DATED

MEMORANDUM OF UNDERSTANDING

between

XXXXXXXXXX

and

THE North Pennines AONB Partnership

CONTENTS

CLAUSE

ANNEX

This agreement is dated [DATE]

Parties

(1) XXXXXXX, a company incorporated in England and Wales with Company Number XXXXXXXX, whose registered office is at XXXXXXXXX.

(2) The **North Pennines AONB Partnership (NPAP) - lead partner)**, who are one of the partnerships of the Great North Bog (GNB) whose office is situated at 1 Martin Street, Stanhope, County Durham DL13 2UY

(3) For the purposes of this MoU NPAP will act as the lead partner. NPAPs legally accountable body is Durham County Council (DCC).

1. Background

1.1 XXXXX and NPAP have agreed to work together on the project detailed in ANNEX A (**Project**).

1.2 The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:

(a) the key objectives of the Project;

(b) the principles of collaboration;

(c) the governance structures the parties will put in place; and

(d) the respective roles and responsibilities the parties will have during the Project.

2. Key objectives for the project

2.1 The parties shall undertake the Project to achieve the key objectives set out in ANNEX A to this MoU (**Key Objectives**).

2.2 The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in ANNEX A to this MoU.

3. Principles of collaboration

The parties agree to adopt the following principles when carrying out the Project (**Principles**):

(a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;

(b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;

(c) be open. Communicate openly about major concerns, issues or opportunities relating to the Project;

(d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

(e) adopt a positive outlook. Behave in a positive, proactive manner;

(f) adhere to statutory requirements and best practice. Comply with applicable laws and standards including public procurement rules, data protection and freedom of information legislation. In particular the parties agree to comply with the requirements of the Information Sharing Protocol attached to this MoU in ANNEX B;

(g) act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support;

(h) manage stakeholders effectively;

(i) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the parties agree to make the contributions detailed in ANNEX D to this MoU; and

(j) act in good faith to support achievement of the Key Objectives and compliance with these Principles.

4. Project governance

4.1 Overview

The governance structure defined below provides a structure for the development and delivery of the Project.

4.2 Guiding principles

The following guiding principles are agreed. The Project's governance will:

(a) provide strategic oversight and direction;

(b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;

(c) align decision-making authority with the criticality of the decisions required;

(d) be aligned with Project scope and each Project stage (and may therefore require changes over time);

(e) leverage existing organisational, group and user interfaces;

(f) provide coherent, timely and efficient decision-making; and

(g) correspond with the key features of the Project governance arrangements set out in this MoU.

4.3 Sponsors' board

(a) The **Sponsors' Board** provides overall strategic oversight and direction to the Project. This group will consist of:

XXX: XXXXXX

NPAP : Chris Woodley-Stewart, Director, NPAP;

Paul Leadbitter, Peatland Programme Manager, NPAP;

Tim Thom, Peatland Programme Manager, Yorkshire Peat Partnership (YPP).

(b) The Sponsors' Board shall be managed in accordance with the terms of reference set out in ANNEX C to this MoU.

4.4 Project board

(a) The Project Board will provide strategic management at Project and workstream level. It will provide assurance to the Sponsors' Board that the Key Objectives are being met and that the Project is performing within the boundaries set by the Sponsors' Board.

(b) The Project Board consists of representatives from each of the parties. The Project Board shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw technical, commercial, legal and communications resources as appropriate into the Project Board. The core Project Board members are:

XXX: XXXXXXX

NPAP: Chris Woodley-Stewart, Director, NPAP;

Paul Leadbitter, Peatland Programme Manager, NPAP;

Tim Thom, Peatland Programme Manager, YPP.

The Project Board shall meet quarterly.

4.5 Reporting

Project reporting shall be undertaken at three levels:

(a) **Project Board:** Minutes and actions will be recorded for each Project Board meeting. Any additional reporting requirement shall be at the discretion of the Project Board.

(b) **Sponsors' Board:** Reporting shall be not less than quarterly, based on the minutes from the Project Board highlighting: progress this period; issues being managed; issues requiring help (that is, escalations to the Sponsors' Board) and progress planned next period and/or aligned with the frequency of the Sponsors' Board meetings.

(c) **Organisational:** the Project Board members shall be responsible for drafting reports into their respective sponsoring organisation as required for review by the Project Board before being issued.

5. Roles and responsibilities

5.1 The parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	**XXX**	**NPAP/YPP**
	[Assure]	[Lead]
Deliver restoration in North Pennines AONB	XXXX	Paul Leadbitter
Deliver restoration Yorkshire	XXXX	Tim Thom

5.2 For the purpose of the table above:

(a) **Lead**: the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Objectives and Principles at all times, and consult with the other party in advance if they are identified as having a role to Assure the relevant activity;

(b) **Assure**: the party that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Key Objectives and Principles.

5.3 Within 3 months of the date of this MoU the party with the lead role for any aspect of the Project shall develop a delivery plan for that part of the Project which shall identify the following:

(a) the key milestones for the delivery of the Key Objectives;

(b) what employees (other than employees identified in this MoU) will be required to work on the project;

(c) whether any staff will need to be seconded from one party to the other;

(d) what staff will require access to the premises of the other party;

Each delivery plan must be approved by the Project Board prior to being implemented.

6. Escalation

6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Project Board, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Project Board within 30 days, the matter may be escalated to the Sponsors' Board for resolution.

6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims made by a supplier or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Project Board (or its nominated representatives). No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Project Board (or its nominated representatives).

7. Intellectual property

7.1 The parties intend that, notwithstanding any secondment, any intellectual property rights created in the course of the Project shall vest in the party whose employee created them (or in the case of any intellectual property rights created jointly by employees of both parties in the party that is lead party noted in clause 5 above for the part of the project that the intellectual property right relates to).

7.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 7.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

8. Term and termination

8.1 This MoU shall commence on the date of signature by both parties, and shall expire on 31 March 2025, unless the terms is extended by the agreement of the Parties or terminated prior to that date.

8.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time. In the event of termination of this MoU no further payments will be made by XXX and the parties will use reasonable endeavours to conclude any existing proposals or projects in a manner satisfactory to both parties.

9. Variation

This MoU, including the Annexes, may only be varied by written agreement of the Sponsor's Board.

10. Charges and liabilities

10.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

10.2 The parties agree to share the costs and expenses arising in respect of the Project between them set out in ANNEX D to this MoU.

10.3 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

11. Status

11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

11.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, 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.

12. Governing law and jurisdiction

This MoU shall be governed by and construed in accordance with English law and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of XXX
Signature: ....
Name: XXXXX
Position: Director of Sustainability & Procurement
Date: ....

Signed for and on behalf of NPAP/DCC
Signature: ....
Name: Chris Woodley-Stewart
Position: Director
Date: ....

CONTACT POINTS

XXX
Name:
Office address:

Tel No:
E-mail Address:

NPAP/DCC
Name: Paul Leadbitter
Office Address: 1 Martin Street, Bishop Auckland
Stanhope
County Durham
DL13 2UY

Tel No: 07557 541 349
E-mail Address: pleadbitter@northpenninesaonb.org.uk

ANNEX A The Project

Project overview

The parties will work in collaboration to support the GNB's peatland restoration project to locate, develop and restore peatland in order to achieve better outcomes for nature as well as carbon credits certified in accordance with the Peatland Code. Where the parties are working in collaboration on any Project no less than £XXX of Pending Issuance Units (PIUs) or Peatland Carbon Units (PCU's) shall be made available to XXX for purchase.

Subject to agreement and the identification of appropriate land, XXX will provide a base level of funding with the parties working together to obtain addition sources of funding, via grants or other sponsorship.

NPAP will locate suitable projects for development; negotiate with landowners and enter into agreements with landowners to establish peatland restoration projects which will generate PIUs and PCUs which NPAP will give XXX first refusal in respect of any peatland scheme which is capable of registration under the Peatland Code. When peatland restoration projects are identified, NPAP will involve XXX in the negotiation and settlement of terms with landowners.

NPAP will, within six months of entering into this agreement, establish a relationship with the peatland certification bodies, either *OF&G* or the *Soil Association* in order to validate any project.

Upon execution of this agreement, NPAP will commence work by the end of November 2022 and anticipate restoring the sites XXX are contributing to by March 2023. In each subsequent year, work will commence by end November with completion taking place the following March.

NPAP will liaise with its chosen accreditation body throughout the year to ensure the availability of PIUs and PCUs.

Subject to XXX agreement, where viable the landowner will sell and XXX will buy PIUs and PCUs (as applicable) in any scheme which has been validated in accordance with the Peatland Code.

NPAP will provide opportunities, up to 12 in any calendar year, for XXX colleagues and customers to visit the site and observe and participate in the restoration project.

The Key Objectives

The key objectives are to:

1. Restore 300 hectares of severely damaged blanket bog during each year of the agreement.
2. Resource the mapping and development of more restoration of peatlands, and obtain certification under the Peatland Code during each year of this agreement
3. Develop Peatland Code projects that will provide up to at least of at least £200,000 of PIUs or PCUs (as applicable) to be purchased for XXX per year.
4. Demonstrate to the UK peatland community a working model of blended financing via the UK Peatland Code with a FTSE 250 company.

ANNEX B Information Sharing Protocol

The Parties have agreed to share such information as may be needed from time to time for the success of the Project.

All data and information exchanged will be the minimum amount necessary for the performance of this Agreement and the Project. Routinely shared information will include, inter alia, baseline assessment and monitoring data together with information net and biodiversity gains with updates as to the interactions with the Peatland Code towards the issuance of PIUs and the certification of PCUs, as appropriate, to allow XXX to have up to date information for reporting purposes.

Access to the data will be limited on a need-to-know basis to employees of the Parties.

The Parties will use reasonable endeavours to agree any public statements as to the Project, noting that XXX is a listed PLC and is subject to additional reporting obligations from a number of sources, including but not limited to the Listing Rules and may, from time to time, be compelled to make statements for which it will not seek the prior agreement or consent of GNB.

Both Parties will agree to the content of any joint statements about the Project. Each Party undertakes that, wherever a sole Party is making a statement or other marketing activity which refers to the Project it will name check the other Party.

The Parties do not anticipate that there will be any Personal Data shared in pursuance of this Agreement to which the Data Protection Act 2018 would apply.

In the event of any breach of this Protocol, the breaching Party shall, immediately upon becoming aware of the same, inform the other Party.

ANNEX C Sponsors' Board terms of reference

(a) **Remit:**

(i) actions of Project Board requiring approval.

(b) **Decision-making:**

(i) individuals named in this agreement

(ii) voting rights: 1 vote per party

(c) **Meetings:**

(i) frequency:- quarterly

(ii) quorum: 1 representative of each party

(iii) premises: to be agreed in advance of each meeting

(iv) notice: no less than one week

ANNEX D Contributions

XXX will invest up to a maximum of £XXXXX (XXXX) in each calendar year commencing 2022 (then 2023 and 2024) as part of its commitment to peatland restoration. The amount of this investment will be confirmed to NPAP each year as early as possible to ensure that it can be programmed into restoration plans. The XXX investment will be comprised of an annual payment of up to £XXXX (XXXX) in respect of capital and miscellaneous costs with £XXXX (XXXX) payable for Pending Issuance Units or Peatland Carbon Units (as those terms are defined by the Peatland Code) as they become available.

Each party shall bear its own costs in relation to the establishment and operation of this MoU and in respect of the delivery of the collaboration. This includes the cost of staff, travel, disbursements and any secondments.

Third Party and consultant costs shall be borne by the Project upon the prior agreement of XXX and NPAP.

XXX will provide access, where possible and appropriate, to its supply chain family, clients and contacts.

XXX will provide non-financial support where possible, including know how, presentations to landowners, technical resources, drone footage, photography and assistance with the NPAP resourcing strategy.

NPAP will include XXX in all strategic decision making, including but not limited to, the identification of appropriate land, landowner agreements, PIUs, PCUs, expenditure.

NPAP will provide XXX with opportunities to consider partnering with NPAP in respect of any other peatland restoration project or opportunity it identifies.