

Memorandum of Understanding between
THE MINISTER OF STATE WITH RESPONSIBILITY FOR NATURE, HERITAGE
AND ELECTORAL REFORM

and

THE COMMUNITY WETLANDS FORUM

2024



Memorandum of Understanding (MoU) made between the **Minister of State with responsibility for Nature, Heritage and Electoral Reform**, having his principle office at Custom House, Dublin 1 (hereinafter called “the Minister” and where the context so admits, the National Parks and Wildlife Service, its staff, officers and agents) of the one part and **Community Wetlands Forum CLG** of Riverside Cottage, Carrowcrin, Dromahair, County Leitrim of the second

A. Definitions

1. In this MoU:

- (a)** the **Forum** means The Community Wetlands Forum
- (b)** **Minister** means the Minister of State with responsibility for Nature, Heritage and Electoral Reform
- (c)** **NPWS** means the National Parks and Wildlife Service
- (d)** **Department** means the Department of Housing, Local Government and Heritage
- (e)** The **Chairperson** means the Chairperson of the Community Wetlands Forum
- (f)** **Development Officer** means the Development Officer of the Community Wetlands Forum

2. Any reference in this Memorandum of Understanding to the National Parks and Wildlife Service or the Department of Housing, Local Government and Heritage or the Department/NPWS shall be deemed to be references to the Minister of State with responsibility for Nature, Heritage and Electoral Reform.

B. Purpose & Objective of Agreement

3. The Community Wetlands Forum (CWF) was established under the umbrella of IRL in September 2013. The initiative came from community groups already involved in wetland conservation in recognition of the work already undertaken by Irish Rural Link on behalf of community groups affected by the EU Habitats Directive (92/43/EEC) and in the development of wetlands as an asset for the community.

4. The Forum provides a representative platform for community-led wetland conservation groups based on the principles of community development (empowerment; participation; inclusion; self-determination; and partnership).
5. The main aim of the Forum is to provide a representative platform for community-led wetland conservation groups based on the principles of community development (empowerment; participation; inclusion, equality of opportunity and anti-discrimination; self-determination; partnership). In support of the main objective, CWF has the following subsidiary objectives:
 - To promote Wetlands and Peatlands as important places of biodiversity and conservation, as well as community integration, well-being and ownership
 - To facilitate the sharing of knowledge, ideas and organisational methods; research and best practice; knowledge from national and international experts; and funding possibilities
 - To grow the network by encouraging and inviting new community groups who are in the process of developing community wetlands or who wish to undertake such developments
 - To facilitate regular Community Wetlands Forum meetings where all stakeholders in wetland conservation can participate as equal partners
 - To share and introduce the latest research, national and international expertise, similar networks, funding possibilities and approaches in conservation best practises
 - To maximise linkages with other relevant plans, programmes and strategies
6. The Forum develops a culture of open and inclusive collaboration and knowledge exchange between community groups and other key stakeholders involved in managing and conserving wetlands. The Forum encourages an integrated approach to supporting communities who wish to become involved in the management and conservation of their local wetlands by identifying and using best practice in developing communication strategies to promote the wetlands both locally and nationally. The Forum will represent the interests of the community groups by highlighting problems, advocating appropriate policies and sharing experiences and examples of good practice.

7. The National Parks and Wildlife Service (NPWS) oversees the protection and presentation of Ireland's heritage assets. Its goals include the protection of habitats and species through the promotion of activities considered beneficial to their conservation and restoration and raising awareness about our natural heritage through education and information dissemination.
8. The NPWS along with others, works to manage protected peatlands in a manner that sustains them in environmental terms. One of the aims of the NPWS is to liaise with groups and communities in order to empower communities to manage their own resources. The Community Wetlands Forum can be used as a platform for community engagement where different volunteer and community based groups can support the work of the NPWS by sharing information, experience and support to each other.
9. An application was made to the NPWS in 2016 to enter into a Memorandum of Understanding with Irish Rural Link. This was agreed between the NPWS and IRL in 2018. Since 2018 a MOU has been in place each year between the NPWS and CWF via IRL. In September 2023, an application was made directly by the Community Wetlands Forum CLG to the NPWS, which forms the basis for this Memorandum of Understanding for 2024.
10. The Forum is now functioning as a newly formed Company Limited by Guarantee. The Forum is liaising with the Charity Regulators to ensure that the CWF's governance systems satisfy the CRA's Governance Code and that the CWF secures a Charity Number.
11. The NPWS has agreed, subject to the terms of this Memorandum of Understanding, to provide a grant of a maximum of €100,000 to be used towards the Forum's operational costs in 2024 in order to implement and co-ordinate the priority actions for 2024 as set out in the application and CWF Strategic Plan.

C. The Terms of this Memorandum of Understanding are as follows:

12. On foot of the application for funding, the NPWS, subject to the terms of this Memorandum of Understanding, has agreed to provide the grant of up to a maximum of €100,000 in 2024, with the expectation that CWF will provide proof of match funding of an additional 20%.

13. The Forum hereby agree to adhere to both the terms of this Memorandum of Understanding and the application for funding at Appendix 2 hereof in consideration of receipt and payment of this grant.
14. This grant must be used by the Forum to discharge administrative/running and other costs in 2024 as set out in the application.
15. A Development Officer shall be employed by the Forum to implement and co-ordinate the priority actions of the Forum for 2024 as set out in the application and CWF Strategic Plan.
16. In the event that the grant is not used for the purpose as set in paragraph 15 and in accordance with the application the grant becomes immediately repayable to the Department.
17. In the event that the Development Officer leaves or is transferred to another body then the remaining grant funding will not be payable.
18. The award of this grant is payable, subject to the funding being available, for the year 2024 only and the award of this grant for the year 2024 does not imply or infer any future commitment to further grants which would be subject to normal budgetary processes and application processes.
19. The payment of this grant does confer any obligation, partnership or any legal relationship on the Department to the Forum.
20. Any Development Officer who is employed on foot of this grant will be an employee of the Forum and the payment of this grant does not confer any legal relationship or obligation on the part of the Department to the Development Officer.
21. The Forum agrees to adhere to all the relevant employment legislation and hereby confirm that all relevant employment policies and procedures are in place.
22. Subject to paragraph 30 and 31, the payment of the grant will be paid quarterly in arrears pursuant to a timetable to be agreed by the parties hereto and subject to the Forum providing the NPWS

with the following documentation which include: signed and certified timesheets and travel and subsistence claim forms and a breakdown of vouched administrative costs. Payment of the grant funding is by Electronic Fund Transfer (EFT) and the grantee is required to complete an EFT form and the Recoupment Claim Form for payment of the grant.

23. The grant must be fully drawn down by **22nd November 2024**. On 22nd November 2024 any unpaid balance of this grant (including the total grant) will be deemed to be withdrawn unless written confirmation to the contrary is provided to the NPWS and the NPWS agrees to pay any outstanding balance in 2025.
24. Payment of this grant is conditional on the availability of funds to the NPWS at the time of request for drawdown of the grant.
25. Previously IRL supported the Forum with its objectives and oversaw governance, financial and administrative matters for the Forum. This responsibility is now being taken over by CWF Company Limited by Guarantee themselves.
26. The Forum will acknowledge the receipt of the grant funding provided by the Minister/Department/NPWS by way of this Memorandum of Understanding.
27. The Forum will provide briefing to the NPWS as requested, e.g., for Ministerial/Department appearances before Oireachtas committees and any other financial reporting requirements as is required.
28. The Forum will provide the NPWS with data and material in a co-ordinated and timely fashion in relation to serving the political system; e.g. Parliamentary Questions, Ministerial Representations, etc.
29. All payments of this grant to the Forum are dependent and conditional upon satisfactory reconciliation of previous grants by the Forum.
30. The Forum must report in its annual report/financial statements:

- (a) The name of the Department and National Parks and Wildlife Service in the report,
 - (b) The actual name of the grant programme,
 - (c) The amount and term of the total grant and the amount of grant accounted for in the current financial statements if it is less than the entire amount,
 - (d) Where relevant, the amount of capital/current funding provided and the reporting policies being used in relation to current and future instalments, and
 - (e) Whether and how the use of the grant is restricted (i.e. is it for a particular project or for the delivery of a service).
31. The NPWS and/or the Comptroller and Auditor General (C&AG) may carry out spot checks in relation to financial supports provided by the State and this Memorandum of Understanding reserves the right of the NPWS and the C&AG to examine, query or audit documentation of the expenditure of any public grant funding at any time, notwithstanding the role of the Forum's own independent auditors.
32. The Forum will comply with all of the requirements of the Public Spending Code as set out in *Circular 13/13: The Public Spending Code: Expenditure Planning, Appraisal & Evaluation in the Irish Public Service - Standard Rules & Procedures* (September 2013) and available at <http://publicspendingcode.per.gov.ie> and with Department of Public Expenditure and Reform *Circular 13/2014 - Management of and Accountability for Grants from Exchequer Funds*.
33. The Forum will provide the Department, if requested, with all relevant audit documentation to ensure compliance with *Circular 13/13: The Public Spending Code: Expenditure Planning, Appraisal & Evaluation in the Irish Public Service - Standard Rules & Procedures* (September 2013) and available at <http://publicspendingcode.per.gov.ie>. The Forum will adhere to guidelines for reporting of grants as issued from time to time by the Department of Finance or the Department of Public Expenditure and Reform.
34. The Forum shall adhere to the Children's Act 2015 and '*Children First – National Guidance for the Protection and Welfare of Children*'.

35. This Memorandum of Understanding and communications between the parties shall be subject to the Freedom of Information Acts and Access to Information on the Environment Regulations in line with the Department's obligations under the Freedom of Information Acts and the Access to Information on the Environment Regulations.

Appendix 2

Community Wetlands Forum Proposed Costs 2024

| Heading | Detail | Total Cost |
|---|--|------------|
| Staff Costs | Development Officer Salary, Employers RSI and Pension. Based on salary of €40,500 with provision for review in 6 months | €47,560 |
| Travel & Subsistence | Civil service mileage and subsistence rates – when visiting member sites, on CWF business, or representing CWF at Conferences/Workshops and on Partnerships | €7,000 |
| Organisational Support for the CWF and its members, staff, and Directors, | Completion of Strategic Plan – workshops with members, consulting external stakeholders, Presentation to members/stakeholders, Board sign off and Launch; CPD for Development Officer; Induction/Training new Board Members focus on Governance and Management Systems; Joining European Climate Pact; and training for Community Groups – governance, resourcing their activities, and establishing partnerships. | €11,000 |
| Publishing and Communications | Development of new info sheets for CWF members and maintenance/hosting CWF website, subscriptions | €7,440 |
| Events/training and workshops | Includes AGM & Workshops 18th April, Ballinasloe; CWF Artists Webinar Series – “ <i>Creativity from the Wetlands</i> ”; 3 Webinar and 2 study trips exploring establishment and management of community wetland walking trails; 2 follow up meetings / events to CWF study trip / skill share in Co. Mayo with view to establishing regional structure in Mayo / Mid-West region; 4 CWF study trip / skill share outreach event in area with minimal / no members aimed at increasing reach of CWF; and Financing Community Wetland Restoration - an exploratory workshop with NGOs, academics and policy makers, with case study input from CWF members; and a Study Visit/Exchange with Northern Ireland Wetland Groups. | €17,000 |

| | | |
|-----------------------------|--|-----------------|
| | NATURA 2000 & Blanket Bog engagement – initial series of community meetings & skill share around western blanket bogs – provide support for PCES applications. | |
| Legal and audit | Insurance. Legal Fees and Audit | €3500 |
| Office equipment, supplies, | Home office equipment and stationary for DO – to include laptop, webcam, headset, mouse and ancillary equipment, printer – scanner and stationary | €3,500 |
| Payroll & Secretarial | Payroll/Revenue returns, and admin/secretarial support. | €3,000 |
| Total | | €100,000 |

The €100,000 funding will be provided on the condition that match funding of an additional 20% is paid by CWF and evidence of same is provided with each payment claim submitted to the NPWS.

The Memorandum of Understanding is signed:

On behalf of the Minister by


SIGNED, by _____

Being an Officer so authorised by the
Minister for Housing, Local Government and Heritage
Under Section 15(4) of the
Ministers and Secretaries Act 1924
in the presence of:



Witness

Date: **21/04/2024**

On behalf of Community Wetlands Forum
By



Chairperson
Community Wetlands Forum

Date: April 16, 2024