

**SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL**

**and**

**CAMBRIDGE CITY COUNCIL**

**and**

**CAMBRIDGESHIRE COUNTY COUNCIL**

**and**

**CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST**

**and**

**PEMBERTON FAMILY/TRUST**

**and**

**PROLOGIS UK Ltd**

**and**

**CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**

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**Memorandum of Understanding**

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## **1. INTRODUCTION**

- 1.1. This memorandum of understanding ('MoU') sets out the terms and understanding between South Cambridgeshire District and Cambridge City Councils (through the Greater Cambridge Shared Planning service ('GCSP')), Cambridgeshire County Council ('CCC')<sup>1</sup>, Cambridge University Hospitals NHS Foundation Trust ('CUH'), the Pemberton Family/Trust (the Pembertons), Prologis and, the Chancellor Masters and Scholars of the University of Cambridge ('UoC') in relation to the way in which the parties can engage to examine issues regarding the proposed redevelopment of land at and adjacent to Addenbrooke's Hospital and Cambridge Biomedical Campus, hereafter known as the 'Campus'.

## **2. BACKGROUND AND PURPOSE**

- 2.1. In 2021, CBC Limited published the 'Cambridge Biomedical Campus Vision 2050: Creating a life sciences quarter for Cambridge', which set out the growth aspirations for the Campus up to 2050. It identified a need for a greater provision of life sciences floorspace of all types at the Campus; but also the need for supporting uses, housing and infrastructure interventions "to develop the Campus to become the best place in the world to work in health and life sciences."
- 2.2. In late 2021, GCSP published the Regulation 18 Greater Cambridge Local Plan First Proposals ("the First Proposals"). The First Proposals advise that GCSP consider that there may be exceptional circumstances that would justify the allocation of land to the south of the Campus "to meet the long-term needs of the Campus", subject to a number of criteria (Policy S/CBC).
- 2.3. The First Proposals identify the proposed policy direction for the existing Campus (labelled S/CBC/M15), an area of land that was allocated in the South Cambridgeshire District Council 2018 Local Plan (labelled S/CBC/E2) to extend the Campus, and an area for possible future further expansion of the Campus (labelled S/CBC/A) (the 'Expansion Land'). Additionally, a large area encompassing these sites and extending south and west towards White Hill is identified as a Proposed Area of Major Change ("the PAMC") where significant enhancement of the Green Belt is proposed as one of the conditions for the release of the Expansion Land. See appendix 1 showing these areas.
- 2.4. Accordingly, a masterplanning and technical exercise to inform the Local Plan allocation (of both the existing Campus, the Expansion Land and the PAMC) and to understand the potential development capacity and future uses at the Campus and on the Expansion Land/PAMC has been identified as the next step. This will aid GCSP in understanding more about the deliverability and need for the proposed Expansion Land and PAMC allocation and will help inform the policy wording in the draft (Regulation 18) Local Plan.

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<sup>1</sup> CCC is participating in its capacity as a landowner only. The MoU will not fetter CCC in exercising its statutory duties in relation to the Campus or the Local Plan process.

### **3. PURPOSE**

- 3.1. This MoU records joint working arrangements between GCSP and CCC, CUH, the Pembertons, Prologis and UoC (working together as the 'Landowner Collaboration Group, or LCG) on work that may inform the development of the draft policies for the Campus and the possible Expansion Land and the PAMC in the draft Greater Cambridge Local Plan.
- 3.2. Subject to paragraph 6.4 below, the purpose of this MoU is to facilitate effective co-operation and communication to support the parties' shared aim of facilitating the delivery of the future of the Campus. In the shorter term its aim is:
- a) For the LCG team, to provide confidence to GCSP that the proposals for future development of the Campus are compatible with planning policy through the preparation of masterplanning and technical evidence,
  - b) For GCSP, to develop a sound and deliverable allocation for the Campus in the emerging Local Plan, informed by evidence supplied by the LCG team where appropriate. This includes the effective exploration of whether exceptional circumstances exist to underpin a future expanded allocation to include land beyond the existing campus (the Expansion Land and the PAMC). The advice given by officers is without prejudice to the inclusion/non-inclusion of land beyond the existing Campus.
- 3.3. The scope of work addressed by this MoU is influenced by the published S/CBC policy wording. It includes:
- Evidence regarding the needs of the Campus and the balance between different uses,
  - Design parameters for the Campus and Expansion Land, including a review of the existing Campus and capacity testing for both the Campus and Expansion Land,
  - Principles for Green Belt enhancement and landscape within the PAMC,
  - Technical constraints studies to understand flooding, ecology and other constraints across the Campus and Expansion Land and identify necessary mitigation measures required (including within the PAMC) to inform a sound allocation,
  - The approach to transport feasibility and trip budgets.
  - Mechanisms to provide assurance over deliverability of the campus masterplan.

### **4. AGREED ACTIVITIES AND OBJECTIVES**

- 4.1. To guide the preparation and testing of evidence under this MoU:
- a) GCSP will advise on the issues identified in relation to CBC and the S/CBC policy proposal and on what evidence is necessary to justify any future allocation (of the Expansion Land and the PAMC) in the emerging Local Plan;
  - b) GCSP will provide feedback on the evidence submitted by the LCG team;
    - i. The LCG team will produce the relevant evidence required to address outstanding issues following that feedback;
    - ii. GCSP will provide feedback as GCSP prepares the draft Local Plan;
    - iii. GCSP may instruct external consultants to independently verify evidence prepared by the LCG Team prior to relying on it (reasonable costs to be sought from the LCG team having been agreed in advance); and

- iv. GCSP, where appropriate, will prepare its own evidence base documents which may be shared with the LCG team for information purposes where relevant to CBC.

4.2. To guide this, the following high-level topics are to be considered:

- Vision, aims and key site wide principles;
- site constraints/opportunities;
- development assumptions, land use and site capacity;
- green belt enhancement principles and approach;
- landscape, biodiversity, drainage and green infrastructure framework;
- deliverability;
- access and movement strategy and approach to trip budgets; and
- case for expansion

4.3. The parties will maintain an outline programme of work for future engagement in relation to the proposed allocation within the emerging Greater Cambridge Local Plan (including any potential expansion of the Campus), which will guide the ordering of discussions and the preparation of evidence. This will be kept under review according to progress.

4.4. In undertaking the above activities, the LCG team and GCSP agree to:

- a) Work collaboratively, acting in good faith to explore the opportunities available at the Campus and the potential for exceptional circumstances to justify further expansion of the Campus into the green belt in the Expansion Land and PAMC, having regard to NPPF and local Development Plan policy;
- b) Work under an agreed governance arrangement (as set out at Section 5 of this MOU) and to meet regularly to report on progress;
  - i. Facilitate the involvement of other service areas from across the relevant Local Authorities as well as other organisations where required, including the Greater Cambridge Partnership and key statutory consultees;
  - ii. Work in a transparent and consistent manner, in order that outcomes can be anticipated, defined and understood, whilst respecting each other's interests, due processes and confidentiality (noting that information held by GCSP is subject to normal rules regarding information governance including the requirements of the Freedom of Information Act and the Environmental Information Regulations);
  - iii. Share relevant non-confidential consultancy advice obtained by either party, reaching agreement on sharing appropriate information in a prompt and proactive way;
  - iv. Utilise respective expertise to ensure they provide best value in delivering the Activities and Objectives of this MoU. GCSP and the LCG Team understand the requirement to be flexible and adaptable, and therefore will commit to be in constant review of the Activities and Objectives;
  - v. Provide appropriate resource in order that the Activities and Objectives of this MoU can be progressed in line with the indicative programme and timescales set out in this MoU but also in the milestones to be agreed, including providing timely feedback as set out in Section 7 of this MOU; and
  - vi. Agree on defined 'milestones' in relation to the activities included within this MOU, which will remain fixed unless otherwise agreed by all parties.

## **5. FORMAT OF GOVERNANCE**

- 5.1. Work will be co-ordinated by Quod (as advisors to the LCG Team). Meetings will be attended by the LCG Team and GCSP, supported by technical consultants and other relevant Local Authority teams where appropriate.
- 5.2. The meetings will provide an update on the progression of work by both the LCG Team and GCSP. These meetings will cover the anticipated topics set out at Section 4.2 and will bring together the emerging work from the LCG Team and the GCSP's aims for the Campus and its potential expansion. A note of actions and issues will be captured by GCSP within an Actions and Issues Log, whilst the key discussion points/Minutes will be captured by the LCG Team and agreed by attendees following each meeting. The Actions and Issues Log and the Minutes will be circulated following each meeting in a timely manner.
- 5.3. The purpose of these technical working groups is to communicate, share information and provide regular updates and feedback on key issues. It will be the role of the LCG Team to bring draft evidence and strategies to the meetings and the role of the GCSP representatives to test that material and provide feedback.

## **6. STATUS**

- 6.1. This MoU does not constitute a legally binding contract, nor is it intended in any way to prejudge GCSP's decision as to the content or wording of emerging development plan policy or supplementary guidance, influence the determination of any future planning application(s) by GCSP, nor affect GCSP's impartiality or their discretion as local planning authorities in any way. Rather, it is a memorandum of understanding between GCSP and the LCG Team about a process of joint working in which GCSP's impartiality and public duty is respected absolutely.
- 6.2. CCC's participation in the process is as a landowner only. This MoU will not fetter the involvement of the GCSP nor CCC in exercising their statutory duties, including but not limited to, their duties relating to planning, flooding, transport and highways, where engagement directly with GCSP may be required.
- 6.3. GCSP agree to support engagement of other organisations where required, including the Greater Cambridge Partnership, Cambridgeshire County Council (in their other roles other than as landowner), other key statutory consultees and those who have an interest in the promotion of the Campus. It is intended between the parties that:
  - a) Greater Cambridge Partnership should participate (where possible) in all relevant discussions in order to ensure that proposals for the development of the Campus are complementary to the development of a high-quality public transport scheme for Cambridge East, and vice versa; and
  - b) Cambridgeshire County Council should participate (where possible) in all discussions relevant to its roles. In doing so it may secure costs directly using its agreed charging model.

- 6.4. Decisions relating to the allocation, or otherwise, of sites in the emerging Greater Cambridge Local Plan, and the wider policies of the Plan, will be taken by the Local Planning Authorities in accordance with the legal obligations of the Councils and the requirements of the National Planning Policy Framework and will be subject to an independent Examination in Public in the usual way. The existence of this MoU to work collaboratively to develop technical evidence should not be taken to imply any pre-determination of the soundness of any future allocation and the MoU is not the forum for discussion as to the soundness of any allocation or other policies in the Local Plan. A decision on whether to allocate land (the Expansion Land and/or the PAMC) within the Green Belt has not been taken by the Council's at this stage. As such, the LCG Team and GCSP recognises that they are working at risk in developing proposals and entering into this MoU in advance of an adopted allocation.
- 6.5. This MoU shall become effective (but not legally binding) upon signature by the parties and will remain in effect up to the submission of the Local Plan, or until terminated by any one of the parties (following a meeting between the parties to seek to resolve any circumstance or dispute which has arisen necessitating termination) or modified by agreement with the parties.
- 6.6. GCSP pre-application advice is outside the scope of this MoU and will be agreed via a separate Planning Performance Agreement in the event that the LCG Team wish to progress pre-application work alongside development of the Local Plan, reflecting that the existing Campus is addressed by adopted local plan policies and is subject to ongoing development proposals. As such work under this MoU and work committed to through a separate PPA could be progressed concurrently.
- 6.7. Notwithstanding, there is a shared understanding between the parties that the work carried out under this MoU will be used to support planning applications at the Campus on land that is already allocated under E2 of the SCDC Local Plan and M15 of the Cambridge City Local Plan (including the Cambridge Cancer Research Hospital), in terms of providing the wider future policy context, an emerging vision, spatial framework, key strategies and technical evidence. The work programme and priorities will take into account the information needed to support current planning applications as far as possible. The LCG Team will engage with the various third-party project teams for current planning applications in terms of sharing information and meeting key milestones where possible. Information prepared in support of this work, including technical evidence, will be made publicly available to support current planning applications where possible and appropriate.
- 6.8. Once signed, this MOU will be made publicly available, respecting the shared aim of a transparent joint working arrangements.

## **7. INFORMATION SHARING AND FEEDBACK**

- 7.1. In order for GCSP to provide a comprehensive and coordinated response, the LCG Team will ensure that any information submitted is comprehensive and submitted within agreed timescales. Failure to submit information in time and to the required standard is likely to result in GCSP being unable to respond within the proposed time periods set out in this

MoU. To allow for the GCSP team to review information in advance of any meeting, information is required at least five working days prior to any meeting.

7.2. Response periods from GCSP will be as follows:

- a) Verbal response at the meeting. However, where contentious or particularly complex issues are considered and there is a need for local authority officers to take senior officer soundings, these will be highlighted at the meetings.
- b) Written response will be provided within 10 working days of the meeting in relation to those matters restricted to internal officer inputs, unless otherwise agreed.
- c) Any complex issues / and or inputs required from external consultees will be addressed with identified timescales for resolution, which will be defined and agreed in the meetings. Officers will use their best endeavours to secure and maintain the timely response of external consultees, but ultimately cannot be held responsible for any failure on their part to undertake prompt consideration of material.

7.3. Feedback may be requested by the LCG Team between meetings. Where appropriate officers will endeavour to respond in a timely manner.

## **8. CHARGING PRINCIPLES**

- 8.1. GCSP will not be charging the LCG Team for officer time spent on activities covered by this MOU as it is not appropriate for the Councils to charge the LCG Team for officer time on work that may inform policy development. However, the Councils will seek to recover full or partial costs from the LCG Team on activity v. under paragraph 4.4(b): independent assessment and verification of completed evidence to determine the weight that can be attached to the work as GCSP prepares the first draft Local Plan. Such costs will be negotiated and agreed with the LCG Team in advance of instruction.

## 9. SIGNATURES

SOUTH CAMBRIDGESHIRE DISTRICT AND CAMBRIDGE CITY COUNCIL (GREATER CAMBRIDGE SHARED PLANNING SERVICE)

NAME: Stephen Kelly

SIGNATURE: 

CAMBRIDGESHIRE COUNTY COUNCIL

NAME: Michael Hudson

SIGNATURE: 

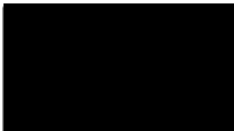
CAMBRIDGE UNIVERSITY HOSPITALS NHS FOUNDATION TRUST

NAME: Mrs Carin Charlton

SIGNATURE: 

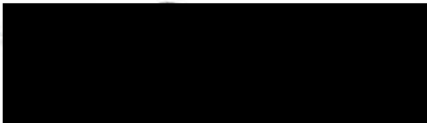
PEMBERTON FAMILY TRUST NAME:

Jeremy Pemberton

SIGNATURE: 

PROLOGIS

NAME: ANDREW BLEVINS

SIGNATURE: 

CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE

NAME: Graham Matthews

SIGNATURE: 

## Policy S/CBC Cambridge Biomedical Campus (including Addenbrooke's Hospital)

