

Appendix 1: Copy of the Norfolk Coast Partnership Memorandum of Agreement (with tracked changes showing changes from the adopted version)



## NORFOLK COAST PARTNERSHIP

### MEMORANDUM OF AGREEMENT BETWEEN

**LOCAL AUTHORITY FUNDING PARTNERS**

**20115-1815**

THIS MEMORANDUM OF AGREEMENT is made ~~between: the~~ day of

2012

**BETWEEN**

~~(1) Defra, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6NB~~

(21) **Norfolk County Council** (“Host Authority”), County Hall, Martineau Lane,  
Norwich, Norfolk NR1 2DH

(32) **North Norfolk District Council**, Council Offices, Holt Road, Cromer, Norfolk  
NR27 9EN

(43) **Borough Council of King’s Lynn and West Norfolk**, King’s Court, Chapel  
Street, King’s Lynn, Norfolk, PE30 1EX

(54) **Great Yarmouth Borough Council**, Town Hall, Hall Plain, Great Yarmouth,  
Norfolk NR30 2QF

(“the Parties”)

**The Agreement runs from April 2015 to March 2018**

**IT IS AGREED** as follows:

**WHEREAS**

(A) This Agreement provides a framework for the delivery of duties and obligations arising from Part IV of the Countryside and Rights of Way Act 2000 including the operation and management of an AONB Partnership (“the Partnership”), a Staff Unit to act on behalf of the Partnership and the publishing, reviewing and monitoring of the Management Plan.

(B) This Agreement also sets out a shared vision for and commitment to AONB management by all Parties to the Agreement. ~~It outlines~~ **it outlines** the expectations on all Parties to achieve this vision, ~~including a local reflection of the national tri-partite agreement between Defra, Natural England and the National Association for Areas for Outstanding Natural Beauty (“NAAONB”)~~

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~~(C) — This Agreement is intended to bind partners to give medium term security, matching Defra's commitment to a AONB funding programme over a 4 year CSR period.~~

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~~NOW IT IS AGREED~~ as follows

## 1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

“AONB” means an Area of Outstanding Natural Beauty

“the Partnership” means AONB Partnership comprising of the organisations listed in Schedule 1

“Funding Partners” means the following Local Authority Funding Partners namely Norfolk County Council, North Norfolk District Council, the Borough Council of King’s Lynn and West Norfolk and Great Yarmouth Borough Council referred to in this Agreement as the “Local Authority Funding Partners” and Defra

“Non-Funding Partners” means the organisations listed in Schedule 31

“the Term” means the ~~term of this agreement period of four years to include years 2011/12, 2012/13, 2013/14 and 2014/15~~

“Eligible Costs” means those costs ~~listed in clause 8 relating to the functions of the Core Staff Team agreed between Defra and the Host Authority as eligible for Defra funding contribution~~

“Management Plan” means the AONB Management Plan that the local authorities have a statutory duty under the Countryside and Rights of Way Act 2000 to produce and review in relation to any AONBs in their area

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<b>“Annual Business Plan”</b>	means the Partnership business plan which sets out the work to be undertaken in line with the Management Plan for the financial year(s) in question
<b>“the Host Authority”</b>	means the local authority responsible for the Partnership’s finances and employment of AONB staff
<b>“the Parties”</b>	means any Party to this Agreement individually and <b>“Parties”</b> refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;
<b>“Staff Unit”</b>	means the unit established by the Host Authority employing all and any staff engaged in the work of the Partnership, including the Core Staff;
<b>“Core Staff”</b>	means the staff funded by the budget detailed in clause 7 for the purposes of the core functions listed in Schedule 2 but does not include or cover new posts established through externally funded projects.
<b>“Sustainable Development Fund”</b>	means a funding programme to aid the achievement of AONB purposes by encouraging individuals, community groups and businesses to co-operate together to develop practical and sustainable solutions to the management of their activities

1.2 In this Agreement where the context requires:

- 1.2.1 the masculine gender includes the feminine and the neuter and the singular includes the plural and vice versa;
- 1.2.2 references to any statute, enactment, order, regulation or other legislative instrument include any amendment to the same by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof;

- 1.2.3 a reference to a person shall include a reference to any individual, company, or other legal entity;
- 1.2.4 references to clauses and Schedules are, unless otherwise stated, references to clauses in and Schedules to this Agreement;
- 1.2.5 headings are provided for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement.
- 1.3 Subject to clause 1.4 the Schedules form an integral part of this Agreement.
- 1.4 In the event of any conflict between the provisions of this Agreement and the provisions in the Schedules the provisions of this Agreement shall prevail and for the purposes of this clause 1.4 only the term "Agreement" shall not include the Schedules.

## **2. Shared Vision**

Working together to ensure that the natural beauty of AONBs is conserved, enhanced and promoted for the benefit of all; valuing the contribution of each AONB and the network as a whole to the protection of our finest landscapes; supporting local action and national collaboration; recognising and meeting the challenges for the future. AONBs are seen as functioning landscapes and exemplars of coherent and resilient ecological networks which can deliver wider benefits for society.

- 2.1 The Parties to this Agreement believe that:
  - 2.1.1 AONB management structures should be strongly supported by partners and relevant authorities.<sup>1</sup>
  - 2.1.2 the statutory requirement to produce Management Plans provides an important opportunity to strengthen partnerships and achieve better outcomes.
  - 2.1.3 security of funding and flexibility of funding for AONBs will deliver better outcomes.
  - 2.1.4 there should be a "can do" culture which is not risk-averse but where lessons from novel approaches are encouraged and learnt from, in both success and failure.
  - 2.1.5 monitoring of environmental outcomes is essential and needs to be undertaken to develop a sound, spatially-relevant evidence base.
  - 2.1.6 opportunities should be taken to maximise the synergies between the outcomes of the Management Plan with the plans of other Parties, and of the wider Protected Landscape network.

## **3. Duration**

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<sup>1</sup> As defined by S85 of CROW Act - relevant authority includes government departments, Natural England included, and public sector as well as statutory undertakers

This Agreement will run for the Term unless terminated earlier in accordance with the provisions of clause 110 or alternatively ~~at the end of the Term the Agreement~~ may be extended for a further Term with the written agreement of the Parties.

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#### **4. Partnership Roles, Responsibilities and Structure**

##### 4.1 The Partnership

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4.1.1 The Partnership was formed in September 1991.

4.1.2 The Partnership membership, terms of reference, structure and operation is set out in Schedule 1.

##### 4.2 The Staff Unit

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4.2.1 The purpose and objectives of the Partnership will be assisted by the employment of a Staff Unit to act on its behalf. ~~Part 1 of Schedule 2 shows Core Staff and non-Core staff.~~ –The Staff Unit will coordinate, champion, act as a focus and bring bodies together for action, and bid for funds. The Staff Unit will carry out the core functions set out in ~~part 2 of~~ Schedule 2.

4.2.2 The Staff Unit will work for the whole Partnership and have its own identity. Activities will be delivered under the identity of the Partnership, rather than that of the Host Authority or individual Parties.

4.2.3 A degree of independence for the Partnership from the Host Authority will be necessary, particularly when the Partnership is consulted by or is required to make comments and provide advice on schemes and activities of its constituent Local Authorities.

##### 4.3 The Host Authority

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The Host Authority will be responsible for exercising its duties in relation to the Countryside and Rights of Way Act 2000, and for line managing the AONB Manager, acting as employer of the staff employed as part of the Staff Unit, providing human resources and IT support and exercising responsibility for the financial management of the Partnership in accordance with clause 8.

##### 4.4 Local Authority Funding Partners

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The Local Authority Funding Partners will be responsible for exercising their duties in relation to the Countryside and Rights of Way Act 2000, and for:

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4.4.1 contributing to the costs of the Partnership in accordance with clause 10.

4.4.2 working with the Host Authority ~~– Defra and Natural England~~ and other organisations as appropriate in relation to the management of the AONB.

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- 4.4.3 providing ~~a recognised~~ lead officer and elected member contacts, as appropriate to their roles within the authority, who will be involved in the management of the Staff Unit, the Management Plan process and Partnership activity; and
- 4.4.4 working with local government members to promote the role and value of AONBs and the Partnership to society and our natural environment.

4.5 Non-Funding Partners

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The Non-Funding Partners will be requested to assist the Host Authority, ~~Defra, Natural England~~ and the Funding Partners in managing the AONB by providing advice and guidance in their specific areas of expertise and contribute to the delivery of the Management Plan.

~~4.6 Defra~~

~~Defra will be responsible for exercising its duties in relation to the Countryside and Rights of Way Act 2000, and for:~~

- ~~4.6.1 contributing to the costs of the Partnership in accordance with clause 9;~~
- ~~4.6.2 working to the principles set out in the tri-partite Memorandum of Understanding between Defra, Natural England and the NAAONB, a copy of which is annexed to this Agreement~~
- ~~4.6.3 supporting the work of the Partnership~~
- ~~4.6.4 working across Government and with national organisations to promote the role and value of AONBs to society and our natural environment.~~

**5. Employment of a Staff Unit**

- 5.1 An AONB Staff Unit capable of performing the core functions set out in Schedule 2 will be ~~established~~ maintained by the Host Authority. ~~Details of the Staff Unit are more particularly described in part 1 of Schedule 2.~~

5.2. AONB Manager

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- 5.2.1 An AONB Manager will be employed at a senior level to act as a respected advocate for, and champion of the AONB. The AONB Manager will be given authority to work with key partners at a senior level, for example Chief Executives, lead Planning Officers, key committees and Local Authority members
- 5.2.2 The line management of the AONB Manager for day to day purposes will be through the Host Authority.

5.3. Other AONB Staff

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- 5.3.1 Other AONB staff, forming part of the Staff Unit, will be employed on behalf of the Partnership to take forward the Annual Business Plan and Management Plan.

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5.3.2 AONB staff will report to the AONB Manager and will work to a programme agreed by the Partnership against which progress will be monitored.

## 6. Redundancy

6.1 ~~Subject to Clause 6.2 a~~Any redundancy payments legally due to AONB Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met ~~from Partnership reserves, in which a sum sufficient to meet such eventualities will be maintained by the Funding Partners to this Agreement with the costs being split pro rata each Party's contribution.~~

~~6.2 The Funding Partners are only liable to meet the cost of redundancy payments where there has been a withdrawal or reduction of funding sufficient to make the redundancy unavoidable and the need for redundancy has been formally agreed by the Core Management Group.~~

6.3 The Host Authority will use all reasonable endeavours to redeploy the post holder internally and to the extent that is legally and practicably able to do so with other Funding Partners, prior to making the post holder redundant.

~~6.4 Provided always that Defra's liabilities in respect of redundancy costs shall be limited to an overall cap which will be no more than the total grant monies paid by Defra to the Host Authority in the previous grant year.~~

## 7. Financial and Administrative arrangements.

7.1 The income and expenditure of the Partnership will be met in the first instance by the Host Authority which will be responsible for the exercise of proper financial control and for collecting contributions from Defra and the Local Authority Funding Partners as detailed in clauses ~~9 and 10~~.

7.2 The details of the budget will be agreed annually by the Partnership's Funding Partners through their representatives on the Partnership and an appropriate grant application submitted to Defra.

7.3 The Host Authority will be responsible for submitting ~~the an~~ annual AONB financial contribution application to Defra in accordance with any guidance and deadlines issued by Defra ~~by 31<sup>st</sup> December in any year.~~

7.4 ~~The Host Authority will be responsible for submitting claims for Defra's contribution shall be paid in arrears to the Host Authority on receipt of an agreed claim and in accordance with guidance issued by Defra.~~

7.5 The Local Authority Funding Partners will commit to providing funding and make annual contributions as set out in clause 9:

~~7.5.1 make annual contributions in accordance with the provisions of clause 10~~

~~7.5.2 commit to providing 4 year funding as set out in clause 10.~~

~~7.6 Defra will:~~

~~7.6.1 make annual financial contributions to support the work of the Partnership to be made in line with the single pot contribution set out in clause 9~~

~~7.6.2 commit to providing 4 year funding as set out in clause 9.~~

## ~~8. Eligible Costs for core functions~~

~~8.1 Eligible Costs shall include:~~

- ~~i) staff salaries, employers' national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with Host Authority conditions of service;~~
- ~~ii) accommodation (office rents and rates), IT, office equipment, insurance, health and safety;~~
- ~~iii) office support services to include but not limited to financial and legal support, IT support and property services;~~
- ~~iv) pay awards and inflationary increases;~~
- ~~v) maternity pay;~~
- ~~vi) training;~~
- ~~vii) travel and subsistence expenses;~~
- ~~(viii) any redundancy payment due to a post holder employed by the Host Authority exclusively for the purposes of the Partnership and where the post holder's entitlement to the said payment arises in circumstances envisaged in clause 6;~~
- ~~(ix) a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, events;~~
- ~~(x) costs of establishing and running the AONB partnership;~~
- ~~(xi) costs associated with the production of the Management Plan;~~
- ~~(xii) advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs;~~

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~~(xiii)(viii) other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2~~

**98. Defra Funding**

- 8.1 Defra has provisionally agreed a funding contribution towards eligible costs of £146,352 for the 2015-16 financial year (see annex 1).
- 8.2 It is anticipated that Defra may give a multi-year indication of provisional funding from 2016-17 but in any event it is anticipated that subsequent funding from Defra will be agreed with the Host Authority on an annual basis.
- 9.1 ~~Defra will make a contribution to the Partnership as set out in sub-clauses 9.2, 9.3 and 9.4. For years 3 – 4 (2013/14 – 2014/15) the figures are indicative allocations which are provided now in order to assist with long-term financial planning and will be confirmed as soon as possible. This is because experience from previous spending reviews suggests that these allocations can change over the spending review period, especially given the current tight financial circumstances.~~
- 9.2 ~~The total grant allocation for the first year of the Term from Defra is £178,601~~
- 9.3 ~~The indicative total grant allocation for the second year of the Term from Defra is £168,444~~
- 9.4 ~~The indicative total grant allocation for the third year of the Term from Defra is £158,287~~
- 9.5 ~~The indicative total grant allocation for the fourth year of the Term from Defra is £148,130~~
- 9.6 ~~This four year settlement will be based on the current AONB funding formula. However the formula will be reviewed and may be subject to change during this Term.~~
- 9.7 ~~This grant will be used towards Eligible Costs listed in sub-clause 8.1, the provision of a Sustainable Development Fund and project activity in the context of a single pot [Annex 2] to achieve the outcomes set out in the Management Plan and the Annual Business Plan.~~

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**109. The Local Authority Funding Partners' Funding**

- 109.1 The Local Authority Funding Partners will contribute to the Eligible Costs to enable operation of a viable Core Staff team to perform the core functions, as set in the table below (years 2013/14 – 2014/15 are indicative):

<u>Organisation</u>	<u>FY 2011/12</u>	<u>FY 2012/13</u>	<u>FY 2013/14</u>	<u>FY 2014/15</u>
Norfolk County Council	£33,016	£28,064	£28,064	£28,064

North Norfolk District Council	£16,508	£14,032	£14,032	£14,032
Borough Council of Kings Lynn & West Norfolk	£16,508	£14,032	£14,032	£14,032
Great Yarmouth Borough Council	£1,121	£953	£953	£953

~~109.2~~ The Local Authority Funding Partners contribution (including ~~the~~ Host Authority) will equal at least 25% of Eligible Costs for core functions ~~listed in sub clause 8.1~~ in any one year. The contribution will be paid to the Host Authority by the end of May in each year.

9.3 The Local Authority Funding Partners core funding contributions in financial year 2015-16 will be:

<u>Norfolk County Council</u>	<u>£28,064</u>
<u>North Norfolk District Council</u>	<u>£14,032</u>
<u>Borough Council of Kings Lynn &amp; West Norfolk</u>	<u>£14,032</u>
<u>Great Yarmouth Borough Council</u>	<u>£953</u>

9.4 The Local Authority Funding Partners will endeavour to maintain these levels of funding in subsequent years of the agreement, including through communication by partner representatives within their authority of the importance of statutory duties relating to the CRoW Act, the ‘gearing’ of their funding in relation to other core funding and the ability of the staff team to generate additional funding.

9.5 If a reduction in funding contribution from one partner in a future financial year is unavoidable, that partner will notify the other partners as far in advance as possible. The partners, through their representatives, will agree how to manage this reduction while maintaining core functions.

9.6 The Local Authority Funding Partners may agree to extend this agreement for a further three years at any time.

## **140. Termination**

140.1 Without prejudice to the obligations of the other Parties to each other under this Agreement, which unless otherwise agreed continue, a Party may, by giving not less than one year’s written notice to the other Parties, setting out the reasons for

~~termination and how it intends to meet its statutory duties under the CRow Act.~~

terminate its participation in this Agreement ~~setting out the reasons for termination.~~ A review of the viability of the continuation of the Partnership will be carried out by the remaining Parties.

~~140.2~~ If a Party withdraws from the Agreement in accordance with clause 11.1 the remaining Parties will not be required to take on the responsibility or financial liability of the withdrawing Party. However should the remaining Parties choose to increase their contribution, financial or otherwise, then this will be reflected in an addendum to the Agreement, signed by all the remaining Parties.  
For the avoidance of doubt, the withdrawing Party will not be entitled to a return of any contribution made in accordance with clause 9 or 10 for the financial year in which they serve notice of their withdrawal.

~~140.3~~ The Local Authority Funding Partners and Defra will pay contributions in respect of inescapable contractual commitments (apart from redundancy payments that are subject to clause 6 above) entered into in good faith prior to any party giving notice of termination whether or not such commitments involve expenditure after the date of termination. However, for the avoidance of doubt, the said contractual commitments shall not include contract(s) of employment or an agreement(s) to retain the services of a worker or consultant in relation to the Partnership.

~~140.4~~ On termination of the Agreement, a statement shall be drawn up of the remaining funds held by the Host Authority pursuant to this Agreement, together with any outstanding liability and once such statement has been agreed between the Parties, the Host Authority shall reimburse the remaining monies to the contributing Parties, pro rata to their ~~initial~~ current contributions.

## ~~12. — Communication~~

~~12.1 — For the purposes of this Agreement the following are lead contacts for each of the Parties contactable at the address given:~~

~~12.1.1 — Defra: Steve Preston~~

~~(Defra Offices, Touthill Close, Peterborough, PE1 1UA)~~

~~12.1.2 — Norfolk County Council (Host Authority): Phil Bennett-Lloyd~~

~~(County Hall, Martineau Lane, Norwich, Norfolk NR1 2DH)~~

~~12.1.3 — North Norfolk District Council: Mark Ashwell (~~

~~Council Offices, Holt Road, Cromer, Norfolk NR27 9EN)~~

~~12.1.4 Borough Council of King's Lynn and West Norfolk: Alan Gomm~~

~~(King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX)~~

~~12.1.5 Great Yarmouth Borough Council: Suzanne Sale~~

~~(Town Hall, Hall Plain, Great Yarmouth, Norfolk NR30 2QF)~~

### **131. Jurisdiction**

**13.1** All disputes or claims arising out of or in connection with the activities of the parties under this Agreement shall be governed by and construed in accordance with the law of England.

### **124. Reconciliation of Disagreement**

**12.1** Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:

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**12.2** The dispute shall in the first instance be referred to the relevant Parties' Project Executive officer or manager in the organisation of similar standing for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;

**12.3** If the dispute cannot be resolved in accordance with 14.1.1 above within ten business days after such referral, or within any other period agreed between the Parties then the dispute shall be referred to the relevant Parties' Legal Advisors for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days;

**12.4** If the dispute has not been resolved following a referral in accordance with 14.1.2 the Parties shall settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

### **153. Information**

**15.1** The Parties are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and they shall assist and co-operate with the other Parties as necessary to comply with these requirements.

**15.2** In responding to a request for information, including information in connection with the Partnership, a Party will use reasonable endeavours to consult with the other Parties. Notwithstanding this the Parties acknowledge that they may be required to disclose information without consultation, or following consultation with the Parties having taken their views into account.

153.3 The Parties shall ensure that all information produced in the course of the Partnership or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable a Party to respond to a request for information within the time for compliance and shall permit the Parties to inspect such records as requested from time to time

153.4 All Parties acknowledge that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998 and the Human Rights Act 1998.

**164. Variation and Waiver**

164.1 Any significant variation of this Agreement shall be agreed in writing ~~and signed by or~~ on behalf of each of the Parties.

164.2 No delay by any Party in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

**175. Contracts (Rights of Third Parties) Act 1999**

~~17.4~~ The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

## SCHEDULE 1

### PARTNERSHIP MEMBERSHIP, TERMS OF REFERENCE, STRUCTURE AND OPERATION

#### 1. PARTNERSHIP FORUM

##### 1.1 Membership list

- (i) Natural England
- (ii) Norfolk County Council
- (iii) North Norfolk District Council
- (iv) King's Lynn and West Norfolk Borough Council
- (v) Great Yarmouth Borough Council
- (vi) Broads Authority
- (vii) Norfolk Wildlife Trust
- (viii) National Trust
- (ix) Royal Society for the Protection of Birds
- (x) English Heritage
- (xi) Environment Agency
- (xii) Country Landowners' and Business Association
- (xiii) National Farmers' Union
- (xiv) Wells Harbour Commissioners
- (xv) Five representatives elected by the Parish Councils in the area
- (xvi) One representative of common rights holders in the AONB
- (xvii) Wash and North Norfolk Coast European Marine Site Management Scheme

~~(xviii) Peddars Way and Norfolk Coast Path National Trail~~

~~(xix)~~(xviii) Representatives of any other management interests relevant to the area or operation of the AONB considered appropriate by the officers of the Core Funding Partners. Such invitation may be either permanent or to specific meetings when an agenda item particularly warrants attendance. A clear balance for the efficient functioning of the Partnership Forum will be considered between the need to have all appropriate interests represented and the need not to make the Partnership Forum unwieldy. It is particularly important to consider appropriate involvement of organisations with a legal responsibility to have regard to the purpose of AONB designation when undertaking their own functions.

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##### 1.2 Terms of reference

###### 1.2.1 The role of the Partnership Forum is to:

- a. promote partnership working for the overall benefit of the AONB through exchange of information on issues relevant to the AONB through a wide network of contacts
- b. prepare (and subsequently review on a 5-yearly basis) the statutory AONB Management Plan, and recommend the final draft to the CMG
- c. develop annual action plans from the AONB management plan for the Partnership Forum to promote, which will also inform the action plan for the Staff Team supported by the CMG
- d. consider aspects of policy and issues relating to the AONB including those stemming from national, regional and local initiatives, and develop policies and best practice for management of the AONB



- e. comment on others' policies that may affect the AONB as advised by the AONB Officer
  - f. provide information and advice on issues to the Core Funding Partners, via the CMG
- 1.2.2 The Partnership Forum will consist of representatives of organisations or interests that have a role in developing and implementing statutory and non-statutory plans and policies that affect the AONB and/or have a role in management of land in the AONB, plus representatives of the local communities. It will meet at least twice annually. In addition to CMG members, it will consist of officers or other representatives of the bodies listed within the membership list.
- 1.2.3 The Partnership Forum will be maintained and supported by the AONB Staff Team. It will decide how it wishes to manage the running of its meetings.
- 1.2.4 All Partnership Forum organisations will be invited by the Core Funding Partners to endorse this Schedule.

### 1.3 **Partner Organisations**

Each partner organisation is asked to :

- a. Appoint a representative to the Partnership Forum who can communicate within and influence his or her own organisation's policies and actions
- b. agree that its representative on the Partnership Forum should work to promote the overall interests of the AONB and not just the interest of his or her own organisation
- c. demonstrate how any legal duty to have regard to the AONB when carrying out its own functions has been met
- d. undertake activities agreed through action plans arising from the AONB Management Plan
- e. have regard to the AONB Management Plan and consult other organisations with relevant interests in the AONB when developing its own policies and programmes.

### 1.4 **Representatives on the Partnership Forum**

Members of the Partnership Forum are asked to :

- a. represent their own organisation within the Partnership Forum, but also be active participants in promoting the best interests of the AONB
- b. co-ordinate the implementation of actions agreed as a task of their organisation
- c. take information back from the Partnership Forum and promote it within their own organisation, and encourage their own organisation to co-ordinate its policies and actions with the AONB Management Plan and action plans
- d. promote AONB policies and interests to other organisations and individuals who have an impact on the management of the AONB.

## **2. COMMUNITY REPRESENTATIVES**

2.1 Five representatives will be elected on a five-yearly basis by the Parish Councils within the AONB to represent local interests within the Partnership. The opportunity to be a nominee will be widely advertised and each nominee will be required to put forward a formal nomination, together with a brief résumé of their interests relating to the AONB. Parish Councils will then be invited to indicate up to five preferences from amongst the nominations received. The five nominees receiving most votes will be elected. In the event of a tie, names will be drawn out of a hat.

2.2 The role of Parishes Representatives will be, in outline, to:

- a. Bring local perspectives and knowledge to Partnership meetings, Task Groups and network
- b. Be a good channel for communication between the Partnership and local communities - in both directions!
- c. Be an advocate for the work of the Partnership and encourage other people to get involved, and
- d. Help steer and take forward the objectives and policies which form the AONB Management Plan

2.3 AONB parishes and the approximate proportion of each in the AONB are:

Aylmerton (0.9)	Morston (all)
Beeston Regis (0.7)	Mundesley (0.1)
Binham (0.5)	North Wootton (0.9)
Blakeney (all)	Northrepps (all)
Bodham (0.2)	Old Hunstanton (0.7)
Brancaster (all)	Overstrand (0.5)
Burnham Market (0.5)	Paston (0.5)
Burnham Norton (all)	Ringstead (0.9)
Burnham Overy (all)	Roughton (0.6)
Burnham Thorpe (0.7)	Runton (0.8)
Castle Rising (0.8)	Salthouse (all)
Choseley (0.3)	Sandringham (0.9)
Cley-next-the-Sea (all)	Sea Palling (0.5)
Congham (0.1)	Sedgeford (0.3)
Cromer (0.2)	Sheringham (0.3)
Dersingham (0.2)	Sidestrand (all)
East and West Beckham (0.2)	Snettisham (0.2)
Felbrigg (all)	Somerton(0.4)
Field Dalling (0.2)	South Wootton (0.1)
Flitcham with Appleton (0.1)	Southrepps (0.7)
Gimingham (all)	Stiffkey (all)
Heacham (0.5)	Sustead (0.1)
High Kelling (0.8)	Thornham (0.9)
Hillington (0.1)	Thorpe Market (0.1)
Holkham (0.8)	Titchwell (all)
Holme-next-the-Sea (all)	Trimingham (all)
Holt (0.3)	Trunch (0.5)
Horsey; 0.6)	Upper Sheringham (0.9)
Hunstanton (0.4)	Warham (all)
Kelling (all)	Wells-next-the-Sea (all)
Knapton (0.5)	Weybourne (all)
Langham (0.6)	Wighton (0.6)
Letheringsett with Glandford (0.8)	Winterton (0.5)
	Wiveton (all)

## **3. CORE MANAGEMENT GROUP (CMG)**

### 3.1 Membership list

Norfolk County Council  
North Norfolk District Council  
King's Lynn and West Norfolk Borough Council  
Great Yarmouth Borough Council  
The Broads Authority  
Natural England  
AONB Community Representatives

### 3.2 Terms of reference

#### 3.2.1 The role of the CMG is to:

- \*a. consider all statutory issues affecting the AONB Management Plan, referring matters as necessary to the constituent local authorities and other agencies for information or decision
- \*b. endorse the final version of the Management Plan for recommendation for adoption to the constituent local authorities (who are legally responsible for this under CRoW)
- \*c. consider all aspects of policy relating to the AONB including those stemming from national, regional and local initiatives. In considering policy, the CMG will take full account of the views of the AONB Partnership Forum and Task Groups.
- \*d. represent and promote the interests of the AONB within the Core Funding Partner organisations through its constituent members, taking particular account of the legal obligation (CRoW Act, section 85) of all these organisations to have regard to the purpose of conserving and enhancing the natural beauty of the AONB when performing their functions
- \*e. determine all funding issues relating to the Staff Team and the AONB
- \*f. determine all staffing issues and work programmes relating to the AONB
- \*g. determine grant applications made by other organisations for funding from the AONB
- \*h. provide overall direction to the work of the AONB Officer and Staff Team, supported by the line management arrangements of the Host Authority

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#### 3.2.2 The CMG will consist of representatives of the Core Funding Partners, plus other organisations which have statutory responsibilities for preparing the AONB's Management Plan as follows:

- \*a. two elected members of the Norfolk County Council;
- \*b. one elected member of each of the North Norfolk District and the King's Lynn & West Norfolk and Great Yarmouth Borough Councils;
- \*c. one representative of Natural England;
- \*d. one representative of the Broads Authority

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e. It will also include two AONB community representatives, agreed between those representatives.

#### 3.2.3 The CMG will be serviced by the AONB Staff Team, supported by officers of the funding local authorities.

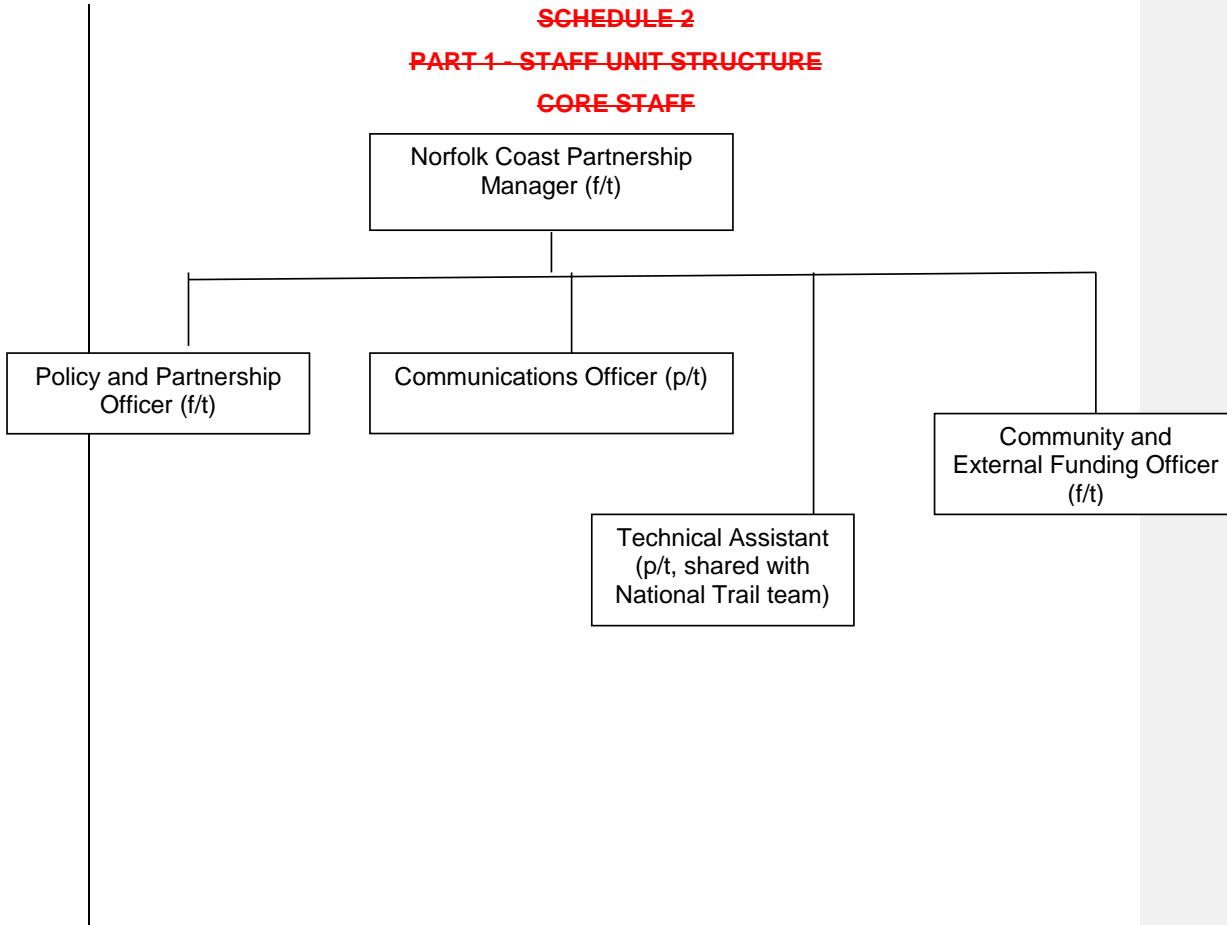
#### 3.2.4 Where two or more bodies on the CMG are amalgamated through reorganisation, the number of representatives and voting rights will be discussed and agreed between the revised group of organisations.

- 3.2.5 The local authority Core Funding Partners will appoint or confirm their representatives on the CMG and substitutes for these representatives annually, on the basis of the appointees' interest and knowledge of the AONB and their ability to promote the interests of the AONB and co-ordination of policy and management within their partner organisations.
- 3.2.6 The CMG will be chaired by one of its local authority members, elected annually by the CMG members at the first meeting of each financial year. The CMG may also elect a Vice-Chairman. The CMG will meet at least three times a year. The CMG may agree to invite organisations with a standing invitation to attend meetings of the Partnership Forum, or other organisations, to meetings of the CMG when matters on the agenda warrant it.
- 3.2.7 The CMG will subscribe to membership of the National Association for AONBs and will decide who, if anyone, it wishes to nominate and/or otherwise support in election to the Executive Committee of the Association.
- 3.2.8 Officers of the funding authorities and the Staff Team will meet as necessary to agree advice to be given to the CMG or the Partnership Forum.
- 3.2.9 Decisions by the CMG will normally be by consensus; should this not be possible a majority decision will be taken. Each member of the CMG as listed in C2 (or their substitute) will be entitled to one vote apart from on finance and staffing issues, when only members of the Core Funding Partners will be entitled to vote.
- 3.2.10 The CMG will report back annually to the Core Funding Partners regarding decisions taken and outputs produced in the previous year and anticipated outputs for the forthcoming year. Significant matters not identified in the forward plan will be reported separately as exceptions. Minutes of CMG meetings will be forwarded to officers of the CMG member authorities for reporting back to the appropriate level of the parent body.

#### **4. TASK GROUPS:**

- a. shall be set up strictly on a needs basis supported by the CMG, with an agreed remit and timescale to report back.
- b. may call on outside support and advice
- c. shall have an individual, nominated by the Partnership Forum, to lead its activities and membership.
- d. shall ensure that the size, membership and available skills and expertise are fit for purpose.

**SCHEDULE 2**  
**PART 1 – STAFF UNIT STRUCTURE**  
**CORE STAFF**



## SCHEDULE 2

### PART 21 - STAFF UNIT CORE FUNCTIONS

#### 1. MANAGEMENT PLAN

- 1.1 Developing reviewing, preparing and publishing the AONB vision and the Management Plan on behalf of the local authority partners
- 1.2 ~~Promoting the AONB vision and Management Plan to help distinguish the AONB from adjacent countryside~~ Initiating and leading actions to implement the Management Plan
- 1.3 Advising upon, facilitating and co-ordinating implementation by others of the Management Plan
- 1.4 Accessing additional resources for management activities
- 1.5 Developing an involvement by the community in the management of the AONB
- 1.6 Providing a management role to co-ordinate AONB protection through the actions of the AONB unit, the AONB Partnership and other partners at a local and strategic level
- 1.7 Problem solving with the unit acting as co-ordinator and facilitators

#### 2. ADVISORY / ADVOCACY

- 2.1 Raising awareness of the AONB's qualities of natural beauty and their conservation and enhancement, the work of the AONB Partnership, and sustainable use and enjoyment of the area
- ~~2.2~~ Advising Local Authorities and other partners on their activities within AONBs, to encourage them to attain the highest possible standards in AONBs
- ~~2.2~~ ~~2.3~~ Providing advice on conservation and enhancement of natural beauty in the AONB in relation to plans and proposals affecting the area, in conjunction with other organisations as appropriate
- ~~2.4~~ Working with and contributing to the NAAONB financial support and activities, sharing advice and best practice nationally and regionally.
- ~~2.3~~ ~~Providing landscape related planning advice (to local planning authorities and in conjunction with Natural England as appropriate in line with, and underpinned by protocols)~~
- ~~2.4~~ ~~Financial support for NAAONB~~
- 2.5 ~~Contribute to~~ and support ~~to~~ activity between AONBs and protected landscapes nationally and internationally to strengthen their status ~~of the AONBs~~ individually and collectively.

#### 3. MONITORING

- 3.1 To monitor and report on progress against Management Plans and Annual Business Plans to the Partnership and public.
- 3.2 To coordinate and disseminate information on ~~provide~~ monitoring of the condition of the AONB and provide monitoring reporting information to partner and other organisations as appropriate ~~Defra in accordance with any guidance issued by Defra~~

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## **SCHEDULE 2**

### **PART 2 Eligible Costs for core functions**

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Eligible Costs shall include:

- i) staff salaries, employers' national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with Host Authority conditions of service;
- ii) accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
- iii) office support services to include but not limited to financial and legal support, IT support and property services;
- iv) pay awards and inflationary increases;
- v) maternity pay;
- vi) training;
- vii) travel and subsistence expenses;
- (ix) any redundancy payment due to a post holder employed by the Host Authority exclusively for the purposes of the Partnership and where the post holder's entitlement to the said payment arises in circumstances envisaged in clause 6;
- (x) a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, events;
- (xi) costs of establishing and running the AONB partnership;
- (xii) costs associated with the production of the Management Plan;
- (xiii) advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs;
- (xiv) other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2

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## ANNEX 1

### **Working together for Areas of Outstanding Natural Beauty: A memorandum of understanding between Defra, Natural England and the National Association for AONBs (NAAONB)**

**Purpose:** To outline the contributions of Defra, Natural England and the NAAONB to achieving a shared vision for the AONB family in England; to delivering effective, efficient and responsive sponsorship of the individual AONB Partnerships and the relevant local authorities in delivering agreed environmental outcomes through both local decision-making and action. It confirms the commitment of each of the parties to supporting the vital work of AONB Partnerships. It sets out a vision of greater independence, security and clarity of priorities and represents a new stage in the relationship between Defra, Natural England, the NAAONB and AONB Partnerships.

**Vision:** Working together to ensure that the natural beauty of AONBs is conserved, enhanced and promoted for the benefit of all; valuing the contribution of each AONB and the network as a whole to the protection of our finest landscapes; supporting local action and national collaboration; recognising and meeting the challenges of the future. AONBs are seen as functioning landscapes and exemplars of coherent and resilient ecological networks which can deliver wider benefits for society.

**General Principles of 3-way working:** In working to meet the vision and deliver agreed priorities, Defra, Natural England and the NAAONB will recognise and respect the independence and interdependencies of each party, making best use of each party's role and expertise. Openness in communication so that there are no surprises will underpin a relationship based on mutual trust. In the interests of clarity, accountability and avoiding duplication of effort the key roles of each of the parties are identified, recognising that this is a new and developing relationship. This memorandum will be reviewed annually.

- \*Planned activities must be proportionate to the resources available to each party.
- \*Openness and accountability between parties.
- \*Knowledge and information will be actively shared.
- \*Value for money considerations must run through all project board arrangements and decisions.

#### **What Defra will do**

- Provide grant funding in a timely manner to the host authorities for each AONB Partnership, the Conservation Boards, the NAAONB and to the SE & SW Protected Landscape Forum officers, to achieve agreed business plans and subject to matched funding from other partners. Hold grant recipients accountable for the resources provided by the Government.
- Work with and support ministers on policy, grant funding and issues affecting AONBs.
- Act as advocate for AONBs within Defra and more widely across government.
- Maintain an oversight of the current and likely future progress of Partnership delivery of Management Plans and of the strategic direction for AONBs
- Provide guidance on content and implementation of government policy for AONBs.
- Lead on a review of the funding formula and grant negotiations (including the issue of liabilities for redundancies), implementing agreed changes in a way that ensures successful delivery of outcomes, supports innovation and provides value for money.
- Lead on development of a vision and strategic framework for the Protected Landscapes family.

#### **What Natural England will do:**

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- ~~☐ Provide technical information and expertise on matters relating to AONBs concerning their statutory powers and duties as well as guidance arising out of local relationships with Partnerships and the Conservation Boards.~~
- ~~☐ Continue to provide individual AONBs and the NAAONB with support and expert advice on the natural environment.~~
- ~~☐ Fulfil statutory powers and duties in relation to AONBs.~~
- ~~☐ Provide advice to AONBs on management plans and business plans and be key partners within those plans.~~
- ~~☐ Advise government, Defra, OGDs and other key stakeholders on matters relevant to landscape, biodiversity and the natural environment which affect AONBs and protected landscapes generally.~~
- ~~☐ Advise Defra on development of a vision and strategic framework for AONBs and the wider protected landscape family.~~
- ~~☐ Act as an advocate for AONBs with local, national and international partners.~~
- ~~☐ Lead on the development of proposals for strategic environmental outcome monitoring and reporting for protected landscapes~~

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**What NAAONB will do:**

- ~~☐ Co-ordinate and represent the views of AONB Partnerships.~~
- ~~☐ Disseminate information, advice and guidance to AONB Partnerships~~
- ~~☐ Work with Defra and Natural England on developing a vision and strategic framework for AONBs~~
- ~~☐ Work with government and others to strengthen public policy and practice in pursuit of the AONB purpose.~~
- ~~☐ Encourage innovation amongst AONB Partnerships.~~
- ~~☐ Support the identification, collation and sharing of best practice among AONB Partnerships, and more widely in the protected landscape network.~~
- ~~☐ Seek, and share, experience and expertise from overseas from other IUCN Category V protected landscapes.~~
- ~~☐ Help facilitate closer working between AONB Partnerships and National Park Authorities.~~
- ~~☐ Encourage delivery of shared objectives, best practice.~~
- ~~☐ Lead on development of capacity building for fund raising among AONB Partnerships.~~

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**Benefits for AONB Partnerships will be:**

- ~~♣ Closer relationship with Defra with increased opportunities to input to policy development affecting AONBs.~~
- ~~♣ Greater Ministerial engagement with AONB Partnerships.~~
- ~~♣ Better join-up with other protected landscapes.~~
- ~~♣ Increased local 'ownership' of delivery of AONB purpose.~~
- ~~♣ Multi-year funding aligned to Spending Review period~~
- ~~♣ Defra provision of additional influence to maintain/secure local authority input and support~~

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**Measures of success:**

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- Transition to new sponsorship arrangements is implemented smoothly with minimal disruption to AONB Partnership functioning, including:

  - ☐ 4-year indicative allocations and single pot funding approach continued;
  - ☐ Grant payments are made to schedule (from April 2011);
  - ☐ AONB Partnerships, local authorities and funding partners are clear about where responsibilities lie (by April 2011); and
  - ☐ The new relationship is bedded in and working effectively across Defra, Natural England and the NAAONB (by April 2011).
- Existing sponsorship arrangements are reviewed and any new arrangements are implemented in a way which maximises value for money and the efficiency and effectiveness of sponsorship delivery, including:

  - ☐ AONB grant funding formula is reviewed in consultation with Partnerships. Any changes agreed (by April 2013) and successfully implemented (by April 2014);
  - ☐ Sponsorship models reviewed including scope for possible synergies with sponsorship of National Park Authorities explored. Any changes agreed (by April 2013) and successfully implemented (by April 2014).
- There is a clear understanding of government strategic aims for AONBs and the collective effectiveness of AONB Partnerships as a national network, providing improved outcomes including:

  - ☐ Environmental outcome monitoring, linked to management plan objectives, developed and adopted as a measure of environmental change within AONBs (by April 2013);
  - ☐ AONB Partnerships continue to work together as a coherent collective where a national collaborative approach to delivering their purpose is appropriate. Examples of good practice shared and joint projects developed, including with National Park Authorities where relevant.
- AONB Partnerships' capacity to deliver their purpose(s) further developed (by April 2014), including:

  - ☐ AONBs are more independent in deciding how to achieve the objectives of their management plans;
  - ☐ AONB communities are increasingly empowered and engaged in locally relevant decisions and action;
  - ☐ AONBs capacity for levering in new sources of funding encouraged and supported. Examples of good practice shared.

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## Background

14% of England is designated as Areas of Outstanding Natural Beauty (AONBs). The purpose of designation is to conserve and enhance the natural beauty of the area. Of equivalent status to National Parks for their outstanding landscape qualities, AONBs bring great benefits to the nation, from conserving and enhancing the landscape and biodiversity and providing opportunities for public enjoyment, to supporting the rural economy and delivering environmental goods and services.

34 separate AONBs have been designated, each with their own governance and management structures, tailored to local circumstances. The majority of AONBs are managed as AONB Partnerships within a local government context. Two (Chilterns and Cotswolds) are managed through Conservation Boards established as independent organisations. The Boards have two purposes: to conserve and enhance the natural beauty of the area, and to increase the understanding and enjoyment of the AONB. They also have a duty to seek to foster the economic

~~and social well-being of the local communities within the AONB. There are a few other variations in AONB governance and purposes.~~

~~Defra is the principal funder of AONB Partnerships and Conservation Boards in England. Natural England is a key statutory adviser in AONB Partnerships and Conservation Boards in England. The National Association for AONBs is an independent organisation that represents the interests of all AONBs.~~

#### ~~Explanation of Terms Used~~

- ~~⊖ **AONB** means an area designated as an Area of Outstanding Natural Beauty~~
- ~~⊖ **AONB Partnership** includes any management Partnership, Conservation Board, Joint Advisory Committee or Joint Committee~~
- ~~⊖ **New sponsorship arrangements** from 1 April 2011 responsibility for funding and strategic oversight of AONBs and of the NAAONB will pass from Natural England to Defra. Natural England will continue to provide technical support and advice to AONBs at the local level. As part of the new arrangements Defra has said it will review the formula currently used by Natural England to set grant offers~~
- ~~⊖ **Management Plan** means the AONB management plan that the Conservation Board or relevant local authority has a statutory duty under S89 of the CROW Act to produce and review in relation to any AONBs in their area~~
- ~~⊖ **Annual Business Plan** means the AONB business plan which sets out the work to be undertaken in line with the Management Plan for the financial year(s) in question~~

#### ~~Signed on behalf of Defra~~



~~Tanya Arkle  
Deputy Director Landscape and Outdoor Recreation Programme~~

#### ~~Signed on behalf of Natural England~~



~~Chief Executive~~

#### ~~Signed on behalf of NAAONB~~



~~Chairman~~

#### Letter from Defra relating to funding in 2015-16

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Department  
for Environment  
Food & Rural Affairs

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0207 238  
1069 sarah.hendry@defra.  
gsi.gov.uk

Tim Venes  
The Old Courthouse  
Baron's Close  
Fakenham  
Norfolk  
NR21 8BE

Your ref:  
Our ref: AONB  
Date: 20th December  
2013

[tim.venes@norfolk.gov.uk](mailto:tim.venes@norfolk.gov.uk)

Dear Tim,

**2014/15 and 2015/16 Budgets**

I am writing to inform you that Ministers have now approved your budgets for both 2014/15 and 2015/16, including the late adjustment for Autumn Statement.

As you are aware, this has been a difficult process with Defra facing budget cuts of 30% during the current Spending Review, SR10, and a further 9.6% cut for 2015/16, SR13. In addition the Autumn Statement of 5<sup>th</sup> December informed Departments of a further 1.1% reduction to unprotected budgets for 2014/15 and 2015/16. After taking into account a Ministerial commitment to protect floods maintenance this has translated into a reduction to all other budgets by 1.2%. We have had to make some tough decisions in reaching a balanced budget for both years but have tried to make sure that Defra's key priorities are protected.

Details are contained in the table below.

Norfolk Coast AONB	2014/15	2015/16
Funding	<b><u>£146352</u></b>	<b><u>£146352</u></b>

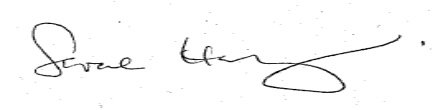
Please ensure that these figures are the ones you are working to for your current business planning process.

These allocations may be subject to further adjustment as a result of the current work being undertaken across the Network on *Strategic Alignment/One Business*. Any adjustments will only be made as agreed by Network representatives as part of the *One Business* governance structure and endorsed by the Executive Committee and/or the Finance Panel. These budget adjustments will be formally notified to you as and when agreed.

Not surprisingly, I must also signal that the wider fiscal outlook for public finances is still uncertain and there is likely to be continued downward pressure on Government spending. Therefore I must caveat that the budget figures for the next two years could be subject to revision in the event that Defra's budget was materially reduced. Hopefully we can avoid further adjustments to your budget and so you should plan on the above numbers unless advised otherwise. If changes do arise we will ensure that you are notified as soon as possible.

I know that achieving this level of savings will prove challenging and your efforts in getting to this position are very much appreciated. Both the sponsorship and Finance teams are available to work with you on any issues you may have.  
Finally, can I just record my thanks to you and your team for all you've done this year and wish you a peaceful Christmas and a happy 2014.

Kind regards

A handwritten signature in black ink, appearing to read 'Sarah Hendry', written over a horizontal line.

Sarah Hendry  
Director, Rural Development, Sustainable Communities & Crops  
Department for Environment, Food and Rural Affairs  
Nobel House  
17 Smith Square  
London  
SW1P 3JR

## **Annex 2**

### **Advice on Defra funding to AONBs through a single pot arrangement: for 2011 - 12**

#### **Background**

The tri-partite memorandum of understanding between Defra, Natural England and the National Association for AONBs (NAAONB) sets out the basis for a new working relationship between the three parties from April 2011, when responsibility for funding of AONBs transferred from Natural England to Defra. The tri-partite agreement underpins the new funding arrangements between Defra and AONB Partnerships.

Natural England's recent approach to single pot funding has been welcomed by AONB Partnerships. The tri-partite agreement recognises this success, and includes a commitment to a similar funding approach by Defra. The agreement signals Defra's intention to continue to provide 3-4 year indicative grant allocations, and to continuing the single pot approach, providing for flexibility in spending decisions for AONB Partnerships. This approach will aid medium term planning and budgeting and should deliver improved outcomes for the natural environment, including people's enjoyment and understanding.

#### **Purpose of the Single Pot**

The single pot gives AONBs greater flexibility to use their funding from Defra to best effect, to meet local circumstances and such that each Partnership is more independent in making spending decisions. It brings together into one funding stream the three strands of funding:

- core functions
- projects
- the Sustainable Development Fund

AONB partnerships and Conservation Boards will need to decide how they wish to allocate the funding contribution they receive from Defra across these three strands, and at what percentage. Defra will however expect AONBs to address core functions, project work and SDF activity, making best use of all available funding sources in producing a programme of work.

Guidance on how to do this is set out below:

#### **1. Core Functions**

Core Functions are critical to the successful operation of AONB Partnerships and Conservation Boards. Within core functions it is to be expected that staffing and associated overheads should merit particular protection. As set out in the Defra grant offer letter the grant offer includes a maximum contribution to core funding of 75% and is conditional on AONB Partnerships securing match funding of a further 25% of core funding from other sources (the respective figures for Conservation Boards are 80% and 20%). It is hoped and expected that Local Authority partner contributions to all Core Functions continue at a minimum of 25% (20%), or even at the same levels that have previously been invested. If Local Authority partners contribute more, then the "surplus" Defra funding may be used for other AONB work. Similarly non local authority partners may contribute and if external funding can be used to support core functions then this could also release money for other activity.

In exceptional circumstances there may be core function items which merit special funding arrangements where Defra funding could be applied at 100%.

Core Functions are defined in the defra MoA and as such provide guidance on minimum standards to allow successful operation of an AONB unit and the delivery of the AONB Management Plan.

## **2. Project Funding**

AONB Partnerships and Conservation Boards are free to determine how they use resources to deliver projects. If 100% AONB project funding is the only way to achieve the desired outcome, this is for the Partnerships to decide in developing their programme.

Defra believes that delivery of AONB Management Plan objectives is generally greater and more sustainable if undertaken in partnership, particularly for large scale or landscape scale projects. It therefore encourages all AONB Partnerships and Conservation Boards to use their project funding to help lever in additional resources.

The ability and willingness of partners to contribute to projects will be variable from partner to partner and from year to year. It is recognised staffing costs can be met by project funding.

## **3. Sustainable Development Fund (SDF)**

The SDF was established as a Ministerial initiative and has political support. Defra believes the previous success of SDF will ensure its continuation in a meaningful way without the need to impose minimum levels of spending, which would go against the ethos of an interdependent and trusting relationship with AONB Partnerships.

Individual SDF initiatives will be identified as part of an AONB's programme of work. SDF will remain as a visible funding stream in the AONB family and should continue to be recorded and good practice registered to inform Defra and key partners.

There are opportunities to use SDF to add value by encouraging greater uptake of innovative, often community-based, projects. The SDF programme has associated guidance prepared by Natural England which steers the kinds of projects to be developed. This guidance was revised in 2009 to place greater emphasis on encouraging innovation and risk-taking, as well as meeting AONB Management Plan objectives. These risk and innovation elements help clarify the distinction between SDF and other funding streams. Innovative SDF projects should be assessed from local, regional and national perspectives.

Where LEADER or similar types of funding are available, the potential for match funding with SDF should be examined. LEADER and SDF programmes should be mutually supportive.

### **Operation of the Single Pot**

Defra will inform AONB Partnerships of their indicative individual annual grant. Partnerships will then propose in their application form (and associated Business Plans / Management Plan delivery) how they wish to allocate the funds between the three broad strands of core, project and SDF funding programme. Subject to agreement, Defra will then provide its funding through a contribution letter.

Mid-year changes in the budget and programme are to be expected. Providing these are approved by the Partnerships or are insignificant, there is no need for additional in year approval, from Defra.