

Exe Estuary Management Partnership

Memorandum of Agreement 2018

THIS AGREEMENT is made the day of 1 April 2018

BETWEEN

- (1) **BISHOPS CLYST PARISH COUNCIL** of 30 Westward Drive, Exmouth, EX8 1JD (“BCPC”)
- (2) **BRITISH CANOEING** of National Watersports Centre, Adbolton Lane, Holme Pierrepont, Nottingham, NG12 2LU (“BC”)
- (3) **CHARLES PEREGRINE COURTENAY, EARL OF DEVON** of Powderham Castle, Powderham Estate, Exeter, EX6 8JQ (“Powderham Estate”)
- (4) **CLYST ST GEORGE PARISH COUNCIL** of Mount Grindle, Clyst St Mary, Exeter EX5 1AS (“CSGPC”)
- (5) **DAWLISH TOWN COUNCIL** of Council Offices, The Manor House, Old Town Street, Dawlish, EX7 9AP (“DTC”)
- (6) **DEVON AND SEVERN INSHORE FISHERIES AND CONSERVATION AUTHORITY** of Brixham Laboratory, Freshwater Quarry, Brixham, TQ5 8BA (“D&SIFCA”)
- (7) **DEVON COUNTY COUNCIL** of County Hall, Topsham Road, Exeter, Devon, EX2 4QD (“DCC”)
- (8) **EAST DEVON DISTRICT COUNCIL** of Council Offices, The Knowle, Sidmouth, Devon, EX10 8HL (“EDDC”)
- (9) **ENVIRONMENT AGENCY** of Manley House, Kestrel Way, Exeter, EX2 7LQ (“the Agency”)
- (10) **EXETER CITY COUNCIL** of River and Canal Office, Civic Centre, Paris Street, Exeter, Devon, EX1 1JN (“ECC”)
- (11) **EXMOUTH TOWN COUNCIL** of St Andrews Road, Exmouth, Devon, EX8 1AW (“ETC”)
- (12) **LYMPSTONE FISHERY AND HARBOUR ASSOCIATION** of PO Box 5, Lympstone Post Office, The Strand, Lympstone, Exmouth, Devon, EX8 5JL (“LFHA”)
- (13) **NATURAL ENGLAND** of Level 9, Renslade House, Bonhay Road, Exeter, Devon, EX4 3AW (“NE”)
- (14) **ROYAL SOCIETY FOR THE PROTECTION OF BIRDS** of Keble House, Southernhay Gardens, Southernhay, Exeter, Devon, EX1 1NT (“RSPB”)
- (15) **ROYAL YACHTING ASSOCIATION** of RYA House, Ensign Way, Hamble, Hants, SO31 4YA (“RYA”)

- (16) **STARCROSS PARISH COUNCIL** of 16, Westwood Cleave, Ogwell, Newton Abbot, TQ12 6YE (“SPC”)
- (17) **TEIGNBRIDGE DISTRICT COUNCIL** of Forde House, Brunel Road, Newton Abbot, Devon, TQ12 4XX (“TDC”)
- (18) **WOODBURY PARISH COUNCIL** of Greenacre, Couches Lane, Woodbury, Devon, EX5 1HL (“WPC”)

(“the Parties”)

Future Parties to this Agreement may be added below, subject to agreement of the Partnership Committee.

WHEREAS

- (A) The Parties each have an interest in the long-term prosperity, health, diversity, sustainable use and management of the Exe Estuary and have agreed to co-operate in implementing an annual Delivery Plan and to work together in partnership.
- (B) The key to the success of the Agreement will be the communication skills and attitude of the organisations and individuals concerned. In signing up to this Agreement the Parties agree to participate in a spirit of co-operation, openness and understanding. Decisions will be taken for the good of the Parties as a whole.
- (C) The Parties have accordingly agreed to make a financial contribution, including in some cases in kind contributions or by separate agreement to the implementation of the Delivery Plan.

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 otherwise requires:

“the Delivery Plan”	means the annual delivery plan approved by the Partnership Committee;
“Commencement Date”	means 1 April 2018;
“Contribution”	means the sum to be contributed by each of the Parties (not including in kind contributions for the purpose of the Partnership);
“the Officer”	means the employee appointed by DCC to act as the co-ordinator for the Partnership;
“Costs”	means all or any costs or expenses expended by DCC in connection with the agreed business of the Partnership including any and all staffing costs and expenses;
“Employing Party”	means a Party who it is agreed by the Partnership Committee will appoint an employee to work specifically for and on behalf of the Partnership;
“the Extended Term”	has the meaning set out in clause 2.2
“the Partnership”	means the Exe Estuary Management Partnership;
“the Initial Term”	means the period of one year from 1 April 2018 to 31 March 2019;
“Intellectual Property Rights”	means all intellectual property rights including but not limited to trademarks, service marks,

patents, know-how, copyright, and database rights together with any applications to register any of the same anywhere in the world;

“Executive” means the Executive i.e. the officers group of the Partnership.

“Property” means all equipment provided by the Parties for use in connection with the Partnership;

“Partnership Committee” means the committee comprised of the signatories to this Agreement.

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, schedules and appendices are, unless otherwise stated, references to clauses in and Schedules and Appendices 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 Schedule and Appendix 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 Schedule and Appendix the provisions of this Agreement shall prevail and for the purposes of this clause 1.4 only the term “Agreement” shall not include the Schedule and Appendix.

2. General

2.1 This Agreement provides the framework for the functioning of the Partnership, and deals, inter alia, with:

2.1.1 The establishment of the Partnership;

2.1.2 The employment of the Officer;

2.1.3 Publishing, reviewing, monitoring and maintaining such documents, web sites, plans and strategies as seen fit to further the objectives of the Partnership;

2.1.4 Agreeing and implementing the Delivery Plan;

- 2.1.5 Organising and attending appropriate meetings that will include the Partnership Committee, the Executive and any other meetings or events such as the Stakeholder Forum that the Parties see fit, to deliver the objectives of the Partnership;
- 2.1.6 Contributing to the Costs incurred in doing some or all of the aforementioned matters.
- 2.2 This Agreement shall commence on the Commencement Date and shall continue for the Initial Term. Thereafter, the term of this Agreement shall automatically extend for 12 months (the “**Extended Term**”) at the end of the Initial Term and at the end of each Extended Term, unless otherwise terminated in accordance with the provisions of clause 8 of this Agreement.

3 Organisational Structure

- 3.1 The constitution for the Partnership and the Terms of Reference for the Partnership Committee, the Executive and the Stakeholder Forum are set out in Schedule 1 to this Agreement. The Parties will establish and operate through the following organisational structure:
 - 3.1.1 the Partnership Committee, the Terms of Reference of which are set out in Schedule 1;
 - 3.1.2 the Executive, the Terms of Reference of which are set out in Schedule 1;
 - 3.1.3 the Stakeholder Forum, the Terms of Reference of which are set out in Schedule 1;

4 Financial Arrangements

- 4.1 Eligible costs shall include:
 - 4.1.1 staff salaries, employers’ national insurance, superannuation contributions and payments in respect of absence through sickness in accordance with DCC conditions of service;
 - 4.1.2 accommodation (office rents and rates), IT, office equipment, insurance, health and safety;
 - 4.1.3 office support services to include but not limited to financial and legal support, IT support and property services;
 - 4.1.4 pay awards and inflationary increases;
 - 4.1.5 maternity pay;
 - 4.1.6 training;
 - 4.1.7 travel and subsistence expenses;
 - 4.1.8 any redundancy payment, contractually or legally due to a post holder employed by DCC exclusively for the purposes of the Partnership and where the post holder’s entitlement to the said payment arises in circumstances envisaged in clause 4.5;

- 4.1.9 a partnership budget to be used for external costs, for example, for specialist advice, research, public relations, publications, events;
 - 4.1.10 costs of establishing and running the Partnership;
 - 4.1.11 costs associated with the production of the Management Plan;
 - 4.1.12 advertising for vacant posts and travel and subsistence costs incurred by interview candidates and other recruitment costs;
 - 4.1.13 other project and activities necessary to deliver the core functions listed in Schedule 1.
- 4.2 The Costs of the agreed objectives of the Partnership shall be met in the first instance by DCC who shall act as financial manager of the monies to be contributed by the Parties as detailed under clause 4.9 below. DCC shall employ the Officer and, subject always to clause 9.8, any other employees that the Executive agree are required to deliver the objectives of the Partnership. All materials and services agreed to be provided as part of the Partnership's work programme shall be purchased in the first instance by DCC in accordance with their policies, regulations and procedures unless it is agreed that these shall be purchased by another Party or any other body in which case that Party's or other body's policies, regulations and procedures shall apply. The purchaser of any materials shall not be obliged to insure these on behalf of the other Parties.
- 4.3 The costs will be met from the contributions of the Parties as described in Appendix 1. No Party shall be liable to costs in excess of its contribution unless agreed.
- 4.4 DCC will be responsible for the exercise of proper financial control and for collecting the contributions from the Parties annually in advance and where appropriate for collecting any monies due from external funding sources. The Parties shall pay their agreed contributions to DCC within such reasonable timescale as DCC shall prescribe. For the purposes of VAT, DCC as host authority will act as both accountable body and single lead body for the Partnership.
- 4.5 DCC on behalf of the Funding Partners shall establish a contingency fund by apportioning part of the jointly accrued funds and such contingency fund shall be kept under regular review. The contingency fund shall, if required, be used to meet:
- a) the costs associated with redundancy of any staff employed by an Employing Authority on behalf of the Partnership;
 - b) any discrepancies between the costs associated with maternity pay and that which an Employing Authority is able to reclaim and
 - c) any unexpected costs, expenses and liabilities of the Partnership or those arising from the employment of staff as the Executive may from time to time agree.

The amount held in the contingency fund shall be agreed by the Executive on an annual basis or more frequently if required. The contingency fund shall be accrued by apportionment of agreed sums from the contributions of the Parties or by such additional agreed contributions as may be agreed in writing between the Parties or required in the event of the contingency fund not being

sufficient to cover the costs, expenses and liabilities. The contingency fund shall be kept under regular review by the Executive and may at any time by agreement of the Executive be used in whole or in part for purposes other than for which the contingency fund was established at which point each partner will agree to indemnify Devon County Council in respect of its proportion of the agreed liabilities as specified under this clause at a), b) and c) above.

- 4.6 A draft budget will be prepared by DCC for the Executive's consideration prior to final approval by the Partnership Committee alongside the Delivery Plan.
- 4.7 A recommendation on the annual budget and Delivery Plan will be made to the Parties by the 30th November each year. The budget will be agreed by the Partnership Committee in March each year, to ensure alignment with the agreed Delivery Plan outlining the proposed activity to be undertaken in a detailed work programme based upon an estimate of actual Costs.
- 4.8 A statement of income and expenditure in comparison with the Partnership's annual budget shall be reviewed by the Executive at each meeting and any significant concerns will be addressed by the Executive as soon as is practical within the financial year.
- 4.9 By no later than 28th February each year, each of the Funding Partners shall provide DCC, in writing, with:
 - 4.9.1 accurate indication of its intended financial contribution to the Partnership for the Initial Term (acknowledging that this will be relied on by DCC); and
 - 4.9.2 indication of its intended financial contribution to the Partnership for the Extended Term (i.e. the financial year after the next financial year).
- 4.10 On or by 31st March each year, DCC will circulate to the other Parties a revised Appendix 1 (Confirmed Funding) reflecting the funding commitments of each Funding Partner for the next financial year, as provided to DCC pursuant to clause 4.9.1 (the Replacement Appendix 1) unless the other Parties have stated otherwise by giving not less than 6 months' written notice to the Chair of the Partnership Committee and Devon County Council, expiring on the 31st March (as set out in clause 8.1). The Parties agree that the Replacement Appendix 1, with effect from 1 April of the next Extended Term, shall be deemed to be incorporated into this Agreement and shall replace Appendix 1 (and/or any previous Replacement Appendix 1).
- 4.11 The contributions by the Parties to the Costs for Core Functions will in the first instance be cash contributions as set out in Appendix 1 or any Replacement Appendix or by separate agreement. If a new Party becomes a member of the Partnership, their contribution will be shown in a Replacement Appendix 1. In general Parties will be expected to maintain their contributions at the levels set out in Appendix 1 throughout the period of this Agreement, adding annually a figure, to be proposed by Devon County Council and agreed in writing by the Parties, for inflation.

The details of the Costs and funding will be set out in the annual Delivery Plan.

- 4.12 The annual Delivery Plan will determine the activity of the Partnership and any variation to this as agreed by the Partnership Committee. From time to time, in addition to contributions made by Parties and if agreed by Parties,

any Party, member of the Partnership or any other body may contribute additional funding for projects.

- 4.13 The Partnership may, by agreement, apply for additional funding from other sources to augment its programme of activity. Applications for grant in aid, if not made by DCC, may be made on behalf of the Partnership by any of the other Partners or such other body as the Executive shall agree. Applications for grant aid must be approved by DCC as the financial manager of the Partnership's budget, such approval not to be unreasonably withheld.
- 4.14 Each of the Parties shall ensure that it has in place insurances relevant to its participation and involvement in the Partnership, including in particular employer's liability and public liability insurance.
- 4.15 The Parties shall keep and maintain all appropriate and relevant records (including financial records) and documents in connection with their participation in the Partnership and each Party shall upon request make available the aforementioned records for inspection by another Party. All records shall be kept for a minimum of four years.
- 4.16 Any Party's contribution remaining unspent at the end of the financial year will be carried forward to form part of the following year's budget.

5 Intellectual Property and other Property

- 5.1 The Parties acknowledge that, unless expressly agreed otherwise between the Parties, it is intended that all and any Intellectual Property Rights arising in respect of any goods or materials generated for the purpose of the Partnership shall be owned jointly by the Parties. Each of the Parties shall do all things and enter into all documents reasonably necessary to facilitate this (including, without limitation, entering into any assignment or licence agreement in respect of such Intellectual Property Rights between the relevant Parties).
- 5.2 The Parties shall not use any Intellectual Property Rights arising in respect of any goods or materials generated by the Partnership for commercial gain.
- 5.3 The individual Parties will continue to own any intellectual property rights in all things made available to the other Parties for the purposes of the Partnership but hereby grant the other Parties non-exclusive licence to use such intellectual property for the sole purpose of the Partnership.
- 5.4 Each of the Parties hereby warrants that it has no knowledge of any infringement of intellectual property rights where such infringement relates directly to material supplied by that Party to the other Parties in relation to this Agreement and hereby indemnifies each of the other Parties in respect of such infringement occurring before or during the subsistence of this Agreement.
- 5.5 The Parties acknowledge that there is a presumption that all data and information collected on behalf of the Partnership should be placed in the public domain, unless so doing would compromise commercial confidentiality and/or security, or contravene the provisions of the Data Protection Act 1998.
- 5.6 All Property used in connection with the Partnership shall be used only for the agreed purposes of the Partnership, and for no other purpose whatsoever.

- 5.7 DCC shall maintain an inventory of Property used for the purposes of the Partnership and record whether the Property is owned by a Party or the Partnership. Any Property belonging to a Partner shall be returned to that Party if the Party ceases to participate in the Partnership or the Partnership ceases to operate whether through effluxion of time or otherwise.

6 Press Releases & Publicity

- 6.1 Any Press Release issued on behalf of the Partnership shall reflect the objectives, agreed actions and policy of the Partnership Committee and shall be approved in advance by the Chair of the Partnership on behalf of the Committee, or by another person that the Chair nominates, for all issues that may in the opinion of the Officer be significant or controversial. The Chair will fully consult with all Parties in advance of any press release so as to make a fair and balanced representation of their views and will not issue a Press Release without the consent of any member which, in its reasonable opinion, believes that the Press Release would adversely affect its reputation or goodwill.
- 6.2 All publications, web sites, information and any other material produced on behalf of the Partnership shall acknowledge the Parties as the Exe Estuary Management Partnership and, where the Chair of the Partnership considers it to be appropriate the individual Parties.
- 6.3 Parties, through their participation in the Partnership, do not endorse the use of any particular product or business activity.

7 Jurisdiction

- 7.1. The Law of England and Wales shall govern this Agreement.

8. Termination

- 8.1 Any of the Parties may, by giving not less than 6 months' written notice to the Chair of the Partnership Committee and Devon County Council, expiring on the 31st March, reduce its level of contribution to or terminate its participation in the Partnership. The remaining Parties will carry out a review of the viability of the continuation of the Partnership. Prior to any such notice taking effect, the Party giving notice shall continue to be responsible for its share of the expenditure incurred by the Parties pro rata to the extent of that Party's percentage contribution for the relevant financial year.
- 8.2 Following agreement by the Partnership Committee, the business of the Partnership may be wound-up.
- 8.3 In the event of termination of the Agreement and so the dissolution of the Partnership, the Parties will be liable to meet all the net Costs or receive a financial refund (including income accrued after disposal of any Property belonging to Devon County Council purchased on behalf of the Partnership) in the same proportion as their percentage financial contribution to the Costs of the Partnership for the relevant financial year, but limited to a maximum of the value of the contributions made by each Party less any previously expended sums unless otherwise agreed.

- 8.4 In the event of the proposal of new arrangements for the management of the Partnership being made or required by legislation, the Parties shall continue, amend or terminate the Agreement in such manner as they deem appropriate.

9. Miscellaneous Provisions

- 9.1. All equipment materials and supplies acquired by any of the Parties for the purposes of the Partnership shall remain the property of the purchaser who shall be responsible for the maintenance and (at the discretion of the purchaser) the insurance of it. DCC will not undertake the responsibility for maintenance or the insurance of such items or equipment.
- 9.2. Each of the Parties will keep confidential any information acquired by it pursuant to its participation in the Partnership and which is not already in the public domain, but nothing in this Agreement shall prejudice or affect the discharge by any of the Parties of their respective obligations under the Freedom of Information Act 2000 (“the Act”).
- 9.3. Each Party shall comply promptly and fully with all reasonable requests made to it by any of the Parties to enable the Party making the request to comply with its obligations under the Act.
- 9.4. Each Party shall use its reasonable endeavours to secure those permissions, licences, consents and approvals (if any) as it may need for its participation in the Partnership.
- 9.5. Nothing in this agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 9.6. Each of the Parties undertakes with the others that it has full power and authority to enter into this Agreement.
- 9.7. Recruitment of any staff to serve the Partnership shall be undertaken by and according to the policies and procedures of DCC. An appointment panel will be agreed by the Executive which must always consist of a representative(s) of DCC, who will act as chair of the panel. DCC will not unreasonably refuse to appoint an Officer as recommended by the appointments panel but will have the final say.
- 9.8. The Employing Party will instruct and supervise staff employed so as to deliver the agreed business of the Partnership on behalf of the Partnership Committee and Executive.
- 9.9. Nothing in this Agreement shall prejudice or affect the Parties in the exercise of their functions, duties, powers, rights, jurisdiction or any enactment, bylaw or regulation whatsoever.
- 9.10. Nothing in this Agreement shall operate as a statutory consent or licence from any of the Parties that may be required for the purposes of this Agreement.

- 9.11. The Parties shall be released from their respective obligations pursuant to this Agreement in the event that a national emergency, war, or any other situation beyond the reasonable control of the Partnership Committee renders the continued performance of this Agreement impossible.
- 9.12. No Party being a registered charity shall participate in nor contribute to any activity, action, publication or expense which is contrary to the charitable objectives of such Party. In the event of the Partnership seeking to oblige such Party to participate in or contribute to any such activity, action, publication or expense (whether directly or indirectly) which is contrary to such Party's charitable objectives then such Party shall be entitled to give written notice to the other Parties raising objection to such matters. Unless they can be resolved to the objecting Party's reasonable satisfaction (given the requirements and strictures of the Charity Commission whose decision in the event of a dispute arising on such matters (but not otherwise) shall be final) then such Party shall be entitled to terminate its participation in the Partnership on the expiry of 7 days' notice in writing to the Chair of the Partnership Committee and Devon County Council. A Party whose participation is terminated under this clause shall not be liable to contribute towards any expenditure or other liability incurred after giving notice of objection to the other Parties which would put it in breach of its charitable objectives but it would be liable in all other respects as if it had terminated its participation under clause 8 of this Agreement.
- 9.13. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

10 Spirit of Co-operation and Partnership and Arbitration

- 10.1 If differences of opinion develop with regard to the overall direction and scope of the Partnership, early resolution will be sought. In order to maximise the potential for this, the Parties will ensure that:
- 10.1.1 All communications are constructive, comprehensive, timely and open;
- 10.1.2 Issues are raised as soon as they arise;
- 10.1.3 All Parties to discussions aim to reach agreement for the good of the Partnership, rather than individual gain; and
- 10.1.4 The aim of fulfilling the Partnership's objectives, actions and policy remains of paramount importance.
- 10.2 In the event of any dispute or difference arising between the Parties as to the construction or application of this Agreement or as to any issue arising there under, the Parties shall take all reasonable steps that shall lie within their respective powers to resolve such dispute or difference whether by negotiation, mediation or other appropriate form of dispute resolution procedure and the Parties shall only have recourse to any legal or arbitration proceedings in the event of the failure of such bona fide endeavours to resolve the dispute or difference in question by alternative methods of dispute resolution unless a Party has good cause to have recourse to legal or arbitration proceedings to avoid damage to its business or to protect or preserve any right(s) of action it may have.

Signatures

Signed

Name

For and on behalf of Bishops Clyst Parish Council

Date:

Position in organisation:

Signed

Name

For and on behalf of British Canoeing

Date:

Position in organisation:

Signed

Name

For and on behalf of Charles Peregrine Courtenay, Earl of Devon,
"Powderham Estate"

Date:

Position in organisation:

Signed

Name

For and on behalf of Clyst St George Parish Council

Date:

Position in organisation:

Signed

Name

For and on behalf of Dawlish Town Council

Date:

Position in organisation:

Signed

Name

For and on behalf of Devon and Severn Inshore Fisheries and Conservation Authority

Date:

Position in organisation:

Signed

Name

For and on behalf of Devon County Council

Date:

Position in organisation:

Signed

Name

For and on behalf of East Devon District Council

Date:

Position in organisation:

Signed

Name

For and on behalf of Environment Agency

Date:

Position in organisation:

Signed

Name

For and on behalf of Exeter City Council

Date:

Position in organisation:

Signed

Name

For and on behalf of Exmouth Town Council

Date:

Position in organisation:

Signed

Name

For and on behalf of Lympstone Fishery and Harbour Association

Date:

Position in organisation:

Signed

Name

For and on behalf of Natural England

Date:

Position in organisation:

Signed

Name

For and on behalf of Royal Society for the Protection of Birds

Date:

Position in organisation:

Signed

Name

For and on behalf of Royal Yachting Association

Date:

Position in organisation:

Signed

Name

For and on behalf of Starcross Parish Council

Date:

Position in organisation:

Signed

Name

For and on behalf of Teignbridge District Council

Date:

Position in organisation:

Signed

Name

For and on behalf of Woodbury Parish Council

Date:

Position in organisation:

Signed

Name

For and on behalf of

Date:

Position in organisation:

Signed

Name

For and on behalf of

Date:

Position in organisation:

Signed

Name

For and on behalf of

Date:

Position in organisation:

Signed

Name

For and on behalf of

Date:

Position in organisation:

Schedule 1

CONSTITUTION AND TERMS OF REFERENCE OF THE EXE ESTUARY MANAGEMENT PARTNERSHIP

The purpose of this document is to identify the governance arrangements for the Exe Estuary Management Partnership. It includes the membership, organisational and administrative structures, and Terms of Reference for each Group, as agreed by the Partners to the Agreement. As such it forms part of the Agreement.

1. Purpose and Role of the Partnership

1.1 Objectives

- i) To promote the sustainable use of the Exe Estuary, balancing the demands made on its natural resources and resolving conflicts of interest where they arise, and;
- ii) To provide a framework for the co-ordinated management of the Estuary and to improve communications between users and organisations with authority over the Exe.

1.2 Geographical Limit

The activity of the Partnership is to include the Exe Estuary to its tidal limit and to the mouth of the river at Exmouth as defined by a line drawn from Langstone Rock to Orcombe Rocks and the immediate hinterland of the Estuary up to the 5m contour, as shown in map below. The activity of the Partnership will have regard for the wider hinterland and terrestrial area that has an influence upon the environment of the Estuary and its communities.



1.3 Key Roles of the Partnership

The key roles of the Partnership are to:

- i) Provide a strategic lead in the protection, conservation and enhancement of the Exe Estuary.
- ii) Promote the sustainable development of the Exe Estuary.
- iii) Promote the sustainable use of the Exe Estuary for recreation.
- iv) Provide a “Scheme of Management” to satisfy the needs of the Habitats Regulations.
- v) Involve the whole Estuary community in planning action and resolving issues.
- vi) Plan, agree, document, publish, enact and report on progress on achieving the objectives and actions of the Partners and on adhering to policy.

1.4 Membership

For the purposes of this Agreement, the formal membership of the Partnership comprises those organisations listed in Appendix 1 and includes all organisations that:

- i) Agree to adhere to the stated objectives, plans and strategies and any other relevant agreements of the Partnership; and
- ii) Make a significant contribution to the achievement of the objectives and actions as stated in plans and strategies and will be bound by the Memorandum of Agreement; and / or
- iii) Make a financial contribution, in liaison with other Partners, to the agreed costs.

Additionally, the Forum (see 2.3) provides an opportunity for other organisations, stakeholders and local communities to become involved in the work of the Partnership on an informal basis. The Forum Chair and / or Vice-Chair will be invited to all meetings of the Partnership.

1.5 Governance

The lead body for the Partnership is the Partnership Committee which provides the strategic leadership for the Partnership and has responsibility for securing resources and for achieving delivery and setting priorities through the Management Plan. This Committee is supported by the Executive whose role is to provide the day to day operational lead for financial and staffing matters, advise the Partnership Committee on strategic issues and to give technical advice and support to the Exe Estuary Officer in delivering the Management Plan. The local community and other stakeholders are engaged in the work of the Partnership through the Exe Estuary Stakeholder Forum. Devon County Council is the host authority to the Partnership and employs the Exe Estuary Officer and is responsible for the day to day financial management of the Partnership as advised by the Executive.

The Chair of the Partnership Committee also assumes the role of Chair of the Partnership.

The Terms of Reference for each of these Groups is set out in Section 2 below.

2. Terms of Reference for Constituent Groups

2.1 Partnership Committee

a) Role, Duties and Principal Functions

The Partnership Committee is the lead decision-making body for the Partnership and in detail, its roles are:

Leadership, Resources and Governance

- i) To provide a strategic lead for the Partnership in setting priorities and achieving delivery of the Management Plan.
- ii) To secure resources required for the business of the Partnership but not for the day to day management of finances and budgets.
- iii) To ensure that sufficient effort and resources are provided to permit the Estuary community to participate in the business of the Partnership, including the use of community liaison groups i.e. the Exe Estuary Stakeholder Forum.
- iv) To maintain a management structure that is effective and relevant to the Estuary and amend this when required.
- v) To advise relevant bodies about their role in the management of the Estuary and in particular promote the statutory duty of all public bodies.
- vi) The Partnership Committee may execute its business through an Officer employed by Devon County Council to act on its behalf or by any other means that it agrees. The Officer will seek representation on relevant groups, on behalf of the Partnership.

Management Plan and Annual Delivery Plans

- i) To agree a revised and updated Management Plan every five years and annual Delivery Plans.
- ii) To direct the implementation of the Exe Estuary Management Plan and any other relevant plans or strategies on behalf of the Partnership.
- iii) To approve an annual Delivery Plan and budget in March for the forthcoming financial year.
- iv) To approve an Annual Review of the previous financial year in September.

b) Meeting Arrangements

Frequency and Location

- i) The Partnership Committee shall meet twice a year, except in extraordinary circumstances, normally in March and September.
- ii) Dates for these meetings should be agreed one year ahead of each meeting and should be fixed with reference to the diaries of the local authorities to avoid clashes with other meetings.
- iii) Additional meetings may be convened if required and at the discretion of the Chair.
- iv) The Partnership Committee will normally be held at County Hall, Exeter or at a convenient alternative venue.

Membership and Invitees

- i) Membership will be representatives of those Funding Partners and statutory organisations listed in Appendix 1 and the Chair and Vice Chair of the Exe Estuary Stakeholder Forum. These are the voting members of the Committee.
- ii) The Committee will also be advised by the South East Devon Habitat Regulations Partnership Delivery Manager and, by invitation, a further representative of the Stakeholder Forum. In addition, invitations may be issued on an ad hoc basis to representatives of other organisations or

specialist advisors at the discretion of the Chair. All advisors are non-voting members of the Committee.

- iii) It will be for each Partner to appoint a representative to the Partnership Committee. Nominated substitutes may deputise but only in circumstances which prevent attendance of the usual nominated representative.
- iv) A list of members of the Partnership Committee and nominated substitutes will be prepared and updated by the Officer.
- v) Those organisations represented at the Partnership Committee may change their nominated representative or deputy by giving two weeks' notice to the Chair of the Partnership Committee and the Officer.
- vi) Local Authorities may choose to represent themselves by Member attendance or by a delegated officer, or both may attend with the officer in an advisory capacity to the Member who will have the vote.
- vii) Members of the Partnership Committee will be expected to act in the best interests of the Exe Estuary Management Partnership as a whole and not the exclusive interests of any one particular group. By a majority decision of the remaining voting members, the Committee has a right to remove any member who it is considered has acted inappropriately.
- viii) Representatives from other organisations or members of the public, who are not members of the Partnership Committee, may request of the Chair the opportunity to attend a specific meeting for a specific purpose. They are not entitled to vote but may speak to the meeting at the discretion of the Chair.

Chairing Arrangements

- i) Devon County Council, as host authority, will assume the role of Chair of the Partnership as a whole and of the Partnership Committee. The Vice Chair shall be elected by a process of nomination supported by at least one member of the Committee and will normally be one of the District Council Funding Partners.
- ii) The Vice Chair shall normally serve for two years at which time he/she shall stand down but shall have the option to be re-nominated to stand again. He /she will be restricted to serving one further continuous term (i.e. a total of four years).

Officer Support

- i) Meetings will be organised and supported by the Exe Estuary Officer.

Decision Making

- i) The meeting will only be considered quorate when either the Chair or Vice Chair and at least one third of the voting Partnership Committee are present.
- ii) Decisions requiring a vote will be by simple majority. In the event of a tie the Chair shall have an additional and casting vote.
- iii) Only those organisations that are party to this agreement shall have voting powers unless otherwise agreed by those Parties.
- iv) Those members of the Committee who have a personal interest in the matter for decision must declare it and withdraw from the discussion and may not vote.
- v) In order for a vote to be taken it must be proposed and seconded by a Partner to this agreement.

Agendas and Minutes

- i) Notice of the Partnership Committee meetings will be sent to members at least one month in advance of a meeting at which time members are invited to submit items for inclusion on the agenda.
- ii) The agenda and papers will be sent to members at least one week in advance of the meeting.

- iii) Draft minutes will be sent to members within two weeks following a meeting for ratification at the next ordinary meeting.

Communications

- i) In respect of press and publicity, only the Chair and Vice Chair of the Partnership Committee, the Estuary Officer, or any persons with specific authorisation from the Chair, may speak on behalf of the Committee.

2.2 Executive

a) Purpose and Role

The Executive has the lead role for day to day operations for the Partnership, including budget preparation and monitoring and staffing issues and is also responsible for drafting, implementing, monitoring and reviewing the Management Plan and the annual Delivery Plan. It provides technical advice to the Officer and other partners in delivering projects and initiatives. In detail its roles are:

Staffing and resources

- i) To provide guidance and advice concerning the direction of the Estuary Officer's work programme and use of resources.
- ii) To identify, and help to secure when appropriate, resources required for the business of the Partnership.
- iii) To oversee the annual budget and ensure the budget is within the available resources and ensure effective monitoring at each meeting is in place.
- iv) To provide guidance for the preparation of reports and agendas for the Partnership Committee and the Exe Estuary Stakeholder Forum.

Delivery

- i) To formulate and draft the review of the Management Plan on a five-yearly basis for approval by the Partnership Committee.
- ii) To draft an annual Delivery Plan and budget for the forthcoming financial year for approval by the Partnership Committee in March.
- iii) To draft an Annual Review of the previous financial year for approval by the Partnership Committee in September.
- iv) To plan and co-ordinate the delivery of projects that meet the objectives of the Management Plan.

Planning and Related Responsibilities

- i) To assist and advise planning authorities through an agreed planning protocol in responding to significant development proposals affecting the Exe Estuary.
- ii) To influence planning policies affecting the Exe Estuary through the development plan process.
- iii) To work within and comply with the statutory duties and obligations of the Partners.
- iv) To comply with the statutory requirements of the relevant designations including the SPA, SAC, NNR, LNR and SSSI.
- v) To respect, support and give appropriate status within the activity of the Partnership to international designations including the Ramsar Convention and the Dorset and East Devon Coast World Heritage Site.

Liaison and Networking

- i) To develop and disseminate good practice in Integrated Coastal Zone Management.
- ii) To establish links with other estuary and management initiatives within Devon, the South West region, nationally and where appropriate internationally.

- iii) To support local community initiatives which contribute to the conservation and enhancement of the Exe Estuary.

Information and Research

- i) To encourage the sharing of data between the relevant bodies with an interest in the Exe Estuary.
- ii) To commission research studies relevant to the Exe Estuary.
- iii) To monitor the condition of the Exe Estuary, in relation to its economic, environment and social factors which provide for the well-being of the community.

b) Membership and Meeting Arrangements

- i) Membership shall be one officer from each of the County and District Funding Partners, one representative from Town and Parish Councils (normally Exmouth Town Council), one representative each from Natural England and D&SIFCA, the Partnership Chair and the Chair or Vice-Chair of the Stakeholder Forum.
- ii) A maximum of two non-statutory Funding Partners may also be invited to represent interest groups. One representative is to bring technical expertise in nature conservation and one to represent recreational or commercial stakeholder interests. The conservation and user groups are to agree who takes up these positions, or will otherwise be approved by the Partnership Committee.
- iii) Other invitations may be issued for specific meetings if required for their specialist input and advice.
- iv) The Executive shall be chaired by the officer representing Devon County Council as host authority or in his / her absence, by a mutually agreed Chair.
- v) The Group should meet as required and not less than three times a year, normally in February, June and October. These meetings may take the form of audio conferences or by exchange of emails, as felt appropriate.
- vi) Meetings will be organised and supported by the Exe Estuary Officer.

2.3 Stakeholder Forum and Group

a) Purpose

- i) To provide open events at which any organisation, interest group or member of the public can become involved in discussion of estuary related matters.
- ii) To encourage two-way communication, by drawing issues raised by the community to the attention of the Partnership Committee.
- iii) To support the Partners by engaging with the community seeking consensus and involvement with the preparation of plans and strategies.
- iv) To support the Partners to forge links between the relevant stakeholder and public liaison groups, in particular through the Neighbourhood Plan process.

b) Meetings

- i) A formal Winter Forum will be held each year, at a time that permits its business to inform the preparation of the annual Delivery Plan.
- ii) The Forum will be open to any group or member of the public who has indicated its intention to attend. There is a right of refusal to any person not having registered in advance.
- iii) A more informal engagement with local organisations and the public will take place through an informal Stakeholder Group to meet in September each year, or as required, for detailed discussion around specific issues or topics related to estuary management issues. The Stakeholder Group is open to anyone with an interest in or knowledge of estuary-related matters and exists to bring together any group and individuals to discuss matters in detail. No

organisation may send more than one representative to the Group and any member may only represent one organisation. The organisations represented at the Group shall be at the discretion of the Partnership Chair as advised by the Exe Estuary Officer.

- iv) Stakeholder meetings will be organised and supported by the Exe Estuary Officer, who will arrange appropriate speakers and topics on the advice of the Executive.

c) Chairing Arrangements

- i) The Forum shall elect its Chair and Vice Chair who will then both take up a place on the Partnership Committee with one place between them on the Executive.
- ii) The Forum Chair and Vice Chair shall be elected by a process of written nominations in advance, seconded by at least three voting members of the Partnership Committee. A vote shall be held at the Forum between all nominated candidates to elect the Chair and Vice Chair when required with the Chair or Vice Chair of the Partnership Committee assuming the Forum Chair temporarily in order to complete the election.
- iii) The Forum Chair and Vice Chair shall normally be elected for two years at which time he/she shall stand down but shall have the option to be re-nominated to stand again for election. The Chair and Vice Chair can only be elected for each position for a maximum of three terms (over a six-year period).
- iv) Subject to ratification by the Partnership Committee, the Forum Vice Chair will have the right to be promoted to Chair when that position becomes vacant. This will give the opportunity for new nominees to familiarise themselves with the work of the Partnership as Vice Chair under an experienced Chair.
- v) The Forum Chair and Vice Chair shall seek to bring to the Partnership Committee the views of the Estuary users and specific interests and, with the Estuary Officer, transmit the views and responsibilities of the Partners to these users and interests of the Estuary.

2.4 Exe Estuary Officer and Host Authority

a) Purpose

- i) The purposes and objectives of the Partnership will be achieved by the employment of an Estuary Officer to act on its behalf and by the participation of the members of the Partnership. An annual programme of work will be co-ordinated by the Executive for delivery by the Estuary Officer.

b) Employment

- i) On behalf of the Partners, the Estuary Officer will be employed by Devon County Council who will undertake recruitment, employment services and line management. Day to day management of the Officer shall be the responsibility of Devon County Council in accordance with the strategies, plans and purposes of the Partnership.
- ii) The costs associated with employment (recruitment, salary and associated costs and all other costs associated with employment and redundancy) and office support of the Estuary Officer will be charged to the Partners in accordance with clause 4 of the Memorandum of Agreement.

Appendix 1

(To be updated annually)

Confirmed Funding for 2018/19 (as of 1 April 2018)

The Partners for the financial year 2018-19 and their respective contributions for 2018/19 as set out below:

Organisation	Amount
Bishops Clyst Parish Council	£105
British Canoeing	£208
Clyst St George Parish Council	£103
Dawlish Town Council	£1,741
Devon and Severn IFCA	By separate agreement
Devon County Council	£8,755
East Devon District Council	£6,500
Environment Agency	By separate agreement
Exeter City Council	£2,405
Exmouth Town Council	£4,000
Lympstone Fishery and Harbour Association	£155
Natural England	By separate agreement
Powderham Estate	£103
Royal Society for the Protection of Birds	£1,129
Royal Yachting Association	£208
Starcross Parish Council	£250
Teignbridge District Council	£2,575
Woodbury Parish Council	£100

Indicative contributions beyond 2018/19 will be according to the principle set out in clause 4.9.