

THIS MEMORANDUM OF AGREEMENT is made the
day of 2011

BETWEEN

- (1) Defra, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6NB
 - (2) [] of [] (**“Host Authority”**).
 - (3) [] of [] (**“Local Authority name”**)
 - (4) [] of [] (**“Local Authority name”**)
 - (5) [] of [] (**“Local Authority name”**)
- (**“the Parties”**)

IT IS AGREED as follows:

WHEREAS

- (A) This Agreement provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000 including the operation and management of an AONB Partnership (**“the Partnership”**), a Staff Unit to act on behalf of the Partnership and the publishing, reviewing and monitoring of the Management Plan.
- (B) This Agreement also sets out a shared vision for and commitment to AONB management by all Parties to the Agreement. It outlines the expectations on all Parties to achieve this vision, including a local reflection of the national tri-partite agreement between Defra, Natural England and the National Association for Areas for Outstanding Natural Beauty (**“NAAONB”**)
- (C) This Agreement is intended to bind partners to give medium term security, matching Defra’s commitment to a AONB funding programme over a 4 year CSR period.

NOW IT IS AGREED as follows

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

- | | |
|-------------------------------|---|
| “AONB” | means an Area of Outstanding Natural Beauty |
| “the Partnership” | means AONB Partnership comprising of the organisations listed in Schedule 1 |
| “Funding Partners” | means the following Local Authority Funding Partners namely [insert names] referred to in this Agreement as the “Local Authority Funding Partners” and Defra |
| “Non-Funding Partners” | means the organisations listed in Schedule 3 |
| “the Term” | means the period of four years to include years 2011/12, 2012/13, 2013/14 and 2014/15 |
| “Eligible Costs” | means those costs listed in clause 8 |
| “Management Plan” | means the AONB Management Plan that the local authorities have a statutory duty under the Countryside and Rights of Way Act 2000 to produce and review in relation to any AONBs in their area |

“Annual Business Plan”	means the Partnership business plan which sets out the work to be undertaken in line with the Management Plan for the financial year(s) in question
“the Host Authority”	means the local authority responsible for the Partnership’s finances and employment of AONB staff
“the Parties”	means any Party to this Agreement individually and “Parties” refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;
“Staff Unit”	means the unit established by the Host Authority employing all and any staff engaged in the work of the Partnership, including the Core Staff;
“Core Staff”	means the staff funded by the budget detailed in clause 7 for the purposes of the core functions listed in Schedule 2 but does not include or cover new posts established through externally funded projects.
“Sustainable Development Fund”	means a funding programme to aid the achievement of AONB purposes by encouraging individuals, community groups and businesses to co-operate together to develop practical and sustainable solutions to the management of their activities

- 1.2 In this Agreement where the context requires:
- 1.2.1 the masculine gender includes the feminine and the neuter and the singular includes the plural and vice versa;
 - 1.2.2 references to any statute, enactment, order, regulation or other legislative instrument include any amendment to the same by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;
 - 1.2.3 a reference to a person shall include a reference to any individual, company, or other legal entity;
 - 1.2.4 references to clauses and Schedules are, unless otherwise stated, references to clauses in and Schedules to this Agreement;
 - 1.2.5 headings are provided for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement.
- 1.3 Subject to clause 1.4 the Schedules form an integral part of this Agreement.
- 1.4 In the event of any conflict between the provisions of this Agreement and the provisions in the Schedules the provisions of this Agreement shall prevail and for the purposes of this clause 1.4 only the term "Agreement" shall not include the Schedules.

2. Shared Vision

Working together to ensure that the natural beauty of AONBs is conserved, enhanced and promoted for the benefit of all; valuing the contribution of each AONB and the network as a whole to the protection of our finest landscapes; supporting local action and national collaboration; recognising and meeting the challenges for the future. AONBs are seen as functioning landscapes and exemplars of coherent and resilient ecological networks which can deliver wider benefits for society.

- 2.1 The Parties to this Agreement believe that:
- 2.1.1 AONB management structures should be strongly supported by partners and relevant authorities.¹
 - 2.1.2 the statutory requirement to produce Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.
 - 2.1.3 security of funding and flexibility of funding for AONBs will deliver better outcomes.
 - 2.1.4 there should be a “can do” culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.
 - 2.1.5 monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base.
 - 2.1.6 opportunities should be taken to maximise the synergies between the outcomes of the Management Plan with the plans of other Parties, and of the wider Protected Landscape network.

3. Duration

This Agreement will run for the Term unless terminated earlier in accordance with the provisions of clause 11 or alternatively at the end of the Term the Agreement may be extended for a further Term with the written agreement of the Parties.

4. Partnership Roles, Responsibilities and Structure

4.1 The Partnership

- 4.1.1 The Partnership was formed on []
- 4.1.2 The Partnership membership, terms of reference, structure and operation is set out in Schedule 1.

4.2 The Staff Unit

- 4.2.1 The purpose and objectives of the Partnership will be assisted by the employment of a Staff Unit to act on its behalf. Part 1 of Schedule 2 shows

¹ As defined by S85 of CROW Act - relevant authority includes government departments, Natural England included, and public sector as well as statutory undertakers

Core Staff and non-Core staff. The Staff Unit will coordinate, champion, act as a focus and bring bodies together for action, and bid for funds. The Staff Unit will carry out the core functions set out in part 2 of Schedule 2.

4.2.2 The Staff Unit will work for the whole Partnership and have its own identity. Activities will be delivered under the identity of the Partnership, rather than that of the Host Authority or individual Parties.

4.2.3 A degree of independence for the Partnership from the Host Authority will be necessary, particularly when the Partnership is consulted by or is required to make comments and provide advice on schemes and activities of its constituent Local Authorities.

4.3 The Host Authority

The Host Authority will be responsible for exercising its duties in relation to the Countryside and Rights of Way Act 2000, and for line managing the AONB Manager, acting as employer of the staff employed as part of the Staff Unit, providing human resources and IT support and exercising responsibility for the financial management of the Partnership in accordance with clause 8.

4.4 Local Authority Funding Partners

The Local Authority Funding Partners will be responsible for exercising their duties in relation to the Countryside and Rights of Way Act 2000, and for:

4.4.1 contributing to the costs of the Partnership in accordance with clause 10.

4.4.2 working with the Host Authority, Defra and Natural England in relation to the management of the AONB.

4.4.3 providing a recognised lead officer and contact who will be involved in the management of the Staff Unit, the Management Plan process and Partnership activity; and

4.4.4 working with local government members to promote the role and value of AONBs to society and our natural environment.

4.5 Non-Funding Partners

The Non-Funding Partners will be requested to assist the Host Authority, Defra, Natural England and the Funding Partners in managing the AONB by providing

advice and guidance in their specific areas of expertise and contribute to the delivery of the Management Plan.

4.6 Defra

Defra will be responsible for exercising its duties in relation to the Countryside and Rights of Way Act 2000, and for:

- 4.6.1 contributing to the costs of the Partnership in accordance with clause 9;
- 4.6.2 working to the principles set out in the tri-partite Memorandum of Understanding between Defra, Natural England and the NAAONB, a copy of which is annexed to this Agreement
- 4.6.3 supporting the work of the Partnership
- 4.6.4 working across Government and with national organisations to promote the role and value of AONBs to society and our natural environment.

5. Employment of a Staff Unit

- 5.1 An AONB Staff Unit will be established by the Host Authority. Details of the Staff Unit are more particularly described in part 1 of Schedule 2.

5.2. AONB Manager

- 5.2.1 An AONB Manager will be employed at a senior level to act as a respected advocate for, and champion of the AONB. The AONB Manager will be given authority to work with key partners at a senior level, for example Chief Executives, lead Planning Officers, key committees and Local Authority members
- 5.2.2 The line management of the AONB Manager for day to day purposes will be through the Host Authority.

5.3 Other AONB Staff

- 5.3.1 Other AONB staff, forming part of the Staff Unit, will be employed on behalf of the Partnership to take forward the Annual Business Plan and Management Plan.
- 5.3.2 AONB staff will report to the AONB Manager and will work to a programme agreed by the Partnership against which progress will be monitored.

6. Redundancy

- 6.1 Any redundancy payments legally due to AONB Core Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met by the Parties according to the following principles:
- 6.1.1 Subject to sub-clauses 6.1.2 – 6.1.5 below, Defra shall indemnify and keep indemnified the Host Authority against any redundancy payments that the Host Authority makes to AONB Core Staff provided:
- (i) the post holder's entitlement to the said payment arises as a result of termination or cessation of this Agreement and the withdrawal of funding by Defra, except where the termination or cessation is as a result of the Host Authority's default under this Agreement; and
 - (ii) that the Host Authority has used its best endeavours to redeploy the post holder internally and to the extent that is legally able to do so with other Local Authority Funding Partners prior to making them redundant;
- 6.1.2 If a redundancy is caused by a Party other than Defra withdrawing from this Agreement, that Party will be liable for the full costs of redundancy.
- 6.1.3 If a redundancy is a consequence of a unanimous decision by the Parties then all Parties will be liable for the redundancy costs with the costs being split pro rata each Parties contribution.
- 6.1.4 For the avoidance of doubt the Parties acknowledge that a reduction in funds is not the equivalent of, and does not amount to, a withdrawal of funds for the purposes of this Agreement.
- 6.1.5 Provided always that Defra's liabilities in respect of redundancy costs shall be limited as follows to an overall cap which will be no more than the total grant monies paid to the Host Authority in the previous grant year.

7. Financial and Administrative arrangements.

- 7.1 The income and expenditure of the Partnership will be met in the first instance by the Host Authority which will be responsible for the exercise of proper financial control and for collecting contributions from Defra and the Local Authority Funding Partners as detailed in clauses 9 and 10.

7.2 The details of the budget will be agreed annually by the Partnership's Funding Partners and an appropriate grant application submitted to Defra.

7.3 The Host Authority will be responsible for submitting the annual AONB financial contribution application to Defra in accordance with any guidance issued by Defra by 31st December in any year.

7.4 Defra's contribution shall be paid in arrears to the Host Authority on receipt of an agreed claim and in accordance with guidance issued by Defra.

7.5 The Local Authority Funding Partners will:

7.5.1 make annual contributions in accordance with the provisions of clause 10

7.5.2 commit to providing 4 year funding as set out in clause 10.

7.6 Defra will:

7.6.1 make annual financial contributions to support the work of the Partnership to be made in line with the single pot contribution set out in clause 9

7.6.2 commit to providing 4 year funding as set out in clause 9.

8. Eligible Costs for core functions

8.1 Eligible Costs shall include:

- i) staff salaries, employers' national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with Host Authority conditions of service;
- ii) accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
- iii) office support services to include but not limited to financial and legal support, IT support and property services;
- iv) pay awards and inflationary increases;
- v) maternity pay;
- vi) training;
- vii) travel and subsistence expenses;
- (viii) any redundancy payment due to a post holder employed by the Host Authority exclusively for the purposes of the Partnership and where the

post holder's entitlement to the said payment arises in circumstances envisaged in clause 6;

- (ix) a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, events;
- (x) costs of establishing and running the AONB partnership;
- (xi) costs associated with the production of the Management Plan;
- (xii) advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs;
- (xiii) other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2

9. Defra Funding

- 9.1 Defra will make a contribution to the Partnership as set out in sub-clauses 9.2, 9.3 and 9.4. For years 2 - 4 (2012/13 – 2014/15) the figures are indicative allocations which are provided now in order to assist with long-term financial planning and will be confirmed as soon as possible. This is because experience from previous spending reviews suggests that these allocations can change over the spending review period, especially given the current tight financial circumstances.
- 9.2 The total grant allocation for the first year of the Term from Defra is [£]
- 9.3 The indicative total grant allocation for the second year of the Term from Defra is [£]
- 9.4 The indicative total grant allocation for the third year of the Term from Defra is [£]
- 9.5 The indicative total grant allocation for the fourth year of the Term from Defra is [£]
- 9.6 This four year settlement will be based on the current AONB funding formula. However the formula will be reviewed and may be subject to change during this Term.
- 9.7 This grant will be used towards Eligible Costs listed in sub clause 8.1, the provision of a Sustainable Development Fund and project activity in the context of a single pot [Schedule x] to achieve the outcomes set out in the Management Plan and the Annual Business Plan.

10 The Local Authority Funding Partners' Funding

10.1 The Local Authority Funding Partners will contribute to the Eligible Costs as set in the table below (years 2012/13 – 2014/15 are indicative):

<u>Organisation</u>	<u>FY 2011/12</u>	<u>FY 2012/13</u>	<u>FY 2013/14</u>	<u>FY 2014/15</u>
The Host Authority	£	£	£	£
Funding Partner (1)	£	£	£	£
Funding Partner (2)	£	£	£	£
Funding Partner (3)	£	£	£	£

10.2 The Local Authority Funding Partners contribution (including Host Authority) will equal at least 25% of Eligible Costs for core functions listed in sub clause 8.1 in any one year. The contribution will be paid to the Host Authority on the [insert date] in each year.

11 Termination

11.1 Without prejudice to the obligations of the other Parties to each other under this Agreement, which unless otherwise agreed continue, a Party may, by giving not less than one year's written notice, terminate its participation in this Agreement setting out the reasons for termination. A review of the viability of the continuation of the Partnership will be carried out by the remaining Parties.

11.2 If a Party withdraws from the Agreement in accordance with clause 11.1 the remaining Parties will not be required to take on the responsibility or financial liability of the withdrawing Party. However should the remaining Parties choose to increase their contribution, financial or otherwise, then this will be reflected in an addendum to the Agreement, signed by all the remaining Parties.

For the avoidance of doubt, the withdrawing Party will not be entitled to a return of any contribution made in accordance with clause 9 or 10 for the financial year in which they serve notice of their withdrawal.

- 11.3 The Local Authority Funding Partners and Defra will pay contributions in respect of inescapable contractual commitments (apart from redundancy payments that are subject to clause 6 above) entered into in good faith prior to any party giving notice of termination whether or not such commitments involve expenditure after the date of termination. However, for the avoidance of doubt, the said contractual commitments shall not include contract(s) of employment or an agreement(s) to retain the services of a worker or consultant in relation to the Partnership.
- 11.4 On termination of the Agreement, a statement shall be drawn up of the remaining funds held by the Host Authority pursuant to this Agreement, together with any outstanding liability and once such statement has been agreed between the Parties, the Host Authority shall reimburse the remaining monies to the contributing Parties, pro rata to their initial contributions.

12. Communication

- 12.1 For the purposes of this Agreement the following are lead contacts for each of the Parties contactable at the address given:
- 12.1.1 Defra []
 - 12.1.2 Host Authority []
 - 12.1.3 [Local Authority name] []
 - 12.1.4 [Local Authority name] []
 - 12.1.5 [Local Authority name] []

13. Jurisdiction

- 13.1 All disputes or claims arising out of or in connection with the activities of the parties under this Agreement shall be governed by and construed in accordance with the law of England.

14. Reconciliation of Disagreement

- 14.1 Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:
 - 14.1.1 The dispute shall in the first instance be referred to the relevant Parties' Project Executive officer or manager in the organisation of similar standing for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;
- 14.2 If the dispute cannot be resolved in accordance with 14.1.1 above within ten business days after such referral, or within any other period agreed between the Parties then the dispute shall be referred to the relevant Parties' Legal Advisors for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days;
- 14.3 If the dispute has not been resolved following a referral in accordance with 14.1.2 the Parties shall settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

15. Information

- 15.1 The Parties are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and they shall assist and co-operate with the other Parties as necessary to comply with these requirements.
- 15.2 In responding to a request for information, including information in connection with the Partnership, a Party will use reasonable endeavours to consult with the other Parties. Notwithstanding this the Parties acknowledge that they may be required to disclose information without consultation, or following consultation with the Parties having taken their views into account.
- 15.3 The Parties shall ensure that all information produced in the course of the Partnership or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable a Party to respond to a request for information within the time for compliance and

shall permit the Parties to inspect such records as requested from time to time

- 15.4 All Parties acknowledge that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998 and the Human Rights Act 1998.

16. Variation and Waiver

- 16.1 Any variation of this Agreement shall be in writing and signed by or on behalf of each of the Parties.
- 16.2 No delay by any Party in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

17. Contracts (Rights of Third Parties) Act 1999

- 17.1 The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

Defra

Signed

Date

Position on behalf of the

HOST AUTHORITY

Signed

Date

Position on behalf of

FUNDING PARTNER (1)

Signed

Date

Position on behalf of

FUNDING PARTNER (2)

Signed

Date

Position on behalf of

FUNDING PARTNER (3)

Signed

Date

Position on behalf of

SCHEDULE 1
PARTNERSHIP MEMBERSHIP, TERMS OF REFERENCE, STRUCTURE AND
OPERATION

SCHEDULE 2
PART 1 - STAFF UNIT STRUCTURE

CORE STAFF

xxxxxxxxxx

NON-CORE STAFF

yyyyyyyyyy

PART 2 - STAFF UNIT CORE FUNCTIONS

1. MANAGEMENT PLAN

- 1.1 Developing reviewing, preparing and publishing the AONB vision and the Management Plan
- 1.2 Promoting the AONB vision and Management Plan to help distinguish the AONB from adjacent countryside
- 1.3 Advising upon, facilitating and co-ordinating implementation by others of the Management Plan
- 1.4 Accessing resources for management activities
- 1.5 Developing an involvement by the community in the management of the AONB
- 1.6 Providing a management role to co-ordinate AONB protection through the actions of the AONB unit, the AONB Partnership and other partners at a local and strategic level
- 1.7 Problem solving with the unit acting as co-ordinator and facilitators

2. ADVISORY / ADVOCACY

- 2.1 Advising Local Authorities and other partners on their activities within AONBs, to encourage them to attain the highest possible standards in AONBs
- 2.2 Working with and contributing to the NAAONB activities, sharing advice and best practice nationally and regionally.
- 2.3 Providing landscape related planning advice (to local planning authorities and in conjunction with Natural England as appropriate in line with, and underpinned by protocols)
- 2.4 Financial support for NAAONB
- 2.5 Contribution and support to activity between AONBs and protected landscapes to strengthen the status of the AONBs individually and collectively.

3. MONITORING

- 3.1 To monitor and report on progress against Management Plans and Annual Business Plans to the Partnership.
- 3.2 To provide monitoring and reporting information to Defra in accordance with any guidance issued by Defra

**SCHEDULE 3
NON-FUNDING PARTNERS**

ZZZZZZZZZZZZ

ANNEX 1

**TRI-PARTITE MEMORANDUM OF UNDERSTANDING BETWEEN DEFRA, NATURAL
ENGLAND AND THE NATIONAL ASSOCIATION FOR AONBS**