

# Broads Authority

31 January 2020

Agenda item number 17

## Memorandum of Understanding between the Broads Charitable Trust and the Broads Authority

Report by Director of Strategic Services

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### Purpose

The Broads Charitable Trust and the Broads Authority propose to work collaboratively to attract external funding. A draft Memorandum of Understanding has been prepared.

### Recommended decision

Approve the Memorandum of Understanding between the Broads Charitable Trust and the Broads Authority.

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## 1. Introduction

- 1.1. The Broads Charitable Trust (BCT) and the Broads Authority (BA) propose to work collaboratively to attract funding to deliver public benefits in line with the BCT's objectives.
- 1.2. At their meeting on 25 November 2019, the BCT trustees approved a draft Memorandum of Understanding (Appendix 1) setting out the basis on which the BCT and the BA intend to collaborate.
- 1.3. The Water, Mills and Marshes programme (WMM) is included in the scope of this agreement, and the BCT has appointed a trustee to become a member of the WMM board.
- 1.4. In respect of any funding the BCT agrees to provide to the BA, an arm's length grant agreement will be agreed and entered into by the parties, setting out the conditions upon which the funding is granted by the BCT to the BA.

## 2. Financial implications

- 2.1. The BA will provide some officer time to respond to the obligations imposed by each grant agreement, including any reporting requirements. This will be covered by existing staff budgets.

- 2.2. The income from the grant agreements resulting from the Memorandum of Understanding will cover the expenses incurred for the implementation of specific projects such as WMM projects.

Author: Marie-Pierre Tighe

Date of report: 20 December 2019

Appendix 1 – Memorandum of Understanding between the Broads Charitable Trust and the Broads Authority

## Appendix 1

Memorandum of Understanding  
between

**The Broads Charitable Trust** (Registered charity No. 1124552)

and

**The Broads Authority**, 62-64 Thorpe Road, Norwich NR1 1RY

### 1. Purpose

- 1.1. The Broads Charitable Trust (BCT) and the Broads Authority (BA) have agreed to work collaboratively with the object of stimulating their cooperation in promoting improvements for people who work in, live in and visit the unique wetland of the Broads. This Memorandum of Understanding (MoU) sets out the basis on which they intend to collaborate with each other for this purpose.

### 2. Forms of cooperation

- 2.1. Within such fields as are mutually acceptable for the Parties, the following forms of cooperation, amongst others, may be pursued hereunder:
  - Identifying potential funders which would support projects benefiting the Broads
  - Developing bids to attract funding to deliver public benefits in line with BCT's objectives (Annex 1)
  - Joint communication on successful bids
  - Visits to projects
- 2.2. BCT may engage BA for assistance with the process of submitting the bids, but BCT will remain ultimately in control.
- 2.3. Any funding provided by BCT to BA will be provided via a separate grant agreement put in place between BCT and BA. Accordingly, BA will submit a request for funding from BCT in accordance with the terms and conditions of each grant agreement, including any reporting requirements (which will need to be consistent with the head funding agreement).

### **3. Scope of the cooperation between BCT and BA**

- 3.1. The Water, Mills and Marshes programme (WMM) is included in the scope of this agreement, whereby BCT is a member of WMM board. BCT intends to contribute funding to the project, while BA is managing the overall programme and monitoring delivery. BCT trustees agree that the WMM objectives (see Annex 2) fit with BCT's own objectives. In respect of any funding that BCT agrees to provide to BA, an arm's length grant agreement will be agreed and entered into by the parties, setting out the conditions upon which the funding is granted by BCT to BA.
- 3.2. Specific additional cooperation projects could be added subject to agreement between the Parties.

### **4. Monitoring**

- 4.1. For monitoring purposes, a BA officer will present progress reports to BCT every 6 months with information on how the funding provided by BCT has been spent in furtherance of BCT's charitable purposes and in accordance with any conditions set out in the relevant grant agreement.

### **5. Financial arrangements and decision making**

- 5.1. Both Parties understand that financial arrangements between the Parties have to be negotiated and mutually agreed. The financial arrangements between the Parties will be negotiated for each grant agreement, and the principles for the amount of funding provided to BA is set out in Annex 3.
- 5.2. Both parties may seek financing of joint activities from internal and external sources available to them.

### **6. General coordinators**

- 6.1. Each Party shall designate a contact point to oversee the implementation of any agreements arising out of this MoU. These officers are:
  - a) For BCT: BCT Trustee appointed to WMM board
  - b) For BA: Director of Strategic Services

### **7. Liability**

- 7.1. Except for loss or damages caused through gross negligence or intent, the Parties shall have no liability to each other hereunder.

### **8. Legal relationship**

- 8.1. This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. Nothing in this MoU is intended to, or shall be deemed to, constitute either party as the agent of the other party, nor

authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

## 9. Commencement, renewal, termination

- 9.1. This MoU will be effective from the date of the last signature hereto and will remain in force for a time period of five (5) years, with a possibility for renewal at the end of the five-year period, subject to the Parties' written agreement. Either Party may terminate this MoU at any time by giving six (6) months' notice in writing to the other Party.
- 9.2. This MoU has been drawn up in two (2) original copies in the English language, each Party receiving one duly signed copy hereof.

### Signatory for BCT

Signed:	
Date:	
Name of authorised signatory for Broads Charitable Trust	Simon Egan (BCT trustee)

### Signatory for BA

Signed:	
Date:	
Name of authorised signatory for Broads Authority	John Packman (CEO)

## Annex 1 – Broads Charitable Trust objectives

The Trust acts as a fundraising charity and works with other Broads-related charities and interested bodies to stimulate and support sustainable and high-quality projects with clear public and community benefits. Any projects the Trust supports or undertakes will be expected to contribute to one or more of the following aims:

1. Protect biodiversity
2. Conserve and enhance the natural environment, including wildlife
3. Provide appropriate facilities for residents and visitors
4. Maintain and improve the navigable waterways of the Broads
5. Promote the responsible use of land and water resources
6. Interpret the unique ecosystem that is the Broads
7. Create educational resources to promote better understanding
8. Inform and engage the interest of young people
9. Sustain community life in the Broads area
10. Maintain the cultural heritage of the Broads
11. Address the local consequences of climate change

## Annex 2 – Water, Mills and Marshes vision

The vision for Water, Mills and Marshes reflects the needs of what is a most important and special landscape. It is detailed in the WMM Landscape Conservation Action Plan:

[http://watermillsandmarshes.org.uk/wp-content/uploads/2017/10/LCAP\\_Part-1\\_web.pdf](http://watermillsandmarshes.org.uk/wp-content/uploads/2017/10/LCAP_Part-1_web.pdf)

Through the Landscape Partnership scheme, we will:

- facilitate and promote heritage and cultural skills training;
- improve physical access to and within the area;
- protect and enhance heritage assets at risk, particularly drainage mills;
- create and connect habitat corridors to strengthen ecological networks;
- discover, record and protect waterlogged archaeological assets;
- increase information and interpretative material about the area's history and special qualities; and

- improve land and water management regimes to adapt to climate change and development pressures.

The vision will be achieved through:

- Conserving and enhancing the area's biodiversity, land and water management and cultural, historical and archaeological assets at risk, strengthening and developing its local character and distinctiveness
- Reconnecting local people with their local landscape and its natural and cultural heritage, inspiring active participation through cultural and learning activities, oral history, volunteering, mass participation activities and a comprehensive events programme
- Improving access to enable greater interaction with the landscape and heritage by a wider audience
- Passing on declining specialist skills, traditions and techniques to students, communities, professionals and partners
- Ensuring that local people and communities have a deeper understanding of the marsh landscape, appreciating the forces and influences, as well as lifestyle and climate impacts that have shaped this vulnerable environment
- Providing a community grants scheme for small local organisations to allow them to plan and implement natural and cultural heritage projects that contribute to LPS objectives
- Enabling people to take an active part in legacy activities to sustain, manage and enhance the local and wider Broads landscape after the Landscape Partnership funding ends

## Annex 3 – Principles of financial arrangements between the Parties

### Principles of financial arrangements

Amount of money granted by the funder	Rate of funding provided to the Authority
Up to £50,000	95%
£50,000 to £100,000	97%
Above £100,000	To be discussed