

## **SUMMARY OF TERMS OF SOUTH WEST PEAK LANDSCAPE PARTNERSHIP AGREEMENT**

### **1. Principle Terms of Delivery Agreement**

#### **1.1. Parties**

Accountable Body: PDNPA

Delivery Partners: RSPB, Staffordshire Wildlife Trust, Cheshire Wildlife Trust, Support Staffordshire, The Farming Life Centre new partners may be added with agreement)

**1.2. Term of Agreement:** from the HLF Permission to Start Date to the Expiry of the Grant.

#### **1.3. Obligations of PDNPA as Accountable Body**

- To deliver the Scheme as directed and agreed by the Board.
- Financial management of the Scheme:
  - including drawdown of funds from HLF and payment of these funds to the Delivery Partners (within 14 days of cleared funds from HLF)
- PDNPA is only responsible for administering HLF funds.
- To ensure that Delivery Partners deliver their Projects within the Scheme and the HLF terms of grant.
- Maintain records as required by HLF.
- Any other duties required by the Board (with PDNPA's agreement).
- Reporting to HLF and quarterly to the Board.

#### **1.4. Obligations on Delivery Partners**

All Delivery Partners:

- accept that the Accountable Body will manage the Scheme but that each Delivery Partner is obliged to deliver their Project in accordance with the Delivery Agreement, HLF terms of grant and any match funder requirements.
- will co-operate with the Accountable Body and take reasonable and practicable steps to assist the Accountable Body in meeting the HLF's obligations in the Grant Agreement.
- must comply with HLF terms of grant.
- must ensure its claims comply with HLF financial requirements (including claims for expenditure).
- will be responsible for their own staffing.
- are responsible for ensuring that they have and comply with child protection and safeguarding policies.
- must comply with the reporting schedule that will be prepared by the Accountable Body and agreed by the Board.
- work to achieve the actions set out in the Landscape Conservation Action Plan.
- Must implement their own Projects in accordance with their Project Plan attached to the Delivery Agreement. Project Plans may be amended from time to time by the Board (where this increases the scope or cost, with that Partner's agreement).
- Match Funding:
  - Delivery Partners are responsible for procuring and managing their own match funding as set out in their Project Plan and notifying the Accountable Body of any issues/non-payment.
  - Within each Project Plan is a requirement to underwrite any match funding and obtain alternative match-funding.

#### **1.5. Termination of Agreement**

By Accountable Body:

- If a Delivery Partner is in material breach or insolvent (with the approval of the Board and HLF).

- By the Board (with HLF agreement) if it unanimously agrees that the Accountable Body is in material breach or insolvent.
- Conditions of termination are set by HLF and the Board.

#### **1.6. Board Agreement**

The Delivery Agreement notes that the Scheme is overseen and monitored by a Board (please see below). All decisions of the Board are subject to the overriding obligation that the Scheme is delivered in accordance with the HLF terms of grant.

#### **1.7. Indemnity, liability and insurance**

Each Partner is liable for any claims arising from their wrongful acts or omissions (this does not extend to consequential loss). Each Delivery Partner will indemnify PDNPA for any HLF repayments arising from their actions. Each Partner must maintain the appropriate insurance.

#### **1.8. Confidentiality and Freedom of Information and Data Protection**

The usual provisions apply.

Formal data processing or data sharing agreements will be required in any circumstances where personal data are to be shared between bodies or parties as part of the delivery of this programme.

#### **1.9. Intellectual Property Rights (IPR)**

All IPR resulting from the Scheme vests in HLF and the Delivery Partners with licences to Supporting Partners for use for non-commercial purposes.

#### **1.10. Communications**

PDNPA will prepare a communications strategy within 12 weeks of the Permission to Start Date which will be agreed and complied with by all Partners.

## **2. Principal Terms of Board Agreement**

#### **2.1. Parties**

Accountable Body: PDNPA

Delivery Partners: As above

Supporting Partners: Environment Agency, Historic England, Natural England, Nature Peak District, Severn Trent Water, United Utilities Water Ltd, Staffordshire County Council, Cheshire East Council (new partners may be added with agreement)

#### **2.2. General Obligations of the Board**

- To manage monitor and oversee the delivery of the Scheme
- Represent views of stakeholders
- Set the strategy and direction of the Scheme
- Act as ambassadors for the Scheme

#### **2.3. Board Decisions**

The Board agreement sets out the practicalities of Board meetings including quorum. Please note that, although there are more Supporting Partners than Delivery Partners, decisions are not binding unless the majority of the Delivery Partners agree. The Accountable Body has a casting vote.

#### **2.4. Role of Accountable Body**

The Board agrees that the management of the Scheme (including financial management) remains the ultimate responsibility of the Accountable Body but the Accountable Body shall have regard to the views of the Board.

#### **2.5. Termination of Agreement**

## Appendix 2

Of a Delivery Partner by the Board if a Delivery Partner is terminated or suspended from the Delivery Agreement;  
Of a Supporting Partner with the agreement of the Board;  
Immediately if the Delivery Agreement is terminated.

- 2.6.** Provisions for Dispute Resolution, Confidentiality and FOI are the same as the Delivery Agreement. There are no indemnity provisions as the Board is advisory in terms of individual Project Delivery.

**D Shaw 20 July 2016**