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**Report to Council**

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**Date of Meeting: 21st April 2011**

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**Subject: Ochils Landscape Partnership**

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**Report by: Head of Service, Community and Regulatory Services**

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**1.0 Purpose**

1.1. The purpose of this report is:

- (a) to inform members of our success in attracting funding from the Heritage Lottery Fund (HLF) towards implementation of the Ochils Landscape Partnership Scheme;
- (b) to seek agreement to sign the relevant documentation to enable commencement of Scheme implementation, and
- (c) advise of the Council's changed role in the Partnership.

1.2. The Landscape Partnership Scheme has been planned and developed by the Council and its partners since 2007. In September 2010, HLF confirmed that the Partnership's application for implementation of the Scheme had been approved. The partners are now in the process of taking the necessary steps to receive formal permission to start from HLF.

1.3. This report, therefore, requests the Council's agreement that Clackmannanshire Council signs the Constitution, Management Agreement and Contract. The purpose of each of these documents is set out in paragraphs 3.6 to 3.14 below.

**2.0 Recommendations**

2.1. It is recommended that the Council:

- a) Approves the Ochil Landscape Partnership Constitution (Appendix 1)
- b) Approves the Ochil Landscape Partnership Management Agreement (Appendix 2), and
- c) Approves the contract with Heritage Lottery Fund (Appendix 3)

### **3.0 Considerations**

#### Background

- 3.1. In order for the Landscape Partnership Scheme to move successfully into the delivery phase there are a number of documents which need to be agreed and signed:
- Constitution (by all partners)
  - Management Agreement (between the Partnership and the Council as the responsible body)
  - Contract (between the Council and HLF)
- 3.2 The Council has played a key role in driving and promoting the development of the Landscape Partnership with partners since 2006, with Councillor Eddie Carrick as Chair of the OLP Steering Group throughout the planning and development stages. However, it was always recognised that the Scheme was a partnership involving a range of community organisations and, given the Council's pivotal role in successfully steering the Scheme to this stage, it was the intention to eventually offer the Chair to one of the Scheme's other partners. As such, it is now proposed that Councillor Carrick steps down from Chairmanship at the first OLP meeting following the signing of the Constitution. This meeting will take place after the 21st April Council meeting. At this meeting one of the other partners will be elected by vote as Chair of the OLP Executive Committee (formerly known as the Steering Group).
- 3.3 An application was made for an initial grant to develop a plan for the Scheme ('Stage 1') in March 2007. This was successful and the planning work was carried out during 2007/8 with support from a wide range of partners including statutory agencies and community groups. At a meeting on 13th March 2008 Clackmannanshire Council approved the Stage 1 application which was submitted to HLF on 31st March 2008.
- 3.4 After being successful in the Stage 1 Ochils Landscape Partnership application, a Stage 2 application was progressed over the next 18 months and submitted to HLF in April 2010. This was approved in September 2010 and the Council and its partners are now in the process of preparing the documentation required to get the official 'Permission to Start'.
- 3.5 The partners have formulated a scheme that is made up of twenty-two individual projects (Appendix 4) and the intention is to progress to their delivery over the next three years. It is envisaged that this the delivery phase could start in June 2011, dependent upon Council agreeing the recommendations in this report and subsequent agreement to start-up being given by HLF. The resulting improvements are intended to benefit residents throughout Clackmannanshire, increase visitors to the area and be a catalyst for future investment.
- 3.6 The projected value of the proposed scheme is £2.26 million and over £1.4 million of this has already been committed from a variety of funding sources. Officers are currently identifying and applying for additional funding sources

from programmes such as the European Social Fund Priority 5 and the Rural Priorities stream of the Scotland Rural Development Programme, to secure the remaining funding required, and are reasonably confident that this can be achieved. If the full amount of funding cannot be secured, the projects will be reconsidered and the scheme adapted accordingly to make best use of the funding available.

- 3.7 The costs associated with the OLP have all been calculated and agreed as part of the documentation supplied to Heritage Lottery Fund through the application process. All costs that the Council would reasonably incur would be reimbursed through the project funding. The total project costs agreed by HLF include a 10% contingency across all projects plus the scheme administration costs so any additional or unforeseen expenses incurred by the Council beyond that which was originally envisaged would be reimbursed from this contingency money.

#### Recommendation A: Approves the OLP Constitution

- 3.8 The Constitution will be signed by all partners. It would commit the Council to being a partner in the delivery of the Ochils Landscape Partnership.
- 3.9 Stirling Council is also a partner and it is understood that a report will be going to their Council recommending that they sign the Constitution on 19th May.
- 3.10 The Constitution is set out in Appendix 1 to this report.

#### Recommendation B: Approves the OLP Management Agreement

- 3.11 The Management Agreement clarifies the relationship between the Partnership and the Council as responsible body. It specifies the Council's responsibilities as Managing Body during the implementation stage (the next three years). The Council is in a good position to take on the responsibilities listed in Section 2 of the Management Agreement due to its experience in project management, accounting, HR and legal matters. Section 3 of the Agreement provides legal protection to the Council in undertaking this role.
- 3.12 The Management Agreement also covers the management and maintenance of any project assets for an additional seven year period beyond the three year implementation stage. Heritage Lottery Fund require the Scheme to be in place for ten years in total, consisting of the delivery period followed by a period of ongoing maintenance. £85,000 per year for each of the seven years that maintenance will be required has been allocated to the Scheme and there will therefore be no liability on the Council to find any additional funding to cover commitments during this phase.
- 3.13 The Management Agreement is set out in Appendix 2 of this report. Its obligations include:
- Take all appropriate steps to ensure the delivery of the Projects within the designated budgets;
  - Provide administrative and such other appropriate support to the OLP through the OLP Core Team;

- Ensure that the OLP complies with its Legal Duties; and
- Administer and account for all funds received from all funding agencies (including providing financial reports to the OLP);

The Management Agreement also includes a number of Conditions to provide protection to the Managing Authority.

In the event of any dispute arising over the Managing Authority's power to veto a decision of the OLP, the matter (at the request of the OLP or the Managing Authority) shall be referred to the Managing Authority's Legal Services Manager for determination. The determination of the Managing Authority's Legal Services Manager in this matter shall be final and binding on the Parties.

Recommendation C: Approves the contract with HLF

- 3.14 HLF require a contract to be signed between themselves and the Managing Body (Clackmannanshire Council) to formally accept the offer of funding that has been made to the OLP. This commits the Council to the delivery of the Scheme as set out in the application and associated Appendices submitted in April 2010.
- 3.15 Although the Council would be the responsible body with regard to delivery of the scheme, the costs will be fully met by the Landscape Partnership. There will be no further call on Council resources in relation to the implementation of the Scheme.
- 3.16 The contract is set out in Appendix 3 of this report.

**4.0 Sustainability Implications**

- 4.1. The projects contained within the overall Ochils Landscape Partnership Scheme will have the following implications for sustainability:
  - Improve quality of life in Clackmannanshire
  - Achieve sustainable economic development
  - Target skills and training and reduce unemployment
  - Conserve Clackmannanshire's built heritage
  - Reduce the environmental impact of travel
  - Further the conservation of biodiversity
  - Encourage outdoor activity
  - Protect and maintain greenspace
  - Encourage community participation in decision making

A table showing which of these implications for sustainability each project will meet is set out in Appendix 4.

## 5.0 Resource Implications

### 5.1. Financial Details

- 5.2. The full financial implications of the recommendations are set out in the report. This includes a reference to full life cycle costs where appropriate.

Yes

A more detailed breakdown of costs can be found in Appendix III of the Stage 2 Application to the Heritage Lottery Fund by the Ochils Landscape Partnership.

Finance have been consulted and have agreed the financial implications as set out in the report.

Yes

A member of the Finance Team sits on the Officer Coordination Group for the Ochils Landscape Partnership.

### 5.3. Staffing

There are no additional financial implications for the Council in terms of scheme implementation and staffing.

## 6.0 Exempt Reports

- 6.1. Is this report exempt? Yes  (please detail the reasons for exemption below) No

## 7.0 Declarations

The recommendations contained within this report support or implement our Corporate Priorities and Council Policies.

- (1) **Our Priorities 2008 - 2011** (Please double click on the check box )

The area has a positive image and attracts people and businesses	<input checked="" type="checkbox"/>
Our communities are more cohesive and inclusive	<input checked="" type="checkbox"/>
People are better skilled, trained and ready for learning and employment	<input checked="" type="checkbox"/>
Our communities are safer	<input type="checkbox"/>
Vulnerable people and families are supported	<input type="checkbox"/>
Substance misuse and its effects are reduced	<input type="checkbox"/>
Health is improving and health inequalities are reducing	<input checked="" type="checkbox"/>
The environment is protected and enhanced for all	<input checked="" type="checkbox"/>
The Council is effective, efficient and recognised for excellence	<input checked="" type="checkbox"/>

**(2) Council Policies** (Please detail)

- Core Paths Plan
- Open Space Framework (emerging)
- Biodiversity Action Plan
- Sustainability and Climate Change Strategy
- Single Outcome Agreement

**8.0 Equalities Impact**

8.1 Have you undertaken the required equalities impact assessment to ensure that no groups are adversely affected by the recommendations?

Yes  No

**9.0 Legality**

9.1 It has been confirmed that in adopting the recommendations contained in this report, the Council is acting within its legal powers. Yes

**10.0 Appendices**

10.1 Please list any appendices attached to this report. If there are no appendices, please state "none".

Appendix 1: OLP Constitution (November 2010)

Appendix 2: Management Agreement between Clackmannanshire Council and the Ochils Landscape Partnership (November 2010)

Appendix 3: Contract with Heritage Lottery Fund

Appendix 4: List of Projects

**11.0 Background Papers**

11.1 Have you used other documents to compile your report? (All documents must be kept available by the author for public inspection for four years from the date of meeting at which the report is considered)

Yes  (please list the documents below) No



Landscape Conservation Action Plan (OLP Stage 2 application to HLF) - Appendix III - Financial Information (Revised July 2010)

Contract between HLF and Clackmannanshire Council to accept the offer of grant funding.

**Author(s)**

NAME	DESIGNATION	TEL NO / EXTENSION
Helen Blenkarn	Development Officer (Sustainability)	01259 452639

**Approved by**

<b>NAME</b>	<b>DESIGNATION</b>	<b>SIGNATURE</b>
John Gillespie	Head of Community and Regulatory Services	
Garry Dallas	Director of Services to Communities	





## CONSTITUTION

### 1. NAME

The name of the organisation shall be "The Ochils Landscape Partnership" (hereinafter referred to as the "OLP").

### 2. AIMS

(A) To deliver the projects set out in the application to the Heritage Lottery Fund for grant funding;

(B) To deliver a scheme of projects that educate, conserve and promote the distinctive landscape features, cultural heritage and biodiversity of the local area;

(C) To provide a scheme of projects that link together to deliver defined benefits to local people and visitors alike, thereby providing a scheme that will encourage the exploration of the area's natural and cultural features, supporting and enhancing the region's economy; and

(D) Any other activities incidental to the delivery of items (A) to (C) above.

### 3. OBJECTIVES

(A) To conserve, enhance and promote local priority habitats and species.

(B) To enable people of all abilities to have appropriate access to the natural and cultural heritage of the OLP area.

(C) To reinforce the characteristic landscape features and local distinctiveness, through events, activities and recreational opportunities.

(D) To sustainably manage and celebrate the local cultural heritage which enhances appreciation, understanding and community involvement.

(E) To educate, inform and attract local people and visitors to the natural, cultural and landscape heritage of the OLP area.

(F) To provide training in transferrable skills that have previously been lost to the area, allowing people to sustain promote and interpret their local natural, cultural and landscape heritage.

The OLP shall be non-political and shall adhere to the requirements of all Equalities legislation.

### 4. MEMBERSHIP

Membership of the OLP shall consist of:

(A) CLACKMANNANSHIRE COUNCIL, a local authority constituted by section 2 of the Local Government etc (Scotland) Act 1994 and having its principal office at Greenfield, Alloa, FK10 2AD (the "Managing Authority").

(B) STIRLING COUNCIL, a local authority constituted by section 2 of the Local Government etc (Scotland) Act 1994 and having its principal office at Viewforth, Stirling, FK8 2ET

(C) THE UNIVERSITY OF STIRLING a university established in Scotland by charter dated 14<sup>th</sup> December 1967, (and registered as a charity in Scotland, registration number SC011159) of Stirling, FK9 4LA.

(D) SCOTTISH RURAL PROPERTY & BUSINESS ASSOCIATION LIMITED, a company incorporated under the Companies Acts (registered number SC257726) and having its registered office at Stuart House, Eskmills Business Park, Musselburgh, EH21 7PB

(E) JOINT COMMUNITY COUNCIL FORUM, having a place of business at Greenfield, Alloa, FK10 2AD

(F) ALVA GLEN HERITAGE TRUST, a company limited by guarantee (number SC282315) and having its registered office at 182 West Stirling Street, Alva, FK12 5BG (charity number SC036610)

(G) FRIENDS OF THE OCHILS, an unincorporated association (registered charity number SC022034) having a place of business at Parkhead, Logie, Stirling, FK9 4LS

(H) THE WOODLAND TRUST, a company limited by guarantee and having its registered office at Autumn Park, Dysart Road, Grantham, Lincolnshire, NG31 6LL

(I) DEVON ANGLING ASSOCIATION, an unincorporated association.

(J) DOLLAR COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973 and represented by THE DOLLAR OLP GROUP, an unincorporated association.

(K) CLACKMANNANSHIRE HERITAGE TRUST, a company limited by guarantee and having its registered office at Greenfield, Alloa, FK10 2AD

(L) MENSTRIE COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973.

(M) MUCKHART COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973

(N) ALVA COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973

(O) FORTH VALLEY COLLEGE OF FURTHER AND HIGHER EDUCATION, constituted as a body corporate under the Further and Higher Education (Scotland) Act 1992 and having its principal place of business at Grangemouth Road, Falkirk, FK2 9AD

(P) TILlicOUNTRY COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973

(Q) MUCKHART NATURE PARK, an unincorporated association

(R) NATIONAL TRUST FOR SCOTLAND, established by the National Trust for Scotland Order Confirmation Acts 1935 to 1973 and having its principal offices at Wemyss House, 28 Charlotte Square, Edinburgh, EH2 4ET

(S) CLACKMANNANSHIRE ACCESS FORUM, established as a partnership by the Council and others in exercise of their functions under section 25 of the Land Reform (Scotland) Act 2003 and having a principal place of business at Kilncraigs, Greenside Street, Alloa, FK10 1EB;

(T) CLACKMANNANSHIRE BIODIVERSITY PARTNERSHIP, established as a partnership and having a principal place of business at Kilncraigs, Greenside Street, Alloa, FK10 1EB; and

(U) LOGIE COMMUNITY COUNCIL, a community council established by section 51 of the Local Government (Scotland) Act 1973

each a "Party" or together "the OLP".

The above list of parties are hereby declared as the founder members of the OLP on the execution of this constitution. In the event that a Party does not execute the constitution, they shall be entitled to participate in the discussions of the OLP but shall not have a vote until such time that

Additional members may join the OLP on submitting an application form to the OLP Co-Ordinator. The OLP Co-Ordinator will call a meeting of the Executive Committee in accordance with the Constitution and add the applicants request to the agenda. The Executive Committee shall vote on whether to assume the applicant and the applicant shall be admitted as a member on:

- (i) receiving not less than 50% of the Executive Committee approving the application;
- (ii) receiving a supporting recommendation from either the Project Delivery Task Group or the Learning & Participation Task Group; and
- (iii) the applicant signing a deed of assumption to the Constitution;

## **5. EXECUTIVE COMMITTEE**

The strategic direction of the OLP shall be determined by its members and delivered through an Executive Committee consisting of the following:

- (A) 1 representative of the Managing Authority
- (B) 1 representative of Joint Community Council Forum (Clackmannanshire)
- (C) 1 representative of Scottish Rural Property and Business Association
- (D) 1 representative being the Chair of the sub committee known as 'Project Delivery Task Group'
- (E) 1 representative being the Chair of the sub committee known as 'Learning and Participation Task Group'; and
- (F) 2 representatives duly elected by the OLP from its membership (such representatives being exclusive to members of the Community within the OLP area)

Each member will have a named alternative who will be welcome to attend all meetings of the Executive Committee. Decisions of the Executive Committee will be taken in accordance with Clause 8.

## OFFICE BEARERS

The OLP shall be required to appoint Office Bearers by an election amongst the members of the OLP. The Office Bearers shall consist of a Chairperson and a Vice Chairperson and only those members of the Executive Committee shall be eligible for election (however this does not include the named alternate). Save for the representative of the Managing Authority (except where requested by the Executive Committee) any member shall be entitled to nominate a member of the Executive Committee as an Office Bearer and that person shall be appointed on receiving either (i) a simple majority if no other nomination or (ii) the greatest number of votes; both on a show of hands of the members present at the meeting.

The two community members of the Executive Committee along with the Chair and Vice Chair shall retire at the Annual General Meeting of the OLP but shall be eligible for re-election.

The Executive Committee shall meet at such intervals as they may determine having regard to the business to be transacted, however shall meet not less than six times in one calendar year.

The Executive Committee shall have power to:

1. Appoint from among the partnership member such Sub-Committees thereof as they deem necessary in order to carry out the objects of the OLP and to co-opt such additional persons as they may think desirable in the circumstances of each case. Members of the Sub-Committee need not be members of the Executive Committee.
2. Direct the work of the OLP core team

3. Agree costs and programme on the recommendations from task groups.
4. Appoint authorised signatories to sign on behalf of the OLP and until such appointment is made, it is declared that the Office Bearers shall be authorised signatories of the OLP; and
5. Appoint a member from the Committee to attend interviews for the post of OLP Coordinator in a representative capacity.

## 6. CORE TEAM

To assist the OLP, a team of 3.5 FTE staff will be employed by the Managing Authority for the period of the Scheme. Subject to the provisions of clause 9, the work plans of the OLP Core Team will be directed by the Executive Committee to deliver the aims and objectives of the OLP.

Principal areas of responsibility for the OLP core team shall include:

1. Project delivery
2. Procurement of materials, equipment and services relating to the business of the OLP
3. Media co-ordination, marketing and communication;
4. Provision of all necessary information as reasonably required by the Executive Committee (including financial statements);

although the specific arrangements shall be subject to a management agreement between the OLP and the Managing Authority

## 7. SUB COMMITTEES

At the first general meeting of the OLP and following adoption of the constitution sub committees shall be formed to deliver the objectives of the partnership. Sub committees will have no decision making powers. These sub committees will be known as:

'The Project Delivery Task group' and 'The Learning and Participation Task Group'.

(A) The Project Delivery Task Group's role shall include:

1. Assist the OLP core team with programme planning;
2. Assist the OLP core team with the monitoring of contracts;
3. Give "in kind" assistance;
4. Monitor and evaluate projects; and
5. Make recommendations to the Executive Committee.

(B) The Learning and Participation Task Group's role shall include:

1. Assist the OLP core team with project planning and programme of work
2. Develop volunteer strategy
3. Develop communication strategy

4. Develop education strategy
5. Monitor and evaluate projects
6. Make recommendations to the Executive Committee.

The Sub Committees shall work together where appropriate to combine knowledge and to share the skills of each task group. It shall be the responsibility of the Chair of each sub committee to put in place such necessary arrangements to meet this requirement.

## 8. MEETINGS

- A. The first meeting of the OLP shall take place on [ ], at which point the constitution will be adopted and the Office Bearers elected in accordance with the Constitution. Until the adoption of the Constitution and the election of the office bearers, this meeting shall be chaired by Councillor Carrick. The first item of business will be to confirm the nomination of the two community representatives to the Executive Committee. In the event that there are more than two applicants, a poll shall be taken of those present at the meeting with voting rights. The two applicants with the highest number of votes shall be selected. In the event of a tie, the nominee with the least votes shall be eliminated from the process and the voting process recommenced until two applicants remain and are duly elected.
- B. The OLP shall then elect a Chair and Vice Chair in accordance with clause 5. On the election of the Office Bearers, Councillor Carrick shall step down as the chair of the meeting and all meetings will proceed in accordance with the remaining provisions of this clause 8.
- C. The Chairperson whom failing the Vice-Chairperson shall preside at all general meetings and meetings of the Executive Committee. In the absence of both the Chairperson and the Vice-Chairperson those present as appropriate shall appoint one of their number to preside. It shall be the responsibility of the Chairperson to control order at the meetings and any questions arising over the procedure shall be decided by the Chairperson, whose decision shall be final. In the event of the alternate of the Chair being present, the meeting shall be presided by the Vice Chair and in the event of both Chair and Vice Chair's alternate being present, it shall fall to those present to appoint one of their number to be the Chair.
- D. The Annual General Meeting of the OLP shall be held in not less than one year from the creation of the OLP. The notice calling the Annual General Meeting of the OLP shall be accompanied by a Statement prepared by the Chairperson on the work of the Executive Committee during the year ended one month prior to the date of the meeting in accordance with this clause.
- E. The Quorum for general meetings of the OLP shall be eight (8) and for the meeting of the Executive Committee four (4). For the purposes of determining a quorum, a person's alternate shall be counted as a party.

- F. The Executive Committee may co-opt any member onto the committee, who may participate in meetings of the Committee, however that member shall not have a substantive vote nor shall they form part of the quorum.
- G. All general meetings of the OLP and meetings of the Executive Committee shall be called by the Chairman and 21 days notice in writing shall be given as to the time and place thereof and the business to be considered in so far as is known in the case of general meetings of the OLP and 14 days notice in the case of meetings of the Executive Committee. All papers shall be circulated not less than 7 days prior to the date of relevant meeting. For the purposes of this provision, notice in writing shall include notice given by electronic means.
- H. All members shall be invited to attend a general or special meeting by written notice in accordance with clause 8(D). In addition, a notice calling either type of meeting shall be placed in the local press. The same procedure shall apply to meetings of the Executive Committee save for the requirement to publicise the meeting in the local press.
- I. Meetings of Sub-Committee of the Committee shall be called by the OLP co-ordinator or by the Chair of such Sub-Committees as may be agreed between them.
- J. A Special General Meeting of the OLP shall be held if requisitioned by the Chairperson or by not less than two thirds of the members resolving do to so and if done so by letter in writing addressed to the OLP co-ordinator, stating the nature of the business proposed to be considered at such meeting. Any special General Meeting of the OLP so requisitioned shall be held within 35 days of receipt by the OLP co-ordinator of such requisition.
- K. Prior to any meeting of the OLP, Executive Committee or Sub Committee, each Party shall declare any interest in the item of business being debated (whether financial or non financial). In the event of such a declaration, it shall be for that Party to decide (in consultation with the OLP co-ordinator) whether that it is appropriate to continue in the debate and to vote on the matter under discussion
- L. Voting at meetings shall be on the basis of one vote per member present and the Chairperson shall have a casting vote as well as a deliberate vote except with regard to the election of Office Bearers and Executive Committee Members where, on an equality of votes the decision shall be made by ballot. Voting shall be by a show of hands (subject to clause 8(K) below)
- M. In the event that more than one representative of a Party (including alternates) are present, each Party shall have one substantive vote only and not a vote based on the number of members present. In the event that any Party cannot agree, their vote shall be exercised by the Chair.

## **9. FINANCE AND MEETING FUNCTIONS**

The OLP will enter into a management agreement with the Managing Authority, the purpose of which is to facilitate the delivery of the objectives of the OLP and insofar as possible to remove the administrative and regulatory burdens from the OLP onto the Managing Authority. This shall include the procurement of works, CDM compliance, financial compliance and employment and equalities compliance, although this list is not exhaustive.

The Executive Committee shall have the power to instruct the Managing Authority to carry out the projects providing that the OLP is acting lawfully in doing so.

**10. WINDING UP**

The OLP shall not be wound up except by resolution carried by a majority of not less than seventy five percent of those present and voting at a special General Meeting of the aforementioned called for the purpose. In the event of the OLP being wound up all funds of the OLP shall be disposed of for such voluntary purposes as they in their sole discretion may determine (but subject to any conditions of grant funding).

**11. INTERPRETATION AND AMENDMENT OF CONSTITUTION**

The Constitution shall not be amended except by resolution carried by a majority of not less than seventy five percent of those present and voting at either (i) an Annual General Meeting of the OLP or (ii) a Special General Meeting of the OLP. The terms of any proposed amendment to the Constitution shall be issued in full along with the notice calling any such Special General Meeting.

Any dispute or difference arising out of the interpretation of this Constitution shall be referred to the Chairman of the OLP for determination and resolution. In the event that this cannot be resolved, the affected Party may refer this matter for deliberation to the Chief Executive of the Managing Authority. The decision of the Chief Executive shall be final.

This memorandum consisting of this and the preceding seven pages is subscribed by the parties indicated in clause 4 as follows

**Subscribed for and on behalf of**  
CLACKMANNANSHIRE COUNCIL **by an**  
**Authorised Signatory, at Alloa on the ..... day**  
**of..... 2011 in the presence of**  
**this witness:-**

\_\_\_\_\_ **Signature**

\_\_\_\_\_ **Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_



**Subscribed for and on behalf of STIRLING  
COUNCIL by an Authorised Signatory, at  
on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of UNIVERISTY  
OF STIRLING by an Authorised Signatory, at  
on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of FRIENDS OF  
THE OCHILS by an Authorised Signatory, at  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of ALVA GLEN  
HERITAGE TRUST by an Authorised Signatory,  
at**

**..... on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

Subscribed for and on behalf of WOODLAND TRUST by an Authorised Signatory, at .....on the ..... day of ..... 2011 in the presence of this witness:-

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

Witness \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of DEVON  
ANGLING ASSOCIATION by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of**  
**CLACKMANNANSHIRE HERITAGE TRUST by an**  
**Authorised Signatory, at**  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of DOLLAR  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this

**witness:-**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**



**Subscribed for and on behalf of MENSTRIE  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of MUCKHART  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of MUCKHART  
NATURE PARK by an Authorised Signatory, at  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of FORTH VALLEY  
COLLEGE OF FURTHER AND HIGHER  
EDUCATION by an Authorised Signatory, at  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of TILlicOUNTRY  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

.....on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of ALVA  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this

**witness:-  
Witness**

\_\_\_\_\_

**Full Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Subscribed for and on behalf of LOGIE  
COMMUNITY COUNCIL by an Authorised  
Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of NATIONAL TRUST FOR SCOTLAND by an Authorised Signatory, at**

..... on the ..... day of ..... 2011 in the presence of this witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_



**Subscribed for and on behalf of  
CLACKMANNANSHIRE ACCESS FORUM by an  
Authorised Signatory, at**

..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of**  
CLACKMANNANSHIRE BIODIVERSITY  
PARTNERSHIP **by an Authorised Signatory, at**  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of JOINT  
COMMUNITY COUNCIL FORUM by an  
Authorised Signatory, at**  
..... on the ..... day of  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Subscribed for and on behalf of SCOTTISH  
RURAL PROPERTY & BUSINESS ASSOCIATION  
by an Authorised Signatory, at  
.....on the ..... day of  
..... 2011 in the presence of this  
witness:-**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Full Name**

**Witness** \_\_\_\_\_

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_



## **MANAGEMENT AGREEMENT**

*between*

**CLACKMANNANSHIRE COUNCIL**

*and*

**THE OCHILS LANDSCAPE PARTNERSHIP**

## MANAGEMENT AGREEMENT

between

- (1) **CLACKMANNANSHIRE COUNCIL**, a local authority constituted by section 2 of the Local Government etc (Scotland) Act 1994 and having its principal office at Greenfield, Alloa, FK10 2AD (hereinafter referred to as the "**Managing Authority**"); and
- (2) **THE OCHIL LANDSCAPE PARTNERSHIP**, an unincorporated association having its place of business at c/o Clackmannanshire Council, Ochil Landscape Partnership Core Team, Kilncraigs, Greenside Street, Alloa, FK10 1EB (hereinafter referred to as the "**OLP**")

each a "**Party**" or together "**the Parties**".

### Preamble

The Parties are mutually committed to progress the Projects and it is agreed between the Parties that the OLP will utilise the resources of the Managing Authority to ensure the delivery of the Projects set out in the OLP's Constitution to free and relieve the OLP from any onerous obligations

### 1. Definitions

In this Memorandum, the following words shall have the following meanings:

"**CDM Requirements**" means the requirements of the Construction Design and Management Regulations 2007;

"**Constitution**" means the document setting out the aims, powers and purpose of the OLP;

"**HLF Funding**" means the funds received in support of the Projects from the Heritage Lottery Fund;

"**Legal Duties**" means compliance with all appropriate legislation applicable to the delivery of the Projects, which shall include compliance with any CDM Requirements, Procurement Rules, all equalities and employment legislation and the provisions of the Local Government Acts;

"**Local Government Acts**" means the Local Government (Scotland) Act 1973, the Local Government etc (Scotland) Act 1994 and the Local Government in Scotland Act 2003

"**OLP Core Team**" means the staff specifically employed for the OLP (with such details to be provided to the OLP Executive) and such other officers of the Managing Authority as may be required to assist in the delivery of the Projects;

"**OLP Core Team Representative**" means the Service Manager, Development Services, or such alternate as she may nominate or such other person as nominated by the Managing Authority and intimated to the OLP;

"**OLP Executive**" means the decision making committee of the OLP as provided for in the Constitution and references to the decision making powers of the OLP shall be construed accordingly;

"**Procurement Rules**" means the provisions of the Public Contracts (Scotland) Regulations 2006 and the Managing Authority's Contract Standing Orders;

"**Projects**" mean the projects approved for delivery by the OLP and listed as appendices to the Constitution;

## **2. Managing Authority's Obligations**

In furtherance of the Constitution of the OLP, the Managing Authority shall (subject to the provisions of clause 3)

- 2.1. Take all appropriate steps to ensure the delivery of the Projects within the designated budgets;
- 2.2. Provide administrative and such other appropriate support to the OLP through the OLP Core Team;
- 2.3. Ensure that the OLP Core Team Representative is present at any meetings of the OLP Executive;
- 2.4. Permit a nominated member of the OLP Executive to be present at interviews for the post of the OLP Co-ordinator;
- 2.5. Ensure that the OLP complies with its Legal Duties; and
- 2.6. Administer and account for all funds received from all funding agencies (including providing financial reports to the OLP);

## **3. Managing Authority Conditions**

- 3.1. In the unlikely event that the OLP should do so, it shall be an essential requirement of this Agreement that in the event that the OLP notify the Managing Authority that they propose to require the Managing Authority to do the following:
  - 3.1.1. propose to proceed with any Projects that do not have an allocated budget or budgets;
  - 3.1.2. propose to proceed where a decision made by the OLP is not in accordance with the Constitution;
  - 3.1.3. require the Managing Authority to allocate any capital expenditure made from the Managing Authority's own funds to Projects where such expenditure would not relate to Managing Authority owned property;
  - 3.1.4. require the Managing Authority to breach any Legal Duties; or
  - 3.1.5. require the Managing Authority to breach (i) the HLF Funding conditions or (ii) any other funders conditions of their award and any subsequent funders requirementsthen the Managing Authority shall not require to carry out the decision of the OLP.
- 3.2. In the event of any dispute arising over the Managing Authority's power to veto a decision of the OLP, the matter (at the request of the OLP or the Managing Authority) shall be referred to the Managing Authority's Legal Services Department for determination. The determination of the Managing Authority's Legal Services Department in this matter shall be final and binding on the Parties.

## **4. Dispute Resolution**

- 4.1. The Parties shall work in a spirit of co-operation to deliver the Projects, however in the event that a dispute arises, either the Chairman or the OLP Core Team Representative shall request a meeting between the Parties aforementioned. The purpose of the meeting shall be to resolve the dispute in question and the agreement shall be binding on the Parties.

4.2. In the event that the Parties are unable to reach agreement, then either Party may refer the matter in dispute to the Chief Executive of the Managing Authority for resolution. It shall be at the discretion of the Chief Executive of the Managing Authority to determine what information they require and what procedures should be followed in determining the matter in dispute, however the Chief Executive shall maintain appropriate separation arrangements to ensure the neutrality over any dispute.

4.3. For the purposes of clause 4.2, the appropriate person shall be (i) in the event of a dispute concerning the financial affairs of the OLP, the Managing Authority's Officer appointed under section 95 of the Local Government (Scotland) Act 1973 or (ii) in the event of any other disputes, the Managing Authority's Monitoring Officer appointed under the Local Government and Housing Act 1989.

4.4. This provision does not apply to any matters in dispute that are governed by clause 3.

**5. Termination**

This Agreement shall remain in full force and effect until the earlier of

5.1.1. The delivery of all the Projects; or

5.1.2. The expiry of the period of 3 years from the last date of execution of this Agreement.

**6. Variations**

This Agreement may not be varied except by the written agreement of the Parties. Any variations shall be documented by means of a formal Deed of Variation.

**7. Entire Agreement**

This Agreement is the entire agreement between the Parties and supersedes any previous Memorandum of Understanding or other agreements.

**IN WITNESS WHEREOF** these presents consisting of this and the preceding pages have been executed by the Parties as follows:-

Subscribed for and on behalf of  
**CLACKMANNANSHIRE COUNCIL** by an  
Authorised Signatory, at Alloa on the ..... day  
of..... 2011 in the presence of  
this witness:-

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

Witness \_\_\_\_\_

Full Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_



Subscribed for and on behalf of **OCHIL  
LANDSCAPE PARTNERSHIP** by two Authorised  
Signatories, at \_\_\_\_\_ on the ..... day  
of \_\_\_\_\_  
..... 2011 in the presence of this  
witness:-

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

This Contract is between the **Trustees of the National Heritage Memorial Fund** of 7 Holbein Place, London, SW1W 8NR ('we', 'us', 'our') and **Clackmannanshire Council** of Greenfield, Alloa, Clackmannanshire FK10 2AD ('you', 'your').

Date: 2010

- **Application** – any documents or information you send us to support your request for a grant and identified in our records under reference number LP-08-00106.

- **Approved Purposes** – the partnership scheme programmes and other purposes for which you have applied for the Grant and how you or others ('a Third Party' or 'Third Parties') plan to carry out those purposes as set out in your Application. Taking into account:

- a) any changes to the list of partnership programmes or other purposes 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 our letter awarding you the Grant; and

- b) any changes to the list of partnership projects you sent with your Application which may be amended from time to time with our written approval beforehand. Approved Purposes include receiving and using partnership funding as set out in your Application.

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

- **Monitoring Documents** – the documents we publish from time to time to guide you and regulate the conduct of the Approved Purposes, insurance, publicity, how we pay the Grant, how we recover the Grant, monitoring and changes to the Grant.

- **The Grant** – **six hundred and thirty one thousand five hundred pounds (£631,500)** which we will pay under reference number **LP-08-00106/2**.

This is the amount given in our letter telling you about our grant award.

- **Third Party** – anybody (other than you) who owns or controls property listed in the Application.

- **Third Party Contract** – a contract that you enter into with a Third Party in line with clause 26c of this Contract.

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

• **Your Property** – any property that you buy, receive, create, restore or conserve with the Grant.

You and we agree to the following.

1 You will use the Grant only for the Approved Purposes, unless you get our approval beforehand.

2 You will achieve the Approved Purposes by **14 June 2014** (the Grant Expiry Date).

3 You will use Your Property, or allow it to be used, only for the Approved Usage.

4 As well as the terms of this Contract, you will follow the special conditions (if any) set out in the Appendix and in our letter awarding you the Grant and meet the conditions and requirements contained in the Monitoring Documents. If there is any difference between the special conditions and the terms of this Contract, the special conditions will apply.

5 When you carry out the Approved Purposes, you will use suitable financial and other management controls that:

a) make sure that the Grant is used for its intended purpose;

b) are in line with high standards of honesty, regularity and good financial management, and to a standard of quality which is appropriate to a scheme which is important to the national heritage; and

c) are in line with the accounting and auditing principles set out in the Monitoring Documents.

6 You will not start work to achieve the Approved Purposes, or make any changes to the Approved Purposes, without our approval beforehand.

7 You will send us, in line with our instructions, the relevant information we ask for in the Monitoring Documents.

8 You will give us any financial or other information and records we may need from time to time on the Grant, Your Property, Third Party Property, the Approved Purposes (and achieving them) and the Approved Usage.

9 You will allow us (or any people we authorise) to have any access we may need to:

a) inspect Your Property and any work to Your Property;

b) monitor the conduct and progress of the Approved Purposes; and

c) monitor the Approved Usage.

10 If we (or any person we authorise) make any recommendation on the matters set out in clause 9, you will take those recommendations into account when meeting your obligations under this Contract.

11 You will take appropriate steps to monitor the success of the Approved Purposes, and whether Your Property is used for the Approved Usage. Each year you will give us a report ('the Annual Report') in which you must review the Approved Purposes as a whole and show us that during that year the Approved Purposes have been carried out successfully and in line with this Contract and the Monitoring Documents. Each Annual Report must cover the whole year ending on the anniversary of the date on which we agreed, in writing, that the scheme starts. The Annual Report must reach us within one month of that date.

12 Before you start any phase of the work needed to achieve the Approved Purposes, you will put into place all necessary contracts with contractors and professional advisers to allow you to finish that phase of the work. Each contract you sign and date must be on terms that an employer with relevant experience would enter into for contractors or professional advisers to provide similar work or services for schemes of the same size, value, complexity and importance as the Approved Purposes. The building contracts must contain a clause which allows you to withhold a retention on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.

13 If the Approved Purposes involve buying goods or services or getting work done, you will conduct a tendering exercise in line with the Monitoring Documents. Unless we agree otherwise in writing, you must also advertise any new posts as set out in the Monitoring Documents.

14 If you use any part of the Grant yourself to buy, receive, create, restore, conserve or otherwise fund Your Property, 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 steps to do so);

without our approval beforehand. If we give 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 Your Property (we will work out the share in line with the Monitoring Documents).
- b) That you sell or let Your Property at the full market value.
- c) Any other conditions as we think fit.

15 If the Approved Purposes include buying or receiving land or buildings, you will buy or receive either a freehold interest or a lease that has at least 80 years left to run.

16 You will maintain Your Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring Your Property, you will maintain it in good repair and condition after it has been created, repaired or restored.

17 You will insure Your Property and any work to it to the standard set out in (and use any proceeds of the insurance in line with) the Monitoring Documents.

18 You will keep any objects or fixtures that form part of Your Property in a physically secure and appropriate environment.

19 You will tell us, in writing, within five working days about any significant loss or damage to Your Property.

20 You will arrange for the general public to have appropriate access to Your Property. You will make sure that no person is unreasonably denied access to it.

21 Before we make any public announcement of the Grant, you will 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.

22 Once we have announced the Grant, you will acknowledge the Grant publicly in line with the Monitoring Documents and 'How to acknowledge your Grant' booklet. You will also give us photographs of your scheme and meet any other requirements we may tell you about from time to time.

23 You give us the right to use the photographs you send us. You must get any permission you need for you and us to use the photographs before you send them to us or before you use them.

24 We will make the purpose and amount of the Grant public under the Freedom of Information Act 2000 and in whatever other way we think fit.

25 Up to the Grant Expiry Date, we will pay you the Grant or any instalment of it in line with this Contract and the procedures and terms set out in the Monitoring Documents 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;

b) we are satisfied that you or a Third Party are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with this Contract, and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes; and

c) the total amount of the Grant you have received is not more than the total annual allocations (as set out in the Application) up to the date on which you ask for an instalment of the Grant.

26 If the Approved Purposes involve a Third Party using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third Party Property, we will only pay you that part of the Grant on the conditions set out in the Monitoring Documents and if:

a) you have sent us any details of the Third Party and of the Third Party Property that we need to see and approve in line with the Monitoring Documents;

b) no work or alterations have been carried out to the Third Party Property since you included it in the Application, which you believe make it less valuable as a heritage asset; and

c) the Third Party has entered into a Third-Party contract with you that allows you to enforce against the Third Party, in relation to their Third-Party Property and the part of the Grant you have set aside for them, terms that are no less strict than the terms set out in this Contract.

27 If a Third Party breaks any of the terms of its Third-Party Contract, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and recover any money they owe you as a result. You must pay us a share of any money you recover from a Third Party. You must work out the share in line with the Monitoring Documents. You must pay us this money immediately.

28 If we tell you in writing, you must allow us to take over and carry forward for our own benefit any proceedings against a Third Party. You must also make sure that all Third Party Contracts allow for this to happen. If we tell you, you must transfer to us any rights that you may have as a result of a Third-Party Contract being broken.

29 You must not use any part of the Grant towards work on your Property or Third-Party Property without getting our written permission beforehand if that part of the Grant has been identified in your notification letter as one which you must refer to us before you offer it.

30 Unless we agree otherwise, you must make sure (in a way that can be enforced in law) that anyone who buys or receives Third-Party Property from a Third Party:

a) insures the Third-Party Property up to an amount and against such risks as is reasonable and appropriate in all the relevant circumstances;

b) maintains the Third-Party Property's character and appearance, bearing in mind the area it is based in;

c) keeps to any other conditions we say must be followed before the Third-Party Property is sold; and d) repays you in line with the conditions of the Monitoring Documents for repaying the Grant.

31 You must take all reasonable steps to monitor and, unless we agree otherwise:

- enforce against anyone who buys or receives Third-Party Property from a Third Party the conditions referred to in clause 30 a, b and c above;

- recover any amounts owed to you in connection with clause 30 d; and

- pay us a share of any amount you recover. You must work out this share in the same way as under clause 27 of this Contract.

32 We confirm that the Grant is recorded in our accounts as a firm commitment to pay the money.

33 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.

34 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 fail to keep to clause 1 or 2 (unless the failure was to achieve the Approved Purposes by the Grant Expiry Date and the failure happened due to events beyond your control);

b) you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;

(c) you have, in our opinion, put fraudulent, incorrect or misleading information in your application form;

d) you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage; or

e) any competent authority directs the repayment of the Grant.

35 You must repay to us any Grant that we have paid you (or any smaller amounts we ask you to repay) if we tell you that you must repay it for any of the following reasons. (We will also stop any future payments of the Grant.)

- a) There is a significant change in your status.
- b) We are satisfied that you have used any fraudulent, incorrect or misleading information to fill in any Monitoring Documents or to provide other information to us.
- c) You knowingly withhold information that is relevant to the content of the Application.
- d) You fail to keep to any of the terms of this Contract (other than under clause 34).

36 If you have to repay the Grant as a result of:

- a) a change of ownership of all or part of Your Property;
- b) a significant change in your status;
- c) a change from the Approved Purposes or Approved Usage; or
- d) you no longer operating due to a merger with, or the transfer of functions to, another organisation.

You, the new organisation or the new owner must, within 90 days of the terms being broken, send us a new version of your Application to consider.

37 We may decide not to ask you to repay the Grant (or any part of it) if we agree to the new version of the application and you, the new organisation or the new owner enters into a new grant contract with us on any terms as we think fit.

38 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 assume that you have spent the Grant in proportion to other funds you received from other sources for the Approved Purposes.

39 If you sell or otherwise part with all or part of Your Property without our permission under clause 14 or 36, or you receive money in some other way as a result of the terms being broken, 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 clause 34 or 35. We will work out the share in line with the Monitoring Documents.

40 We may stop funding in line with this Contract if, within two years of the date of this Contract, you have not spent at least 20% of the Grant.

41 If we stop funding in line with clause 40, you may still claim amounts you have offered to Third Parties but have not yet paid them at the date we stop funding. You may also claim any amounts we agree should still be available for you to carry out work to Your Property.

42 If we stop funding under clause 40, you must (if we ask you to) transfer any Third-Party Contracts to us or to someone we choose.

43 You may not and will not claim to transfer the Grant or this Contract, or any rights under this Contract.

44 You must take all steps, and sign and date any documents, as may be necessary to carry out your obligations under this Contract and to give us the rights granted to us under this Contract.

45 If you are made up of more than one person, any liability under this Contract will apply to you all together and separately.

46 We may rely on any of our rights under this Contract at any time, even if we do not 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 this Contract.

47 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 this Contract if we (or any person we authorise) give it to you in writing.

48 Any notice, request or other document we or you send to each other under this Contract must be delivered or sent by first-class post to the addresses in this Contract, or to any other addresses we may specify.

49 Any documents you need to send us under this Contract 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.

50 The conditions of this Contract last for 10 years from the date of this Contract or when all Third-Party Contracts end, whichever is later.

51 It is not intended that the conditions in this Contract can be enforced by any person other than you or us.

**Appendix**  
special conditions

Before we give you permission to start work to achieve the Approved Purposes in accordance with clause 6 of this Contract you must submit to us for our approval:

1. a signed partnership agreement in which all partners commit to our 10 year management and maintenance requirements; and
2. evidence that you have received State Aid clearance where necessary for each of the programmes within the scheme.

Signed on behalf of the Trustees of  
the National Heritage Memorial Fund .....



Duly authorised for and on behalf of  
Clackmannanshire Council

.....

(please print your name)

.....

RJ/Ochils LPS/2



## Appendix 4: List of Projects

		Improve quality of life in Clackmannanshire	Achieve sustainable economic development	Target skills and training and reduce unemployment	Conserve Clackmannanshire's built heritage	Reduce the environmental impact of travel	Further the conservation of biodiversity	Encourage outdoor activity	Protect and maintain greenspace	Encourage community participation in decision making
<b>Programme A</b>										
A1	The Hillfoots Way	✓	✓	✓		✓	✓	✓	✓	✓
A2	Bonnie Blairlogie	✓	✓	✓			✓	✓	✓	✓
A3	Dumyat Paths	✓	✓	✓			✓	✓	✓	✓
A4	Menstrie Glen	✓	✓	✓			✓	✓	✓	✓
A5	Alva Glen	✓	✓	✓			✓	✓	✓	✓
A6	Ochils Woodland Park	✓	✓	✓			✓	✓	✓	✓
A7	Tillicoultry Glen	✓	✓	✓			✓	✓	✓	✓
A8	Dollar Glen	✓	✓	✓			✓	✓	✓	✓
A9	Restoration of Mill Green	✓	✓	✓			✓	✓	✓	✓
A10	Dollar Burn Education and Interpretation	✓	✓	✓			✓	✓	✓	✓
A11	Dollar Burn Water Race Course Restoration	✓	✓	✓	✓		✓	✓	✓	✓
A12	Muckhart Nature Park	✓	✓	✓			✓	✓	✓	✓

A13	Control of Bracken		✓	✓			✓	✓	✓	✓
<b>Programme B</b>										
B1	Devon Trail	✓	✓	✓		✓	✓	✓	✓	✓
B2	Reinstatement of Natural Wetlands		✓	✓			✓	✓	✓	✓
B3	Riverbank Stabilisation		✓	✓			✓	✓	✓	✓
B4	Control of Alien Species		✓	✓			✓	✓	✓	✓
<b>Programme C</b>										
C1	Ochils Orientation	✓	✓	✓		✓	✓	✓		✓
C2	Ochils Festival	✓	✓	✓			✓	✓		✓
C3	Historic Kirkyards	✓	✓	✓	✓			✓	✓	✓
C4	Mining and Minerals	✓	✓	✓	✓			✓	✓	✓
C5	Alva Ice House	✓	✓	✓	✓			✓		✓