



MEMORANDUM OF UNDERSTANDING BETWEEN

DESIGN COUNCIL & HOMES ENGLAND

This Memorandum of Understanding is made on 25 April 2018

This Memorandum of Understanding (MoU) is entered into by

The Design Council, an independent national charity whose purpose is to make life better by design

AND

Homes England, The National Housing Agency

Both hereinafter referred to as the "Parties" collectively or "Party" individually

Preamble

This MoU records the mutual belief between the parties, that quality design is essential for economic, social, environmental and cultural development in the knowledge-based economy. This belief is particularly important in relation to housing development and the design and planning of new places. It is also central to the redevelopment of England's existing towns and cities.

Both parties recognise that high quality design is a vital element for industrial, economic and social development across the UK. They wish to ensure that a commitment to quality placemaking is integral to future housing led developments. Both parties recognise how housing should be connected to infrastructure and jobs across the country and the importance of integrating strategic planning and design thinking to ensure this happens.

The parties believe that developing collaboration and cooperation between the two organisations, will contribute to evidence that high quality design creates benefits for society and communities now and long into the future.

Bilateral cooperation can build a firm base for working together. It could be a platform for both parties to enhance the impact design can make in people's lives





and on England's economy. The parties recognise the mutual benefits that such strategic design cooperation will accrue for both the parties.

The parties agree as follows:

1. General Principles

The parties intend to enhance and expand cooperative efforts in the domain of Design and allied areas according to the following general principles:

- 1.1. The parties will encourage and develop cooperation and exchanges in the field of design on the basis of equality, mutual benefit and reciprocity.
- 1.2. The parties will make every effort to promote favourable conditions for the fulfillment of this cooperation and these exchanges.
- 1.3. The parties shall attempt to identify areas for joint activities, or where deemed appropriate by all concerned, to strengthen or expand existing programmes of activity.

2. Areas of Cooperation and Collaboration

The MoU comprises, but is not limited to, the following strategic bilateral design cooperation:

- 2.1. Mutual exchanges on development of design policies, particularly in relation to housing led development and planning new places. With the objective of promoting high quality design as appropriate to the context.
- 2.2. Enhance understanding of emerging trends, design domain developments, sharing of design knowledge and resources through focused activities and joining in existing activities on either side.
- 2.3. Sharing and facilitating contacts and opportunities between both the parties.
- 2.4 Sharing platforms at conferences and events to strengthen each other's messages on the importance of design quality.





3. Method of Implementation

- 3.1. The parties will communicate every quarter and as needed to discuss possible subjects for cooperation.
- 3.2. The parties intend to jointly work on the implementation of mutually beneficial activities and collaborative projects.
- 3.3. Specific activities to be undertaken under this Memorandum, which have been agreed by both parties.
- 3.4 The parties agree that they will comply with data protection legislation, when handling data pursuant to this MoU, including the sharing and facilitating of contacts and opportunities between both parties.
- 3.5. The parties agree to keep any information shared between the parties confidential, unless otherwise agreed between the parties, and not to use it for any purpose other than for the areas agreed and highlighted pursuant to this MoU.
- 3.6. The parties may enter into project-specific agreements for activities and projects to be conducted pursuant to this MoU. Such agreements shall include detailed functional and operational provisions.
- 3.7 To review the implementation of cooperation and exchanges at the end of the term of this MoU and determine a further course of action.

4. Term of Memorandum

- 4.1. This MoU shall remain in effect for one (1) year from the date of signature. It may be terminated, amended or extended by a prior written agreement between both parties hereto.
- 4.2. However, either party may terminate this MoU upon thirty (30) days written notice to the other.
- 4.3. Termination of this MoU will not affect any project specific agreements between the parties in force at the time of termination of this MoU.
- 4.4 The present agreement does not imply any allocation of financial resources in any kind from any of the organisations to develop the above mentioned activities.





5. Non-binding arrangement

This MoU is not intended to be legally binding nor create enforceable legal obligations or legal rights between the parties. Nothing in this letter is intended to, or shall be deemed to establish any legal partnership between the parties.

In witness whereof, the undersigned have signed duplicates of the present MoU on behalf of respective institutions. Each party shall keep one copy of the originals.

Nick Walkley CEO Homes England Sarah Weir OBE CEO Design Council