

THIS MEMORANDUM OF AGREEMENT is made the

day

of 2015

BETWEEN

- (1) Allerdale Borough Council, Allerdale House, Workington, Cumbria, CA14 3YJ
“**Host Authority**”).
- (2) Cumbria County Council, County Offices, Kendal, Cumbria, LA9 4RQ
- (3) Carlisle City Council, Civic Centre, Carlisle, Cumbria, CA3 8QG
 (“the Parties”)

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 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”)
- (C) This Agreement is intended to bind partners to give medium term security to an AONB funding programme over a 3 year period.

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 [Allerdale Borough Council, Cumbria County Council & Carlisle City Council]
“Non-Funding Partners”	means the organisations listed in Schedule 3
“the Term”	means the period of four years to include years 2015/16, 2016/17, 2017/18
“Eligible Costs”	means those costs listed in clause 8
“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
“Annual Business Plan”	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

“the Host Authority”

means Allerdale Borough Council who is responsible for the Partnership’s finances and employment of the Staff Unit employees

“the Parties”

means any Party to this Agreement individually and **“Parties”** refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;

“Staff Unit”

means the unit established by the Host Authority employing all and any staff engaged in the work of the Partnership.

“Officer Steering Group”

means the group made up of officer representatives of the Funding Partners which advises the AONB Manager

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.¹
- 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

This Agreement will run for the Term unless terminated earlier in accordance with the provisions of clause 11 or alternatively at the end of the Term the Agreement may be extended for a further Term with the written agreement of the Parties.

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

4. Partnership Roles, Responsibilities and Structure

4.1 The Partnership

4.1.1 The Partnership was formed on 20.05.2002

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

4.2 The Staff Unit

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

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

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:

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 in relation to the management of the AONB.

- 4.4.3 providing a recognised lead officer and contact 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 to society and our natural environment.

4.5 Non-Funding Partners

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

Though not party to this MoA the Parties understand that it is the intention of Defra to remain 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 will be established by the Host Authority. Details of the Staff Unit are more particularly described in part 1 of Schedule 2.

5.2. AONB Manager

- 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

- 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.
- 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 Supported by the Host Authority, the AONB Partnership and its Executive Group will provide advice with regards to the management of financial risks and responsibilities.
- 6.2 *Any redundancy payments legally due to any AONB Staff under Part XI of the Employment Rights Act 1996 or other relevant legislation on termination of employment will be met by the Parties, including from budgets already held by the host authority on behalf of the Partnership.*
- 6.3 In the case of redundancy, costs will be reasonably attributed following the advice of the Host Authority, Partnership and Executive Group, with any third party contributions being maximised wherever possible.
- 6.4 For the avoidance of doubt, where there is a withdrawal or a sufficiently large reduction in funding, or when a contract or funding source expires, resulting in redundancy becoming unavoidable and leading to the payment of redundancy costs, the costs will be eligible from this contribution and the Local Authorities' contributions and from any third party contributors to work in pursuit of the AONB Management Plan that has entailed the employment of staff.
- 6.5 Each party's liabilities in respect of redundancy costs shall be limited to an overall cap which will be no more than their total contribution monies paid 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 and an appropriate grant application submitted to Defra.

7.3 The Host Authority will be responsible for submitting the annual AONB financial contribution application to Defra in accordance with any guidance issued by Defra by 31st December in any year.

7.4 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:

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 3 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;
- (xiii) other project and activities necessary to deliver the core functions listed in part 2 of Schedule 2

9. Defra Funding

- 9.1** Though Defra is not party to this MoA it is understood by the Parties that Defra will continue to make a contribution to the Partnership and that the 2015-16 level has already been set at the same level as that in 2014-15. This contribution is made under section 98 of the Natural Environment and Rural Communities Act 2006.
- 9.2** This contribution is made with the expectation that the Funding Partners will continue to provide financial contributions which give medium term security, matching Defra's commitment to an AONB funding programme.
- 9.3** This contribution comes as a single sum to be allocated by the Partnership following Staff Unit recommendations towards Eligible Costs listed in clause 8.1, and project activity to achieve the outcomes set out in the Management Plan and the Annual Business Plan.

10 The Local Authority Funding Partners' Funding

- 10.1** The Local Authority Funding Partners will contribute to the Eligible Costs as set in the table below:

<u>Organisation</u>	<u>FY 2015/16</u>	<u>FY 2016/17</u>	<u>FY 2017/18</u>
The Host Authority	£29000*	£29000*	£29000*
Cumbria County Council	£11470	£11470	£11470
Carlisle City Council	£3352	£3352	£3352

10.2 The contribution will be paid to the Host Authority by the 1st May in each year.

11 Termination

11.1 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, 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.

11.2 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.

11.3 The Funding Partners 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.

11.4 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

15. 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.
- 15.3 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
- 15.4 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.

16. Variation and Waiver

- 16.1 Any variation of this Agreement shall be in writing and signed by or on behalf of each of the Parties.
- 16.2 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.

17. Contracts (Rights of Third Parties) Act 1999

- 17.1 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.

HOST AUTHORITY Allerdale Borough Council

Date

Position

Signedon behalf of

Cumbria County Council

Date

Position

Signedon behalf of

Carlisle City Council

Date

Position

Signed

SCHEDULE 1

PARTNERSHIP MEMBERSHIP, TERMS OF REFERENCE, STRUCTURE AND OPERATION

A) The AONB Partnership:

The partnership /JAC was formed on 20.05 2002 .

The Solway Coast AONB Partnership comprises the following:

Funding partnership

The partnership has four core funders; they are DEFRA, Allerdale Borough Council, Cumbria County Council and Carlisle city Council. DEFRA provides funds from central government with local authorities providing funds to deliver their statutory role to conserve and enhance the AONB.

Core Staff Unit

The staff unit comprises a full time AONB Manager, a part time (4/5) Assistant AONB Manager, a full time Volunteer Coordinator and a part time (4/5) Administrator.

Officer Steering Group (OSG)

The Officer Steering Group provides technical support to the staff unit and comprises senior officers from Natural England, Allerdale Borough Council, Cumbria County Council, Carlisle City Council, Environment Agency and the Solway Firth Partnership. Representatives from other organisations are invited to give advice and support related to their own specialisations as and when required.

Joint Advisory Committee (JAC)

The JAC comprises both Local Authority and Parish Council elected members and officer and voluntary support from a range of organisations, they are as follows:

Statutory Bodies (2)

Natural England

Environment Agency

Local Government Elected Members (5)

Cumbria County Council (2)

Allerdale Borough Council (2)

Carlisle City Council (1)

Parish Council Representation Groups(4)

West One Oughterside & Allerby

West Two Allonby

East One Bowness on Solway

East Two Burgh by Sands

Town Council Representation (2)

Silloth

Maryport

Community (4)

Port Carlisle Community Group
Ramblers Association
ACT (Action with Communities in Cumbria)
Bowness on Solway Community Group

Local Land Ownership and Management Issues (4)

Country Land and Business Association
Friends of the Lake District
Senhouse Roman Museum
Royal Society for the Protection of Birds

Tourism & Community Sector (2)

Cumbria Tourism
Solway Coast Community Volunteer Group

B) Other Structures

The Partnership initiated a further structure in 2007 to act in an advisory role in response to AONB's nationally being given the opportunity to deliver their own Sustainable Development Fund (SDF). The fund, from defra, is delivered at local level by the AONB Unit and is administered financially by the 'host authority'. Decisions are made, based on agreed criteria surrounding sustainable development, by the group. The group comprises representation from the following organisations:

Country Landowners and Business Association, Environment Agency, Carlisle City Council, Solway Coast AONB Volunteer Group, ACT and Friends of the Lake District.

C) AONB core staff unit

The purpose and objectives of the AONB partnership will be assisted by employment of a Staff Unit to act on its behalf. 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 Annex 2.

The Staff Unit will work for the whole partnership and have its own identity. Activities will be delivered under the identity of the AONB Partnership, rather than that of the host authority or individual partners.

A degree of independence for the Partnership will be necessary, as there will be occasions when the AONB Partnership needs to be consulted by, or make comments / provide advice on schemes or activities of its constituent local authorities

4. Employment of Staff

An AONB Manager will be employed at a senior level to be able to act as a respected advocate for, and champion of, the AONB. S/he will be given authority to work with key partners at a senior level, for example Chief Executives, Regional Directors, lead Planning Officers, key committees & Local Authority members. This Officer will not be shared with

other AONBs as a shared lead AONB Manager / AONB officer. S/he will not work outside the AONB, except in support of AONB objectives.

Natural England will be involved in the recruitment of the AONB Manager, including the job specification and terms and conditions, and will be represented on the interview panel.

Other staff will be employed on behalf of the partnership. By agreement, these staff may also work with, or across other AONB partnerships if this makes best use of skills, resources and economies of scale. Such staff will not normally work outside an AONB except in support of AONB objectives. Job descriptions for AONB staff will be agreed by the partnership.

Staff will be employed by Allerdale Borough Council, the “host authority”, who will be responsible for recruitment, employment services and accommodation.

Line management of the AONB manager for day to day purposes will be through the host authority. Other AONB staff will report to the AONB Manager. The staff team will work to a work programme agreed by the partnership/JAC. Progress will be monitored against the work programme.

SCHEDULE 2

PART 1 - STAFF UNIT STRUCTURE

CORE STAFF

Staff Unit

The staff unit comprises a full time AONB Manager, a part time (4/5) Assistant AONB Manager, a full time Volunteer Coordinator and a part time (4/5) Administrator.

NON-CORE STAFF

Should the AONB Partnership and the Host Authority agree that project staff (non-core) should be employed by the AONB Partnership through the Host Authority this should be accommodated.

PART 2 - STAFF UNIT CORE FUNCTIONS

1. MANAGEMENT PLAN

- 1.1 Developing reviewing, preparing and publishing the AONB vision and the Management Plan
- 1.2 Promoting the AONB vision and Management Plan to help distinguish the AONB from adjacent countryside
- 1.3 Advising upon, facilitating and co-ordinating implementation by others of the Management Plan
- 1.4 Accessing 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 Advising Local Authorities and other partners on their activities within AONBs, to encourage them to attain the highest possible standards in AONBs
- 2.2 Working with and contributing to the NAAONB 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 Contribution and support to activity between AONBs and protected landscapes to strengthen the 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.

- 3.2 To provide monitoring and reporting information to Defra in accordance with any guidance issued by Defra
-

**SCHEDULE 3
NON-FUNDING PARTNERS**

Parish Council Representation Groups(4)

West One Oughterside & Allerby
West Two Allonby
East One Bowness on Solway
East Two Burgh by Sands

Town Council Representation (2)

Silloth
Maryport

Community (4)

Port Carlisle Community Group
Ramblers Association
ACT (Action with Communities in Cumbria)
Bowness on Solway Community Group

Local Land Ownership and Management Issues (4)

Country Land and Business Association
Friends of the Lake District
Senhouse Roman Museum
Royal Society for the Protection of Birds

Tourism & Community Sector (2)

Cumbria Tourism
Solway Coast AONB Volunteer Group

ANNEX 1

TRI-PARTITE MEMORANDUM OF UNDERSTANDING BETWEEN DEFRA, NATURAL ENGLAND AND THE NATIONAL ASSOCIATION FOR AONBS

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:

- 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

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.

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

Measures of success:

- Transition to new sponsorship arrangements is implemented smoothly with minimal disruption to AONB Partnership functioning, including:
 - 3-4 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 leveraging in new sources of funding encouraged and supported. Examples of good practice shared.

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.

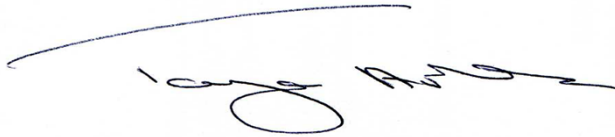
Defra is the principal funder of AONB Partnerships and Conservation Boards in England. Natural England is a key statutory adviser in AONB Partnerships and Conservation Boards in England. The National Association for AONBs is an independent organisation that represents the interests of all AONBs.

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