

CAIRNGORMS CAPERCAILLIE PROJECT PARTNERSHIP AGREEMENT BETWEEN

Badenoch & Strathspey Trail Association, Balmoral Estate, Cairngorms Business Partnership, Carrbridge Capercaillie Group, Developing Mountain Biking in Scotland, Forestry and Land Scotland, Rothiemurchus Estate, RSPB, Scottish Forestry, NatureScot (Scottish Natural Heritage) and Seafield and Strathspey Estates (hereinafter referred to as the “Partners”)

And

CAIRNGORMS NATIONAL PARK AUTHORITY being a National Park Authority incorporated under the National Parks (Scotland) Act 2000 and having their Principal Office at Fourteen The Square, Grantown on Spey PH26 3HG (hereinafter referred to as the “Authority”)

This PARTNERSHIP AGREEMENT is hereby made and entered into by the Authority and the Partners.

DEFINITIONS

The following terms appearing in this Partnership Agreement are to be interpreted solely in line with the following definitions. Where terms used are not defined specifically in this agreement, any interpretation should be made on the basis of descriptions set out in the “Cairngorms Capercaillie Project: Project Plan”.

Cairngorms Capercaillie Project (“the project”)	Means the project as defined and described in the document “The Cairngorms Capercaillie Project: Project Plan” (“the Project Plan” or “CCPP”) as submitted to the National Lottery Heritage Fund (“NLHF”) and any subsidiary agreements and documents of any nature agreed by the partnership under the umbrella of the CCPP.
Cairngorms National Park Partnership Plan (“the CNPPP”)	Means a 5 year plan (or such period as is determined by the Authority) setting out how the Cairngorms National Park will be managed and which demonstrates how the public sector, businesses, land managers and communities will continue to come together to help keep these national assets special and achieve the four aims of the National Park - benefitting both the people of Scotland and visitors alike

PURPOSE

1. This agreement explains the respective roles and responsibilities of the Authority and its Partners in the development, delivery and management of the Cairngorms Capercaillie Project (“the project”). The Authority is the lead applicant to the NLHF in financing the project and also the lead applicant to other funders. As such, this document sets out the Authority’s role in stewardship of funds and wider governance and administration of the project alongside the responsibilities of each individual Partner as signatories of this Partnership Agreement. This Partnership Agreement is one of two agreements between Partners. It explains the roles and responsibilities of the Authority and Partners who are members of the Operational Management Team. The other agreement (a Memorandum of Agreement) explains the roles and responsibilities of the Authority and Partners who are members of the Project Board.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS

2. The Authority and Partners have a collective and mutual interest in delivering the vision set out in the project plan, with a shared objective of supporting “the coming together of key communities in the Cairngorms National Park to help secure the long-term future of capercaillie in the UK”.
3. The four statutory aims of the National Park are set out in the National Parks (Scotland) Act 2000. The Cairngorms National Park Authority works together with others to ensure that the unique aspects of the Cairngorms National Park - the natural environment, the cultural heritage, the local communities - are cared for, sustained and enhanced. The Authority will benefit, through collective delivery of the project, by supporting achievement of a number of the priorities for action in the CNPPP. The Authority also will benefit from the wider networks and delivery mechanisms formed to establish and deliver the project.
4. Partners will also benefit through demonstrable delivery of priority actions contributing to achievement of relevant objectives of the CNPPP in addition to using the project mechanism to achieve elements of their own respective corporate and strategic objectives.
5. Ownership and copyright of any matter arising from this Project will vest jointly with all Partners. Data collected during the project will be made available to all Partners. Equipment, materials, assets and documents purchased as part of the Project will be jointly owned by the Partners until such time as they are no longer required, at which point the Project Board will consider, and agree with funders, their disbursement amongst Partners to best ensure legacy and sustainability of the Project objectives. Documents will be reviewed and archived to ensure accessibility post project.

RESPONSIBILITIES OF PARTNERS

6. To meet regularly to review project delivery and budgets against the project's Approved Purposes, to review risks and issues and make recommendations to the Project Team and Board.
7. Where required, a separate schedule of the Partner's agreed activity plans and funding commitment to deliver the project will be made in writing. Any such schedule shall be approved by the nominated lead representatives of the Partner and the Authority. For the purpose of the CCPP Partner's agreed activity plans and funding commitment have been made in writing in the form of a letter of support.
8. Where required, nominate a representative to serve on project delivery structures.
9. By mutual agreement and subject to funding, employ and manage such staff as may be required by the Partner to deliver all project objectives to which the Partner is committed, including provision of all human resources, payroll and health and safety management as would be required of all other staff employed by the Partner.
10. Agree and implement adequate and appropriate structures to ensure the effective, efficient and successful delivery of all project elements for which the Partner is the lead responsible organisation.

11. Where appropriate, undertake regular reviews, at least annually, to ensure all staff and resource allocations, and internal governance and project management arrangements, put in place remain appropriate and adequate to deliver the Partner's agreed contributions to project outcomes.
12. Notify the Authority at the earliest reasonable opportunity of any obstacles or impediments identified which could result in significant delay to, amendment of or inability to realise intended project objectives.
13. Where appropriate, sign for the approval of the Authority, Grant Offers tailored to the needs of the Partner in its delivery of the project. All claims as outlined in Grant Offers should be submitted by specified deadlines, supported by the prescribed documentation. Payments will be made following checking and approval of claims by the Authority.
14. Partners shall follow NLHF's guidance for procurement for goods and services as a minimum standard, which requires any work to be carried out over the value of £10,000 (ten thousand pounds) to be competitively priced the relevant Partner having obtained at least three quotes. Any work to be carried out over the value of £50,000 (fifty thousand pounds) to be subject to a formal tender process. Partners shall take reasonable endeavours to ensure that all transactions demonstrate financial probity and good value.
15. Partners shall ensure that no capital works delivered on behalf of the 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 relevant local authority, government agencies and any other relevant bodies. Partners shall ensure that capital works carried out are completed to the standards set out in the specifications to the Project or to such other appropriate standards as agreed before the commencement of the work. Where issues arise they will be brought to the attention of the Authority.
16. Collaborate with the Authority and other project Partners as appropriate in the development and issue of any communications, and adherence to communications protocols as outlined in the Project's Communications Plan to ensure effective communications across the partnership.
17. Act in the best interests of the project and the spirit of partnership, and maintain appropriate relationships and communications with other Partners and other key stakeholders interested the project.
18. Where a Partner is contacted by the press they shall use reasonable endeavours to represent the interests of the Project faithfully and not do anything which might bring the Project or other Partners into disrepute, including issuing communications in the name of the Project or other Partners without prior agreement.
19. Support the Authority as lead applicant and accountable body for the project in supplying responses to all reasonable information requests required for project administration and reporting.

RESPONSIBILITIES OF THE AUTHORITY

20. The Cairngorms National Park Authority as lead applicant and accountable body for the project is responsible for the receipt and effective stewardship of all resources made available by National Heritage Lottery Fund (NHLF) and any other external funders to support delivery of the project. The Authority supplies cash flow financing for the project and provides support on financial and management accounting, creditor payments, and grant disbursements.
21. On completion or termination of the Project, use of any remaining funds will be determined by the Project Board taking into account the aims and objectives of the Project. If funders require justifiable repayment of all or any of the funds the Project Board shall agree the basis on which such repayments shall be made.
22. The Authority shall prepare specific template agreements and any other legal agreements as shall be required to underpin effective operations of the project.
23. The Authority also acts as the employing organisation for any staff required by the project in delivery of the collective project objectives and not employed by one of the other Partners. Such project staff are all effectively CNPA employees, with access to the standard terms and conditions of the Authority, while being directed for 100% of their time on project delivery operations.
24. The Authority as Accountable Body will appoint a Director as the responsible senior manager for oversight and discharge of its obligations on this project to Partners and funders. The nominated Director will be a member of the Project Board and will take lead responsibility on behalf of the Authority for liaison between key funders and the Project Board.
25. The Project Board will nominate a member responsible for oversight of the Operation Management Team. The nominated member will take lead responsibility for liaison between the Operational Management Team and the Project Board and, along with the Project Manager, will be responsible for ensuring the Project Board is aware of key operational matters as appropriate.
26. The CNPA Board also accepts responsibility as the corporate body for all responsibilities placed on the organisation as a consequence of its role as accountable body.

REVIEW OF AGREEMENT

27. The operation of this agreement shall be reviewed annually by the Partner with any matters arising communicated to the Authority through the Project Board Chair and the lead Director of the accountable body. The Authority shall be expected to review and respond to those matters arising within 30 working days and respond to the Partner appropriately on the conclusions of its review.

28. The operation of this agreement may also be reviewed separately by the Authority and any matters arising communicated to the Partner through the lead Director of the Accountable body. The Partner shall be expected to review and respond to those matters arising within 30 working days and respond to the Authority appropriately on the conclusions of its review.
29. Any adopted variations to this agreement shall be in writing, either in the form of jointly adopted addenda to the agreement or in the form of a fully revised and signed agreement.

COMMENCEMENT AND TERMINATION

30. This agreement will take effect on 28 May 2021 and shall terminate on 30 July 2023.
31. All parties shall be entitled to terminate this agreement on giving 3 months notice in writing to the other parties.
32. Prior to any such notice being issued, the cause which may give rise to a potential notice to terminate must be communicated in writing to the office of the relevant party, stating clearly the issues which could lead to termination and the proposed remedies which could avoid such action. The party making the written representation must allow for at least 6 months for the issues raised and their proposed remedies to be considered and solutions agreed.
33. Parties shall also be entitled to seek to extend this agreement beyond the stated termination date. At least 6 months notice should be given of the desire to extend the agreement and this communicated in writing to the other party. The party receiving the request to the agreement should respond within 60 days of receipt of the request.
34. The terms of the Agreement shall cease to apply, in respect of any Partner, without prejudice to the rights of the other Partners, between themselves, or against that Partner, if that Partner without reasonable cause commits a material breach of an essential obligation of this Agreement and the Project Board acting reasonably and in good faith decides that it should no longer be a Partner.

ARBITRATION

35. In the event of any dispute under this agreement a reference shall be made to a single arbiter to be mutually appointed. Failing agreement thereon, a single arbiter shall be chosen by the appointed legal advisors to the Authority. The decision of any such arbiter will be final and binding.