

THE DUDDON ESTUARY PARTNERSHIP

Memorandum of Understanding with Partner Bodies

Natural England and the Environment Agency

Adopted at the November 2012 DECC AGM

1. THE AIM OF THE MEMORANDUM

This Memorandum agrees a coordinated approach to promote the sustainable use of the Duddon Estuary. This means balancing the demands on its natural resources with the economic, cultural and social needs of the area and seeking to resolve conflicts of use, having regard to the needs of present and future generations through:

- 1.1. developing a partnership which involves as many people and interests as possible to develop a shared vision and objectives for the future of the estuary;
- 1.2. developing and promoting guidance on the management principles necessary to help achieve these;
- 1.3. helping people work more closely together;
- 1.4. encouraging statutory organisations and others to undertake their duties and responsibilities more effectively;
- 1.5. responding to draft legislation and other proposals which may concern the Duddon Estuary.

2. THE PURPOSE OF THE MEMORANDUM

- 2.1. This Memorandum establishes the responsibilities of the parties and the general principles for their cooperation.
- 2.2. Natural England and the Environment Agency together with the Duddon Estuary Consultative Committee (DECC) agree that this Memorandum is not intended to be a legally binding document.

3. ROLES, STRUCTURE AND ORGANISATION OF THE SIGNATORIES

3.1. The Duddon Estuary Consultative Committee (DECC)

The management of the Partnership will be led by a Consultative Committee (hence referred to as the 'Committee') made up of representatives of organisations having a significant and legitimate interest in the Duddon Estuary. This includes local authorities, statutory undertakers, regulatory authorities, statutory advisory bodies, voluntary bodies, sporting and recreational organisations, commercial organisations, land owners and managing interests, local employers, and other bodies which the Committee may co-opt from time to time.

The Committee will meet three times a year, varying between a Tuesday, Wednesday or Thursday. One meeting will be an Annual General Meeting when the Annual Report will be received. A chairman and vice-chairman are elected (from the individuals' eligible to stand) for two years and are eligible for re-election to the same post for a further two years, with a maximum continuous period of four years. A retiring vice-chairman will not serve in that capacity and a retiring chairman in either capacity for at least two years.

Procedure for the business of the Committee will generally reflect that applying in local authority committees. Ultimate discretion on the conduct of business will rest with the Chairman. The Committee will not normally vote on items of business, rather a consensus approach is commended. Where the Chairman judges voting necessary or appropriate it will be restricted to one vote per organisation.

A minimum attendance of eight member organisations is required for Committee decisions to be acted upon. Meetings that do not achieve this minimum attendance may however make recommendations to the next meeting of the Committee.

The Committee can

- propose the establishment of Action Groups;
- review and make proposals for alterations to the Partnership Strategy;
- annually prepare a Work Programme, Budget and Annual Report and Financial Statement.

3.1.1. Duddon Estuary Action Groups

Action Groups to deal with single issues or tasks may be established by the Committee. They will be temporary and on completion of the allotted task will be dissolved. Membership of Action Groups will be by invitation, aiming to include all key organisations relevant to the specific case, and will usually include at least one member of the Committee. An Action Group may co-opt additional members and invite outside representatives to attend in a consultative capacity.

The Committee may brief Action Groups to:

- prepare responses to consultation received by the Partnership;
- implement agreed actions;
- make recommendations directly to the Committee

In liaison with the Chairman, Action Groups may make direct responses to consultations or, exceptionally make urgent decisions on behalf of the Partnership. Action Groups are expected to report to the Committee on progress with the set task.

3.1.2. Secretary

- administers the work and meetings of the Committee by liaison with the Chairman;
- may, with the consent of the parent organisation, vote on behalf of that organisation if no other representatives are present;
- undertakes appropriate liaison or other work delegated by the Committee;
- will normally be the first point of contact for member organisations and others.
- In the event of a Secretary not being appointed, relevant duties will be carried out by the Chairman or a member of DECC on a temporary basis until such appointment is made.

3.1.3. Partnership Resources

Resourcing the Partnership will be undertaken by willing member organisations. Costs will be met from in-house resources and/or funds contributed by members for specified tasks. Where it is necessary to handle money centrally, this will be undertaken by a willing member organisation specified for that project, to whom other contributing members will make direct payments by agreement. Currently Partnership resources are held centrally by Cumbria County Council and collected and administered by the Secretary. These resources will cover such things as:

- Typing, office and admin support;
- Consultancy fees;
- Design and printing costs;
- Campaign costs;
- Other – as may be agreed.

3.1.4. External Resources

The DECC may seek resources from 'external' bodies, such as grant aid schemes, or European Funding, to contribute to either core or project needs. Sponsorship funding may be sought but only with the express consent of the Committee.

3.1.5. Liability and Indemnity

The Partnership is organised in such a way as not to incur any financial or legal liability on its own behalf.

Actions undertaken in fulfilment of the 'Annual Programme' will be the responsibility of the individual member organisation carrying out the task. They will be acting within the terms of reference of their employing authorities or bodies, and are therefore expected to be covered by such authority's or body's existing insurance.

Financial contributions made to 'lead' organiser in support of a given task will not imply any liability on the part of the contributor.

Staff or others working on core tasks or projects for the Partnership will remain the responsibility of their employing or appointing authority or organisation.

3.2. The Environment Agency (EA)

- 3.2.1. The principal aim of the EA is to protect and enhance the environment across England and Wales. It has a key role in the sustainable management of estuaries and coastal waters, including controlling pollution discharges from land-based sources, strategic overview of flood risk management and coastal erosion, management of migratory fisheries (to six nautical miles), protecting and enhancing biodiversity and acting as competent authority for the implementation of the Water Framework Directive.
- 3.2.2. Through adherence to the principles of this Memorandum the EA and the DECC will work closely together in areas of mutual interest such as marine planning, marine monitoring, fishery management and enforcement.

3.3. Natural England (NE)

- 3.3.1. Natural England is a non-departmental public body established under the Natural Environment and Rural Communities Act 2006 (NERC Act). It is charged with the responsibility to ensure that England's unique natural environment, including its flora and fauna, land and seascapes, geology and soils are protected and improved. Natural England's general purpose as outlined under section 2 of the NERC Act is to "ensure that the natural environment is conserved, enhanced and managed for the benefit of present and future generations, thereby contributing to sustainable development".
- 3.3.2. Section 311 of the Marine and Coastal Access Act 2009 (the "Marine Act") amended Section 1 of the NERC Act to clarify that, in relation to the geographical extent of Natural England's functions, those functions are exercisable "in relation to England including, where the context requires, the territorial sea adjacent to England".
- 3.3.3. As the Government's statutory nature conservation adviser in the inshore marine area around England out to 12 nautical miles, Natural England gives advice on the marine environment under its general purpose (sections 2 & 4 of the NERC Act), and on Marine Conservation Zones specifically under Part 5, Chapter 1 of the Marine Act. In respect of European Marine Sites, Natural England is the appropriate nature conservation body under the Conservation of Habitats and Species Regulations 2010.

4. PRINCIPLES OF WORKING TOGETHER

- 4.1. DECC, the Environment Agency and Natural England will work closely based on common principles:
- 4.2. DECC, the EA and the NE each recognise the independence and remit of the other party, but will always seek to collaborate and cooperate in the achievement of their shared and respective objectives in the marine and coastal environment.
- 4.3. The organisations will operate transparently in relation to each other while undertaking their responsibilities.
- 4.4. The organisations will involve and work with each other in areas of shared interest or concern, with other relevant delivery partners included where appropriate and agreed.
- 4.5. The parties will keep each other informed of any data, research, collected information or other work or development that might influence the decisions or activities of either party, to the fullest extent possible, taking account of their respective obligations under relevant legislation.
- 4.6. Through the observation of this Memorandum, the DECC, EA and NE will seek to ensure their respective responsibilities are discharged consistently in keeping with the principles as outlined.

5. METHODS OF JOINT WORKING

- 5.1. The DECC, EA and NE will explore further opportunities to expand shared working and reduce duplication of effort. This aspect will be enhanced by exchanging information, collaborating on enforcement (through cross-warranting, where appropriate), joint training, research, monitoring, data and evidence gathering at national and local levels, sharing environmental issues and intelligence and pooling expertise and resources.
- 5.2. The relationship will thrive on a policy of transparency and "no surprises" based on pre-notification of significant public or policy announcements where there are implications for the other party.

5.3. The DECC, the EA and NE will aim to ensure consistent and coordinated messages when working with Government, delivery partners and the public.

5.4. The DECC, the EA and NE will support each other in their respective roles in the administrative function for, and active membership of DECC sub-committees.

6. DATA MANAGEMENT

6.1. Each party will, subject to a separate information sharing agreement, provide information in its possession that may be reasonably requested by the other, subject to necessary confidentiality constraints, safeguards and statutory rules. The parties will, in line with Freedom of Information Act 2000 "provisions on information provided in confidence" and the Environmental Information Regulations 2004, contact the originating party with regard to any requests for information it holds, but did not collect, and which it is aware is confidential in nature. Each party will consult the other party about any significant disclosure of received information it proposes to make to a third party.

6.2. External publication of any information generated in the use of exchanged data will require the other party's approval, which will not be unreasonably withheld. All Intellectual Property Rights belong to their owners and no rights are transferred or assigned as a result of this Memorandum.

6.3. Data exchanged under this Memorandum cannot be used for commercial purposes without the prior agreement of the party supplying the data. When it is agreed that exchanged data could be used for commercial purposes, financial and copyright terms will be negotiated and agreed outside the terms of this Memorandum.

7. REVIEW AND APPRAISAL OF THE MEMORANDUM

This Memorandum is jointly owned by the DECC. The EA and NE and will be reviewed annually, by the DECC AGM, and whenever substantial changes occur to the policies, external relationships and structures of the parties concerned.

8. PRIMARY CONTACTS

The DECC, the EA and NE will each nominate a lead contact. These primary contacts will be responsible for maintaining a fluent, transparent relationship between the DECC, the EA and NE resolving difficulties and monitoring the smooth operation of the Memorandum.

9. SIGNATORIES

The following parties agree to the terms set out in this Memorandum.

9.1. The DECC Chairman: Date:

9.2. The Environment Agency Representative: Date:

9.3. The Natural England Representative: Date: