

DATED

2017

APPENDIX

Partnership Agreement Relating to the From Miner to Major – the real Sherwood Forest Landscape Partnership



and Schedule 2

Groundwork, Creswell, Ashfield and Mansfield – whose office is at ()

Natural England – whose office is at ()

Newark and Sherwood District Council – whose office is at ()

Nottinghamshire Wildlife Trust – whose office is at ()

Nottingham Trent University – whose office is at ()

RSPB – whose office is at ()

Rural Community Action Nottinghamshire – whose office is at ()

The Forestry Commission – whose office is at ()

The Friends of Moor Pond Woods – whose office is at ()

The Greenwood Community Forest Partnership – whose office is at ()

The Sherwood Forest Trust - whose office is at ()

All of the above together are hereafter referred to individually as a “Supporting Partner” and collectively as “Supporting Partners”.

The Accountable Body, Partners and Supporting Partners constitute the From Miner to Major- the real Sherwood Forest Landscape Partnership (the “Partnership”) and are hereafter referred to individually as a “Party” and collectively as “the Parties”.

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BACKGROUND

The “From Miner to Major - the real Sherwood Forest” Landscape Partnership Scheme (the “Scheme”) is a Heritage Lottery Fund Partnership Scheme. Nottinghamshire County Council is to be the Accountable or Lead Body of the Scheme and the Grantee for receipt of the Heritage Lottery Fund Grant as set out in the Grant Notification Letter.

This Partnership Agreement covers the working and funding arrangements for delivery of the Scheme, including:

- the creation of a Partnership Board to oversee the Scheme;
- the relationship of Partners, Delivery Agents and Supporting Partners; and,
- responsibilities under the HLF Standard Terms of Grant.

The Accountable Body is to receive funding for the Scheme from HLF. The Accountable Body will co-ordinate the Scheme and individual Parties shall be responsible for delivering their respective parts of the Scheme.

This Agreement establishes a Partnership Board made up of one representative of all Parties. The Partnership Board will oversee the Scheme, to set the strategy and direction for the Scheme, provide leadership and decision making, make recommendations regarding its delivery to the Accountable Body and Delivery Agents.

Parties may be either Partners or Supporting Partners:

- Partners have obligations under the HLF Standard Terms of Grant. Partners may also be Delivery Agents responsible for delivering specific Projects within the Scheme as set out in the Landscape Conservation Action Plan.
- Supporting Partners contribute expertise and guidance to support the Scheme through the Partnership but do not have obligations to HLF under the Standard Terms of Grant.

The Accountable Body has sole responsibility for the delivery and implementation of the Scheme. The Accountable Body will manage the financial and contractual administration of the Scheme.

Nottinghamshire County Council will be the employing organisation for the staff in the Scheme Office. The Scheme Manager will receive line management from the Accountable Body and strategic direction from the Board. The Scheme Manager will provide strategic direction and line management for the rest of the staff team to encourage, co-ordinate and support delivery of the Scheme in accordance with the Approved Purposes of the Grant Notification Letter.

The vision for the Scheme is that Sherwood Forest will be where people discover a new sense of pride in our nature, history and legends. A place where ancient woods and heaths are joined by new heathlands created from years of industry. Stories, skills and traditions from Sherwood’s past are brought to life to inspire the future. A new generation looks after Sherwood, supporting wildlife and shaping the future of the forest.

Action will re-connect Sherwood Forest’s core of ancient woodlands and heaths with stories of lost and forgotten places and the people that worked and shaped the ground. The Scheme provides opportunities to restore parts of the landscape from their industrial past, welcoming people to inspire them to be passionate champions of Sherwood Forest. The Scheme will meet the objectives of HLF to improve the management of the landscape and help people connect with it and their heritage; making a difference for heritage, people and communities.

The key aims of the Scheme are:

- **Connecting Sherwood**
Connecting people, nature and heritage of Sherwood Forest

Our focus will be on conserving and re-creating heathland, acid grasslands and wood pastures in the iconic areas of Sherwood Forest and past colliery sites. It will be possible to walk on restored heaths and a network of routes from Mansfield to Ollerton. The disconnected remnants of heaths, woodlands and estate lands will be connected between the farmland and forestry. The marks of the industrial past are changing into areas of heathland and woodland restoration through partners and communities; this will be recognised by greater access and a reduction in anti-social behaviour.

Sherwood is an important stepping stone for many species from far and wide. Fragmented habitats will be reconnected and expanded making the landscape more sustainable and resilient to external factors such as climate change, increase its potential to provide more value from ecosystems services, and provide a benefit for conservation management from economies of scale.

The historic web of routes across Sherwood will be mapped and new routes created to encourage people to explore the sites and places that are hidden in Sherwood. We will look for ways to encourage inclusive physical access, and give a boost to minds and bodies.

- **Understanding Sherwood**
Finding out about the forest, heath, people and places

We will focus on parts of Sherwood that we know very little about. Better knowledge about the distribution and condition of lost or forgotten parts of our heritage in the area will help decision making, including using new technologies to collect and share information. We will explore the connections between the remains of the large scale mining industry and legends of Robin Hood, the Royal Forest and other events. We will find out more about our scarce and important species, including nightjar, adders, common lizards and rare invertebrates, through better knowledge of where they are found in the area.

We will engage and involve people of all backgrounds, ages and abilities in their local places and stories. We will strive to reach new audiences, to discover new chapters to add to the story.

We want to understand more about the ecosystems services that Sherwood Forest provides, working with communities to develop a more universal approach to heritage, with the aim of developing sustainable funding mechanisms for future activities.

- **Skilful Sherwood**
Treasuring skills from the past, and caring for the future of Sherwood Forest

We will focus on understanding what captures people's interests about heritage and conservation topics in Sherwood Forest. We want to inspire people to be the future guardians of Sherwood and get involved. We will use new technologies to share these stories, helping people to maximise use of digital connections.

We will offer taster sessions, short courses, award schemes and accredited training. Our ideas could cover wildlife recording, practical habitat conservation, archaeological investigation, first experiences of archaeological fieldwork, repair and treatment of masonry

and historic building repair. We are interested in joining experts, professionals and local communities with training and skills to record our heritage assets.

We want to hear why people aren't involved in conservation and heritage, and what we can do to change this. We will explore ways to connect with existing training for skills and employment, and ways to volunteer.

- Celebrate Sherwood
Celebrate Sherwood and inspire a new generation

The world will hear new voices from Sherwood Forest - the veteran oaks, Robin Hood, heathland, great estates and colliery heritage as parts of a single landscape story.

Using the new stories and information collected, we want to share this in new ways to expand the diversity and wealth of Sherwood Forest's heritage assets. We want to raise awareness of the landscape and its wildlife, heritage and accessibility through new interpretation, based both off and online, such as Smartphone apps, social media, audio and printed guides, leaflets and interactive resources.

Our visitors will have better access to sites, be encouraged to leave the car at home and explore different in the area. Our interpretation will help develop a gateway of information to Sherwood Forest in the field and online.

We want people living around Sherwood Forest to have a sense of Sherwood Forest on their doorstep through promoting the Scheme and the identity of Sherwood Forest. We are keen for events to attract local people and visitors to help promote the richness of Sherwood Forest's natural and social history.

We also want to involve local people to promote the importance of Sherwood Forest on climate change and ecosystems services, to explain its unique strategic environmental and socio-economic significance.

PARTNERSHIP AGREEMENT

IT IS HEREBY AGREED:

1. Definitions

In this Agreement (which expression shall be deemed to include any schedules and appendices) unless there be something which is inconsistent in the subject or context the following expressions have the following meanings:

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| “Accountable Body” | means Nottinghamshire County Council acting in its specific role as the lead applicant in the second-stage application and recipient of the Grant Notification Letter, and as the administrator of the Grant as set out in clause 3 & 9.1 and elsewhere in the Agreement. |
| ”Agreement” | means this agreement including Schedules and Appendices |
| “Approved Purposes” | means the purposes for which the Grant was applied for and how it is intended to carry out those purposes in the second-round Application as set out in the Grant Notification Letter. |
| “Board” | means the Partnership Board established through this Agreement. |
| ”Contractor” | means any person or team under contract with Delivery Agents or the Scheme Office to undertake work on the Scheme by way of Projects. |
| ”Common Fund” | means the financial resources obtained by the Partners and Delivery Agents, including the Grant and contributions from other funders, which supports the Scheme’s activities and Projects. |
| ”Delivery Agent” | means any of the Parties to this Agreement in Schedule 1 which is specified in the LCAP as delivering a Project within the Scheme, in its capacity as the deliverer of the Project. |
| “First-Round Pass Letter” | means the letter dated 28 November 2014 confirming proceeding to the second round. |
| “Funders” | means funders, apart from HLF and NHMF, contributing to the Scheme from time to time. |
| “Grant” | means the sum of £2,450,400 (Two Million Four Hundred and Fifty Thousand and Four Hundred Pounds) to be made available by NHMF or HLF to NCC in order to carry out the Scheme. |
| “Grant Notification Letter” | means the letter confirming the grant from the NHMF after the second-round submission, securing the Grant for delivery of the Scheme and defining the work by incorporating the Standard Terms of Grant, any additional conditions in the Grant Notification Letter, the second-round submission and documents submitted in support of the submission and the requirements set out in the Programme Application guidance, <i>Receiving a grant</i> , the <i>How to acknowledge your grant</i> guidance, and <i>Photography of HLF-funded projects: A guide for grantees</i> . |
| “Grant Expiry Date” | means the date of expiry of the Grant for the Scheme contained in the Grant Notification Letter and notified to the Partners and Supporting Partners by the Accountable Body. |
| “HLF” | means the Heritage Lottery Fund. |
| “Landscape” | means the “From Miner to Major – the real Sherwood Forest” |

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| | Landscape Partnership Scheme area. |
| "LCAP" | means the Landscape Conservation Action Plan submitted as a supporting document to the Landscape Partnership second-round application under Section 9 (set out in Appendix 3) except as the Parties might otherwise agree in connection with the completion of the Grant Notification Letter. |
| "NHMF" | means the Trustees of the National Heritage Memorial Fund, who administer HLF. |
| "Match Funding" | means funding contributed by Funders to the funding contributed by HLF to the Scheme, the amounts of which in relation to each Project are set out in the LCAP. |
| "Members" | means representatives of the Parties nominated to the Partnership Board |
| "Partners" | means each of the Parties to this Agreement in Schedule 1. |
| "Parties" | means all the Parties to the Agreement, whether under Schedule 1 or 2, and "Party" means any one of them. |
| "Permission to Start Date" | Means the date notified by HLF to the Accountable Body and notified to the Board by the Accountable Body allowing work to commence on the Scheme. |
| "Project" | means an individual project of work to be specified in the LCAP, being one of a number which are to be carried out by the Delivery Agents or others under the Scheme and which have been outlined in the LCAP Section 2 Project Summaries. |
| "Scheme" | means the "From Miner to Major – the real Sherwood Forest" Landscape Partnership Scheme referred to in the Landscape Partnership second-round application that consists of, or includes, the Approved Purposes. |
| "Scheme Office" | means a team of staff who are to be appointed by the Accountable Body. |
| "Scheme Yearly Plan" | means the relevant annual business plan agreed between the Accountable Body and HLF which sets out obligations for delivery of Projects defined through the LCAP. |
| "Stage 1 application" | means the initial application submitted to HLF by the Parties in order to secure development funding as has been provided under the First-Round Pass Letter. |
| "Standard Terms of Grant" | means those standard terms issued by HLF for "Landscape Partnerships Grants from £100,000 to £3,000,000 Standard Terms of Grant", and as updated, and agreed to by the Accountable Body in the Declaration section at the time of the second-round submission and set out in Appendix 2. |
| "Supporting Partners" | means those organisations (listed in Schedule 2, together with any new organisations in accordance with Clause 10 of this Agreement) which are contributing towards a Project within the Scheme or supporting the Scheme itself but not a Delivery Agent. |
| "Term" | means the period from the date of the Grant Notification Letter to the Grant Expiry Date and notified by the Accountable Body to the Board. |
| "Yearly Plan" | means the relevant annual business plan agreed between a Delivery Agent and the Accountable Body, which sets out obligations for delivery of Projects defined through the LCAP. |

2. Consideration

In consideration of the mutual agreements and undertakings set out in the Agreement, the Parties have granted the rights and accepted the obligations herein.

3 Partnership Agreement Term

3.1 The rights and obligations under the Agreement shall not become operative until such time as the Grant Notification Letter is received and shall continue for the Term. The Term may be extended with the written agreement of HLF and the Board.

3.2 The Accountable Body and Partners agree that they shall be responsible to HLF in respect of those Standard Terms of Grant in Appendix 2 notwithstanding the expiry of this Agreement.

4. Statement of Commitment

4.1 The other Parties recognise the authority of the Accountable Body to manage the Scheme pursuant to the Grant Notification Letter and the Standard Terms of Grant and where there are other Funders, any relevant conditions of grant it may agree with such Funders. The Delivery Agents also recognise their obligation to deliver their Projects pursuant to this Agreement, the Standard Terms of Grant and (where applicable to a particular Project) the conditions of any other Funders.

4.2 In addition to complying with the specific provisions of this Agreement, the other Parties will co-operate with the Accountable Body and take such reasonable and practicable steps as are appropriate in the circumstances to assist the Accountable Body in meeting the requirements of the Grant Notification Letter and Standard Terms of Grant together with any relevant conditions of grant of any other Funders and the overall delivery of the Scheme.

4.3 The Parties agree to work together in accordance with the Principles of Working at Appendix 1. Parties will act as ambassadors for the Scheme, influencing individuals and organisations to further the aims and objectives of the Scheme and help to identify linkages between the Scheme and other programmes that can add value to the Scheme.

5. Indemnity for Third Party Claims

In the event of any successful claim in respect of any debt, liability, breach of contract, act or omission pursuant to the Scheme or any Project being made by a third party against all or any of the Parties ("Third Party Claim"), the Party whose act or omission caused the Third Party Claim (by virtue of that Party incurring a debt, liability or that Party's negligence, breach of contract, act or omission or otherwise), shall indemnify each and every other Party against any liability, costs, claims and expenses arising out of such Third Party Claim.

6. Rights and Obligations

6.1 The Accountable Body and Partners agree to manage, monitor and plan the Scheme as described in the Approved Purposes set out in the Grant Notification Letter. The Partnership Board will act as a monitoring and scrutiny group in the operational delivery of the Scheme to ensure effective and timely implementation of the LCAP, including recommendations on any changes to projects.

6.2 The Partnership Board will receive reports and recommendations through the Scheme Office on operational performance of the delivery of the Scheme.

6.3 The Partnership Board will manage the Common Fund for the Approved Purposes in the Grant Notification Letter.

6.4 For the avoidance of doubt all actions and decisions made by the Board shall be subject to the overriding obligation that the Scheme is delivered in accordance with the Grant Notification Letter and Standard Terms of Grant and any decision inconsistent with such obligations, as determined by the Accountable Body acting reasonably and in good faith (in consultation with HLF as necessary), will be invalid and shall not be binding upon or enforceable against the Parties.

6.5 The Accountable Body in carrying out its obligations under this Agreement and its obligations to HLF for the Scheme, and the Delivery Agents in delivering the Scheme, will take into account any relevant advice which may be provided by the Partnership Board acting within the terms of this Agreement.

6.6 Nothing in this Agreement shall prejudice or affect the Parties exercise of their functions, duties, powers, rights, jurisdictions and obligations conferred, arising or imposed under any legislative provision, enactment, byelaw or regulation whatsoever.

6.7 The Partnership Board will be created at the commencement date of this Agreement under Clause 3 and will replace the arrangements made in the Sherwood Forest Landscape Partnership Scheme Memorandum of Understanding.

6.8 At the commencement of this Agreement, each Delivery Agent shall deliver those parts of the Scheme for which that Party is responsible as set out in the LCAP.

6.9 The Board will help to identify funding opportunities for the Scheme and projects included in the LCAP and work with the Parties to secure such funding, notwithstanding the obligations of Delivery Agents set out in Clause 12.2.1.

6.10 The Board will initiate and lobby for change as identified and agreed by Members.

6.11 The Board will oversee the legacy of the Scheme.

6.12 The risk and responsibility for the effective delivery of the Scheme is dependent on the co-operation and commitment of all Parties. However, each Delivery Agent shall bear sole responsibility to the Accountable Body and to the others for the delivery of the Project to be undertaken by that Delivery Agent pursuant to this Agreement. Responsibility for any sub-contractors shall rest with the individual Delivery Agents who sub-contract the performance of their obligations under this Agreement.

6.13 Nothing in this Agreement shall operate as statutory approval consent or licence from any Party as may be required to effect the terms of this Agreement or achieve the objectives of the Scheme.

7. Obligations of the Accountable Body

7.1. The Accountable Body shall manage the financial and contractual administration of the Grant, including the carrying out of appropriate administration of the drawdown of funds from NHMF, HLF and other Funders, and carry out appropriate monitoring and evaluation of the delivery of the Scheme. The Accountable Body shall ensure that the Scheme complies with its contractual obligations pursuant to the First-Round Pass Letter, the Grant Notification

Letter and the Standard Terms of Grant and that the Scheme conforms to HLF's reporting obligations for the duration of the Term.

7.2. The Accountable Body will ensure the timely delivery of any grant claims, achievement and budgetary information as may be required by any relevant grant conditions of other Funders it may accept.

7.3. The Accountable Body will establish and operate appropriate financial management procedures in respect of the Common Fund.

7.4. The Accountable Body will supervise management of audit procedures in respect of the Common Fund.

7.5. The Accountable Body will assist the Scheme Office to provide the secretariat for the Partnership Board and as required for any other working or sub-groups associated with the delivery of the Scheme, including arrangements for the first meeting of the Partnership Board.

7.6. The Accountable Body will receive nominations for the Chair of the Partnership Board to allow actions under Clause 9.1.

8. Partnership Board Membership

8.1 The Partnership Board shall at the date of commencement of this Agreement comprise a Board of Members to be appointed on the basis of one appointment by each Party and an Independent Chair.

8.2. Each Party will appoint a Member with a suitable level of authority within their organisation and with a comprehensive knowledge of the Scheme.

8.3. Each Member is responsible for reporting back to the Party that they represent.

8.4. The Partnership Board may invite nominations for two representatives to provide community views and interests to join the Partnership Board. The representatives will assume the same rights and responsibilities as a Supporting Member.

9. Partnership Board Arrangements

9.1 The Partnership Board will elect its own Chair, who is independent of any of the Parties, through a nomination process. The Chair, when elected, will assume the same rights and responsibilities as any other Member and additional provisions in this Agreement relating to the Chair.

9.2 A Chair may only be elected if the nomination is backed by four or more Members on the Partnership Board. The Chair shall require re-election annually. If, after a time deemed unacceptable by the Accountable Body (being no more than 2 months from the date due for appointment of the Chair), a decision cannot be reached, the Accountable Body will have the final decision on the appointment of the Chair (subject to the agreement of such person proposed).

9.3 The Partnership Board will meet quarterly for the first year of the Scheme, at venues agreed by the Members. Frequency of later meetings will be agreed by the Partnership Board at the end of the first year.

9.4 Agendas and papers will be circulated by the Chair through the Scheme staff team at least a week before scheduled meetings. Members wishing to include items on the agenda should contact the Scheme staff team at least three weeks in advance of scheduled meetings. The tabling of papers at meetings is discouraged.

9.5 The Partnership Board, through the Chair, will give direction and strategic steer to the Scheme Manager.

9.6 Each Member has one vote of equal weight.

9.7 Members with conflicts of interest with regard to particular items for discussion or decision making are expected to declare their interest and excuse themselves from that agenda item by leaving the room. Conflicts of interest may include, but are not limited to, financial or personal interests.

9.8 A Partnership Board meeting shall be quorum if at least five Members are in attendance (of which at least one Member shall be the Accountable Body and three shall be representing Partners). The Partnership Board will decide if it is allowed to conduct meetings in a way that facilitates attendance through electronic participation by persons who are not present in the meeting room.

9.9 The Board will decide whether the addition of new Parties under Clause 9.8 will require an adjustment of the quorum of the Board to reflect the relative numbers of Partners and Supporting Partners. Any change shall be dealt with under Clause 19.

9.10. Decisions by the Partnership Board are to be made by simple majority rather than unanimity.

9.10.1. In the event that there is a decision on a simple majority basis where the total votes cast by Members representing Supporting Partners outnumber Members representing Partners, the final decision shall be made by the Accountable Body (having due regard to the votes cast).

9.10.2. In the event of an equality of votes, the Accountable Body will have the casting vote.

9.11. Any Members not attending a meeting will abide by the decisions made in their absence. Members not attending may elect to send a substitute representative or make their views known to the Chair prior to the meeting on the basis of papers distributed in accordance with Clause 9.4. Proxy votes will not be allocated.

9.12. The Partnership Board may invite staff of the Scheme Office to attend Partnership Board meetings.

9.13. Members may permit additional representatives to attend its meetings to offer support on specific projects.

9.14. The Partnership Board will establish procedures for open and closed sessions and reporting of minutes.

9.15. The Partnership Board may establish thematic advisory or working groups as it sees fit, to steer the delivery of projects and to report to and advise the Board. The Board will set Terms of Reference for such working groups to include any delegated responsibilities.

9.16. Each working group will contain a representative who is a Member of the Board to report to the Board. Working groups may include further representatives from Parties, community, private, public and third sector organisations.

10. New Parties to this Agreement

10.1 Other persons or organisations may become Parties to this Agreement. The potential Party will provide a written summary of what they would bring to the group and why they wish to be involved. Their involvement must be in the best interests of the Scheme. The Partnership Board will collectively decide on whether or not to recommend the Party concerned, having regard to what new dimension the Party concerned can bring to the Partnership Board and the desirability of avoiding a size of membership that is so large as to impede its contribution to delivery and development of the Scheme. The Accountable Body will propose new Parties to HLF for approval.

10.2 Following approval by the Board and HLF, such new Party shall enter into a Deed of Adherence to this Agreement and become a Party to the Agreement under Schedule 1 or Schedule 2. All references to Parties or Party in this Agreement shall include all such persons or organisations.

10.3 Under the Deed of Adherence any such new Party shall agree to be bound by the principles and objectives of the Scheme. If joining as a Partner under Schedule 1, they will also formally adhere to Standard Terms of Grant.

11. Scheme Management Arrangements

11.1 The Grant Notification Letter will set out the responsibilities of the Accountable Body to HLF for delivery and implementation of the Scheme and shall include providing the following services on behalf of the Scheme:

11.1.1 Administering a separate financial cost centre.

11.1.2 Delivery and implementation of the operation of the Scheme as described in the LCAP and the Approved Purposes.

11.1.2 Save where Projects are set out in the LCAP, the Accountable Body will, acting reasonably and with the support and advice of the Partnership Board, divide new activities required to deliver the Scheme into such Projects as it sees fit and may either undertake such activities itself or agree for them to be undertaken by a Delivery Partner or a third party contractor on such terms as shall be agreed in writing.

11.2 The Accountable Body shall appoint or employ those staff for the Scheme Office, with responsibility for operational management of the Scheme as set out in the LCAP.

11.3 The Scheme Office shall have responsibility for reporting to the Partnership Board on a quarterly basis for the duration of the Scheme on the work entailed in delivering the Scheme and shall include designing and submitting plans to the Partnership Board in accordance with the Monitoring and Control Strategy as submitted with the second-round application.

11.4 The Accountable Body through the Scheme Office will:

- 11.4.1 Ensure that Delivery Agents follow the Standard Terms of Grant in accordance with Appendix 2 when sub-contracting implementation of project activities.
- 11.4.2 Ensure that the Delivery Agents deliver their Projects and that the overall Scheme meets and fulfils any relevant grant conditions of Funders it may accept.
- 11.4.3 Support the delivery of Projects by Delivery Agents and the involvement of community groups in the Scheme as identified and detailed in the Stage 1 application and further developed and detailed in the LCAP.
- 11.4.4 Keep accurate records of income and expenditure for the Scheme together with cash flow projections to meet the needs of NHMF, HLF and other Funders.
- 11.4.5 Keep accurate records of the achievements of the Scheme.
- 11.4.6 Maintain overall records for the Scheme and ensure that it complies with its contractual obligations pursuant to the Grant Agreement and the Standard Terms of Grant.

12. Roles and Responsibilities of Delivery Agents

12.1 All Delivery Agents shall:

- 12.1.1 Implement their individually specified Projects, according to the terms and schedules of the LCAP, and the Standard Terms of Grant, the Grant Notification Letter, and the Yearly Plans. For each Project a Yearly Plan shall be agreed between the Accountable Body and the relevant Delivery Agent initially as set out in the LCAP and thereafter in advance of each accounting and reporting year and following consultation so far as is reasonably practicable with the Partnership Board. Each Yearly Plan shall contain a full programme of work for the next year of that Project and may include project activity, output targets and commitments, and contract values as set out in the Monitoring and Control Strategy submitted with the second-stage submission. Where a number of Delivery Agents are involved in the implementation of Project work, those Delivery Agents are responsible for coordinating and ensuring they deliver their work to the required standards, agreed budgets and timescales, and for the co-ordination of any contractors.
- 12.1.2 Ensure that the detail of Project implementation conforms to originally approved schedules in the LCAP. Any anticipated or actual variance in the cost, timescale or quality of Project outputs from those specified in the LCAP or any Yearly Plan shall be reported by the relevant Delivery Agent to the Scheme Office in accordance with the Monitoring and Control Strategy and Plan.
- 12.1.3 Ensure all claims for payment against eligible Project expenditure shall be submitted to the Scheme Office by specified periodic deadlines, supported by the relevant evidence of expenditure and delivery and all prescribed documentation.
- 12.1.4 Pass adequate records to the Scheme Office for audit and monitoring purposes, including: financial accounts of Project related income and

expenditure, and performance data in relation to the anticipated benefits of the Project and to generate claims on expenditure (which may be subject to deductions for match funding and in-kind/volunteer support),

- 12.1.5 Provide the Scheme Office with any specified information that it may require for progress reports, within pre-agreed quarterly deadlines.
 - 12.1.6 Ensure that no capital works under any Project are carried out on land or property until they have acquired all necessary consents and permissions, and have consulted and complied with the regulatory requirements of the Environment Agency, Natural England, the relevant local authority and any other relevant bodies.
 - 12.1.7 Ensure that capital works that are carried out on land or property are completed to the standards set out in or specified under the LCAP or to such additional appropriate standards as may have been agreed with the Partnership Board before the commencement of the works.
 - 12.1.8 Be responsible for the provision of all the necessary personnel, insurance, accommodation and services required for the implementation of their specific Project. Each Party shall exercise proper financial control for the disbursement of all monies and use of funds related to the Scheme and shall administer their Project according to the Standard Terms of Grant.
- 12.2 In respect of Match Funding each Partner shall:
- 12.2.1 Be responsible for procuring and securing Match Funding as set out in the LCAP.
 - 12.2.2 Confirm in writing to the Accountable Body in such form as shall be agreed by the Accountable Body acting reasonably, that the required Match Funding has been secured from a Funder, together with details of any conditions placed on such Match Funding by the Funder.
 - 12.2.3 Be responsible for complying with any conditions imposed by a Funder so far as they relate to that Project.
 - 12.2.4 Use reasonable endeavours to secure replacement Match Funding in the event that Match Funding (in whole or in part) is withdrawn or enforce payment of Match Funding by a Funder if it fails to make payments when due.

12.3 Each Delivery Agent shall indemnify the Accountable Body against any expense which the Accountable Body might incur for any reason in connection with any settlement of compensation or action by a third party for recovery of damages arising from any elements of the Scheme for which that Party as Delivery Agent is responsible, unless the compensation or action for recovery of damages is due to any negligent act or omission on the part of The Accountable Body or their respective employees, agents or servants. The Accountable Body may by prior agreement with a Delivery Agent agree to suspend the requirements for that Delivery Agent stated above under this clause if that Delivery Agent demonstrates to the complete satisfaction of the Accountable Body that equivalent financial protection will be maintained for coverage of its potential professional and public liabilities.

12.6 Delivery Agents shall during the Term and for a period of six years thereafter, maintain in force, with a reputable insurance company, professional indemnity insurance in an amount not less than £1,000,000 (one million pounds) and public liability insurance in an

amount not less than £5,000,000 (five million pounds) and shall, on the Accountable Body's request, produce both insurance certificates and the receipt of the current year's premium. The Accountable Body may by prior agreement with a Delivery Agent agree to suspend the requirements for that Delivery Agent stated above under this clause if that Delivery Agent demonstrates to the complete satisfaction of the Accountable Body that equivalent financial protection will be maintained for coverage of its potential professional and public liabilities.

12.7 In the event that a Delivery Agent is the Accountable Body, obligations to notify or confirm to the Accountable Body within this Clause 13 shall be to the Partnership Board.

13. Financial Management

13.1 The Accountable Body shall oversee the financial management of the Scheme, guided by the Partnership Board and shall act as Grant recipient on behalf of the Parties.

13.2 The Parties shall provide financial information as required by the Accountable Body through the Scheme office, to fulfil the requirements of the Grant claim process,

13.3 All financial statements will be in a format to be agreed by the Parties with the Scheme Office and will be in accordance with the Standard Terms of Grant and the Scheme's requirements.

13.4 The Scheme Office will provide financial information to the Partnership Board as reasonably required for auditing or other purposes associated with the Board's scrutiny of financial management.

13.5 On completion or termination of the Scheme, use of any remaining funds so far as may be approved by HLF will be determined by agreement between the Parties taking into account the aims and objectives of the Scheme and any relevant advice of the Partnership Board, or if not so agreed, as HLF might determine.

13.6 Each Party is responsible for ensuring the production of an audit trail, taking account of their own auditing purposes, which is compatible with the Standard Terms of Grant and any other relevant requirements that the Scheme Office might reasonably require.

13.7 If HLF requires justifiable repayment of all or any of the funds because of the failure of a Delivery Agent to deliver their Project, that Party shall make repayment to the Accountable Body, either to the full extent of the repayment required by HLF, or in the event of the Delivery Agent's uncommitted funds being less than that sum, to the extent of its uncommitted funds. In the event of such a repayment required by HLF then remaining wholly or partly outstanding or HLF requiring such a repayment for any other reason, the Parties acting reasonably shall agree the basis on which such repayment or further repayment to match the relevant amount outstanding is to be made, taking into account any relevant advice of the Partnership Board.

13.8 If it appears that there is or may be a shortfall in funding for any reason, which may result in a need for change to the Scheme, the Parties will endeavour to secure alternative funding. The Scheme Office will inform HLF and seek to obtain its approval for any changes the Partnership Board may consider to be necessary. The Accountable Body will ensure that there is a review by the Scheme Office of funding at least four times per year.

13.9 Any overspend by a Delivery Agent in its delivery of project activity will be borne by that Party.

13.10 Each Party shall supply as soon as reasonably practicable to the Scheme Office all financial documents, insurance details and information properly required by the Scheme Office to check for compliance with this Agreement or the Approved Purposes and the Standard Terms of Grant (Appendix 2).

13.11 Each Delivery Agent shall have confirmed, on or before the date of this Agreement, whether it is registered for VAT and what percentage (if any) it may claim in respect of any Project expenditure. A Delivery Agent shall promptly notify the Accountable Body if its VAT status changes. A Delivery Agent shall not be permitted to claim any underpayment of VAT or other monies as a result of any change in its VAT status and shall promptly repay to HLF any overpayment of VAT or other monies resulting from that Party's change in VAT status.

13.12 Any VAT which cannot be reclaimed which relates to non-business activities, for expenditure incurred by Delivery Agents in the delivery of Projects, shall be included within claims submitted for reimbursement to the Scheme Office. The value of VAT will be included in the Yearly Plans and is not additional to the Project costs.

14. Assignment and Sub-contracting

14.1 Sub-contracting any part of the Scheme will not relieve a Party of any obligation or duty attributable to them under this Agreement. A Party may not assign its obligations and duties under this Agreement.

14.2 Where a Delivery Agent sub-contracts their Project to third parties or places orders in connection with the Project, it shall ensure that the third party complies with the terms of this Agreement so far as they relate to the third party's obligations. The subcontracting Delivery Agent remains liable for the actions of any of its subcontractors.

14.3 Where a Delivery Agent sub-contracts their Project to third parties or places orders in connection with the implementation of the Project, it shall obtain from sub-contractors and suppliers all customary trade benefits, subject to meeting the requirements of Clause 15.2. Any claim made by a Delivery Agent to the Accountable Body for financial re-imbursement shall take this into account by reducing by the amount of the value of the benefit that the Delivery Agent has received. This provision shall unless expressly stated otherwise be deemed to apply also to any other agreements signed between the Parties in connection with the Scheme.

15. Funding

15.1 As provided for in the Standard Terms of Grant, HLF will contribute the amount of the Grant through payments to the Accountable Body in arrears quarterly based on the presentation of invoices and records from the Scheme Office for reimbursement of funds on behalf of the Accountable Body.

15.2 In respect of Match Funding each Partner shall:

15.2.1 Be responsible for procuring and securing Match Funding as set out in the LCAP.

15.2.2. Confirm in writing to the Accountable Body in such form as shall be agreed by the Accountable Body acting reasonably, that the required Match Funding has been secured from a Funder, together with details of any conditions placed on such Match Funding by the Funder.

15.2.3 Be responsible for complying with any conditions imposed by a Funder so far as they relate to that Project.

15.2.4. Use reasonable endeavours to secure replacement Match Funding in the event that Match Funding (in whole or in part) is withdrawn or enforce payment of Match Funding by a Funder if it fails to make payments when due.

15.3 The Accountable Body will apply to HLF in respect of the Delivery Agent's relevant share of the Common Fund through the Scheme Office and provided that HLF pay such costs, the Accountable Body shall transfer the relevant share of the Common Fund to the relevant Delivery Agent and such transfer shall be effected within 14 days of the Accountable Body having received cleared Common Funds from HLF.

15.4 Notwithstanding the overall amount of the Grant to be paid by HLF, the amounts of money to be disbursed to the Delivery Agents will be quarterly in arrears following receipt from HLF of the payments to the Accountable Body and shall be based on the Project budgets as set out in the Yearly Plan.

15.5 Cash flow projections for Project expenditure, HLF reimbursements and payments will be subject to revision by the Accountable Body through the Scheme Office, in consultation with the Partnership Board, in response to changed circumstances, but always subject to the Standard Terms of Grant.

15.6 Each Delivery Agent shall provide all receipts and paid invoices in respect of any expenses or costs incurred by them as a result of the Project in accordance with arrangements and timings as agreed with the Scheme Office, up to the relevant Project budgets as set out in the LCAP and Yearly Plans.

15.7 It is agreed by the Delivery Agents that all payments made to the Delivery Agents under this Agreement shall be pre-approved by the Accountable Body in its absolute discretion and in accordance with this Agreement.

15.8 Each Delivery Agent shall submit its own claims for payment of Match Funding to its Funder in respect of its Project in accordance with the relevant Project plan and shall promptly confirm to the Scheme Office when such payment has been made. Each Delivery Agent shall immediately inform the Scheme Office if a claim for payment of Match Funding is refused for any reason.

16. Reporting and Accounting

16.1 The financial reporting year for the Accountable Body is 1st April to 31st March. The accounting and reporting year for the Scheme will be agreed by the Partnership Board with the Accountable Body to coincide with a quarter within the financial reporting year of the Accountable Body. Delivery Agents will need to provide financial information for both periods.

16.2 The Scheme Office will prepare interim financial and progress reports of the Scheme's activities and achievements for consideration by the Partnership Board and for submission to HLF for each accounting and reporting year for the Scheme.

16.3 It is agreed that the Accountable Body, Delivery Agents and Partners shall ensure that Scheme conforms to HLF's reporting obligations for the duration of the Term.

16.4 The Accountable Body through the Scheme Office will submit a Scheme Yearly Plan to HLF in advance of two months of the start of each accounting and reporting year for the Scheme.

16.5 The Scheme Office will prepare a final report of the Scheme's activities and achievements, as set out in the LCAP as an Evaluation Report, for consideration by the Partnership Board prior to submission to HLF in accordance with the Standard Terms of Grant.

17. Publicity and Acknowledgements

17.1 Any press releases or other public statements about the Scheme will only be issued in accordance with this Clause, requirements of HLF and as set out in the Communications Strategy, as updated by the Communications Plan. Wherever practicable, all Parties will be given at least five working day's notice of the issue of such materials.

17.2 All press releases whose primary purpose is to communicate aspects of the Scheme must:

- 17.2.1 Identify HLF and any other Funder (if required and applicable to a particular Project).
- 17.2.2 Contain agreed Notes for Editors about the Scheme (as agreed in the Communications Strategy).
- 17.2.3 Have the final approval of the Accountable Body (not unreasonably withheld or delayed).

17.3 The Delivery Agents agree that, in conducting the respective Projects and in publicising their work, full recognition will be given to the support of each contributing party, including HLF. Any such publicity material shall be distributed by the relevant Delivery Agent to the other Parties at least 5 working days in advance of publication.

17.4 Where an individual Party is contacted by the press about a Project, the Party shall use all reasonable endeavours to represent the interests of the Scheme faithfully and inform all Parties of the press inquiry. As good practice the Parties will refer to the Scheme as a joint initiative when communicating the Scheme through other media. The conditions laid out in this clause will apply until one year beyond the Term.

18. Resolution of Disputes

18.1 Any disagreements will normally be resolved amicably at working level within 14 days. In the event of conflict between any of the Parties, the Parties should refer to the terms of this Agreement and the Standard Terms of Grant. If the disagreement remains unresolved after the expiry of the 14 day period referred to above, the matter shall be dealt with in the following manner:

- 18.1.1 The dispute shall in the first instance be referred to the Accountable Body by any Party to this Agreement to facilitate the resolution of the dispute. A meeting shall be arranged as soon as practicable and in any event within 14 days.
- 18.1.2 Any disputes arising out of this Agreement that cannot be otherwise resolved, for example through mediation, will be referred to a mutually agreed arbiter

whose decision shall be final and binding on all Parties. The costs of any such referral will be determined by the arbiter.

18.2 Any dispute concerning the construction, validity and performance of this Agreement not resolved pursuant to Clause 18.1 will be determined according to English law, and the Parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts in any actions arising out of this Clause.

19. Amendments to this Agreement

Any amendments to this Agreement must be approved in writing by all of the Parties and will not take effect until any necessary approval has been obtained from HLF in accordance with the Grant Notification Letter and the Standard Terms of Grant.

20. Termination of this Agreement

20.1. The Accountable Body acting reasonably and in good faith shall be entitled to determine upon consideration of relevant information that a material breach of an essential term of this Agreement has been committed by a Party without reasonable cause.

20.2 The Accountable Body may seek the termination or suspension of a Party or of the delivery of a Project by a Delivery Agent (“the Exiting Party”) where:

20.2.1 The Accountable Body (acting reasonably) determines that a material breach of an essential term of this Agreement has been committed by an Exiting Party without reasonable cause and, the Accountable Body having written to the Exiting Party requesting that such breach be remedied within such reasonable time as may be specified in writing by the Accountable Body (and in any event not less than 30 days), the breach is not remedied; or

20.2.2 An Exiting Party becomes insolvent, bankrupt, enters into voluntary liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdiction (save for the purposes of a solvent reconstruction or amalgamation).

20.3. The Partnership Board shall meet to consider the alleged breach or insolvency of the Exiting Party and shall be entitled, but not bound, to terminate the involvement of the Party concerned.

20.4. If the Partnership Board approves the termination or suspension of a Exiting Partner on the above grounds the Accountable Body shall promptly approach HLF for approval for such action and:

20.4.1 The Exiting Party shall repay to HLF, Accountable Body or Funder (as required) any sums it has received which it has not expended in respect of the Project and the Scheme.

20.4.2 The Accountable Body may (at its option) seek the approval of HLF to permit another Delivery Agent to undertake the obligations and receive the payments due to the Exiting Party and such other terms as shall be agreed.

20.5 The Exiting Party shall resign its membership of the Partnership Board.

20.6 Subject to the agreement of HLF and any conditions HLF may impose, this Agreement may be terminated on not less than 6 months’ written notice with the unanimous consent of

the Partnership Board in the event that technical difficulties render the Scheme undeliverable. In the event of such termination:

20.6.2 The Parties will (with prior Partnership Board approval) agree such provisions as shall be required to manage the termination of the Scheme (including provisions for remaining intellectual property rights and archival management of the Scheme).

20.6.3 With the prior approval of HLF, the Accountable Body will pay to each Delivery Agent from the Common Fund such sums each Delivery Agent has properly expended including reasonable outstanding commitments already entered into at the date of termination.

20.7 The Accountable Body shall immediately notify the Partnership Board in the event that it is in material breach of an essential term of this Agreement or becomes insolvent. The Partnership Board may (if it unanimously agrees) decide that the Accountable Body is in material breach of an essential term of this Agreement or becomes insolvent and shall notify the Accountable Body accordingly. In the event of either notification, the Partnership Board shall take the place of the Accountable Body for the purposes of this Clause 20 and the Accountable Body shall be treated as an Exiting Partner.

21. Intellectual Property

21.1 All intellectual property rights in any information or material provided by one Party to any other Party pursuant to this Agreement shall remain the property of the Party that owned such intellectual property rights prior to such introduction.

21.2 Subject to the terms of any relevant third party licences each Party grants the other Parties and the Partnership Board a non-exclusive, non-transferrable licence to use all such pre-existing information and material supplied pursuant to this Agreement for the purposes of the Scheme (which may not be sub-licensed save with the consent of the contributing Party) for the duration of the Term.

21.3 Parties agree that any intellectual property and products funded through the HLF grant (including but not limited to created literary, dramatic, musical, artistic works, sound recording works) is made available to other Parties for use by others under the Creative Commons licence 'Attribution Non-commercial' (CC BY-NC) for five years from project completion, unless agreed otherwise with written consent. Products shall be available free of charge for five years from the Scheme completion

22. Personal Data, Confidentiality and Freedom of Information

22.1 The Accountable Body will enter into Data Sharing Agreements with Parties for any personal data relating to individuals.

22.2 Each Party shall treat as confidential all confidential information obtained from another Party) under or in connection with this Agreement and shall not disclose such confidential information other than to persons identified by the Parties as able to receive such information or as otherwise required by law and shall not use any confidential information otherwise than for the purposes of the Agreement.

22.3 Each Party shall take all necessary precautions to ensure that all confidential information obtained under or in connection with this Agreement is given to each member of staff and/or to any third party only to the extent necessary for that member of staff and/or that third party's activities in relation to the interpretation and execution of this Agreement

and is treated as confidential and not disclosed (without prior approval of the relevant Party) or used by any member of staff or third party otherwise than for the purposes of this Agreement. Where confidential information that is stored or recorded by whatever means is eventually disposed of, it must be disposed of in such a way as to retain the confidentiality required under this Agreement.

22.4 The provisions of this clause shall not apply to any information which is or becomes public knowledge (otherwise than by breach of this Clause 22; which was in the possession of any Party without restriction as to its disclosure before receiving it from the relevant Party or Parties or which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure.

22.5 On termination of this Agreement (for whatever reason) each Party shall (subject to their internal document retention policies) return to the relevant Party or Parties any confidential information (without retaining copies thereof) provided solely for the purposes of this Agreement.

22.6 The Parties acknowledge that a number of them are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and that all Parties shall assist and co-operate the Party subject to the FOIA and EIR as necessary to comply with these requirements. It is also agreed that this Clause 22 is also subject to such requirements. The Parties subject to the FOIA and EIR agree that they will notify and consider (so far as is reasonably practicable) representations made by another Party before the disclosure of any materials marked confidential by another Party.

23. No Legal Partnership

For the avoidance of doubt it is expressly stated that the entering of this Agreement does not constitute a legal partnership amongst the Parties.

24. Counterparts

This Agreement may be executed in a number of counterparts and by the Parties to it on separate counterparts each of which when executed and delivered will be an original.

25. Law

This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the non exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement.

26. Rights after Termination

The termination of this Agreement however caused shall be without prejudice to any obligation or rights of any Party which shall have accrued prior to such termination of this Agreement which expressly or by implication provided to come into effect on or to continue with effect after, such termination or cesser.

27. Waiver

No failure to exercise and no delay on exercising on the part of any Party any right, power or privilege under this Agreement shall operate as a waiver of it nor shall any single or partial

exercise of any right, power, privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

28. Third Party Rights

The terms of this Agreement are not enforceable under the Contract (Rights of Third Parties) Act 1999 by any person not a Party.

[END OF CLAUSES]
[SIGNATURE PAGE(S) FOLLOW]

DRAFT

IN WITNESS WHEREOF this Agreement has been signed by the parties

Signed for and on behalf of Nottinghamshire County Council of County Hall, Loughborough Road, West Bridgford, Nottingham NG2 7QP

In the presence of
Date

SCHEDULE 1 PARTNERS

Signed for and on behalf of Groundwork, Creswell, Ashfield and Mansfield

In the presence of
Date

Signed for and on behalf of Natural England

In the presence of
Date

Signed for and on behalf of Nottinghamshire Wildlife Trust

In the presence of
Date

Signed for and on behalf of RSPB

In the presence of
Date

Signed for and on behalf of Rural Community Action Nottinghamshire

In the presence of
Date

Signed for and on behalf of The Forestry Commission

In the presence of

Date

Signed for and on behalf of The Friends of Moor Pond Woods

In the presence of
Date

Signed for and on behalf of The Greenwood Partnership

In the presence of
Date

Signed for and on behalf of The Sherwood Forest Trust

In the presence of
Date

DRAFT

SCHEDULE 2 SUPPORTING PARTNERS

Signed for and on behalf of Groundwork, Creswell, Ashfield and Mansfield

In the presence of

Date

Signed for and on behalf of Natural England

In the presence of

Date

Signed for and on behalf of Newark and Sherwood District Council

In the presence of

Date

Signed for and on behalf of Nottinghamshire Wildlife Trust

In the presence of

Date

Signed for and on behalf of RSPB

In the presence of

Date

Signed for and on behalf of Rural Community Action Nottinghamshire

In the presence of

Date

Signed for and on behalf of The Forestry Commission

In the presence of

Date

Signed for and on behalf of The Friends of Moor Pond Woods

In the presence of
Date

Signed for and on behalf of The Greenwood Partnership

In the presence of
Date

Signed for and on behalf of The Sherwood Forest Trust

In the presence of
Date

DRAFT

In accordance with the Definitions set out in the Partnership Agreement Relating to From Miner to Major – the real Sherwood Forest Landscape Partnership, meanings apply to any schedules and appendices to the Agreement.

APPENDIX 1 PRINCIPLES OF WORKING

The Parties will endeavour to work together in line with the following principles to support fulfilling the requirements of the Agreement.

1. General principles

- 1.1. Support in principle the Scheme as described in the LCAP.
- 1.2. Work within the Partnership and the terms of reference for the Partnership as set out in this document
- 1.3. Work to the consensus-building guidelines outlined below.
- 1.4. Attend and participate in meetings as required.
- 1.5. Make appropriate staff time and financial allocations to those Projects with a legitimate interest (as far as organisational resources will permit).
- 1.6. Help to identify linkages between the Scheme and other programmes or policies that can add value to the Scheme.
- 1.7. Work together with the other parties to agree appropriate research and monitoring in Sherwood Forest and take note of its findings.
- 1.8. Encourage the use of collaborative and innovative methods to deliver projects.
- 1.9. Share with the Members any research or monitoring data collected, which is of relevance to the future management of Sherwood Forest.
- 1.10. Contribute to the on-going management and maintenance of any projects with which we have a legitimate interest.
- 1.11. Work together with the other parties to raise match-funding, finance and other resources, in order to contribute to the Scheme outcomes outlined in point 1.1 above.

2. Working through consensus

- 2.1. The aim of consensus working is to collaborate as partners to identify solutions to issues in Sherwood Forest.
- 2.2. All parties will seek to work constructively in a consensual manner.
- 2.3. Whilst groups may on occasion disagree, there are often some underlying common needs or common ground, which should be used as the basis for progress.

- 2.4. In the event of disagreement, the issue will be determined in accordance with Clause 18 (Dispute Resolution Procedure).

3. Agreement on Consensus Based Working

- 3.1. Parties agree to speak directly to each other and reach agreement openly through collaboration.
- 3.2. Every effort will be made to reach agreements acceptable to all parties, and decision-making by reference to voting will only be used when agreement has not been reached and as a measure of last resort.
- 3.3. People will work from an open position, where their interests are stated and understood.
- 3.4. People accept, and are willing to work with, each group's differences in order to reach a consensus that benefits all and achieves the outcomes of the Scheme.
- 3.5. The process for joint working and collaboration will be designed to be inclusive and transparent.

4. Group agreement

- 4.1. We need to share information collectively and to be honest about what cannot be shared.
- 4.2. We will respect the decisions that we reach, but these decisions should and can be reviewed over time.
- 4.3. We will respect other people and their views and agendas, as we would have them respect ours.
- 4.4. We undertake to canvass the views of others, gather information and network as required.
- 4.5. We understand the need to discuss the outcome of group discussions with others within our organisations.

APPENDIX 2 LANDSCAPE PARTNERSHIP STANDARD TERMS OF GRANT

Landscape Partnerships

Grants from £100,000 to £3,000,000

Standard terms of grant (17.05.13)

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant, or submit to us from your Development Work.

Approved Purposes – the purposes for which you have applied for the Grant and how you or others ('a Third Party' or 'Third Parties') intend to carry out those purposes as set out in your Application, but taking account of

a. any changes to the list of Landscape Partnership Programmes or other purposes we and you have agreed in writing up to the date of our decision to award you the Grant, and any changes that we tell you about in the Grant Notification Letter; and

b. any changes to the list of projects you sent with your Application which may be amended from time to time without written approval beforehand. Approved Purposes include you getting and using partnership funding as set out in your Application.

Approved Usage – how you said you would use Your Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).

Development Work – the work involved in progressing your Scheme to your second-round submission, including the production of designs, plans, and other documents.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Scheme.

Evaluation Report – the report you must send us before we pay the last 10% of the Grant telling the story of the Scheme, its achievements and lessons learned.

First-Round Pass Letter - our letter confirming that you can proceed to the second-round. This will identify any Development Work you need to do before you send in a second-round submission

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter and by which you will make the final drawdown of the Grant.

Grant Notification Letter – our letter confirming our Grant award to you after your second-round submission.

How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor the Scheme and agree any changes to the Grant.

Scheme – the landscape partnership scheme referred to in your Application that consists of, or includes, the Approved Purposes.

Scheme Completion Date – the date that we make our final payment and are satisfied that the Approved Purposes of the Grant have been met.

Third Party – anybody (other than you) who owns or controls property listed in the Application

Third-Party Contract – a contract that you enter into with a Third Party in line with paragraph 27 (c) of this Contract.

Third-Party Property – any property identified in the Application that belongs to or is controlled by a Third Party.

Your Property – any property that you buy, create, receive or restore that is funded by the Grant including Digital properties, intellectual property rights (if any) and any documents that you produce or order as part of the Approved Purposes.

Achieving the Approved Purposes

1. You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes without our approval beforehand.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.
4. You must use Your Property, or allow it to be used, only for the Approved Usage.
5. As well as these terms of grant, you must follow the conditions (if any) set out in the First-Round Pass Letter and Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application guidance, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Scheme development

7. The First-Round Pass Letter may offer to provide you with funding for Development Work. If it does these terms of grant will also apply to that funding but with the following changes:

- a. when they refer to “Approved Purposes” this means your Development Work.
- b. when they refer to “Approved Usage” this means you using the product of the Development work to further the Scheme.
- c. when they refer to a “Grant Expiry Date” this is the date set out in the First-Round Pass Letter by which you must complete the Development Work.
- d. when they refer to “Grant” this means the amount of funding for the Development Work set out in the First-Round Pass Letter.
- e. when paragraphs 5 and 43 refer to the “Grant Notification Letter” this means the First-Round Pass Letter.
- f. paragraphs 9a, 9c, 16, 17 and 18 will not apply.

Monitoring the Scheme

8. You must give us any financial or other information and records we may need from time to time on the Grant, Your Property, Third Party Property, the Approved Purposes (and achieving them) and the Approved Usage.

9. You must allow us (or anyone we authorise) to have any access we may need to:
- a. inspect Your Property, Third Party Property and any work to Your Property or Third Party Property;
 - b. monitor the conduct and progress of the Approved Purposes; and
 - c. monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of the Scheme at times agreed with us.

10. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of your anti-fraud measures.

11. We will monitor the progress of the Scheme and will carry out checks at and after completion of the Scheme to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 9, you must take those recommendations into account when meeting your obligations to us.

12. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using Your Property for the Approved Usage. On completing the Scheme, you must submit your Evaluation Report before we will release the final Grant payment.

Procurement

13. Before you or a Third Party start any phase of the work needed to achieve the Approved Purposes, you or a Third Party must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you or a Third Party to finish that phase of the work. Works contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you or a Third Party want any contracts to be on different terms, you must get our approval beforehand.

14. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Programme Application guidance.

Your Property

15. If you use any of the Grant yourself to buy, receive, create, restore, conserve or otherwise fund Your Property, you must continue to own it and keep exclusive control over what happens to it. You must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.

a. that you pay us a share of the net proceeds of selling or letting Your Property within one month of parting with the assets or other goods;

b. that you sell or let Your Property at its full market value;

c. any other conditions we think fit.

16. You must maintain Your Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring Your Property, you must maintain it in good repair and condition after the work has been done. You must maintain, manage or conserve Your Property in accordance with the version of the landscape conservation action plan that we have approved.

17. You must insure or procure the insurance of any works undertaken as part of the Scheme on Your Property under a contractors' all risks insurance policy

18. You must keep any objects or fixtures (if any) that form part of Your Property in a physically secure and appropriate environment.

19. You must tell us, in writing, within five working days about any significant damage to Your Property.

20. You must arrange for the general public to have appropriate access to Your Property. You must make sure that no person is unreasonably denied access to Your Property.

Publicity and acknowledgement

21. We may make the purpose and amount of the Grant public in whatever way we think fit.

22. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.

23. You must also provide us with digital images in electronic format of your Scheme – or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get

all the permissions required for you and us to make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

24. You agree to:

- a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;
- b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;
- c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;
- d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the Scheme Completion Date;
- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;
- f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;
- g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

Grant payment and repayment

25. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures explained in *Receiving a grant* as long as:

- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
- b. we are satisfied that you or a Third Party are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
- c. the total amount of the Grant you have received is not more than the total of the annual cash flow projection (as set out in the Application) up to the date on which you ask for an instalment of the Grant.

26. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.

Third Party Contracts

27. If the Approved Purposes involve a Third Party using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third-Party Property', we will only pay you that part of the Grant on the conditions set out in *Receiving a grant* guidance and if:

- a. you have sent us any details of the Third Party and of the Third-Party Property that we need to see and approve in line with *Receiving a grant*;

b. no work or alterations have been carried out to the Third-Party Property' since you included it in the Application, which you believe make it less valuable as a heritage asset; and

c. the Third Party has entered into a Third-Party contract with you that allows you to enforce against the Third Party, in relation to their Third-Party Property and the part of the Grant you have set aside for them, terms that are no less strict than these terms of grant.

28. If a Third Party breaks any of the terms of its Third-Party Contract, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and recover any money they owe you as a result. You must pay us a share of any money you recover from a Third Party. You must work out the share in line with *Receiving a grant*. You must pay us this money immediately.

29. If we tell you in writing, you must allow us to take over and carry forward for our own benefit any proceedings against a Third Party. You must also make sure that all Third -Party Contracts allow for this to happen. If we tell you, you must transfer to us any rights that you may have as a result of a Third-Party Contract being broken.

30. You must not use any part of the Grant towards work on Your Property or Third-Party Property without getting our written permission beforehand if that part of the Grant has been identified in the Grant Notification Letter as one which you must refer to us before you offer it.

31. Unless we agree otherwise, you must make sure (in a way that can be enforced in law) that anyone who buys or receives Third-Party Property from a Third Party:

a. insures the Third-Party Property up to an amount and against such risks as is reasonable and appropriate in all the relevant circumstances;

b. maintains the Third-Party Property's character and appearance, bearing in mind the area it is based in;

c. keeps to any other conditions we say must be followed before the Third-Party Property is sold; and

d. repays you in line with the conditions of *Receiving a grant* for repaying the Grant.

32. You must take all reasonable steps to monitor and, unless we agree otherwise:

a. enforce against anyone who buys or receives Third-Party Property from a Third Party the conditions referred to in paragraph 31 a), b) and c) above;

b. recover any amounts owed to you in connection with paragraph 31 d); and

c. pay us a share of any amount you recover. You must work out this share in the same way as under paragraph 28 of these terms of grant.

33. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:

a. you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;

b. you have, in our opinion, given us fraudulent, incorrect or misleading information;

c. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;

d. any competent authority directs the repayment of the Grant;

- e. there is a significant change in your status;
- f. you knowingly withhold information that is relevant to the content of your Application; or
- g. you fail to keep to any of these terms of grant.

34. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.

35. If you sell or otherwise part with all or part of Your Property without our permission under paragraph 15, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 33.

General terms

36. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.

37. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them.

38. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.

39. We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant.

40. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing.

41. Any notice, request or other document we or you send to each other under these terms of grant can be delivered or sent by any effective means.

42. Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.

43. These terms of grant will last for the period set out in the Grant Notification Letter.

44. These terms of grant cannot be enforced by anybody other than you or us.

45. We may stop funding in line with these terms of grant if, within two years of the date of the Grant Notification Letter, you have not spent at least 20% of the Grant.

46. If we stop funding in line with paragraph 45, you may still claim amounts you have offered to Third Parties but have not yet paid them at the date we stop funding. You may also claim any amounts we agree should still be available for you to carry out work to The Property.

47. If we stop funding under paragraph 45, you must (if we ask you to) transfer any Third-Party Contracts to us or to someone we choose.

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