

Partnership Agreement

What does the Partnership Agreement entail?

The Partnership Agreement is a formal agreement between LBH, BH, NHG, MHDT, and WDCO that outlines how the partners will work together over next 3 years (the agreement was signed in 2019). It also includes key details such as the partnership's working protocols, underlying principles, and the dispute resolution process.

This is different from the PDA – which set out the financial agreement between the delivery partners.

What was the purpose of creating the partnership agreement?

The Partnership Agreement was developed as one of the outcomes of the 2017 Woodberry Down Awayday, it looked to build on the best practise of regeneration working as well as the local experience of the 2014 Masterplan development.

Why is the partnership agreement being reviewed?

As part of the 2023 Awayday, it was agreed that the partnership would be reviewed, as some aspects may need updating. It was also always envisioned that the partnership agreement would be reviewed every three years.

Why is the Board being asked to review the agreement at this time?

The Executive Committee members who attended the Awayday, along with the other partners, were tasked with reviewing the partnership agreement and suggesting any changes. The Executive Committee has completed its review and would like the Board's input on the proposed changes. They have provided their comments and are seeking your feedback before submitting it back to the partners.

When will the partners discuss and agree any of the changes?

Although the agenda and objectives for the Awayday have not been shared yet, the partnership agreement will be discussed on the day. Ahead of the Awayday, scheduled for 27th January, the Board needs to finalise and agree on their recommendations and suggestions for the partnership agreement.

Please see below the initial comments from the Executive Committee on the proposed suggestions from the partners. Enclosed is also a copy of the partnership agreement.

	WDCO Comment	LBH Proposal	Berkeley Proposal	NHG Proposal	Exec comments
3.1	<p>WDCO: Remove reference to sense of Pride. This suggestion was previously made by the Executive Committee, who felt that it was difficult to measure a sense of pride against objectives.</p> <p>Delivery Partner Response: The Vision has been taken from the Masterplan. This was updated following extensive consultation with the Partnership, WDCO and Ward Councillors</p>	<p>This will be updated to reflect the vision that is going into the Masterplan 2023</p> <p>‘Woodberry Down shall be an open, welcoming place where people choose to live, feel safe, are in touch with the natural environment, benefit from a range of facilities for the community and have a strong sense of pride.’</p>		<p>Why are WDCO objecting to this wording? What’s the issue with the sense of pride? Happy with current wording.</p>	<p>The Executive team agreed to leave section 3.1 unchanged to reflect the vision that is going into the Masterplan.</p>
3.2	<p>Agreed at the 2023 Away Day: Add Maximise the number of affordable homes</p>	<p>Update Wording</p> <p>‘Maximise the number of affordable homes’</p>	<p>Remove – The PDA is very clear on the number to be targeted. This adds confusion.</p>	<p>2024 Masterplan has upper and lower number ranges, and these exceed the PDA numbers for shared ownership. Maximising the number of affordable will seek to target the upper range and with, increase density. NHG has no objection in principle</p>	<p>During the last Away Day, it was agreed to add the objective to "Maximise the number of affordable homes." Adrian noted that "the PDA is very clear on the number to be targeted, which adds confusion. Having been agreed upon at the outset between LBH and BH, WDCO should not attempt to modify this further." Oonagh argued that the point added at 3.23—"Ensure that truly affordable homes are provided for social rent and low-cost home ownership"—is</p>

				to maximising the number of affordable homes.	<p>not within the authority of any of the partners within WDCO. She stated it can be an aspiration but cannot be a requirement, adding that "mending the housing market is sadly beyond WDCO." The Executive members also noted that they were never included in these discussions, were not part of the PDA, and that this point was not mentioned in the partnership agreement.</p> <p>They suggested that this should not exclude the aspiration to maximise the number of affordable homes, emphasising that "affordable" should be defined according to Hackney Council's current standards.</p>
3.2 Bullet point 3	Ensure that the physical masterplan for Woodberry Down is adhered to. This reflects what is currently outlined in the agreed partnership agreement.	Update Wording 'Ensure that the principles of the masterplan for Woodberry Down is adhere to.'	This doesn't make any sense as you can't build out the Masterplan.	LBH wording acceptable	<p>Hackney proposed changing this to "Ensure that the principles of the masterplan for Woodberry Down are adhered to." While Adrian expressed concerns, noting that the proposed change doesn't make sense because the Masterplan itself can't be "built out," the other Executive members on 24th Sep suggested that Hackney's wording is acceptable. They suggested that the principles of the Masterplan should be followed and that the Residents' Charter should also be incorporated.</p>

4.1 Bullet point 6	Agreed at the 2023 Away Day: Add Identify, analyse and capture lessons learned	Update Wording 'Identify, analyse, and capture lessons learned and ensure that they inform the design of future phases.'	Check – but ok in principle	Agree with LBH wording	All the Executive Committee members appear to be in agreement with Hackney.
4.1 Bullet 3	“Work towards agreement by consensus, through taking a problem solving approach.” This reflects what is currently outlined in the agreed partnership agreement.	Update wording 'Work towards agreement taking a problem solving approach.'	Prefer to remove this bullet point as consensus actually means all parties need to agree.	LBH wording OK. Good to remove 'agreement by consensus' as per Berkeley's comment.	Adrian, found Hackney's proposed wording acceptable and supported removing "agreement by consensus," as Berkeley suggested. However, the other Executive members discussed the point and felt that striving for consensus should still be emphasised. While consensus may not always be achievable, there should be a commitment to at least work towards it. They also noted that this approach has not always been adhered to by all partners.
4.1 Bullet 5	“Make Decisions which have regard to the Vision for Woodberry Down, built upon a shared understanding of the issues”. This reflects what is currently outlined in the agreed partnership agreement.	Update wording 'Consult on decisions which have regard to the vision for Woodberry Down, built upon a shared understanding of the issues.'	Prefer to remove this bullet as I think it is confusing over who is the decision maker.	Like comment above. Good to remove the wording so it's not ambiguous as to who's the decision maker(s). 'Consult on decisions that align with the vision for Woodberry Down'?	Adrian supported removing this bullet. However, the remaining Executive members argued that using the term 'consult' weakens the original intent. They emphasised that the phrase should remain "make decisions", noting that regardless of which partner is making the decision, all should adhere to the Vision for Woodberry Down, ensuring clarity and avoiding ambiguity. Therefore, they recommended revising the wording to

					"Make decisions that adhere to the Vision for Woodberry Down."
4.1 Bullet 6	WDCO: Can we add that lessons learned should apply to all aspects of the regeneration.	Update wording 'Identify, analyse, and capture lessons learned and ensure that they inform the design of future phases and all aspects of the regeneration'		Agree with LBH wording.	Exec members agree with LBH wording.
5.1 Para 1	<p>We will endeavour to resolve issues and make key decisions at a local level using the liaison meetings and will escalate to the Round Table if necessary. This does not reflect what is currently outlined in the agreed partnership agreement. I'm not sure who proposed adding that.</p> <p>At the 2023 Awayday, WDCO highlighted that section 10.2 of the partnership agreement states: "the dispute will be referred in the first instance to the Executive Liaison meeting to attempt a local resolution." However, I don't believe WDCO suggested that key decisions should be made at the local level through liaison meetings, as some issues fall outside the scope of these meetings.</p>	<p>The governance work needs to be concluded so it is clear what the appropriate escalation/decision making route is.</p> <p>Then the wording for 5.1 should be updated to reflect this.</p>	<p>The Round Table is not a decision making forum.</p> <p>We need to be clear that decisions are not made by partners on key matters relating to the content of the planning application.</p>	<p>Governance work to be concluded and agreed by Delivery Partners so it works for all parties.</p>	<p>The Executive members recommended that this addition should not be made, and that the original wording in the partnership agreement should remain unchanged.</p> <p>Adrian noted that his understanding of the Round Table is that it is to bang heads together when agreement cannot be reached, therefore I support the WDCO proposal.</p>

5.1 Para 2	The Partnership will be implemented through a series of projects. This reflects what is currently outlined in the agreed partnership agreement.	Update wording 'The Partnership will be implemented through a series of work streams in relation to 3.2'	Not clear what the intention of 5.1 is.	Agree with LBH wording.	No comments from the Exec on this point
6.1 Bullet point 3	The partners will endeavour to send out documents a week in advance, by e-mail and post if required. This change was not proposed by the WDCO Exec; I believe the suggestion was made by partners at the 2023 Awayday.	Update Wording 'The partners will endeavour to send out documents for meetings a week in advance to ensure sufficient time for review'	OK	Agree with LBH wording.	The partnership agreement currently states: "Documents for meetings are to be sent out a week in advance by email, or by post if required." Adrian noted that specifying the permitted mechanisms seems to make perfect sense. The other Executive members at the Exec meeting on 24 th Sep argued that the term "endeavour" weakens the commitment. They suggested strengthening the language to: "Partners will send out documents for meetings a week in advance by email, or by post if required, unless otherwise agreed by all partners."
6.1 Bullet point 3.2.	Meetings to be arranged when possible at times which allow working residents to participate, e.g. in the late afternoon or early evening. Sometimes meetings may be virtual or hybrid.	Update wording 'Meetings to be arranged when possible at times which allow working residents to participate, e.g. in the late afternoon or early evening. Sometimes		'Endeavour to arrange meetings at times which allow working residents to participate, e.g. in the late afternoon or early evening. Sometimes	The Executive members were all in agreement with the proposed change.

		meetings will be virtual or hybrid.'		meetings will be virtual or hybrid.'	
				Just to cover off if some meetings cannot be staffed outside of working hours.	
10.1	Partners shall use best endeavours to resolve any dispute. This reflects what is currently outlined in the agreed partnership agreement.	The governance work needs to be concluded so it is clear what the appropriate escalation/decision making route is. Then the wording for 10.1 should be updated to reflect this.	Any dispute covers everything and should be removed or clarified the extent of issues this covers.	Governance work to be concluded so channels and routes of escalation are clear.	The Executive members noted that the paragraph should remain unchanged.
10.2	Disputes to be resolved at the Executive Liaison meeting “Where any dispute arises, the Partners involved will try to resolve the dispute between each other. If this is not possible, they will refer the dispute in the first instance to the Executive Liaison meeting, to try to resolve the dispute locally, with a recognisable timeframe and process that is agreed on and communicated”. This is what is currently outlined in the agreed partnership agreement.	The governance work needs to be concluded so it is clear what the appropriate escalation/decision making route is. Then the wording for 10.2 should be updated to reflect this.	Discussion to be continued	As above.	The Executive members agreed that the paragraph should remain unchanged. Although, Adrian noted “why after so many years is this not clear?”

10.4	<p>Where agreement cannot be reached the Parties will refer the matter to the Round Table for further discussion / consideration</p> <p>RH: I am not sure who suggested changing 'for resolution' to 'for further discussion/consideration,' but that was not a proposed change from the Executive Committee.</p> <p>“Where agreement cannot be reached the Parties will refer the matter to the Round Table for resolution.” This is what is currently outlined in the agreed partnership agreement.</p>	<p>The governance work needs to be concluded so it is clear what the appropriate escalation/decision making route is.</p> <p>Then the wording for 10.4 should be updated to reflect this.</p>	Discussion to be continued	As above	Executive members recommend that the paragraph should remain unchanged.
------	--	---	----------------------------	----------	---