



MoorLIFE 2020

Business Plan 2015 - 2021

**Peak District National Park Authority
and Partners**

DRAFT

The 'MoorLIFE 2020' Project – Business Plan

Peak District National Park Authority and Moors for the Future Partnership

1. Executive Summary

Building on the success of the current LIFE funded MoorLIFE project (completion date: September 2015); in October 2014 the Moors for the Future Partnership team submitted a proposal to the European Commission for a successor project to continue to conserve and protect the Active Blanket Bog within the South Pennine Moors Special Area for Conservation (SAC).

The LIFE Programme (2014 – 2017) offers a major funding opportunity for nature conservation projects of European significance. The successor to the LIFE+ Programme (under which the current MoorLIFE project is funded) will invest €1.4 billion over the lifetime of the programme.

At a value of €16.05m (£12.8m), the project is one of the largest approved by the Commission and is the largest offered to a UK project. The project will work on over 30 sites across the SAC (66% of which are within the Peak District National Park boundary, please see Annex 4 for more detail) and alongside capital works, will engage with land managers and owners, visitors, young people and local communities about the value and importance of Active Blanket Bog. A more detailed description of the project actions, partners and outputs can be found in Annex 6.

2. Strategic Context for the Peak District National Park Authority

2.1 National Park Management Plan 2012 - 2017

The project area is within the South Pennine Moors Special Area of Conservation. The MoorLIFE 2020 project will contribute to a number of National Park Management Plan delivery outcomes, specifically:

A diverse working and cherished landscape (DL) DL1 The diverse national park landscapes will adapt to challenges whilst retaining their special qualities and natural beauty

DL3 The richness of the natural environment will be conserved, restored and enhanced so that wildlife can thrive, ecological systems continue to improve and its diverse geology is retained and valued.

DL4 Greenhouse gas emissions will be reduced and a healthy national park will adapt to the effects of climate change.

Thriving and vibrant communities (TV)

TV2 Communities and individuals will feel inspired to live sustainably and help shape the place they live in.

A welcoming and inspiring place (WI)

WI3 Visitors and residents will be inspired to act in a way that sustains the environment and the special qualities of the Peak District.

An enterprising and sustainable economy (ES)

ES1 Profitable farming, through food production, land management and farm based business, will promote and contribute to the special qualities of the national park, and is recognised as essential to its character and health.

ES3 The Peak District landscape will be managed by farmers and other land managers to increase the potential economic return from public goods, such as clean water, carbon storage and renewables.

The project also fits with the longer term vision which extends into the future beyond the present plan. The project will also contribute to the Authorities new corporate plan contributing to the conservation and enhancement of biodiversity and the landscape, the contribution to the Authorities climate change obligations and enhancement of ecosystem services. As it is widely accepted that the degradation of the Dark Peak and South Pennine moorlands is an environmental catastrophe on many levels, recognised nationally and across Europe, it would always be a high priority for the Authority in any future plans.

2.2 National and key external drivers

Habitats Directive

Established under this Directive, Natura 2000 is the largest protected area system in the world, covering 18% of the EU land area. Blanket bog is a primary reason for the selection of 50 sites in the Natura 2000 network, covering a total area of over 350,000ha, of which the South Pennine Moors (SPM) SAC covers 64,983 ha (18.5%).

Active Blanket Bog is recognised as a priority habitat for nature conservation action under the Habitats Directive. In Europe, active blanket bog is restricted to just the United Kingdom, Ireland, south-west Iceland and western Norway. Between 1.9 and 2.7 million ha of blanket bog occurs in Britain, of which 215,000ha (8–11%) is in England.

The South Pennine Moors SAC contains over a quarter (25.6%) of the active blanket bog represented within English SACs and 7.6% of the active blanket bog within Britain's SACs. Active blanket bog habitat represents 42.1% (27,423ha) of the area of the South Pennine Moors SAC. The 'global grade' of this blanket bog being grade B - excellent examples that are significantly above the threshold for SSSI/ASSI notification.

The quality and importance of the SPM SAC Blanket Bog habitat are defined in the SPM Natura 2000 Data Form: 'this is considered to be one of the best areas in the United Kingdom'.

The English Annex of the PAF (prioritised action framework) has identified action on blanket bog as a priority measure for Natura wetland habitats and species. The project will both restore the active bog (42% of SAC) and prevent further loss by preventing erosion of inactive and degrading blanket bog. It will also safeguard the habitat surrounding the SAC.

Without intervention, this priority habitat would remain in unfavourable condition and continue to degrade.

The South Pennines SAC has been identified as an important part of the EU suite for blanket bog habitats because of the significance of the UK National resource within the European resource. The United Kingdom and Ireland have special responsibility for the conservation of these bog types as they are severely restricted in distribution on both a worldwide and European scale. For this reason it is considered vital to retain all extensive examples of the habitat.

Furthermore the South Pennine Moors blanket bog is considered of particular importance because published studies indicate that it is amongst the oldest with peat accumulation commencing 9,000 years b.p.; today the site stands as the south eastern edge of the great mass of upland peatland

along the Pennine chain, with the effective limit of large scale blanket peat formation falling within the boundary of the site (possibly marking the natural extent of the formation).

The blanket bog within the South Pennine Moors is an extensively studied feature revealing a history of disturbance; the site has yielded much information about peatland formation, its degradation and the reformation of peat following disturbance. This places the site at the forefront of locations to help understand past climate, environmental degradation, natural recovery and future climate change impacts.

Water Framework Directive (WFD)

The Natura 2000 site covered by this project is classified as a Protected Area under Annex D (Protected Area Objectives) of the Humber RBMP. The WFD status objectives apply in addition to the requirement to maintain or restore favourable conservation (under the Habitats and Birds Directives).

The South Pennine Moors SAC and the South Pennine Moors Phases 1 & 2 SPA are classified as water dependent and are currently in unfavourable condition due to their failing hydrology and morphology, attributable to drainage of the moors.

This project will deliver the required actions in one of the 26 water dependent SACs and two of the seven water dependent SPAs within the Humber RBMP. None of the three Protected Areas currently meet the required environmental objectives.

Favourable Condition Status (South Pennines & Dark Peak SSSI)

The Condition Status of Dark Peak and South Pennine Moors SSSIs are shown below:
(Compiled by Natural England August 2014)

Condition Status	Dark Peak	South Pennine Moors
Area (ha)	31,853	20,939
No. units	246	164
% Area favourable	4.33	1.16
% Area unfavourable recovering	93.90	94.63
% Area unfavourable no change	1.77	4.21
% Area unfavourable declining	0.00	0.00
% Area destroyed / part destroyed	0.00	0.00

South Pennine Moors SSSI

This site forms part of the Southern Pennines it is the largest area of unenclosed moorland within West Yorkshire. Extensive areas of blanket bog occur on the upland plateaux and are punctuated by species rich acidic flushes and mires. Three habitat types which occur on the site are rare enough within Europe to be listed on Annex 1 of the EC habitats and Species Directive. This mosaic of habitats supports a moorland breeding bird assemblage which, because of the range of species and number of breeding birds it contains, is of regional and national importance. The large numbers of breeding Merlin, Golden Plover and Twite are of international importance.

Dark Peak Moors SSSI

The main moorland area of the Peak District, known as the Dark Peak, lies to the North of the central limestone dome of the White Peak and extends to the boundary of the National Park.

This is wild, open and more or less continuous moorland, predominantly at an altitude of 400–600 m and broken only by Trans Pennine roads from Manchester to Sheffield. Blanket peat stretches the

length and breadth of the Dark Peak. The present extent of peat was probably reached some 4,000 years ago and the Dark Peak peats being both old and deep display erosion which may be in part a natural, cyclical process that has been occurring on and off, since the onset of peat formation. Degeneration of the peat to an erosion complex has been accelerated by man-induced factors including pollution, burning and over-grazing. Blanket mire vegetation is particularly susceptible to atmospheric pollution from the surrounding cities. Atmospheric pollution has led to the loss of practically all bog mosses Sphagnum. Once vegetation has been lost and the peat exposed, erosion and oxidation of the peat inhibit plant recolonisation.

3. Implementation and Delivery

3.1 MoorLIFE 2020 Operational Area – see Annex 4.

3.2 Governance & Delivery

Steering Group & Project Assurance

The project will be governed by a project steering group as set out in the Moors for the Future Partnership Terms of Reference. All the Co-financiers, Associated Beneficiaries and the two regulatory advisors (Environment Agency and Natural England) will have a seat on the steering group. This will be chaired by the Co-ordinating Beneficiary. The ML2020 Project Manager will act as secretary for the steering group.

The financial proceedings will follow the Authority's Standing Orders and the project will be managed using the project management toolkit which the Moors for the Future team have developed. Within this the RID log (risks, issues and dependencies) and the project plan will be reported by exception to the project steering group.

The commitment and delivery expectations placed upon the Co financiers and the Associated Beneficiaries will be set out in formal agreements (please see Annex 2 & Annex 3 for further details) as part of the grant acceptance. The delivery expectations on the Associated Beneficiaries will also be managed through the project steering group arrangement and by the ML2020 project Manager.

Staffing

The team delivering the MoorLIFE2020 Project will consist of

Project Manager

Project Administrator

Technician (part time)

Contracts Manager (part time)

Land Management Adviser

Senior Conservation Works Officers

Conservation Works Officers

Conservation Works Assistants

Senior Monitoring Officers

Monitoring Officers

Senior Communications Officer_(part time)

Digital Communications Officer (part time)

Media/Events Communications Officer (part_time)

Engagement Officer (part time)

The above posts will be supported by casual pools of Administration Assistants, Airlift Assistants, Communications Officers and Research Assistants who will be employed during periods of specific demand eg summer vegetation monitoring, airlifting and events.

An organisation chart is attached at Annex 8 showing how the project posts will fit into the current Moors for the Future Partnership staff teams.

Recruitment to the posts will take place immediately the Grant Agreements have been signed.

3.3 Grant Payment and Cash Flow

The longevity and scale of the project has implications for the cash flow position of the Authority which are addressed below. The grant payment draw-down schedule is below - see Cash Flow Forecast Annex 5.1 for details:

Payment No.	% of total grant	Payment terms
<i>Prepayment</i>	30%	<i>Paid within 45 days of signing grant agreement</i>
Claim 1 31/05/18	20%	Paid within 105 days of receipt of satisfactory mid term report and claim 1. Subject to at least 100% of Grant Payment 1 being used
Claim 2 30/09/19	20%	Paid within 105 days of receipt of satisfactory mid term report and claim 2. Subject to at least 100% of Grant Payment 2 being used
Final Claim 28/02/21	30%	Paid within 105 days of receipt of satisfactory final report and final claim

Table 1 – Grant payment schedule

The projected Cash Flow for the period of the Project is at Annex 5.2, however the scale of the project and the potential variances to the year-on-year budget mean absolute accuracy at the outset of the project is challenging. Whilst the risks associated with MoorLIFE 2020 are analysed (Annex 7), the following elements are key areas of risk management:

- The Authority's contribution to the project is £25,000. The Authority, via Moors for the Future Partnership, will be delivering £11,607,982 of the project actions. The remainder (£1,174,412) will be delivered by three Associated Beneficiaries; National Trust, Pennine Prospects and RSPB. In total the Associated Beneficiaries will contribute £130,249 to the Project.
- Co-financers (Severn Trent Water, United Utilities, Yorkshire Water Services) will contribute £3,065,425 in total to the Project.
- Co-financers and Associated Beneficiaries will make their contributions in equal instalments over a five year period.
- The Authority will make claims on behalf of all the beneficiaries. The Associated Beneficiaries will receive (via the Authority) 30% of the value of their individual actions when the prepayment request is granted. Thereafter they will carry out activities and make their own expenditure. The Authority will make claims according to the schedule (see Table 1 above) for total expenditure associated with all activities. When the claim is paid the Associated Beneficiaries

will be reimbursed according to their expenditure. This reduces the Authority's borrowing and minimises the risk of reduced payment being made to the Associated Beneficiaries.

- Cash flow may be affected (adversely or beneficially) by differences in the work programme due to bad weather, availability of materials and/or contractors to carry out work, and consequently expenditure. These are explored in Section 3.5
- Monitoring will be undertaken on a monthly basis as claims are made based on the exchange rate on the first working day of the month. Therefore any adverse changes to the exchange rate will be detected and mitigation investigated (This is explored in section 3.5)
- Exchange rate fluctuations may well affect cash flow as the amounts claimed and reimbursed by the EU are in Euros. The exchange rate is determined by the rate which is applied by the European Central Bank on the first working day of each month in which the expenditure is paid. A currency strategy (Section 3.4) giving parameters and coping mechanisms to deal with fluctuations in the exchange rates between the two currencies has been developed by National Park Authority officers and is presented below.

3.4 Exchange Rate Strategy

Background

The sterling:euro exchange rate is one of the key economic factors which will need to be carefully monitored and managed during the duration of the project. The risk of adverse exchange rate movements is not borne by the partners and is assumed by the National Park Authority as the accountable body and "Co-ordinating Beneficiary". The size of the project means that the risk is significant and potentially disabling to the Authority's financial position without the mechanisms outlined here.

Purpose of the Strategy

To ensure that the risk attached to significant variations in the euro:sterling exchange rate over the duration of the project is managed.

Contribution of Partners

The co-financiers' contributions are set out in the contract and are defined as annual contributions payable in sterling fixed at the date of the contract. Payments under these contracts therefore are fixed in sterling and it is clear that the partners are not underwriting any exchange rate risk.

How the Exchange Rate Risk arises

- It is assumed that the sterling budget has been correctly drawn up and properly matched to the project outcomes, so is capable of being delivered to budget in the first place.
- In the UK the project budget is carried out in sterling, so after partners' sterling contributions are accounted for, this leaves a net £ expenditure which the Authority needs reimbursing from the grant aid offered.
- The grant offer however is drawn up in euros and is based on a % of eligible expenditure, denominated in euros, incurred by the project and formally claimed.
- The claims are translated based on the official exchange rate on the 1st working day of each month (for each previous month); the total project expenditure in euros at the end of the project then determines how much euro grant can be claimed (but not more than the maximum originally allocated).
- The grant is drawn down in four slices, 30% at the start, 2 x 20% payments during the project, and the balance at the end.

- It is the variation between what can be claimed, based on the monthly exchange rate movements, and when the grant slices are paid (depending on what the exchange rate is at date of receipt) which leads to the exchange rate risk.
- This variation can be part managed by holding the euro grant received in advance and drawing it off into sterling monthly (but the Treasury Management implications of holding the grant with Barclays only would need to be squared), and finally with forward contracts hedging the other grant slices.

Sensitivity of the Project to exchange rate risk

The Sterling:Euro exchange rate has been very volatile over the last 10 years with fluctuations in the five years before the first Moorlife project of 1.02 – 1.5; and fluctuations within the five year period of the project between 1.12 and 1.41. The rate at bid submission was 1.16.

Barclays current 1 year forward rate to 2nd quarter 2016 is 1.49.

The current exchange rate at date of publication is in the region of 1.40.

Modelling exchange rate scenarios between 1.00 and 1.80 (40 each way from current rate), and assuming perfect matching with the above hedging mechanisms, would still leave a potential sterling deficit of between £355,000 and £1.5m at the two extremes.

Adopting a sterling capped budget of £1.5m less than the potential sterling budget of £12.78m eliminates the risk under both scenarios and therefore an internal sterling budget of **£11.28m** needs to be set and the outcomes set out in the bid need to be capable of being achieved within this limit.

This sterling limit may be increased during the project if the CFO considers that the exchange rate experience is more benign or has been satisfactorily hedged; therefore there needs to be a mechanism to allow for this additional expenditure to be identified and flexed in later years of the project, if it is capable of being confirmed by the CFO.

3.5 Expenditure Strategies

The expenditure profile for the project is attached as Annex 5.1

Due to the large scale of works that is proposed through MoorLIFE 2020, it is possible for us to reduce the “quality” of the project without affecting the scope. This is a process which we undertake regularly through our delivery of all projects. During the MoorLIFE project, we had similar exchange rate variations to manage, which have been undertaken successfully to date. During the project development process we have included contingencies in order to mitigate for price fluctuations, particularly for commodities.

The Key Performance Indicators for the project relate to the areas treated, not to the amount of material that will be used. In addition, we have submitted material amounts to achieve the work proposed which include a contingency.

As an example of how we would undertake this, by undertaking soil testing, we can assess whether all of the lime and fertiliser treatments are required, the funds granted assume that this will be the case but it is likely that they may not need to be. For example, if we reduced the described amounts from 1000kg/ha of lime to 900kg/ha of lime we could reduce the amount of lime and associated application costs by over £70,000. By undertaking more accurate ground-truthing of bare peat areas, we may also be able to reduce the amount of heather brash required, which would save over £67 per bag of brash removed. Both of these reductions will reduce the effectiveness of the

whole treatment by a small amount and is unlikely to have a significant effect on the treatment area as a whole.

In addition, we will have an on-going conversation with the LIFE programme team, in the light of developments that happen in this project and the wider peatland conservation environment, in order to ensure that we are still delivering the outputs of the project as efficiently as possible.

4. Risk analysis

The full risk assessment is appended in Annex 7. It is split into Partnership Risks, Corporate risks and Delivery Risks.

Significant Partnership Risks

- Programme management support
- Associated beneficiary and Co-financers contract deadlines and resource supply

Significant Corporate Risks

- Cumulative financial risk across MFFP portfolio
- Currency exchange risk
- Programme and Project management
- Providing appropriate accommodation and facilities for the delivery team

Significant Delivery risks

- There are a large number of these in the attached assessment and another 40 attached to the specific delivery actions in the bid. With the long standing delivery experience of the programme team these are all mitigated but it is worth noting that should mitigation fail these risks could escalate to a partnership or corporate risk.

Annexures

Annex 1: Summary of the Grant Agreement (Report by D Shaw)

Annex 2: Co-Financers Agreement

Annex 3: LIFE Partnership Agreement

Annex 4: MoorLIFE 2020 Operational Area

Annex 5.1: Cash Flow Forecast

Annex 5.2: Cash Flow Chart

Annex 6: Project Description

Annex 7: Risk Assessment and Management

Annex 8: Moors for the Future Organisational Chart

Annex 1:

MOORLIFE 2020

Preliminary Report on Obligations and Responsibilities – Coordinating Beneficiary and Associated Beneficiaries

OBLIGATIONS OF ALL BENEFICIARIES

Legal and Administrative Provisions

1. **General obligations**
 - All Beneficiaries are jointly and severally liable for the implementation of the Project
 - Beneficiaries must:
 - o make 'appropriate internal arrangements' for the implementation of the Project (including – if required a formal agreement)
 - o Maintain accounts and ensure all invoices issued by each Beneficiary makes reference to the Project
 - o Not act as a subcontractor to any other Beneficiary
 - o Contribute financially to the Project – no further detail is provided in the General Conditions – it is assumed that this will be contained in the draft Grant Agreement

2. **Liability**
 - The EU is not liable for any damage suffered by any Beneficiary
 - (Save in case of Force Majeure) all Beneficiaries are liable to the EU for any damage suffered by it resulting from the Project or because the Project is implemented badly or late.
 - If a Beneficiary has committed substantial errors/fraud penalties may be imposed by the EU (on prior notice)

3. **Conflict of Interest**
 - Beneficiaries must take all measures necessary to prevent conflicts arising which would cause a detrimental effect on the Project
 - If a situation is likely to cause a conflict of interest:
 - the EU must be notified
 - the relevant Beneficiary must take 'all necessary' steps to rectify it

4. **Confidentiality**
 - Beneficiaries must preserve the confidentiality of documents and information explicitly indicated as confidential
 - Beneficiaries may only use such information in connection with the Project

5. **Data Protection**
 - Beneficiaries must adopt appropriate measures to protect and secure personal data (including its storage, recording and processing)
 - Processing of personal data must be under the supervision of the External Monitoring Team and in accordance with EU regulations

6. **Visibility of Funding**
 - All communications/publications relating to the Project must indicate that the Project has received EU funding and display the relevant logo
 - Beneficiaries must erect and maintain notice boards describing the Project at locations where the Project is implemented

7. **Intellectual Property Rights (IPR)**
 - All IPR resulting from the Project vests in the Beneficiaries. However, Beneficiaries must ensure this IPR is available for use throughout the EU

- A Beneficiary's rights to any IPR that it brings to the Project are protected provided they are disclosed to EU before the Project begins

8. Project contracts

- All contracts must be awarded to the tender offering best value/lowest price. Tendering procedures must comply with the principles of transparency and equal treatment and (if let by a public body) EU and national procurement procedures. All contracts over 130 Euros must be tendered on an open tendering procedure.
- The relevant Beneficiary has sole responsibility for the contract

Financial Provisions

9. Checks audits and Evaluation

- All Beneficiaries have a duty to keep original documents, accounts and tax records for 5 years from the date of the final payment (although the Coordinating Beneficiary is responsible for responding to requests for information by EU)
- All Beneficiaries must co-operate and assist with on the spot visits by EU.

OBLIGATIONS OF COORDINATING BENEFCIARY (PDNPA)

Legal and administrative provisions

1. General obligations

- Monitor that 'the Project is implemented in accordance with the Grant Agreement'
- Complete an agreement with Associated Beneficiaries setting out their technical and financial participation in the Project (further detail awaited)
- Be an intermediary for all communications between Beneficiaries and the EU including:
- Providing EU with information provided by Associated Beneficiaries under point 1 below and (if appropriate) also take measures to 'persuade' third parties to desist
- Being responsible for providing all information to EU (and verifying information from another Beneficiary)
- Arranging for any financial guarantees required
- Being responsible for making requests for payment and paying all payments due to Beneficiaries
- Providing all necessary documents for checks and audits
- Retaining all supporting documents provided by Associated Beneficiaries for at least 5 years after payment of the balancing payment

2. Communications

- Must communicate with the External Monitoring Team before (or at least in parallel with) EU

3. Visibility of funding

- Must create a website for dissemination of Project activities, progress and results

4. Amendments to Agreement

- Only the Coordinating Beneficiary may request amendments to the Grant Agreement

5. Suspension of Implementation of the Project

- By Coordinating Beneficiary: Sole right to request suspension (on behalf of Beneficiaries) in exceptional circumstances
- By EU: if there are substantial errors/fraud/failure to comply with the Agreement.
- The Coordinating Beneficiary must co-ordinate any response to an EU notice to suspend and deal with any subsequent amendments to the Agreement required

6. Termination of Agreement

- By Coordinating Beneficiary:

May only be terminated by the Coordinating Beneficiary (on behalf of the Beneficiaries) on notice to EU

- The Coordinating Beneficiary may terminate the participation of a particular Beneficiary if:
- on the request of that Beneficiary
- on behalf of all Beneficiaries
- with prior notice and approval of EU

By EU:

The EU may terminate the Agreement or a Beneficiary's participation if:

- change in status of a Beneficiary
- termination of a Beneficiary from the Project
- non implementation/compliance of the Agreement or Project
- frustration (caused by Force Majeure)
- insolvency/misconduct/non-payment of taxes etc.

Financial Provisions

7. Technical and financial reporting

- The Coordinating Beneficiary must submit all reports to EU including final technical and financial reports

8. Suspensions of Payments

- EU may suspend payments for all or any of the Beneficiaries if there is a substantial error/fraud or breach of obligations of this Grant Agreement or any other EU related grant. The Coordinating Beneficiary is responsible for responding to and co-ordinating the response to the breach and dealing with EU concerns

9. Recovery of payments by EU

- Coordinating Beneficiary is responsible for paying any money reclaimed by EU as a result of breach of the Agreement even if it is not the original recipient (EU may also recover direct from the individual Beneficiary)

OBLIGATIONS OF ASSOCIATED BENEFICIARIES

Legal and administrative provisions

1. General obligations

- Inform the Coordinating Beneficiary of:
- Any change likely to affect or delay the implementation of the Project/any other LIFE Nature or Biodiversity Projects or any activity likely to have a significant impact on sites targeted by the Project. If appropriate the Beneficiary must take measures to 'persuade' such third parties to desists
- any change in its legal/financial/technical/organisational or membership (or of any affiliated entity)
- Submit to the Coordinating Beneficiary 'in due time':
- data needed for reporting/financial statements or documents generally
- documents necessary for EU audit checks
- any other information required by EU

Financial Provisions

None save for those relating to all Beneficiaries set out above

External Monitoring Team

To assist the implementation of the Project

The Team's advice and decisions do not bind EU

Annex 2:

**Peak District National Park Authority/[Co-Financer]
Co-financing Agreement relating to the European Commission Contract
Decision No: Life 14 NAT/UK/000070 (Life Nature & Biodiversity Projects)**

1 The Parties to this agreement:

This agreement is between the Peak District National Park Authority ('the Authority') of Aldern House, Baslow Road, Bakewell, DE45 1AE, UK on the one part

and
[Co-Financer] (“the Co-Financer”) of [] on the other part.

2 The Project Title:
MoorLIFE 2020 (hereinafter called ‘the Project’).

3 The Beneficiaries

3.1 The term ‘**the Co-ordinating Beneficiary**’ applies to the Authority in its role as the proposer of the Project and the organisation that has contracted with the European Commission to implement the Project as set out in the Application for Funding Document (October 2014) (‘the **Application for Funding**’). This document is attached to this agreement at Annex 1.

3.2 The term ‘**the Associated Beneficiaries**’ applies to those organisations referred to as such in the Application for Funding being those organisations that will assist the Co-ordinating Beneficiary in implementing the Project

4 The Co-financers:

The **co-financers** to the Project are Severn Trent Water, United Utilities and Yorkshire Water (‘**the Project Co-financers**’) who are covered by separate Co-financer Agreements with the Authority. The Co-ordinating Beneficiary, the Associated Beneficiaries, the Project Co-financers and the European Commission are together called “the Project Partners”.

5 The Project costs:

The total cost of the Project is estimated to be €16,046,116 Euros.

6 The Grant funding from the European Commission:

6.1 The Project overall has qualified for grant assistance from the European Union LIFE Nature & Biodiversity Programme (‘**the Grant**’). The Co-ordinating Beneficiary has accepted the terms of the Grant including the Common Provisions (copy in Annex 2 attached) (‘the **Common Provisions**’) received from the European Commission (European Commission Decision No. LIFE14 NAT/UK/000070) on behalf of all the Project Partners, which provides for grant aid up to a total of Euros €12,034,587 which equates to 75% of the total budgeted cost of the Project. If the total actual expenditure is less than the total budgeted for then the Grant will provide for grant aid up to a total of 75% of this lower figure.

6.2 The Grant, subject to all the applicable requirements and regulations of the European Commission, will be paid by the European Commission to the Co-ordinating Beneficiary in three stages: an Advance payment equivalent to 30% of the maximum Community financial contribution (€2,876,106); two interim payments of up to 20% of the total amount of contribution; and a Final balance payment.

7 Contribution of Co-Financer Cash Payment to the Authority

7.1 Nature and timing of contribution

[The Co-Financer] will make a total payment of £xxxx to the Authority being the equivalent of their commitment of xxx€ as stated in the Application document, Co-Financer Commitment Form A6/3. This contribution is to enable the Project to be executed in general.

The payment(s) will be made in accordance with the following schedule: TBC

<u>Date due</u> <i>(Financial Year beginning)</i>	<u>Amount</u>
April 2015	£xxxx
April 2016	£xxxx
April 2017	£xxxx
April 2018	£xxxx
April 2019	£xxxx

The Authority will submit invoices to **the Co-Financer** bearing the required Project References in keeping with this schedule.

7.2 Retraction of Cash Contribution and reimbursement of payment

In the event that the Project fails to be executed, or a specific Action as set out in the Application document is not completed as a result of delayed performance or/and non-performance by the Authority or Associated Beneficiaries of any of their respective obligations arising from the Project, **the Co-Financer** will be reimbursed with all or a part of its financial contribution, having regard to the nature and the scale of the work carried out before the date of termination of the Project.

7.3 Accounts and supporting documents justifying expenditure

The Authority agree to provide copies of the Progress Reports, interim and final Technical and Financial Reports as specified in the Application document in order for **the Co-Financer** to be fully informed of progress.

8 Contribution of "Other" support to the Project by the Co-Financer

8.1 Project Steering Group Member

8.1.1 The Co-Financer agrees to be a member of the Project Steering Group, providing guidance and authorisation for actions to enable the Project to be completed successfully and within the terms and conditions of the Co-ordinating Beneficiary's contractual obligations to the European Commission

8.1.2 The Co-Financer agrees to read relevant documents and attend Steering Meetings as required and as appropriate to fulfil their role on the Steering Group.

9 Publicity of Community and Co-Financer Support

9.1 The Authority agrees to acknowledge in the proper way the support given by the European Commission and Co-financiers in all the documents it may produce in the framework of the Project, in particular books, brochures, press releases, DVDs, software etc. and to use the LIFE logo and Natura 2000 logo that have been designed for this purpose, with Co-financer Logos or Project "brand" device.

9.2 The Authority agrees, in relation to their part of the Project, to erect and maintain notice boards describing the Project at strategic places accessible to the public and to use the required logos on them.

9.3 The Authority agrees, in relation to their part of the Project, to publicise the Project and its results, in particular with the media, and to mention the European Commission and Co-financer support and to provide details of such media/publicity work in each activity report as required by the European Commission Common Provisions.

9.4 The Co-Financer agrees to keep the Authority fully informed, and in good time, of any seminars and public conferences that it may organise in relation to the Project, as the Authority is under obligation to invite the European Commission to all such events.

10 The Project Obligations

10.1 On signing this agreement **the Co-Financer** agrees:

10.1.1 To fulfil their part of the Project and within the deadlines as set out in the Application for Funding. **The Co-Financer** shall inform the Authority, without delay and with full details, of any event that is liable to prejudice the performance by **the Co-Financer** of their part of the Project or of any fact matter or thing which may otherwise delay or prejudice the performance of the Project in any way. Both the Authority and **the Co-Financer** shall agree together on the measures to be taken and the Co-Financer will immediately take remedial action as the parties shall agree.

10.1.2 it will comply in all respects with the roles and obligations of Co-financers in the Common Provisions and the other requirements of the Project and it shall use best endeavours not to place the Authority or any other partner in default of any of its obligations to the European Commission, to any of the other Partners and otherwise in relation to the Project, and will provide all information, documents, reports and other assistance in connection with the Project at the time requested by the Authority to enable it to fulfil its obligations under the Project.

10.2 **The Co-Financer** will provide the Authority with full information and assistance and perform all acts and do all things necessary to remedy any breach of this Agreement to the Authority and the European Commission's satisfaction immediately following receipt of any notice from the Authority or the European Commission notifying it that it has failed to honour one of the obligations under the Project. **The Co-Financer** will also upon termination of the Project by the European Commission immediately upon request by the Authority provide full comments information and assistance in order that the Authority may request the European Commission to confirm/amend its decision in accordance with the Common Provisions.

10.3 If **the Co-Financer** reasonably believes at any time that a substantial modification is or may be required to the Project, it shall discuss the same with the Authority without delay, and shall co-operate with the Authority in order to raise the same with the European Commission at the Authority's discretion.

10.4 **The Co-Financer** undertakes to preserve the confidentiality, within the terms of the Freedom of Information, Environmental Information Regulations, of any document information or other material communication to it in confidence.

10.5 This agreement will form part of the overall partnership framework agreements between the Authority, the Project Co-financers and the Project Partners and **the Co-Financer** governing the management of the Project.

11 Termination

11.1 the Authority may terminate this agreement at any time by serving two months' formal written notice on **the Co-Financer** provided valid economic or technical reasons exist and the Authority also serves notice on the Project Partners and the European Commission to terminate the other agreements with the Project Partners and the Project generally.

11.2 **The Co-Financer** may terminate this agreement at any time by written notice to the Authority with immediate effect if the **Abbreviation** considers that any terms or conditions of the grant are not being fulfilled. However, it is accepted that the targets for meeting the objectives are dependent on the co-operation of other Project Partners and this right of recovery will not be used if the Authority can demonstrate that their best endeavours have been used to meet the objectives.

11.3 Termination of the Decision/agreement/contract for financial irregularities shall be without prejudice to the application of other administrative measures or penalties which may be imposed in accordance with Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities' financial interests.

12 Jurisdiction

12.1 In the event of a dispute regarding the terms of this agreement the Law of England and Wales shall apply and the sole jurisdiction for resolution shall be the Courts of England and Wales.

12.2 If a dispute arises the parties shall refer the same to a representative of each party who shall use best endeavours to resolve the dispute. The representative shall be **Christopher Dean** of the Authority and Name Job title of **the Co-Financer**. . If the dispute or difference is not resolved by the said representatives within 14 days of the dispute first being referred to either of them, any party may propose to the other in writing that the matter be referred to an independent expert who shall be an appropriately qualified relevant professional experienced in dealing with the general subject matter of the dispute (**the Independent Expert**).

13. Standard interpretation provisions

The standard interpretation provisions in the Schedule shall apply to this Agreement.

Authorised signatories:

Name: _____ Position: _____

Signed: _____ **pp** . Dated: _____

Name _____ Position: _____

Signed: _____ **pp The Authority** Dated: _____

SCHEDULE Standard interpretation provisions for LIFE+ Co-financer agreement

1. General

1.1 Notices

Unless otherwise expressly stated in this agreement, all notices and other communications required or permitted to be given under this agreement shall be in writing and shall be deemed duly served if delivered personally or sent by fax or pre-paid registered post to the addressee at the address set opposite its name set out above, or such other address as either party may notify to the other for this purpose from time to time.

For the Authority: **Head of Law** Fax: **XXXXX**

For the Co-Financer. : For the attention of **XXXXX** Fax: **XXXXX**

Any notice shall be deemed to have been duly served if delivered by hand, on delivery; if sent by pre-paid registered mail, 2 working days after posting; or if sent by fax, on confirmation of transmission, and in proving the service of any notice it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee. For the avoidance of doubt, notice given under this agreement shall not be validly served if sent by e-mail.

1.2 Waiver

The failure of either party to insist upon strict performance of any provision of this agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this agreement. A waiver of any default shall not constitute a waiver of any subsequent default. No waiver of any of the provisions of this agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of paragraph 1.1 above.

1.3. Severability

If any of the terms, conditions, or provisions of this agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent to be permitted by law.

1.4. Partnership

Nothing in this agreement shall be deemed to constitute a partnership between the parties hereto nor constitute one the agent of the other for any purpose.

1.5 Entire agreement

This agreement and any document expressly referred to herein represents the entire agreement between the parties in relation to the subject matter of this agreement.

1.6 Force Majeure

Neither party is liable for failing to fulfil its obligations due to causes beyond its reasonable control including, without limitation, acts of God, civil or military authority, war riots, strikes, or fire.

1.7 *Contracts (Rights of Third Parties) Act 1999*

The European Commission and any Project Partner shall have the right to enforce any term of this Agreement which is expressly or impliedly in its favour. Except as expressly set out in this paragraph, no person who is not a party to this Agreement shall have any right to enforce any provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

1.8. *Subcontractors*

This Agreement is personal to **Abbreviation**. **Abbreviation** may not subcontract, hold on trust, assign, novate or otherwise transfer or deal with any of its rights or obligations under this agreement without the prior written approval of the Authority.

Annex 3:



LIFE Guidelines for Partnership Agreements

LIFE Programme (European Commission)

rev. August 14, 2014 (corrected references)

Grant agreements concluded under the LIFE programme can be implemented by more than one beneficiary.

While Articles II.1.2 and II.1.3 of the General Conditions outline the specific role of each type of beneficiary, Article II.1.1 of the General Conditions describes common obligations and specifies that the coordinating beneficiary and the associated beneficiaries are jointly and severally responsible for carrying out the project and complying with the relevant legal obligations. To facilitate this in practice, Article II.1.1 (c) in conjunction with Article II.1.3 of the General Conditions require that the coordinating beneficiary shall conclude agreements with each associated beneficiary describing their technical and financial participation in the project.

The key characteristics of a partnership agreement are as follows:

1. A partnership agreement must be fully compatible with the grant agreement (including the General Conditions and the full revised project proposal) signed by the Coordinating beneficiary for all beneficiaries with the Agency/Commission, which must be annexed to the partnership agreement.
2. It shall make precise reference to the General Conditions. Unless explicitly stated otherwise, all parts of the General Conditions are relevant for and apply to both the coordinating beneficiary and the associated beneficiary.
3. The provisions of the grant agreement, including the mandate¹ stipulating that the associated beneficiary gives the coordinating beneficiary the mandate to act on its behalf towards the Executive Agency for Small and Medium sized Enterprises (EASME) of the European Commission, hereinafter referred to as "the Agency") or directly the European Commission (hereinafter referred to as "the Commission"), shall take precedence over any other agreement between the associated beneficiary and the coordinating beneficiary that may have an effect on the implementation of the grant agreement between the coordinating beneficiary and the Agency/Commission (including this partnership agreement);
4. It shall be signed by the coordinating beneficiary and the associated beneficiary;
5. It shall define the role of the coordinating beneficiary and the associated beneficiary, their responsibilities and the means to carry out the tasks foreseen in the grant agreement. A detailed description of the technical and financial participation in the project is therefore required;
6. It shall contain provisions to prevent conflicts and to establish ways to settle disputes in the best way;
7. It shall set out procedures for organising internal project funding in the most efficient and cost effective way.

¹ Annex IV to the Grant Agreement consisting of Form(s) A4 of the Project proposal in Annex II to the Grant agreement.

Please note that partnership agreements are legal documents. The contracting parties (i.e. the coordinating beneficiary and the associated beneficiary) have the sole responsibility to draw up the written agreement in line with their respective national law. The Agency/Commission cannot be held responsible for the format and contents of the partnership agreement concluded between the coordinating beneficiary and the associated beneficiary. The language of the agreement may be chosen by the contracting parties among the official languages of the European Union.

The conclusion of the partnership agreement shall be notified to the Agency/Commission along with the first progress report within the meaning of Article II.23 of the General. s

The following pages present a template for a Partnership Agreement. Please note that this format is not binding; other formats containing at least a similar level of detail are also acceptable.

Partnership agreement
Concerning the LIFE project
(Short name) + (LIFE Grant agreement reference n°)

The Coordinating Beneficiary *[Name of the entity]* *[Department]*
[Full address]

represented by

[Name]
[Function of the person]

AND

The Associated Beneficiary
[Name of the entity]
[Department]
[Full address]

represented by

[Name]
[Function of the person]

HAVE AGREED

1. Subject

This partnership agreement is concluded in relation to the LIFE project *[full name]*, as described in Grant Agreement *[reference n°]*, signed on *[date of signature]* and <including existing amendment[s] *[number]* of *[date]*, <*[number]* of *[date]* ...> all> annexed hereto.

The grant agreement (and any amendment thereto) signed by the coordinating beneficiary and the European Agency/Commission, which includes Special Conditions, the General Conditions in Annex I to the LIFE Grant Agreement (hereinafter referred to as "the General Conditions"), the full project proposal and the other annexes, forms an integral part of this partnership agreement. Unless explicitly stated otherwise, all parts of the General Conditions are relevant for and apply to both the coordinating beneficiary and the associated beneficiary.

The provisions of the grant agreement, including the mandate² stipulating that the associated beneficiary gives the coordinating beneficiary the mandate to act on its behalf towards the Agency/Commission, shall take precedence over any other agreement between the associated

² Annex IV to the Grant Agreement consisting of Form(s) A4 of the Project proposal in Annex II to the Grant agreement.

beneficiary and the coordinating beneficiary that may have an effect on the implementation of the above-mentioned grant agreement between the coordinating beneficiary and the Agency/Commission.

2. Duration

This partnership agreement enters into force when the last of the two parties (coordinating beneficiary / associated beneficiary) signs, and terminates five years after the date of the payment of the balance by the coordinating beneficiary to the associated beneficiary.

3. Role and obligations of the coordinating beneficiary

Article II.1.3 of the General Conditions sets out the role and general obligations of the coordinating beneficiary. The modalities for implementing this article are:

- the coordinating beneficiary shall provide the associated beneficiary with copies of technical and financial reports submitted to the Agency/Commission as well as the Agency/Commission's reactions to these documents. The coordinating beneficiary shall regularly inform the associated beneficiary about communication with the Agency/Commission concerning the project;
- In exercising the mandate given by the associated beneficiary to act on its behalf, the coordinating beneficiary will take into due consideration the interests and concerns of the associated beneficiary, whom the coordinating beneficiary will consult whenever appropriate and especially prior to requesting any modification of the grant agreement;
- *[specify **payment** terms for the distribution of amounts corresponding to the associated beneficiary's participation in the project];*
- *<other modalities as needed>.*

4. Role and obligations of the associated beneficiary

Article II.1.2 of the General Conditions sets out the role and general obligations of the associated beneficiary. The modalities for implementing this article are:

- *[specify the exact role of the associated beneficiary in as much detail as possible and in full compliance with the project proposal as annexed to the grant agreement with the European Agency/Commission. Quantified targets should be determined whenever possible];*
- *[specify the financial contribution of the associated beneficiary and estimated share of the EU contribution];*
- *<other modalities as needed>.*

5. Common obligations for both the coordinating beneficiary and the associated beneficiary

Article II.1.1 of the General Conditions, sets out common obligations for both the coordinating beneficiary and the associated beneficiary. The modalities for implementing this article are:

- *[specify periods (e.g. once a month) or deadlines for the associated beneficiary to send copies of supporting (accounting) documentation to the coordinating beneficiary];*
- *[specify modalities concerning project management and reporting meetings];*
- *<other modalities as needed>/*

6. Project co-financers

*<reference, if relevant, to any agreements that the associated **beneficiary** shall conclude with co-financers to ensure co-funding>*

7. Technical activity reports

The associated beneficiary shall provide any relevant information to the coordinating beneficiary in due time before the submission of reports to the Agency/Commission and be available with additional information, should the Agency/Commission so request.

The reporting schedule for the project is as follows:

[a precise schedule for reporting from the associated beneficiary to the coordinating beneficiary on the LIFE project].

8. Financial reporting

The associated beneficiary is obliged to report costs as specified in the General Conditions and the grant agreement.

Regarding the final statement of expenditure and income, the associated beneficiary shall provide the coordinating beneficiary with a dated and signed "participant cost statement summary" at least *[number]* days before the deadline for submission to the Agency/Commission of the final report.

*<If applicable: The deadline for the associated beneficiary to provide the coordinating beneficiary with the mid-term financial statement is *[number]* days before the deadline for submission to the Agency/Commission of the mid-term report.>*

The procedure to collect the data and to channel them through the coordinating beneficiary regularly is *[provide details]*.

9. Estimated eligible costs and associated beneficiary's financial contribution to the project

In accordance with the "declaration of the associated beneficiary", the associated beneficiary will implement actions with an estimated total cost of € *[amount]*.

The associated beneficiary will contribute € *[amount]* to the project of own financial resources.

On the basis of the above amounts, the associated beneficiary will receive from the coordinating beneficiary a maximum amount of € *[amount]* as share of the EU contribution.

The estimated total costs incurred by the associated beneficiary will be regularly reviewed during the project. In agreement with the coordinating beneficiary (which will take into account the total costs of the project incurred by all participants), the amounts specified in this Article can be modified, provided that the modifications are in line with the grant agreement concerning the project budget.

The final settlement will be based on the Agency/Commission's assessment of the final statement of expenditure and income and more precisely on the accepted eligible costs of the project.

According to Article II.25 of the General Conditions, in case the project generates profit, the EU contribution will be reduced proportionally to the actual final rate of reimbursement of the eligible costs approved by the Agency/Commission. The remaining portion of any such profit will be allocated to beneficiaries as follows: *[explain mechanism]*.

10. Payment terms

Unless requested otherwise in writing by the associated beneficiary, the coordinating beneficiary shall make all payments to the following bank account of the associated beneficiary: *[account details]*.

The payment scheme between the coordinating beneficiary and the associated beneficiary is *[..... For instance, the payment scheme could follow the payments made by the Agency/Commission to the coordinating beneficiary, e.g. within one month from receipt of the pre-financing / final payment. or the payment scheme can be based on the tasks carried out by the associated beneficiary]*.

The coordinating beneficiary and the associated beneficiary agree that all payments are considered as pre-financing payments until the Agency/Commission has approved the final technical and financial reports and has transferred the final payment to the coordinating beneficiary.

<recommended: The coordinating beneficiary shall transfer the share of the final payment to the associated beneficiary after the Agency/Commission has made the final payment.*>*

The coordinating beneficiary may recover any amounts which have been unduly paid to the associated beneficiary, including unduly paid amounts identified as such during an ex-post audit by the Agency/Commission.

11. Termination of partnership agreement

[The coordinating beneficiary and the associated beneficiary should set the conditions for an anticipated termination of the partnership agreement. Reference should be made to the General Conditions.]

12. Jurisdiction clause

Failing amicable settlement, the Court of *[country]* shall have sole competence to rule on any dispute between the contracting parties in respect of this agreement.

The law applicable to this agreement shall be the law of *[country]*

Done at *[place]* on *[date]*, in duplicate in *[language]*

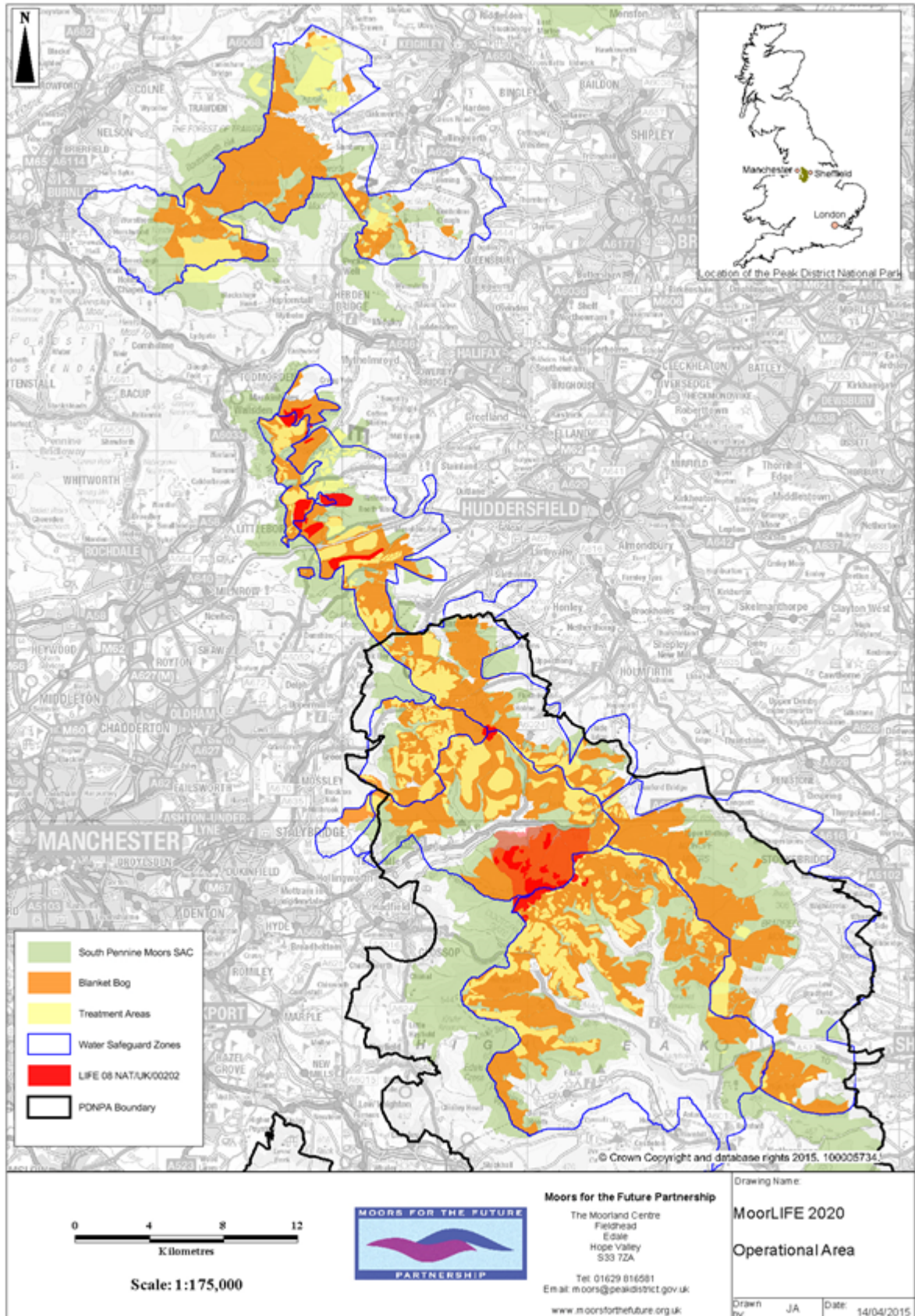
For the coordinating beneficiary
beneficiary

For the associated

ANNEXES:

- The LIFE Grant Agreement signed between the European Agency/Commission and the coordinating beneficiary, including all annexes thereto
- If relevant: amendments to the LIFE Grant Agreement signed between European Agency/Commission and the coordinating beneficiary

Annex 4: MoorLIFE 2020 Operational Area

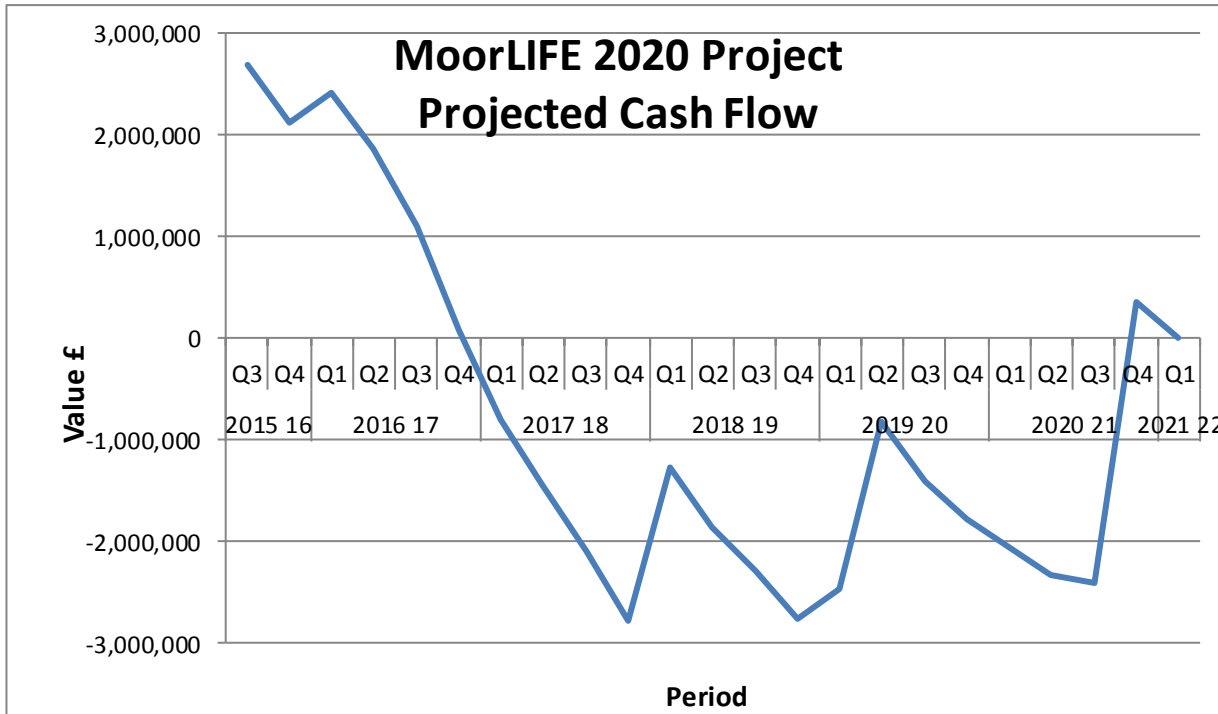


Annex 5.1 Cash flow Forecast MoorLIFE 2020

MoorLIFE 2020 Project Cash Flow Forecast												
		Sterling										
ELEMENT		TOTAL	2015 16		2016 17				2017 18			
			Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
EXPENDITURE												
1	Personnel	2939297	217775	184661	153426	180079	134896	159905	215873	150330	111086	131992
2	Travel and subsistence	250293	9270	20351	18678	17198	11130	9181	19059	14784	10108	7186
3	External assistance	3889947	11352	111966	73954	118207	309760	347778	313178	195625	330157	365400
4a	Equipment and materials	399585	157355	190635	2280	3983	30000	1000	1975	100	2105	100
4c	Prototype	17260	0	0	17260	0	0	0	0	0	0	0
6	Consumables	3166953	11154	13176	44879	185573	238224	451161	942888	236236	131464	126242
7	Other costs	163707	17063	5249	2000	0	7718	0	1150	16417	25135	15666
8	Overheads	780940	53250	40998	37875	37875	37875	37875	38852	38852	38852	38852
To Associated Bens		1174712	352414		0	0	0	0	0	0	0	0
Total expenditure for the period		12782694	829633	567036	350353	542916	769605	1006901	1532974	652343	648907	685439
Cumulative expenditure			829633	1396669	1747022	2289938	3059542	4066444	5599417	6251760	6900667	7586106
INCOME												
	EU LIFE	9587019	2876106									
	Severn Trent	1115039	223008		223008				223008			
	United Utilities	1021188	204238		204238				204238			
	Yorkshire Water	929198	185840		185840				185840			
	National Trust	55250	11050		11050				11050			
	Pennine Prospects	25000	5000		5000				5000			
	RSPB	25000	5000		5000				5000			
	PDNPA	25000	5000		5000				5000			
Total income for the period			3515241		639135	0	0	0	639135	0	0	0
Cumulative income			3515241	3515241	4154376	4154376	4154376	4154376	4793511	4793511	4793511	4793511
Balance			2,685,608	2,118,572	2,407,354	1,864,438	1,094,833	87,932	-805,907	-1,458,249	-2,107,156	-2,792,595

2018 19				2019 20				2020 21				2021 22
Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
220773	104718	97101	118005	148515	93271	94486	104438	122992	123216	47891	18463	5405
12680	14845	11437	11516	10612	12936	9797	7851	13081	8560	34	0	0
348313	78803	260578	299072	93197	53320	190393	218637	71549	58709	0	40000	0
4174	100	100	100	2975	100	100	100	1100	100	106	1000	0
0	0	0	0	0	0	0	0	0	0	0	0	0
417521	113616	10360	1468	46665	75518	6014	764	41274	72180	574	0	0
1150	0	9469	0	1150	0	7718	351	801	351	319	52000	0
39613	39613	39613	39613	40413	40413	40413	40413	19421	19421	19421	1414	0
0	234942	0	0	0	0	234942	0	0	0	0	0	352414
1044224	586636	428658	469774	343527	275559	583863	372553	270218	282536	68344	112877	357819
8630329	9216965	9645623	10115397	10458924	10734483	11318346	11690899	11961118	12243653	12311998	12424874	12782693
1917404					1917404						2876105	
223008				223008								
204238				204238								
185840				185840								
11050				11050								
5000				5000								
5000				5000								
5000				5000								
2556539	0	0	0	639135	1917404	0	0	0	0	0	2876105	0
7350050	7350050	7350050	7350050	7989185	9906589	9906589	9906589	9906589	9906589	9906589	12782694	12782694
-1,280,280	-1,866,915	-2,295,573	-2,765,347	-2,469,739	-827,894	-1,411,757	-1,784,311	-2,054,529	-2,337,065	-2,405,409	357,819	0

Annex 5.2 Cash flow Chart MoorLIFE 2020



Annex 6: Project Description

The aim of this project is to conserve and protect the EU priority habitat Active Blanket Bog (ABB) within the South Pennine Moors Special Area for Conservation (SAC) and the ecosystem services it provides. Project objectives address the priority threats to active blanket bog identified for this SAC in the 'Improvement Programme for England's Natura 2000 Sites' project. Prioritising works within Water Safeguard Zones, MoorLIFE 2020 will:

1. Protect the integrity of approximately 9500ha of active blanket bog (through implementation of best practice and development of techniques) by:

- a)** Stopping the erosion of the peat body by re-vegetating 837 ha of bare peat and ensuring the positive trajectory of a further 2030ha.
- b)** Raising water tables to reducing chemical peat erosion by blocking 50,402m of grips and 57,582 m of erosion gullies.
- c)** Reducing wildfire risk and increasing habitat resilience by diversifying 4640ha of homogenous vegetation.
- d)** Improving the hydrological integrity of the blanket bog and reducing wildfire risk and severity by delivering and further developing Sphagnum reintroduction methods.
- e)** Reducing erosion of the peat body and raising water tables by trials of blocking peat pipes.

2. Increase the resilience of 8500ha of active blanket bog habitat by:

- a)** Introducing appropriate active blanket bog plant species in 1400ha of species poor active blanket bog.
- b)** Controlling invasive species on in 1800ha of active blanket bog.

3. Safeguard Active Blanket Bog through promotion of land management appropriate to the protection; responsible enjoyment; and reducing the threat of wildfire. We will achieve this through:

- a)** Creating a land management advisor role and programme of events and communication materials to engage with the full range of land owners and managers on managing the Special Protection Area (SPA) / SAC with regard for the protection of the active blanket bog and its ecosystem services.
- b)** Delivery of an innovative and diverse programme of communication events, materials and campaigns to engage with the public, local communities, and visitors to the SAC about the value and importance of active blanket bog and the role they can play in looking after this habitat.
- c)** Developing a programme of events, tools and communication materials to address the risk and impact of wildfires in the SAC.

Project Actions

Actions will deliver direct habitat improvements through capital works activities to:

1. Protect ABB by stabilising (re-vegetating) bare and eroding peat.
2. Restore blanket bog hydrology by blocking erosion gullies and drainage 'grips'.
3. Increase the resilience of ABB to climate change and the threat of wildfire by increasing vegetational and structural diversity of areas dominated by Cotton grass (*Eriophorum* spp.), Purple Moor Grass (*Molinia caerulea*) or heather (*Calluna vulgaris*)
4. Reduce the threat of invasive species to ABB by the removal of tree seedlings and Rhododendron.
5. Increase the resilience of ABB to climate change and the threat of wildfire by the successful establishment of Sphagnum mosses.

Actions will protect and improve habitat condition through directly addressing the major threats to ABB: current land management and recreational activities. Both present significant threats to ABB, especially through their impact on wildfire risk and severity which is a major threat in the South Pennine Moors SAC.

These Actions will:

1. Inform and influence land management decisions of land owners and managers towards activities that protect or improve the conservation status of ABB. A dedicated Land Management Adviser role will be created who will engage with the land owners and managers through a series of talks, workshops, visits to 'demonstration' sites; and knowledge exchange materials all targeted and tailored to this community.
2. Informing and influencing the general public about the international value of the SPM SAC, its ABB and the ecosystem service it provides to society. Wildfire will be a key aspect of this Action as all wildfires in the SPM SAC are caused by people, either accidentally or maliciously. Wildfire 'watch's' for early fire detection (and better fire-fighting response) and resources for better recording of wildfires will be a major part of this Action.

To monitor the Actions we will use remote sensing methods to efficiently and effectively monitor the biodiversity and ecosystem service impacts, supported by direct monitoring at four demonstration sites. The outcomes will be supported and disseminated by a programme of knowledge exchange and communications events and initiatives including seminars, conference, website, and press campaigns.

Partners

As under the current MoorLIFE project, the PDNPA will fulfil the role of Coordinating Beneficiary for the MoorLIFE 2020 project. Yorkshire Water, Severn Trent Water and United Utilities have agreed to Co-Finance the project. As under the current MoorLIFE project, each Co-Financer will sign an agreement with the PDNPA setting out the contribution of Co-Financer payments to the Authority and the project obligations, as part of the PDNPA's acceptance of the grant and signing of the grant agreement. We also may require the project partners to sign side agreements to assist with resources to support the programme team.

Under MoorLIFE 2020, some project actions will be delivered by three Associated Beneficiaries. They are the National Trust (High Peak and Marsden Moor Offices), RSPB and Pennine Prospects. All Beneficiaries are jointly and severally liable for the implementation of the project and complying with the relevant legal

obligations. Partnership agreements (based upon LIFE Documentation) will be established between the PDNPA and each of the Associated Beneficiaries. Each agreement will specify the roles and obligation of the Associated Beneficiary and the PDNPA, reporting requirements, payment terms and outputs to be achieved and eligible costs to be incurred.

In addition, the Environment Agency and Natural England have both agreed to provide technical assistance to the project through membership of the project's Steering Group.

Project Outputs

The project will achieve the following outputs over its five year lifetime:

- Stabilise and diversify 2040ha of damaged ground (43ha of bare and eroding peat) within a mosaic of 104,528ha of active blanket bog;
- Installation of 8226 gully blocks along 57,582 m of gullies;
- Installation of 7172 grip blocks along 50,204 m of grips;
- Development of best practice techniques for management of peat pipes, application of Sphagnum at a landscape scale and re-establishment of sphagnum to heather (*Calluna vulgaris*), purple moor-grass (*Molinia caerulea*) and cottongrass (*Eriophorum spp.*) dominated blanket bog;
- Apply sphagnum to 970ha of cut *Calluna*, *Molinia* and *Eriophorum* dominated blanket bog;
- Remove 1.36 ha of established Rhododendron plants;
- Clear 1800ha of invasive woody seedlings;
- Use monitoring data to create 'restoration trajectories' to assess the success capital works and communicate this to stakeholders
- Produce an up to date (2015) map of land / vegetation cover as a baseline for the project.
- Identify and evidence questions that the land owner / manager community have for which we do not have evidence.
- Establish four biodiversity and ecosystem service monitoring sites to evidence and demonstrate works are achieving desired outcomes.
- High resolution mapping of capital works sites, using remote sensing technology to enable work planning, and spatially extensive and high resolution monitoring of biodiversity targets.
- Evidence effective methods of peat pipe blocking to inform best practice guidance for this activity.
- Evidence carbon budget in project delivery and carbon benefits of the capital works programme.
- Develop land management materials and code of practice for sustainable moorland management, to balance production and nature conservation outcomes for the Active Blanket Bog;
- Undertake 20 land manager events on four demonstration sites;
- Undertake 80 visits to land managers;

- Establish Junior MoorLIFE, giving young people the chance to attend a Euro Parks youth ranger congress to share experiences of blanket bog conservation;
- Reach residents, local communities, through 80 events (mix of urban shopping malls to village hall events in rural communities) using the 'Bogtastic' van;
- Project website established and maintained;
- Demonstration site information and interpretation boards installed;

Annex 7: Risk Assessment and Management

Moors for the Future Partnership Risks			
CF = Co-financer AB = Associated Beneficiary ToR = Terms of Reference			
Item	Description	Identified risks	Mitigation
Programme management support	Lack of adequate core funding resources from partners for the programme team	The costs of the high level supervision from the core team which we know will be necessary may not be fundable through the ML2020 overhead	Before agreeing to accept the grant a negotiation to establish adequate resourcing of the programme team is necessary
Item	Description	Identified risks	Mitigation
Project Governance	Steering Group (SG) for the ML2020 project	<ul style="list-style-type: none"> • That the SG is not staffed by officers of a high enough authority (or effectively delegated) to take decisions • That the group misunderstands its role or its priorities • The group is ineffective in supporting the Project Manager 	Ensure that the ToR for project groups (within the MFFP ToR) are adequately implemented.
Item	Description	Identified risks	Mitigation
AB Delivery requirements	Supply of timely reporting and agreed support. Compliance with EU and PDNPA agreements for the project.	Poor deadline and resource supply will impact on project team and Coordinating Beneficiary ability to deliver project	<ul style="list-style-type: none"> • Reinforce the requirements of the agreements and the project delivery responsibilities regularly • Robust contract in place
Item	Description	Identified risks	Mitigation
CF delivery requirements	Supply of timely reporting and agreed support. Compliance with EU and PDNPA agreements for the project.	Poor deadline and resource supply will impact on project team and Coordinating Beneficiary ability to deliver project	Reinforce the requirements of the agreements and the project delivery responsibilities regularly

Peak District National Park Corporate Risks

Item	Description	Identified risks	Mitigation
Cash flow and grant payments	Detailed cash flow analysis to inform cumulative risk assessment above.	Cash flow may not be forthcoming without good advance planning	Requires a good cash flow estimate of both known expenditure and likely new business expectations
Item	Description	Identified risks	Mitigation
Currency exchange risk	Grant reimbursement will be in Euros generally after spending has taken place in sterling	An adverse exchange rate may leave the Authority unable to reclaim all its costs	A currency strategy will be put in place following advice from the Chief Finance Officer
Item	Description	Identified risks	Mitigation
Programme and Project management	Appropriate support for the project team and effective project management to meet delivery within triple constraints	Ineffective processes causing missed delivery deadlines	Compliance with the MFFP Programme and Project management tool kit
Item	Description	Identified risks	Mitigation
Corporate services support	Supporting services paid for through the CO contribution on each of the team employed	<ul style="list-style-type: none"> • Adequate accommodation and office facility provision • Legal support • Financial support 	Clear understanding given of necessary requirements (when these are known) in order for a planned approach
Item	Description	Identified risks	Mitigation
Office facility generally	Provision of all the required office and related services to support the delivery team	<ul style="list-style-type: none"> • That the authority is unable to support the necessary provision • Late decision on the location of the future office base leaving no time to implement this before project start up 	Business case to June RMT considering accommodation options
Item	Description	Identified risks	Mitigation
Office facility ICT	The broad band connection to Edale is currently of a lower	<ul style="list-style-type: none"> • Off site data backup is currently not possible 	Ensure a reliable onsite server and backup system is maintained.

	capacity than ideal for the business expectations of the team	<ul style="list-style-type: none"> Accessing large files on the Edale server when out of the office is slow 	Ensure staff are aware of the limitations of the system and are able to work around this. Advantage is taken of the improving broadband cover and technology as this becomes available.
Item	Description	Identified risks	Mitigation
Insurance liability	To cover any liability which the project may place on the Authority	<ul style="list-style-type: none"> Third party risks to the public resulting from the work of the project Liability cover for staff undertaking work 	Make insurance provider clearly aware of type of work undertaken and ensure risks within this are covered
Item	Description	Identified risks	Mitigation
H & S management	Major Health and Safety measures which may be required concerns (the general working H&S will be covered in the plans for individual projects)	<ul style="list-style-type: none"> Major airlifting accident Major road accident Major natural disaster (storm, fire, flood) 	<ul style="list-style-type: none"> Appropriate disaster management and recovery planning Understand and comply with all CAA and Health and Safety executive requirements Have appropriate training (e.g. IOSH and CDM) in place
Item	Description	Identified risks	Mitigation
Radical shift in EU or UK policy	Policy change which resulted in a withdrawal from the EU or large reduction in the PDNPA grant in aid	Ability to deliver project is seriously damaged.	Maintain high level advocacy with the new administration
MoorLIFE 2020 Team Project delivery Risks			
Item	Description	Identified risks	Mitigation
Working on a Natura 2000 site	The work is undertaken on a Natura 2000 site and must not have a negative impact on the interest features of the site	The work could have a potential impact on the interest features of two Natura 2000 sites, the South Pennines Moors SAC and on the South Pennines Moors SPA. These impacts	<ul style="list-style-type: none"> Natural England is the Statutory Body responsible for sites of geological and geo-morphological interest as well as nature conservation interest and sits on the MoorLIFE 2020 Steering Group. NE has maps of all sites of

		<p>include:</p> <ul style="list-style-type: none"> • works on SSSI geomorphological features, which could be destroyed by inappropriate gully blocking; • populations of the breeding golden plover (<i>Pluvialis apricaria</i>), which may be affected by a reduction in the area of bare peat; • Actions (C1 and C5) require collection of material from the SAC itself. 	<p>geological and geomorphological interest which we will have access to and prior to consent being given for any works, these will be checked by local officers and consultations undertaken with NE geological and geo-morphological specialists nationwide. If features are identified within the area to be treated, any erosion feature can be removed from the treatment area if requested by NE so that there will be no negative impact on any erosion features. The erosion features mentioned, if present, form very small, readily identifiable sections of the site and working around them is possible.</p> <ul style="list-style-type: none"> • Works will be timed to minimise the activity on the SPA during the most sensitive period for the breeding birds (which is April – July), some works will be necessary at that time but such works are designed to carry the least impact achievable. Machinery will not be used in areas that are sensitive to the impact. The work is designed to restore the interest features, and under the Habitats & Species
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			<p>Directives constitutes work necessary for the interest of the site.</p> <ul style="list-style-type: none"> We will source cut material in some circumstances but we will have to ensure that the cutting is not damaging the donor site. All donor sites will be approved by NE, in order to ensure that they are not damaged and that they have a suitable suite of species.
Item	Description	Identified risks	Mitigation
Heather Brash Supply	A significant issue for the successful delivery of this project within the timescales proposed is the supply of heather brash.	It is important that heather brash is applied during year 1 of the restoration of a site, prior to the application of lime, seed and fertiliser. Heather brash is a finite product available on an annual cycle.	Due to our previous experience, we believe that sufficient locally sourced material is available.
Item	Description	Identified risks	Mitigation
Lack of skilled labour	Our ability to undertake much of the work is dependent on the availability of contractors.	There is a shortage of skilled labour for implementing some of the works, particularly for gully/ grip blocking and the helicopter application of lime and fertiliser	We will mitigate this threat by completing our contracting where possible in year 1 of the project, as preparatory action A4. This will identify any situations where further identification is associated.
Item	Description	Identified risks	Mitigation

Poor harvest of locally sourced seed	All locally sourced seed (e.g. wavy-hair grass) is subject to availability.	It will always be possible to source local wavy-hair grass, although the cost will vary depending on the season.	We will ensure that all tenders for the supply of locally sourced seed are released in plenty of time for sufficient collection, and this will be a key point highlighted in the project plan. In addition, if material is not available when ideally required, it can be sown one year later with very little impact on the overall level of vegetation.
Item	Description	Identified risks	Mitigation
Loss of Key personnel	In a project of this type and length, the project team is very important to ensure that works progress as currently predicted.	Loss of experienced staff which may risk progress as recruitment and induction is completed.	In order to mitigate the risk of this factor, detailed project delivery plans will be produced (Actions A2 and A3). Responsibility for delivery of each stream within the project will rest with more than one person, mitigating the risk of personnel changes.
Item	Description	Identified risks	Mitigation
Failure of Nurse crop	The success of germination and primary growth is weather dependant	The evidence from the Moors for the Future restoration work is that if there is one bad year (hot and dry) for the nurse crop, the grasses will recover in the following year, particularly if the winter is wet. If there are two bad years, with a dry winter between, there is a risk of the seedlings not recovering. This	With heather brush applied prior to the application of seed, lime and fertiliser, the impact of a dry summer is significantly reduced.

		appears only to be an issue with Years 1 and 2 of the restoration, as the seedlings are capable of surviving long dry periods during subsequent years	
Item	Description	Identified risks	Mitigation
Burning of restored areas	Through a wildfire event or out of control management burn	There is the potential for all of the restoration work, particularly those areas using heather brash and timber dams, to be burnt if wildfires occur between April and October. This is the main proximate cause for the development of the areas of bare peat that we are seeking to restore.	Mitigating this risk is the basis of the Land Manager Engagement and Bogtastic campaigns (Actions C6 and E7).
Item	Description	Identified risks	Mitigation
Consent will be required for the gully blocking work	Because the drain-blocking work we plan to carry out is likely to have a significant effect on the pattern of water run-off from the blanket bog, we will have to obtain consent for it from the statutory Water Controlling Authority.	If we do not obtain consent, it will not be possible for us to block the drains.	The Environment Agency is a Moors for the Future funding partner and has been involved in the development of the Project. We have discussed our plans and they have indicated that they foresee no problems with the consent issue, they have completed an A8 form (A8/4) in support of the project. We are therefore confident that formal written consent will be provided.

Item	Description	Identified risks	Mitigation
We will require support from landowners/tenants and the general public if the project is to be fully effective	Although many of the proposed practical management actions will take place on land under the project partners' control, that is not the case for all of them.	We will have to secure their agreement to work on their land. Moreover, our efforts to promote blanket bog restoration more widely will be adversely affected if support is lacking from local people.	These two factors are critical to the continuing success of the conservation of Active Blanket Bog in the SAC. Actions A5, C6 and E7 are all designed to mitigate these factors.
Item	Description	Identified risks	Mitigation
An outbreak of Livestock disease		A repeat of the foot-and-mouth epidemic, or similar livestock diseases that swept through the UK in 2001 could make it difficult or impossible for us to gain access to the project sites.	It will not be possible for us to take any specific actions to address this threat. However, strict controls have been put in place throughout the UK to prevent another outbreak of foot-and-mouth, and the probability that the project will be impacted by disease is extremely low.
Item	Description	Identified risks	Mitigation
Impact of plant disease		When moving plant material from one site to another, it is possible to transfer plant pathogens (e.g. Phytophthora spp.) and other pests and diseases (e.g. heather beetle, ticks).	We survey all collection sites for the presence of known pests and diseases. Where they are present, we have developed a range of protocols to deal with them.
Item	Description	Identified risks	Mitigation
Increased Atmospheric pollutants	The Actions may be undermined in the long term by increased	It is possible that the work we carry out during this	Again, it will not be possible for us to take any specific actions to address

	atmospheric pollutants deposition	project to restore active blanket bog will be undermined in the long term by acid and/ or nitrogen deposition. However, acid deposition has declined significantly, although the impact of nitrogen deposition is increasing.	this constraint. However, the work we will do to restore and conserve active blanket bog will greatly improve its resilience in the face of any increase in acid and/ or nitrogen deposition that does occur.
Item	Description	Identified risks	Mitigation
Climate Change	The Actions may be undermined in the long-term by climate change	It is significantly possible that climate change will have an adverse impact on the blanket bog in the project area.	We will not take any actions specifically to counter the potential impacts of climate change. As with atmospheric deposition, however, the restorative work we plan to carry out will substantially increase the ability of the targeted blanket bog to withstand any potentially damaging changes that do occur. The loss of carbon, particularly “old carbon” (carbon, like coal and oil that was previously locked up and inactive in the system) from the peat soils of the uplands is a significant source of UK carbon emissions. The work to prevent the loss of peat through erosion will help to reduce the UK’s emissions and, if peat formation starts again

			there is the opportunity to turn net sources of carbon into net sinks. Finally, the work on increasing awareness and responding quickly to fires that do occur (E7) will be even more important than they are at present if summers become warmer and drier, because this change would be likely to lead to an increased risk of fire in the uplands.
Item	Description	Identified risks	Mitigation
Global economic crisis	The impacts of global economic crisis and recession – unknown impacts on materials and fuel costs in the longer term	Costs for many items required for restoration have risen significantly in the last twelve months (e.g. aviation fuel, N:P:K fertilisers, transportation costs). This could potentially have a significant impact on the area that can be treated.	All works will be timed to overcome seasonal variations in commodities, for example, fertiliser costs can be reduced by purchasing at low points in the fertiliser supply cycle and we will monitor prices to ensure that we are buying at the best possible time. All procurement will be undertaken on the basis of Best Value supply, securing longer term contracts when beneficial and short term ones where expensive purchases cannot be avoided. This is being undertaken in year 1 of the project, through Action A4.
Item	Description	Identified risks	Mitigation
Weather conditions	Weather conditions will affect the	The most significant factor	Our experience over the past 10

	work programme	affecting the delivery of any of the actions is the changeable nature of the weather conditions on the moors. This can have a serious impact on timescales for many activities and can reduce the time available for flying, for collecting aerial imagery as well as undertaking works.	years has shown how much contingency needs to be allowed in order to compensate for weather conditions. This has been allowed for in preparing the work programme and will also be addressed during the project planning phase (Actions A2 and A3).
Item	Description	Identified risks	Mitigation
Land Management and conservation site access restrictions	There are a number of periods during the year when access to sites is restricted. These include bird breeding season (April 15 to July 31) and the grouse shooting season (mid-August to October).	This reduces the available time period for progressing work which could potentially risk delivery	Our experience over the past 10 years means that we have a very good understanding of these factors. Preparation of the project plans (Actions A2 and A3) will include consideration of allowable working windows.
Item	Description	Identified risks	Mitigation
Development of minor risks	The 30 action areas in the project all have identified constraints and assumptions which carry varying degrees of risk	These more minor delivery risks could escalate under a variety of circumstances	Effective and efficient Project management using the MFFP project management tool kit (RID Log) will monitor and manage all delivery risks

Annex 8: Moors for the Future Organisational Chart (including MoorLIFE 2020)

