

**Growth Board Memorandum of understanding regarding information disclosure**

BETWEEN

- (1) WEST OXFORDSHIRE DISTRICT COUNCIL
- (2) OXFORDSHIRE COUNTY COUNCIL
- (3) OXFORD CITY COUNCIL
- (4) VALE OF WHITE HORSE DISTRICT COUNCIL
- (5) SOUTH OXFORDSHIRE DISTRICT COUNCIL

and

- (6) CHERWELL DISTRICT COUNCIL

(collectively “the Councils” and each of which is a “Council”)

- A) The Councils have formed a joint committee known as the Growth Board. The Growth Board have agreed to undertake and participate in a joint post-SHMA strategic work programme as annexed (“the Programme”) the intention being to plan for the delivery of the entirety of the objectively assessed housing needs of Oxfordshire. The Councils acknowledge that an essential part of that process is the sharing of information, in order to effectively deliver the Programme. The Councils commit to work positively together in pursuit of this objective and in the spirit of co-operation. Subject to the following provisions of this Memorandum of Understanding, each Council agrees not to unilaterally disclose any information identified by any Council as sensitive unless required by law without giving notice of at least 14 calendar days to the Council or Councils who provided the sensitive information. No sensitive information will be disclosed without full consideration having been given to any objection made to its disclosure.
- B) The Councils appreciate that the Programme will be a matter of significant public interest and, being public authorities, that they are subject to the provisions of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 together with the publicity requirements applicable to a joint committee under Part VA of the Local Government Act 1972 and have entered into this memorandum of understanding to set out a common approach to the discharge of those obligations.
- C) Papers relevant to meetings of the Growth Board will be placed into the public domain in the normal way by the local authority with administrative control of that joint committee in compliance with s100A to 100K (and Schedule 12A) of the Local Government Act 1972. In accordance with those provisions confidential information as defined in that Act will not be disclosed. Exempt information as defined in that Act may or may not be disclosed. It is

acknowledged that under these provisions information is exempt if the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

- D) It is acknowledged that the Programme will contain environmental information within the meaning of both the Environmental Information Regulations and the Environmental Information Directive. It is also appreciated that however a request for information is presented, if it is capable of constituting both a request under the Environmental Information Regulations and the Freedom of Information Act, the Information Commissioner is of the view that such a request should be treated as an Environmental Information Regulations request.
- E) Should there be either a FOI or an EIR request in relation to the Programme the receiving Council will notify each of the other Councils by email to the members of the Executive Officers Group and the Post-SHMA Programme Manager at the earliest opportunity. Subject to compliance with statutory time limits the receiving body will consider all representations (which shall also be made at the earliest opportunity) received in discharging its statutory obligations.
- F) In responding to such a request the receiving Council shall diligently consider whether or not any request is validly made and capable of requiring disclosure. If so it shall proceed to diligently consider whether an exemption is applicable. The Councils will have particular regard to the EIR exemption which deals with material “which is still in the course of completion, to unfinished documents or to incomplete data” and to the FOI exemptions which deal with information intended for future publication and information which forms part of a programme of research.
- G) In the event of a disclosure of information in response to a request under the Environmental Information Regulations or the Freedom of Information Act the disclosing body shall notify all other Councils immediately and shall provide a full explanation of its decision making process on request.
- H) The Councils agree that nothing in this Memorandum of Understanding shall prevent disclosure of sensitive information to third parties when necessary for the performance of the Programme provided that such third parties are subject to an obligation to keep the sensitive information confidential and to only use it for the purposes of their role within the Programme.
- I) The provisions of this Memorandum of Understanding shall continue in force until the Growth Board comes to an agreement on the distribution of the unmet need when this Memorandum shall be reviewed and the Councils shall agree whether the Memorandum should continue or be terminated.

- J) In the event that the Growth Board does not come to an agreement on the distribution of the unmet need within six months from the date of this Memorandum of Understanding, the Councils shall review the operation of this Memorandum.
- K) This Memorandum of Understanding is not intended to be legally binding and no legal obligations or legal rights shall arise between the parties from this Memorandum of Understanding. The Councils enter into this Memorandum of Understanding intending to honour all their obligations.

Signed on behalf of each Council –

Dated -