

**The MOD SSSI Programme –
Joint Partnering Agreement
between the Ministry of Defence and Natural England
2009-2015**

Agreement

1. Agreement relating to achieving Government PSA Target for SSSI on the MOD estate and engagement between the Ministry of Defence and Natural England; the partners.
2. The partners do not intend this document to be legally binding, and it shall not create and legally binding duties or obligations between the parties. The Partners enter into this Agreement in good faith and in the spirit of co-operation in order to achieve common aims.

Duration of the Agreement

3. This Agreement shall take effect in January 2009 and shall continue until April 2015.

Background

4. Public Service Agreement Target 3b for Sites of Special Scientific Interest states: *“Care for our natural heritage, make the countryside attractive and enjoyable for all and preserve biological diversity by bringing into favourable condition by 2010 95% of all nationally important wildlife sites.”* Whilst Natural England is responsible for day to day implementation of SSSI legislation and for assessment and monitoring of SSSI condition, the PSA target is set by Government, who expect that all governmental bodies will contribute to its achievement.
5. The MOD has responsibility under S28G of the Wildlife and Countryside Act 1981 as amended by the Countryside and Rights of Way Act 2000 to take reasonable steps, consistent with the proper exercise of its functions to further the conservation and enhancement of the features by reason of which SSSIs are designated.
6. Following on from the success of the MOD’s SSSI Programme since 2003 to improve the condition of MOD SSSIs, the MOD has unique challenges to completion of the Programme:
 - i. Increase in the operational training tempo and future requirements for the MOD estate
 - ii. Conflicts between the operational imperatives and the SSSI objectives on certain units.
 - iii. A requirement for a flexible approach to be able to accommodate as yet unknown training needs for future operational requirements.
7. Natural England acknowledge the importance of avoiding operational penalties to MOD’s training imperatives and MOD’s commitment to complete improvement works to bring the SSSI units for which it is responsible into favourable condition.

Purpose

8. This document sets out the approach and mechanism by which MOD can agree plans with Natural England which address MOD-owned remedies and thereby secure favourable or unfavourable recovering condition (in partnership with other remedy owners) across not less than 95% of MOD SSSI area by December 2010.

Objectives

9. The MOD and NE will work closely together:
 - i. To restore to favourable or unfavourable recovering condition MOD SSSIs, both through gains delivered by MOD remedy action alone, and in partnership with other remedy owners;
 - ii. To maintain the condition of MOD-owned SSSI units which are currently recovering or in favourable target condition;
 - iii. Where necessary, to discuss and agree solutions for units where SSSI objectives directly conflict with the military imperatives for a site.
 - iv. To raise the level of awareness and understanding within both organisations of:
 - the nature conservation value of the MOD's SSSIs,
 - the importance of achieving favourable condition, and
 - the importance of the military activities that occur across the estate.

Implementation

10. In order for a remedy to be considered underway, conditions must be compliant with those described in the MOD section of the most recent version of the document *"Definitions of when remedies are underway / complete"*, available from Natural England. For the status of a SSSI to be changed to unfavourable recovering, all identified remedies (whether owned by MOD or others) must be at least underway¹ ("Tew Rule").
11. To address MOD owned remedies, Natural England and MOD staff will work together to agree local implementation plans for each MOD-owned SSSI. These may take the form of an annex to Integrated Land Management Plans or other relevant plan documents where these are already in place.
12. The development and implementation of locally agreed plans will occur in 2 phases, to run concurrently between 2009 and 2015:
 - i. Phase 1 will entail the update of the MOD SSSI Programme for each site in collaboration with Natural England officers. Phase 1 planning will be completed

¹ *The remedy covers a wide variety or works on the ground, sometimes but not always on the organisations owned SSSI land. The remedy can be changed to underway/complete once either:*

i) work on the ground has commenced to remedy the adverse condition reason.

Or,

ii) where there is an approved Management Plan in place that sets out the full scope of management and works needed to deliver recovery and sufficient resource committed for the first year of the plan.

Note that where funding in future years is required to achieve / maintain recovering condition, the remedy will only remain underway whilst funds are committed. If funding is not available for the works on the unit to continue, a new agreed / identified remedy will be added to the unit and where the condition of the unit was favourable or recovering, it would revert back to unfavourable no change or unfavourable declining.

by 16th March 2009 (or later in March by local agreement between the partners) and will result in a costed plan of actions required to secure MOD remedies on each SSSI. It will also identify actions for other remedy owners on MOD SSSIs, with a commitment from MOD and Natural England to work together with these remedy owners to secure all necessary remedies by December 2010. ENSIS will be updated to reflect remedies included in Phase 1 plans by Natural England before the end of March 2009.

- ii. Phase 2 will entail commissioning of contractors and works, with appropriate monitoring to ensure effective restoration to meet the delivery of SSSI improvement works.
13. Completion of Phase 2 will depend upon the availability of resources and the necessary statutory approvals. The MOD and Natural England will therefore co-operate to ensure sufficient funding is available (see section on Funding and Procurement Arrangements) and that the final Programme is subject to streamlined assenting and other approval mechanisms by the relevant statutory bodies.
 14. MOD will collate each locally agreed SSSI plans into the MOD SSSI programme for reporting purposes.

Funding and Procurement Arrangements

15. Two forms of resources will be used as a contribution to the Programme –
 - Financial allocation by the Ministry of Defence and other available funding sources, and
 - Staff resources provided by both NE and MOD.
16. SSSI improvement and maintenance funding will be sought and allocated by the MOD on an annual basis.
17. Due to the nature of the work and uncertainty around contractor costs and potential for in-kind contributions, the resource contributions to the Programme will be agreed by the MOD during its budget setting process and be committed to projects on an annual basis.
18. Both Partners will adhere to their own procurement procedures.

Annual Review

19. The SSSI plan will be reviewed annually to assess progress and provide flexibility to respond to new challenges and opportunities.
20. By the end of January of each year (starting in January 2009) MOD and Natural England will review the plan for delivery for the following financial year as well as the overall long term plan. This will include review and confirmation of targets for condition of MOD land and remedy delivery. The partners will agree their respective contributions to achieving these targets.
21. Should insufficient or additional financial resources be provided in a particular year to deliver the agreed programme of works, MOD and NE will agree revisions to the relevant Phase 1 and Phase 2 local SSSI plans which will reallocate the undelivered works to other financial years up to 2015. All efforts to secure the outstanding resource required will be made to ensure overall delivery is not compromised.

22. Both partners will ensure resources are directed most efficiently to maximise impact on the SSSI PSA target, and particularly the overall condition of MOD-owned SSSI land and remedy delivery.
23. As part of the annual review Natural England and MOD will review those sites where MOD operational priorities conflict with SSSI objectives and consider how these issues can be resolved.

Duties of the Partners

24. The intention of the Partners within this Agreement is to co-operate and foster the implementation of the MOD SSSI Programme. The Partners commit themselves to doing everything reasonably in their power to achieve the implementation and successful outcome of the MOD SSSI Programme. Partners agree to allocate staff time for main work areas and to provide resources as appropriate to completing the Programme.
25. Each Partner will implement the elements of the agreement and the SSSI Programme for which they are responsible.
26. Each Partner undertakes to notify the other of any event that is liable to affect the implementation of the Programme as soon as practicable after the Partner becomes aware of any such event and assist the Steering Group in rapidly finding a workable solution as soon as possible.
27. Each Partner will appoint a representative to attend relevant review and monitoring meetings.

Duties of the MOD

28. The MOD will coordinate the delivery of all aspects of the SSSI Programme on their estate.
29. The MOD will ensure MLG ownership boundaries are up to date and will work with NE to amend where necessary.
30. The MOD will use the MLG website to agree remedies and the financial years in which they will be delivered.

Duties of Natural England

31. NE will ensure that ENSIS is kept up-to-date.
32. NE will provide regular reports to the Major Landowners Group on MOD owned SSSI condition. Live condition statistics will be available to MOD via the MLG website.

Programme Management

33. The Programme will be managed by the MOD and overseen by the MOD Biodiversity Steering Board.
34. This agreement and the SSSI programme will be monitored jointly by MOD and NE and the partners will meet annually (or more frequently should issues require) for the

purpose of reviewing progress against the Programme and consider any issues that arise.

Force Majeure

35. All events or circumstances outside the reasonable control of the Partners and that impede the implementation of the Agreement shall be deemed to constitute force majeure. If such a case arises, the Partner involved should notify the other Partner immediately.

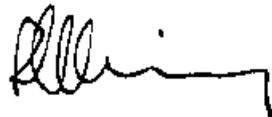
Dispute Resolution

36. Whilst it is unlikely that there will be any significant differences of opinion, any disagreements will be resolved as soon as possible at the local level in the first instance.

37. Should this not be possible, the matter will be referred to the MOD/NE Monitoring representatives. If a satisfactory resolution is not found then the matter can be referred to the relevant Directors of Natural England and Defence Estates.

38. Any further dispute or difference arising from interpretation of the terms of this Agreement shall be addressed through the mechanism of the Declaration of Intent between the Ministry of Defence and Natural England.

Signatures to the Agreement



Signed:.....
Name: Richard McKinney, Head of Property
Organisation: Defence Estates (on behalf of the Ministry of Defence)
Date: 14th January 2009



Signed:.....
Name: Robin Tucker, Executive Director, National Delivery
Organisation: Natural England
Date: 9th January 2009