

Schedule 1

DATED

(as of April 2025)

2025

East Hertfordshire District Council
and
Epping Forest District Council
and
Harlow District Council

and

Uttlesford District Council
and
National Trust

**Hatfield Forest National Nature Reserve (NNR)
Strategic Access Management and Monitoring (SAMM)
Strategy**

Partnership and Governance Agreement

DRAFT

Contents

1. DEFINITIONS	4
2. PURPOSE OF THE AGREEMENT.....	8
3. GOVERNANCE ARRANGEMENTS	9
4. COMMENCEMENT AND DURATION	10
5. OVERRIDING CONDITIONS.....	10
6. PROJECT MANAGEMENT.....	10
7. PROJECT RESOURCES.....	13
8. RESPONSIBILITIES OF THE PARTIES.....	13
9. ADDITION OF PARTIES TO THE PARTNERSHIP.....	16
10. REMOVAL OF PARTIES FROM THE PARTNERSHIP	16
11. DATA PROTECTION & MANAGEMENT	17
12. CONFIDENTIALITY.....	18
13. TERMINATION.....	19
14. GOVERNING LAW AND DISPUTE RESOLUTION	19
15. GENERAL PROVISIONS.....	20
SCHEDULE 1 - Hatfield Forest SAMM Strategy.....	24
SCHEDULE 2 - SAMM Contributions	24
SCHEDULE 3 - Financial Arrangements between the Partners and The Delivery Body.....	24
SCHEDULE 4 - Hatfield Forest SAMM Strategy Partnership Steering Group.....	24
SCHEDULE 5 - SAMM Delivery Flow Chart.....	24
SCHEDULE 6 - Hatfield Forest SAMMS Governance report.....	24
APPENDIX 1- National Trust's Contract and Procurement Rules	24

This agreement is made the day of

between:

(1) East Hertfordshire District Council (as partner to the Agreement)

(2) Epping Forest District Council (as partner to the Agreement)

(3) Harlow District Council (as partner to the Agreement)

(4) Uttlesford District Council (as partner to the Agreement)

and

(5) National Trust (as 'Delivery Body' only)

(Hereinafter referred to jointly as the "Parties" or "Authorities" and individually as a "Party" or "Authority" with terms to be used interchangeably throughout this Agreement.)

RECITALS

- (A) The Parties to this Partnership and Governance Agreement are all Local Authorities who have joined together to undertake certain activities as a partnership for the purposes set out in this Agreement (together with the National Trust ("the NT") which joins this Agreement in its capacity as landowner of Hatfield Forest and as Delivery Body pursuant to this Partnership and Governance Agreement).
- (B) The Parties wish to co-operate over the implementation of a Hatfield Forest Strategic Access Management and Monitoring (SAMM) Strategy as described in more detail in Schedule 1 ('the Hatfield Forest SAMM Strategy').
- (C) This Partnership and Governance Agreement sets out the relationship between the Parties, the governance arrangements, and the organisation of the work.

IT IS HEREBY AGREED AS FOLLOWS: -

1. DEFINITIONS

- 1.1 In this Partnership and Governance Agreement, the following terms shall have the following meanings:

"Business Day"	Any day other than a Saturday or Sunday or a public or Bank Holiday in England.
"Commencement Date"	The date of this Partnership and Governance Agreement
"Collecting Authority"	This means the Authority that is acting on behalf of the Partners to collect and pay monies collected by the Partners for the purposes of delivering the Strategic Management and Monitoring Strategy. For the purpose of this Partnership and Governance Agreement the Collecting Authority is Uttlesford District Council.

	The date of this Partnership and Governance Agreement
"Confidential Information"	All information that is marked as Confidential and that is disclosed by one Party to any of the others for the purpose of the Partnership and Governance Agreement, including, without prejudice to the generality of the foregoing, any ideas; finance; financial, marketing, development or manpower plans; computer systems and software; products or services, including but not limited to know-how and information concerning relationships with other parties and all records, reports, documents, papers and other materials whatsoever originated pursuant to this Partnership and Governance Agreement.
"Delivery Body"	The National Trust, or any successor properly constituted body responsible for the management of the site, the subject of this agreement, being the body appointed by the Partners to deliver the day-to-day operation of the Project, in this case referred to as NT throughout this document.
"Developer Contribution"	Means a payment a developer is required to make to its Local Planning Authority in compliance with the Wildlife and Countryside Act 1981 (as amended), in respect of consent for each new dwelling which is likely to have a significant impact on the natural habitat the subject of this agreement, in accordance with Schedule 2 of this Agreement
"Financial Year"	Means the period commencing from 1 st April of any given year to 31 st March of the succeeding year
"Hatfield Forest National Nature Reserve and Site of Special Scientific Interest " or "Hatfield Forest NNR and SSSI"	Hatfield Forest is a statutory designated site, which is protected under the Wildlife & Countryside Act 1981 (as amended), and which this Strategy is designed to protect.

"Hatfield Forest NNR SAMM Strategy"	Means the Strategy as agreed by the parties to deliver the mitigation necessary to avoid adverse effects from the impacts of any net increase in dwellings which will result in an increase of recreational disturbance to the Hatfield Forest National Nature Reserve (NNR) and Site of Special Scientific Interest (SSSI), and monitoring its effectiveness in accordance with the Programme of Investment and the Project Deliverables and as set out at Schedule 1 and as may be amended by agreement through the mechanisms set out in the clauses of this Partnership Agreement.
"Local Planning Authority" or "LPA"	Means the local authority whose duty it is to carry out specific planning functions for a particular area.
"National Trust" or NT"	Means National Trust or any successor properly constituted body responsible for the management of the site the subject of this agreement
"	
"Natural England or any successor"	Means the body set up by Government (DEFRA) as a non-executive non-departmental public body whose purpose is to help conserve, enhance and manage the natural environment for the benefit of present and future generations, and with responsibility for enforcing laws that protect wildlife and the natural environment
"Nominated Representative"	Means a member/s of staff or other representative appointed by a Party to attend the Partnership Steering Group meetings.
"Party/Parties"	Means a/the local authority/(ies) which is/are a signatory to this Agreement as a member of the Partnership and NT as the Delivery Body (and shall include any

successor to any party's statutory functions.

"Partner"	Means a local authority member of the Partnership
"Partnership and Governance Agreement"	Means this Agreement, as agreed and signed by the Partnership local authorities and the NT as the Delivery Body
"Partnership Steering Group"	The group comprised of representatives of the Partners (and such technical experts as the Partners may appoint) whose Terms of Reference are detailed in Schedule 4
"Personnel"	Any employee, director, agent, subcontractor, or other person engaged by a Party in relation to this Agreement
"Programme"	Means the joint initiative as set out in this Partnership Agreement for securing the Project Deliverables and/or individual projects or tasks
"Programme of Investment"	Means the annual Programme to deliver the Project Deliverables established by the Delivery Body and reviewed and approved annually by the Partnership Steering Group for the holding, allocation and investment of SAMM Contributions
"Project Deliverables"	Means the list of projects in the agreed Hatfield Forest NNR SAMM Strategy at Schedule 8. The measures to be funded by the Partnership by which the Hatfield Forest SAMM Strategy will deliver the mitigation necessary to avoid adverse effects on integrity from the impacts of any net increase in dwellings which will result in an increase of recreational disturbance to Hatfield Forest NNR/SSSI as set out in Schedule 6 (the Hatfield Forest SAMM Strategy) and as may be varied in agreement between the Parties or by decision of the Partnership Steering Group.

"Qualifying Development"	Means residential or any other relevant visitor development which is located within the Zone of Influence and so has been deemed likely to have a significant impact on the Hatfield Forest NNR & SSSI and is required to contribute toward the delivery of Project Deliverables.
"SAMM"	Means Strategic Access Management and Monitoring. These are the measures that will be implemented within Hatfield Forest NNR/SSSI to manage and monitor the impacts of visitors.
"SAMM Contribution"	Means the Developer Contribution received by a Partner payable to the Delivery Body in accordance with Schedule 2 to this agreement.
"Senior Dispute Management Group"	The group of senior officers from each of the Partners to which any disputes will be escalated if they cannot first be resolved informally.
"Zone of Influence"	Refers to the evidenced Zone of Influence within which any new residential or relevant other visitor generating development will have an in- combination impact from recreational pressure on Hatfield Forest NNR/SSSI. Currently, as at the signing of this Agreement in 2025, this stands at 11.1km based on data collected in the 2022 visitor surveys. and set out in Schedule 7.

- 1.2 Headings contained in this Partnership and Governance Agreement are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.
- 1.3 Where the context so implies, words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa.

2. PURPOSE OF THE AGREEMENT

2.1 The purpose of this Partnership and Governance Agreement is to:

- specify the organisation of the work between the Parties in collecting and

- administering SAMM Contributions;
- set out the rights and obligations of the Parties;
- secure and monitor delivery of the Project Deliverables by the Delivery Body
- specify arrangements for the monitoring and review of the effectiveness of the Partnership and Governance Agreement including the associated SAMM Strategy; and
- establish the governance structure for the purposes of implementing this Agreement and securing delivery of the Project Deliverables.

3. GOVERNANCE ARRANGEMENTS

3.1 Full details of Governance are included in Schedule 6. The Parties agree that the National Trust will be the Delivery Body and authorise it to sign agreements in relation to the implementation of the agreed and approved Project Deliverables of the SAMM Programme. To optimize the function of the Partnership, the Parties shall permit the Delivery Body to procure external services in accordance with the Procurement Act 2025 (or any successor legislation) and the Delivery Body's internal Contract and Procurement Process (as set out in the 'National Trust Procurement Code Part One: Rules' attached at Appendix 1, any changes which will be communicated by the Delivery Body to the Partnership Steering Group) to ensure that the approach continues to be 'fit for purpose'. The Delivery Body will provide financial systems and processes to enable the efficient and transparent implementation of the Hatfield Forest SSSI SAMM Strategy. The Delivery Body will provide the Partnership Steering Group with annual business plans and financial statements. This should include a year-end statement of account for the financial reporting period 1st April - 31st March and be provided by 30th September each year.

3.2 The National Trust as the Delivery Body will submit an annual Programme of Investment, with input from and for approval by the Partnership Steering Group. The Programme of Investment shall be reviewed and amended in writing from time to time as the Parties consider appropriate and as may be agreed by the Partnership Steering Group. Further financial details can be found in Schedule 3.

3.3 The Parties have agreed an allocation formula for the SAMM Contributions across the partners to be collected from all relevant development for the benefit of the Partnership as set out in Schedule 5.

3.4 The Parties acknowledge their intention that Natural England as statutory adviser would be requested to attend Partnership Steering Group meetings unless alternative agreements are made or should Natural England review its involvement.

4. COMMENCEMENT AND DURATION

4.1 This Partnership and Governance Agreement shall come into effect on the Commencement Date! A review of the Agreement shall be undertaken by the Partnership Steering Group and completed within five years of the date appearing on the front page of this Agreement. Any changes to this Agreement, as a result of the review, shall be agreed in writing between all Parties and formally documented by way of a deed of variation to this Partnership Agreement.

5. OVERRIDING CONDITIONS

5.1 All Parties have a responsibility to contribute towards and properly perform their roles and responsibilities in accordance with this Partnership and Governance Agreement and the Hatfield Forest SAMP Strategy as detailed in Schedule 1

5.2 It is the intention that the Partners shall be responsible and liable in equal shares for all legal, professional and financial advice procured under this Partnership and Governance Agreement, including by the Partnership Steering Group.

5.3 The Partners shall provide a forecast of annual income to the Delivery Body and Partnership Steering Group by 31st December each year based on the amount of qualifying development that was commenced in the preceding 1st April - 31st March reporting year, in order to inform the programme of work for the next financial year.

5.4 With regard to responsibility and liability for shared costs, the SAMP contributions are detailed in Schedule 2 of this Agreement. If Parties leave or join the Partnership or the ZOI changes, costs will be recalculated, with the amount/s to be determined at that time having had regard to the principles applied to the apportionment of those shared costs as they relate to mitigating any adverse effects on the Hatfield Forest NNR.

6. PROJECT MANAGEMENT

Partnership Steering Group

6.1 The details of the Partnership Steering Group including purpose, membership, governance, functions and procedures are set out in the Partnership Steering Group Terms of Reference at Schedule 4 to this Partnership Agreement.

Responsibilities of the Partnership Steering Group

(i) Project Oversight

6.2 The Partnership Steering Group shall be responsible for ensuring the delivery of the Project Deliverables by the Delivery Body and to this end will keep the proposals for implementation and progress towards meeting it, under review.

(ii) Appointment of Delivery Body

6.3 The Partner Authorities hereby appoint the National Trust as the Delivery Body for the Hatfield Forest SAMP Strategy. The Delivery Body will have responsibility for a Programme of Investment and the day-to-day management and implementation of the Project and of the agreed Project Deliverables (subject to the receipt of the SAMP Contributions and availability of SAMP Contributions for expenditure on the Project Deliverables in accordance with Schedule 2 and the Programme of Investment). The Delivery Body will hold and/or invest the SAMP Contributions paid to it in accordance with Schedule 3 and report to the Partnership Steering Group in accordance with Schedule 4 and Clause 2.1 above.

6.4 The cost of funding the works and activities undertaken/provided by the Delivery Body will be met by the SAMM Contributions. The Delivery Body will not be expected to fund the costs of managing the implementation and monitoring of the Project, or the Programme of Investment or the Project Deliverables separate from its own resources.

6.5 For the avoidance of doubt the breakdown of the proposed measures and costs of the Project are set out in Schedule 1. This includes the professional and administrative costs incurred by the Delivery Body in undertaking its responsibilities under this Agreement, including the responsibilities relating to financial systems, processing, accounting, business planning and reporting as outlined in Clause 2.1 of this Agreement and its responsibilities in respect of the Programme of Investment. The Partners shall transfer money, via the Collecting Authority, to the Delivery Body in accordance with the Terms set out in Schedule 3.

(iii) Financial Management

6.6 The Partners shall be responsible for holding and administering the SAMM Contributions until such time as they are paid to the Collecting Authority (as under the Terms of Schedule 3).

6.7 The Collecting Authority shall be given authority by the Partners to act on their behalf for the receipt of contributions in accordance with the timescales set out in clause 5.2 and payment to the Delivery Body. This should also include authority to initiate the process for changing which authority acts as the Collecting Authority should a change be needed.

6.8 The SAMM Contributions must be available to spend on or invest for the purposes of the Project Deliverables (subject to and in accordance with Schedule 1) and will be sent every six months (on 28th February and 31st August) from each Partner to the Collecting Authority unless otherwise agreed between the Partner and the Collecting Authority. The Collecting Authority shall send the SAMM contributions to the Delivery Body no later than 28 days following the receipt of the contributions paid by each Partner. Each Partner will be responsible for monitoring contributions received and forecasting their future SAMM Contribution income in accordance with Schedule 2 to this agreement.

6.9 The Partnership Steering Group may choose to take financial advice from third parties as required. The four Partner local authorities (East Hertfordshire, Epping, Harlow and Uttlesford District Councils) will take responsibility for choosing the relevant third party, with the cost to be split across all Partners.

6.10 SAMM contributions will be index linked. The Programme of Investment and the Project Deliverables will be reviewed each year in terms of costings. For physical measures this shall be in line with the most up to date version of the BCIS (or other industry recognised standard in its absence). Staff costs as set out in the SAMM Strategy will be increased in line with any annual pay increase and changes to pension and national insurance contributions required by the Delivery Body. The increase in the SAMM Contribution will be agreed and set in March each year and brought into effect on 1st April each year. Where there is a shortfall/ deficit in the SAMM Contribution as a result of the final costs being above the relevant contribution by a Party, it will be the responsibility of the Delivery Body to raise this matter with the Partnership Steering Group, within a period of 12 months of payment. Decisions, including any required revisions of projects, can

then be made for the benefit and continuity of the overall mitigation project, and so that no particular Partner, nor the Delivery Body, becomes financially liable.

6.11 The Partners agree to levy a SAMP Contribution in accordance with Schedule 2 of this Partnership and Governance Agreement on all qualifying development.

6.12 The Partners agree that they will pay the SAMP Contribution to the Collecting Authority in accordance with **Schedules 2 and 3** upon being satisfied that qualifying development has commenced in accordance with the relevant Planning Permission and legal obligations or any other local authority funding mechanism which equates to the financial value that would be generated using the tariff.

6.13 Where there is a shortfall / deficit in the SAMP Contribution as a result of the non-- collection of a relevant contribution by a Party to this Agreement it will be the responsibility of the individual Partner Authority to make good such shortfall and not the Delivery Body or other Partner Authorities. Such liability will only arise where the individual Partner Authority in question is not making reasonable endeavor to pursue the non-payment from the party who has obligation to pay the Partner Authority.

6.14 In the event the SAMP Contribution is not spent or invested in accordance with the requirements of this Agreement by the Collecting Authority or the Delivery Body and a refund is required then the Collecting Authority or the Delivery Body will be liable to repay the monies to Partners in line with the percentage apportionment set out in Schedule 2.

6.15 The Partnership Steering Group, having had regard to regular advice from the Delivery Body in relation to the appropriate and realistic timing of Project Deliverables, will be responsible for determining an appropriate apportionment between the spending of and investment of the SAMP Contributions, in line with the Programme of Investment and Project Deliverables (as outlined in Schedule 1). In the case of disagreement, Natural England, as a neutral party, will be requested to mediate the deliberations and propose a resolution for decision by the group. If a decision cannot be reached, this will be escalated, in line with the process set out in clause 14 of this Agreement.

(iv) Publications and Press Releases

6.16 The Partnership Steering Group in discussion with the Delivery Body shall decide procedures for dissemination of publications and press releases, joint or otherwise, relating to the Project.

(v) Partnership Steering Group Meetings

6.17 The Partnership Steering Group shall meet on a quarterly basis in accordance with the Partnership Steering Group Terms of Reference at Schedule 4. The frequency of meetings may be reduced at any time in accordance with the Partnership Steering Group Terms of Reference. Meetings will operate under the conditions outlined in Schedule 4.

(vi) Responsibilities of Individual Members of the Partnership Steering Group

6.18 In addition to the Partnership Steering Group's collective responsibility, individual members of

the Partnership Steering Group will have specific responsibilities as determined by the Partnership Steering Group from time to time as set out in the Terms of Reference at Schedule 4.

7. PROJECT RESOURCES

Allocation

7.1 The total SAMM Contributions to be paid by the Partner to the Collecting Authority will be set out in Schedule 2 and are to be adopted by the Partners as a material consideration in the determination of Planning and development related applications.

Changes to Contract and Procurement Process

7.2 Any changes to the Delivery Body's Contract and Procurement Process will be reviewed at the earliest opportunity by the Partnership Steering Group to determine if they remain appropriate for the Project Deliverables.

8. RESPONSIBILITIES OF THE PARTIES

Performance

8.1 Each Party undertakes to each other Party to perform and fulfil, on time, the tasks assigned to it by the Partnership Steering Group along with all other obligations under this Partnership and Governance Agreement.

8.2 Each Partner hereby undertakes to supply promptly to the Delivery Body all such information or documents as the Delivery Body and the Partnership Steering Group need to fulfil obligations pursuant to this Partnership Agreement.

8.3 Each Partner undertakes to each other Partner and to the Delivery Body to:

- notify each of the other Parties as soon as a Party becomes aware of any significant delay in performance; or a significant change in a Parties ability to meet its funding and other commitments under this Partnership and Governance Agreement.
- inform other Parties of communications and planning decisions it receives from third parties relevant to the Project e.g. planning appeals and Local Plan examination Inspector correspondence.

8.4 Each Party shall use all reasonable endeavor to ensure the accuracy of any information or materials it supplies hereunder and promptly to correct any error therein of which it is notified.

8.5 Subject to clause 6.16 of this Partnership Agreement each Party agrees not to issue any press releases or other such publicity materials relating to the work of the Partnership without obtaining prior approval from the other Parties.

Warranties and Undertaking

8.6 Each Partner warrants that under its contractual relationships with each of its Personnel, any

intellectual property rights arising out of or relating to work undertaken by the Personnel for the Party will vest in such Party and that the Personnel will have no right, title or interest, whether legal or beneficial, in any such intellectual property rights. A Partner shall, if so, required by the Partnership Steering Group, produce written evidence of this to the Partnership Steering Group signed by its Personnel.

8.7 Each Partner acknowledges that it is and shall remain liable for the consequences of any failure on its part or on the part of its Personnel to fulfil the tasks and work packages assigned to it under this Partnership and Governance Agreement and shall accordingly:

- Procure and maintain its own insurance, with insurers of good repute, to cover its own liabilities and those on behalf of its Personnel;
- Comply and assist the Partnership, the Partnership Steering Group and the Delivery Body in complying with all relevant statutes, laws, regulations and codes of practice, in force, relating to its tasks and work packages from time to time;
- Comply with all recommendations and requirements of its insurers; and
- Indemnify, keep indemnified and hold harmless the other Parties from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, direct, loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which they incur or suffer as a result of a breach of this Partnership and Governance Agreement or negligent acts or omissions or wilful misconduct of the Party and/or its Personnel including without limitation any resulting liability the Partnership has to the funder or to any third party PROVIDED THAT that Party shall:
 - a) not make any admission of liability, agreement or compromise in relation to the foregoing without the prior written consent of the other Parties (such consent not to be unreasonably conditioned, withheld or delayed);
 - b) give the other Parties and its professional advisers access at reasonable times (on reasonable prior notice) to its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Party, so as to enable the other Parties and its professional advisers to examine them and to take copies for the purpose of assessing any propose settlement under this indemnity;
 - c) take such action as the other Parties may reasonably request to avoid, dispute, compromise or defend the Claim; and
 - d) use reasonable endeavour to mitigate any loss.
 - e) Nothing in this clause shall restrict or limit the Party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

8.8 Each Party agrees and undertakes at its own expense to make the Nominated Representative available to attend the Partnership Steering Group.

8.9 Each Partner shall provide the Partnership Steering Group with statements of SAMM Contributions received every six months.

9. ADDITION OF PARTIES TO THE PARTNERSHIP

9.1 Other local authorities may be invited to join the Partnership following any reviews of the Zone of

Influence of Hatfield Forest NNR and SSSI (which would be determined by further visitor surveys or as part of the five year review of the Agreement of the specifications, methodology and analysis approved by Natural England and agreed by the parties), only by the unanimous decision of the Parties and on the condition that the new local authority becomes a Partner to this Partnership Agreement. The creation of a new authority as the result of boundary or local government review may result in a new Partner authority and agreement to join the Partnership would be subject to the same scrutiny by the existing Partnership.

10. REMOVAL OF PARTIES FROM THE PARTNERSHIP

10.1 Without prejudice to any other rights or remedies open to the Partnership, the Parties may, after a two-thirds majority vote of all Parties in favour of termination, ratified and via a written notice served on the Party, terminate a Party's membership of the Partnership, if the Party:

- Is in material breach of any of the terms of this Partnership and Governance Agreement and, where the breach is capable of remedy, the Party fails to remedy such breach within 30 days' service of a written notice specifying the breach and requiring it to be remedied; or
- In the opinion of a majority of the Partnership Steering Group, is incompetent, commits any act of gross or persistent misconduct and/or neglects or willfully omits to perform any of its duties or obligations under this Partnership Agreement; or
- Fails or refuses after written warning from the Partnership Steering Group to carry out the duties or obligations reasonably and properly required of it under this Partnership and Governance Agreement; or
- ceases to operate its business or undertaking;
- Intentionally provides the Partnership Steering Group with any false or misleading information with regard to its ability to perform its duties or obligations under this Partnership Agreement; or
- is guilty of a conduct which in the reasonable opinion of the Parties has brought or might reasonably be expected to bring the Parties or the Project into disrepute or otherwise damage in connection with the Project.

10.2 Any monies already collected from the Party will be held by the Delivery Body, and a review of the SAMM contributions going forward will be undertaken by the Partnership Steering Group alongside the Collecting Authority.

10.3 If any Party wishes to leave the Partnership, then it must give notice of its intention to do so in writing giving not less than three months' notice. Any monies already collected from the Party will be held by the Delivery Body, and any monies owing, resulting from the application of the tariff to new residential development, shall be paid to the Collecting Authority within the three-month Notice Period. The Partnership Steering Group will subsequently review the SAMM contributions going forward alongside the Collecting Authority.

11. DATA PROTECTION & MANAGEMENT

Definitions

Data Controller and **Data Processor** take the meaning given in the UK GDPR;

Data Protection Legislation means (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Laws about the processing of Personal Data and privacy; and (iv) all applicable guidance and codes of practice issued by the information commissioner or other relevant regulatory authority as may be amended from time to time;

Data Subject takes the meaning given in the DPA 2018;

DPA 2018 means the Data Protection Act 2018;

Personal Data has the meaning given to it in the UK GDPR;

UK GDPR means the United Kingdom General Data Protection Regulation (the retained EU Law version of the General Data Regulation EU 2016/679).

Data Collection & Data Protection

11.1 During the course of the Project, each Party, as well as the Delivery Body, may be involved in the collection and production of data such as surveys or questionnaires. Data produced or collected by any Party, which that Party considers relevant to the Project, will be provided to the Partnership Steering Group, and made available to the other Parties on request.

11.2 Each Party agrees to ensure that all data made available pursuant to this clause is anonymised where necessary in accordance with relevant legislation. Whilst it is not envisaged that Personal Data will be shared and processed as part of the Project, the Parties hereby acknowledge that in the event that Personal Data is deemed as being collected/shared/processed, then, pursuant to this clause and prior to gathering such Personal Data, the Data Subject must be expressly informed in writing that their Personal Data will be collected/shared/processed, by the relevant Partner(s)/Delivery Body and each Partner shall ensure such Personal Data are accompanied by all necessary consents (as and when required by Data Protection Legislation).

11.3 The Parties (including the Delivery Body where relevant) further agree and undertake that no Personal Data will be shared or processed until all necessary data sharing agreements have been complied with (Data Controller)

11.4 Data processing agreements (Data Controller to Data Processor) are entered into by the affected Parties.

Freedom of Information

11.5 The Partnership acknowledges that the Partners are all subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and they shall assist and cooperate with each other, and the NT as Delivery Body shall also assist as required, to enable them to comply with their information disclosure obligations.

11.6 A Partner in receipt of a request for information shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Partnership Agreement or any other contract whether the confidential and /or any other information is exempt from disclosure in accordance with the (FOIA) or the (EIR).

12. CONFIDENTIALITY

12.1 Each Party hereby undertakes to the other Parties that it shall procure that its employees, agents and sub-contractors shall:

- Keep confidential all information of a confidential nature (whether written or oral) concerning this Partnership and Governance Agreement and the business affairs of another Party that it shall have obtained or received as a result of the discussions leading up to or entering into or performance of this Partnership and Governance Agreement (the "Information");
- Not without the prior written consent of the relevant other Party disclose the Information either in whole or in part to any other person save those of its employees, agents and sub-contractors involved in the implementation or evaluation of the Project who have a need to know the same for the performance of their duties;
- Use the Information solely in connection with the implementation of the Project and not otherwise for its own benefit or the benefit of any third party.
- These provisions above shall not apply to the whole or any part of the Information to the extent that it can be shown by the receiving Party to be:
 - a) Known to the receiving Party prior to the date of this Partnership and Governance Agreement and not obtained directly or indirectly from any other party; or
 - b) Obtained from a third party who lawfully possesses such Information which has not been obtained in breach of a duty of confidence owed to any party by any person; or
 - c) In the public domain in the form in which it is possessed by any other party other than as a result of a breach of a duty of confidence owed to such other party by any person; or
 - d) Required to be disclosed by legal process, law or regulatory authority.

12.2 Each Party hereby undertakes to the other Parties to make all relevant employees, agents and subcontractors aware of the confidentiality of the Information and provisions of this clause and Without Prejudice to the generality of the foregoing to ensure compliance by such employees, agents and sub-contractors with the provisions of this clause.

13. TERMINATION

13.1 This Agreement may be terminated at any time by the unanimous written agreement of the

Parties where there is a material change in circumstances, policy, legislation which renders the Partnership unworkable or where it is no longer required for the purpose for which it was established.

13.2 The termination of this Partnership Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the Parties accrued prior to termination and in relation to the protection of the Hatfield Forest NNR by the Wildlife & Countryside Act 1981 (as amended) or any successor legislation. The provisions in this Partnership Agreement which either expressly or implied have effect after termination shall continue to be enforceable notwithstanding termination. In the event of termination, the SAMMs Contributions as shall have been paid to the Delivery Body shall remain with the Delivery Body for expenditure in accordance with this Agreement or otherwise for the protection of the Hatfield Forest NNR from increased recreational disturbance.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 This Partnership Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably agree that any dispute arising out of or in connection with this Partnership Agreement will be subject to and within the jurisdiction of the English courts.

14.2 All Parties shall each be under a general obligation to use all reasonable endeavours to negotiate in good faith and to settle amicably any dispute of whatever nature arising in connection with this Partnership and Governance Agreement. If the Parties are unable to resolve a dispute(s) in an informal manner the dispute will be escalated by referring to a Senior Dispute Management Group for resolution. This group will consist of a nominated Senior Manager from each of the signatory LPAs, or successor authority, as listed below:

- East Hertfordshire District Council - Director of Planning
- Harlow District Council - Assistant Director
- Epping Forest District Council - Planning Services Director
- Uttlesford District Council - Strategic Director of Planning and Development

14.3 Having followed the procedure set out in clause 14.2 and the dispute in question has not been resolved where the Parties agree that a dispute arising out of or in connection with this Partnership Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

14.4 Any person to whom a reference is made under Clause 14.3 shall act as an expert and not as an arbitrator and their decision (which shall be given by them in writing and shall state the reasons for their decision) shall be final and binding on the Parties except in the case of manifest error or fraud.

14.5 Each Party shall provide the expert with such information and documentation as they may reasonably require for the purposes of his decision.

14.6 The costs of the expert shall be borne by the Parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the Parties in equal proportions.

15. GENERAL PROVISIONS

Sole Agreement

15.1 Subject to Clause 5, this Partnership and Governance Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Partnership and Governance Agreement and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such subject matters. No Party to this Partnership and Governance Agreement has been induced to enter into this Partnership and Governance Agreement by a statement or promise which it does not contain save that this clause shall not exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently by that Party.

Schedules

15.2 The schedules shall have the same force and effect as if expressly set in the body of this Partnership and Governance Agreement and any reference to this Partnership and Governance Agreement shall include the Schedules.

Waiver

15.3 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

Severability

15.4 If any clause or part of this Partnership and Governance Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Partnership and Governance Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Partnership and Governance Agreement and this shall not affect any other provisions of this Partnership Agreement which shall remain in full force and effect.

Force Majeure

15.5 No Party will be deemed to be in breach of this Partnership and Governance Agreement, nor otherwise liable to the other for any failure or delay in performance of this Partnership and Governance Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, acts of God, war, fire, flood, tempest and national emergencies and a Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

Assignment

15.6 Save as permitted for under this Partnership and Governance Agreement, neither this

Partnership and Governance Agreement nor any of the rights and obligations under it may be sub-contracted or assigned by any Party without obtaining the prior written consent of the other Parties. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Partnership and Governance Agreement and agrees to be bound to all the terms of this Partnership and Governance Agreement.

Variation

15.7 This Partnership Agreement may be amended at any time by written agreement of the Parties. No variation to this Partnership and Governance Agreement shall be effective unless in writing signed by a duly authorised officer of each of the Parties.

Notice

15.8 Any notice in connection with this Partnership and Governance Agreement shall be in writing and may be delivered by hand, pre-paid first class post or Special Delivery post (but not by e-mail), addressed to the recipient's registered office or its address or as the case may be (or such other address, or as may be notified in writing from time to time).

15.9 The notice shall be deemed to have been duly served:

- if delivered by hand, when left at the proper address for service;
- if given or made by prepaid first-class post or Special Delivery post, 48 hours after being posted or in the case of Airmail 14 days after being posted (excluding days other than Business Days); provided that, where in the case of delivery by hand, such delivery occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

Rights of Third Parties

15.10 It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 or any successor legislation that this Partnership and Governance Agreement is not intended to, and does not, give to any person who is not a party to the Agreement any rights to enforce any provisions contained in this Agreement except for any person to whom the benefit of this Partnership and Governance Agreement is assigned in accordance with clause 15.6 (Assignment).

Counterparts

15.11 This Partnership and Governance Agreement may be executed in one or more counterparts and any Party may enter into this Partnership and Governance Agreement by executing a counterpart. Any single counterpart or set of counterparts executed in either case by all the Parties shall constitute one and the same agreement and a full original of this Partnership and Governance Agreement for all purposes.

IN WITNESS whereof the Parties hereunto have affixed their Common Seal the day and year first before written

THE COMMON SEAL of EAST
HERTFORDSHIRE DISTRICT
COUNCIL was hereunto affixed to
this Deed in the presence of:

THE COMMON SEAL of EPPING
FOREST DISTRICT COUNCIL was
hereunto affixed to this Deed in the
presence of:

THE COMMON SEAL of
HARLOW DISTRICT COUNCIL
was hereunto affixed to this
Deed in the presence of:

THE COMMON SEAL of
UTTLESFORD DISTRICT COUNCIL
was hereunto affixed to this Deed in
the presence of:

THE COMMON SEAL of
NATIONAL TRUST was
hereunto affixed to this
deed in the presence of:

SCHEDULE 1 - Hatfield Forest SAMM Strategy

SCHEDULE 2 - SAMM Contributions

SCHEDULE 3 - Financial Arrangements between the Partners and The Delivery Body

SCHEDULE 4 - Hatfield Forest SAMM Strategy Partnership Steering Group

SCHEDULE 5 - SAMM Delivery Flow Chart

SCHEDULE 6 - Hatfield Forest SAMMS Governance report

APPENDIX 1 - National Trust's Contract and Procurement Rules