



Cairngorms
National Park Authority

Ùghdarras Pàirc Nàiseanta a'
Mhonaidh Ruaidh

Performance Committee Paper 6 Annex 1

23 March 2026

Paper 6

Annex 1

MEMORANDUM OF AGREEMENT BETWEEN

CAIRNGORMS LOCAL ACTION GROUP TRUST, a registered charity with charity number **SC046495** and having their Office at 14 The Square, Grantown on Spey PH26 3HG (hereinafter referred to as ‘the Trust’), and any subsidiary and / or incorporated entity of the Trust

And

CAIRNGORMS NATIONAL PARK AUTHORITY being a National Park Authority incorporated under the National Parks (Scotland) Act 2000 and having their Principal Office at Fourteen The Square, Grantown on Spey PH26 3HG (hereinafter referred to as the “Authority”).

This MEMORANDUM OF AGREEMENT is hereby made and entered into by the Authority and the Trust.

DEFINITIONS

The following terms appearing in this Memorandum of Agreement are to be interpreted solely in line with the following definitions.

Client Director	The Park Authority Director with lead responsibility for delivering People and Place elements of the Park Authority’s Corporate Plan and for coordination of those priorities of the National Park Partnership Plan.
Community Led Local Development or ‘CLLD’	Means a method for involving partners at local level, including the civil society and local economic actors, in designing and implementing local integrated strategies that help their areas make a transition to a more sustainable future.
“Local Development Strategy”	Means a document which sets out the investment priorities, agreed following consultation within the area, for Community Led Local Development within that area and which will be delivered through public funding by a Local Action Group (LAG).
National Park Partnership Plan	Means a 5 year plan (or such period as is determined by the Authority) setting out how the Cairngorms National Park will be managed and which demonstrates how the public sector, businesses, land managers and communities will continue to come together to help keep these national assets special and achieve the four aims of the National Park - benefitting both the people of Scotland and visitors alike
Nominated Director	The Park Authority Director who takes on line management of staff delivering support for the Trust and who has general responsibility for CLLD delivery and strategic and operational liaison with the Trust.
Public funding	Funds made available by Scottish Government, the Cairngorms National Park Authority, or any other Scottish

PURPOSE

1. This agreement explains the respective roles and responsibilities of the Authority and the Trust in the development, delivery and management of a publicly funded community led local development (CLLD) programme within the Cairngorms National Park.

STATEMENT OF MUTUAL BENEFIT AND INTERESTS

2. The Trust and the Park Authority have common interest in supporting sustainable community development and in supporting the communities of the Cairngorms toward achieving their local priorities and aspirations within a context of sustaining and enhancing the wider cultural heritage and nature of the Cairngorms National Park. Both organisations are committed to a well-resourced, robust programme of CLLD as a key policy means of delivering these objectives, and through that CLLD programme contribute to delivery of the Cairngorms National Park Partnership Plan (CNPPP).
3. The four statutory aims of the National Park are set out in the National Parks (Scotland) Act 2000. The Cairngorms National Park Authority works together with others to ensure that the unique aspects of the Cairngorms National Park - the natural environment, the cultural heritage, the local communities - are cared for, sustained and enhanced. While to an extent the Authority is assisted in meeting all four statutory aims through its support to the operation of an effective CLLD programme and the work of the Trust, the statutory aim of promoting sustainable economic and social development of the area's communities stands to be very directly benefited by and of relevance to the work of the Trust.
4. Both parties will collaborate in the development and consultation on the Local Development Strategy for CLLD in the Cairngorms National Park, and will benefit from access to each party's wider networks and delivery mechanisms in establishing and delivering the Local Development Strategy. Both parties may act as communications or consultation channels when seeking to access groups involved or with history of involvement in CLLD and wider community engagement activities.
5. Both parties will collaborate in supporting the development and promotion of the Cairngorms National Park brand, and through that support maintaining and enhancing the positive perception and reputation of the Cairngorms National Park.
6. The Trust in its role developing and delivering its Local Development Strategy seeks to benefit from the range of expertise available within the Authority, both directly in assisting with the operation of the Trust, its systems and procedures, and in advising on the technical considerations arising in considering the merits of funding application.

7. The current National Park Partnership Plan for 2022 to 2027 [Cairngorms National Park Partnership Plan 2022-27](#) establishes a range of priorities for nature, people and place, many of which can be supported and contributed to by the Cairngorms Trust through its grant awards and wider support to community aspiration and involvement. In particular, the Trust is recognised as a key delivery partner in respect of objective B7: communities are supported by a community-led local development funding programme, delivering the National Park Partnership Plan. The Park Authority and Trust will work together to agree and achieve agreed objectives delivering the National Park Partnership Plan, and ensure the National Park brand is appropriately recognised within the delivery of those objectives.
8. Delivery of the Cairngorms 2030 (C2030) Programme will also involve collective action by both the Park Authority and Trust with regard to modes of citizen participation in decision-making, consideration of new models for decision-making at local levels, and delivery of community grant schemes. This work delivers against objective B6 of the current National Park Partnership Plan: Strengthen the participation structures that support planning and decision-making at a local level. The Trust is itself an innovation in Scottish CLLD practice, with an incorporated charitable entity taking responsibility for CLLD programmes. The input of the Trust's knowledge and experience to the consideration of new models for and strengthening of local participation structures will be invaluable.
9. More widely, the work of the Trust in delivering CLLD investments between 2024 and 2028 is recognised as a match funding contribution to the C2030 programme.

RESPONSIBILITIES OF PARTIES

CAIRNGORMS LOCAL ACTION GROUP TRUST

10. The Trust's responsibilities will be to:
 - a. have oversight of the Local Development Strategy (LDS) and business plan, ensuring that publicly funded investments are made commensurate with the Trust's charitable objectives and business plan, and comply with any specific funding terms and conditions, while achieving the outcomes in the LDS;
 - b. ensure appropriate arrangements are put in place to "animate" (encourage / support / make happen) community led local development in line with the LDS and to be proactive in commissioning specific community support for Cairngorms communities where gaps in that animation support are identified;
 - c. define funding and project selection criteria commensurate with the requirements of the Local Development Strategy, any relevant terms and conditions associated with funding allocations, and the Trust's charitable objectives and business case;
 - d. prepare and publish calls for project proposals and procedures for project submission and evaluation;

- e. consider community led development ideas and project proposals and determine whether they are eligible for and merit funding from the Trust's finances;
- f. consider development of regional, national and / or international partnership and collaborative activities that can bring real benefit to community development within the Cairngorms' communities and support evolution and development of the Scottish CLLD sector;
- g. ensure the Trust, as responsible body for investment of national community led development funding, is maintaining appropriate relationships and communications with other key stakeholders interested in community led development in the Cairngorms;
- h. monitor the delivery of the LDS and the Trust's business plan, in terms of investments made and delivery of outcomes as assessed against adopted key performance indicators;
- i. commission project delivery and specific outcomes where monitoring of LDS and the Trust's business plan delivery indicates there are significant gaps in delivery from community led projects coming forward;
- j. ensure appropriate governance, administrative and technical support is in place to support effective operations of the Trust;
- k. undertake regular reviews of governance and technical arrangements for delivery of the Trust's programmes and operations, ensuring the Trust's membership remains appropriate to needs, and that recruitment and appointment to the Trust board is undertaken in a transparent manner;
- l. establish such sub groups of the Trust as are deemed necessary to support effective and efficient delivery of the Trust's business plan and Local Development Strategy, ensuring that any sub groups created have clear terms of reference and levels of delegated authority agreed by the Trust board;
- m. respond to the Park Authority with regard to any specific requests for feedback and learning associated with the Trust's areas of activity, provided the resource requirements to fulfil those requests are reasonable;
- n. establish appropriate onward reporting mechanisms to ensure Trust decisions are clearly communicated and the reporting requirements of all external funders are met.

THE PARK AUTHORITY

- 11. The Cairngorms National Park Authority (Park Authority) has agreed with the Trust to act as its accountable body for Scottish Government CLLD funding. As such, the Park Authority is responsible for the receipt and effective stewardship of all CLLD funding made available by Scottish Government to the Cairngorms Trust,

acting as the Cairngorms Local Action Group, in delivery of Scottish Government's CLLD policy objectives. The Park Authority supplies cash flow financing for the Trust and provides support on financial and management accounting, banking, creditor payments, and grant disbursements. The Park Authority also accepts some risk in the case of ineligible grant payments.

12. The accountable body also acts as the employing organisation for any staff required by the LAG and Trust in discharge of their responsibilities for Scottish Government funded CLLD. As such, the Trust's administration team supporting Scottish Government funded programmes for which the Park Authority is the Accountable Body are Park Authority employees, with access to the standard terms and conditions of the CNPA, while being directed for 100% of their funded time on Trust operations.
13. The Park Authority will provide facilities and other support to the Trust. These areas of support are likely to include though not limited to the following:
 - a. The Park authority's office is the Trust's registered office and postal address;
 - b. Office and other facilities are made available to staff working on behalf of the Trust; staff employed by the Trust; and for meetings of the Trust;
 - c. IT and communications support may be provided to support the robust and secure operations of the Trust;
 - d. Information and data management services will be supplied to the Trust;
 - e. Finance support for accounting, payroll processing and banking;
 - f. Human resource and legal support may be provided on a pre-agreed, case by case basis.
14. As a consequence of these relationships, the Park Authority will store information owned by the Trust in its information systems.
 - a. Where the information is held by the Park Authority clearly as a consequence of the Park Authority's responsibility as accountable body for Scottish Government CLLD funding, that information will be deemed to be park authority information and subject to all standard information management and publication practices, including provisions of the Freedom of Information (Scotland) Act 2002 (FOISA).
 - b. In all other circumstances, including correspondence relating to grant decisions and grant funding by the Trust, the information held will be deemed to be Cairngorms Trust information and held in confidence by the Park Authority on behalf of the Trust. Any FOISA request linked to these records will be deemed to be held in confidence and a breach of confidence if released without consent.
 - c. With respect to 14b, there shall be no actionable breach of confidence where the Park Authority discloses the information under the direction of the Scottish Information Commissioner, of Information Commissioner in the case of subject access requests.
15. The Park Authority's nominated Director will have lead oversight of delivery against expectations established in this agreement and any requirements which may be set out in agreed correspondence between the Park Authority and the Trust from time to time. The nominated Director will represent the interests of the Trust within the

Park Authority's management structures, and will liaise as necessary between the Trust and accountable body in effective discharge of this agreement.

16. The nominated Director will be a member of the Trust as a Vice Chair and will take lead responsibility on behalf of the accountable body and Trust for liaison with Scottish Government on all matters relating to their CLLD funding and policy approaches. The nominated Director will brief the Trust board on relevant Scottish Government and wider sectoral policy development and delivery considerations.
17. The Park Authority will also have a 'Client Director' who will have lead responsibility for relevant policy delivery by the Park Authority and for leadership and coordination of relevant priorities of the National Park Partnership Plan. The Client Director will advise on the Park Authority's views of the operation of the Trust and the contributions the Trust may make to NPPP priorities. The Client Director will lead on the terms of this agreement from the Park Authority's delivery perspective. The Client Director will typically be a different Director of the Park Authority from the Nominated Director, and will not be involved in the governance of the Trust other than from the perspective of oversight of compliance with this Memorandum of Agreement and any grant awards to the Trust issued in their name.

CAIRNGORMS NATIONAL PARK AUTHORITY BOARD

18. As the organisation with statutory responsibility for coordinating development and delivery of the National Park Partnership Plan for the Cairngorms National Park, the Park Authority Board has an interest in the operation of the Trust given its significant contribution to meeting the aims of the National Park, the priorities set out within the NPPP, and the potential for partnership work. The Board will therefore have the capacity to nominate an appointee to the Trust, in addition to the nominated Director, to ensure there are effective linkages in place between these two bodies.
19. The Park Authority Board also accepts responsibility as the corporate body for all responsibilities placed on the organisation as a consequence of its role as accountable body.

REVIEW OF AGREEMENT

20. This operation of this agreement shall be reviewed at least every two years by the Park Authority and the Trust.
21. Where any matters arise relating to expected operations between the Park Authority, either party may communicate that matter to the other party in writing. The Nominated and Client Directors CLAG will work to seek resolution of any matters arising within 30 working days and jointly respond to both parties on the conclusions of its review.

22. Any adopted variations to this agreement shall be in writing, either in the form of jointly adopted addenda to the agreement or in the form of a fully revised and signed agreement.

COMMENCEMENT AND TERMINATION

23. This agreement will take effect on xxxxx.
24. Either party shall be entitled to terminate this agreement on giving 6 months notice in writing to the other parties.
25. Prior to any such notice being issued, and cause which may give rise to a potential notice to terminate must be communicated in writing to the office of the relevant party, stating clearly the issues which could lead to termination and the proposed remedies which could avoid such action. The party making the written representation must allow for at least 6 months for the issues raised and their proposed remedies to be considered and solutions agreed.
26. There is no set date for termination of this agreement. The basis for continuation of this agreement shall be an element of the review of the agreement as provided for by paragraph 20.

ARBITRATION

27. In the event of any dispute under this agreement between the parties a reference shall be made to a single arbiter to be mutually appointed.
28. Failing agreement thereon, a single arbiter shall be chosen by the Client Director for the Park Authority. The decision of any such arbiter will be final and binding.

Signed on behalf of Cairngorms Trust by chair of Trust board

Date:

Signed on behalf of Cairngorms National Park Authority by Client Director

Date:

Document Control

Version	
0	Initial Drafting
0.1	DC draft based on COAT Speyside Way version, 9 Sep 2014 and submitted to LAG 16 Sep
1	Draft following 16 Sep LAG meeting
1.1	DC amendments following LAG discussion. Reordered. Accountable Body terminology. Definitions and review mechanism added. Amendment to termination and arbitration clauses. Numbered. Submitted in Business Plan.
2	Draft following Management Team Meeting 30 October 2014
2.1	DC amendments to para 3 and add in CLAT responsibility for wider “common good fund” type donations following on from CNPA 12 Sep Board and LAG agreement to this direction of travel. Clarification of form of variations to agreement.