that may place the other Party in breach of a duty of confidence owed to a third party. A Party receiving Confidential information shall not disclose Confidential Information to any non-Crown bodies without the prior consent of the other Party.
- 9.3. The obligations of confidentiality in this paragraph 9 shall continue in force notwithstanding termination of this MoU.

10. Protection of Personal Data

- 10.1. The Parties acknowledge that the delivery of the Activities may involve the Processing of Personal Data. The Parties agree to review each Activity and enter into such arrangements as are necessary to comply with the Data Protection Legislation in relation to the performance of the Activities. The Parties will enter into a Data Sharing Agreement whenever Personal Data is shared as part of the Activities.
- 10.2. Each Party must ensure that Personal Data collated or exchanged under this MoU is not transferred outside the UK without the prior agreement of the other

Party.

11. Resolution of disputes

11.1. Any dispute between the Parties arising out of or in connection with this MoU shall in the first instance be resolved amicably between the Parties through the MoU Representatives and, if no resolution is reached, referred to the following senior personnel (at Deputy Director level):

(a) **For the Authority:** Steph Kvam.

(b) **For the Partner:** John Teasdale

12. Term and Termination

12.1. This MoU shall commence on 13 March 2024 and (subject to earlier termination on the terms of this MoU) shall continue for **two years** which period may be extended by the written agreement of the Parties.

12.2. This MoU may be terminated by either Party at any time by giving written notice to the other Party.

12.3. A Party terminating this MoU further to this paragraph 12 will give as much notice as reasonably possible and will offer all reasonable assistance to ensure an effective handover of Activities, if required, and to mitigate the effects of termination on the other. In particular, a Party terminating this MoU shall take reasonable steps to ensure the other Party is not put at risk of action for breach of any statutory or other legal obligations as a result of terminating this MoU. This will include compliance with the further specific handover requirements set out below.

12.4. If for any reason this MoU is terminated, the Authority may:

(a) give such directions to the Partner for the purpose of making arrangements for the handover of Activities (whether the Authority will continue the Activities itself or seek to agree replacement services with a third party); and/or

(b) authorise another party to take over all or part of the Activities as the Authority may specify.

12.5. The Partner shall co-operate fully with the Authority during any handover arising from the expiry or termination of this MoU. Such co-operation shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary, within legal constraints, to the Authority or such other third party (or parties) authorised to take over all or part of the Activities in order to achieve an effective transition without disruption to routine operational requirements.

13. Financial Consequences of exit from the MoU by an individual Party

- 13.1. On termination of this MoU, a financial adjustment will be agreed according to the principle that the Authority will only be obliged to pay for Activities performed in accordance with the provisions of this MoU up to the date of termination (and upon termination the Partner shall provide a final report detailing the Activities it has performed).
- 13.2. Where the Authority has paid any sums in advance, the Partner will promptly arrange for repayment of amounts it has received for Activities it has not performed (such amounts to be agreed with the Authority based on the final report provided further to the above paragraph 13.1).

14. Review and audit of the MoU

- 14.1. In addition to the regular review meetings to discuss performance in accordance with paragraph 4.2, the Parties will review this MoU at least every [two (2) years], and whenever substantial changes occur to the policies, external relationships and structures of the Parties concerned. Any changes to this MoU will only be effective if set out in writing and signed by both Parties.
- 14.2. Each Party shall keep and maintain until [six (6) years] after termination of this MoU, full and accurate records of the Activities and all sums received in respect thereof. Each Party shall on request afford 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).

15. Miscellaneous

- 15.1. This MoU does not confer any rights on any third party. Nothing in this MoU shall be interpreted as limiting, superseding, or otherwise affecting any Party's normal operations in carrying out its statutory, regulatory or other duties. This MoU does not limit or restrict either Party from participating in similar activities or arrangements with other entities.
- 15.2. The Authority reserves the right to vary the requirements of the MoU should this become necessary at any time, following discussion with the Partner. The Parties will confirm all agreed variations in writing.
- 15.3. If any such variations require an adjustment to the Activities or the fees payable then the Parties will seek to reach an agreement on how these variations should be managed and documented. The Authority shall have no obligation to incur any further costs under this MoU, nor shall the Partner/Authority 2 be required to perform additional Activities unless and until this has been agreed in writing.

SIGNATORIES

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

Signed for and on behalf of the Secretary of State for []


Signature:

Name:

Position:

Date:

Signed for and on behalf of **East Staffordshire Borough Council**

Signature: 

Name: **John Teasdale**

Position: **Head of Legal and Regulatory Services (Monitoring Officer)**

Date: 13.03.24

Annex A. The Partner Activities

16. For 'Partners' in the TREATMENT GROUP

- 16.1. 'Partners' in the treatment group are expected to deliver the interventions (i) – (v) below, in line with guidance.
- I. Additional resource in enforcement teams
 - II. Standardised training across your existing team.
 - III. Improved communications and engagement with landlords and tenants.
 - IV. Improved equipment, i.e., tools to measure damp and mould; and
 - V. Improved data collection tools and support.
- 16.2. Funding associated with the Healthy Homes Project may also be used for additional staff training, IT and digital services, where the costs in question are directly attributable to the Healthy Homes Project and are specifically required to deliver its objectives as set out above.
- 16.3. Partners in the treatment group will be provided with guidance which sets out in more detail the activities and outputs which they will deliver, together with their expected costs.
- 16.4. The Department will provide **up to £130,000** to the Partner, as a resource grant under Section 31 of the Local Government Act 2003.
- 16.5. The grant will be transferred in two equal tranches in April and October. Please note that the allocations for 23/24 and 24/25 are provisional, but that the Department has a policy of only altering future allocations in exceptional circumstances.
- 16.6. The payment of each tranche of funding will be subject to the Department agreeing that:
- a. the outputs specified in the guidance to date have been achieved, or that satisfactory reasons have been given where this is not the case, and that
 - b. the activities undertaken by the Partner are meeting the objectives of the Healthy Homes Project.
- 16.7. Funding will also be conditional on written assurance from the Partners Section 151 Officer that:
- a. funding in each tranche is aligned to planned expenditure within scope of the Healthy Homes Project and
 - b. all funding from the previous tranche, where applicable, is accounted for and is applied only to activity within scope of the Healthy Homes Project.

- 16.8. If the Partner does not expect to need to draw down the full allocation in any given period, the Department should be informed so that the allocation can be adjusted downwards. The Partner may submit a request to the Department, based on actual expenditure plans, for the underspend to be reallocated into a later period. This is at the discretion of the Department, as the budget is fully allocated across the whole programme from the outset, and there should be no general expectation that underspends in one period can be transferred to a later point in the programme.
- 16.9. Any underspend against the previous payment will be deducted from the following tranche except where the Partner and the Department agree clear plans for additional expenditure, within the scope of the Partners Healthy Homes Project for which the unspent funding may be used.
- 16.10. Local authorities assigned to a **treatment group will** retain flexibility to vary expenditure against each of the specific activities set out in the **Guidance document**: for example, increasing the funding allocated to one type of staff cost and decreasing another. However, any significant changes to the overall delivery plan must be agreed in advance between the Partner and the Department. Any significant increase in non-staff costs, either through a substantial increase in spend on IT, training or overheads (>£10,000), or through introduction of activities or expenditure not specified in the plan, must be agreed in advance between the Partner and the Department.
- 16.11. Partners will need to provide data to support the evaluation, at the outset of the fund (likely April) and, at a minimum, to the end of the funding (March 2025). This is still being developed but likely to capture data on PRS inspections, inspections, enforcement activity and staffing over the previous 12 months (covering April 2024 to March 2025, and where available, April 2023 to March 2024). Data requests may (within reason) extend beyond the period for which funding has been provided by the Department.
- 16.12. Local authorities assigned to a treatment group will provide **quarterly** (TBC) reports to the Department covering the expenditure, outputs and outcomes associated with the Partners Healthy Homes Project. The Partner will also provide relevant information where needed in response to reasonable requests from the Department or from an independent evaluator acting on behalf of the Department, for example in support of work to evaluate the full Healthy Homes Project itself or the wider Levelling Up programme. These requests may (within reason) extend beyond the period for which funding has been provided by the Department.

17. For Partners in the CONTROL GROUP

- 17.1. Local authorities in the control group are expected to provide data returns to support the evaluation (see 'monitoring' – below). They will not be required to implement any specific interventions.

Funding for the control group:

- 17.2. The Department will provide **up to £11,000** to the Partner, as a resource grant under Section 31 of the Local Government Act 2003.
- 17.3. The grant will be transferred in two equal tranches in April and October. Please note that the allocations for 23/24 and 24/25 are provisional, but that the Department has a policy of only altering future allocations in exceptional circumstances.
- 17.4. The payment of each tranche of funding will be subject to the Department agreeing that:
 - a. the outputs specified in the guidance to date have been achieved, or that satisfactory reasons have been given where this is not the case, and that
 - b. the activities undertaken by the Partner are meeting the objectives of the Healthy Homes Project.
- 17.5. If the Partner does not expect to need to draw down the full allocation in any given period, the Department should be informed so that the allocation can be adjusted downwards. The Partner may submit a request to the Department, based on actual expenditure plans, for the underspend to be reallocated into a later period. This is at the discretion of the Department, as the budget is fully allocated across the whole programme from the outset, and there should be no general expectation that underspends in one period can be transferred to a later point in the programme.
- 17.6. Any underspend against the previous payment will be deducted from the following tranche except where the Partner and the Department agree clear plans for additional expenditure, within the scope of the Partner Healthy Homes Project for which the unspent funding may be used.
- 17.7. 'Partners will need to provide data to support the evaluation, at the outset of the fund (likely April) and, at a minimum, to the end of the funding (March 2025). This is still being developed but likely to capture data on PRS inspections, inspections, enforcement activity and staffing over the previous 12 months (covering April 2024 to March 2025, and where available, April 2023 to March 2024)'. Data requests may (within reason) extend beyond the period for which funding has been provided by the Department.
- 17.8. Local authorities assigned to a control group will provide quarterly reports to the Department covering the expenditure, outputs and outcomes associated with the Partner Healthy Homes Project. The Partner will also provide relevant information where needed in response to reasonable requests from the Department or from an independent evaluator acting on behalf of the Department, for example in support of work to evaluate the full Healthy Homes Project itself or the wider Levelling Up programme. These requests may (within reason) extend beyond the period for which funding has been provided by the Department.]

Annex B. The Authority's commitments

The Department will remain engaged with the Partner throughout the duration of the programme in order to support and monitor delivery. The Partner is expected to have developed an exit strategy, with the expectation that no additional funding from the Department will be available.

Annex C. Costs

Additional Resource	Equipment Refresh	Training	Data Collection	Comms	Total
£ 45,000	£ 9,000	£ 10,000	£ 36,000	£ 30,000	£ 130,000
			£ 11,000		£ 11,000