



Terms of Reference **North East England Nature Partnership Board**

Introduction

The purpose of the North East England Nature Partnership (hereafter referred to as the NP) is to embed the value of the natural environment into local decision making and work to improve local ecological networks at a landscape scale. The NP facilitates coordinated decision making on the natural environment and members of the NP will act jointly to deliver integrated outcomes that provide a wide range of benefits and ecosystem services. The NP will plan and deliver strategic environmental action enabling the recognition of the value of biodiversity in social and economic as well as environmental terms.

The LNP covers the lowland areas of Northumberland, Newcastle upon Tyne, North Tyneside, Gateshead, South Tyneside, Sunderland, South Tyneside and Durham. See Appendix 1 for a map of the area.

NEENP Vision

‘The North East of England is the best place to be’

NEENP Mission

‘A thriving natural environment providing for a healthier and wealthier North East England’

Principles

- Champion the real value of nature, both the intrinsic worth of landscapes, habitats and species and the economic and social benefits they generate.
- Lead landscape-scale biodiversity enhancements at all levels, delivering integrated outcomes and supporting activities that help to mitigate or adapt to the impacts of climate change.
- Influence decision making by organisations such as the North East Local Enterprise Partnerships (NELEP) and business, raising awareness of the vital services a healthy, natural environment can bring for the economy.
- To promote the natural environment as a means of improving health and well-being within local communities.

NEENP Aims

Through a high level strategic document the NP will deliver 4 aims across 4 work themes; Landscapes and nature, Economy with ecology, Learning naturally and Healthy communities



Landscapes
and Nature

Aim 1: To restore the natural environment at a landscape scale to create a resilient and coherent ecological network in the North East of England that increases our biodiversity resource.



Economy
with Ecology

Aim 2: Achieve economic growth that is environmentally sustainable and intergenerationally fair by demonstrating the value of the natural environment as an employer, wealth creator and an attraction to investors.



Learning
Naturally

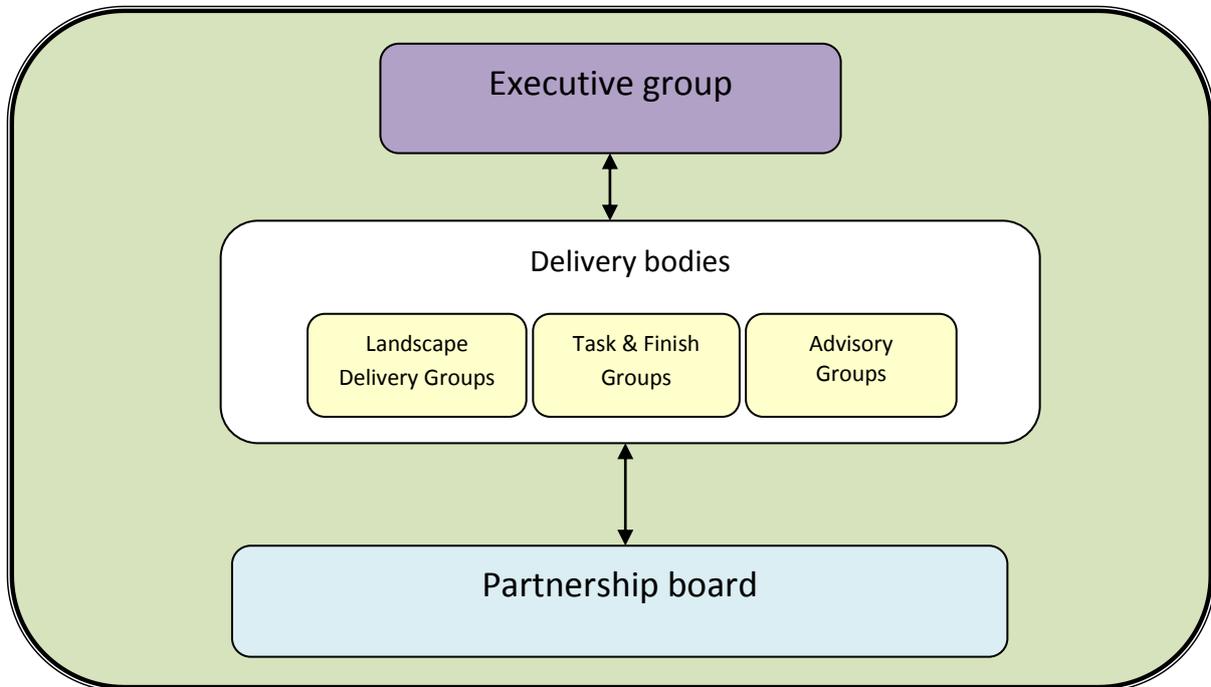
Aim 3: For every child in the North East of England to access outdoor learning throughout their school life to maximise every child's creativity, academic performance and healthy development.



Healthy
Communities

Aim 4: For communities of all ages to have regular access and exposure to biodiverse landscapes that help to enhance health and wellbeing and reduce the costs of long term conditions and social care.

Partnership structure



Composition of the NP

The NP executive, board and Advisory Groups will sit within the Full Partnership enabling free-flowing communication and feedback from all partnership members.

Executive Group

The executive group of the NP will be the final decision making body, a small agile group representing the NP partnership overall. The larger Partnership Board, Natural Environment Group and Advisory Groups will all feed into the executive to facilitate decision making and provide specialist knowledge as required.

Executive representation

Executive group representation:

- The Chairman and both Vice-chairmen
- 1 member from each County Council
- 1 member representing the Tyne and Wear Metropolitan Councils
- 1 member from health sector
- 1 member from tourism sector
- 1 member representing business interests
- 1 member representing Environmental NGOs
- 1 member representing access/community sector

- 1 member representing other partnerships (e.g. RFCC/RBMP/Catchments)
- 1 advisor member from DEFRA agencies
- 1 advisor member from marketing and communications

DEFRA role in executive group

The Environment Agency is to be DEFRA's main representation at executive meetings with Natural England, Forestry Commission and Marine, Rivers Trust and Maritime Organisation required to attend a minimum of 1 meeting each in addition to the Environment Agency. DEFRA to use their executive group role to share plans and provide updates to the executive group. This is to be recognised through an agenda item for each executive meeting.

DEFRA are required to proactively engage the NEENP in their strategies and plans on the role of the NEENP to support DEFRA with consultations, particularly for engagement strategies with DCLG and neca.

Partnership Board

The NP board will comprise of 31 members, each representative will have multiple interests, both thematic and geographical. Members will not represent a single organisation or interest. They will meet twice a year, once at the forum and once midyear to shape strategy and reflect on progress.

Membership of the board will comprise of:

- One Chairman
- Two Vice chairman: North of Tyne & South of Tyne

Board representation - 32

- One member from the water industry
- One member from the 7 local authorities
- One member from health and wellbeing board
- One member from Public Health England
- One member from the North East Local Enterprise Partnership
- Three members from the DEFRA agencies
 - Environment Agency
 - Natural England
 - Forestry Commission
- One member from the communications/ marketing
- One member from the National Trust
- One member from GroundworkNE
- One member from a community group*
- One member representing climate change/ sustainability*
- One member from the Woodland Trust
- Two members from the landowner/ farming community*
- Two member from the extraction industries*
- One member from tourism
- One member from community access
- One member from the SME community
- One member from the Heritage Lottery Fund

- Two members from the Wildlife Trusts
- One member from education
- One member from the culture/ arts sector*

Two members will have non-voting observer status: one representative from a Defra arms length body and one from a major funder.

*position to fill

Advisory Groups

Where required specialist advisory groups will provide guidance to the LNP. Currently one permanent advisory Group is in place, The Natural Environment Group. This group will be responsible for maintaining and updating the Landscape Action Plans (these include BAP information), which will contribute towards the evidence base for the work of the partnership. They will also provide recommendations to the Board on the designation of new Nature Improvement Areas.

Full Partnership

The full partnership will convene at an annual forum, which will provide the opportunity for the full range of organisations involved in the partnership to meet and share knowledge and experiences. The forum will allow partners to contribute to discussions on the future direction of the LNP as well as celebrate the successes and achievements made by the NP.

Task & Finish Groups

Task & finish groups (TFGs) will be created to support the delivery of both the strategic and project aims and objectives of the NP. A board member will be assigned responsibility for a TFG that relates to their expertise and will be accountable for the schedule and the outcome(s) required of the TFG as agreed by the board.

The Capability Foundation

The NEENP will serve as the advisory Board to the Capability Foundation. The Partnership will appoint 3 trustees to register the Capability Foundation expanding to 5 within 12 months. The trustees will represent the different public/private/third sectors and a geographical coverage of the region and aim to be gender balanced. As good governance practice, each Trustee, though appointed by the Board will not be a member of the board. The Trustees, in partnership with the NEENP Executive Board will appoint the staff of The Capability Foundation who will report to the Executive Board in a timely manner who will oversee the strategic direction and hold staff to account.

Executive Board members including the chair and vice-chairs are appointed by the wider NEENP partnership to serve for an agreed term of two years before renewal. The NEENP terms of reference would remain in place and the Capability Foundation Articles of Association would be drafted to reflect the same aims and require the Foundation to continue to broadly reflect the aims and constituency of the partnership even if NEENP itself was to cease to exist.

The NP partners that contributed to the establishment of the Capability Foundation also have voting rights for the Capability Foundation, being founding members of this Associate

Charitable Incorporated Organisation. This affords member's status and allows comment and influence on day to day activities of the Capability Foundation and its work to support the delivery of NP vision for environmental growth.

Capability Foundation Founding Members

- Durham County Council
- Gateshead County Council
- Newcastle City Council
- North Tyneside Council
- Northumberland Council
- South Tyneside Council
- Sunderland Council
- Durham Wildlife Trust
- Northumberland Wildlife Trust

Members Roles

Chairman

(and vice-chairman in the chairman's absence)

To provide leadership for the board, and to act as an influential advocate for the Partnership's vision.

Principal Duties and Responsibilities

- To champion the vision of the North East England Nature Partnership and build support for the aims and priorities of the Partnership.
- To foster a supportive and productive partnership approach to deliver the Partnership's vision.
- To chair meetings of the NP, having regard to agreed procedures.
- Represent the Partnership at appropriate events, meetings or functions.
- Act as a spokesperson for the Partnership where appropriate.
- The Chair should seek to fulfil their duties in a manner that is free from political bias and influence.

Vice-Chairmen

- To champion the vision of North East England Nature Partnership and build support for the aims and priorities of the Partnership, specifically for their locality.
- To foster a supportive and productive partnership approach to deliver the Partnership's vision.

- To chair meetings of the NP, having regard to agreed procedures in the absence of the chairman.
- Represent the Partnership at appropriate events, meetings or functions.
- Act as a spokesperson for the Partnership where appropriate.
- The Vice-Chairmen should seek to fulfil their duties in a manner that is free from political bias and influence.

Executive/ Board Members

To assist the NP in developing and delivering its aims and objectives by:

- Contribute to identifying priority actions and setting targets for the partnership, utilising existing knowledge, contacts and methods available to their group or organisation.
- Contribute to the development and implementation, monitoring and evaluation of partnership policies, strategies and action plans.
- Work to influence the strategies and plans of relevant organisations and groups in order to complement the aims and purpose of the NP.
- Represent the NP and its objectives at public meetings, events, workshops and conferences as and when necessary and, promote and champion the work of the NP.
- Operate in an open, accessible, responsive and accountable manner and represent the interests of their sector at Partnership meetings.
- Report back to their organisation or partners on the outcome of NP meetings.
- Ensure they conduct themselves in a way that promotes a culture of mutual respect.
- Promote equality of opportunity in the work of the NP.

Where appropriate Board members will also:

- Act as a link between the NP board and the Landscape Delivery Groups.
- Act as a link between the NP and other local authority partnerships to assist in developing a strategic vision based on a real understanding of need.

Operational arrangements

All groups within the NP will be expected to work in line with the operation arrangements below:

- The executive will meet four times per year to set strategic direction, the vision for environmental growth and monitor progress.
- The board will meet twice a year to review progress and horizon scan for next years plan.
- All partner organisations should ensure that appropriate representatives attend meetings and identified representative must attend 50% of meetings and send a representative to those you cannot attend.
- Where no majority consensus is reached, the Chair will place a casting vote.
- The Chair sits for 2 years and can be re-elected up to 3 times.
- Terms of Reference will be reviewed annually including membership of the Board.
- All members can request an item for consideration to go on the agenda.
- The Natural Environment Group has items added to the agenda via Natural Environment Group Officer.
- The board can temporarily co-opt a new board member with particular expertise.
- The agenda and supporting reports will be circulated at least one week in advance.
- Past agenda, minutes and reports will be available to the public.
- From the funds raised annually each year 10-15% will be used to contribute to the Capability Foundation's operating costs and 15-20% will be used for in year projects to allow the foundation to begin to support landscape enhancements in the short and medium term.
- iiE income will cover the majority of the foundation's operating costs and any income above total annual operating costs and holding a 12 months operating surplus will be transferred to the foundation's fund . Transfer of funds is to be proposed by the executive group of the Nature Partnership and approved by the trustees of the Capability Foundation.

Appendix 1 – Map of Partnership Area



Memorandum of Understanding
Between the Organisations forming the Board of the North East England Nature
Partnership

Purpose of Memorandum

The purpose of this Memorandum is to underpin the development of the North east England Nature Partnership (NP). The Memorandum is in place to guide the organisations, and their nominated Board members, that are coming together to create a board to develop the environmental vision and priorities for action of the LNP. The organisations and their nominated Board members are listed below:

| | Organisation | Name |
|----|---|-------------------------------|
| 1 | Banks Group | Philip Baker |
| 2 | City of Sunderland Council | Daniel Hattle |
| 3 | County Durham Local Access Forum | Geoff Hughes |
| 4 | Durham County Council | Stuart Timmiss/Steve Bhowmick |
| 5 | Durham Wildlife Trust | Jim Cokill |
| 6 | Environment Agency | Clare Steward |
| 7 | Forestry Commission | Richard Pow |
| 8 | Gateshead Council | Neil Wilkinson |
| 9 | Groundwork North East | Chris Watson |
| 10 | Health representative | Alice Welsh & David Gardiner |
| 11 | Heritage Lottery Fund | Ivor Crowther |
| 12 | Intimation Creative | Andy Smith |
| 13 | Intimation Creative Design | Andy Smith |
| 14 | Landowner representative | To be determined |
| 15 | National Trust | To be appointed |
| 16 | Natural England | Mark Usher |
| 17 | Newcastle City Council | Kate Lawless – tbc |
| 18 | North East Local Enterprise Partnership | James Davies |
| 19 | North Tyneside Council | To be appointed |
| 20 | Northumberland County Council | Mark Ketley/ David Feige |
| 21 | Northumberland Tourism | Jude Leitch |
| 22 | Northumberland Wildlife Trust | Mike Pratt |
| 23 | Northumbrian Water | To be determined |
| 24 | Rivers Trust | To be appointed |
| 25 | RSPB | Amanda Miller |

| | | |
|----|--|------------------------|
| 26 | South Tyneside Council | Andrew Whittaker |
| 27 | Woodland Trust | Richard O'Callaghan |
| 28 | <i>Community Group</i> | <i>To be determine</i> |
| 29 | <i>Arts/ Culture</i> | <i>To determined</i> |
| 30 | <i>Climate change & sustainability</i> | <i>To determined</i> |
| 31 | <i>Education</i> | <i>To determined</i> |
| 32 | <i>SME business</i> | <i>To determined</i> |

The Memorandum sets out matters of agreed principle and policy, reflecting the spirit of co-operation between the parties, but it is not intended to be legally binding. The parties involved may, but are not obliged to, enter into separate formal legally binding agreements in relation to their various joint activities, which will fully document the rights and obligations on each side.

Aims

The organisations and their nominated Board members listed above agree in good faith to work together to:

- develop an vision for environmental growth for the NP;
- devise prioritised actions intended to deliver the NP vision;
- deliver, where appropriate, activities designed to fulfil the environmental vision of the NP;
- promote the work of the NP to the widest possible audience;
- encourage others, whether within their own organisation or outside agencies and individuals, to deliver activities designed to fulfil the environmental vision of the NP.

Commitment

In order to achieve the desired aims the organisations listed above commit to:

- abide by decisions made by the NP Executive and Board;
- provide a nominated Board member who will be responsible in practice for ensuring effective liaison with the NP preserving the underpinning principles outlined here and maintaining an overall perspective on developments initiated through this Memorandum;
- ensure that all activity is conducted in an orderly manner, reflects the strengths of the parties, and where possible is complementary, drawing on their respective missions and corporate plans;
- meet further commitments specific to their organisation (if any) as identified in the appendix to this document.

General



- The parties shall be entitled to use the name and logo of the NP in order to facilitate delivery of the aims and commitments proposed by this Memorandum.
- This Memorandum shall expire on the date that is 5 (five) years after the date of execution, but may be terminated earlier than that date at any time by any party upon the giving of 12 (twelve) week's written notice to the others.
- Whilst it is anticipated that the partnership will run smoothly should a dispute arise, partners will make every reasonable endeavour to secure a mutually satisfactory resolution to the issue. Where the partners are still unable to achieve consensus on any issue, then the matter will be referred to the executive group who will act as an arbiter.
- Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party.
- The terms of this Memorandum may be amended at any time by agreement in writing between all the parties.
- The parties irrevocably agree that this Memorandum and any disputes arising under or in any way connected with the subject matter or formation of this Memorandum shall be governed by and construed in accordance with English law. Each party submits to the exclusive jurisdiction of the courts of England and Wales in relation to any disputes or other matters arising out of or in connection with this Memorandum.

Signed on behalf of.....

Signatory.....

Print name.....

Date.....