
Dated: 2017

SOUTH DOWNS NATIONAL PARK AUTHORITY

SOUTH DOWNS NATIONAL PARK TRUST

Memorandum of Understanding

DRAFT

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THIS AGREEMENT is made on

2017

BETWEEN:

- (1) South Downs National Park Authority of South Downs Centre, North Street, Midhurst, West Sussex GU29 9DH ("**SDNPA**"); and
- (2) South Downs National Park Trust of South Downs Centre, North Street, Midhurst, West Sussex GU29 9DH ("**the Trust**").

1. BACKGROUND

- 1.1 SDNPA and The Trust have agreed to work together on the project detailed in Schedule 1 ("**Project**").
- 1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding ("**MoU**") sets out:
 - 1.2.1 the key objectives of the Project;
 - 1.2.2 the principles of collaboration; and
 - 1.2.3 the respective roles and responsibilities the parties will have during the Project.

2. KEY OBJECTIVES FOR THE PROJECT

The parties shall undertake the Project, between 2017 and 2020, to achieve the key objective set out in Schedule 1 to this MoU ("**Key Objective**").

3. STATUS

- 3.1 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.
- 3.2 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.

4. PRINCIPLES OF COLLABORATION

- 4.1 The parties agree to adopt the following principles when carrying out the Project ("**Principles**"):
 - 4.1.1 collaborate and co-operate;
 - 4.1.2 be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
 - 4.1.3 be open. Communicate openly about concerns, issues or opportunities relating to the Project;

- 4.1.4 learn, develop and seek to achieve full potential. Share information, experience, materials and skills, as appropriate, to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 4.1.5 adopt a positive outlook. Behave in a positive, proactive manner;
- 4.1.6 adhere to statutory requirements and best practice. Comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation employment, safeguarding and health and safety legislation, fundraising and financial legislation and regulations (if applicable);
- 4.1.7 act in a timely manner;
- 4.1.8 manage stakeholders effectively;
- 4.1.9 deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- 4.1.10 act in good faith to support achievement of the Key Objective and compliance with these Principles.

4.2 **Meetings**

- 4.2.1 The Trust (represented by the Chair, Director and/or another trustee) and the Chair and CEO of the SDNPA will meet at least three times a year. In addition, both the Trust and SDNPA shall present an update on progress to each other's AGM.

5. **ROLES AND RESPONSIBILITIES**

- 5.1 The parties, to the extent that each determines that it is in their best interests to do so, shall undertake the roles and responsibilities set out in Schedule 2.
- 5.2 For the avoidance of doubt, either party may cease to undertake any of the roles and/or responsibilities set out in Schedule 2 if it determines that it is in its best interests.

6. **ESCALATION**

- 6.1 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 CEO of the SDNPA in consultation with the Chair of the SDNPA and the Chair of the Trust, who shall decide on the appropriate course of action to take.
- 6.2 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 CEO of the SDNPA in consultation with the Chair of the SDNPA and the Chair of Trustees. No action shall be taken in response to any such inquiry, complaint, claim or action, without the prior approval of the CEO of the SDNPA in consultation with the Chair of the SDNPA, and the Chair of the Trust.

7. INTELLECTUAL PROPERTY

7.1 The parties intend that notwithstanding any secondment 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 Schedule 3 below for the part of the Project that the intellectual property right relates to).

7.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 7.1 above, that party may grant a licence to the other party to use that intellectual property for the purposes of the Project.

8. TERM AND TERMINATION

8.1 This MoU shall commence on the date of signature by both parties, and shall expire on the third anniversary of the date of signature by both parties.

8.2 Either party may terminate this MoU by giving at least six months' notice in writing to the other party (such notice to be given on the anniversary of the date of this MoU only).

9. VARIATION

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

10. CHARGES AND LIABILITIES

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

10.2 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.

11. 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 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of South Downs National Park Authority	
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Signature:
Name:
Position:
Date:
Signed for and on behalf of South Downs National Park Trust	
Signature:
Name:
Position:
Date:

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SCHEDULE 1

THE PROJECT

Key Objective

Over the course of this MoU the parties agree to work together to establish a financially stable, independent charity to support the development and delivery of South Downs National Park's Partnership Management Plan to the extent that it furthers the Trust's charitable objects.

Provisions

In accordance with this MoU:

The SDNPA agrees to: provide a grant, in the form of resource and income, until the 3rd anniversary of this MoU; the grant will be the subject of a separate grant agreement. The resource will not be fixed and can be varied with agreement by both parties. However, initially the SDNPA commits to provide the following:

- Secondment of 0.6 of the SDNPA's Head of Income Generation and Marketing, to act as the Charity Director.
- Secondment of 0.8 of the Fundraising Development Manager.
- Use of the South Downs National Parks Trust shared identity logo, as set out in the Licence agreement.
- Other resource (inclusive of accommodation, support and facility needs) as necessary to achieve the roles and responsibilities identified in this agreement and which the SDNPA is happy to provide.
- Annual operational grant subject to the terms of a separate grant agreement.
- Adopt the Trust as its official charity.

The South Downs National Park Trust agrees to:

- Use the resource provided by The SDNPA to fundraise for work and projects that support the South Downs National Park's Partnership Management Plan, where this meets with their charitable objectives.
- Regularly report on the grant, as per the provisions identified in the separate grant agreement.
- Ensure best practice, through its governance, operation and fundraising in order not to bring the park into disrepute (establishing an ethical fundraising policy at its inaugural meeting).

SCHEDULE 2

ROLES AND RESPONSIBILITIES

	SDNPA	The Trust
1. Partnership Management Plan and Long Term Vision for the National Park	With the South Downs Partnership, which will include a nominated individual from the Trust amongst other organisations, carry out the consultation, drafting and approving of the Partnership Management Plan.	As part of the South Downs National Park Partnership input into the drafting and approval process of the Partnership Management Plan and assist in its delivery.
2. Trust's Strategic Plan and Policies	<p>Provide the Trust with assistance by providing any expertise for the formation of the Trust's strategic plan, as agreed by the SDNPA and the Trust.</p> <p>Annual review of progress towards the achievement of the Partnership Management Plan at the Trust's AGM.</p>	<p>Determining the overall strategic direction of the Trust.</p> <p>Including sub-strategies which expedite the implementation of the Strategic Plan.</p> <p>Annual review of progress towards the Trust Strategic Plan, at the SDNPA's AGM.</p>
3. Fundraising	Support of Trust fundraising activity through communications and marketing activity and other means as agreed between the SDNPA and the Trust.	<p>Determining and driving forward fundraising strategy, plan and activity.</p> <p>Ensure all activities are carried out in line with guidance from the Charity Commission and the Fundraising Regulator.</p>
4. Grant	Approval of the annual Grant and any periodic variations.	Report to the SDNPA as required by the terms of the separate Grant Agreement.
5. Annual Report & Accounts	Provide assistance as required with the drawing up of the Trust's Annual Report & Accounts.	Production of Annual Report and Accounts, and of the financial policies used therein, in conjunction with the Director and relevant staff (inc the appointment of auditors).

6. Cash, Funds and Assets	<p>Provide assistance with preparation of financial policy proposals for the Trust (if requested to do so by the Trust) and arrangement of insurance cover.</p>	<p>Ensuring that the Trust remains solvent and ensuring the safe and secure management of all assets.</p> <p>Setting the financial investment, reserves and other policies and procedures and monitoring performance against them.</p>
7. Risk Management	<p>Provide assistance with preparation of risk assessment and management policy and procedures for the Trust (if requested to do so by the Trust).</p>	<p>Regular review and implementation of the Trust's Risk Register.</p> <p>Annual discussion of necessary changes to the Trust Risk Register to ensure continued robustness of the Trust's strategy.</p> <p>Maintenance of appropriate systems of internal control and risk management, and provision of regular reports to Trustees.</p> <p>Ensuring that Trustees are advised of any material changes to perceived risks, in line with Charity Commission guidance.</p>
8. HR Issues	<p>Line management of the Director, plus the setting of the Director's terms and conditions.</p>	<p>Inputs into the current Director's objectives, performance reviews (annual and otherwise) and the recruitment of any future replacement.</p>
9. Health & Safety plus Safeguarding	<p>Provide assistance to the Trust on Health & Safety matters.</p>	<p>Ensure that any activities entered into by the Trust have appropriate Health and Safety and Safeguarding measures (i.e. Children and Vulnerable Adults) in line with relevant legislation and best practice.</p>
10. Communication Issues	<p>May refer issues to the Trust to be considered by the trustees. Provide PR and other Communication support where requested by the</p>	<p>Production of the Trust's Communication Strategy</p> <p>Signing off all press releases in the</p>

	Trust.	Trusts Name and other statements related the Trust where the statement is on a matter of public, political or reputational significance.
11. Grant Giving Matters, plus Other Charitable Activity	Provide grant specific expertise and advice, where requested by the Trust.	Determining Trust grants and grant giving policies, in line with its charitable objects. Approval of all grants to external bodies.
12. Data	Responsible for IT security and data management where systems are shared with the Trust subject to a formal agreement with the Trust.	Oversight of data systems and management processes. Responsible for the management of all data owned by the Trust.

3 SCHEDULE 3

CONTACTS

CONTACT POINTS	
SDNPA	
Name:
Office address:

Tel No:
E-mail Address:
The Trust	
Name:
Office Address:

Tel No:
E-mail Address:

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