

Memorandum of Agreement

Agreement for Partners concerning Castle Eden Dene National Nature Reserve

1 April 2007

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A Definitions

'the Agreement'	means this Agreement
'the Partners'	Natural England of The Quadrant, Newburn Riverside, Newcastle upon Tyne Peterlee Town Council of Peterlee of Shotton Hall, Peterlee, Co Durham (hereinafter referred to as the "Town Council") Easington District Council (hereinafter referred to as the "District Council") Durham County Council (hereinafter referred to as the "County Council")
'the Site'	Castle Eden Dene National Nature Reserve
'the Committee'	Castle Eden Dene Joint Management Committee

1 Nature of the Agreement

- 1.1 The Agreement is between Natural England, the Town Council, the District Council and the County Council
- 1.2 The Partners enter into this Agreement in good faith and in the spirit of co-operation in order to achieve common aims.

2 Duration of the Agreement

- 2.1 This Agreement shall take effect on 1st April 2007. It shall remain in force until 31st March 2008 unless further extended in accordance with paragraph 3.5

3 Management arrangements

- 3.1 The management of the NNR will be overseen by a Committee consisting of representatives from each of the Partners.

The Town Council, District Council and County Council shall each have up to three representatives (comprising Members or Officers). Natural England shall be represented on the Committee by up to six officers.

Additional members e.g. specialists, may be co-opted to the Committee as necessary with the joint approval of all Partners.

- 3.2 The Committee will meet every six months (usually April and October) to receive reports on progress on the management of the reserve and to provide advice to Natural England on the management of the Site for the purposes of:

- preserving the flora and fauna and the geological and physiographical features within the reserve.
- Providing opportunities for the study and research of the flora and fauna within the reserve and the physical conditions in which they live and for the study of geological and physiographical features of special interest in the area.
- The education of members of the public and children concerning nature conservation.
- Providing public access in such a way that is compatible with the above purposes.

- 3.3 Natural England will provide an annual report to the Joint Management Committee at the April meetings which details how the financial and staff resources have been utilised over the last year, and how they are intended to be deployed over the coming year.

- 3.4 The Chair of the Committee shall be rotated every two years (every fifth meeting) between Member representatives of the respective Partner Councils.

Natural England shall provide the secretariat for the Committee.

All meetings will be formally minuted.

The Committee shall meet at Oakerside Dene Lodge, Peterlee.

- 3.5 At the end of the Agreement (31st March 2008), the Committee will consider whether the partnership arrangement should continue. All partners must agree to any extension to the Agreement in writing.
- 3.6 Nothing in Section 3 of the Agreement shall remove or undermine the responsibility of Natural England to manage the Site as the owner of the land or under its responsibilities to manage the Site as a nature reserve as defined by Section 15 of the National Parks and Access to the Countryside Act 1949.

4 Funding arrangements

- 4.1 The Site will be funded by the Partners to a total cost of £295,107.75 over the two year period of the Agreement in accordance with the following schedule of partner contributions:

Projected costs	Financial Year 2007/08
Total expenditure	£143,955.00

Partner Contributions	Financial Year 2007/08
Easington District Council	£11,450
Durham County Council	£11,270
Peterlee Town Council	£12,743
Natural England	£108,492

These contributions will be made upon receipt of invoice issued by Natural England.

- 4.2 These funds will be directly used against the employment costs for four members of site staff employed by the Town Council: an Estate Foreman, two Estate Workers and an Education Officer.

These four members of staff will work alongside the Site Manager and Community Liaison Officer (under separate employment from Natural England) to provide the following facilities and services:

- Educational facilities (a dedicated classroom and Education Officer) for use by local schools.
- An extensive programme of educational and recreational events relating to the environment and its care and management.
- Volunteering and life-long learning opportunities.
- Access to an extensive maintained network of footpaths both for informal use by people of a wide range of physical abilities and as a facility for initiatives such as 'Walking your way to Health' groups.
- A sensory garden for quiet relaxation and contemplation.
- Maintenance and management of the nature reserve.

5 Obligations of the Partners

- 5.1 The objective of the Partners is to co-operate and foster the successful management of the Site. The Partners commit themselves to doing everything in their power to facilitate the successful delivery of the associated facilities and services in accordance with the Management Plan for the Site.
- 5.2 The Site will be managed directly by Natural England, in association with the County Council, the District Council and the Town Council.
- 5.3 The Partners recognise that the management of the Site and the delivery of associated facilities and services both enhance the local environment and enrich the quality of life of the surrounding local communities, including the 100,000 visitors to the Site each year.
- 5.4 As such the Site contributes directly to the delivery of objectives within Community Strategies, the 'liveability' agenda under the Sustainable Communities programme and local delivery of the Durham Heritage Coast Project.
- 5.5 The Partners will ensure that appropriate links and supportive working arrangements remain in place between staff at the Site and Durham County Council Countryside Rangers, Durham Heritage Coast staff and local Street Wardens.
- 5.6 The Town Council shall be responsible for the employment of the four members of staff as set out in the agreement between the Town Council and Natural England dated 1 April 2007.
- 5.7 Natural England shall deliver its responsibilities, including those relating to the provision of accommodation and equipment, for the four members of staff as set out in the agreement between the Town Council and Natural England dated 1 April 2007.
- 5.8 Each Partner shall be responsible for any work rendered by that Partner (and any sub contractors). Each Partner shall indemnify and hold harmless other Partners against liabilities, damages and costs resulting from such work.
- 5.9 In the event of costs arising from a legal case successfully brought by an employee against the employing body, costs will be met by Partners in accordance with any apportionment of responsibility identified in the legal proceedings.
- 5.10 Each Partner pledges to release their part of the co-funding in accordance with Section 4 above.
- 5.11 Natural England agrees to pay a 73.45% contribution towards any redundancy costs of a Town Council employee holding duties at the Site under the terms of this Agreement.
- 5.12 The County Council, District Council and Town Council each agree to pay an 8.85% contribution towards any redundancy costs of a Town Council employee holding at the Site under the terms of this Agreement.
- 5.13 This will apply to employees of the Town Council holding duties at the Site at the time the redundancy is implemented. It will only apply in proportion to their duties at the Site, if these are not full time. This contribution will also only apply to costs related to periods of continuous service at the Site.
- 5.14 Nothing in this Agreement should assume responsibility for any other element of the costs for these employees of the Town Council.

- 5.15 In the event of any other circumstances whereby the Town Council finds itself liable for unforeseen and significant claims or other costs associated with its responsibilities as the employer of the Employees, it is agreed, without prejudice to the outcome, that the Town Council has the option to call a meeting of the Partners to jointly examine the options to meet such costs.
- 5.16 Natural England's employment of a Site Manager and Community Liaison Officer for the Site is carried out independently of the anything in this Agreement.
- 5.17 Each Partner undertakes to notify Natural England of any event that is liable to prejudice or delay the implementation of activities on the Site as soon as possible and assist Natural England in rapidly finding a workable solution.
- 5.18 Each Partner will appoint appropriate representatives to the Committee.
- 5.19 Each Partner shall comply at its own expense with all relevant legislation pertinent to the implementation of its roles and responsibilities including without limitation all health and safety legislation, legislation under the Data Protection Act 1998, the Freedom of Information Act 2005 and the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000.
- 5.20 Each Partner shall be responsible for reporting any financial information required by the working Partner in the format of standard accounting procedures (see paragraph 6.1).
- 5.21 Natural England shall be responsible for the disbursement of all monies and the use of all funds as set out in Section 4 of the Agreement.

6 Administration

- 6.1 Natural England shall be responsible for the financial arrangements relating to the Site. Natural England shall prepare Statements of Expenditure in accordance with standard accounting procedures and provide these to the Committee at the end of each financial year.
- 6.2 Each Partner shall maintain proper records relating to the Site. All Partners shall reserve the right to request reasonable access to such documentation for the purposes of examination by appropriate staff.
- 6.3 The Committee may appoint an auditor, with the approval of all Partners to this Agreement, for the purpose of certifying any matters determined by the Committee.

7 Copyright and Freedom of Information

- 7.1 Ownership and copyright of any material arising from the Site shall be deemed to be shared equally between all Partners to the Agreement in perpetuity. The use of such copyright material during the life of the Agreement by any Partner shall be agreed by the Committee.
- 7.2 Dissemination of information, publicity and any results, together with acknowledgements relating to the Project, shall be determined and agreed by the Committee taking into account the provisions of paragraph 7.3 below.
- 7.3 Natural England, as a non-Departmental Public Body is required to adhere to Freedom of Information legislation. There is therefore a presumption that information

on any aspect of Natural England's work, including this Site, may be disclosed. The Committee has the responsibility for identifying any aspect of these arrangements which may not be disclosed. The basis for any such decision must be recorded. Natural England will advise the Committee of any requests for information identified for non-disclosure.

8 Governing Law

8.1 This Agreement will be governed under English Law.

9 Entire Agreement

9.1 This Agreement supersedes and updates an earlier agreement dated 31 December 1985 between the Nature Conservancy Council (now Natural England), the Town Council, the District Council and the County Council.

9.2 This Agreement runs concurrently with an agreement between Natural England and the Town Council as dated 1 April 2007 providing for the employment of specified staff at the Site.

9.3 With the exception of paragraph 9.2 above, the Partners agree that this Agreement constitutes the entire contract between them and may not be varied except by written agreement in the form of Addendum to be signed by all Partners.

10 Notices

10.1 Any notice to this Agreement shall be sent in writing and be sufficiently served on any Partner at the address given above, or any other address stipulated in writing by the Partner. Notices shall be served by recorded delivery in an envelope marked with the Project name. Any change in domicile shall be forwarded to the Natural England within 15 days following the change of address, by registered mail.

11 Nullity

11.1 Should one of the provisions of the Agreement be declared null or void in the law governing this Agreement, this shall not render the remaining provisions null and void.

11.2 The fact that one of the Partners does not demand application of one of the provisions of the Agreement does not imply that this Partner waives such provision.

12 Lapse of time

12.1 Legal proceedings concerning any issue from this Agreement may not be lodged before the courts more than three years after the facts giving rise to the claim or after the Partner making the claim first became aware of the facts giving rise to the claim. In the event of legal proceedings concerning a claim to refund funds, a period of three years following the last transfer shall be applied.

13 Force majeure

- 13.1 No Partner shall be held liable for not complying with obligations ensuring from this Agreement should the non-compliance be caused by force majeure. All events or circumstances outside the reasonable control of the Partners and that impede the implementation of the Agreement shall be deemed to constitute force majeure.
- 13.2 If such a case arises, the Partner involved should notify the Natural England immediately in writing. In turn the Natural England will inform other Partners in writing as soon as is practicable.

14 Legal succession

- 14.1 In cases of legal succession (eg where the Lead Partner changes its legal form) the Lead Partner is obliged to transfer all duties under this Agreement to the legal successor.

15 Procurement

- 15.1 All Partners procuring goods or services on behalf of the partnership should adhere to their own procurement procedures that meet or exceed the requirements specified under EC Procurement Directives.
- 15.2 Partners may not tender for any aspect of the Project as they may have an unfair advantage from their position within the Project. Partners may undertake work for other Partners in connection with the implementation of the Project provided that they are reimbursed at cost only ie not for profit. Such costs may be subject to scrutiny by an auditor at the request of the Committee or Natural England.

16 Assignment

- 16.1 No Partner shall assign or transfer any interest in this Agreement without prior written joint agreement by all other Partners.

17 Arbitration

- 17.1 Any dispute or difference arising from interpretation of the terms of this Agreement shall, at the option of any aggrieved Partner, be referred to the arbitration of a single arbitrator to be agreed upon by all Partners. Failing any such agreement an arbitrator shall be selected by a mutually acceptable institution.

18 Termination

- 18.1 Any Partner to this Agreement may give three month's notice in writing of an intention to withdraw from the Agreement to the Lead Partner, giving a full explanation for the reasons for termination.
- 18.2 The remaining Partners will consider the impact of the withdrawal of the terminating Partner and decide upon appropriate action to maintain implementation of the Project.

- 18.3 The remaining Partners will not be required to take on the responsibility or financial liability of a withdrawing Partner. Should the remaining Partners choose to increase their contribution, financial or otherwise, then this will be reflected in an Addendum to the Agreement, signed by all remaining Partners.
- 18.4 If the withdrawal of a Partner effectively terminates the Agreement, all funding Partners shall be reimbursed any share of contributions unspent at the point of termination in proportion to their contribution.

19 Signatures to the Agreement

Signed

Name

(Block capitals)

Date

Organisation

Signed

Name

(Block capitals)

Date

Organisation

Signed

Name

(Block capitals)

Date

Organisation

Signed

Name

(Block capitals)

Date

Organisation

