**MEMORANDUM OF UNDERSTANDING**

**Seafield Masterplan Project Board**

This Memorandum of Understanding (“MOU”) is entered into by the following (the “Parties”)

1. **The City of Edinburgh Council**, [SECTION] a local authority constituted under the Local Government etc (Scotland) Act 1994, and having its principal place of business at Waverley Court, 4 East Market Street, Edinburgh EH8 8BG (“CEC”),
2. **Craigentinny and Meadowbank Community Council**, a community council constituted under the Local Government (Scotland) Act 1973 and having its principal place of business at **[ ADDRESS** ]
3. **Portobello Community Council**, a community council constituted under the Local Government (Scotland) Act 1973 and having its principal place of business at 15 Rosefield Avenue, Portobello, EH15 1AU [correct?]
4. **Leith Links Community Council**, a community council constituted under the Local Government (Scotland) Act 1973 and having its principal place of business at **[ ADDRESS** ]
5. **Leith Harbour/Newhaven Community Council,** a community council constituted under the Local Government (Scotland) Act 1973 and having its principal place of business at **[ ADDRESS** ]

**WHEREAS**

The City of Edinburgh Council is seeking to appoint a consultant (the “Consultant”) to prepare a masterplan for the development of the Seafield Regeneration Area (the “SRA”) (the “Masterplan”) of Edinburgh over the next 10-15 years.

The Masterplan will be a strategic document that will bridge the gap between the Edinburgh City Plan and the Seafield Place Brief (which set out high level principles for the development of the SRA) and detailed designs for individual plots. It will be utilised by CEC to guide investment decisions in the SRA and to assess development proposals brought forward by third parties. The Seafield Masterplan will comprise two elements: A Development Framework and a Delivery Plan.

CEC are committed to ensuring that the local community play a positive role in the regeneration of the Seafield Area.

All outputs and deliverables produced by the Consultant will be reviewed by a Project Board comprising officers and representatives of the Parties and, where relevant, other stakeholders.

The Consultant will be required to provide monthly progress reports to the Project Board along with weekly updates.

CEC is carrying out initial engagement with the community on their aspirations for the regeneration of Seafield. Thereafter, CEC shall provide the Consultant a paper summarising the outputs of this engagement to help inform the preparation of the Development Framework

**THE PARTIES HEREBY AGREE**

**Status of the MOU**

1. This MOU is not intended to be legally binding or give rise to contractual rights and obligations between the Parties. It is the Parties’ intentions that this MOU is a record of the understanding and intention to cooperate between the parties at this time.

**Terms of Agreement**

1. Information and data shared between the Parties shall be treated in the strictest confidence and not copied, removed or disseminated other than with the express written permission of CEC.
2. The Parties shall share relevant information in relation to [details/examples]
3. The Project Board shall comprising the following representatives:

a)

b)

c)

1. The Project Board shall meet [ details ]
2. [Quorum details]
3. Information shall be shared via [ details ]
4. Decisions or resolutions of the Project Board shall not be legally binding upon any of the Parties, their partners or employees.

**Cooperation**

1. Both parties will:
   1. work together to ensure the successful development and completion of the Masterplan and SRA project.
   2. will work together to ensure compliance with best practice and any legal and audit requirements as may be relevant.

**Terms and Termination**

1. This MOU shall come into effect on the last date of signature by the Parties and shall expire on completion of the SRA development or earlier if confirmed in writing by CEC.

**Governing Law and Jurisdiction**

1. All negotiations and any legal agreements prepared in connection with this MOU and any dispute or claim arising out of or in connection with them or their formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of Scotland.

**Agreement**

Each party hereby confirms its agreement to the terms contained in this MOU

Signed on behalf of the **City of Edinburgh Council [ ]** Section

by ................................... (Print Name) .......................................... (Signature)

on ................................... (Date)

Signed on behalf of the **Craigentinny and Meadowbank Community Council**

by ................................... (Print Name) .......................................... (Signature)

on ................................... (Date)

Signed on behalf of the **Portobello Community Council**

by ................................... (Print Name) .......................................... (Signature)

on ................................... (Date)

Signed on behalf of the **Leith Links Community Council**

by ................................... (Print Name) .......................................... (Signature)

on ................................... (Date)

Signed on behalf of the **Leith Harbour/Newhaven Community Council**

by ................................... (Print Name) .......................................... (Signature)

on ................................... (Date)

**Appendix [IF REQUIRED]**