

DATED

MEMORANDUM OF UNDERSTANDING

between

National Trust for Places of Historic Interest or Natural Beauty

and

Bournemouth, Christchurch and Poole Council

and

Dorset Council

DRAFT

This Memorandum of Understanding is dated the day of 2023

Between:

The National Trust for Places of Historic Interest or Natural Beauty (charity number 205846) and whose registered office is Heelis, Kemble Drive, Swindon, SN2 2NA ("National Trust");

Bournemouth, Christchurch and Poole Council of The Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY ("BCP"); and

Dorset Council of County Hall, Dorchester, Dorset, DT1 1XJ ("DC").

Individually, a "Party" and collectively, the "Parties".

Background:

- A. The River Stour runs approximate 37km through Dorset, from the western end of the Kingston Lacy Estate to Hengistbury Head.
- B. The Stour Valley is a landscape scale ambition of interconnected accessible spaces along the River Stour that will enable wildlife to thrive and support the wellbeing of the local and wider community.
- C. In 2021, The Stour Valley Strategy Document was published, setting out the objectives. To achieve these objectives, the Parties have agreed to work together ("the Project").
- D. Using this Memorandum of Understanding ("MoU"), the Parties wish to record the basis on which they will collaborate with each other on the Project.

The Parties now agree as follows:

1. Term

1.1 This MoU shall commence on the date signed by the Parties and, unless terminated by any Party giving the others no less than three (3) months' written notice, shall continue for a term of ten (10) years ("the Term") up to and including _____ [date to be inserted on completion].

1.2 By written agreement, the Parties can, at any time during the Term, extend the Term for up to five (5) years.

2. Aims and objectives for the Project

2.1 The Project is intended to create an abundant river system and vibrant landscape along the River Stour, full of life; where people and nature can thrive in harmony with one another, and where people can learn about the past, enjoy the present and work together towards a better future for all. The Stour Valley will reflect the essence and uniqueness of its location, alleviate climate change and restore ecosystem function.

2.2 Through the Project, the Parties will:

- 2.2.1 Deliver joint external advocacy and stakeholder engagement to position The Stour Valley as a leading UK green corridor/ Health and Nature Park.
- 2.2.2 Develop and promote funding and investment proposals that will help deliver its ambitions.
- 2.2.3 Effectively support and work with other partners, on a series of funded partnership projects delivered across The Stour Valley.

2.3 Specific outcomes of the Project include:

- 2.3.1 Create an accessible landscape which will regenerate the River Stour, improve water quality and enhance biodiversity.
- 2.3.2 Support the adoption of long-term sustainable land management; open parts of the river valley for shared public access to improve the health and wellbeing of the locality.
- 2.3.3 Boost the local economy through new business.
- 2.3.4 Help provide the resources for ongoing management of greenspace.
- 2.3.5 Uncover and then enhance the landscape's unique heritage and history.
- 2.3.6 Ensure an integrated approach to future growth, work with relevant sectors – housing, health, transport & culture.
- 2.3.7 Explore the potential of creating a unique brand or identity for the SVP, marketing it as a new regional destination with identifiable gateways (visitor centres, information points, etc).
- 2.3.8 Enable integrated access via public transport and walking/cycle links, encouraging people to choose car-free travel alternatives along and across The Stour Valley.
- 2.3.9 Enhance the landscape's contribution to reducing and managing flood risk.
- 2.3.10 Work to a 10-year time frame for delivery.

2.4 It is envisaged that as the Project progresses the Parties may, by written agreement, choose to add further outcomes to those set out in clause 2.3.

3. Financing the Project

3.1 This MoU is a non-financial arrangement and does not require any monetary contributions from the Parties. However, there will be:

- 3.1.1 Payments in kind of staff and volunteer time, resources, and expenses.
- 3.1.2 Programmes that sit under the Project, with their own financial arrangements.

3.1.3 Recruitment and funding of joint posts when required.

3.2 As the Project evolves, the Parties anticipate that major investment, resource or partnership opportunities will emerge. In this case, the Sponsorship Group may trigger a review of the MoU in order to consider options for joint ventures, and ensure that the necessary agreements are in place to support them.

3.3 Except to the extent described in this MoU, or otherwise agreed between the Parties from time to time, each Party shall be responsible for its own costs incurred in connection with the Project and no Party shall be entitled to charge the other Parties for the provision of its services (or its officers, employees, consultants or agents) provided in connection with the Project.

3.4 No Party shall be liable for any loss suffered by any other Party as a result of this MoU.

4. Key contacts and responsibilities

4.1 The governance structure for the Project is set out in Appendix 1 and may only be varied by written agreement of all the Parties.

4.2 The Sponsorship Group:

4.2.1 The Sponsorship Group is responsible for the Project's outcomes.

4.2.2 The Sponsorship Group will meet when key strategic or substantive items need a decision or where significant risks or issues require senior level authorisation.

4.2.3 The Sponsorship Group is comprised of:

4.2.3.1 Kate Langdown (Director of Environment at BCP)
(kate.langdown@bcpcouncil.gov.uk)

4.2.3.2 Anna Eastgate (Corporate Director Place Services at Dorset)
(anna.eastgate@dorsetcouncil.gov.uk); and

4.2.3.3 Ian Wilson (Assistant Director of Operations for Dorset, Wiltshire and South Somerset at National Trust)
(ian.wilson@nationaltrust.org.uk)

4.2.4 The Sponsorship Group is tasked with:

4.2.4.1 Aligning the Project with corporate strategy.

4.2.4.2 Approving programme delivery priorities.

4.2.4.3 Championing and endorsing the Project at a strategic level.

4.2.4.4 Providing commitment of resources to deliver the Project.

4.2.4.5 Resolving risk or issues of a strategic/political nature.

4.2.4.6 Delegating decision making authority to the Programme Board.

4.3 The Programme Board:

4.3.1 The Programme Board reports to the Sponsorship Group and shall be responsible for the day-to-day delivery of the Project and monitoring its progress.

4.3.2 The Programme Board is comprised of:

4.3.2.1 Martin Whitchurch (Strategic Lead Greenspace & Conservation at BCP) (martin.whitchurch@bcpcouncil.gov.uk);

4.3.2.2 Bridget Betts (Environment Afice Manager at Dorset) (Bridgett.betts@dorsetcouncil.gov.uk);

4.3.2.3 Katherine Church (Stour Valley Park Programme Manager at National Trust) (Katherine.church@nationaltrust.org.uk); and

4.3.2.4 Ian Wilson (Assistant Director of Operations for Dorset Wiltshire and South Somerset at National Trust) (ian.wilson@nationaltrust.org.uk).

4.3.3 The Programme Board is responsible for:

4.3.3.1 Managing and engaging with the Stour Valley Partnership and other stakeholders.

4.3.3.2 Managing the governance structure of the Project.

4.3.3.3 Prioritising and driving project delivery.

4.3.3.4 Overseeing funding applications and management of different funding streams.

4.3.3.5 Managing the Project's budget.

4.3.3.6 Monitoring and reporting progress against the Project's objectives and measuring benefits.

4.3.3.7 Developing and creating the long-term Target Operating Model (i.e., governance structure of the Stour Valley).

5. Principles of collaboration

5.1 The Parties agree to adopt the following principles when carrying out the Project ("Principles"):

- 5.1.1 Collaborate and co-operate. Establish and adhere to the governance structure set out in Appendix 1 to this MoU and ensure that activities are delivered, and actions taken as required.
- 5.1.2 Be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU.
- 5.1.3 Be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- 5.1.4 Learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.
- 5.1.5 Make decisions by unanimous consensus where possible. Where unanimity cannot be reached, decisions can be made by majority, with each Party entitled to one vote.
- 5.1.6 Adopt a positive outlook. Behave in a positive, proactive manner.
- 5.1.7 Adhere to statutory requirements and best practice. Comply with applicable laws and standards including public procurement rules, data protection and freedom of information legislation.
- 5.1.8 Act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support.
- 5.1.9 Manage stakeholders effectively.
- 5.1.10 Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU.
- 5.1.11 Act in good faith to support achievement of the key objectives and compliance with these Principles.

6 Monitoring and evaluation

- 6.1 The Parties commit to monitoring the Project, with the Programme Board tasked with carrying out annual reviews in each year of the Term where the performance of the Project will be assessed against its key objectives.

7 Intellectual property

- 7.1 For the purposes of this clause 7 “Intellectual Property Rights” means all patents, rights to inventions, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each

case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

7.2 The Parties intend that any Intellectual Property Rights created during the Project shall vest in the Party whose employee created them.

7.3 Where any Intellectual Property Rights vests in any Party in accordance with clause 7.2 above, that Party shall, during the Term, grant an irrevocable, non-exclusive, personal, royalty free licence to the other Parties, to use that intellectual property for the purposes of the Project.

7.4 All Intellectual Property Rights not developed or created by a Party pursuant the Project but owned or controlled by a Party and made available to the other Parties for use in relation to the Project shall remain in the ownership of the controlling Party.

7.5 Each Party shall immediately give written notice to the other Parties of any actual, threatened, or suspected infringement of its Intellectual Property Rights used in connection with the Project of which it becomes aware.

8 Data Protection

8.1 Each Party shall ensure that it and its contractors and staff engaged in the Project do not cause the other Parties to breach any laws relating to personal data or privacy in force from time to time ('Data Protection Laws') and that it complies with those Data Protection Laws.

8.2 It is not anticipated that the Parties shall process personal data on behalf of the other Parties in connection with the Project. In the event that a Party (or other appointed external agency or consultancy organisation) does process personal data on behalf of the other Parties, a Data Processing Agreement ("DPA") is required and, where necessary, that Party is to complete a Data Protection Impact Assessment ("DPIA"). In case of any sharing of personal data between Parties, a Data Sharing Agreement ("DSA") is required.

9 Acknowledgments

9.1 Each Party acknowledges that National Trust is a charity and is therefore obliged to operate within its powers and apply its resources in accordance with its charitable objects.

9.2 Each Party acknowledges that BCP and DC are local authorities and are obliged to operate within their powers and apply their resources in accordance with their statutory objectives.

9.3 As at the date of this MoU, none of the Parties anticipate their involvement in the Project to conflict with their objectives or require them to exceed their powers. What's more, no Party shall be obliged to exceed its powers on account of this MoU.

9.4 In the event of any conflict arising between the terms of this MoU and a Party's powers, the Parties shall use their reasonable endeavours to resolve such matters and any

disagreement regarding such resolution shall be resolved using the governance structure set out in Appendix 1.

10 Announcements

- 10.1 When making any public announcements concerning the Project (an "Announcement") the Parties shall consult with one another on the timing, contents and manner of release.
- 10.2 Wherever possible, the Parties shall agree the content of any Announcement prior to its publication.
- 10.3 When making any public announcement on matters outside of the Project which it is reasonable to assume might still have an impact on the Project, the Parties will endeavour to give prior notice and ensure a transparent and effective flow of communications, particularly where it may impact on the other Parties in terms of reputation or brand.
- 10.4 No Party shall use the logos or trademarks of any of the other Parties without that Party's prior written consent.

11 Escalation

- 11.1 If any Party has any issues, concerns or complaints about the Project, or any matter in this MoU, that Party shall notify the other Parties, in writing, and the Parties shall then seek to resolve the issue by a process of consultation.
- 11.2 If the dispute cannot be resolved between the Parties within 30 days of referral as set out in Clause 11.1, then at the instance of any Party, the dispute shall be referred to the Sponsorship Group for resolution.
- 11.3 If any Party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Sponsorship Group. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of both Parties.

12 Variation

- 12.1 This MoU, including the governance structure in Appendix 1, may only be varied by written agreement of all the Parties.

13 Charges and liabilities

- 13.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations and responsibilities under this MoU.
- 13.2 The Parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and no Party intends that the others shall be liable for any loss it suffers as a result of this MoU or any action taken in connection with the Project.

14 Status

14.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter the MoU intending to honour the terms so far as is possible.

14.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party as the agent of the other(s), nor authorise any of the Parties to make or enter into any commitments for or on behalf of the other(s).

15 Governing law and jurisdiction

15.1 This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 11, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of National Trust for
Places of Historic Interest or Natural Beauty

Signature:
Name:
Position:
Date:

Signed for and on behalf of Bournemouth,
Christchurch and Poole Council

Signature:
Name:
Position:
Date:

Signed for and on behalf of Dorset Council

Signature:
Name:
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