

**CAIRNGORMS CAPERCAILLIE PROJECT
MEMORANDUM OF AGREEMENT BETWEEN**

DR ADAM SMITH, NATURESCOT (SCOTTISH NATURAL HERITAGE), PRISCILLA GORDON-DUFF, ROYAL SOCIETY FOR THE PROTECTION OF BIRDS and SEAFIELD AND STRATHSPEY ESTATES, (hereinafter referred to as the "Board Members")

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 MEMORANDUM OF AGREEMENT is hereby made and entered into by the Authority and the Board Members.

DEFINITIONS

The following terms appearing in this Memorandum of 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")
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 the Board Members 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 Board Member as signatories of this Memorandum of Agreement. This Memorandum of Agreement is one of two agreements between Partners. It explains the roles and responsibilities of the Authority and Partners who are members of the Project Board. The other agreement (a Partnership Agreement) explains the roles and responsibilities of the Authority and Partners who are members of the Operational Management Team.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS

2. The Authority and Board Members 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 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. Board Members 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.

RESPONSIBILITIES OF THE AUTHORITY

5. The Authority as lead applicant and accountable body for the project is responsible for the receipt and effective stewardship of all resources made available by the NLHF 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.
6. The Authority shall prepare template Data Management Agreements, Project Financing, Grant Award, any specific Project Delivery Agreements and any other legal agreements as shall be required to underpin effective operations of the project.
7. 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 project 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.
8. 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 Board Members, project partners and funders. The nominated Director will be a member of the Project Board as defined by the project plan and will take lead responsibility on behalf of the Authority for liaison between key funders and the Project Board.

9. The Authority's appointed Director, along with the appointed Project Manager, will be responsible for ensuring the Board Members are aware of key matters relating to overall project delivery, risk management and finances.
10. The Authority's appointed Director will be responsible for facilitating decision-making and input from Board Members outside of Project Board meetings if required. Strategic decisions made outside of Project Board meetings will be documented and appended to meetings notes on the project website.
11. As the organisation with statutory responsibility for coordinating development and delivery of the National Park Partnership Plan (CNPPP) for the Cairngorms National Park, the Board of CNPA has a significant interest in the operation of the project given its significant contribution to meeting the aims of the National Park and certain of the priorities set out within the CNPPP. The Board will therefore have the capacity to nominate an appointee to the Project Board, in addition to the Accountable body Director, to ensure there are effective linkages in place between these two bodies.
12. 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.

RESPONSIBILITIES OF THE BOARD MEMBERS

13. To meet on a quarterly basis to review project delivery against the project's Approved Purposes, to review risks and issues, make strategic decisions in response and make reasonable effort to ensure the project achieves its Approved Purposes. This includes providing strategic guidance and support for the Operational Management Team as required.
14. To review and authorise the project budget on a quarterly basis, including third-party grant offers (for habitat improvement) and budgets ring-fenced for community-led action, assessed and recommended by the Operational Management Team.
15. Provide high level direction for project communications and collaborate with the Authority and project partners as appropriate in the development and issue of any communications relating to the project as outlined in the Communications Plan.
16. Notify the Authority as Accountable Body at the earliest reasonable opportunity of any obstacles or impediments identified which could result in significant delay to, amendment of or inability to fulfill the responsibilities outlined in this agreement.
17. 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 ALL PARTIES

18. Deliver required inputs of time and resource as are required to achieve the delivery of the project, taking into account Covid-19 and the need for increased levels of dynamic working and contingency planning.
19. Act in the best interests of the project and be a positive and proactive advocate for the project, internally and externally, maintaining appropriate relationships and communications with project partners and other key stakeholders interested in the project.
20. Recruit new Board members as required to ensure the Board is able to fulfil its responsibilities as the project evolves.

REVIEW OF AGREEMENT

20. The operation of this agreement shall be reviewed annually and 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 Board Members appropriately on the conclusions of its review.
21. The operation of this agreement may also be reviewed separately by the Authority and any matters arising communicated directly to Board Members. Board Members 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.
22. 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

23. This agreement will take effect on 7th June 2021 and terminate on 30 July 2023.
24. Any party shall be entitled to terminate this agreement on giving 3 months notice in writing to the other parties.
25. 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.
26. Any party 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.

ARBITRATION

27. In the event of any dispute under this agreement between the parties a reference shall be made to a single arbiter to be mutually appointed.
28. 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.