

The Hold – Backing Documents

Appendix	Backing Document	Notes
1	Copies of your agreements with partners	"Memorandum of Understanding" between Suffolk County Council & University Campus Suffolk
2	Spreadsheet detailing the cost breakdown from Section seven: Project costs	
3	Briefs for the work to be undertaken in the Development Phase	<p>Briefs are:</p> <p>Client Side</p> <ul style="list-style-type: none"> • Audience Development Consultant • Business Plan Consultant • Conservation Plan Consultant • Freelance Conservator • Fundraising Consultant • Management & Maintenance Plan Consultant • Marketing & Communications Consultant • Organisational Change Consultant <p>Design Team</p> <ul style="list-style-type: none"> • Project Manager • Quantity Surveyor/Cost Manager • Quality Inspector/Clerk of Works • Building Services Engineer • Structural Design Engineer • Architect • Landscape Architect • Environment/Sustainability Specialist • BREEAM Assessor

4	Job descriptions for new posts to be filled during the development phase, and structure chart	<p>Job descriptions are:</p> <ul style="list-style-type: none"> • Project Coordinator • Activity Plan Officer
5	A small selection of images that help illustrate the project	<p>Images illustrate:</p> <ul style="list-style-type: none"> • The heritage (SRO & SCCAS holdings) • The need (existing estate) • Heritage outcomes • People outcomes • Community outcomes • Why now? • Location plan • Site plan • The Hold (feasibility images, concept)
6	<p>Feasibility Study for new heritage facility (subsequently called <i>The Hold</i>)</p> <p>(in separate A3 file).</p>	<p>Prepared by Concertus, document reference 14-0817. Report includes:</p> <ul style="list-style-type: none"> • Initial Client Brief • Design Proposal: Precedence & Materials • Design Proposal: Spatial Diagram • Design Proposal: Development Sketches • Design Proposal: Development Visuals • Design Proposal: Site Plan • Design Proposal: Landscape Proposal • Design Proposal: Summary • Design Proposal: Elevations • Design Proposal: Structural & Civil • Design Proposal: Mechanical • Design Proposal: Electrical • Design Proposal: Cost Report • Project Delivery & Risk • Ecology & Arboriculture • Accessibility & Inclusion • BREEAM Report

7	Design brief	Responding to Feasibility Study and subsequent consultation and research. Also includes outline briefs for exhibition/interpretation and ICT.
8	Outline Business Plan for <i>The Hold</i>	Prepared by Julia Holberry Associates
9	Archaeological desk-based assessment for <i>The Hold</i>	Prepared by Suffolk Archaeology CIC
10	Outline Fundraising Plan for <i>The Hold</i>	
11	Letters of Support	<p>List of Letters of Support received and copies of selected letters from:</p> <ul style="list-style-type: none"> • Clare, Countess of Euston (Lord Lieutenant of Suffolk, Custos Rotulorum and President of Friends of the Suffolk Record Office) • Cllr Colin Noble, Leader of Suffolk County Council • Community Action Suffolk • Cllr Carole Jones, Ipswich Borough Council • Joint letter of support from Suffolk's 5 principal heritage organisations • New Anglia Local Enterprise Partnership • Suffolk Chamber of Commerce • Suffolk County Council Strategic Development
12	Activity Plan (Development Phase & Outline Delivery Phase)	
13	Capital Plan (Development Phase & Outline Delivery Phase)	
14	Development Phase Timeline	
15	Delivery Phase Timeline	
16	Conservation Statement	Prepared by [REDACTED] (Archivist, SCC) with assistance from

17	Underwriting of the Development and Delivery Phase funding gaps	Underwriting comprises signed letter from [REDACTED] [REDACTED]
18	Risk Register	
19	Glossary	Lists all abbreviations used in application form

Appendix 1: Memorandum of Understanding

DATED 27th NOVEMBER 2015

(1) SUFFOLK COUNTY COUNCIL

and

(2) UNIVERSITY CAMPUS SUFFOLK

**Memorandum of understanding for joint working in respect of the proposed
new Heritage Facility: "The Hold"**

Ref: GAM/40858

THIS AGREEMENT is dated 27th November 2015

PARTIES

- (1) **SUFFOLK COUNTY COUNCIL**, of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (the **Council**).
- (2) **UNIVERSITY CAMPUS SUFFOLK**, of Waterfront Building, Neptune Quay, Ipswich, Suffolk, IP4 1QJ (**UCS**).

1. Definitions

The following definitions apply to this MoU:

Key Objectives: those objectives set out in Annex A.

MoU: this memorandum of understanding.

Principles: those principles of collaboration set down at clause 4.1 of this MoU.

Project: the project outlined at Annex A.

2. Background

2.1 The Parties

2.1.1 Suffolk County Council – Suffolk Record Office

Suffolk Record Office (SRO) is part of the Council's Adult and Community Services Directorate. Official record keeping in Suffolk can be traced back to the first significant repository in the Abbey of St Edmund. In the 1930s, the first professional local government archivist was appointed. By the 1950s joint archive committees were formed for Ipswich and East Suffolk and Bury St Edmunds and West Suffolk. With local government reorganisation in 1974, the services in Ipswich and Bury St Edmunds joined to become the Suffolk Record Office. Finally, in 1985 the Lowestoft branch opened to serve the north east of the county. SRO has built up a very comprehensive record of Suffolk life and proactively seeks to strengthen its holdings through contemporary collecting.

SRO acquires and preserves for everyone unique and authoritative records which constitute unrivalled sources for the study of most aspects of Suffolk life and makes them available to:

- Support the local economy through heritage tourism

- Offer a variety of learning opportunities that support children and young people to develop knowledge, skills and confidence and promote adult health and wellbeing
- Empower citizens to participate in the development of their communities and to help themselves
- Promote Suffolk's natural advantages and to help protect and improve its built and historic environment

SRO also collects and preserves diverse local studies printed and pictorial resources relating to the county, to foster and promote community identity and cohesion. It seeks to make all this material more accessible through partnership working. The SRO's key strengths in relation to the Project are set out below:

- Significant experience of learning and community engagement, including an outreach programme attracting academics and researchers from all over the U.K.
- A strong volunteer base; SRO has more than three times the number of volunteers than the average county Record Office.
- Nationally significant collections on medieval society, businesses, architecture, and naval and maritime history.
- A premier collection of over 33,000 local studies books and associated material for the county of Suffolk; many local authorities do not hold their historical local collection of printed material with their archives.
- An existing strong partnership with University Campus Suffolk, with an established annual work placement programme for undergraduate history students
- A history of strong partnership working and engagement with national/regional institutions including The National Archives, Archives and Records Association and East of England Regional Archives Council.
- Ability to call upon a portfolio of skills within Suffolk County Council in relation to external funding, procurement and contract management, legal, marketing and communications.

2.1.2 University Campus Suffolk

University Campus Suffolk (UCS) was established in 2007, and is a joint venture between its two validating universities: the University of East Anglia and the University of Essex. UCS is currently aiming for independent status, which will help to further increase student numbers from around 4,500 to around 7,500 per annum. UCS offers an attractive portfolio of courses within the Faculty of Arts, Business and Applied Social Science and the Faculty of Health and Science. Degrees range from Foundation, Honours and Postgraduate, to Continuing Professional Development (CPD) courses. UCS currently employs around 200 academics who ensure the institution continues to provide students with a high quality and innovative teaching

and learning experience. UCS's key strengths in relation to the Project are set out below:

- A popular History B.A. attracting between 9 and 16 students per annum, which incorporates an established annual work placement at the SRO for selected students.
- Plan to instigate a History M.A. beginning in the academic year 2016/17.
- Heads of Department who are keen to support an ongoing programme of "live projects" across a range of academic areas, encouraging students to respond to the SRO's collections and disseminate their work.
- Dedicated Heritage staff, providing expertise to support the Project, particularly in terms of heritage tourism and economic impact.
- A vocational/"workforce readiness" emphasis in its teaching, giving students workplace skills which the Project can call upon (e.g. events management, marketing, design).

UCS has recently gained its own Taught Degree Awarding Powers, and plans to apply for University title in the near future. The process of gaining University title and full independent status is estimated to take until the summer of 2016 at the earliest. This is a significant step in the development of UCS; the development of the Project is an important part of this planned growth, and will help attract and retain students, as well as the high-calibre teaching staff desired.

2.1.3 Vision for the Project

The Council and UCS have agreed to work in partnership to deliver the Project, and have agreed the following vision for "The Hold":

The Hold, a partnership between Suffolk Record Office and University Campus Suffolk, will introduce, inspire, and interpret Suffolk's rich archival heritage in new and engaging ways, through creating a much-needed, new Record Office near Ipswich Waterfront and a reshaped service that engages communities across the county.

A new flagship building will give the bulk of Suffolk's records a new, fit-for-purpose home and provide learning facilities within a unique visitor attraction in the vibrant Waterfront area of England's oldest, continually occupied town. The Hold will support sustainable partnerships with communities, learners and researchers, enabling collections to be accessed by a larger, more diverse range of users.

Our marvellous collections contain material of national and international significance: we intend to reveal these treasures to new audiences. With the 900th anniversary of our oldest document approaching, The Hold will launch people, young and old, on new voyages of discovery.

2.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This MoU sets out:

2.2.1 the key objectives of the Project;

2.2.2 the principles of collaboration;

2.2.3 the governance structures the parties will put in place; and

2.2.4 the respective roles and responsibilities the parties will have during the Project.

3. Key objectives for the project

The parties shall undertake the Project to achieve the Key Objectives.

4. Principles of collaboration

The parties agree to adopt the following principles when carrying out the Project:

4.1 collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;

4.2 be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;

4.3 be open. Communicate openly about major concerns, issues or opportunities relating to the Project;

4.4 learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

4.5 adopt a positive outlook. Behave in a positive, proactive manner;

4.6 adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;

4.7 act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;

- 4.8 manage stakeholders effectively;
- 4.9 deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- 4.10 act in good faith to support achievement of the Key Objectives and compliance with these Principles.

5. Project governance

- 5.1 The governance structure defined below provides a structure for the development and delivery the Project.
- 5.2 The following guiding principles are agreed. The Project's governance will:
 - 5.2.1 provide strategic oversight and direction;
 - 5.2.2 be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
 - 5.2.3 align decision-making authority with the criticality of the decisions required;
 - 5.2.4 be aligned with Project scope (and may therefore require changes over time);
 - 5.2.5 leverage existing organisational, group and user interfaces;
 - 5.2.6 provide coherent, timely and efficient decision-making; and
 - 5.2.7 correspond with the key features of the Project governance arrangements set out in this MoU.
- 5.3 The Project Board shall have responsibility for the creation and execution of the project plan and deliverables at workstream level, and therefore it can draw academic, technical, commercial, legal and communications resources as appropriate into its membership. The Project Board consists of representatives from each of the parties and will report to the Programme Board via the Programme Manager [REDACTED]. The core Project Board members are:

5.4 The Programme Board will provide strategic oversight, direction and management for the Project. It will ensure that the Key Objectives are being met and that the Project is performing. The Programme Board consists of representatives from each of the parties. The core Programme Board members are:

5.5 The Project Board shall meet every two weeks and the Programme Board shall meet monthly.

5.6 Project reports to the Programme Board shall be undertaken at two levels:

5.6.1 Programme Board: Minutes and actions will be recorded for each Programme Board meeting. Any additional reporting requirement

shall be at the discretion of the Programme Board. Project Board: each member responsible for recording actions assigned to them at meetings and reporting back to the group.

- 5.6.2 Organisational: the Programme Board members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Programme Board before being issued.

6. Roles and responsibilities

- 6.1 The Council shall undertake Lead roles and responsibilities in relation to the following to deliver the Project:

6.1.1 preparation of the external funding bids.

6.1.2 preparation of the programme of activities associated with the Project.

- 6.2 For the purpose of clause 6.1 above: "Lead" means the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Key Objectives and Principles at all times.

- 6.3 UCS will have the opportunity in a timely manner to review and provide input to the Lead before they take a final decision on any activity. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

- 6.4 Within three months of the date of this MoU the Council shall develop a delivery plan for the Project which shall identify the following:

6.4.1 the key milestones for the delivery the Key Objectives;

6.4.2 what employees (other than employees identified in this MoU) will be required to work on the project;

6.4.3 whether any staff will need to be seconded from one party to the other;

6.4.4 what staff will require access to the premises of the other party;

Such delivery plan must be approved by the Programme Board prior to being implemented.

7. Escalation

- 7.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Programme Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Programme Board within ten working days, the matter shall immediately be referred to the Provost of UCS and the Chief Executive of the Council for their joint consideration.
- 7.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Programme Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Programme Board (or its nominated representatives).

8. Intellectual Property

- 8.1 The parties intend that any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party noted in clause 6 above for the part of the project that the intellectual property right relates to).
- 8.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 8.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

9 Term and termination

- 9.1 This MoU shall commence on the date of signature by both parties, and shall expire on completion of the Project.
- 9.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.

10. Variation

This MoU, including the Annexes, may only be varied by written agreement of the parties.

11. Charges and liabilities

11.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

11.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

12. Status

12.1 Save for the provisions of clauses 7, 8, 9, 10, 11, 13 and this clause 12 (which shall be legally binding) This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

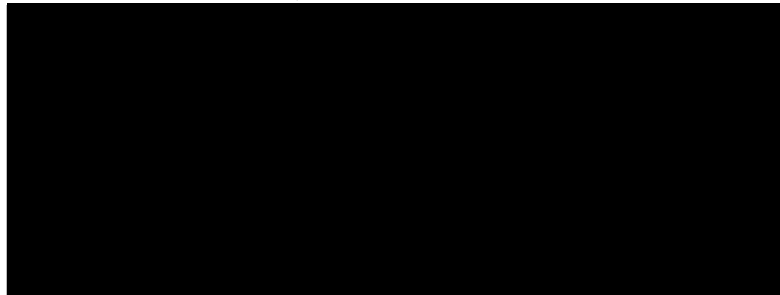
12.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

13. Governing law and jurisdiction

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 7, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNED for and on
behalf of the **Council**

SIGNED for and on
behalf of **UCS**



Annex A

The Project

The parties intend to work together to develop a new heritage facility (with the working title "The Hold", hereinafter referred to as the Facility). The proposed Facility, situated on the UCS North Campus, will be a shared heritage, research and teaching facility for the parties (the Facility). The Facility will replace elements of the Suffolk Record Office estate and provide essential archive storage capacity. The Facility will also incorporate teaching facilities; including a 200 seat auditorium and seminar rooms. The Facility will be for the benefit of both parties, their students and customers. The parties intend to bid for external funding to be able to design and build the facility and deliver an associated programme of community engagement activities (the "Activity Plan") that will extend beyond the opening of the new building.

The parties commit to the project's vision to widen heritage-related engagement and participation amongst stakeholders and audiences at local, regional, national and international levels. The Project will be delivered by bringing together existing resources and pursuing investments from a portfolio of funding sources.

The Key Objectives

1. In order to deliver the Project in line with the vision expressed at 2 above, the parties will
 - i. Work together on an integrated programme of events, exhibitions (including community and student-driven displays) and other audience engagement activities within the Facility
 - ii. Provide an integrated means of access to the collections at the Facility, comprising consistent branding and identity, marketing, communications, catalogues, leaflets etc.
 - iii. Extend heritage outreach to Suffolk's communities by collaborating on the development and delivery of the Project's "Activity Plan", including (but not limited to) the "Mapping Suffolk's Stories" project
 - iv. Collaborate and share expertise to develop new resources for schools based on the collections and linked to the curriculum
 - v. Collaborate to identify potential funding sources for the Facility and its associated programme of activities
2. In support of these objectives, the Council will
 - vi. act as Lead Applicant in submitting and seeking approval of a funding application to the Heritage Lottery Fund
 - vii. lead on the development and implementation of a Fundraising Plan for the Project, identifying a portfolio of funding sources,

including grant-making bodies, private donors and community and corporate fundraising activities

in order to secure funds to design and build the Facility and to deliver the Activity Plan associated with the Facility.

3. The parties will agree the necessary legal documents for the construction and subsequent use of the Facility. The principles of the operation of the Facility will be formalised and detailed further in a Development Agreement.

Project timetable

Task	Deadline
Submit Stage 1 application to HLF	1 December 2015
Receive HLF Stage 1 decision	30 April 2016
Commence Project Development Stage	31 May 2016
Procure Design Team	31 August 2016
Consultations and pre-planning submissions	30 November 2016
Planning application	31 March 2017
Stage 2 documentation signed off by parties	31 March 2017
Submit Stage 2 application to HLF	30 April 2017
Receive HLF Stage 2 decision	31 July 2017
Commence Project Delivery Stage	30 August 2017
Procure Contractor	1 December 2017
Mobilisation, demolition, construction, landscaping	1 July 2019
Handover, fit out:	1 July 2020
- Occupation/soft opening	September 2019
- Grand public opening	March - May 2020
Conclude Project Activity Plan	31 May 2021

Branding

The parties agree that all communications will refer to the Facility as "The Hold", as a working title. The final name for the Facility will be considered during the Project's development phase and will form part of the branding work that reflects the parties' vision for integrating heritage with education and community engagement. "The Hold" is an interim brand that will be used to help generate interest and excitement in the Project.

