

**Neath Port Talbot County Borough Council**  
**Cyngor Bwrdeistref Sirol Castell-nedd**

**Democratic Services**  
**Gwasanaethau Democrataidd**

## **Decision Notice**

### **REGENERATION AND SUSTAINABLE DEVELOPMENT CABINET** **BOARD - URGENCY ACTION , TUESDAY, 20TH APRIL, 2021**

Please see below approval of decision as follows:

1. **Lost Peatlands Project - 95TD - Urgency Action** (Pages 3 - 80)

Lost Peatlands of South Wales Project: National Lottery Heritage Fund Grant Offer.

That having had due regard to the Integrated Impact Assessment, it be agreed that:

1. The Director of Environment and Regeneration, Head of Planning and Public Protection and any officers so designated by them be authorised to accept the offer of funding from National Lottery Heritage Fund, and the terms under which the funding is offered, for the delivery of the Lost Peatlands of South Wales Project.
2. Commencement of the project (and any grant spend) be agreed to be conditional upon all other project Delivery Partners signing a partnership agreement, as set out in the draft included in Appendix 2 to the attached report.

#### **For Immediate Implementation**

Yours sincerely

Tammie Davies

p.p Chief Executive

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Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## NEATH PORT TALBOT COUNCIL

### Regeneration and Sustainable Development Cabinet Board 19 April 2021

#### Report of the Head of Planning and Public Protection Ceri Morris

#### Matter for Decision

**Wards Affected:** Glyncorwg, Cymmer and Gwynfi

#### **Lost Peatlands of South Wales Project: National Lottery Heritage Fund Grant Offer**

#### Purpose of the Report

That Members authorise the Director of Environment and Regeneration, Head of Planning and Public Protection to accept the offer of funding from National Lottery Heritage Fund and the terms under which the funding is offered, for the delivery of the Lost Peatlands of South Wales Project.

#### Executive Summary

The Lost Peatlands of South Wales Project has successfully completed a development phase funded by National Lottery Heritage Fund. The project has been offered further funding to implement the 4-year delivery phase of the project.

The offer of grant funding from National Lottery Heritage Fund is £1.53million with total project cost of over £2.8million.

Authority is sought to accept the offer of funding from National Lottery Heritage Fund to deliver the 4-year delivery phase of the Lost Peatlands of South Wales Project.

#### Background

Working in partnership with Rhondda Cynon Taf Council, Natural Resources Wales, Coed Lleol and Swansea University, the Lost Peatlands of South Wales Project aims to deliver a landscape scale environmental and community-based project in the Upper Afan and Rhondda Valleys. It will restore habitats, especially peat bogs, and reconnect people with their local landscape whilst encouraging better health and well-being. People will be able to gain new skills and school children will have opportunities for outdoor and environmental learning.

Since receiving initial development funding in 2019, the Lost Peatlands of South Wales project has been developed by the partnership. Investigations into opportunities to deliver environmental and community benefits have been undertaken that build on and expand the reach of the Pen y Cymoedd Wind Farm Habitat Management Fund, which forms the main match-funding source for the project.

A great deal of environmental survey and assessment has been undertaken alongside community consultation as well as trials of outdoor health and well-being activities, peat bog restoration and community education activities. All of this investigatory work has informed the development of the Lost Peatlands project and culminated in the submission of an application for delivery funding to the National Lottery Heritage Fund with Neath Port Talbot Council acting as lead for the partnership.

Some of the key outcomes of the project include 350,000 tonnes of carbon stored, which is the equivalent of over 5 million trees planted and grown for 10 years; creation of a 30km long new walking route – the peatland way; 491 hectares of habitat managed or restored; 588 people trained; 7 schools participating in outdoor learning; 176 people attending health and well-being sessions; over 580 volunteer days contributing to the project.

The project will deliver against the duties and requirements of the Environment (Wales) Act 2016 and Wellbeing of Future Generations (Wales) Act 2015 and particularly will aid the Council's response to the climate and biodiversity emergencies.

## **Funding Offer**

On 26<sup>th</sup> March 2021 an offer of £1.53million funding was received from National Lottery Heritage Fund. The overall project cost is over £2.8million (including all the match-funding).

The offer of funding is reliant upon the acceptance of the grant terms and conditions (see Appendix 1), including documentation of the approval to agree to the offer of funding within 21 days of the receipt of the offer letter.

## Financial Impacts

The funding offered by National Lottery Heritage Fund is £1.53million. Match-funding from all main partners is a requirement to secure the National Lottery Heritage Fund monies. The Council will contribute £8,000 cash (equivalent to £2,000 for each year of the project), a small contribution towards the overall project budget.

All other project costs are externally funded with funding also being contributed by each of the other partners as well as Vattenfall with the full project cost of over £2.8million.

The project will not be able to be implemented without the above mentioned funding.

## Integrated Impact Assessment

A first stage assessment has been undertaken to assist the Council in discharging its legislative duties under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016.

The first stage assessment (see Appendix 3), has indicated that a more in-depth assessment is not required. A summary is included below:

- **Equalities** – community activities proposed in the project are designed to be inclusive. Monitoring will allow project activities to be tailored to groups where needed. Health and Well-being sessions and provision of equipment to promote disabled access will improve opportunities for less abled groups.
- **Socio Economic Disadvantage** – the project particularly focusses on an area of high deprivation. The project includes opportunities for training and skills development and improving employability for people in highly deprived communities. The project also includes community activities and volunteering and health and well-being sessions that will encourage people to gain more confidence.
- **Community Cohesion / Social Exclusion / Poverty** – the project includes community activities, health and well-being sessions and volunteering encouraging stewardship, community cohesion and tackle social exclusion. Training and skills development will provide opportunities for people to improve employability.
- **Welsh** – new interpretation and information about the project and landscape will be provided in English and Welsh.

- **Biodiversity** – large areas of habitats supporting species will be managed or restored (particularly peat bog) ensuring ecosystem resilience is improved.
- **Well-being of Future Generations** – through partnership working the project will improve the environment and provide beneficial outcomes for people for the long-term. This meets numerous well-being objectives and the 5 ways of working.

## **Valleys Communities Impacts**

The project will deliver positive impacts for the Valley Communities of the Upper Afan Valley (and Upper Rhondda Valley). The project includes opportunities for improvements to local environments, training and skills development for local people, outdoor learning opportunities for local schools as well as activities intended to promote better health and well-being.

## **Workforce Impacts**

The grant offer includes funding for project staff and three new posts (i.e. Project Manager; Community and Education Officer; trainee) will be created as well as ensuring that two other existing posts can be sustained (Ecologists 2x part-time). Some in-kind staff time will be used as match-funding but this is consistent with the current remit and capacity of the Countryside and Wildlife Team.

## **Legal Impacts**

The acceptance of the grant offer will contract the Council to the terms and conditions of the grant (Appendix 1). The project will also be delivered in partnership and will also tie the Council to a partnership agreement (refer to Appendix 2).

The project will contribute to the Council's delivery of the Biodiversity Duty under the Environment (Wales) Act 2016 and the Well-being of Future Generations (Wales) Act 2015.

## **Risk Management Impacts**

Failing to agree to the offer of funding will result in the project not being able to be undertaken. This will risk partnership working relationships with the partners and poor public relations in the local communities that were involved in the consultations and trials during the development phase.

The acceptance of the grant will mean that the Council accepts lead responsibility for delivery of the project in line with the terms and conditions of

the grant. Risks associated with partner delivery is recognised but will be limited via a partnership agreement.

General project risk management forms a key part of the project management. Various risks have been identified and mitigation set out to address these in the project bid and an appropriate financial contingency built in.

## **Consultation**

A great deal of consultation was undertaken with local communities, groups and general public to aid design and development of the project prior to submission of the application for funding. This included an online questionnaire, use of social media, direct discussions with local groups and organisations.

## **Recommendations**

Having had due regard to the Integrated Impact Assessment, it is recommended that:

1. The Director of Environment and Regeneration, Head of Planning and Public Protection and any officers so designated by them are authorised to accept the offer of funding from National Lottery Heritage Fund and the terms under which the funding is offered, for the delivery of the Lost Peatlands of South Wales Project.
2. Commencement of the project (and any grant spend) is agreed to be conditional upon all other project Delivery Partners signing a partnership agreement, as set out in the draft included in Appendix 2.

## **Reasons for Proposed Decision**

To ensure that the Council contributes to the requirements of the Environment (Wales) Act 2016 and Well-being of Future Generations (Wales) Act 2015 and particularly in relation to the climate and biodiversity emergencies.

To ensure the Council can deliver an aspiration landscape-scale partnership project that will deliver benefits for the environment and people of the Afan Valley and beyond.

## **Implementation of Decision**

The decision is proposed for implementation immediately.

## **Appendices**

Appendix 2 – Draft Partnership Agreement

Appendix 3 – Integrated Impact Assessment (IIA) First Stage Assessment

### **List of Background Papers**

Lost Peatlands Project Overview

### **Officer Contact**

Lana Beynon – Planning Policy Manager

Tel: 01639 686314 / Email: [l.beynon@npt.gov.uk](mailto:l.beynon@npt.gov.uk)

## **Appendix 3 – Integrated Impact Assessment (IIA)**

This Integrated Impact Assessment considers the duties and requirements of the following legislation in order to inform and ensure effective decision making and compliance:

- Equality Act 2010
- Welsh Language Standards (No.1) Regulations 2015
- Well-being of Future Generations (Wales) Act 2015
- Environment (Wales) Act 2016

### **Version Control**

<b>Version</b>	<b>Author</b>	<b>Job title</b>	<b>Date</b>
Version 1	Rebecca Sharp	Countryside and Wildlife Team Leader	13 <sup>th</sup> April 2021

### **1 Details of the initiative**

<b>1a</b>	<b>Title of the Initiative: Lost Peatlands of South Wales Project</b>
<b>1b</b>	<b>Service Area:</b> Countryside and Wildlife
<b>1c</b>	<b>Directorate:</b> Environment
<b>1c</b>	<b>Summary of the initiative:</b> Working in partnership with Rhondda Cynon Taf Council, Natural Resources Wales, Coed Lleol and Swansea University, the Lost Peatlands of South Wales Project aims to deliver a landscape scale environmental and community-based project in the Upper Afan and Rhondda Valleys. It will restore habitats, especially peat bogs, and reconnect people with their local landscape whilst encouraging better health and wellbeing. People will be able to gain new skills and schoolchildren will have opportunities for outdoor and environmental learning.
<b>1d</b>	<b>Is this a ‘strategic decision’?</b> No
<b>1e</b>	<b>Who will be directly affected by this initiative?</b> Public and Staff, especially public and school children in the upper Afan Valley
<b>1f</b>	<b>When and how were people consulted?</b> During the development phase of the project (summer 2019- winter 2020) the public, local

	<p>groups and organisations were consulted through various means. Communities in the Upper Afan and Rhondda Valleys that are considered deprived were the particular focus for the project.</p> <p>Before lockdown we did manage to do some in person engagement and pilot activities including a project launch event – a Wild Blitz- and most of a health and wellbeing pilot programme as well as presentations and meetings with some community groups. These events and activities were very successful and provided useful feedback.</p> <p>Unfortunately covid restricted our ability to continue to engage with people in-person. But we still successfully engaged with people remotely through digital means –including (click).</p> <ul style="list-style-type: none"> <li>• an online questionnaire</li> <li>• Social media</li> <li>• online activities, including webinar programme and health and wellbeing sessions</li> <li>• schools activity sheets.</li> <li>• We also held stakeholder consultations, a Theory of Change Workshop and directly consulted local groups such the Afan environment conversation group and welcome to our woods.</li> </ul> <p>We also had conversations with a number of local people including the local pub owner in Glyncoed and local historians. Plus numerous residents via social media messages, as well as direct conversations with local companies such as Vattenfall.</p>
Page 10	<p><b>What were the outcomes of the consultation?</b> The consultation results have informed the content and design of the community activities proposed during the next delivery phase. The consultation produced a great deal of insight but here’s just a few highlights:</p> <p>People are really supportive and keen for the project to take place.</p> <p>The landscape, heritage and natural environment were identified as significant assets. Visitor research shows outdoor activities and enjoying local landscapes are the main drivers for visiting whilst health and wellbeing is also a key motivator.</p> <p>The project area engenders strong largely positive emotions. This is also reflected in some of the stories and memories we have collected so far with many of the older generation retelling fond memories of their childhood experiences. Some of the historical stories people have told us also demonstrate the sense of humour of the valleys communities.</p> <p>The full project landscape is not well-explored because people just do not know where to go, they need a reason to visit the top of the project area as it is quite steep and unwelcoming, clearer signage and information is required. Whilst knowledge of the area a place to visit is quite high, frequent visitation is significantly lower, suggesting the need to increase interest.</p> <p>Better walking routes appears to be particularly important for people to use the area more.</p> <p>We found good public interest in engaging with project activities, as part of regular events, well-being activities, training and volunteering, with particular interest in nature and walking. A desire for family activities and sessions also appeared important and 7 schools in the project area are committed to engaging in outdoor learning opportunities.</p>

## 2. Evidence

## What evidence was used in assessing the initiative?

During the development phase we undertook a great deal of research and survey to inform the project evolution. We reviewed the wealth of current information and consultation results available such as wellbeing assessments, rights of way improvement plans, visitor research (national and local), evaluation of Coed Lleol Actif Woods Health and wellbeing programme, peatland research. We also undertook ecological, hydrological and archaeological surveys and we trailed restoration techniques. Ensuring lessons learnt have informed our proposals.

### 3. Equalities

a) How does the initiative impact on people who share a **protected characteristic**?

Protected Characteristic	+	-	+/-	Why will it have this impact?
Age	+			Community activities proposed in the project are varied and aim to cater for all ages. Following consultation results specific activities have also been included aimed at young families and school children. Community activities offered are designed to be flexible to adapt to any specific needs of a particular group.
Disability	+			Specific proposals have been included in the project to improve access to outdoor sites by people less abled e.g. equipment to convert wheelchair to off-road able.
Gender reassignment			+	Community activities proposed in the project are designed to be inclusive
Marriage & civil partnership			+	Community activities proposed in the project are designed to be inclusive
Pregnancy and maternity			+	Community activities proposed in the project are designed to be inclusive
Race			+	Community activities proposed in the project are designed to be inclusive. Opportunities for volunteer ambassadors are included to specifically address any engagement issues with any particular group and community activities offered are designed to be flexible to adapt to any specific needs of a particular group.
Religion or belief			+	Community activities proposed in the project are designed to be inclusive. Opportunities for volunteer ambassadors are included to specifically address any engagement issues with any

				particular group and community activities offered are designed to be flexible to adapt to any specific needs of a particular group.
Sex			+	Community activities proposed in the project are designed to be inclusive
Sexual orientation			+	Community activities proposed in the project are designed to be inclusive

**What action will be taken to improve positive or mitigate negative impacts?**

Community activities proposed in the project are designed to be inclusive. Opportunities for volunteer ambassadors are included to specifically address any engagement issues with any particular group and community activities offered are designed to be flexible to adapt to any specific needs of a particular group. Monitoring of activities and overall project will allow us to identify if any particular groups are not engaging with the project and allow us to make necessary changes e.g. use of project ambassadors, targeted events, closed group sessions. Communities will have a voice via a stakeholder group to ensure activities offered reflect local people's needs and wants.

680 How will the initiative assist or inhibit the ability to meet the **Public Sector Equality Duty**?

<b>Public Sector Equality Duty (PSED)</b>	<b>+</b>	<b>-</b>	<b>+/-</b>	<b>Why will it have this impact?</b>
To eliminate discrimination, harassment and victimisation			+	Community activities proposed in the project are designed to be inclusive.
To advance equality of opportunity between different groups			+	Community activities proposed in the project are designed to be inclusive.
To foster good relations between different groups			+	Community activities proposed in the project are designed to be inclusive.

**What action will be taken to improve positive or mitigate negative impacts?**

Community activities proposed in the project are designed to be inclusive. Opportunities for volunteer ambassadors are included to specifically address any engagement issues with any particular group and community activities offered are designed to be flexible to adapt to any specific needs of a particular group. Monitoring of activities and overall project will allow us to identify if any particular groups are not engaging with the project and allow us to make necessary changes e.g. use of project ambassadors, targeted events, closed group sessions. Communities will have a voice via a stakeholder group to ensure activities offered reflect local people's needs and wants.

#### 4. Socio Economic Duty

Impact	Details of the impact/advantage/disadvantage
Positive/Advantage	The project particularly focusses on an area of high deprivation. Project includes opportunities for training and skills development, improving employability for people in highly deprived communities. Project includes community activities and volunteering and health and wellbeing sessions that will encourage people to gain more confidence.
Negative/Disadvantage	N/A
Neutral	N/A

#### What action will be taken to reduce inequality of outcome

Monitoring of activities and overall project will allow us to identify if any particular groups are not engaging with the project and allow us to make necessary changes e.g. use of project ambassadors, targeted events, closed group sessions. Communities will have a voice via a stakeholder group to ensure activities offered reflect local people's needs and wants.

#### 5. Community Cohesion/Social Exclusion/Poverty

	+	-	+/-	Why will it have this impact?
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Community Cohesion	+			Project includes community activities and volunteering encouraging socialisation and working together to deliver common goals – environmental improvement. This will engender stewardship and community cohesion.
Social Exclusion	+			Project includes community activities including health and wellbeing programmes that focus on inclusivity and encouraging people and groups to get involved and gain benefits e.g. socialisation, health and well-being improvements. All aim to reduce social exclusion.
Poverty	+			Project includes opportunities for training and skills development, improving employability for people in highly deprived communities.

### What action will be taken to improve positive or mitigate negative impacts?

Project and activity monitoring will be undertaken. This will inform any changes needed to ensure people can benefit from the project activities. Communities will have a voice via a stakeholder group to ensure activities offered reflect local people's needs and wants.

## 6. Welsh

	+	-	+/-	Why will it have this effect?
What effect does the initiative have on: - people's opportunities to use the Welsh language	+			New interpretation and information about the project and landscape will be provided in English and Welsh – giving people to use the Welsh Language.
- treating the Welsh and English languages equally	+			New interpretation and information about the project and landscape will be provided in English and Welsh

**What action will be taken to improve positive or mitigate negative impacts?**

Project and activity monitoring will be undertaken. This will inform any changes needed to project delivery to ensure the use of the Welsh Language reflect local needs. Communities will have a voice via a stakeholder group to ensure the project reflects local people's needs and wants.

**7. Biodiversity**

How will the initiative assist or inhibit the ability to meet the **Biodiversity Duty**?

Biodiversity Duty	+	-	+/-	Why will it have this impact?
To maintain and enhance biodiversity	+			491ha of upland habitats will be managed or restored, supporting numerous S7 and protected species.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.	+			Peat bogs will be restored that will provide significant carbon storage and have a positive response to the climate emergency. The restoration of habitats, especially peat bogs will result in water improvement in relation to flow and quality, reducing peak flows in flood events and improve water quality in our Rivers. Habitat management will also reduce fire risk as the fuel load is reduced. Through habitat management across the upland landscape the ecosystem resilience of such habitat and the species they support will be promoted.

**What action will be taken to improve positive or mitigate negative impacts?**

The efficacy of the habitat restoration will be monitored by Swansea University, ensuring lessons learnt will be incorporated into best practice across Wales. Habitat management will be adaptive and will be able to be altered in light of monitoring results.

## 8. Well-being of Future Generations

How have the five ways of working been applied in the development of the initiative?

Ways of Working	Details
<p>i. <b>Long term</b> – looking at least 10 years (and up to 25 years) ahead</p>	<p>The project includes the restoration of habitats to functioning ecosystems that will be more resilient in the long term. By training and supporting local communities we can sustain ongoing management and monitoring of the project outcomes whilst providing people and children with new skills and knowledge that will aid them in the long term</p>
<p>ii. <b>Prevention</b> – preventing problems occurring or getting worse</p>	<p>By educating local people and schoolchildren we hope to reduce the effect of anti-social behaviour on our local environments e.g. from fire. Through restoring peat bogs we can help sequester carbon contributing to the response to the climate emergency. Through better habitat management we can encourage the recovery of declining biodiversity.</p>
<p>iii. <b>Collaboration</b> – working with other services internal or external</p>	<p>The project will be delivered through a partnership with RCTC, NRW, Coed Lleol and Swansea University.</p>
<p>iv. <b>Involvement</b> – involving people, ensuring they reflect the diversity of the population</p>	<p>During the development phase of the project (summer 2019- winter 2020) the public, local groups and organisations were consulted through various means. This has informed the design of community activities, including training and volunteering. Communities will have a voice via a stakeholder group to ensure the project reflects local people’s needs and wants</p>
<p>v. <b>Integration</b> – making connections to maximise contribution to:</p>	<p>The project is multi-disciplined and aims to engage people with their local environment whilst gaining new skills and knowledge.</p>

<p><b>Council's well-being objectives</b></p>	<p>To improve the well-being of children and young people          To improve the well-being of all adults who live in the county borough          The project includes specific activities aimed at improving local people (adults and children) health and wellbeing.          To develop the economy and the environment so that the well-being of people can be improved          The project will deliver environmental improvements throughout the landscape. It also will deliver training and skills development for people to learn about and from their environment.</p>
<p><b>Other public bodies objectives</b></p>	<p><b>PSB</b>          Support children in their early years, especially children at risk of adverse childhood experiences.          Create safe, confident and resilient communities, focussing on vulnerable people          The project will provide outdoor learning opportunities for children and provide opportunities for communities to get involved in volunteering as well as health and wellbeing sessions.          Recognise and promote green infrastructure, how green infrastructure can support the economic, social and cultural well-being of the people of Neath Port Talbot          The project will deliver landscape scale habitat management and restoration whilst supporting community involvement, training and learning.</p>

## 9. Monitoring Arrangements

Provide information on the monitoring arrangements to:

Monitor the impact of the initiative on Equalities, Community Cohesion, the Welsh Measure, Biodiversity Duty and the Wellbeing Objectives.

A Monitoring and Evaluation Strategy has been developed for the project and this sets out how we will measure the overall success of the project, through the assessment of the activities delivered and restoration and management works completed. We will assess what the project has achieved in line with its aims and objectives and the National Heritage Lottery outcomes, and will measure the success of the two main aspects of the project, the condition of the natural environment within the project area and the people and communities engaged with the project. The approach to monitoring and evaluation will be led by the project team, partners and external independent contractor. We will embed monitoring and valuation into our activity and capital works delivery.

The aims of the monitoring and evaluation:

- Meet NLHF reporting requirements – this will help the project team to report to NLHF in accordance with current guidance.
- Ongoing Feedback on project activities – this will help to steer the project, ensuring staff can keep an eye on project outputs and respond if something is not working.

- Evidence the project impact – is the whole project success? Are individual activities/works working? What difference are we making to the heritage and the people? Are we achieving our aims and objectives?
  - Disseminate lesson learnt – informing best practice in Wales and beyond, especially for peatland restoration.
  - Facilitate future projects – providing information about project lessons we can build on these to promote sustainability of activities and project impacts and allow the partnership to plan for future projects.
- The evaluation of will enable the project team to manage activity and works in the best and most effective way, whilst providing feedback on what is being achieved and how this can inform future projects.

This approach to monitoring will provide suitable data to evaluate the project against funding outcomes as well as the Equalities, Community Cohesion, the Welsh Measure, Biodiversity Duty and the Wellbeing Objectives.

## 10. Assessment Conclusions

Please provide details of the conclusions reached in relation to each element of the assessment:

Page 18	Conclusion
<b>Equalities</b>	Community activities proposed in the project are designed to be inclusive. Monitoring will allow project activities to be tailored to groups where needed. Health and Wellbeing sessions and provision of equipment to promote disabled access will improve opportunities for less abled groups. Recommendation is to continue with the project as planned.
<b>Socio Economic Disadvantage</b>	The project particularly focusses on an area of high deprivation. Project includes opportunities for training and skills development, improving employability for people in highly deprived communities. Project includes community activities and volunteering and health and wellbeing sessions that will encourage people to gain more confidence. Recommendation is to continue with the project as planned.
<b>Community Cohesion/ Social Exclusion/Poverty</b>	Project includes community activities, health and wellbeing sessions and volunteering encouraging stewardship, community cohesion and tackle social exclusion. Training and skills development will provide opportunities for people to improve employability. Recommendation is to continue with the project as planned.
<b>Welsh</b>	New interpretation and information about the project and landscape will be provided in English and Welsh. Recommendation is to continue with the project as planned.

<b>Biodiversity</b>	Large areas of habitats supporting species will be managed or restored (particularly peat bog) ensuring ecosystem resilience is improved. Recommendation is to continue with the project as planned.
<b>Well-being of Future Generations</b>	Through partnership working the project will improve the environment and provide beneficial outcomes for people for the long-term. This meets numerous wellbeing objectives and 5 ways of working. Recommendation is to continue with the project as planned.

### Overall Conclusion

Please indicate the conclusion reached:

**Continue** - as planned as no problems and all opportunities have been maximised

**Make adjustments** - as potential problems/missed opportunities/negative impacts have been identified along with mitigating actions

**Justification** - for continuing with the initiative even though there is a potential for negative impacts or missed opportunities

**STOP** - redraft the initiative as actual or potential unlawful discrimination has been identified

Please provide details of the overall conclusion reached in relation to the initiative

Through partnership working the project will improve the local environment and provide beneficial outcomes for people in highly deprived areas for the long-term. Inclusive community activities proposed will provide local people opportunities to get involved and through training and volunteering people can gain employable skills and confidence. Activities will also bring people together engendering stewardship and appreciation of their community and local environment. This alongside education will help to reduce anti-social behaviour such as wildfires. New interpretation and information about the project and landscape will be provided in English and Welsh and will provide people with opportunities to use the welsh language as well as learn about the local landscape. Habitats, especially peatlands, will be managed and restored contributing to the Council response to the biodiversity and climate emergencies. Over a landscape scale ecosystem resilience will be improved promoting carbon sequestration. Overall, the project will deliver wide ranging positive outcomes for people and environment including in relation to Equalities, Community Cohesion, Welsh Language, Biodiversity Duty and the Wellbeing Objectives.

### 11. Actions

What actions are required in relation to obtaining further data/information, to reduce or remove negative impacts or improve positive impacts?

Action	Who will be responsible for seeing it is done?	When will it be done by?	How will we know we have achieved our objective?
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Project monitoring and evaluation	Lost Peatlands Partnership (Countryside and Wildlife Team Leading)	Over the 4 years project delivery	Final evaluation report
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## 12. Sign off

	Name	Position	Date
Completed by	Rebecca Sharp	Countryside and Wildlife Team Leader	14 <sup>th</sup> April 2021
Signed off by	Ceri Morris	Head of Planning and Public Protection	16 <sup>th</sup> April 2021

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24 March 2021

**Our Ref: OL-18-06271**

Rebecca Sharp  
Ecologist  
Neath Port Talbot County Borough Council  
The Quays, Baglan Energy Park  
Brunel Way  
Briton Ferry  
Neath  
SA11 2GG

Dear Rebecca,

### **Lost Peatlands of South Wales Project / Prosiect Adfer Mawndiroedd De Cymru**

Congratulations, your Application has now been assessed, and I am pleased to confirm that we will offer you a Delivery Grant of up to £1,563,000 - (one million, five hundred and sixty three thousand pounds, 56% of the total approved project work cost of £2,804,847) towards the Delivery Phase of the above Project which is set out in the Approved Purposes in part 1 of this letter.

The percentage above is known as your Grant Percentage. As your Approved Project Costs include non-cash contributions and/or volunteer time, we have also calculated the percentage of cash that we will be contributing towards the Project. We describe this as the Payment Percentage and for your Project this will be 66%. More information on this can be found within the Receiving a Grant guidance.

Part 1 of this letter deals with the legal aspects of the Delivery Grant that we are offering.

Part 2 of this letter sets out how we will work with you during the Delivery Phase of your Project.

### **Part 1 – The Legal Section**

**Project Reference Number:** OL-18-06271

**Grant Amount Awarded:** £1,563,000.

#### **Grant Contract – made up of:**

- Grant Notification Letter;
- Standard Terms of Grant;
- Any Additional Grant Conditions; and
- Signed Permission to Start Form.

### **Grantee name and address:**

Neath Port Talbot County Borough Council  
The Quays, Baglan Energy Park  
Brunel Way  
Briton Ferry  
Neath  
West Glamorgan  
SA11 2GG

### **Approved Purposes**

You will need to deliver your Project in line with the proposals set out in your Application. We will monitor your progress against the following Approved Purposes which we agreed to support:

#### **Approved Purposes:**

- Undertake habitat restoration and management as described in the application and supporting documents;
- Develop and contribute to best practice as described in the application and supporting documents;
- Improve access to the area as described in the application and supporting documents;
- Facilitate learning through work with schools;
- Provide formal and informal learning and training opportunities;
- Deliver engagement activities focused on health wellbeing and communities as described in the application and supporting documents;
- Manage and support volunteering activities as described in the application and supporting documents;
- Promotion and awareness-raising of the local area, natural heritage;
- Undertake project evaluation as described in the application and supporting documents;
- High visibility acknowledgement of the National Lottery Heritage Fund on site, online and in all activities;
- Deliver a plan for how you will use your project to thank National Lottery players for their support.

### **Delivery Grant: Approved Project Costs**

The attached Appendix 1 sets out the Approved Project Costs to which the National Lottery Heritage Fund has agreed to contribute, along with any partnership funding.

If you spend less on your Project than the Approved Project Costs, we will reduce the final Grant payment. The amount will be in proportion to our Grant contribution.

### **Standard Terms of Grant**

We will pay you the Grant subject to you complying with:

- the Standard Terms of Grant set out in Appendix 2;
- the Additional Grant Conditions set out below; and
- the conditions and requirements set out in the document entitled Receiving a Grant.

### **Additional Grant Conditions**

In addition to our Standard Terms of Grant you must observe the following Additional Grant Conditions in respect of the Delivery Phase of your Project: **Please see Appendix 3.**

### **Grant Expiry Date**

You must complete the Approved Purposes of your Delivery Phase and submit your Completion Report and Final Payment Request form and Evaluation Report by **31 January 2025.**

### **Term of the Grant Contract**

The Grant Contract will last from Permission to Start and run for a term of 20 years after Project Completion Date.

The following documents define the Project for which the Grant is offered:

1. This letter;
2. Your Application dated 23 November 2020; and
3. Documents submitted by you in support of your Application including all correspondence we have sent you and all correspondence we have received from you.

### **Withdrawal of the Grant**

We may withdraw the Grant if:

- You have already started work on the Delivery Phase of your Project before we have given you our permission to do so;
- You do not start work on your Project within six months of the date of this letter.

## Part 2 – How we will work with you

### Delivering your Project

You will need to develop your Project in line with the proposals set out in your Application. We will contact you shortly to arrange a start-up discussion for your Delivery Phase, where we will agree a timetable for progress reporting and grant payment requests. More information on this can be found within the Receiving a Grant guidance.

You should now carefully read the following related documents:

- Receiving a Grant
- Appendix 2: Standard Terms of Grant

You are required to:

1. obtain our Permission to Start the Project;
2. submit Progress Reports at intervals agreed at Permission to Start;
3. request your Grant;
4. provide a Completion Report and Final Payment Request form and an Evaluation Report when you have finished your Project; and
5. procure goods, works and services in accordance with the Receiving a Grant guidance.

### Obtaining Permission to Start your Project

We will only give you our Permission to Start when certain pre-conditions, defined in the Receiving a Grant guidance, have been satisfied.

In addition to the standard permission to start requirements, you must also satisfy section 2, and points b), c) and d) of section 3 in Appendix 3.

The forms that you will need for requesting Permission to Start, requesting your Grant, reporting on your progress and providing your Completion Report and Final Payment Request form should be accessed and submitted via your online account, in the same way that you submitted your Application. You will need to submit your Permission to Start form within **six** months of the date of this letter.

For us to pay your Grant by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or paying-in slip for the relevant account, showing the bank's name and address.

Please note that your Permission to Start Form will be released to your online account within 5 working days of this letter. Please contact your Investment Officer, Christina Nash-Jolliffe, if you need to access the form any earlier than this.

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Christina Nash-Jolliffe  
Senior Investment Manager  
Direct Line: 02920 234 152  
Email: [Christina.nash-jolliffe@heritagefund.org.uk](mailto:Christina.nash-jolliffe@heritagefund.org.uk)

We wish you every success with your Project. Please contact your Investment Officer Christina Nash-Jolliffe if you have any queries arising from this letter.

Yours sincerely,



**Julie Hughes**

Pennaeth Buddsoddi Cymru | Head of Investment Wales  
Cronfa Dreftadaeth y Loteri Genedlaethol  
The National Lottery Heritage Fund

## Appendix 1 – Approved Project Costs

### a) Delivery Phase costs

#### Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Preliminary works (e.g scaffolding, preliminaries, pre-construction archaeology)	Access counters for Peatland Way	2,868	0	2,868
Repair and conservation work	Peatland Restoration, Sphagnum Inoculation, Habitat Management Works - bracken rolling, vegetation cutting, fencing	1,039,324	0	1,039,324
Other capital work	Schools grounds improvements, interpretation, waymarking and posts	13,214	0	13,214
Digital outputs	Website and Mobile Interpretation App	107,480	0	107,480
Professional fees relating to any of the above (capital)	Grazing advice consultant	1,320	0	1,320
<b>Total Costs</b>		<b>1,164,206</b>	<b>0</b>	<b>1,164,206</b>

#### Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	Project Manager, Ecologist, Community and Education Officer, NRW Project Officer, Coed Lleol Community Health and Wellbeing Officer and additional hours for Coed Lleol Managers and Evaluation Officer	641,541	0	641,541
Training for staff	Training for NPT and Coed Lleol Staff	6,000	0	6,000
Paid training placements	Trainee placements x2 for 6 months each	25,754	0	25,754
Training for volunteers	Agored extended award, health walk leader, dry stone walling, outdoor carpentry, LANTRA Tree survey	19,438	0	19,438
Travel and expenses for staff	Travel and expenses for NPT and Coed Lleol Staff	43,400	0	43,400
Travel and expenses for volunteers	Volunteer expenses	13,400	0	13,400
Equipment and materials (activity)	Tools, materials and equipment for schools outdoor learning, health and wellbeing activities, volunteer activities and community events	24,944	0	24,944
Event costs	Activity providers, room hire, refreshments and temporary welfare for community activities and health and wellbeing activities	74,640	0	74,640
Other costs (activity)	Transport costs for activities, Office equipment, PPE	18,422	0	18,422
Professional fees relating to any of the above (activity)	Professional Training Course Tutor Fees	6,060	0	6,060
<b>Total Costs</b>		<b>873,599</b>	<b>0</b>	<b>873,599</b>

## Other costs

<b>Cost Heading</b>	<b>Description</b>	<b>Cost £</b>	<b>Vat £</b>	<b>Total £</b>
Publicity and promotion	Branded promotional merchandise, printing costs	1,500	0	1,500
Evaluation	Restoration monitoring and evaluation, whole project evaluation, hydrological monitoring at Cregan	189,002	0	189,002
Other costs	Welsh Translation	3,000	0	3,000
Full Cost Recovery	Coed Lleol (only) Full Cost Recovery	20,684	0	20,684
Contingency	Various contingencies to address uncertainty due to BREXIT and COVID-19 impacts- capital works, small contingency in case of loss of staff before end of project, small contingencies for activities	110,771	0	110,771
Inflation		12,103	0	12,103
Increased management and maintenance Costs (maximum five years)		0	0	0
Non-cash contributions	In-kind time from NPT, RCT and NRW for management and support, involvement in activity delivery, University in-kind added value reaseach and teaching	351,232	0	351,232
Volunteer time	Various volunteer involvement in management and monitoring: unskilled £75/day x170; skilled £150/day x 390; professional 375/day x 20	78,750	0	78,750
<b>Total Costs</b>		<b>767,042</b>	<b>0</b>	<b>767,042</b>

## b) Delivery Phase income

### Delivery income

<b>Income Heading</b>	<b>Description</b>	<b>Secured</b>	<b>Total (£)</b>
Local authority	NPT and RCT	Yes	10,000
Other public sector	NRW - Cregan monitoring = £8640 secured; NRW cash 20000 unsecured; University student consumables £3300 secured	No	31,940
Commercial/business	Vattenfall Pen y Cymoedd Habitat Management Fund	Yes	763,500
Other fundraising	Training course charges for professional attending	No	6,425
Non-cash contributions	RCT, NPT, NRW and University - in kind time and added value research	Yes	351,232
Volunteer time	Various volunteers: unskilled £75/day x170; skilled £150/day x390; professional £375/day x20	No	78,750
Grant			1,563,000
<b>Total Income</b>			<b>2,804,847</b>

## Appendix 2: Standard Terms of Grant

### National Lottery Grants for Heritage

Standard Terms for Delivery Grants of £250,000 to £5 million

#### Definitions:

**'we', 'us', 'our'** – the Trustees of the National Heritage Memorial Fund (who administer the National Lottery Heritage Fund).

**'you', 'your'** – the organisation(s) awarded the Grant as set out in the Grant Notification Letter and any organisation which agrees to be a joint grantee and to comply with the Grant Contract.

**Additional Grant Conditions** – any additional grant conditions set out in the Grant Notification Letter.

**Application** – your completed Application form and any documents or information you send us to support your request for a Delivery Phase grant.

**Approved Purposes** – the Approved Purposes summarise the Project described in your Application which comprises the Delivery Phase.

**Approved Usage** – how you said you would use the Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).

**Delivery Phase** – the implementation of the capital and/or activity phase of the Project.

**Digital Outputs** – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

**Evaluation Report** – the report you must send us before we pay the last 10% of the Grant telling the story of the Project, its achievements and lessons learned.

**Grant** – the amount set out in the Grant Notification Letter for the Delivery Phase.

**Grant Contract** – made up of the

- Grant Notification Letter;
- Standard Terms of Grant;
- Any Additional Grant Conditions; and
- Signed Permission to Start Form.

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[www.heritagefund.org.uk](http://www.heritagefund.org.uk)



**Grant Expiry Date** – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter and by which you will make the final drawdown of the Grant.

**Grant Notification Letter** – the letter confirming our Grant to you.

**Other guidance** – all other guidance relevant to the Project on our website including:

- Activity plan or Area action plan
- Conservation Plan Guidance
- Evaluation Guidance
- Good Practice Guidance
- Management and Maintenance Plan Guidance
- Procurement Guidance
- Understanding your Heritage
- Viability and Development Appraisal Guidance

**Outcomes** - we describe the difference we want to make with our funding through a set of nine Outcomes. Outcomes are changes, impacts or benefits that happen as a direct result of the Project. All of the projects we fund will achieve one or more of these Outcomes.

**Permission to Start Form** – the form you submit to us requesting permission to start the Project.

**Permission to Start** – our written confirmation that you may start the Project.

**Programme Application Guidance** – the document setting out the scope of the programme and how to apply.

**Project** – the purposes we have approved as set out in the Application (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the Grant and any changes that we tell you about in the Grant Notification Letter). These purposes are sometimes described as Approved Purposes and include you getting and using partnership funding as set out in the Application and how you said you would use the Property (if any).

**Project Completion Date** – the date of the letter we send you letting you know that the Project is recorded as complete.

**Property** – any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital Outputs, intellectual property rights and any documents that you produce or order as part of the Project.

**Receiving a Grant** – the guidance we publish to explain how we will pay the Grant, monitor the Project and agree changes to the Grant.

**Standard Terms of Grant** – the standard terms set out herein.

**Term of the Grant Contract** – the duration of the Grant Contract set out in the Grant Notification Letter.

**Third Party** – any owner of Third Party Property.

**Third Party Property** – any property identified in the Application that belongs to or is controlled by a Third Party.

**Third Party Ownership Requirements** – the requirements set out in the Programme Application Guidance and Receiving a Grant relating to the contractual arrangements we expect you to enter into with a Third Party.

### **Achieving the Approved Purposes**

1. You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes before Permission to Start.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.
4. You must use the Property, or allow it to be used, only for the Approved Usage during the Term of the Grant Contract.
5. As well as these Standard Terms of Grant, you must follow the Additional Grant Conditions (if any) set out in the Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application Guidance, Receiving a Grant, the guidance we have about acknowledging your grant on our website, and any other guidance published on our website which is relevant to the Project.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

7. You acknowledge that the Grant comes from public funds. You must continue throughout the Approved Purposes to ensure the Grant is compatible with state aid and subsidy control law meaning:
  - a. the law embodied in Articles 107-109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws of the Treaty on the Functioning of the European Union; or
  - b. any domestic law which replaces such state aid law following the UK's exit from the European Union such as the principles set out in Chapter 3 (Subsidies) of Title XI (Level Playing Field) of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies & Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement that applies to your project.
8. You must maintain appropriate records of compliance with the state aid and subsidy laws and must take all reasonable steps to assist us to comply with any requirements and respond to any subsidy control challenge or investigation(s) instigated by the European Commission (or its domestic successor) into the Grant or any equivalent regulatory body as the case may be.
9. In the event that the Grant is deemed to be unapprovable state aid or subsidy, this constitutes a breach of our Standard Terms of Grant and you will be required to repay the entire Grant without delay together with compound interest from the date on which the unlawful aid was at your disposal until the date of its recovery.

## **Project monitoring**

10. You must give us any progress reports, financial or other information and records we may need from time to time on the Grant, the Property, the Approved Purposes (and achieving them) and the Approved Usage.
11. You must allow us (or anyone we authorise) to have any access we may need to:
  - a. inspect the Property and any work to it;

- b. monitor the conduct and progress of the Approved Purposes; and
- c. monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of the Project at times agreed with us.

- 12. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
- 13. We will monitor the progress of the Project and will carry out checks during, at and after the end of the Project to confirm that it is delivering the Outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 11, you must take those recommendations into account when meeting your obligations to us.
- 14. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using the Property for the Approved Usage. On completing the Project, you must submit your Evaluation Report before we will release the final Grant payment.
- 15. You must provide us with the web address or addresses (URL/s) of the site or sites that will host your Digital Outputs for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.

## **Procurement**

- 16. Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.
- 17. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Receiving a Grant and Procurement Guidance available on our website.

## Property

18. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 28 (Digital Outputs), you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.

- a. that you pay us a share of the net proceeds of selling or letting the Property within one month of parting with the assets or other goods;
- b. that you sell or let the Property at its full market value;
- c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale price as the Grant is to the original cost of the Approved Purposes, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. If you applied for the Grant in accordance with the Heritage Enterprise Application Guidance the share of the proceeds of share to be paid to us will be calculated in accordance with the formula set out in Part three: Receiving a grant. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) for any reason but it is for us to decide that.

19. You must maintain the Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring property, you must maintain the Property in good repair and condition after the work has been done. If the Approved Purposes include the preparation of a maintenance and management plan or a conservation plan, you must maintain, manage or conserve the Property in accordance with the version of the relevant plan that we have approved.

20. You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) the Programme Application Guidance and Receiving a Grant.

21. You must keep any objects or fixtures that form part of the Property in a physically

secure and appropriate environment.

22. You must tell us, in writing, within five working days about any significant loss or damage to the Property.
23. You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.
24. If the Approved Purposes involve using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third Party Property you must comply with our Third Party Ownership Requirements.

### **Publicity and acknowledgement**

25. We may make the purpose and amount of the Grant public in whatever way we think fit.
26. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in the guidelines on our website. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.
27. You must also provide us with digital images in electronic format of the Project or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us.

### **Digital outputs**

28. You agree to:
  - a. grant us a non-exclusive, royalty free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind for the Term of the Grant Contract;

- b. apply a Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence or equivalent, to all grant funded Digital Outputs, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
- c. clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:
  - i) code and metadata created in the course of the project; and
  - ii) Public domain assets or non-original digital reproductions of public domain assets
- d. obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
- e. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0 Open Licence or equivalent.;
- f. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolete before the twentieth anniversary of the Project Completion Date.
- g. comply with these Standard Terms of Grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring free and unfettered online access to the Digital Outputs. You must not release your project's Digital Outputs on other terms without our prior written consent.

## **Grant payment and repayment**

- 29. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these Standard Terms of Grant and the procedures explained in Receiving a Grant as long as:

- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
  - b. we are satisfied that you are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these Standard Terms of Grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
30. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
31. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:
- a. you no longer operate, or you are declared bankrupt or placed into administration, receivership or liquidation;
  - b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
  - c. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;
  - d. any competent authority directs the repayment of the Grant;
  - e. there is a significant change in your status;
  - f. you knowingly withhold information that is relevant to the content of your Application;
  - g. you do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you;
  - h. you fail to make good progress with the Project or are unlikely in our view to complete the Project or achieve the Outcomes agreed with us; or
  - i. you fail to keep to any of these Standard Terms of Grant.

32. If you are a commercial organisation and applied for the Grant in accordance with the Heritage Enterprise Application Guidance you will be required at 5 and 9 years after the Project Completion Date to pay us a share of the Project net earnings in excess of the projected future income and expenditure which you used to establish the conservation deficit in your Application. Such share will be calculated in line with the relevant grant percentage set out in the Grant Notification Letter.
33. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.
34. If you sell or otherwise part with all or part of the Property without our permission under paragraph 18, or you receive money in some other way as a result of you not following these Standard Terms of Grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 31.

## **General terms**

35. You may not, and must not claim to, transfer the Grant or any rights under these Standard Terms of Grant.
36. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these Standard Terms of Grant and to give us the rights granted to us under them.
37. If there is more than one of you, any liability under these Standard Terms of Grant will apply to you all together and separately.
38. We may rely on any of our rights under these Standard Terms of Grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these Standard Terms of Grant.
39. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these Standard Terms of Grant if we (or anyone we authorise) give it to you in writing.

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**Gwefan/Website**  
[www.heritagefund.org.uk](http://www.heritagefund.org.uk)



40. Any notice, request or other document we or you send to each other under these Standard Terms of Grant shall be in writing and shall be deemed to have been given if personally delivered by hand or post (first class postage pre-paid) to the address for service of the relevant party. If hand delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5 pm on any working day they shall be deemed received on the next working day) and if posted all such communications shall be deemed to have been given and received on the second working day following such posting.
41. Any documents you need to send us under these Standard Terms of Grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
42. The Term of the Grant Contract will last for the period set out in the Grant Notification Letter.
43. These Standard Terms of Grant cannot be enforced by anybody other than you or us.

## Appendix 3:

### SCHEDULE

#### Additional grant conditions

##### 1. Local-authority Grantee

Evidence of local-authority decision-making process

- (a) Within 28 days of the date of the Grant Notification Letter, you must send us a certified copy (signed to confirm it is a true copy) of the document recording your decision (or the decision of the relevant properly constituted committee, executive or authorised officer) authorising you to accept the terms of grant, together with a statement containing the information set out in paragraph b below.
- (b) The statement must include the following information.
- The power (statutory or otherwise) you have and which you have used to accept the terms of grant.
  - An extract of that part of your policy framework under which you have accepted the terms of grant.
  - The executive arrangements under which your decision to accept the terms of grant was made.
  - The considerations that you took into account in using the powers and the procedure under which any consultation took place and the decision was made.
  - The authority under which the Declaration forming part of the Application has been signed on your behalf.
- (c) Without affecting clause 32 you must (if we think it is necessary) confirm your decision in whatever way we direct. Within seven days of confirming, you must send us evidence of this.

- (d) We may withdraw the Grant (after considering the matters referred to in paragraphs 1a and 1b) if we are not satisfied that the terms of grant are valid and binding on you.
- (e) Within 21 days of sending us the document and information needed under paragraph 1a (or evidence of the confirmation of the decision in line with paragraph 1c), we may ask that you get the written opinion of a barrister, in a form satisfactory to us, asking for his or her opinion on whether:
- the powers you are relying on in accepting the terms of grant do allow you to enter into these arrangements;
  - you have followed correctly all procedural requirements in using those powers and have acted in a reasonable and proper way; and
  - you have taken account of only, and all, relevant considerations in using those powers.
- You must send us the barrister's opinion and make sure that it is addressed to us as well as to you. You must also make sure that the barrister confirms we may rely on his or her opinion for our own purposes.
- (f) You acknowledge that neither any documents or information that you send us, nor the fact that we may then have paid you part of the Grant, will affect our right to rely on the promise in paragraph g below.
- (g) You promise that:
- you have the authority to accept the terms of grant;
  - in using that authority you have acted in good faith, in a reasonable and proper way, for a proper purpose, without breaking any procedural requirement and in considering only (and all) relevant considerations; and

- your decision to accept the terms of grant is one that any reasonable local authority (applying the laws that are relevant to it) could have reached.
- (h) Within one month of the end of each of the 10 years after you finish the work, you must send us detailed accounts, certified by your chief finance officer, showing the funding and resources you used on the Property in the year before.

## **2. RESTRICTION**

In this case because the Grantee is unable to grant us a charge to secure the Grant, we will agree to the registration of a restriction against the Land Registry title. This means that you will need to get our consent should there be any proposed dealing with the property.

Please provide your solicitor's details as soon as possible in order to allow our solicitor to liaise with them on the matter. We will not grant Permission to start or pay out any of the Grant until the restriction is signed and dated.

## **3. THIRD PARTY LAND OWNER AGREEMENTS**

- a) That any third party landowners enter into management and maintenance agreement for at least 10 years, agreeing to maintain public access etc, for that period.
- b) That Natural Resources Body for Wales (NRW) accepts our terms of grant insofar as they relate to matters within its control, as defined within the partnership agreement presented as part of the application and will sign a side letter from us to this effect before Permission to Start is granted.
- c) The attached Ownership Table is completed, providing a formal record of ownership and work to be completed as part of project delivery;
- d) That the full, signed and final version of the partnership agreement is provided prior to commencement of delivery activities.

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DATED

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## **PARTNERSHIP AGREEMENT**

RELATING TO THE LOST PEATLANDS PROJECT

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Between

Neath Port Talbot County Borough Council

And

Rhondda Cynon Taff County Borough Council

And

Natural Resources for Wales

And

Small Woods Association

And

Swansea University

## **PARTIES**

- 1) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of a local constituted authority under Local Government (Wales) Act 1994 and having their principal offices at Port Talbot Civic Centre, Port Talbot. SA13 1PJ ("**the Lead Partner**" or "**NPT**")
- 2) **NATURAL RESOURCES BODY FOR WALES**, a Welsh Government Sponsored Body and having their principal offices at Ty Cambria, 29 Newport Rd, Cardiff, CF24 OTP (hereinafter referred to as "**NRW**")
- 3) **RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL**, a local constituted authority under Local Government (Wales) Act 1994 and having their principal offices at The Pavillons, Cambrian Park, Clydach Vale, Tonypany CF40 2XX (hereinafter referred to as "**RCT**");
- 4) **SMALL WOODS ASSOCIATION**, a registered charity and having their principal offices at Green Wood Centre, Station Road, Coalbrookdale, Telford, TF8 7DR (hereinafter referred to as "**SWA**");
- 5) **SWANSEA UNIVERSITY**, a research led university incorporated under Royal Charter RC000639, and charity registered in England and Wales under number 1138442 having its registered offices at Singleton Park, Swansea, SA2 8PP (hereinafter referred to as "**SU**");

(Collectively referred to as the "**Delivery Partners**")

## **BACKGROUND**

- a) The Delivery Partners have agreed to establish the Project. The purpose of the Project is to implement a landscape scale and community focussed habitat restoration for the landscape of the Pen Y Cymoedd Plateau, within the areas of NPT and RCT and shown on the project plan in the project documentation.
- b) The Lead Partner on behalf of the Delivery Partners has applied for the Grant from the National Lottery Heritage Fund (NLHF) to deliver the Project.
- c) The Grant is subject to the Conditions. The Lead Partner will be liable to the NLHF if the Conditions are not complied with.
- d) Subject to Schedule 4, the Joint Partner will also be liable to the Conditions in so far as they relate to the management and maintenance and public accessibility of land under ownership of the Welsh Government Woodland Estate within the Project.
- e) The Delivery Partners have entered into this Agreement in order to facilitate the operation of the Project and to ensure compliance with the Conditions.

**IT IS AGREED**

**1. DEFINITIONS AND INTERPRETATION**

Agreement	Means this Agreement the date above written
Application	Means the application to NLHF made by the Lead Partner dated 23 <sup>rd</sup> November 2020
Approved Project Costs	Means the costs set out in appendix 1 of the Award Letter
Award Letter	Means the grant notification letter from NLHF to the Lead Partner dated 24 <sup>th</sup> March 2021 in relation to the Project as appended at Schedule 1
Conditions	Means the conditions set out in the Award Letter
Commencement Date	Means the date of the Permission to Start
Data Protection Legislation	Means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to the Delivery Partners, including:  (a) the UK GDPR;  (b) the Data Protection Act 2018;  (c) Any laws which may implement any such laws;  (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and-(e) all guidance,

	guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to any of the above.
Delivery Partners	Means all those organisations listed as parties to the Agreement being Neath Port Talbot County Borough Council, Rhondda Cynon Taff County Borough Council, Natural Resources for Wales, Small Woods Association and Swansea University
Grant	Means the grant of funding for the purpose of delivery of the Lost Peatlands project by NLHF
Intellectual Property	Means copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, data base rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case, whether registered or unregistered.
Joint Partner	Means <b>NATURAL RESOURCES BODY FOR WALES</b> , a Welsh Government Sponsored Body and having their principle offices at Ty Cambria, 29 Newport Rd, Cardiff, CF24 OTP
Lead Partner	Means Neath Port Talbot County Borough Council of Civic Centre Port Talbot SA13 1PJ
Lost Peatlands Core Project Team	Means the team employed by the Lead Partner for the purpose of the Project and funded by the Grant

NLHF	Means the National Lottery Heritage Fund
Permission to Start	Means the permission to start the Project as notified by NLHF
Project Budget	Means the budget for the delivery phase of the Project contained in the Project Documents
Project Completion Date	Means the date of the letter sent by NLHF to the Project Lead letting it know that the Project is complete
Project	Means the Lost Peatlands of South Wales Project the aims and activities of which are set out in the Project Documents
Project Documents	Means the documents that describe and details the Project and what is intended to be delivered that support the Application, as appended at Schedule 2 as updated from time to time with agreement of all the Delivery Partners and NLHF
Project Steering Board	Means the group constituted by the Delivery Partners responsible for overseeing the delivery of the Project
Schedule	Means the schedules attached to this Agreement
State Aid Rules	Means the state aid and subsidy control law meaning the law set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Article 107 to 109, secondary legislation

	including frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; or any domestic law which replaces such state aid law following the UK's exit from the European Union such as the principles set out in Chapter 3 (Subsidies) of Title XI (Level Playing Field) of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement which applies to the Project.
Welsh Government Woodland Estate	Means the woodland originally acquired under the provisions or for the purposes of the Forestry Act 1967 which is held by Welsh Ministers and placed at the disposal of NRW who manage it.

## 2. SCOPE OF AGREEMENT

2.1 The Delivery Partners wish to record the basis on which they will collaborate with each other in relation to the delivery of the Project and will secure compliance with the Conditions. This Agreement sets out:

- (a) the principles of collaboration and working arrangements;
- (b) the financial arrangements the Delivery Partners will put in place;
- (c) the governance structures the Delivery Partners will put in place;
- (d) the respective roles and responsibilities the Delivery Partners will have during the Project;
- (e) the Conditions and the indemnities in respect of non-compliance with the same.

### **3. WARRANTY**

- 3.1 Each Delivery Partner warrants and represents to the other Delivery Partners that, at the Commencement Date it has obtained its respective Delivery Partner's approval to enter into this Agreement.
- 3.2 Each Delivery Partner also warrants and represents to the other that at the Commencement Date all necessary and appropriate powers have been delegated to enable that Delivery Partner to comply with its obligations under this Agreement.

### **4. PRINCIPLES OF COLLABORATION AND WORKING ARRANGEMENTS**

- 4.1 The Delivery Partners agree to adopt the following principles to:
- (a) Work jointly to ensure the mutual success of the Project and compliance with the Conditions;
  - (b) Collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
  - (c) Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
  - (d) Be open and share information. Communicate openly about major concerns, issues or opportunities relating to the Project or to the Grant.
- 4.2 Signature of this Agreement by the Delivery Partners includes agreement to:
- (a) Ensure the set up and management of this Agreement by the Project Steering Board;
  - (b) Ensure the effective operation of the Project Steering Board;
  - (c) Ensure compliance with the Conditions , so far as the Conditions relate to the particular Delivery Partner's involvement in the Project ;
  - (d) Work towards and implement the actions set out in the Project Documents.

- 4.3 If there is any conflict between the terms of this Agreement and the Conditions, this Agreement will prevail in relation to the arrangements as between the Parties, but it will not affect the Parties' respective obligations to NLHF under the Conditions. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of NLHF as set out in the Conditions.

## **5. AGREEMENT**

- 5.1 Neath Port Talbot County Borough Council is appointed as the Lead Partner for the duration of this Agreement and shall fulfil the responsibilities as set out in this Agreement at Schedule 3.
- 5.2 Natural Resources Wales is appointed as Joint Partner for the duration of this Agreement and shall fulfil the responsibilities as set out in this Agreement at Schedule 4. The Joint Partner agrees to be bound by the terms of the Conditions insofar as they relate to matters within its control, and as they relate to management and maintenance, as detailed in the Management and Maintenance Plan, of land as identified in Schedule 4 under ownership of the Welsh Government Woodland Estate, subject to any exceptions as set out in that Schedule 4, for 10 years following the Project Completion Date. The Joint Partner agrees to maintain public access to land identified in Schedule 4 under ownership of Welsh Government Woodland Estate for 10 years following the Project Completion Date, where and when it is operationally safe for the public to access said land and subject to any exceptions as set out in that Schedule 4.
- 5.3 The Delivery Partners agree that the Lead Partner shall accept the offer of Grant set out in the Award Letter.
- 5.4 The Delivery Partners undertake to and covenant with each other that they will adhere to the terms of this Agreement and will observe, perform and comply with the Conditions so far as the Conditions relate to the particular Delivery Partner's involvement in the Project and to matters within their control, and will not act in a manner which places the Lead Partner or the Joint Partner in breach of their respective obligations under the Conditions.
- 5.5 The Delivery Partners shall fulfil the responsibilities as set out in this Agreement at Schedule 5.
- 5.6 The Delivery Partners shall comply with the monitoring and reporting requirements set out at Schedule 6.

## **6. PROJECT GOVERNANCE**

- 6.1 The Project Steering Board is responsible for overseeing the delivery of the Project. The functions and terms of reference of the Project Steering Board are further detailed in Schedule 7.

## **7. FINANCIAL ARRANGEMENTS**

- 7.1 The financial arrangements for the Project shall be set out in Schedule 8 of this Agreement and the Delivery Partners hereby agree to comply with the obligations set out therein.

## **8. INSURANCE, INDEMNITIES AND LIMITATION OF LIABILITY**

- 8.1 Subject to clause 8.2, each of the Delivery Partners will have in place and will maintain in force valid, adequate and appropriate insurance against insurable risks in connection with their obligations under this Agreement (including professional negligence, public and employer' liability cover, as applicable).

- 8.2 NRW may self-insure in respect of any risks in connection with its obligations under this Agreement.

- 8.3 Subject to clause 8.4 to 8.6 and any exceptions set out in Schedule 4, each Delivery Partner agrees that it will fully indemnify the other Delivery Partners from and against any liabilities and any and all claims, actions, proceedings, demands, liabilities, costs and expenses arising directly as a result of any breach of this Agreement or negligent action or omission of the relevant Delivery Partner in connection with its obligations under this Agreement. Where any such costs and expenses arise as a result of a breach of this Agreement or negligent act or omission of one or more identified Delivery Partner, those Delivery Partners alone shall be responsible for such costs and expenses, and such costs and expenses shall be apportioned according to each Delivery Partner's liability, the extent of the liability to be referred to Escalation in accordance with clause 10 in the absence of agreement.

- 8.4 The maximum liability of a Delivery Partner in relation to or arising out of this Agreement shall not exceed 150% of the sums to be paid to it from the Grant. The liability of any party for any breach of this Agreement, or arising in any way out of the subject matter

of this Agreement, will not extend to any incidental, loss of profits or consequential damages or losses including (without limitation) loss of income, turnover, business, opportunities, reputation, goodwill and/or economic loss.

- 8.5 The Delivery Partners shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which Delivery Partners are entitled to bring a claim pursuant to this agreement.
- 8.6 Notwithstanding any other provision of this agreement the Delivery Partners cannot limit or exclude its liability for:
- (a) fraud or fraudulent misrepresentation;
  - (b) loss of or damage to property; or
  - (c) death or personal injury caused by its negligence.

## **9. ASSISTANCE IN LEGAL PROCEEDINGS**

- 9.1 If requested to do so by the Lead Partner, the other Delivery Partners shall give all reasonable assistance and co-operation and provide to the Lead Partner any relevant information which is not confidential in connection with any legal enquiry, arbitration or Court proceedings, in which the Lead Partner may become involved, or any relevant disciplinary hearing internal to the Lead Partner, or any inquiry by the Public Services Ombudsman for Wales arising out of the Project or this Agreement.
- 9.2 Where any Partner becomes aware of any incident, accident or other matter which may give rise to a complaint to the Public Services Ombudsman for Wales or a claim or legal proceedings in respect of the provision or failure in the Project or this Agreement, it shall notify the Project Steering Board in writing as soon as practicable and in any event within 48 hours. Such notification in writing shall include all relevant information as may reasonably be available at the time which is not confidential to enable the Project Steering Board to investigate the matter fully.
- 9.3 Such information provided or assistance rendered pursuant to the obligation in clauses 9.1 and 9.2 above, in whatever form, shall be at no cost to the Lead Partner unless otherwise ordered or determined in any decision or other outcome of any such inquiry, arbitrations, Court proceedings or enquiry by the Public Services Ombudsman for Wales.

## **10. ESCALATION**

- 10.1 If a Delivery Partner has any issues, concerns or complaints about the Project, or any matter in this Agreement, that Delivery Partner shall notify its own Project Steering Board Representative, as defined in Schedule 7, who shall then seek to resolve the issue at the Project Steering Board. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Environment Directors / Chief Officers or similar senior representative of each respective Delivery Partner, who shall decide on the appropriate course of action to take. If the matter cannot be resolved by the such senior representatives of each respective Delivery Partner within 14 days, the matter may be escalated to the Chief Executives of each Delivery Partner for resolution.
- 10.2 If any Delivery Partner receives any formal inquiry, complaint, claim or threat of action from a third party including, but not limited to, claims made by a land owner or requests for information made under the FOIA in relation to the Project, the matter shall be promptly referred to both their own and the Lead Partner's Representative.

## **11. PUBLICPROCUREMENT**

- 11.1 The Delivery Partners agree that the procurement of any contract for services, supplies or works necessary to ensure compliance with this Agreement shall be undertaken by the Delivery Partner having the relevant obligation to meet and the following provisions shall apply:
- 11.1.1 That Delivery Partner shall comply with the NLHF's Receiving a Grant and Procurement Guidance .

## **12. DATA PROTECTION AND FREEDOM OF INFORMATION**

### **Data Protection**

- 12.1 In this clause 17 the terms Personal Data, Personal Data Breach, process and Controller have the meanings given in the Data Protection Legislation.
- 12.2 The Delivery Partners acknowledge that for the purposes of the Data Protection Legislation, the Parties are each independent Controllers. .

- 12.3 The Delivery Partners shall, in relation to any Personal Data processed in connection with their obligations under this Agreement:
- (a) comply at all times with its obligations under the Data Protection Legislation; and
  - (b) maintain in place appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, accidental loss, damage or destruction, taking into account the nature of the Personal Data and the harm that may result from any Personal Data Breach; and
  - (c) shall not perform its obligations under this Agreement in such a way as to cause any other Party to breach any of its applicable obligations under the Data Protection Legislation
- 12.4 It is acknowledged by the Delivery Partners that data and information shared or disclosed between or by the Delivery Partners for the purpose of the Project in accordance with the Project Documents will not include Personal Data. Should it be considered necessary for the Delivery Partners to share Personal Data pursuant to this Agreement, it is agreed that the relevant Delivery Partners shall enter into a data sharing agreement or data disclosure agreement as appropriate to the circumstances.

#### **Freedom of Information**

- 12.5 Each Partner acknowledges that they are subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”) and, should the request relate to the Project, all Delivery Partners shall assist and co-operate with each other to enable the Delivery Partner, by whom the request has been received, to comply with disclosure requirements under the FOIA.

### **13. INTELLECTUAL PROPERTY**

- 13.1 For the avoidance of doubt, all background Intellectual Property used in connection with the Project shall remain the property of the party introducing the same.
- 13.2 Subject to clause 13.3, each Delivery Partner shall own the Intellectual Property generated by its employees, students and/or agents arising from work on the Project.
- 13.3 Any results which are generated by two or more parties shall be owned in proportion to the respective contribution of each party.

- 13.4 Each party grants the other parties (i) a non-exclusive, non-transferable, royalty-free licence for the duration of the Project to use its background Intellectual Property solely to enable the other parties to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, royalty-free licence to use results and Intellectual Property arising from the Project for academic research, teaching and non-commercial purposes.
- 13.5 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Delivery Partners.

#### **14. TERM AND TERMINATION**

- 14.1 This Agreement shall commence on the Commencement Date and shall continue until 20 years after the Project Completion Date.
- 14.2 Subject to clause 14.3 a Delivery Partner may give six calendar months' written notice to the Project Steering Board to terminate their involvement in this Agreement (the "Terminating Delivery Partner").
- 14.3 In the event of the Terminating Delivery Partner serving notice in accordance with clause 14.2:
- 14.3.1 Prior to the end of the six calendar months' period the Terminating Delivery Partner or the Lead Partner, as the case may be, shall pay to the other:
- 14.3.1.1 all arrears of payments and any other sums due under the terms of this Agreement at the date of the expiry of the notice given under clause 14.2, and
- 14.3.1.2 all further sums which would, but for the termination of this Agreement, have fallen due from the Terminating Delivery Partner at the end of the Term and which cannot be cancelled during the notice period.
- 14.3.2 Where the Terminating Delivery Partner is the Lead Partner (the "Terminating Lead Partner"), the Terminating Lead Partner shall prior to the end of the six calendar month's period agree with the Project Steering Board, NLHF and the other Delivery Partners, which Delivery Partner shall replace the Terminating Lead Partner for the purposes of this Agreement, the Project and the Award Letter (the "Replacement Lead Partner"). The Terminating Lead Partner shall transfer any Grant sums held at the date of termination to the Replacement Lead Partner.

- 14.3.3 Each Delivery Partner shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the termination of this Agreement in part in relation to one Delivery Partner's involvement shall not affect or prejudice such rights and remedies. Each party shall, and shall remain liable to, perform all outstanding liabilities and indemnities under this Agreement, notwithstanding that the other may have exercised one or more of the rights and remedies against it.
- 14.4 The Lead Partner shall be entitled to terminate this Agreement in relation to the involvement of a Delivery Partner forthwith by notice in writing to that Delivery Partner in the event that:
- 14.4.1 The Delivery Partner becomes bankrupt, or makes a composition or arrangement with its creditors, or has an order in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- 14.4.2 The Delivery Partner has a winding up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed;
- 14.4.3 The Delivery Partner has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
- 14.4.4 The Delivery Partner has an administrative receiver, as defined in the Insolvency Act 1986, appointed;
- 14.4.5 The Delivery Partner has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, or any property comprised in, or subject to, the floating charge; or
- 14.4.6 The Delivery Partner has committed a serious breach of an obligation of this Agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of that Delivery Partner being notified in writing to do so.
- 14.5 In the event of early termination of the Grant, the Delivery Partners shall either:
- (a) Continue this Agreement, varied as necessary to reflect changes; or
- (b) Terminate this Agreement with immediate effect
- 14.6 In the event of termination of this Agreement, each Partner and any successor organisation shall remain liable for any financial or other obligation or liability (actual or contingent) incurred during the period as a party to this Agreement.
- 14.4 In the event of termination of all or any part of this Agreement for any reason, the following clauses shall survive and continue in full force and effect: **Error! Reference**

source not found., 4.3, Error! Reference source not found. to Error! Reference source not found., 10, Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., 14.4, 16, 20 to 23, Schedule 3 6<sup>th</sup> bullet point, [and Schedule 4 re: any relevant title matters tbc].

## **15. VARIATION**

- 15.1 This Agreement, including the Schedules, may only be varied by written agreement of each Delivery Partner.

## **16. GOVERNING LAW AND JURISDICTION**

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales and, without affecting the escalation procedure set out in clause 10, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **17. FAIR DEALINGS**

- 17.1 The Delivery Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that if in the course of the performance of this Agreement, unfairness to any of them does or may result then the others shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

## **18. COUNTERPARTS**

- 18.1 This Agreement may be executed in two or more counterparts each one of which shall constitute an original but which, when taken together, shall constitute one instrument.
- 18.2 Each Party agrees that this Agreement may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of that Party's intention to be bound by this Agreement as if signed by that Party's manuscript signature.

## **19. FORCE MAJEURE**

19.1 In this Agreement "force majeure" shall mean any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, fire, flood or storm.

19.2 If any Partner is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party or parties specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

19.3 The Partner affected by force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.

## **20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

20.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

20.2 No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement.

20.3 This Clause does not affect any right or remedy of a third party, which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

## **21. SEVERABILITY**

21.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

## **22. WAIVER**

22.1 The rights and remedies of any party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by failure of, or delay by the said party in ascertaining or exercising of any such rights or remedies. The waiver by any party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

### **23. NOTICES**

23.1 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery or post (special or recorded delivery or first class post) at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement, or email to those email addresses notified by each party for the purpose of service of notices under this Agreement.

23.2 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following dispatch if sent by email transmission.

23.3 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice given by email transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct email address without any error message on the confirmation copy of the transmission or an out-of-office automatic reply.

23.4 Any Partner serving a notice on another Partner under this Clause shall promptly copy such notice to the other Delivery Partners.

### **24. EXCLUSION OF DELIVERY PARTNERSHIP AND AGENCY**

24.1 The Delivery Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.

24.2 No Delivery Partner or any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Delivery Partners, except where expressly permitted by this Agreement.

**25 ASSIGNMENT AND SUB AGREEMENTS**

25.1 The Delivery Partners shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Delivery Partners except where expressly permitted by the Agreement or where necessary in consequence of organisational restructuring..

This Agreement has been entered into as a Deed on the date stated at the beginning of it.

**THE COMMON SEAL of NEATH PORT** )  
**TALBOT COUNTY BOROUGH COUNCIL** )  
was hereunto affixed in the presence of:- )

**Proper Officer:**

**THE COMMON SEAL of RHONNDA** )  
**CYNON TAFF COUNTY BOROUGH** )  
**COUNCIL** )  
was hereunto affixed in the presence of:- )

**Authorised Officer:**

**NATURAL RESOURCES WALES**

**Authorised officer:**

**SWANSEA UNIVERSITY**

**Authorised officer:**

**SMALL WOODS ASSOCIATION**

**Authorised officer:**

**SCHEDULE 1 – AWARD LETTER**



OL-18-06271  
Delivery Grant Notific:

## SCHEDULE 2 – PROJECT DOCUMENTS

Lost Peatlands Management and Maintenance PART A – Intro and Overview  
Lost Peatlands Management and Maintenance PART B – HRAs and PyC  
Lost Peatlands Management and Maintenance PART C – CWSs  
Lost Peatlands Management and Maintenance PART D – Digital, Schools and Access  
Lost Peatlands Cashflow Projection  
Lost Peatlands Project Action Plan and Timetable  
Lost Peatlands Project Overview  
Lost Peatlands Governance and Evaluation Strategy  
Lost Peatlands Delivery Phase Budget  
Lost Peatlands 5 Years Post Project Budget Projection  
Lost Peatlands Risk Register  
Lost Peatlands Letters of Support  
Lost Peatlands Access and Community Use Strategy  
Lost Peatlands Interpretation Plan  
Lost Peatlands Activity Plan  
Lost Peatlands Conservation Plan  
Lost Peatlands Marketing Plan

### Appendices:

Procurement Rules  
Costing Due Diligence  
RCT Corporate Plan 2016 -2020  
RCT Corporate Draft Plan 2020-2024  
NPT Corporate Plan 2017/2022  
Land Ownership  
Lost Peatlands Risk Assessments  
Heritage Register  
LPSW Monitoring and Evaluation Specification  
NRW Peatland ITT Part A Annex 1 v.1  
NRW Peatlands ITT Part A Annex 2 Final  
NRW Peatlands ITT Part A Annex 3  
NRW Peatlands ITT Part B Final  
LPSW Hydrological Restoration Works Mini Competition NRW Specification  
LPSW Mobile App Contract Specification  
LPSW Sphagnum Contract Specification  
LPSW Stock proof fence Contract Specification  
Coed Lleol Full Cost Recovery Calculation  
Lost Peatlands Job Descriptions  
Habitat Management Plan Cymmer  
Higher Level Training Programme  
Habitat Management Plan Glyncorrwg  
Habitat Management Plan Cregan  
Habitat Management Plan Cwm Saerbren  
Habitat Management Plan Gwynfi

Habitat Management Plan Cwmparc  
Habitat Management Plan Blaenrhondda  
Habitat Management Plan Hendre Mynydd  
Habitat Management Plan Castell Nos  
Policy and Legislation  
Lost Peatlands Data Collection Protocol  
Habitat Restoration Monitoring and Evaluation Proposal  
HMA Trial Area Report  
Pen y Cymoedd S106  
Stakeholder Group Terms of Reference  
National Flood Management Catchment Modelling Report  
Archaeology Report  
Habitat Management Plan Pen y Cymoedd Windfarm  
Sphagnum Inoculation File Note  
Invertebrate Survey Report Castell Nos  
Bryophyte Survey Report  
Invertebrate Survey Report Cwm Saerbren  
Invertebrate Survey Report Cymmer Tip  
Invertebrate Survey Report Hendre Mynydd  
Natural Play Feasibility Study  
Ceod Lleol Evaluation Report  
Lost Peatlands Brand Guidelines  
School Activity Pack  
Pecyn Gweithgaredd Ysgol (Welsh)  
School Grounds Assessment  
Outdoor Learning Programme  
Theory of Change Workshop  
Pen y Cymoedd Interpretation Plan

Documents available via Lost Peatlands of South Wales Project sharepoint.

<https://neathporttalbot.sharepoint.com/sites/LostPeatlandsofSouthWalesProject/HLF%20Mid%20Term%20Review%20Documents/Current%20Versions%20of%20the%20Bid%20Docs>

*[Additional representatives of the Delivery Partners can request access to the above].*

### SCHEDULE 3 – LEAD PARTNER RESPONSIBILITIES

3.1 The Lead Partner’s responsibilities are described in the Conditions and the Project Documents, and include, but are not limited to:

- NPT will be the Lead Partner and the accountable body for the Project and will receive the Grant from the NHLF and other sources on behalf of, and with the authority and support of, all other Delivery Partners.
- NPT will, on behalf of all Delivery Partners, account for and manage the Project funds, in particular the Grant, and make all payments on behalf of the Project, other than in respect of match funding generated/received directly by other Delivery Partners, which shall be managed and accounted for by the relevant generating/receiving Delivery Partner.
- The Lead Partner will employ the Lost Peatlands Core Project Team: in accordance with its standard employment terms and conditions, to coordinate and support implementation of the agreed project elements of the Project. The Lost Peatlands Core Project Team includes: Project Manager, Ecologist, Community and Education Officer, Trainees. The provision of suitable template document to ensure compliance with Data Protection Legislation.
- Comply with all the Conditions that relate to the management and maintenance of capital works on land as it relates to land under ownership of Neath Port Talbot Council as detailed in the table below.
- Support access to schools, which have agreed to be involved in the project and as set out in the project documents, for the purpose of delivering outdoor learning and minor grounds improvements in line with the project documents and the table below.

<b>Location of Land</b> <i>Including Land Registry Title No and OS no</i>	<b>Landowner</b> <i>Do they own freehold or leasehold</i>	<b>Works Required/value of work</b> <i>i.e. works being funded by HLF grant</i>
Cymmer Tip CWS  Land and Buildings on the West side of Heol-y-Glyn, Glyncorrwg WA494994	Freehold	Habitat Management (no capital) Interpretation Panel £900

SS8696 8697		
<p>Gwynfi CWS (section under ownership of NPTC only)</p> <p>Land on north side of Gwynfi Street, Port Talbot CYM389839 SS8896NE</p> <p>Land on the north side of Gwynfi Street, Blaengwynfi, Port Talbot CYM 420656 SS8896NE</p>	Freehold	<p>Habitat Management £4000 (whole site)</p> <p>Interpretation Panel £900</p>
<p>Schools (Various)</p> <p>Glyncorrwg Primary School, Bridge Street, Glyncorrwg, Port Talbot CYM279212 SS8799SE</p> <p>Abergwynfi Junior School, Station Road, Abergwynfi CYM303713 SS8996SE</p> <p>Land on the north east side of Bryntwn Road, Cymmer, Port Talbot WA625009 SS8596SE</p> <p>Croeserw County Infant School, Bryn Siriol, Cymmer, Port Talbot CYM339143 SS8695SE</p>	Freehold	<p>Minor/de minimis grounds improvements – various at each site e.g. bug hotels, pond, Sphagnum gardens. Total values at each:</p> <p>Pen-Afan £670 Croeserw £670 Cymer Afan £3640 Glyncorrwg £670</p>

- Grant all such licences and rights over land owned or occupied by it which is intended to be used as part of the Project as may be required for the purposes of:
  - delivering the Project,
  - the long term management and maintenance of that land for at least 10 years from the Project Completion Date

- maintaining public access to that land for at least 10 years from the Project Completion Date.

- Ensure there are firm plans in place to manage and maintain outputs of the activities or capital works as specified in the Project Documents where ongoing maintenance is required post project for 10 years.

3.2 In relation to project delivery, the Lost Peatlands Core Project Team will:

- Manage and maintain the relationship with NHLF through regular reporting and other correspondence, meaning Delivery Partners will not need to correspond directly with NHLF on issues relating to the Grant, unless agreed with the Project Steering Board;
- Collate and submit quarterly and annual progress reports, annual workplans and Project budgets to NLHF;
- Raise any issues of concern which may affect the Project's reputation or progress to the Project Steering Board;
- Manage and maintain financial records for the whole Project budget including details of individual activity and capital works finances;
- Ensure all the Delivery Partners comply with the Conditions and the Project's rules/policies.

#### SCHEDULE 4 – JOINT PARTNER RESPONSIBILITIES

4.1 The Joint Partner responsibilities are described in the Project Documents, and include, but are not limited to:

- Responsible for delivering the activity or capital works as set out within the Project Documents;
- Comply with all the Conditions that relate to the management and maintenance of capital works on land as it relates to land under ownership of the Welsh Government Woodland Estate as detailed in the table below;

<b>Location of Land</b> <i>Including Land Registry Title No and OS no</i>	<b>Landowner</b> <i>Do they own freehold or leasehold</i>	<b>Works Required/ estimated value of work</b> <i>i.e. works being funded by HLF grant on third party land</i>	<b>Rights Required?</b>	<b>Proposed easement/right or lease</b> <i>Confirm if any statutory rights to enter land</i>	<b>Third Party Agreement signed?</b> <i>Must be on terms which enable Grantee to fulfil our terms and conditions of Grant and for correct contract length (for capital works this is normally 10 years)</i>
Cregan HRA  Tynypant, Glyncorrwg, Port Talbot CYM269100  Blaenant Du, Glyncorrwg, Port Talbot CYM272298  SS860 992	Welsh Government Woodland Estate Freehold	Habitat Restoration £152,111 Sphagnum Inoculation £22976.70		Landowner permission to undertake work  Access Land under CROW	N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee
Cwm Saerbren HRA  Hendre Wen and Cwm Saerbren, Treherbert, Treorchy CYM267612  SS921 972	Welsh Government Woodland Estate Freehold	Habitat Restoration £6000 Sphagnum Inoculation £1604.79		Landowner permission to undertake work  Access Land under CROW	N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee

<p>Castell Nos HRA Land at Maerdy Farm, Maerdy, Ferndale CYM268856 Land at Pan Foel Aman, Cwmaman, Aberdare CYM269304 Tir Evan Bach Traws, Aberdare CYM278871</p> <p>SN970 005</p>	<p>Welsh Government Woodland Estate Freehold</p>	<p>Habitat Restoration £37896 Sphagnum Inoculation £22976.70</p>		<p>Landowner permission to undertake work</p> <p>Access Land under CROW</p>	<p>N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee</p>
<p>Glyncorrwg CWS Land lying to the south west of Glyn View, Glyncorrwg, Port Talbot CYM270421</p> <p>SS870 990</p>	<p>Welsh Government Woodland Estate Freehold</p>	<p>Habitat Management £16000 Interpretation Panel £900</p>		<p>Landowner permission to undertake work</p> <p>Access Land under CROW</p>	<p>N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee</p>
<p>Gwynfi CWS (section under ownership of WGWE only)</p> <p>Land at Mynydd Ynyscorrwg, Glyncorrwg, Port Talbot CYM266591</p> <p>SS889 969</p>	<p>Welsh Government Woodland Estate Freehold</p>	<p>Habitat Management £4000 (whole site)</p>		<p>Landowner permission to undertake work</p> <p>Access Land under CROW</p>	<p>N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee</p>
<p>Cwm Parc CWS Tyle-Fforest, Treherbert and land lying to the north of Vicarage</p>	<p>Welsh Government Woodland Estate Freehold</p>	<p>Habitat Management £3680 Interpretation Panel £900</p>		<p>Landowner permission to undertake work</p> <p>Access Land under CROW</p>	<p>N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee</p>

Terrace, Treorchy CYM270973 SS949 963					
Blaenrhondda CWS  Land at Treherbert, Llandyfodwg CYM 200940  SS925 993	Welsh Government Woodland Estate Freehold	Habitat Management (no capital) Interpretation Panel £900		Landowner permission to undertake work  Access Land under CROW	N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee
Hendre Mynydd CWS  Land at Treherbert, Llandyfodwg CYM200940  SN919 018	Welsh Government Woodland Estate Freehold	Habitat Management (no capital) Interpretation Panel £900		Landowner permission to undertake work  Access Land under CROW	N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee

- Ensure there are firm plans and if necessary legal agreements (granting any appropriate rights of access) in place to manage and maintain outputs of the activities or capital works as specified in the Project Documents where ongoing maintenance is required 10 years from the Project Completion Date, and the Joint Partner agrees to grant such rights as are required to facilitate the same;
- The Joint Partner will employ the Lost Peatlands Restoration Officer: in accordance with its usual employment terms and conditions for employees in a comparable role, to lead on the delivery and contract management of the agreed Project elements as set out in the Project Documents as relating to capital works on the Welsh Government Woodland Estate.
- *[The Joint Partner's obligations are subject to any restrictions, covenants, obligations or other constraints that may be identified through title checks currently being undertaken by external solicitors. We envisage such matters being set out here.]*

## **SCHEDULE 5 – DELIVERY PARTNER RESPONSIBILITIES**

4.1 The Delivery Partner responsibilities are described in the Project Documents, and (subject to any exceptions set out in Schedule 4 in respect of NRW) include, but are not limited to:

- Responsible for delivering the activity or capital works as set out within the Project Documents.
- Meet all legal requirements including those pertaining to Habitats Regulations Assessments, and landowner consents, permissions, licenses, planning permission and any other consents required so far as they relate to the particular Delivery Partner's involvement in the Project;
- Comply with all the Conditions so far as they related to the particular Delivery Partner's involvement in the Project.
- Take responsibility for the delivery, management and maintenance, where specified, of their outputs as specified in the Project Documents in relation to the Project.

Provide all reasonable assistance to other Delivery Partners to achieve the delivery, management and maintenance, where specified, of their outputs as specified in the Project Documents in relation to the Project;

- Ensure that the elements of the Project which they are responsible for as set out in the Project Documents are completed before the end of the NLHF Grant period according to the Conditions;
- Ensure there are firm plans and if necessary legal agreements in place to manage and maintain outputs of the activities or capital works as specified in the Project Documents where ongoing maintenance is required for 10 years after the Project Completion Date;
- Allow NLHF and Lost Peatlands Core Project Team to access individual activity or capital works sites, project records, finances, or plans, on request as part of their monitoring role, subject to reasonable notice.
- Report to the Lead Partner and/or Lost Peatlands Core Project Team on progress and budget using the process in Schedule 6;
- Inform the Lead Partner and/or Lost Peatlands Core Project Team at the earliest opportunity of any changes to an activity or capital works;
- Inform the Lead Partner and/or Lost Peatlands Core Project Team at the earliest opportunity of becoming aware of any conflict between the Conditions and another funder's requirements;

- Comply with a NLHF and Project Communications Protocol (to be agreed), including rules on acknowledging funders, when promoting their individual activities or capital works.

Further roles and responsibilities to be performed by individual Delivery Partners are set out below.

- Small Woods Association will employ the Lost Peatlands Community Health and Wellbeing Officer and SWA Wales (Coed Lleol) Manager/Evaluation Officer (additional hours): in accordance with its standard employment terms and conditions, to lead on the delivery of the agreed Project elements as set out in the Project Documents.
- Rhondda Cynon Taf Council will support access to schools, which have agreed to be involved in the project and as set out in the project documents, for the purpose of delivering outdoor learning and minor grounds improvements in line with the project documents and the table below.

<b>Location of Land</b> <i>Including Land Registry Title No and OS no</i>	<b>Landowner</b> <i>Do they own freehold or leasehold</i>	<b>Works Required/value of work</b> <i>i.e. works being funded by HLF grant on third party land</i>	<b>Rights Required?</b>	<b>Proposed easement/right or lease</b> <i>Confirm if any statutory rights to enter land</i>	<b>Third Party Agreement signed?</b> <i>Must be on terms which enable Grantee to fulfil our terms and conditions of Grant and for correct contract length (for capital works this is normally 10 years)</i>
Schools (Various)  Ynyswen Infants and Ysgol Gynradd Gyrmraeg Ynyswen, Ynyswen Road, Treorchy CYM416001 SS9497SE  Penyreglyn Community Primary School, Baglan Street, Trehertbert, Treorchy CYM518294 SS9497NW	Rhondda Cynon Taf Council Freehold	Minor/de minimis grounds improvements – various at each site e.g. bug hotels, pond, Sphagnum gardens. Total values at each: Penyreglyn £670 Ynyswen £790 Treorchy £670	N/A	N/A	N/A Value of works de minimis

Treorchy Comprehensive School, Treorchy CYM550202 SS9596NE					
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## SCHEDULE 6 - MONITORING AND REPORTING

To enable the Lost Peatlands Core Project Team to manage the Project and report to NLHF, the following process for monitoring and reporting on project progress and budgets must be followed.

a) Project start up

The Lead Partner and Delivery Partners must not start individual activity or capital works delivery under the Project Documents until the Lost Peatlands Core Project Team have given permission to start. This permission will be contingent upon the Delivery Partners each providing, where appropriate:

- Copies of any required landowner permissions and/or consents or licenses required for relevant project activities.
- Confirmation of all match funding required for the first year of the project.
- A signed copy of this Agreement.

b) Quarterly reports

The Lead Partner will produce an update report on the Project every 3 months and send to NLHF. This will include budget information, project progress information and approved project or budget changes. Delivery Partners will be required to supply information pertaining to elements they are responsible for to the Lead Partner.

c) Annual reports

In addition to the quarterly report, additional information on progress and achievements against NLHF outputs and outcomes will be required. Delivery Partners will be required to provide:

- Stories / case studies / photos and other monitoring evidence on their project, as reasonably required by the Lost Peatlands Core Project Team and as detailed in the Project Documents.

d) Project changes

Any planned changes to individual activity or capital works timescale, budget or outputs must be submitted to the Lead Partner for consideration and once agreed, submitted to the Project Steering Board for approval. Delivery Partners have a responsibility to report any unforeseen changes to the project to the Lost Peatlands Core Project Team as soon as reasonably possible.

## **SCHEDULE 7 – PROJECT STEERING BOARD**

### **1. MEMBERSHIP**

- 1.1 From the Commencement Date the make-up and operation of the Project Steering Board shall be governed by the Agreement. Each Party shall appoint one officer, with the exception of the Lead Partner which may appoint two officers (**Representative**). The Lead Partner shall provide administrative support for the Project Steering Board.
- 1.2 Each Representative shall have delegated power to make decisions, relating only to the Terms of Reference detailed, in Paragraph 3 below, on behalf of their respective Delivery Partner and where compliant with the standing orders, policies and procedures of that Delivery Partner, save for those matters which shall be referred back to the Delivery Partners for resolution in accordance with the terms of this Agreement.
- 1.3 An officer shall cease automatically to be a Representative if she/he ceases to be an officer of the Delivery Partner or organisation that she/he represents at the Project Steering Board.
- 1.5 The Project Steering Board may make decisions by electronic agreement of the Representatives of the Project Steering Board only. In such instances, all Delivery Partners must collectively agree on any decisions made and the Lead Partner will be responsible for securing email records of decisions made.

### **2. MEETINGS AND DECISIONS**

- 2.1 The Project Steering Board shall meet monthly in the first quarter of this Agreement and quarterly thereafter. Additional meetings may be convened if a Representative requests such a meeting.
- 2.2 Only a Representative may call a meeting of the Project Steering Board.
- 2.3 In cases of urgency Representative may agree any course of action within the remit of the Project Steering Board in writing which shall include the exchange of emails.
- 2.4 Subject to paragraph 2.7, no business shall be conducted at any meeting of the Project Steering Board unless the Representatives are present at the meeting.

- 2.5 The Project Steering Board may convene an operations board or task finish group to manage the day to day relationship or undertake designated tasks that contribute towards the success of the Project.
- 2.6 Any meetings shall be held within the Neath Port Talbot, and Rhondda Cynon Taff regions at a location and time determined by the Project Steering Board, or via online video conference.
- 2.7 A Representative may appoint an authorised deputy to attend any Project Steering Board meeting on his or her behalf. Where practicable the Project Steering Board should be made aware of such substitution. In exceptional circumstances, which shall be recorded in the relevant minutes, the Project Steering Board may conduct business without the presence of every Representative. However, no decisions can be taken which will affect the missing Representative or their organisation.
- 2.8 Any meeting of the Project Steering Board may be summoned on the giving of not less than 5 working days' notice to all other parties.
- 2.9 Each Representative (or an authorised representative) will use their best endeavours to reach a consensus which contributes to the success of the Project.
- 2.10 The Project Steering Board shall be chaired by Representatives on a rotating basis.
- 2.10 Any decision of the Project Steering Board must be passed by a unanimous vote.
- 2.11 Representatives may invite one or more guest officers, to attend meetings of the Project Steering Board. Guest officers would attend in a non-voting capacity to provide information and expertise when required.
- 2.12 The minutes of the proceedings of every meeting of the Project Steering Board shall be drawn up by the Lead Partner. Copies shall be circulated to all those in attendance within 2 weeks of the date of such meeting.

### **3. TERMS OF REFERENCE**

- 3.1 The activities of the Project Steering Board shall include but not be limited to:
- (a) Develop a comprehensive communication plan for the Project;

- (b) monitoring and reviewing, and where necessary addressing, the progress of the Project and implementation of the Project Documents;
- (c) resolving any conflicts between competing interests of the Delivery Partners;
- (d) the contract management of contracts funded by the Project;
- (e) reviewing the governance arrangements set out by this Agreement;
- (f) resolving any disputes referred to it via the escalation procedure;
- (g) communicating major concerns, issues or opportunities relating to the Project.
- (h) Funding/ claims/reporting

3.2 For the avoidance of doubt, any fundamental matters relating to this Agreement, including but not limited to the following, shall be referred back to each individual Partner for decision or agreement:

- (a) Early termination of a contract funded by the Project
- (b) Termination of this Agreement
- (c) Withdrawal by any Partner from this Agreement

## SCHEDULE 8 – FINANCIAL ARRANGEMENTS

The Project shall be funded in accordance with the Project Budget.

### The Grant

1. Subject to the performance by the Delivery Partners of their obligations under this Agreement and the Conditions, the Lead Partner shall reimburse the Delivery Partners as set out in the Award Letter Project Documents and Project Budget, unless otherwise agreed by the Parties in writing in accordance with Clause 15, Variations.

2. In accordance with the Award Letter and the Project Budget, the Lead Partner will process all claims and reimburse Partners for the Approved Project Costs.

3. Payment to Delivery Partners by the Lead Partner will be made after receipt of invoices within 30 days.

- Invoices must be accompanied by evidence of all expenditure.
- Invoices will be submitted quarterly for ongoing costs.
- Invoices for significant items of project expenditure may be submitted immediately on completion of the work if agreed with the Lost Peatlands Core Project Team.

4. The Lead Partner may require that a Delivery Partner repay to the Lead Partner in full of part the Grant paid to it by the Lead Partner if:

- 4.1 All or part of the Grant is applied otherwise than wholly and exclusively for the purposes of the Project; or
- 4.2 There has been an overpayment of the Grant by reason of an error made by either Delivery Partner; or
- 4.3 Any part of the Grant is subject to claw back due to breach the State Aid Rules; or
- 4.4 Any part of the Grant is subject to claw back from the NLHF resulting from a breach by a Delivery Partner of this Agreement and/or the Conditions.

5. A Delivery Partner, upon receipt of a written demand from the Lead Partner pursuant to paragraph 4 above, shall pay any sum that becomes repayable to the Lead Partner.

6. Wherever under this Agreement any sum of money is recoverable from or payable by a Delivery Partner to the Lead Partner, the Lead Partner may deduct from any further sum due to the respective Delivery Partner under this Agreement such amount as is due to the Lead Partner

### Delivery Partner Contributions

1. The Delivery Partners shall each contribute (via funding and in-kind) to the Project in accordance with the Project Budget.



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