

CAIRNGORMS AND LOCH LOMOND AND THE TROSSACHS NATIONAL PARK AUTHORITIES JOINT WORKING

DRAFT MEMORANDUM OF UNDERSTANDING

Scope of Agreement

1. This agreement covers the programme of development and delivery of joint services and policies between Cairngorms National Park Authority (CNPA) and Loch Lomond and the Trossachs National Park Authority (LLTNPA).
2. The specific service and policy areas covered by the agreement shall be agreed between both parties to the agreement and may be updated from time to time by mutual consent, in line with arrangements set out below. Service and policy areas covered shall be set out in an agreed schedule to this memorandum of understanding.
3. Participation in this agreement does not preclude the development, establishment or operation of joint policy or service development with other partners where this is determined more appropriate to an organisation's needs and business requirements.

Objectives

4. The objectives of this joint working programme, as previously agreed by both NPA Boards, are to:
 - i. Jointly development areas of policy or service provision where National Park Authorities can help each other to mutual advantage;
 - ii. Develop more robust services, better able to withstand fluctuations in workloads and staffing;
 - iii. Establish consistency in approach where this makes sense, with local variation whenever circumstances require;
 - iv. The joint development and agreement of policy in specific areas gives the potential to establish a louder voice on core National Park messages.

Programme Delivery and Monitoring

5. A Joint Strategic Working Group (JSWG) shall agree project deliverables in line with the authority delegated to this group by each NPA Board. It is for members of JSWG to ensure appropriate approvals are in place within their organisation's own governance structures to allow required decisions to be taken by the Group.
6. The JSWG shall comprise the CEOs and the Heads / Directors of Corporate Services, or their equivalents, of both parties to the agreement. Other senior staff and Board members may attend the JSWG as required.

7. The JSWG shall agree a monitoring framework to record the planned project deliverables and performance against this plan.
8. The monitoring framework shall reflect agreed programme milestones and agreed key performance indicators to support performance monitoring.

Reporting

9. The Head / Directors of Corporate Services of both parties to the agreement shall take responsibility for coordinating reporting on programme delivery to JSWG.
10. Each party to the agreement shall retain responsibility for reporting back on programme delivery within their own organisation and as required by their own governance structures.

Project Finances

11. Financial efficiency is not a core objective of the project. However, it is recognised that opportunities for joint working pursued under this agreement may release time and / or cash savings to either party under the agreement. The JSWG shall also therefore ensure that a monitoring framework is developed to record and report on significant efficiencies in cash or staff time savings realised through project delivery.
12. Where a financial contribution is required from one of the parties to this agreement to meet a share of specific additional project costs incurred by the other partner, any required contribution shall be agreed in advance, in writing, between the parties.
13. Otherwise, in the absence of any prior agreement to meet a share of operational costs, both parties to this agreement will make such staff and financial contributions to the agreed schedule of project activities as required to realise the target outputs, without expectation of financial recompense.
14. The JSWG shall seek to ensure that both parties incur an appropriate and proportionate share of staff and financial costs in delivering project outcomes. This may require high level estimates of staff and financial resources invested.
15. To avoid developing an administratively complex process, detailed records of staff time input will not be maintained unless agreed as a required element of delivery of a specific project activity.

Dispute Resolution

16. Any areas of dispute or issues that fail to be resolved by officers involved in any aspect of programme delivery should be referred to the JSWG for resolution.

17. In exceptional cases where JSWG fail to resolve this issue on behalf of both parties the matter should be referred to the Scottish Government sponsor department for independent resolution on behalf of both parties.

Notice of Termination

18. Either party must give a minimum of 6 months notice of their intention to withdraw from any approved, initiated strand of activity within the programme.
19. A minimum of 12 months notice is required to be given to withdraw from the shared services programme as a whole.