

Dec 2021

## **SOUTH COPELAND COMMUNITY PARTNERSHIP AGREEMENT**

### **1. Introduction to the Community Partnership Agreement**

- 1.1 The UK Government has set out the process for siting a geological disposal facility (GDF) in its Working with Communities Policy, including how the delivery body, Radioactive Waste Management Ltd (RWM), will work in partnership with communities to identify a suitable location to host a GDF.
- 1.2 Government considers a willing community to host a GDF to be a critical factor to successful delivery of this policy. Communities sit at the heart of the consent-based approach. They will be able to enter into discussions with RWM about the siting process, and work in partnership with RWM to decide if they want to host a GDF.
- 1.3 This document – the Community Partnership Agreement (CPA) – is required by the Working with Communities Policy to create such a Community Partnership.
- 1.4 The purpose of the CPA is to set out the principles of how the members of the Community Partnership will work together and their roles and responsibilities. It includes terms of reference to clarify how the Community Partnership operates, how it will take decisions, settle disputes and develop an outline programme of activities
- 1.5 This CPA is not a legally binding agreement. Those signing it do so to become members of the Community Partnership, to agree comply with the Working With Communities Policy and follow the guidelines set out in the CPA on how the Community Partnership will operate. Signing the CPA does not create a commitment for those signing or any community within the Search Area to host a GDF.
- 1.6 This CPA will take effect on the date set out at the top of this Agreement.
- 1.7 This CPA will continue in effect - and the Community Partnership will exist - until any of the following occurs (in each case subject to the conclusion of the transitional arrangements set out under section 1.8):
  - The Community Right of Withdrawal is exercised.
  - The RWM Ability to Withdraw is exercised.
  - The results of a Test of Public Support are negative i.e., the community is not supportive of hosting a GDF; or
  - The results of a Test of Public Support are positive i.e., the community supports hosting a GDF.
- 1.8 If any of the above events occur, the Members of the Community Partnership will decide how and when the Community Partnership will cease to operate. If there is a positive Test of Public Support, the Members may decide to continue the work of the Community Partnership, for example, by creating a liaison group to provide a continued link with RWM during the GDF project's further development.
- 1.9 Words beginning with initial Capital Letters have specific meanings which, if not already set out in this main text, are listed in Schedule 3 at the end of this document.

### **2. Terms of Reference**

- 2.1 The terms of reference set out in more detail how the Community Partnership will operate. They are attached as Schedule 1 of this CPA and are called the “Community Partnership Terms of Reference”.
- 2.2 The Members will also need to develop terms of reference for any Sub-group(s) that the Community Partnership sets up.
- 2.3 The Members will keep the terms of reference for both the Community Partnership and any Sub-groups under review with a formal review carried out at least every 12 months, unless otherwise agreed by the Members.

### **3. Community Investment Funding**

- 3.1 As soon as possible following the formation of the Community Partnership, the Members will establish a Community Investment Panel which will operate in accordance with the Community Investment Funding (CIF) Principles of Operation. The CIF Principles of Operation reflect the principles from the Working With Communities Policy and set out how this funding will be applied for, approved, and administered. The CIF Principles are separately provided to Members.
- 3.2 The Members acknowledge that Community Investment Funding can only be used to fund projects, schemes or initiatives that benefit communities within the Search Area and which meet the CIF Principles of Operation.
- 3.3 The Community Partnership will:
  - identify priorities for Community Investment Funding with regard to local plans or strategies in order to develop and agree local funding criteria.
  - append the local funding criteria as a further schedule to this CPA; and
  - keep that schedule up to date through regular review with Members.
- 3.4 The Members acknowledge that in accordance with Working With Communities Policy if either the Community Right of Withdrawal or the RWM Ability to Withdraw is exercised, the availability of Community Investment Funding will end. When this happens, the Members will take appropriate action to evaluate the outcomes of the Community Investment Funding and to share lessons learnt (including the carrying out of a final audit).

### **4. Test of Public Support**

- 4.1 The Test of Public Support will take place in accordance with Working With Communities Policy.
- 4.2 Copeland Borough Council (as the Relevant Principal Local Authority member on the Community Partnership) will take the decision on when to hold a Test of Public Support. If another Relevant Principal Local Authority member joins the Community Partnership, then each Relevant Principal Local Authority member must agree that the Test of Public Support can take place.
- 4.3 Copeland Borough Council (and, if relevant any other Relevant Principal Local Authority member) should involve the Community Partnership in discussions on an appropriate time to hold the Test of Public Support.
- 4.4 The Community Partnership will decide on the method to be used for the Test of Public Support. This method will be attached as a further schedule to the CPA when prepared.

### **5. Confidentiality, Data Protection and Communications**

- 5.1 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 the Freedom of Information Act 2000), the Environmental Information Regulations 2004 and the data protection regimes) which will need to be complied with. In addition, there may be reasons why some information should be treated as confidential for a period.
- 5.2 To comply with the above requirements the Members will also need to where appropriate enter into a separate legally binding information sharing agreement or agreements setting out the Members' obligations including on how to (a) comply with the Freedom of Information Act 2000, the Environmental Information Regulations 2004, and relevant data protection legislation; (b) share confidential information; and (c) manage and comply with any necessary security arrangements. For example, if search area is refined or personal data needs to be shared.
- 5.3 The Members must also comply with paragraph 22 of the Community Partnership Terms of Reference which covers communications and sharing of information.

## **6. Members' Interests**

- 6.1 Each Member acknowledges that they may have interests arising from the work and decision-making of the Community Partnership and from the siting process.
- 6.2 All Members of the Community Partnership are responsible for complying with the Declaration of Interests Procedure for the Members (to be supplied to Members by RWM).
- 6.3 The Members will ensure that a consistent Declarations of Interest Procedure is included in the terms of reference for each Sub-group established by the Community Partnership.
- 6.4 This section applies to all authorised representatives set out in Schedule 2 of this CPA.

## **7. Review**

- 7.1 The Members will review the CPA at least every 12 (twelve) months, or such other time frame that the Members agree is appropriate.
- 7.2 If the Members want to make a change to the CPA from that review, those changes must be made in accordance with section 8 below.

## **8. Variation**

- 8.1 Variations and amendments to the CPA and its schedules will be minuted by the Community Partnership and must be made unanimously (unless paragraph 8.2 applies).
- 8.2 The Members may agree that certain decisions or types of decisions do not need to be unanimous. Where the Members agree that that is the case, the Community Partnership will minute that decision and the alternative decision-making process will be attached as a schedule to this CPA.
- 8.3 The CPA does not need to be re-signed by Members to give effect to variations and amendments which have been agreed in accordance with this section.

## SCHEDULE 1

### South Copeland Community Partnership Terms of Reference

#### 1. Introduction

- 1.1 This Community Partnership is formed in accordance with the requirements of the *“Implementing Geological Disposal - Working with Communities”* policy document (BEIS, December 2018) (the Working With Communities Policy).
- 1.2 The initial Search Area identified for the Community Partnership is the two Copeland Borough Council elected wards of Black Combe & Scafell and Millom Wards. The inshore area adjacent to the Borough of Copeland also remains under consideration. All areas of the initial Search Area that are located within the boundary of the Lake District National Park or the proposed southern extension of the National Park are excluded from consideration to host a GDF.

#### 2. Purpose

- 2.1 These Community Partnership Terms of Reference sets out the roles and responsibilities of the Members (set out in paragraph 18) and the procedures governing how the Community Partnership will operate. The role of the Community Partnership is to:
- to facilitate discussion with the community.
  - to identify relevant information that people in the communities benefitting from the formation of the Community Partnership want or need about the siting process.
  - for the Community Partnership to be the key vehicle for community dialogue with RWM.
  - to review and refine the boundaries of the Search Area as RWM’s investigations progress.
  - to identify the local community priorities for Community Investment Funding.
  - to make recommendations to the Copeland Borough Council (and any other Relevant Principal Local Authority member) on the Community Partnership on whether to invoke the Right of Withdrawal and if and when to launch a Test of Public Support.
  - to agree a programme of activities to develop the community’s understanding of the siting process and the potential implications of hosting a GDF (a ‘Programme of Activities’) see also paragraphs 14.2 to 14.4 below.
  - to develop a community vision and consider the part a GDF may play in the Potential Host Community; and
  - to monitor public opinion in relation to siting a GDF within the Search Area and the Potential Host Community.

#### Programme of Activities

- 2.2 In line with the Community Partnership’s role to drive dialogue with the community, the Programme of Activities should include a communications and engagement plan designed with RWM and its media planners to ensure that all Search Area residents and organisations receive regular information updates across multiple channels, to enable

high levels of awareness, understanding and engagement with the Community Partnership's programme.

- 2.3 The Programme of Activities will be attached as a further schedule to this CPA when prepared. The Members will aim to have the Programme of Activities prepared within 6 (six) months of the date of this CPA. It will be regularly reviewed to ensure it remains appropriate and relevant.
- 2.4 Members will develop a monitoring and reporting mechanism to evaluate the Community Partnership's performance against the Programme of Activities. The monitoring and reporting mechanism will need to be robust, transparent, and not overly complex. The monitoring and reporting mechanism will include key performance indicators and quarterly monitoring mechanisms which will be agreed annually to both enable and track high levels of awareness, understanding and engagement amongst residents and organisations in the Search Area.

### 3. **Membership**

- 3.1 A member of the Community Partnership may be an individual, or corporate entity, a public body, an unincorporated association, or other organised body.
- 3.2 Where a member of the Community Partnership is a corporate entity, a public body, an unincorporated association, or other organised body, the member will be represented at meetings of the Community Partnership by their authorised representative as listed in Schedule 2 of these Community Partnership Terms of Reference (Authorised Representative).
- 3.3 A member or their deputy may replace its Authorised Representative at any time by informing the Secretariat or the Chair.
- 3.4 Each Authorised Representative will inform the Community Partnership whether they have the authority to make decisions and approve actions on behalf of the organisation they represent and if not, the timing and procedure for obtaining approval of that organisation.
- 3.5 Each Authorised Representative will attend the Community Partnership meetings and report proceedings and progress of the Community Partnership to their appointing organisation.
- 3.6 The Community Partnership consists of the following Members:
- Copeland Borough Council (being a Relevant Principal Local Authority)
  - RWM
  - Community Members who have signed the Community Partnership Agreement
  - The Chair
- 3.7 Additional members of the Community Partnership may be invited to join the Community Partnership at any time with the agreement of the Members in accordance with the Community Partnership Terms of Reference (particularly paragraphs 15.11 to 15.14 below).

- 3.8 When a new member joins the Community Partnership, they will be supplied with relevant information<sup>1</sup> by the Community Partnership, and they will familiarise themselves with the work of the Community Partnership and progress made to date.

### **Membership List**

- 3.9 A Membership List detailing membership status and voting rights for each Member of the Community Partnership will be maintained and attached as a further schedule to these Community Partnership Terms of Reference.

### **Voting Members**

- 3.10 The Community Partnership will consist of the following voting members:
- Copeland Borough Council (being a Relevant Principal Local Authority).
  - any other Relevant Principal Local Authority that joins the Community Partnership Agreement.
  - RWM.
  - the Chair (subject to paragraphs 7.2 - 7.4 below); and
  - each Community Member who has signed the Community Partnership Agreement

### **Appointment of Members**

- 3.11 From the date of the Community Partnership Agreement and these Community Partnership Terms of Reference, the Members acknowledge that the Community Partnership is responsible for:
- 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 Working With Communities Policy).
  - appointing new Members to the Community Partnership as and when required.
  - putting in place an effective monitoring process (which should occur not less than every 6 months) 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).
  - 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.
- 3.12 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). Care is required to make sure there are sufficient Members to enable the effective working of the Community Partnership taking into

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<sup>1</sup> This will include but is not limited to: The Declaration of Interests Procedure, the Nolan Principles, RWM Stakeholder Expenses Procedure, and the CIF Principles of Operation.

account both the need for effective and efficient decision making and for appropriate resourcing.

3.13 Community Members will be appointed in an open and transparent manner taking into account the information and guidance set out in the Community Guidance<sup>2</sup>.

3.14 The Members will be participating on a voluntary basis.

### **Duration of Membership**

3.15 RWM is a permanent member of the Community Partnership.

3.16 There must be at least one Relevant Principal Local Authority representing each district or unitary authority electoral ward in the Search Area as a Member.

3.17 The Community Members are not permanent members of the Community Partnership and may decide to leave the Community Partnership at any time. In the event a Community Member(s) withdraw from the Community Partnership the Community Partnership will continue. Any withdrawal should be documented in the minutes and Schedule 2 will be updated.

3.18 The term of appointment of individual Community Members of the Community Partnership will be determined on the basis of their skills and experience having regard to the Programme of Activities and or the applicable Search Area subject to:

- any decision on renewals of appointments made by the Community Partnership; and
- early termination in accordance with paragraphs 15.20 and 15.21 below.

3.19 The Community Partnership members should at all times acting proportionately and to the extent necessary to ensure and maintain the:

- high standards of the Community Partnership Agreement and these Community Partnership Terms of Reference.
- continued compliance with the Community Partnership Terms of Reference and.
- effective operation of the Community Partnership in the siting process

3.20 The Chair will have the power to take disciplinary action against any Community Members and or their Authorised Representatives in respect of any material breach and or continued non-compliance with the Community Partnership Agreement, these Community Partnership Terms of Reference, and or conduct by any Community Members and or their Authorised Representatives.

3.21 Where any Community Member and or their Authorised Representatives do not rectify any such non-compliance referred to in paragraph 15.20 above to the satisfaction of the other compliant Members (within a reasonable timescale as agreed between the other compliant Members and notified promptly to the non-compliant Community Member and or Authorised Representative), the Chair may decide to call a vote (which will be a majority vote) at a meeting on whether or not to remove the Community Member or Authorised Representative from the Community Partnership. Such a vote will be final

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<sup>2</sup> Means the guidance published by RWM on the 19th of December 2018 called Community Guidance: How we will work with communities in England, available here: [RWM Community Guidance - England \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/744441/rwm-community-guidance-england.pdf)

and the dispute resolution in paragraph 24 of the Community Partnership Terms of Reference below will cease to apply.

#### 4. **Working Methods**

4.1 All Members will act in accordance with these Community Partnership Terms of Reference and commit to working in the following way (i.e., the “Agreed Ways of Working”):

- being open and actively engaging.
- making things happen.
- adopting a consensus-based decision-making process for all decisions.
- committing to listening and valuing the opinions of others – including those with whom the Members may disagree.
- being positive about working with others.
- encouraging mutual learning and continuous improvement through establishing appropriate ‘space’ and process for reflections; and
- ensuring inclusivity ensuring all people regardless of background have the opportunity to contribute and participate fully to the work of the agreed activities

#### 5. **Code of Conduct**

5.1 The Members will at all times comply with:

- The the Nolan Seven Principles of Public Life, namely that the Members will act with selflessness, integrity, objectivity, accountability, openness, honesty, and leadership. The Nolan Principles will be provided by RWM to Members.
- Their obligations regarding declaring any interests in accordance with Declaration of Interest Procedure provided to Members.

5.2 In carrying out its roles (including the commissioning of or carrying out activities contained in the programme of activities) the Community Partnership will consider the requirements of the Public Services (Social Value) Act 2012 along with any local or regional economic vision and socio-economic strategies or plans that apply to the geographical area covered by the Community Partnership, for example, that relate to employment, education, or the environment.

5.3 The Community Partnership may create such structures and mechanisms as it sees fit to assist it in carrying out its work, including mechanisms for engaging with stakeholders and the public.

5.4 The Members must also comply with paragraph 22 (*Communications and Sharing of Information*) of the Community Partnership Terms of Reference.

5.5 If a Member receives a gift or hospitality with a value of £50 or more which is attributable to your membership of the Community Partnership, or any offer of any such gift or hospitality, the Member must disclose this to the Chair, and the Chair must disclose this to the Community Partnership.

5.6 Members must decline to accept any such gift or hospitality which could reasonably be perceived as creating an obligation upon the Community Partnership, or upon the



Member of the Community Partnership. This obligation does not take primacy over any obligations that members of the Community Partnership's Members may have to their employer regarding gifts and hospitality.

## **6. Roles and Responsibilities**

- 6.1 RWM is responsible for all technical decisions relating to the potential suitability of sites. RWM will also be responsible for ensuring that the work and processes of the Community Partnership comply with government policy, in particular the Working With Communities Policy.
- 6.2 The Copeland Borough Council (and any other Relevant Principal Local Authority who becomes a Member) plays a crucial role in respect of planning, infrastructure development and service provision in the Search Area (and once identified, the Potential Host Community). For this reason, and to ensure democratic accountability, Copeland Borough Council (and if relevant any other Relevant Principal Local Authority member) will take two key decisions on the Community Partnership as set out in section 4 (*Test of Public Support*) of the CPA and paragraph 19.5 of the Community Partnership Terms of Reference below.
- 6.3 Community Members are organisations and individuals that reflect the make-up of the community in the Search Area (and once identified, the Potential Host Community). The Community Members will work with the other Members to feed in the views of the community, in particular, with regards to ensuring the siting process reflects the priorities and vision of the local community in the Search Area (and once identified, the Principal Host Community). All Members other than RWM and the relevant principal local authority(ies) are Community Members.
- 6.4 The Chair will be accountable to the Community Partnership in ensuring that they conduct their activities in line with these Community Partnership Terms of Reference. The Chair must at all times ensure that the work of the Community Partnership is fair, unbiased and reflects the needs of the community.
- 6.5 In the event a Chair is to be drawn from the Members, the Members will put forward 3 candidates (or such other number which may be agreed by the Members) and the Chair will be selected from those candidates by the current Chair, Copeland Borough Council and RWM, acting unanimously and having principal regard to selecting the best candidate in light of the role of the Chair set out in paragraph 6.4.
- 6.6 In the event a Chair is selected from the Members, that person agrees that they will, for the period in which they are Chair, act independently and in accordance with paragraph 6.4. They will not for that period be representing either themselves or any organisation which they may be a member of (even where that organisation is itself a Member of the Community Partnership). In this event the Member should be replaced by an alternative Authorised Representative who can continue to represent and have the vote for the Member.
- 6.7 The Chair will be appointed for a specified term, which may be extended by agreement of the Members.
- 6.8 The person or organisation providing secretarial services and administrative support to the Community Partnership (the "Secretariat") will be provided by RWM in the first instance.

## **7. Decision Making**

- 7.1 Decisions will normally be made through consensus between the Voting Members (as defined in paragraph 15.9 above); however, where a consensual decision cannot be reached, a vote will be taken.
- 7.2 In accordance with the Community Partnership Agreement Review and Variation arrangements Members may determine:
- which decisions or categories of decision will be determined at full or quorate meetings and which may be determined by majority vote or by an alternative majority (for example a simple or 2/3 majority).
  - the voting position of the Chair and whether, for example, the voting position of the Chair should change from the position set out in paragraphs 19.3 and 19.4 below (including having regard to whether the Chair is to be an independent chair or not).
- 7.3 Where there is a need for a vote to be taken to reach a decision, each Voting Member of the Community Partnership is allocated a single vote. Where one Voting Member of the Community Partnership has multiple Authorised Representatives at a meeting, only one Authorised Representative will be eligible to vote.
- 7.4 The Chair will have a casting vote in the event of a deadlock but (subject to 7.2) will not otherwise vote on matters.
- 7.5 Copeland Borough Council (and if relevant any other Relevant Principal Local Authority member) will make the following decisions on the Community Partnership:
- whether to exercise the Community Right of Withdrawal; and
  - when to seek the community's views on whether it wishes to host a GDF (i.e., proceed to a Test of Public Support).

## 8. **Meetings**

- 8.1 Meetings will typically take place monthly in person and/or virtually (or as otherwise agreed between the Community Partnership).
- 8.2 The Community Partnership may decide to form Sub-groups and delegate specific tasks to such Sub-groups outside of the main meetings with the prior agreement of the Members of the Community Partnership.
- 8.3 The minimum attendance (Quorum) at a meeting of the full Community Partnership is two thirds of the Voting Members, to the nearest whole number.
- 8.4 The Chair or nominated deputy must be present at a meeting of the Community Partnership.
- 8.5 The Chair will manage the meetings. If the Chair is unable to attend a meeting, a deputy (nominated by the Chair) will chair the meeting.
- 8.6 Where a Member or their Authorised Representative is unable to attend a meeting, they will notify the Secretariat of their absence before the meeting.
- 8.7 Where a Member or their Authorised Representative is unable to attend a meeting, they will nominate a substitute to attend in their place. Details of any substitute will be provided to the Secretariat at the earliest opportunity but at least 2 working days in advance of the meeting.

- 8.8 The Chair will produce the agenda with contributions from the other Members of the Community Partnership.
- 8.9 All Members of the Community Partnership will be able to propose agenda items that relate to the purpose of the Community Partnership. The Chair will determine the relevance and timing of the proposals.
- 8.10 At all times acting in compliance with all and any agreed information sharing agreements. Papers will be provided to Members at least 7 days in advance of meetings. Members will notify the Secretariat of their preferred format (for example paper or electronic). If large documents are to be distributed (over 15 pages in length) they will be provided earlier where practicable.
- 8.11 Members and Authorised Representatives undertake to read and consider any papers produced for the Community Partnership, and to prepare adequately for each meeting, including but not limited to executing tasks assigned to them by the Community Partnership.
- 8.12 Dates of meetings (including Sub-groups) will be notified in advance to all Members of the Community Partnership or Sub-group, ideally with 14 days prior notice, unless otherwise agreed by all Members.
9. **Member's interests**
- 9.1 Each Member (including, where relevant, its Authorised Representative(s)) acknowledges that they may have interests arising from the work and decision-making of the Community Partnership and from the siting process.
- 9.2 Where a Member has a direct or indirect interest in a matter arising at a meeting of the Community Partnership, and/or in relation to a Member's wider involvement in the siting process or the Community Partnership, the relevant Member will disclose such actual or potential interest in accordance with the Declaration of Interests Procedure for the Members of the South Copeland Community Partnership.
- 9.3 All Members of the Community Partnership are responsible for complying with the Declarations of Interest Procedure.
- 9.4 The Secretariat on behalf of the Chair will record and maintain a Members' Register of Interests setting out interests declared and disclosed by the Members in relation to the work and decision-making of the Community Partnership and/or in relation to a Member's wider involvement in the siting process.
- 9.5 The Members' Register of Interests will be kept and maintained by the secretariat on behalf of the Chair for public viewing in accordance with the Declarations of Interest Procedure.
10. **Sharing of information and resources (including confidential materials) and communications**
- 10.1 All Members will 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 the Freedom of Information Act 2000, the Environmental Information Regulations 2004, and the data protection regimes) which will need to be complied with. In addition, there may be reasons why some information should be treated as confidential for a period.
- 10.2 To comply with the above requirements the Members will also need to where appropriate enter into a separate legally binding information sharing agreement or agreements setting out the Members' obligations including on how to (a) comply with the Freedom of

Information Act 2000 and Environmental Information Regulations 2004 and relevant data protection legislation; (b) share confidential information; and (c) manage and comply with any necessary security arrangements.

- 10.3 At all times in compliance with all such agreed information sharing agreement(s), the Chair will circulate materials on behalf of the Members of the Community Partnership. Where other Members wish to distribute information, they will do so via the Chair.
- 10.4 Members must not disclose information which is given to you in confidence, or information which you believe or ought reasonably to be aware is of a confidential nature, unless:
- They have the consent of a person authorised to give it; or
  - They are required by law to do so; or
  - The disclosure is made to a third party for the purpose of obtaining professional advice, provided that the third party agrees not to disclose the information to any other person; or
  - The disclosure is reasonable, in the public interest, made in good faith, and made in compliance with the reasonable requirements of the Community Partnership, the CPA and any and all information sharing agreements and the Community Partnership Terms of Reference.
- 10.5 The Chair will be the nominated spokesperson for the Community Partnership.
- 10.6 All Members will comply with all communication protocols and procedures as agreed between them from time to time.
- 10.7 Members will not make statements to the press or media or at any public meeting, including via social media, regarding Community Partnership matters without first having contacted the Communications lead and also having obtained the approval of the Chair. Members will not make public the views of other Members which have been expressed at meetings unless such views form public record of the meeting (e.g., through the minutes).
- 10.8 Members should not arrange to speak to stakeholders on behalf of the Community Partnership without first obtaining the approval of the Chair.
- 10.9 Social media provides unique opportunities to communicate and share information with people around the world. Platforms like Facebook, Twitter, LinkedIn, Instagram, and YouTube make sharing information quicker and easier, allow people to connect, and can be used to extend professional networks. The Members acknowledge that once information gets out onto these channels it is difficult, if not impossible to retrieve. Further, the Members of the Community Partnership may have access to sensitive information and may be entrusted with similar information from customers, suppliers, and business partners. All Members therefore need to be aware of the risks associated with using social media.

## 11. **Expenses and Costs**

- 11.1 The costs of administering the Community Partnership meetings, as agreed in advance with RWM, will be met through Engagement Funding.
- 11.2 The costs of publicising the activities of the Community Partnership and any additional support it might need to fulfil its purpose, as agreed in advance with RWM, will be met through Engagement Funding.

- 11.3 The reasonable and proper expenses of Community Members participating in the Community Partnership meetings will be reimbursed by RWM in line with the Expenses Procedure.
- 11.4 Copeland Borough Council (and any other relevant principal local authority member) will receive financial support from RWM to participate throughout the siting process including as a member of the Community Partnership. The mechanism for the recovery of costs will be subject to an agreement between RWM and the Copeland Borough Council (or other Relevant Principal Local Authority member) (the “*Reimbursement Agreement*”).
12. **Dispute Resolution**
- 12.1 Members will use their reasonable endeavours to resolve any disagreement that may arise in relation to these Community Partnership Terms of Reference and or in relation to the operation and work of the Community Partnership.
- 12.2 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.
- 12.3 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.
- 12.4 Notwithstanding paragraphs 24.1 to 24.3 above, paragraphs 15.20 and 15.21 of these Community Partnership Terms of Reference will apply.

## **SCHEDULE 1**

### **South Copeland Community Partnership Terms of Reference**

13. **Introduction**
- 13.1 This Community Partnership is formed in accordance with the requirements of the “*Implementing Geological Disposal - Working with Communities*” policy document (BEIS, December 2018) (the Working With Communities Policy).
- 13.2 The initial Search Area identified for the Community Partnership is the two Copeland Borough Council elected wards of Black Combe & Scafell and Millom Wards. The inshore area adjacent to the Borough of Copeland also remains under consideration. All areas of the initial Search Area that are located within the boundary of the Lake District National Park or the proposed southern extension of the National Park are excluded from consideration to host a GDF.
14. **Purpose**
- 14.1 These Community Partnership Terms of Reference sets out the roles and responsibilities of the Members (set out in paragraph 18) and the procedures governing how the Community Partnership will operate. The role of the Community Partnership is to:
- to facilitate discussion with the community.

- to identify relevant information that people in the communities benefitting from the formation of the Community Partnership want or need about the siting process.
- for the Community Partnership to be the key vehicle for community dialogue with RWM.
- to review and refine the boundaries of the Search Area as RWM's investigations progress.
- to identify the local community priorities for Community Investment Funding.
- to make recommendations to the Copeland Borough Council (and any other Relevant Principal Local Authority member) on the Community Partnership on whether to invoke the Right of Withdrawal and if and when to launch a Test of Public Support.
- to agree a programme of activities to develop the community's understanding of the siting process and the potential implications of hosting a GDF (a 'Programme of Activities') see also paragraphs 14.2 to 14.4 below.
- to develop a community vision and consider the part a GDF may play in the Potential Host Community; and
- to monitor public opinion in relation to siting a GDF within the Search Area and the Potential Host Community.

### **Programme of Activities**

- 14.2 In line with the Community Partnership's role to drive dialogue with the community, the Programme of Activities should include a communications and engagement plan designed with RWM and its media planners to ensure that all Search Area residents and organisations receive regular information updates across multiple channels, to enable high levels of awareness, understanding and engagement with the Community Partnership's programme.
- 14.3 The Programme of Activities will be attached as a further schedule to this CPA when prepared. The Members will aim to have the Programme of Activities prepared within 6 (six) months of the date of this CPA. It will be regularly reviewed to ensure it remains appropriate and relevant.
- 14.4 Members will develop a monitoring and reporting mechanism to evaluate the Community Partnership's performance against the Programme of Activities. The monitoring and reporting mechanism will need to be robust, transparent, and not overly complex. The monitoring and reporting mechanism will include key performance indicators and quarterly monitoring mechanisms which will be agreed annually to both enable and track high levels of awareness, understanding and engagement amongst residents and organisations in the Search Area.
15. **Membership**
- 15.1 A member of the Community Partnership may be an individual, or corporate entity, a public body, an unincorporated association, or other organised body.
- 15.2 Where a member of the Community Partnership is a corporate entity, a public body, an unincorporated association, or other organised body, the member will be represented at meetings of the Community Partnership by their authorised representative as listed in

Schedule 2 of these Community Partnership Terms of Reference (Authorised Representative).

- 15.3 A member or their deputy may replace its Authorised Representative at any time by informing the Secretariat or the Chair.
- 15.4 Each Authorised Representative will inform the Community Partnership whether they have the authority to make decisions and approve actions on behalf of the organisation they represent and if not, the timing and procedure for obtaining approval of that organisation.
- 15.5 Each Authorised Representative will attend the Community Partnership meetings and report proceedings and progress of the Community Partnership to their appointing organisation.
- 15.6 The Community Partnership consists of the following Members:
- Copeland Borough Council (being a Relevant Principal Local Authority)
  - RWM
  - Community Members who have signed the Community Partnership Agreement
  - The Chair
- 15.7 Additional members of the Community Partnership may be invited to join the Community Partnership at any time with the agreement of the Members in accordance with the Community Partnership Terms of Reference (particularly paragraphs 15.11 to 15.14 below).
- 15.8 When a new member joins the Community Partnership, they will be supplied with relevant information<sup>3</sup> by the Community Partnership, and they will familiarise themselves with the work of the Community Partnership and progress made to date.

### **Membership List**

- 15.9 A Membership List detailing membership status and voting rights for each Member of the Community Partnership will be maintained and attached as a further schedule to these Community Partnership Terms of Reference.

### **Voting Members**

- 15.10 The Community Partnership will consist of the following voting members:
- Copeland Borough Council (being a Relevant Principal Local Authority).
  - any other Relevant Principal Local Authority that joins the Community Partnership Agreement.
  - RWM.
  - the Chair (subject to paragraphs 7.2 - 7.4 below); and

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<sup>3</sup> This will include but is not limited to: The Declaration of Interests Procedure, the Nolan Principles, RWM Stakeholder Expenses Procedure, and the CIF Principles of Operation.

- each Community Member who has signed the Community Partnership Agreement

### **Appointment of Members**

- 15.11 From the date of the Community Partnership Agreement and these Community Partnership Terms of Reference, the Members acknowledge that the Community Partnership is responsible for:
- 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 Working With Communities Policy).
  - appointing new Members to the Community Partnership as and when required.
  - putting in place an effective monitoring process (which should occur not less than every 6 months) 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).
  - 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.
- 15.12 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). Care is required to make sure there are sufficient Members to enable the effective working of the Community Partnership taking into account both the need for effective and efficient decision making and for appropriate resourcing.
- 15.13 Community Members will be appointed in an open and transparent manner taking into account the information and guidance set out in the Community Guidance<sup>4</sup>.
- 15.14 The Members will be participating on a voluntary basis.

### **Duration of Membership**

- 15.15 RWM is a permanent member of the Community Partnership.
- 15.16 There must be at least one Relevant Principal Local Authority representing each district or unitary authority electoral ward in the Search Area as a Member.
- 15.17 The Community Members are not permanent members of the Community Partnership and may decide to leave the Community Partnership at any time. In the event a Community Member(s) withdraw from the Community Partnership the Community Partnership will continue. Any withdrawal should be documented in the minutes and Schedule 2 will be updated.

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<sup>4</sup> Means the guidance published by RWM on the 19th of December 2018 called Community Guidance: How we will work with communities in England, available here: [RWM Community Guidance - England \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)



- 15.18 The term of appointment of individual Community Members of the Community Partnership will be determined on the basis of their skills and experience having regard to the Programme of Activities and or the applicable Search Area subject to:
- any decision on renewals of appointments made by the Community Partnership; and
  - early termination in accordance with paragraphs 15.20 and 15.21 below.
- 15.19 The Community Partnership members should at all times acting proportionately and to the extent necessary to ensure and maintain the:
- high standards of the Community Partnership Agreement and these Community Partnership Terms of Reference.
  - continued compliance with the Community Partnership Terms of Reference and.
  - effective operation of the Community Partnership in the siting process
- 15.20 The Chair will have the power to take disciplinary action against any Community Members and or their Authorised Representatives in respect of any material breach and or continued non-compliance with the Community Partnership Agreement, these Community Partnership Terms of Reference, and or conduct by any Community Members and or their Authorised Representatives.
- 15.21 Where any Community Member and or their Authorised Representatives do not rectify any such non-compliance referred to in paragraph 15.20 above to the satisfaction of the other compliant Members (within a reasonable timescale as agreed between the other compliant Members and notified promptly to the non-compliant Community Member and or Authorised Representative), the Chair may decide to call a vote (which will be a majority vote) at a meeting on whether or not to remove the Community Member or Authorised Representative from the Community Partnership. Such a vote will be final and the dispute resolution in paragraph 24 of the Community Partnership Terms of Reference below will cease to apply.
16. **Working Methods**
- 16.1 All Members will act in accordance with these Community Partnership Terms of Reference and commit to working in the following way (i.e., the “Agreed Ways of Working”):
- being open and actively engaging.
  - making things happen.
  - adopting a consensus-based decision-making process for all decisions.
  - committing to listening and valuing the opinions of others – including those with whom the Members may disagree.
  - being positive about working with others.
  - encouraging mutual learning and continuous improvement through establishing appropriate ‘space’ and process for reflections; and

- ensuring inclusivity ensuring all people regardless of background have the opportunity to contribute and participate fully to the work of the agreed activities

## 17. **Code of Conduct**

17.1 The Members will at all times comply with:

- The the Nolan Seven Principles of Public Life, namely that the Members will act with selflessness, integrity, objectivity, accountability, openness, honesty, and leadership. The Nolan Principles will be provided by RWM to Members.
- Their obligations regarding declaring any interests in accordance with Declaration of Interest Procedure provided to Members.

17.2 In carrying out its roles (including the commissioning of or carrying out activities contained in the programme of activities) the Community Partnership will consider the requirements of the Public Services (Social Value) Act 2012 along with any local or regional economic vision and socio-economic strategies or plans that apply to the geographical area covered by the Community Partnership, for example, that relate to employment, education, or the environment.

17.3 The Community Partnership may create such structures and mechanisms as it sees fit to assist it in carrying out its work, including mechanisms for engaging with stakeholders and the public.

17.4 The Members must also comply with paragraph 22 (*Communications and Sharing of Information*) of the Community Partnership Terms of Reference.

17.5 If a Member receives a gift or hospitality with a value of £50 or more which is attributable to your membership of the Community Partnership, or any offer of any such gift or hospitality, the Member must disclose this to the Chair, and the Chair must disclose this to the Community Partnership.

17.6 Members must decline to accept any such gift or hospitality which could reasonably be perceived as creating an obligation upon the Community Partnership, or upon the Member of the Community Partnership. This obligation does not take primacy over any obligations that members of the Community Partnership's Members may have to their employer regarding gifts and hospitality.

## 18. **Roles and Responsibilities**

18.1 RWM is responsible for all technical decisions relating to the potential suitability of sites. RWM will also be responsible for ensuring that the work and processes of the Community Partnership comply with government policy, in particular the Working With Communities Policy.

18.2 The Copeland Borough Council (and any other Relevant Principal Local Authority who becomes a Member) plays a crucial role in respect of planning, infrastructure development and service provision in the Search Area (and once identified, the Potential Host Community). For this reason, and to ensure democratic accountability, Copeland Borough Council (and if relevant any other Relevant Principal Local Authority member) will take two key decisions on the Community Partnership as set out in section 4 (*Test of Public Support*) of the CPA and paragraph 19.5 of the Community Partnership Terms of Reference below.

18.3 Community Members are organisations and individuals that reflect the make-up of the community in the Search Area (and once identified, the Potential Host Community). The Community Members will work with the other Members to feed in the views of the

community, in particular, with regards to ensuring the siting process reflects the priorities and vision of the local community in the Search Area (and once identified, the Principal Host Community). All Members other than RWM and the relevant principal local authority(ies) are Community Members.

- 18.4 The Chair will be accountable to the Community Partnership in ensuring that they conduct their activities in line with these Community Partnership Terms of Reference. The Chair must at all times ensure that the work of the Community Partnership is fair, unbiased and reflects the needs of the community.
- 18.5 In the event a Chair is to be drawn from the Members, the Members will put forward 3 candidates (or such other number which may be agreed by the Members) and the Chair will be selected from those candidates by the current Chair, Copeland Borough Council and RWM, acting unanimously and having principal regard to selecting the best candidate in light of the role of the Chair set out in paragraph 6.4.
- 18.6 In the event a Chair is selected from the Members, that person agrees that they will, for the period in which they are Chair, act independently and in accordance with paragraph 6.4. They will not for that period be representing either themselves or any organisation which they may be a member of (even where that organisation is itself a Member of the Community Partnership). In this event the Member should be replaced by an alternative Authorised Representative who can continue to represent and have the vote for the Member.
- 18.7 The Chair will be appointed for a specified term, which may be extended by agreement of the Members.
- 18.8 The person or organisation providing secretarial services and administrative support to the Community Partnership (the "Secretariat") will be provided by RWM in the first instance.
19. **Decision Making**
  - 19.1 Decisions will normally be made through consensus between the Voting Members (as defined in paragraph 15.9 above); however, where a consensual decision cannot be reached, a vote will be taken.
  - 19.2 In accordance with the Community Partnership Agreement Review and Variation arrangements Members may determine:
    - which decisions or categories of decision will be determined at full or quorate meetings and which may be determined by majority vote or by an alternative majority (for example a simple or 2/3 majority).
    - the voting position of the Chair and whether, for example, the voting position of the Chair should change from the position set out in paragraphs 19.3 and 19.4 below (including having regard to whether the Chair is to be an independent chair or not).
  - 19.3 Where there is a need for a vote to be taken to reach a decision, each Voting Member of the Community Partnership is allocated a single vote. Where one Voting Member of the Community Partnership has multiple Authorised Representatives at a meeting, only one Authorised Representative will be eligible to vote.
  - 19.4 The Chair will have a casting vote in the event of a deadlock but (subject to 7.2) will not otherwise vote on matters.

19.5 Copeland Borough Council (and if relevant any other Relevant Principal Local Authority member) will make the following decisions on the Community Partnership:

- whether to exercise the Community Right of Withdrawal; and
- when to seek the community's views on whether it wishes to host a GDF (i.e., proceed to a Test of Public Support).

## 20. **Meetings**

20.1 Meetings will typically take place monthly in person and/or virtually (or as otherwise agreed between the Community Partnership).

20.2 The Community Partnership may decide to form Sub-groups and delegate specific tasks to such Sub-groups outside of the main meetings with the prior agreement of the Members of the Community Partnership.

20.3 The minimum attendance (Quorum) at a meeting of the full Community Partnership is two thirds of the Voting Members, to the nearest whole number.

20.4 The Chair or nominated deputy must be present at a meeting of the Community Partnership.

20.5 The Chair will manage the meetings. If the Chair is unable to attend a meeting, a deputy (nominated by the Chair) will chair the meeting.

20.6 Where a Member or their Authorised Representative is unable to attend a meeting, they will notify the Secretariat of their absence before the meeting.

20.7 Where a Member or their Authorised Representative is unable to attend a meeting, they will nominate a substitute to attend in their place. Details of any substitute will be provided to the Secretariat at the earliest opportunity but at least 2 working days in advance of the meeting.

20.8 The Chair will produce the agenda with contributions from the other Members of the Community Partnership.

20.9 All Members of the Community Partnership will be able to propose agenda items that relate to the purpose of the Community Partnership. The Chair will determine the relevance and timing of the proposals.

20.10 At all times acting in compliance with all and any agreed information sharing agreements. Papers will be provided to Members at least 7 days in advance of meetings. Members will notify the Secretariat of their preferred format (for example paper or electronic). If large documents are to be distributed (over 15 pages in length) they will be provided earlier where practicable.

20.11 Members and Authorised Representatives undertake to read and consider any papers produced for the Community Partnership, and to prepare adequately for each meeting, including but not limited to executing tasks assigned to them by the Community Partnership.

20.12 Dates of meetings (including Sub-groups) will be notified in advance to all Members of the Community Partnership or Sub-group, ideally with 14 days prior notice, unless otherwise agreed by all Members.

## 21. **Member's interests**

- 21.1 Each Member (including, where relevant, its Authorised Representative(s)) acknowledges that they may have interests arising from the work and decision-making of the Community Partnership and from the siting process.
- 21.2 Where a Member has a direct or indirect interest in a matter arising at a meeting of the Community Partnership, and/or in relation to a Member's wider involvement in the siting process or the Community Partnership, the relevant Member will disclose such actual or potential interest in accordance with the Declaration of Interests Procedure for the Members of the South Copeland Community Partnership.
- 21.3 All Members of the Community Partnership are responsible for complying with the Declarations of Interest Procedure.
- 21.4 The Secretariat on behalf of the Chair will record and maintain a Members' Register of Interests setting out interests declared and disclosed by the Members in relation to the work and decision-making of the Community Partnership and/or in relation to a Member's wider involvement in the siting process.
- 21.5 The Members' Register of Interests will be kept and maintained by the secretariat on behalf of the Chair for public viewing in accordance with the Declarations of Interest Procedure.
22. **Sharing of information and resources (including confidential materials) and communications**
- 22.1 All Members will 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 the Freedom of Information Act 2000, the Environmental Information Regulations 2004, and the data protection regimes) which will need to be complied with. In addition, there may be reasons why some information should be treated as confidential for a period.
- 22.2 To comply with the above requirements the Members will also need to where appropriate enter into a separate legally binding information sharing agreement or agreements setting out the Members' obligations including on how to (a) comply with the Freedom of Information Act 2000 and Environmental Information Regulations 2004 and relevant data protection legislation; (b) share confidential information; and (c) manage and comply with any necessary security arrangements.
- 22.3 At all times in compliance with all such agreed information sharing agreement(s), the Chair will circulate materials on behalf of the Members of the Community Partnership. Where other Members wish to distribute information, they will do so via the Chair.
- 22.4 Members must not disclose information which is given to you in confidence, or information which you believe or ought reasonably to be aware is of a confidential nature, unless:
- They have the consent of a person authorised to give it; or
  - They are required by law to do so; or
  - The disclosure is made to a third party for the purpose of obtaining professional advice, provided that the third party agrees not to disclose the information to any other person; or
  - The disclosure is reasonable, in the public interest, made in good faith, and made in compliance with the reasonable requirements of the Community

Partnership, the CPA and any and all information sharing agreements and the Community Partnership Terms of Reference.

- 22.5 The Chair will be the nominated spokesperson for the Community Partnership.
- 22.6 All Members will comply with all communication protocols and procedures as agreed between them from time to time.
- 22.7 Members will not make statements to the press or media or at any public meeting, including via social media, regarding Community Partnership matters without first having contacted the Communications lead and also having obtained the approval of the Chair. Members will not make public the views of other Members which have been expressed at meetings unless such views form public record of the meeting (e.g., through the minutes).
- 22.8 Members should not arrange to speak to stakeholders on behalf of the Community Partnership without first obtaining the approval of the Chair.
- 22.9 Social media provides unique opportunities to communicate and share information with people around the world. Platforms like Facebook, Twitter, LinkedIn, Instagram, and YouTube make sharing information quicker and easier, allow people to connect, and can be used to extend professional networks. The Members acknowledge that once information gets out onto these channels it is difficult, if not impossible to retrieve. Further, the Members of the Community Partnership may have access to sensitive information and may be entrusted with similar information from customers, suppliers, and business partners. All Members therefore need to be aware of the risks associated with using social media.
- 23. **Expenses and Costs**
- 23.1 The costs of administering the Community Partnership meetings, as agreed in advance with RWM, will be met through Engagement Funding.
- 23.2 The costs of publicising the activities of the Community Partnership and any additional support it might need to fulfil its purpose, as agreed in advance with RWM, will be met through Engagement Funding.
- 23.3 The reasonable and proper expenses of Community Members participating in the Community Partnership meetings will be reimbursed by RWM in line with the Expenses Procedure.
- 23.4 Copeland Borough Council (and any other relevant principal local authority member) will receive financial support from RWM to participate throughout the siting process including as a member of the Community Partnership. The mechanism for the recovery of costs will be subject to an agreement between RWM and the Copeland Borough Council (or other Relevant Principal Local Authority member) (the “*Reimbursement Agreement*”).
- 24. **Dispute Resolution**
- 24.1 Members will use their reasonable endeavours to resolve any disagreement that may arise in relation to these Community Partnership Terms of Reference and or in relation to the operation and work of the Community Partnership.
- 24.2 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.

- 24.3 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.
- 24.4 Notwithstanding paragraphs 24.1 to 24.3 above, paragraphs 15.20 and 15.21 of these Community Partnership Terms of Reference will apply.

## SCHEDULE 2

### AUTHORISED REPRESENTATIVES FOR THE COMMUNITY PARTNERSHIP

Copeland Borough Council:

RWM

Community Members:

## SCHEDULE 3

### DEFINITIONS

<b>“Community Right of Withdrawal”</b>	means the right of the Relevant Principal Local Authority(is) to withdraw the community in the Search Area or the Potential Host Community (as appropriate)) from the siting process
<b>Engagement Funding</b>	Engagement Funding is intended to cover the costs of the Working Group’s and Community Partnership’s engagement activities, information gathering, and support services. It is covered by the RWM Stakeholder Expenses Procedure and in relation to Relevant Principal Local Authorities, a reimbursement agreement.
<b>“Environmental Information Regulations 2004”</b>	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.
<b>“Freedom of Information Act 2000”</b>	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.
<b>“Potential Host Community”</b>	means the community within the district or unitary electoral wards in which the GDF and associated development would be located.
<b>“Relevant Principal Local Authority or Authorities”</b>	means the local authority (or authorities) that represent residents in all or part of the Search Area (or once identified the Potential Host Community.

<b>“Search Area”</b>	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. The search area will develop over time.
<b>“Sub-group”</b>	means any sub-group to the Community Partnership established by the Members, including the Community Investment Panel.
<b>“Test of Public Support”</b>	means the mechanism to establish whether residents of the Potential Host Community support the development of a GDF within their community.