

THIS MEMORANDUM OF AGREEMENT is made on

BETWEEN

- (1) **PEAK DISTRICT NATIONAL PARK AUTHORITY** of Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE ('the Authority');
and
- (2) **NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, Loughborough Road, West Bridgford, Nottingham, NG2 7QP (NCC).

BACKGROUND

- (A) The Authority wishes to work with Outdoor Education Centres to promote the Peak District National Park (the National Park) to young people and understanding of the National Park as a special place.
- (B) NCC owns and operate the [name and address of centre] ("the Centre").
- (C) Outdoor and Environment Centres and other organisations will be given 'ambassador status' as partners of the Peak District National Park. NCC will be granted ambassador status in respect of the Centre.

IT IS AGREED:

1. TERM

- 1.1 The term of this agreement shall be from [] years to [] and may be extended by written agreement of both parties.

2. ROLES OF THE AUTHORITY

- 2.1 The Authority will provide a point of contact to NCC's Centre Manager to help with queries about the Authority, the National Park and the John Muir Award. At the date of this agreement that contact is **Carina Humberstone**. If the member of staff changes, the Authority will inform NCC's Centre Manager.

2.2 Resources

The Authority will provide resources for the following purposes (of a type and cost to be agreed with the NCC's Centre Manager):

- 2.2.1 displays about the National Park within the Centre;
- 2.2.2 environment activities;
- 2.2.3 activities for young people undertaking their Duke of Edinburgh Award e.g.; expedition project ideas;
- 2.2.4 other displays around the Centre at such location to be agreed.

2.3 Training

The Authority will provide to NCC's Centre staff:

- 2.3.1 Training in areas such as environmental science and conservation at such times and cost to be agreed;
- 2.3.2 one free half-day session a year to share ideas and resources on delivering an introduction to the National Park to the young people that attend Centre activities;
- 2.3.3 an invitation to attend relevant, in-house training events, e.g.; JMA, IOL, LotC with Authority staff;
- 2.3.4 Specialist staff training, e.g. to assist NCC's Centre staff with specialist topics such as edible plants, surveying or an additional day of training on a topic to be agreed. (The cost of such training is to be agreed but at a reduced rate);

2.4 The Authority will assist NCC's Centre staff to:

- 2.4.1 Source opportunities for young people to get involved with conservation activities in the National Park;

- 2.4.2 (With the Authority's partners) provide practical, conservation activities for young people and Centre staff. There may be a cost if these activities are delivered by the Authority or its partners;
- 2.5 John Muir Award
 - 2.5.1 The Authority will provide one free half day session a year to introduce the John Muir Award to NCC's Centre staff. Topics covered will be an introduction to the Award; the administration of the Award; website resources and practical activities to give staff ideas on how to deliver the Award through their programmes.
 - 2.5.2 The Authority will also assist NCC's Centre staff in setting up and administering the Award, including providing resources, support & training, if required, in a manner to be agreed.
- 2.6 NCC's Centre staff may be permitted to shadow Authority staff on delivery days to share knowledge and ideas.
- 2.7 The Authority will, where practicable, signpost enquiries to it for outdoor activities to NCC's Centre Manager.

3. ROLES OF THE CENTRE

- 3.1 NCC will provide a point of contact to the Authority to deal with queries about the Centre. At the date of this agreement that contact is [REDACTED] (NCC's Centre Manager). If the member of staff changes, NCC will inform the Authority.
- 3.2 Activity programmes at the Centre
 - NCC's Centre staff will:
 - 3.2.1 Introduce the National Park to its visiting groups (particularly young people) as part of its programmes, passing on key messages such as the National Park being a protected area because of its special qualities whilst promoting responsible access in the National Park;
 - 3.2.2 Reinforce the above messages in its activity programmes, for example talking about visiting responsibly, for example using the appropriate rights of way and taking litter home;
 - 3.2.3 Encourage Duke of Edinburgh Award assessors and supervisors to work sympathetically with the National Park;
 - 3.2.4 Promote and support the John Muir Award including offering the Award programme to groups that come to the Centre for at least 4 days; supporting schools in offering the Award and encourage them to continue their work back at their schools.
- 3.3 Authority Events:
 - 3.3.1 NCC shall ensure that the Centre is used to support the Authority's celebratory events each year such as EUROPARC Day of Parks, National Park Week and any anniversaries. Such support shall be agreed but may include advertising any relevant Authority events (for example through social media) and working in partnership with the Authority to deliver activities relevant to the event;
 - 3.3.2 NCC shall use the Centre to promote regular Authority events to its clients, including the PPCV volunteer programmes, Junior Ranger programmes, and school educational visits.
- 3.4 NCC will endeavor to become more environmentally friendly at the Centre by exploring the reduction of use single use plastics, electricity and water at its site and utilising an area to promote conservation or encouraging wildlife.
- 3.5 Reaching Authority Target Groups
 - NCC shall use the Centre to assist the Authority to:
 - 3.5.1 Reach the Authority's target groups, including exploring opportunities and activities with Authority staff as shall be agreed;

- 3.5.2 Make 2019 a year of action for the environment, working with Step Up To Serve / #iwill and other partners to help children and young people from all backgrounds to engage with nature and improve the environment;
- 3.5.3 Consider working with National Citizen Service groups to meet the Authority's specific targets of getting young people in NCS schemes to connect with all national parks.
- 3.6 NCC's Centre Manager shall provide annually to the Authority on an anonymised basis the number of groups and their approximate geographical location (by county) that have attended the Centre which the Centre has either passed information to or included in relevant activities under this agreement. No Personal Data and/or Sensitive Data (as defined by the the Data Protection Act 2018 and the General Data Protection Regulations ((EU) 2016/679) shall be collected or provided.

4. WORKING IN PARTNERSHIP AND ACKNOWLEDGEMENTS

- 4.1 The Authority and NCC will work collaboratively in partnership to:
- 4.1.1 Foster and develop a relationship to enable this agreement to be successful;
- 4.1.2 Offer work experience and volunteer placements to students; and
- 4.1.3 Develop conservation projects that are on offer, for example, offering accommodation for groups
- 4.2 Each party shall be responsible for its own costs and liabilities incurred in respect of this agreement.

5. ACCREDITATION AND USE OF LOGO

- 5.1 From the date of this agreement NCC will be accredited as an Ambassador Centre by the Authority. This accreditation does not extend to any other endorsement of NCC, the Centre or its operation.
- 5.2 On accreditation of NCC as an Ambassador Centre the Authority will provide the Ambassador logo (the Logo) and certificate (in a format to be agreed) for use by NCC in promoting this partnership and the Centre's support for Authority's aims of conservation and (responsible) access. NCC will not use the Logo for any other purpose without the Authority's prior approval.

6. SAFEGUARDING

- 6.1 In order to safeguard the young people with whom the Authority works and to fulfil its statutory responsibilities, the Authority and its partner organisations (including NCC) must have in place policies and procedures relating to child protection, which cover:
- Good practice when working with young people;
 - Safeguarding the welfare of young people, including mechanisms for reporting incidents and making referrals;
 - A recruitment and selection process for paid staff and volunteers who work with young people, including checking criminal records and taking up references;
 - Regular training on child protection, health and safety and other relevant issues, for paid staff and volunteers who come in contact with children and young people;
 - Health and safety and guidance on providing safe activities for young people, including writing risk assessments and providing first aid;
 - A named person for dealing with concerns, complaints or allegations of abuse, and step-by-step guidance on what action to take;
 - Guidance on confidentiality including keeping details relating to young people confidential and times when information needs to be shared;
 - Guidance on taking, storing and using images of young people, including photographs, video, digital equipment and websites
 - Health & Safety, Equal Opportunities, Data Protection and Working with Children

6.2 The Authority and NCC will discuss how they will work together in line with their respective policies, and note any discrepancies or conflicts of interest.

6.3 In signing this agreement, NCC and the Authority confirm that they have up to date policies and procedures in place concerning the above list, and will promptly provide copies on request. In addition NCC will provide written confirmation that the appropriate level of disclosure has been undertaken for all of its staff.

7 REVIEW MEETINGS

7.1 Meetings will be held at a frequency to be agreed between the Authority and NCC's Centre Manager to review this agreement and the relationship between the parties.

8 COMMUNICATIONS

8.1 The Authority and NCC agree that they will both promote any activities shared as a result of this agreement on social media.

8.2 All press releases relating to this agreement and any activities may be initiated by either the Authority or NCC but shall be agreed by both parties before release.

9 FREEDOM OF INFORMATION, CONFIDENTIALITY AND DATA PROTECTION

9.1 Freedom of Information

9.1.1 Both parties acknowledge that each other are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and each shall (at each party's own cost) assist and co-operate with the other party as necessary to comply with these requirements.

9.2 Confidentiality

9.2.1 Each party shall treat as confidential all confidential information obtained from the other under or in connection with this agreement and shall not disclose such confidential information other than as required by law or becomes public knowledge (except in breach of this clause) and shall not use any confidential information otherwise than for the purposes of this agreement.

9.3 Data Protection

9.3.1 The Authority NCC shall ensure that they comply with the requirements of all legislation in force from time to time governing the collection, store and/or use of Personal Data and/or Sensitive Personal Data, including, without limitation, the Data Protection Act 2018 and the General Data Protection Regulations ((EU) 2016/679).

10 DISAGREEMENT

10.1 The Authority and NCC shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this agreement.

11 ASSIGNMENT AND SUB-CONTRACTING

11.1 This agreement is personal to the Authority and NCC and shall not be assigned to any other body or organisation without the other's written consent.

12 TERMINATION

12.1 Termination by either party

12.1.1 Either party may terminate this agreement by serving at least 1 month's written notice on the other and the Agreement shall terminate on expiration of that notice.

12.2 Protection of reputation termination

12.2.1 if NCC behaves in a way that the Authority considers to be contrary to prevailing community standards, or may be regarded by the public as unacceptable, or which may be detrimental to the general reputation of the Authority (or the National Park) by its continued association with that party the Authority may terminate this agreement immediately in writing.

12.3 On termination of this agreement (for whatever reason):

12.3.1 NCC will return any resources it has received from the Authority;

12.3.2 NCC will return the Logo to the Authority and shall no longer display the Logo on any media

12.3.3 Each party shall return any confidential information (without retaining copies thereof) provided solely for the purposes of this agreement.

13. LIABILITY

13.1 Nothing in this agreement shall limit any party's liability in respect of any claims for death or personal injury caused by the negligence by such party, resulting from any fraud (including fraudulent misrepresentation) made by such Party or for which liability may not otherwise lawfully be limited or excluded

13.2 Neither party be liable for direct or indirect loss of profits, business or goodwill.

14. GENERAL

14.1 This agreement shall not be construed as creating a relationship of principal and agent, partnership or joint venture of any kind between the parties and neither Party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

Each Party hereby confirms its agreement to the terms contained in this agreement.

Signed for and on behalf of the Authority:-	Signed for and on behalf of NCC:-
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: