

Dated 11 March 2024

MEMORANDUM OF UNDERSTANDING

Between

National Highways Limited

and

Active Travel England

THIS AGREEMENT dated 11 March 2024

BETWEEN

1. **NATIONAL HIGHWAYS LIMITED** (company number 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ ("**National Highways**"); and
2. **ACTIVE TRAVEL ENGLAND** has been classified to central government by the ONS/HM Treasury Classifications team. It has been administratively classified by the Cabinet Office as an Executive Agency.

each a "Party" and together the "Parties"

INTRODUCTION

- A. National Highways is the strategic highways company for England appointed under section 1 of the Infrastructure Act 2015 and the Appointment of a Strategic Highways Company Order 2015 (SI 2015/376). It plans, designs, builds, operates and maintains England's motorways and major A-roads, known as the strategic road network (SRN)
- B. Active Travel England (ATE) has been established as an executive agency of the DfT with the overall objective to achieve a step-change in walking, wheeling and cycling, transforming the role that walking and cycling play in England's transport system, and making England a great walking and cycling nation. ATE's statutory duties and functions are to be a statutory consultee on planning applications for major new developments.
- C. The Parties have a relationship that acknowledges their shared interest in supporting active travel for our customers and the development of active travel networks. Both Parties acknowledge the need to collaboratively develop their relationship to maximise the benefits for our customers, communities and the environment through continued dialogue and understanding.

AGREED AS FOLLOWS

1. Definitions and Interpretation

- 1.1 Unless the context requires otherwise when used in this MoU (including the Introduction) the following expressions have the following meanings

Active Travel	Transport modes relating to walking, wheeling and cycling as set out in the Cycling and Walking Investment Strategy and the Infrastructure Act 2015. National Highways also considers horse riding as part of active travel, however this is outside the terms of this MoU.
Commencement Date	the date of this Agreement;

Confidential Information	has the meaning given in clause 9.2 of this MoU;
EIR	The Environmental Information Regulations 2004;
Expiry Date	10 March 2030
FOIA	Freedom of Information Act 2000;
Local Plan	a document that sets out development including housing, business construction and infrastructure (roads, facilities, etc);
MoU	this agreement;
Project	any National Highways project or scheme that is affected by Active Travel;
Transport Appraisal Guidance	guidance which provides information on the role of transport modelling and appraisal, which is linked here: https://www.gov.uk/guidance/transport-analysis-guidance-tag ;
Working Day	a day other than a Saturday, Sunday, or public holiday in England.

2. Scope & Purpose

- 2.1 This MoU seeks to establish a platform for effective co-operation and understanding between the Parties and develop areas of mutual interest including improving understanding and considerations of Active Travel where appropriate.
- 2.2 The scope of 'Active Travel' as used in this MoU relates to walking, wheeling (including cycling) and horse-riding.
- 2.3 Its aim is to identify and facilitate future agreed actions between the Parties by promoting good co-operation, collaboration and communication for a mutually beneficial relationship.
- 2.4 This MoU covers works areas which are the direct responsibility of the Parties in England. Both Parties are subject to oversight from the Secretary of State for Transport, who has ultimate ministerial accountability for the Parties actions.
- 2.5 Other than those already accepted, this MoU does not commit either Party to the allocation of funds or other resources, although both Parties will use their reasonable endeavours to deliver against the areas covered by the terms of this MoU, subject to their other duties and the financial frameworks within which they operate.
- 2.6 Each party reserves the right to consider advice in the light of other factors, including overall value for money.
- 2.7 Nothing within this agreement shall affect the Parties' statutory functions, nor affect the statutory duties or responsibilities of either Party.

3. MoU Exclusions

- 3.1 Either Party may, on request, provide additional and/or non-statutory services outside of their statutory requirements for which a fee will be due. These services fall outside of the scope of this MoU and will be agreed on a project-by-project basis with each Party.

4. Aim(s) and objectives of this MoU

- 4.1 The aim/purpose of this MoU is to facilitate working relationships between the Parties by promotion, collaboration, co-operation, and communication, specifically to:
- 4.1.1 develop an overarching shared ambition that focuses on improving customer experience for walkers, cyclists and horse-riders and the enhancement of end-to-end journeys involving Active Travel, demonstrating clear aligned thinking;
 - 4.1.2 create a platform for effective cooperation and greater efficiency in the strategic planning, design, appraisal and delivery of Active Travel interventions, increasing the value and benefits from investment;
 - 4.1.3 develop areas of mutual opportunity for joint working and identify actions between both Parties and facilitate collaboration with different actors in the space of Active Travel including local authorities; and
 - 4.1.4 create tangible benefits of collaborating working, such as possible joint funding Projects(which would be subject to a separate legal agreement) and illustrate a positive working relationship.
- 4.2 The objectives of this MoU are to:
- (a) deliver relevant organisational updates and shared intelligence to improve aligned planning;
 - (b) enable more effective and regular engagement between the Parties;
 - (c) improve joint engagement with wider partners and stakeholders to create efficiencies;
 - (d) collaborate on the increased case for Active Travel investment through sharing relevant data and intelligence, research, and actioning areas of collaborative activity. Subject to clause 9, the sharing of Confidential Information will be subject to separate confidentiality agreements, determined on a case-by-case basis;
 - (e) collaborate and engage on Transport Appraisal Guidance and engage with the Department for Transport where appropriate;
 - (f) improve coordination of the Parties and third parties including local authorities strategic planning, design and delivery to improve Active Travel network coherence and maximise benefits;
 - (g) add value to schemes in development through the timely sharing of relevant designs and development information at key stages;
 - (h) identify and action shared communication opportunities;

- (i) demonstrate tangible benefits of collaborative working; and
- (j) ensure, where possible, strategic alignment of Active Travel requirements for planning and development.

5. MoU Co-ordinator

- 5.1 Each Party must appoint an MoU co-ordinator within their organisation.
- 5.2 All correspondence regarding this MoU and the responsibilities of the Parties will be routed through the MoU co-ordinators whose names appear in Appendix 1 – Contacts. This Appendix will be updated as required to reflect relevant changes of personnel.
- 5.3 The MoU co-ordinator shall be informed of any actions or outcomes from strategic or director level interactions between the Parties and will arrange for the appropriate actions to be implemented as set out in this MoU.
- 5.4 The MoU co-ordinator shall maintain an overview of working relationships at all levels and advise, support and co-ordinate all executive relationships between the two Parties.

6. Areas of Joint Responsibility

- 6.1 The Parties will:
 - (a) work together to promote and develop relevant transport initiatives in keeping with respective core functions and available funding;
 - (b) work in good faith to develop relationships at a local level in addition to maintaining a good relationship at policy/national level;
 - (c) develop protocols for managing issues of joint concerns;
 - (d) work towards the objectives identified under clause 4 of this MoU via a forward plan and provide updates against those on an annual basis; and
 - (e) ensure (as statutory planning consultees), strategic alignment of spatial planning focus with regards to Active Travel requirements and components of Local Plans, and, where appropriate, joint targeting of major future economic growth sites (shared approach to comms and advocacy).

7. Costs

- 7.2 The Parties shall each bear their own costs and expenses incurred in the negotiation and completion of complying with their obligations under this MoU.
- 7.3 Unless otherwise agreed, both Parties will finance their respective parts of any joint working in relation to this MoU.

8. Information

- 8.1 Both Parties commission research, some of which may be of mutual interest, and which could potentially involve duplicated effort. Information will be exchanged on relevant research Projects under consideration, and opportunities explored for partnership in research Projects of mutual interest. Active Travel England may also participate with National Highways in roads-related environmental assessment and design research through involvement in workshops and steering groups.

9. Confidentiality

- 9.1 Subject to clause 9.2, Confidential Information shall include all data and information whether or not owned or held by a Party that:
- (a) is identified by a Party in writing as being confidential;
 - (b) ought reasonably to be regarded as confidential (however it is conveyed or on whatever media it is stored).
- 9.2 Confidential Information includes, but is not limited to:
- (a) information relating to the contracting and commercial or business activities, personnel, customers and suppliers of a Party or any third Party; and
 - (b) methods of information, techniques, know-how acquisition, software design, financial information and statistical methods.
- 9.3 Information shall not be or shall cease to be Confidential Information where or at the point when it is:
- (a) generally available to the public other than as a result of disclosure by a Party in breach of this MoU;
 - (b) already known to the receiving Party free of obligations of confidentiality (as evidenced by written records) at the time of its disclosure;
 - (c) provided to the receiving Party by a third party having a right to disclose the information free of any restriction as to the use or disclosure, whether under this MoU or otherwise;
 - (d) independently developed by the receiving Party (as evidenced by written records) other than pursuant to this MoU;
 - (e) required by operation of law or governance obligations to be disclosed (which shall include but is not limited to the FOIA and EIRs) or the order of any authority competent to make such an order provided that where practicable and where required for compliance with the relevant law, statute, regulation or order the Party intending to disclose the information gives to the Party who originally provided the information reasonable advance notice of the intended disclosure and a reasonable opportunity to make representations regarding such disclosure; or
 - (f) agreed in writing by the parties that it is no longer Confidential Information.
- 9.4 Neither Party shall, nor permit its Staff to:
- (a) use or disclose the other Party's Confidential Information except for the purposes of this MoU;



- (b) use or disclose the other Party's Confidential Information so as to procure any commercial advantage over the other Party;
 - (c) disclose the other Party's Confidential Information to its Staff except to the extent necessary to perform that Party's obligations in connection with this MoU and provided that its Staff to whom Confidential Information is disclosed are subject to substantially the same obligations of confidentiality as are contained in clause 8 of this MoU; and
 - (d) otherwise use or disclose to any third party any of the other Party's Confidential Information unless
 - i. such use or disclosure is permitted by the other Party in writing; or
 - ii. the disclosure is to the Secretary of State.
- 9.5 Either Party shall inform the other Party immediately if it comes to its attention that any Confidential Information has been or potentially may be improperly disclosed or misused.
- 9.6 The obligations of confidentiality in this clause 9 are legally binding in the Parties and shall survive for two years from the Expiry Date.

10. Freedom of Information

10.1 Both Parties shall keep all information acquired from or disclosed by the other because of this MoU or its procedures confidential unless:

- (a) any of the Parties are obliged by law, by any governmental or other regulatory authority, or by a court or other third-party authority of competent jurisdiction to disclose that information; or
- (b) that information is or generally becomes available to the public other than as a result of its disclosure by a recipient of that information in breach of this clause; or
- (c) that information was available to the recipient of that information on a non-confidential basis prior to such disclosure,

in which case, the obligation to keep such information confidential shall not apply. Both Parties shall take reasonable steps to comply with the provisions of this paragraph and shall also take reasonable steps to ensure that its employees, agents, contractors and subcontractors comply.

10.2 The Parties acknowledge that:

- (f) both Parties may be required, under FOIA and/or the EIR (collectively, the Information Acts), to disclose information relating to the subject matter of this MoU; and
- (g) notwithstanding any other provision in this MoU, each Party shall be responsible for determining in its absolute discretion whether any information requested from it is exempt from disclosure in accordance with the Information Acts.

10.3 The Parties shall provide all necessary assistance and cooperation as reasonably requested by the other Party to enable it to comply with its obligations under the Information Acts.

10.4 If either Party receives a request for information, under the Information Acts,

relating to activities undertaken under this MoU, it shall inform the other Party of the request as soon as possible and discuss the potential for the information to be disclosed unless sensitive from a data protection or commercial perspective.

11. Data Management

- 11.1 Each Party shall comply with all applicable requirements of the UK General Data Protection Regulation ((EU) 2016/679) (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018 or any other national implementing laws or regulations, which arise in connection with this MoU.
- 11.2 Each Party shall inform each other of any relevant requests for information that either Party receives under the EIRs or the FOIA.

12. Intellectual Property

- 12.1 Any intellectual property rights which come into existence as a result of joint initiatives between the Parties will be agreed before they are instigated.

13. Duration of this MoU

- 13.1 This MoU shall begin on the Commencement Date and shall end on the Expiry Date, unless
 - (a) extended by written agreement of the Parties on or before the Expiry Date; or
 - (b) terminated earlier in accordance with clause 13.2.
- 13.2 Either Party may terminate this at any time, however the Parties agree that, where possible, they will provide the other Party with **3 months'** written notice of their intention to terminate.

14. Review and Variation

- 14.1 The MoU will be jointly reviewed, every 2 years and in response to the needs, policies/positions, and developments of both Parties.
- 14.2 The MoU review will typically include the following from both Parties, which is a non-exhaustive list
 - (a) collated feedback from engagement throughout the year
 - (b) look ahead strategic planning
 - (c) changes in policy, legislation, and guidance etc
 - (d) impact of data changes
 - (e) lessons learnt
 - (f) update on any actions from the last review of this MoU
 - (g) knowledge share and best practice around sustainability and carbon reduction
 - (h) discussion around executive level actions as required.
- 14.3 Outcomes and actions from this review will be disseminated through both Parties' organisations by the MoU co-ordinators.
- 14.4 This MoU may be amended by the mutual consent of the Parties. Any such amendment shall only be valid if made in writing and signed by the Parties' duly authorised representatives.

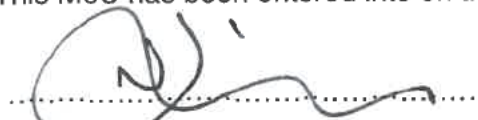
15. Status of this MoU

- 15.1 With the exception of clauses 9 and 10, this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU.
- 15.2 The Parties enter into the MoU intending to honour all their obligations and shall act in good faith at all times.
- 15.3 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, nor authorise either of the Parties to make or enter into any commitments for or on behalf of the other Party.

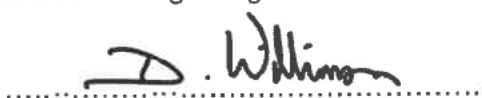
16. Governing law and jurisdiction

- 16.1 This MoU shall be governed by and construed in accordance with English law.

This MoU has been entered into on the date stated at the beginning of it.



Signed for and behalf of National Highways
Limited



Signed for and on behalf of the Active Travel
England

Name: NICK HARRIS

Position: CHIEF EXECUTIVE OFFICER

Name: DANNY WILLIAMS

Position: CHIEF EXECUTIVE OFFICER



Appendix 1

MoU Co-ordinators

MoU Co-ordinator(s)

Name	Company	Address	Email	Contact no
[REDACTED]	National Highways	National Highways 2 City Walk Leeds LS11 9AR	[REDACTED]@nationalhighways.co.uk	[REDACTED]
[REDACTED]	Active Travel England	West Offices, York, YO1 6 GD	[REDACTED]@activetravelengland.gov.uk	[REDACTED]

Appendix 2

Joint Active Travel England & National Highways Work Programme

Workstream	Title	Description	Outcome
1	NH Active Travel Approach	NH approach which sets direction for active travel and future investment.	The approach is published with 'endorsement' from ATE.
2	Appraisal	Review and update where necessary of appraisal and evaluation plans to ensure it aligns with objectives.	Set of agreed updates with appropriate training/comms programme.
3	Evaluation	Align evaluation approaches and improve collaboration on new approaches to evaluation	Improved and aligned evaluation evidence
4	Standards and guidance	Review and update where necessary, standards and guidance to ensure it aligns with objectives	Set of agreed updates with appropriate training/comms programme
5	Insights and data	Review current methods and gaps	Recommendations to what additional insight and data is needed to show potential of meeting objectives
6	Communications	Communicating value/benefits of active travel investment and collaborative activity to key stakeholders	Key stakeholders understand purpose of partnership
7	Regional Engagement	Process for sharing intelligence and issues between respective regional teams and method for escalation	Known process and ability to track issues with aim for no surprises
8	Future investment / schemes	Aligned future investment plans and understanding on where ATE can support design/development processes	Overall approach is confirmed alongside detailed work programme and ways of working arrangements.