
Dated: 2018

SOUTH DOWNS NATIONAL PARK AUTHORITY

SOUTH DOWNS NATIONAL PARK TRUST

Memorandum of Understanding

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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 This document should be viewed together with MOU agreed in 2017, this sets out the basis for collaboration between the parties on the establishment of the Trust. This MOU deals with those areas not already covered by that document, in relation to the Project.
- 1.3 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:
 - 1.3.1 the key objectives of the Project;
 - 1.3.2 the principles of collaboration; and
 - 1.3.3 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 2018 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
- 8.1.1 If the Trust is unable to secure matched funding to establish the new fund within 18 months, or
- 8.1.2 On the 15th of June 2020, at which point, under the direction of members, it will be reviewed and combined with the main MOU and Grant Agreement with the South Downs National Park Trust.

- 8.2 The Trust will work to double the current SCF fund within, 10 years (i.e. £70,000). It reserves the right to consider the allocation of income, generated by the fund, over and above this level.

- 8.3 Should the Trustee decide to wind the Trust up, it is intended that any remaining funds within the "Sustainable Communities Fund" would be passed back to the SDNPA, on the basis that those funds are ring-fenced to be used for purposes to the satisfaction of the Trustees in accordance with the Trust's charitable objectives.

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.

SCHEDULE 1

THE PROJECT

Key Objective

Over the course of this MoU the parties agree to work together to establish a Sustainable Communities Fund, for the National Park. The majority of this fund would be invested, with an annual draw down distributed through a grants programme.

Provisions

In accordance with this MoU:

The SDNPA agrees to: provide a donation in the form of resource and income, until the 15th of June 2020. The resource will not be fixed and can be varied with agreement by both parties. However, initially the SDNPA commits to provide the following:

Grant management, as necessary, unless it exceeds the capacity of the current External Grants Officer

An initial Matched Fund, of up to £70,000, dependant on the Trust raising an equal amount to establish the endowment.

Assuming the initial amount is raised, provide subsequent funding of up to £100,000, over the next 5 years, to subsidise the grants programme. Helping to maintain a grants level of £35,000.

Provide officer advice to the Trust on which projects best deliver the Partnership Management Plan.

The South Downs National Park Trust agrees to:

Identify the Fund as a restricted fund in its accounts.

Include a nominal management fee in all additional funds secured. This could be enacted at a later date to help cover grant management costs as necessary.

Acknowledge the SDNPA as the co-founder of the Community Fund.

Use the Logo in Appendix 1.

Raise additional funding, over and above the initial amount, increasing the fund to a sustainable and growing level beyond the SDNPA's initial 6 year support.

Establish a Panel to advice on all grant applications, including two SDNPA members and two Trustees, with the Panel electing a Chair from these representatives.

Work with the SDNPA to ensure those projects supported best meet the priorities of the South Downs National Park

Agenda Item 15 Report PR26/18 Appendix I

Provide the SDNPA with an annual statement relating to the Fund which reports:

- The capital value of the Fund at 31 December in each year;
- All donations made to the Fund in the year to 31 December;
- The amount transferred to the Fund;
- Grants awarded from the Fund either since its inception or since the preceding 31 December if later;

Not use the income from the fund for any purpose other than the community groups or not for profits seeking to fund projects that help to deliver the Partnership Management Plan.

Apply 5% of the capital value of the Fund as at 31st December each year for distribution in the subsequent year by way of grants

SCHEDULE 2

ROLES AND RESPONSIBILITIES

	SDNPA	The Trust
1. Promotion	Use the shared logo in promoting the SCF.	Use the shared logo in promoting the SCF.
2. Investment	N/A	Working with the Trust's Treasurer, Invest the funds appropriately, balancing Risk and Reward. Using the current 6 month update on the Trust, report back to the SDNPA on the level of funding secured, investment performance and impact on the annual grants programme.
3. SCF Grant Management and Monitoring	<p>Provide Grant management, monitoring and administration of the SCF Panel.</p> <p>Provide grant specific expertise and advice, where requested by the Trust.</p>	Consider grant recommendations and approve, subject to review by the Trustees, all grants put forward by the panel.

SCHEDULE 3

CONTACTS

CONTACT POINTS	
SDNPA	
Name:
Office address:

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

Tel No:
E-mail Address:

Appendix 1

