

# Developing the Community Partnership Agreement



**Working in Partnership**

# Developing the Community Partnership Agreement

One of the first tasks of the prospective members of the Community Partnership will be to develop the Community Partnership Agreement.

This could take the form of a Memorandum of Understanding (MoU). It will set out the principles of how the members of the Community Partnership will work together and their roles and responsibilities. It should include terms of reference to clarify how the Community Partnership operates, how it will take decisions, settle disputes and a Programme of Activities. Different Community Partnerships may approach this in different ways and some may want to continue to use an independent facilitator to guide them through the process.

Once the text in the Community Partnership Agreement is agreed, it will need to be signed by each of the prospective Community Partnership members, including RWM. Once signed by all those concerned, the Community Partnership will be considered to be in place and Community Investment Funding of up to £1 million per community per year can be made available to the community in the Search Area.

Although the Community Partnership Agreement does not need to be a legal agreement, we recognise that members may wish to take independent legal advice before signing it. RWM will meet the reasonable and proper costs of such independent legal advice.

It is likely that the Community Partnership Agreement will be subject to review and refinement during the siting process, for example, if a Search Area changes. When new members are brought on to the Community Partnership they will also need to sign a copy of the Community Partnership Agreement.

The Community Partnership Agreement will be publicly available to ensure that the work carried out by those on the Community Partnership and its role and activities are open and transparent.

A sample template Community Partnership Agreement is provided on the next page. It contains guidance notes to assist the prospective members of a Community Partnership in tailoring the provisions of the Community Partnership Agreement.

# Template Community Partnership Agreement

(Draft) Community Partnership Agreement (“CPA”)

Memorandum of Understanding (“MOU”)

For XX Community Partnership

The “Note to Members” sections are to assist the prospective members of a Community Partnership in developing, tailoring and finalising the form of CPA.

The items highlighted [ ] in green and in square brackets should be agreed by the Members and inserted in the final document.

**Note to Members:** this form of CPA applies to Community Partnerships in England only. There is a separate draft form of CPA for Wales.

All references in this sample template CPA to:

- The Working with Communities Policy (“**WWC Policy**”) is a reference to the WWC Policy for England; and
- ‘Community Guidance’ is a reference to the Community Guidance for England.

This MOU is made on [ ] [20..]

Between:

1. **RADIOACTIVE WASTE MANAGEMENT LIMITED** being the public body responsible for the delivery of a Geological Disposal Facility (a “**GDF**”) and a permanent member of the Community Partnership (“**RWM**”) (including any successor body to RWM that is given the responsibility for the delivery of a GDF); and
2. [ ]/[ ] being [“**Relevant Principal Local Authorities**”][a “**Relevant Principal Local Authority**”] (the “**RPLA Member[s]**”); and
3. [ ] being [representatives of community groups, organisations and individual community members of the Community Partnership (the “**Community Members**”) each being a “**Member**” of the Community Partnership and collectively the “**Members**” of the Community Partnership.

**Note to Members:**

- The CPA will be signed by all of the Members i.e. RWM, each Relevant Principal Local Authority that wishes to join the Community Partnership and each individual Community Member. Where individual Community Members represent an organisation, the organisation may need to be a party to the CPA.
- The Community Partnership referred to in the WWC Policy can only be formed and continue to operate if one or more Relevant Principal Local Authorities in the Search Area agree to participate i.e. there must be at least one Relevant Principal Local Authority representing the residents of each district or unitary authority electoral ward in the Search Area (see para 6.28 of the WWC Policy).

## 1. Definitions

Save as expressly defined in the main body of this MoU, words beginning with initial capital letters have the meaning set out in Schedule 1.

## 2. Introduction

- 2.1 The Nuclear Decommissioning Authority (“**NDA**”) is a non-departmental public body established by the Energy Act 2004 and is responsible for implementing government policy on the long-term management of radioactive waste. RWM is a wholly owned subsidiary of the NDA, and one of the responsibilities it has been given by the NDA is the responsibility for the delivery of a GDF.
- 2.2 The requirement to establish a Community Partnership Agreement is set out in the Government policy entitled “Implementing Geological Disposal - Working with Communities An Updated framework for the long-term management of higher activity radioactive waste” published by the Department for Business, Energy & Industrial Strategy on 19th December 2018 (the “**WWC Policy**”).

- 2.3 The WWC Policy sets out the Government’s consent-based approach to identifying a suitable location for a GDF through working with communities in a GDF siting process (referred to throughout this CPA as the “siting process”). Communities sit at the heart of this siting process. The policy is clear that a GDF can only be built where there is a suitable site and a community consents to it being built following a positive Test of Public Support.
- 2.4 This non-legally binding MoU is the Community Partnership Agreement referred to in paragraphs 6.48 to 6.50 of the WWC Policy.

#### Note to Members:

- The purpose of the Community Partnership Agreement is to set out the principles of how the Members will work together and their roles and responsibilities. The Members have a wide discretion, at all times taking into account the need to comply with the requirements of the WWC Policy, in deciding on the content, structure, level of detail and the final provisions to be included in the MoU.
- This sample Community Partnership Agreement (drafted in the form of a MoU) has been prepared to assist the Members in developing and tailoring a Community Partnership Agreement to fit with the needs of the community within the Search Area. The Members may decide on a different structure and a shorter form Community Partnership Agreement and or require more detail in specific areas. As such, this sample form MoU is not intended to be an exhaustive or concrete structure to be strictly adhered to, rather - the intention is to set out the key matters that will need to be considered.

### 3. Purpose and intention

- 3.1 The purpose of this MoU is to establish the Community Partnership and to formally appoint the Members to the Community Partnership. In signing this MoU, the Members acknowledge:

- 3.1.1 It does not imply a commitment by any of the Members or the community situated within the Search Area or the Potential Host Community (once identified) to host a GDF;
- 3.1.2 A decision by RWM to recommend a site, or sites, to the UK Government for a GDF in a Potential Host Community cannot be made until a Test of Public Support has been undertaken that demonstrates support by the residents of the Potential Host Community for the development of a GDF within their community;
- 3.1.3 The community can withdraw from the siting process at any point up until a Test of Public Support is taken (the “**Community Right of Withdrawal**”) (see Clause 13.2 below);
- 3.1.4 In addition to and separate from the Community Right of Withdrawal, RWM can also choose to withdraw from the siting process at any time (whether before or after the Test of Public Support) (the “**RWM Ability to Withdraw**”) (see Clause 13.3 below); and
- 3.1.5 The signing of this MoU facilitates the availability of Community Investment Funding for projects, schemes or initiatives in the Search Area (or once identified, the Potential Host Community).

### 4. Term and termination

- 4.1 This MoU shall take effect once it is signed by each of the Members. This MoU may be signed in any number of counterpart copies and by the Members on separate counterpart copies (each of which is an original and all of which together make up the whole MoU).
- 4.2 This MoU will continue in effect and the Community Partnership shall remain in place until any of the following events occur:
- 4.2.1 There is no longer at least one Relevant Principal Local Authority representing each district or unitary electoral ward in the Search Area;
- 4.2.2 The Community Right of Withdrawal is exercised;

- 4.2.3 The RWM Ability to Withdraw is exercised;
  - 4.2.4 The results of the Test of Public Support taken by the Potential Host Community are negative i.e. the community is not supportive of hosting a GDF; or
  - 4.2.5 The results of the Test of Public Support taken by the Potential Host Community are positive i.e. the Potential Host Community supports hosting a GDF.
- 4.3 If any of the events set out in Clauses 4.2.1 to 4.2.5 occur, the Members shall agree the timings and procedure for the exit from and termination of this MoU, in particular, taking into account the need to agree and implement a transition period and or an exit period.
- 4.4 In accordance with paragraph 6.78 of the WWC Policy, if either the Community Right of Withdrawal or the RWM Ability to Withdraw is exercised, the availability of Community Investment Funding shall cease in the Search Area or Potential Host Community (however, any CIF that has been committed within that financial year by the Community Investment Panel will be honoured).

**Note to Members:**

- On the formation of the Community Partnership, the Members may wish to agree the procedure to follow on termination and include this in a schedule to the MoU. This will ensure there is an efficient and certain exit/termination process.
- Where any of the events set out in Clauses 4.2.1 to 4.2.5 occur, it would be beneficial for the Members to agree the timescales for a “transitional” or “exit period” i.e. it may not be appropriate for the Community Partnership to immediately terminate. For example, in the event of a negative Test of Public Support, a reasonable “exit period” may be required in order to finalise the affairs of the Community Partnership and to appropriately document “lessons learnt”.

- If the event set out in clause 4.2.5 above occurs i.e. there is a positive Test of Public Support, it may not be appropriate for the Community Partnership to immediately cease to operate and for this MoU to terminate. Instead, a “transition period” may be required whilst a recommendation is made to the UK Government and a final decision is made as to whether the Potential Host Community is being taken forward to potentially host a GDF. At this stage, the Members may decide to continue the work of the Community Partnership, for example, through transitioning into a liaison group to provide a continued interface between RWM and the local community during the development consent process, the regulatory permitting and licensing processes and through to the construction, operation and closure of a GDF. A new form of MoU/ Community Partnership Agreement (with new Terms of Reference) may need to be prepared.

**5. Core functions and responsibilities****Note to Members:**

This section will need to set out the role, core functions and responsibilities of the Community Partnership and reflect paragraph 6.30 of the WWC Policy.

**6. Terms of Reference (“ToR”)**

- 6.1 The Members shall develop a ToR for the Community Partnership and a ToR for any Sub-group(s) of the Community Partnership.

**Note to Members:**

Each ToR should include, for example, the roles of the Members, guiding principles, governance (e.g. meetings, voting rights and decision making) and how the Community Partnership (and each Sub-group) will reflect the views and interests of the community.

Schedule 2 sets out a draft ToR for the Community Partnership that includes the minimum requirements set out in the WWC Policy.

- 6.2 The ToRs are attached at Schedule 2 of this MoU. The Members agree to keep ToRs under regular review with a formal review carried out at least [annually] to ensure the ToRs continue to reflect the purpose and objectives of the Community Partnership and each Sub-group.

## 7. Membership

### Note to Members:

See paragraphs 6.28, 6.29 and Table 2 (page 59) and paragraphs 6.33 to 6.39 of the WWC Policy.

- 7.1 Paragraph 4 of the draft ToR in Schedule 2 of this MoU sets out provisions governing the appointment of Members; duration of memberships; review of memberships; roles of Members; the ability to co-opt members to the Community Partnership and Sub-groups and substitutions.

## 8. Structure of the Community Partnership

- 8.1 The Members will work together to establish an appropriate structure to allow the effective operation of the Community Partnership.

### Note to Members:

Sub-groups to the main Community Partnership could be set up to consider particular issues and activities. A Community Investment Panel should be set up to review recommendations for funding for projects, schemes or initiatives within the Search Area and to assist with the assessment of applications for Community Investment Funding.

- 8.2 The Members will keep the structure of the Community Partnership under regular review and make any necessary amendments and additions to the structure of the Community Partnership Agreement as and when required. A review of the structure of the Community Partnership will need to take place, for example, where there are changes to the boundaries of the Search Area (or, once identified, the Potential Host Community) and/or where there are material changes to the membership of the Community Partnership.

## 9. Search area

- 9.1 The Members will keep the boundaries of the Search Area under review and refine the boundaries of the Search Area during the siting process until the Potential Host Community is identified.

## 10. Programme of activities

- 10.1 The Members will work together to develop and agree a Programme of Activities. The Programme of Activities is attached at Schedule [.....] of this MoU.

### Note to Members:

Consider provisions required in the MoU on the development and agreement of a Programme of Activities including the regular review and monitoring of the same. The activities could include, for example:

- Sharing and discussing the RWM technical programme;
- Responding to any questions, issues or concerns that the community might have about the siting process;
- Capacity building (strengthening skills, knowledge and confidence) of individuals and groups within the community (for example, building the skills required to apply for CIF);
- Considering how a GDF could play a part in a Community Vision;
- Commissioning reports on topics that might be of interest to the Community Partnership; and
- Managing and co-ordinating communications between the Community Partnership and the community.



## 11. Community Investment Funding (“CIF”)

- 11.1 The Members acknowledge that CIF can only be used to fund projects, schemes or initiatives within the Search Area (or, once identified, the Potential Host Community) that meet the CIF Principles (as defined in Schedule 1 (Definitions)).
- 11.2 Any local funding priorities/criteria agreed by the Community Partnership (pursuant to paragraph 6.39 and paragraph 6.71 of the WWC Policy) shall be documented (including the justification and reasons for the same) and included in Schedule [.....] of this MoU.
- 11.3 The Community Partnership will keep its agreed priorities for CIF under regular review in order to make sure that the local funding priorities continue to reflect the Search Area (or, once identified, the Potential Host Community). The Members shall agree any required updates to the agreed local funding priorities at a meeting of the Community Partnership.
- 11.4 The mechanism for approving the funding of projects will be agreed with RWM (in conjunction with the NDA and BEIS). The Members will work closely with RWM, the Community Investment Panel and the Funding Administrator with regards to the disbursement of CIF.

### Note to Members:

- RWM is subject to the guidance published by HM Treasury entitled, “Managing Public Money” dated July 2013 (with annexes revised in March 2018). As such RWM has established mechanisms for the disbursement of Community Investment Funding. Members will need to work closely with RWM and the Funding Administrator to review the recommendations for the disbursement of CIF, at all times being cognisant of the policy and regulatory constraints in relation to the same. Consideration will be required as to whether further information should be included in this MoU.

- 11.5 As set out in Clause 4.4 above and in accordance with paragraph 6.78 of the WWC Policy, if either the Community Right of Withdrawal or the RWM Ability to Withdraw is exercised, the availability of Community Investment Funding shall cease in the Search Area or Potential Host Community (however, any CIF that has been committed within that financial year by the Community Investment Panel will be honoured).
- 11.6 In the event any of the triggers for ceasing the availability of CIF occur, the Members will agree an appropriate process for ending the disbursement of CIF with RWM and the Funding Administrator.

### Note to Members:

- The MoU will need to set out an appropriate process for ending the availability of CIF (including, for example, evaluation, final audits and sharing “lessons learnt”).

## 12. Monitoring of progress and deliverables

- 12.1 The Members will develop and agree an appropriate monitoring and reporting mechanism (for example, through the establishment of documented key performance indicators) to evaluate ongoing engagement with the community and delivery of the actions set out in the Programme of Activities. The monitoring and reporting mechanism must be robust, transparent and not overly complex. The agreed monitoring indicators are included in Schedule [.....] of this MoU.

## 13. The Right of Withdrawal

- 13.1 Pursuant to the WWC Policy, there is a separate and independent right of withdrawal from the siting process for both the community located within the Search Area or the Potential Host Community (the “**Community Right of Withdrawal**”) and RWM as the delivery body (the “**RWM Ability to Withdraw**”).

## 13.2 The Community Right of Withdrawal

13.2.1 The community may be withdrawn from the siting process at any point up until a Test of Public Support is taken.

13.2.2 The Members acknowledge:

- (a) The decision on whether to invoke the Community Right of Withdrawal will be taken by the RPLA Member(s) on the Community Partnership;
- (b) Where the RPLA Member(s) decide to seek the views of the residents in the Search Area (or, once identified, the Potential Host Community) on whether to invoke the Community Right of Withdrawal, then the decision as to the most appropriate method for the RPLA Member(s) to use:
  - (i) Shall be a decision for all the RPLA Members and the Community Members but exclude RWM; and
  - (ii) The chosen consultation method must be recorded in writing and annexed to this MoU in Schedule [.....].

### Note to Members:

- The method chosen to seek views could be, for example, a local referendum, a formal consultation or statistically representative polling. If new methods of consultation emerge in the future the Community Partnership may wish to consider a different approach.
- Consider carrying out/commissioning an options appraisal setting out the pros and cons of each consultation method and a conclusion setting out the recommendation for the most appropriate consultation method which can then be decided upon by the RPLA Members and the Community Members. The Community Guidance identifies examples of different methods that could be used.

13.2.3 RWM, as a Member of the Community Partnership, will be able to participate in discussions on the Community Right of Withdrawal save that RWM will not take part in any decisions/ votes regarding the Community Right of Withdrawal.

13.2.4 Once the Community Right of Withdrawal is exercised, the siting process in that community will come to an end (in accordance with Clause 4 above). The allocation of CIF will also end, save for any CIF that has already been committed during that financial year, which will be honoured.

### Note to Members:

- The MoU will need to set out a clear procedure as to how the Community Right of Withdrawal will be formally exercised and recorded. There needs to be a clear procedure in place to ensure there is certainty on the date that the Community Right of Withdrawal is exercised e.g. in terms of the availability of CIF. For example, will each RPLA provide a letter to RWM to exercise the Community Right of Withdrawal or will another method of formal notification be used?

## 13.3 RWM Ability to Withdraw

13.3.1 RWM has a wide discretion, at all times based on sound evidence and justification, as to whether to exercise the RWM Ability to Withdraw. Nothing in this MoU and or arising from RWM's membership of the Community Partnership will prevent RWM's ability to exercise the RWM Ability to Withdraw.



13.3.2 In the event RWM decides to exercise the RWM Ability to Withdraw in the Search Area or the Potential Host Community (as appropriate) then:

- a) The siting process and any activity by RWM in the Search Area or the Potential Host Community (once identified) including the availability of CIF will end (save that any CIF already made or committed in the financial year in which the RWM Ability to Withdraw is exercised shall continue to be honoured); and
- b) Pursuant to Clause 4 above, the Members will agree the steps and procedure to take to dissolve the Community Partnership and the date of termination of this MoU.

#### Note to Members:

- The MoU could set out the procedure as to how RWM will inform the Community Partnership that it intends to exercise its RWM Ability to Withdraw. There needs to be a clear procedure in place to ensure there is certainty on the date that the RWM Ability to Withdraw is exercised e.g. in terms of the continued availability of CIF. For example, will RWM need to write to each RPLA or will some other method be used?

14.1.2 If the RPLA Member(s) agree to involve RWM and the Community Members in discussions on an appropriate time to hold the Test of Public Support then RWM and the Community Members shall make recommendations to the RPLA Member(s) on the timing of the Test of Public Support;

14.1.3 The RPLA Members and the Community Members (but not RWM) shall decide on the method to be used for the Test of Public Support; and

14.1.4 Following a negative Test of Public Support the siting process will come to an end in the Potential Host Community and in accordance with Clause 4 above, the Community Partnership will be dissolved and this MoU will terminate.

#### Note to Members:

- As per paragraph 6.44 and 6.96 of the WWC Policy, the mechanism for the Test of Public Support shall be decided by the Community Partnership as a whole. However, RWM as the delivery body will be able to advise but not vote on the mechanism. Paragraph 6.98 of the WWC Policy provides that there are currently three main mechanisms that could be used for the Test of Public Support being: a local referendum, a formal consultation or statistically representative polling. Other methods may emerge which the Members could consider.

## 14. Test of public support

14.1 The Members acknowledge that:

14.1.1 It is the RPLA Member(s) that will take the decision on when to hold a Test of Public Support. If there is more than one RPLA Member on the Community Partnership, then each RPLA Member must agree that the Test of Public Support can take place;

14.2 The Members agree to work together to assess which mechanism is the most appropriate for undertaking the Test of Public Support, at all times taking into account the specific characteristics of the Potential Host Community (the “Method”). [The Method can be annexed as a Schedule to this MoU].

**Note to Members:**

- The MoU should include the process for developing the procedure for the Test of Public Support e.g. an options paper setting out the pros and cons of each available mechanism could be prepared by the Members [or independent experts selected by the Members] together with a preferred option with detailed reasons supporting the same. Once a detailed options paper has been prepared, the Members could arrange for a meeting of the Community Partnership to decide on the preferred option. It would be necessary to consider the voting rights/Quorum required for a vote to agree the procedure for the Test of Public Support.
- The Method will need to include information on the practical steps and procedures that will need to be in place (including costs of the same) to allow the Test of Public Support to take place, for example, venues, electronic communications/voting, publicity, recording and the communication of results. The Members will keep the Method under regular review.

**15. Access to scientific and technical information**

- 15.1 RWM is the first port of call for information on geological disposal and the siting process. Where the Community Partnership receives conflicting statements from different parties, the UK and Welsh Governments have developed a mechanism through which the Community Partnership can access independent experts for views on contested and unresolved technical and or scientific issues that may arise during the siting process.
- 15.2 The UK Government, the Welsh Government, RWM and Learned Societies signed a Memorandum of Understanding in relation to the mechanism in December 2018 (the “**Learned Society MoU**”)<sup>1</sup>. In accordance with paragraphs 6.60 to 6.63 of the WWC Policy, the Members shall follow the procedure set out in the “Learned Society MoU” to obtain the views of Learned Society members.

**16. Confidentiality and data protection**

- 16.1 The Members recognise that the activities of the Community Partnership are likely to result in a range of data and information to which various legal regimes will apply (including FOIA, EIR and the data protection regimes). All data and information held and or processed by the Community Partnership and its Members must be held and treated in accordance with the applicable statutory regimes.
- 16.2 Members of the Community Partnership that are public bodies are subject to the requirements of the FOIA and EIR. Each Member undertakes to assist each other individual Member in complying with their statutory obligations under FOIA and EIR.
- 16.3 The Members recognise the need to respect each of the individual Members confidentiality. Each Member agrees (subject always to any disclosure required in order to comply with statutory obligations) not to disclose any information or communications which any other Member has expressly stated to be confidential.

**Note to Members:**

- Consider the application of and compliance with the General Data Protection Regulation (EU) 2016/679 (the “GDPR”) and the UK Data Protection Act 2018 in relation to the processing of any personal data by the Members in furthering the work of the Community Partnership. For example, consider the subject matter of the data processing and whether there is an appropriate privacy notice in place (i.e. setting out the legal basis of the processing and informing individuals of their data protection rights). Further, consider whether an addendum is needed to an existing contract between a “data controller” and “data processor” to make sure the GDPR is complied with?

- On the formation of the Community Partnership, the Members may want to carry out a Data Protection Impact Assessment (DPIA) to help to identify and minimise the data protection risks of the Community Partnership and its work.
- For more information on the GDPR and data protection, see the Information Commissioner's Office (ICO) [website \(Click here\)](#).
- In terms of confidential (including, for example, commercially sensitive information), the Members may want to consider whether a confidentiality agreement would be appropriate and/or practical.

## 17. Announcements and publicity

### Note to Members:

- The Members may wish to develop and keep under review a Joint Communications Protocol and to attach this as a Schedule to the Agreement. The Joint Communications Protocol could set out, for example, the principles and process for making any press releases and public announcements in relation to the work of the Community Partnership including the need for the Members to take into account each of the individual Members confidentiality and data protection requirements (subject always to compliance with any statutory disclosure requirements).

## 18. Conflicts of interest

- 18.1 In certain circumstances, the Members acknowledge that a conflict of interest may arise during the work and decision making of the Community Partnership (including, for example, where any Member is also a member of any Community Investment Panel).
- 18.2 Paragraph 8 of the ToR attached at Schedule 1 sets out the procedure for members to follow where there is or there is the potential for a conflict of interest to arise. The Members will ensure that a similar conflicts of interest procedure is included in the ToR for each Sub-group established by the Community Partnership.

## 19. Review

- 19.1 During the Term, this MoU should be reviewed by all the Members at least [**annually**] [**every [...]** **years**]. The Members shall agree any required amendments to this MoU at the [**Annual Meeting**] of the Community Partnership where a Quorum is present.

## 20. Variation

- 20.1 Variations to this MoU (including for the avoidance of doubt, all schedules and documents/protocols relating to and developed pursuant to this MoU) will only have effect and be incorporated into this MoU if and when agreed in writing between all the Members [(including where the amendment is agreed at a quorate meeting and is recorded in the minutes of a meeting)].

## 21. Dispute resolution

- 21.1 The Members will use their reasonable endeavours to resolve any disagreement that may arise in relation to this MoU and or in relation to the operation and work of the Community Partnership. The Members will work together to discuss any areas of disagreement and use reasonable endeavours to reach a compromise and resolution to disagreements in an efficient and timely manner. The Members acknowledge the need to take a proportionate approach to the resolution of disagreements, taking into account the needs of the community and the wider objectives of the siting process.

### Note to Members:

- Any formal processes or procedures for the resolution of disputes should be attached as schedule to this MOU. The Members will keep the method for resolving disputes under regular review.

# Schedule one

## Definitions

### Note to Members:

- The definitions need to be consistent with those in the WWC Policy (and the Community Guidance where relevant).

### Business Day

Means any day that is not a Saturday, or Sunday, Christmas Day, Good Friday or any day that is a bank holiday;

### Community Guidance

Means the guidance published by RWM on the 19th December 2018 entitled, “Community Guidance: How we will work with communities in England” as may be amended or replaced from time to time;

### Community Investment Funding (or CIF)

Means the funding that will be available for projects, schemes or initiatives in the Search Area once a Community Partnership is formed and a Community Partnership Agreement is signed by all the individual members of the Community Partnership;

### Community Investment Funding/CIF Principles

Means the principles set out in paragraph 6.70 of the WWC Policy which provides that CIF can be used to pay for projects, schemes or initiatives in the Search Area or the Potential Host Community (as appropriate) that:

- Improve community well-being;
- Enhance the natural and built environment; or
- Provide economic development opportunities, for example, employment opportunities, job creation or education or training.

### Community Investment Panel

Means a panel that may be set up by the Members of the Community Partnership to assist with decisions on applications to fund projects, schemes or initiatives within the Search Area and the Potential Host Community from the Community Investment Funding;

### Community Partnership

Means the community partnership referred to in paragraphs 6.28 to 6.30 of the WWC Policy as set up by this MoU;

### Community Partnership Agreement

Means this MoU signed by all the Members which sets out the roles and responsibilities of the Members including any variations and or replacements to the same agreed in writing between the Members (and or any subsequent Members);

### Community Right of Withdrawal

Means the ability of the community in the Search Area or the Potential Host Community (as appropriate) to withdraw from the GDF siting process as set out in paragraphs 6.88 to 6.93 of the WWC Policy;

### Community Vision or Community Visioning

Means a community vision made up of strategic goals/ambitions which have been developed by the Community in the Search Area and/or the Potential Host Community;

### EIR

Means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

### Expenses Procedure

Means the RWM stakeholder expenses procedure referred to in paragraph [10] (Expenses and Costs) of the terms of reference of the Community Partnership as provided by RWM to the Members from time to time and included in Schedule [.....] of this MoU;

### FOIA

means the Freedom of Information Act 2000, and any subordinate legislation from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

**Funding Administrator**

Means the body responsible for administering the Community Investment Funding;

**Learned Society**

Means an organisation that exists to promote an academic discipline, profession, or a group of related disciplines; members of which may help Community Partnerships in accessing independent scientific and technical views;

**Potential Host Community**

Means the community within the district or unitary electoral wards in which the GDF and associated development would be located;

**Programme of Activities**

Means the programme of activities developed and kept under regular review by the Members of the Community Partnership and appended at Schedule [.....] of this MoU;

**Quorum**

Means [.....]

**Note to Members:**

Each Community Partnership will need to determine the appropriate Quorum for meetings, taking into account the number and type of Members and the particular decisions being made. It may be that a different Quorum is required for different meetings/decisions to enable fair and proportionate decision making.

**Relevant Principal Local Authorities**

Means the local authorities that represent residents in all or part of the Search Area (or once identified the Potential Host Community);

**Relevant Principal Local Authority Members**

Means the Relevant Principal Local Authority[ies] that wish to participate in the Community Partnership and have entered into and signed this MoU;

**RWM Ability to Withdraw**

Means the ability of RWM to withdraw from the siting process within the Search Area or the Potential Host Community (as appropriate) at any time as set out in paragraph 6.94 of the WWC Policy;

**Search Area**

Means the geographic area encompassing all the electoral wards within which RWM will be able to search for potential sites for a GDF. For areas which include potential for development under the seabed, the Search Area will comprise only that area on land;

**Sub-group**

Means any sub-group to the Community Partnership established by the Members pursuant to clause 8 of this MoU including the Community Investment Panel. The Members shall develop and agree a separate Terms of Reference for each Sub-group;

**Term**

Means the term of this MoU as more particularly set out in Clause 4 of this MoU;

**Test of Public Support**

Means the mechanism to establish whether residents of the Potential Host Community support the development of a GDF within their community; and

**WWC Policy**

Means the UK Government policy entitled “Implementing Geological Disposal - Working with Communities An Updated framework for the long-term management of higher activity radioactive waste” dated 19th December 2018.



## Schedule 2

Draft community partnership  
Terms of Reference (“ToR”)

### 1. Purpose

- 1.1 These ToR set out the roles and responsibilities of the Members and the procedures governing how the Community Partnership will operate.

### 2. Guiding principles

#### Note to Members:

- The Guiding Principles will underpin the Members work on the Community Partnership. RWM, in the Community Guidance, has set out a set of principles to be taken into account when working with communities (see Section 1 “the principles we work to”).
- The Members may want to consider the need to develop (and in undertaking their role as Members to adhere to) an agreed list of key “Overarching Principles” e.g. co-operation and collaboration; openness and transparency; and efficiency and objectivity.
- Also see the **7 principles of public life**, the “Nolan principles” which are the basis of the ethical standards expected of public office holders.

### 3. Conduct

- 3.1 The Members shall, at all times, conduct themselves in a transparent manner, encouraging engagement with a wide cross section of the community within the Search Area (and once identified, the Potential Host Community).
- 3.2 The Members shall develop and adhere to the Community Partnership Code of Conduct (attached at Schedule [.....] of this MoU) (including declaring any conflicts of interest in accordance with paragraph 8 below).

## 4. Membership

#### Note to Members:

- On formation of the Community Partnership, the Members will need to agree which decisions each Member has rights to vote on, each Member’s voting rights, whether or not consensus is required and in what circumstances. RWM will not take part in any votes on the Community Right of Withdrawal or the Test of Public Support.
- Consider the need for building in flexibility on membership e.g. to provide that individuals/ organisations located within neighbouring areas to the Search Area can be appointed as members of the Community Partnership in particular circumstances. For example, the boundaries of the Search Area are likely to change during the siting process and as site characterisation and site evaluations are carried out. If the Search Area changes, the Community Partnership might want to retain Members located within the original Search Area in order to continue to benefit from the expertise, knowledge and understanding they will have already gained from their involvement in the siting process.

### 4.1 Membership list

- 4.1.1 A Membership List detailing membership status and voting rights for each Member of the Community Partnership will be maintained and attached in Schedule [..] to this MoU. The original copy of the Membership List will be signed by the Chair of the Community Partnership as amendments to membership are made.

#### Note to Members:

- Remember to consider compliance with data protection legislation i.e. compliance with the GDPR and the UK Data Protection Act 2018 in terms of sharing personal information/ membership details. See Clause 16 of this MoU.



## 4.2 Appointment of members

- 4.2.1 The minimum membership requirements for the Community Partnership are set out in paragraphs 6.28 to 6.29 of the WWC Policy.
- 4.2.2 From the date of this MoU, the Members acknowledge that the Community Partnership is responsible for:
- (a) Keeping the membership of the Community Partnership under review to ensure it is reflective of and appropriate to the Search Area (and, once identified, the Potential Host Community) and is able to fulfil the roles and responsibilities required of the Community Partnership (as set out in the WWC Policy);
  - (b) Appointing new Members to the Community Partnership as and when required;
  - (c) Putting in place an effective monitoring process to review the continued effectiveness of the Community Partnership and its Members, including measures to improve effectiveness if necessary and the basis of terminating membership when required (save for RWM which is a permanent Member and subject to paragraph 4.5.2 below);
  - (d) Preparing and keeping updated the Code of Conduct;
  - (e) Keeping the structure of the Community Partnership under review, for example, considering whether further Sub-groups are required to address specific topics and how to establish these additional Sub-groups; and
  - (f) The process for selecting and appointing Community Members must be open and transparent.

4.2.3 The Members will make sure the membership of the Community Partnership continues to reflect the different aspects of the community in the Search Area (and, once identified, the Potential Host Community).

4.2.4 Community Members will be appointed in an open and transparent manner taking into account the information and guidance set out in the Community Guidance.

4.2.5 The Members will be participating on a voluntary basis.

4.2.6 Care is required to make sure there are always enough Members to allow the effective working of the Community Partnership taking into account, for example, the need for effective and efficient decision making.

4.2.7 The appointment of Members needs to be open and transparent to the residents in the Search Area (and the Potential Host Community, once identified).

## 4.3 Co-opted members

### Note to Members:

- The Members will need to decide whether co-optees should be considered full members of the Community Partnership or whether, for example, there is a need for restrictions on co-optees e.g. in relation to voting on Community Partnership matters; and limitations on the term/duration of co-optees membership.

## 4.4 Substitutions

### Note to Members:

- The Members will need to consider whether provisions are required on substitutions (e.g. if representatives of a Member are unable to attend who will attend in their place?) Also, will substitutes be given the same rights and responsibilities as the full Member?

## 4.5 Duration of membership

- 4.5.1 RWM is a permanent member of the Community Partnership during the Term.
- 4.5.2 Pursuant to paragraph 6.28 of the WWC Policy, during the Term, there must be at least one Relevant Principal Local Authority representing each district or unitary authority electoral ward in the Search Area.
- 4.5.3 The Community Members are not permanent members of the Community Partnership and may decide to leave the Community Partnership at any time.
- 4.5.4 The appointment of individual Community Members of the Community Partnership will last for a term of [...] year[s] unless:
  - (a) Renewed for a further [...] year term at the [annual meeting]; or
  - (b) Terminated early in accordance with paragraph 4.6 below;
- 4.5.5 As set out in paragraph 4.3 above, co-opted membership may be offered for a [limited period] as agreed by the Members at a meeting of the Community Partnership [where a Quorum is present].

## 4.6 Review of Membership

### Note to Members:

- Consider the mechanisms/drafting to ensure the membership structure of the Community Partnership (including Co-opted Members and substitutions) and the voting rights of the Members are kept under regular review, for example:
  - How to re-appoint members;
  - Gaps in membership;

- Underperformance of Members/breach of the Code of Conduct etc. and the termination of appointments e.g. if a Community Member is in serious/regular breach of the Code of Conduct; fails to assist RWM and/or the RPLA Members with their FOI/EIR/confidentiality requirements; has not declared a relevant Conflict of Interest or fails to attend meetings or carry out their responsibilities as a Member etc.
- Subject to paragraph 4.5.2 above, how to terminate the appointment of Members, for example, by written notice in the event that the boundaries of the Search Area (or, once identified, the Potential Host Community) change and for example, result in certain Members no longer residing or representing residents within the Search Area or Potential Host Community (as appropriate).
- The Members may decide to retain Members on the Community Partnership (even where the boundaries of the Search Area (or, once identified, the Potential Host Community) change and result in such retained Members not being within the Search Area or Potential Host Community (as appropriate). This could be to retain the knowledge and experience such Members will have obtained from their membership of the Community Partnership to date. Where a Search Area changes and results in a RPLA Member no longer being a Relevant Principal Local Authority - the RPLA Member may, if appropriate and agreed with Members, continue to be a Member of the Community Partnership as a local authority only (i.e. it would not have the enhanced voting rights of a RPLA Member).

## 5. Role of members

### Note to Members:

- The Members will need to review and decide on any additional roles and responsibilities of the Members.

## 6. Decision making

- 6.1 The RPLA Members only will be responsible for making the following decisions on the Community Partnership:
- 6.1.1 Whether to exercise the Community Right of Withdrawal i.e. to withdraw the community in the Search Area or the Potential Host Community (as appropriate) from the siting process; and
  - 6.1.2 When to seek the community's views on whether it wishes to host a GDF (i.e. proceed to a Test of Public Support).
- 6.2 All other decisions shall be taken by all the Members of the Community Partnership (save that RWM will not be involved in any decisions/ votes on the Community Right of Withdrawal and the Test of Public Support).

### Note to Members:

- It will also be necessary to consider the principles for decision making e.g. the need to follow any agreed "Guiding Principles" and to take the overarching purpose of the Community Partnership into account when making decisions; the need for proportionate and reasonable decision making based on the information available at the time; the promotion of equality and the need to address issues of diversity.
- The process for decision making is also important e.g. decisions will normally be made through consensus between the Members; however, where there is a need for a vote to be taken to reach a decision, will each Member allocated a vote have equal rights/one vote? This might depend on the subject being voted on (e.g. RWM cannot vote on questions of community withdrawal). Will a Quorum be required to allow certain votes to be taken? Where a vote has been taken, if the vote is balanced, will the Chair have the casting vote?

## 7. Meetings

### Note to Members:

Examples of matters that may need to be set out in this section include, for example:

- What constitutes a Quorum for decisions to be made?
- How many meetings will be held each year?
- How will topics for the agenda be decided?
- How and when will meeting papers be circulated? Post/electronic/both?
- What will be the format of meetings e.g. small group discussions?
- Will non-members be invited to meetings of the Community Partnership and if so, in what circumstances?
- How will meetings be recorded and actions monitored?
- Conduct of meetings.

Consider the type of meetings, for example:

- **Annual Meetings** (to discuss governance matters of the Community Partnership e.g. to review the membership and structure of the Community Partnership; to make re-appointments and termination of appointments; co-opting and substitution of members; and to review any agreed monitoring/performance indicators and the Programme of Activities etc.);
- **Regular Meetings** (being the regular meetings of the Community Partnership in accordance with an agreed schedule of meetings).

## 8. Conflicts of interest

- 8.1 In certain circumstances, the Members acknowledge that a conflict of interest may arise during the work and decision making of the Community Partnership (including any Sub-group of the Community Partnership).

### Note to Members:

The Members will need to agree what will be considered to constitute a conflict of interest (at all times taking into account the requirements of the WWC Policy). For example:

- Where any Member could be seen to be using their position as a Member to secure preferential treatment or advantage for themselves or those with whom they are connected (e.g. friends or family); or
- Circumstances where a Member has a personal interest in the subject matter being discussed by the Community Partnership and the potential for this to create bias by the Member in question with regards to the decision making of the Community Partnership.

- 8.2 [Where a Member has an interest in a matter arising at a meeting of the Community Partnership (including in relation to the work of the Community Investment Panel) and or considers there is the potential for a conflict of interest to arise, the Member shall disclose such actual and or potential conflict of interest to the Chair. The Chair shall decide whether the Member should withdraw from the meeting whilst the matter is being considered and or from any further involvement on the Community Partnership in relation to the subject matter in question. The minutes of the meeting should record the declaration of interest and the action taken.

- 8.3 The Chair shall record and maintain a Member Register of Interests setting out actual or potential conflicts of interests declared and disclosed by the Members in relation to the work, operation and decision making of the Community Partnership].

## 8.4 Information sharing

### Note to Members:

The Members will need to agree provisions on, for example:

- How will the Members share information and resources?
- Will there be a nominated spokesperson?
- How will confidential matters, copyright issues, and personal data issues be identified and dealt with? See Clause 16 of this MoU.
- Will there be a webpage for the Community Partnership and if so, will it be password protected and who will be responsible for facilitating and updating it?
- Consider online sharing of information via online forums? What rules will apply to such online storage and sharing of information?
- The Members may wish to develop an Information Sharing Protocol setting out how the Members will work together to share information (again, taking into account confidentiality and data protection).

## 9. Regular review

- 9.1 The Members will keep the ToR under regular review with a formal review carried out at least [annually][every [ ] years] to ensure the ToR are kept up to date and continue to reflect the purpose and objectives of the Community Partnership.
- 9.2 In accordance with Clause 20 of the MoU (Variation), all amendments to the ToR shall be in writing. The amended ToR will be attached to the MoU in Schedule [ ].

## 10. Expenses and costs

- 10.1 Individuals will be participating in the Community Partnership on a voluntary basis. The reasonable and proper expenses of individuals with regards to participating in the Community Partnership meetings will be reimbursed by RWM in line with the Expenses Procedure. Individuals must comply with the Expenses Procedure at all times.

### References

- <sup>1</sup> <https://www.gov.uk/government/publications/implementing-geological-disposal-working-with-communities-long-term-management-of-higher-activity-radioactive-waste>

### Note to Members:

List of Additional Schedules to be agreed and developed by the Members could include:-

- **Code of Conduct**
- **List of Members** (including status of Members and individual voting rights/which matters each Member can vote on). Note the need to comply with data protection in sharing personal data.
- **Register of Interests** (recording declaration of interests/actual or potential conflicts of interests of the Members)
- **Community Right of Withdrawal** - the agreed mechanism for consulting the view of the community on whether to exercise the Community Right of Withdrawal (to be kept under review and maintained/updated as required).
- **Agreed Local Criteria** for Community Investment Funding (with justification/explanation of the same)
- **Joint Communications Protocol** (to cover public announcements/publicity)
- **Information Sharing Protocol** (to include confidentiality and data protection matters)
- **The Programme of Activities** (including actions, timescales for carrying out the actions and monitoring indicators)
- **Monitoring and Key Performance Indicators**
- **Expenses Procedure** (with regards to claiming reasonable out of pocket expenses)
- **Map of the Search Area/Potential Host Community** (to be kept under regular review and maintained/updated as required)
- **Signatory Page** (all Members of the Community Partnership (including replacement/new Members) must sign the Community Partnership Agreement)