

New Forest National Park

Legacy Landscape Partnership

Memorandum of Understanding

Prepared by New Forest National Park Authority

January 2021

This **Memorandum of Agreement** is made between the following Partners (“the Partners”, and together “the Partnership”) on 2021:

- (1) **New Forest National Park Authority**
- (2) **Beaulieu Estate**
- (3) **Forestry England**
- (4) **Hampshire and Isle of Wight Wildlife Trust**
- (5) **Natural England**
- (6) **The National Trust**
- (7) **New Forest Commoners Defence Association**
- (8) **New Forest Heritage Centre**
- (9) **New Forest Land Advice Service**
- (10) **Hampshire County Council**
- (11) **Freshwater Habitats Trust**
- ~~(12) **[List others if they agree to be part of this]**~~

1. **Nature and Purpose of the Memorandum of Understanding**

- 1.1 This Memorandum of Understanding sets out the intention of the Partners to continue to work together after the end of the Our Past, Our Future Landscape Partnership Scheme (“the Scheme”).
- 1.2 The Scheme, which was funded by the National Lottery Heritage Fund, was led by the New Forest National Park Authority working alongside several delivery and funding partners including the Beaulieu Estate, Commoners Defence Association, Forestry England, Hampshire and Isle of Wight Wildlife Trust, National Trust, Natural England, New Forest Heritage Trust, the New Forest Land Advice Service, Hampshire County Council and Freshwater Habitats Trust. The five-year Scheme undertook 21 projects to restore habitats, develop skills and inspire people to champion and care for the New Forest, contributing to the delivery of the- 2015-2020 Partnership Plan for the National Park. The programme of work was successfully completed in April 2021. The evaluation of the Scheme has shown that, as well as the practical work that has been achieved, another key success has been the value of partnership working

to deliver landscape-scale enhancements that ensure the New Forest’s distinctive landscape has a much better chance of survival in the face of future change and modern-day pressures.

- 1.3 Whilst the funded Scheme has ended, the Partnership is committed to continuing to work together to develop and deliver collective actions that can help maintain the New Forest’s special qualities into the future, contribute to the delivery of the next iteration of the Partnership Plan for the New Forest. This will include, but not be limited to, identifying opportunities to work together, identifying, and developing joint funding bids and bringing in new partners to widen the current Partnership.
- 1.4 This Memorandum of Understanding is intended to:
- i) support the partners in continuing to work together beyond the life of the Scheme.
 - ii) provide a framework for the Scheme’s ongoing legacy; and
 - iii) define the functions of the Partnership and how it will be governed and administered.
- 1.5 The parties do not intend that this Memorandum of Understanding is legally binding. Nothing in this Memorandum of Understanding shall be construed as establishing or implying any formal or legal partnership between the Partners and no Partner shall hold itself out as acting as the agent for or on behalf of the others.

2. Definitions

“Confidential Information”	Any information described by any Partner as having the quality of confidence, however held or conveyed, or which reasonably ought to be treated in confidence or which is designated as such.
“Lead Partner”	New Forest National Park Authority
“Partners”	The Lead Partner, together with the Partners listed above and any other parties that join the Partnership in the future
“Scheme”	<u>I</u> the <i>New Forest: Our Past, Our Future</i> Landscape Partnership Scheme, which comprised the 21 projects funded by the National Lottery Heritage Fund

3. Duration of this Memorandum of Understanding

3.1 This Memorandum takes effect upon execution by the Lead Partner following signing by all the Partners, and subject to Clause 11 below will remain in effect, being reviewed periodically as required for an initial period of 2 years. The current timescales are included in ~~annex~~ [Annex 1](#). Should the Partnership be successful in applying for future grants then a separate memorandum of understanding or contractual agreement will be entered into to reflect the new circumstances, within the framework of the understanding between the Partners recorded in this Memorandum of Understanding.

4. Governance and administration

4.1 The Partnership will elect a Chair which will be reviewed annually. Each Partner will appoint one individual to represent it to the Partnership, although subject to each Partner's own rules a substitute may attend meetings on behalf of that Partner if the usual representative is unavailable. ~~The Partners will primarily discharge their formal roles in the Partnership through their membership.~~

4.2 By way of their participation through the Partnership and otherwise, the Partners will work together to continue the legacy of the Scheme and to develop new joint projects as appropriate and agreed by the Partnership. The Partners will work in a spirit of co-operation and good faith to ensure successful outcomes.

4.3 Subject to paragraph 6 below, the administration of the Partnership will be undertaken by the Lead Partner.

4.4 Any difference of opinion or dispute arising from this Memorandum of Understanding shall be referred to the Chair of the Partnership, who will endeavour to resolve it fairly and expeditiously with input from all relevant Partners.

5. Terms of Reference of the Partnership

5.1 To develop further collaboration and joint working between the members of the Partnership building on previous joint projects.

5.2 To exchange information about the current work of the Partners and others in the National Park.

5.3 To suggest and develop joint initiatives as opportunities arise that help further the strategic aims of the National Park [Partnership Plan](#).

5.4 To meet to discuss any progress and ways forward (as required).

~~5.5 Where possible the Partnership will have regard to other partnership groups, initiatives, policies, and strategies such as the Green Halo project, the Wildlife Round Table, and the Partnership Plan Governance Group.~~

5.56 To support each other in sharing key messages across social media and other communication channels.

6. Role of the Lead Partner

6.1 The Lead Partner will oversee the operation of the Partnership and will be responsible for the general administrative, [and](#) management functions of the Partnership, including:

- the overall administration of the Partnership such as setting up [and](#), running meetings and the provision of minutes.
- managing and coordinating [any](#) future projects or joint bid applications where appropriate including completing and submitting grant applications; and
- seeking to widen the Partnership to include other relevant organisations, with agreement of the wider Partnership

6.2 The Lead Partner shall have the ultimate discretion as to how it carries out its role subject to the availability of resources

7. Core commitments of the Partners

7.1 The Partners have agreed the following core commitments:

- attend meetings as required; [and](#)

- actively seek opportunities for partnership working;
- develop and implement partnership projects; [and](#)
- share key communication across all platforms when necessary

8. **Funding and resourcing arrangements**

8.1 Partners are not required to provide funding contributions to continue as part of the Partnership. However, should joint projects arise that require funding and resources then the Partnership will work together to seek ways of achieving the resources required.

9. **Information, Confidentiality, and Intellectual Property**

9.1 All Partners may on occasion need to share Confidential Information with other Partners, although subject to paragraph 9.4 below they are not obliged to do so. Each Partner will respect the confidentiality of any information which is imparted to it in confidence and on no account disclose it to third parties without the prior consent of the information owner or where required by law. Where Confidential Information has been shared between Partners the recipient Partner must use it only for the purposes of the Partnership and shall not further disseminate it to its own employees or officers or members without a confidentiality agreement in place.

9.2 Any existing intellectual property is retained in full by the Partner that originated it and no transfer of rights is contemplated by this Memorandum of Understanding. Following cessation of the Partnership, any intellectual property created as part of or arising from the work of the Partnership will be vested in the individual or organisation that originated the material.

9.3 The Partners will fully comply with all applicable data protection and electronic communications legislation and will implement and maintain appropriate technical and organisational measures to protect any personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. On withdrawal from the Partnership the terminating Partner will securely destroy any personal data obtained through or from the Partnership or other Partners.

9.4 The Partners acknowledge that a number of the Partners are subject to freedom of information and environmental information legislation, meaning that they may not lawfully be able to resist requests to disclose information, and all Partners are subject to applicable data protection and electronic communications legislation. The Partners will use all reasonable efforts to assist each other to comply within the statutory timeframes with any requests for information under applicable laws.

9.5 If there is any breach of data protection legislation or inadvertent or malicious disclosure of Confidential Information by or through a Partner that Partner will immediately notify the other relevant Partner(s) and will provide all reasonable assistance that may be required to resolve or mitigate such breach or disclosure.

10. Liability

10.1. No Partner will be liable or held accountable for the failure or inability of another Partner to fulfil its obligations. No Partner will be liable to the others for any consequential or indirect loss suffered. Each Partner will maintain appropriate business insurance and will comply with applicable legislation pertaining to health and safety.

11. Termination

11.1. Any Partner may withdraw from the Partnership by giving 6 months' written notice to the Partnership.

11.2 Subject to 11.3 below, the withdrawal from the Partnership by a Partner in accordance with this paragraph will not affect the continuation of the Memorandum of Understanding between the remaining Partners. However,

11.2.1 the remaining Partners will consider the impact of the withdrawal of the terminating Partner and decide upon appropriate action to maintain the implementation of the Partnership; and

11.2.2 the remaining Partners will not be required to take on any responsibility or financial liability of a withdrawing Partner.

11.3 If the Lead Partner wishes to withdraw from the Partnership, the Partnership will agree whether the Partnership shall continue and in what form, and this will be set out in a new Memorandum of Understanding or contractual agreement.

Should the Partnership continue following the Lead Partner's withdrawal the Lead Partner will have the final say over whether the 'branding', feel and format of any new arrangement will retain elements of the original Scheme.

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Annex 1 – Timescale

Action	Date
Partners agree MoU	February – March 2021
Partners work on a short-term funding bid	March – October 2021
Review MoU	October 2021
Partners work on a longer-term funding bid	March 2021 – October 2022
Review MoU	October 2022

Signatories to this Memorandum of Understanding

[NAMES AND SIGNATURE BLOCKS OF ORGANISATIONS TO BE INSERTED]

Name

Position

Organisation

Address

Signature

Date

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