

Llyn Parc Mawr Memorandum of Understanding

1. Purpose and Scope

This Memorandum of Understanding (“the MoU”) forms the basis of the relationship between Grŵp Coedwig Cymunedol Llyn Parc Mawr Community Woodland Group as the third sector partner and Natural Resources Wales, the public sector partner. The MoU aims to ensure supportive and productive communication and co-working arrangements between Natural Resources Wales and Grŵp Coedwig Cymunedol Llyn Parc Mawr Community Woodland Group.

The MoU is established to demonstrate the parties’ commitment to collaboration and innovation in line with the goals set out in the Well-being of Future Generations (Wales) Act within the Woodlands for Wales strategy including the involvement of communities in the decision making and management of woodlands, so that woodlands deliver greater benefit at a community level. The MoU defines and formalises the relationship between the parties and sets out their roles and responsibilities within the partnership.

The MoU is not a contractual document and does not impose any legal obligation on either party. The overall relationship described by the MoU is a voluntary arrangement. The MoU is independent of any other agreements signed by or between the organisations concerned.

2. The Parties

The parties involved in the MoU are Natural Resources Wales (NRW) and Grŵp Coedwig Cymunedol Llyn Parc Mawr Community Woodland Group (LPM)

Natural Resources Wales (NRW) is a Welsh Government Sponsored Body. Natural Resources Wales ensures the environment and natural resources of Wales are sustainably maintained and used, now and in the future. NRW is the custodian of the Welsh Government Forest Estate and as such has management responsibility for Newborough Forest and the Newborough Warren SAC.

Grŵp Coedwig Cymunedol Llyn Parc Mawr Community Woodland Group (LPM) was constituted in April 2015. The aim of the group is to establish Llyn Parc Mawr as a sustainable woodland area, to benefit wildlife and to contribute to the well-being of the community of Newborough and District.

3. Duration of the MoU

The Memorandum of Understanding forms an agreement between the Parties and is effective from the date of signing until such time as the MoU is terminated by either party. The agreement will be superseded by the Woodlands and You agreement. This is envisaged to be between July 1st 2016 and August 1st 2016

4. Objectives of the MoU

The aim of the MoU in general terms is to improve the design and delivery of public services, by working in partnership, to maximise the benefits to the community without detriment to nature and to maximise these outcomes through effective partnership working between NRW and LPM.

The specific aim of this MoU is to:

- provide an agreed approach to dialogue towards the development and delivery of a 'Woodlands and You' management agreement by LPM for the area identified by NRW for community use at Llyn Parc Mawr in Newborough Forest
- foster dialogue and joint working between NRW and the communities of Newborough and District and to maximise the possibilities of achieving multiple benefits for the environment, society and economy in the area.
- promote strong, equal partnership working between NRW and LPM.
- provide reassurance to LPM that NRW will support the development of an effective 'Woodlands and You' agreement.
- Allow the initial project of developing the base area as a focal point for volunteer activity
- Allow development (when agreed with NRW) of a planning application to be submitted for log shed/volunteer class room/compost toilet/renewable energy panels/container if an application is deemed necessary by Director of Sustainability and NRW
- Allow applications for funding to continue to be submitted which will say that say that a WAY agreement is under development
- Once agreed with NRW to commence a small number of demonstration pilot volunteer projects
- Understand when the 'Mound' will be moved by NRW
- Allow continued surveys in the woodland for development of first WAY project
- Allow maintenance of Project base area to agreed standards

5. Roles and Responsibilities

Grwp Coedwig Cymunedol Llyn Parc Mawr Community Woodland Group will be responsible for:

- Engaging and working with local communities to get local people involved in the design and delivery of ecosystem services at Llyn Parc Mawr.
- Developing and implementing a 'Woodlands and You' agreement that will contribute to the regeneration of the local community by providing access to opportunities for skills development, employment, outdoor education, health and well-being.
- Raise funds to engage consultants to conduct surveys at Llyn Parc Mawr to support the development of an effective 'Woodlands and You' management plan in consultation with stakeholders and for other activities.

- Gathering the necessary resources to provide equipment and training so that local people can access opportunities for involvement at Llyn Parc Mawr.
- Supporting NRW to manage the forest at Llyn Parc Mawr for a range of social, environmental and economic benefits.
- Communicating any constraints clearly to NRW.
- Supporting NRW staff to increase public understanding of and care for natural resources within the communities of Newborough and District.
- Operating within the law and agreed Health and Safety guidelines.
- Respond constructively to Natural Resources Wales queries within 10 working days.
- Providing constructive feedback on the partnership experience.

Natural Resources Wales will be responsible for:

- Sharing resources, skills and knowledge to support the development of an effective and successful LPM 'Woodlands and You' agreement for the benefit of the environment, wildlife and the community.
- Working in collaboration to involve and empower the communities of Newborough and District to support the development of Llyn Parc Mawr as a community resource with increased economic benefit.
- Working with the community woodland group with due consideration for nature to ensure the natural resources make a greater contribution to the well-being and resilience of the communities in Newborough and District.
- Acknowledging the contribution that the newly formed Grwp Coedwig Cymunedol Llyn Parc Mawr Community Woodland Group is making in supporting Natural Resources Wales achieve its own Newborough Forest Management Plan and other Corporate objectives connected to Sustainable Development.
- NRW will recognise the independence of LPM and will share responsibilities and tasks required to manage the community woodland area including those tasks highlighted within the Newborough Forest Management Plan, which are as yet not completed, in line with any agreed WAY agreement and support the group as a partner organisation to deliver on shared identified objectives.
- Respond constructively to LPMCWG queries within 10 working days.
- Communicating requirements clearly to LPM through a named contact point, specified below, who will have authority to speak on behalf of NRW. A new named contact will be provided in the case of staff restructuring.
- Providing constructive feedback on the partnership experience.

6. Accountability

It is the responsibility for all parties to the MoU to share, inform and secure agreement within their own organisational governance arrangements for the MoU and its full delivery.

7. Partnership Values

The MoU relationship will be based on:

- Equality;
- Mutual respect and trust;
- Open and transparent communications;
- Co-operation, co-working and consultation;
- A commitment to being positive and constructive;
- A willingness to work with and learn from others;
- A shared commitment to provide excellent services to the community; and
- A desire to make the best use of resources.

8. Communications

The Parties to the MoU commit to communicating openly and constructively and to sharing good practice. The sharing of good practice can extend beyond the partnership, but where specific information is shared, this should be cleared by both parties.

The Parties agree that they will consult and co-operate together in order to achieve the maximum benefits for the community, the forest and wildlife therein. This co-operation will include the sharing of appropriate information and maintaining effective communication, where this will inform and improve the delivery of services and enhance the learning. The parties also commit, so far as is reasonably possible, to communicating relevant information regarding progress to the wider set of stakeholders and interested parties including local community representative groups.

9. Confidentiality and Data Protection

- The Parties to the MoU agree to share information with each other and with evaluators.
- The Parties to the MoU may at times acquire information that has not yet been made public and/or is confidential. The Parties must not disclose confidential information for commercial advantage or to disadvantage or discredit other parties to the MoU or anyone else.
- Any personal data obtained or used by any of the Parties in the course of the project shall be processed in accordance with the Data Protection Act 1998. The only personal data held by any party will be data, which is relevant to the care needs of the individual.
- There is an expectation that personalised data, reflecting individuals' need, will be collected with **informed consent** from the outset. Informed consent will normally include a signed consent form.

10. Amendments and Dispute Resolution

- Once agreed, the MoU may only be amended by mutual agreement, signed by the authorised signatories of all parties to the MoU. Once approved, amendments should be attached as annexes to the original MoU.
- The MoU will be reviewed annually or earlier if required. Any changes will be mutually agreed and signed by the Parties.
- Any issues or disputes which cannot be immediately resolved to all parties' satisfaction should be solved amicably by a formal meeting with a mediator if a first meeting is unsuccessful. If a mediated meeting is unsuccessful then the key point would be put to independent arbitration which both parties would respect.
- The MoU is not intended to be legally binding, nor to give rise to any liability of any kind whatsoever. The Parties will therefore be individually liable for any costs arising from amendments to the MoU.

11. Termination

If either of the Parties wish to dissolve this MoU, a minimum of three months' notice must be given in writing to the other Party, with reasons for the termination.

This clause applies only to the provisions of the MoU and does not affect any commercial contracts for the supply of goods and services which may exist between the Parties.

12. Key Organisation Contacts

The key contacts for the MoU are as follows:

Llyn Parc Mawr Community Woodland Group

David Lea-Wilson – chair – 07778858077 David @halenmon.com

Clifford Basterfield Vice chair

Hilary Cooke

Tim Peters – Treasurer

Melissa Dhillon

Dan Oumey

Chris Rogers

Richard Boyce

Mark Gahan – support staff

Public Sector Organisation(s)

Kim Burnham –Operational Resource Manager

Burnham, Kim <Kim.Burnham@cyfoethnaturiolcymru.gov.uk>

07810-756225

Tim Jones

Tony Westley

Any other NRW key staff

13. Acceptance

We the undersigned, as authorised signatories of the Parties to the PSP, have read and accepted the terms of the Memorandum of Understanding between the identified Provider(s) and the Public Sector Partners and accept these.

Signatories of the Parties to the PSP		
Organisation	Contact Name and Role	Signature/Date
Llyn Parc Naws	David Lee - Woodland Chair	<i>[Signature]</i> 30/11/15
NRW	Kim Burnham	<i>[Signature]</i>
Llyn Parc Mawr	Chris Rogers	<i>[Signature]</i>
Myn-tasc Tawel	Hilary Cooke	<i>[Signature]</i>
Llyn Parc Naws - NRW	Deputy Chair	<i>[Signature]</i>

C BASTERRAD

AU Signed 30/11/15

14. Disclaimer

Employees of Natural Resources Wales are not to be considered employees, borrowed or otherwise, of Grwp Coedwig Cymunedol Llyn Parc Mawr Community Woodland Group and vice versa.

Annex 1

Newborough Forest Management Plan 2010 - 2015

Proposed Actions for the Community Involvement Feature

ACTIONS RELATING PRIMARILY TO PEOPLE

AP 6.5.1: Get involved with as many activity groups as possible to build their understanding of the acceptable ways the forest can be used without causing difficulties to other users. Options here might include zoning different activities.

