

Memorandum of Understanding (Draft)

Between North Uist Development Company (Trading) (referred to as UistWind), and North Uist Development Company (referred to as NUDC).

Definitions;

UistWind is a Community Benefit Society (RS00738) with a membership of individuals, groups or companies (without reference to residency) who have supported UistWind by purchasing shares in the society.

NUDC is a registered membership charity (Company No. SC383175; Charity No. SC041709) supported by residents from the post area of HS6.

North Uist community wind turbine project is the renewable energy project at Criongrabhal, near Clachan-na-Luib, North Uist.

Purpose of the Memorandum of Understanding;

- To ensure that UistWind and NUDC work together towards a sustainable and viable community in North Uist and act in accordance with their respective governing documents.
- To facilitate relations between UistWind and NUDC through collaboration and good communication using the agreed framework of this Memorandum of Understanding.
- *To outline the relationship between NUDC and UistWind in order to facilitate the drafting a formal Deed of Covenant defining the working relationship between the two organisations.*

UistWind and NUDC agree to collaborate and cooperate in all matters to ensure the smooth running of both organisations for the benefit of North Uist and its residents.

Duration;

This agreement will last the lifetime of the North Uist community wind turbine project.

The agreement will be reviewed every 3 years to assess continuing fitness for purpose and to agree amendments when necessary.

Either UistWind or NUDC may request a review of the agreement at any time. The request for review may not be repeated until one year has passed unless both parties agree a review is necessary before a year has passed.

Principal roles;

NUDC;

- To be the Development Company for North Uist, facilitating activities and projects to benefit the people and environment of North Uist in accordance with its constitution.
- To set up, administer and facilitate the running of a Community Benefit Fund for North Uist.
- To support UistWind in its primary role as an independent Community Benefit Society and operator of renewable energy project(s).

UistWind;

- To manage the North Uist community wind turbine project for the maximum benefit of North Uist and its residents.
- To deliver funds to the Community Benefit Fund for distribution amongst applicants to the Community Benefit Fund after meeting all necessary obligations to ensure that it operates as a viable long term independent operator.
- To support NUDC in its role as the Development Company for North Uist.

Meetings & Communication;

In the spirit of collaboration, openness and mutual interest:

- UistWind agree to circulate minutes of their management committee meetings and accounts to all board members of NUDC.
- NUDC agree to circulate minutes of their board meetings and accounts to all management committee members of UistWind.
- NUDC will nominate 3 representatives to be appointed as full members of the management committee of UistWind in accordance with clause 5.2 of UistWind's governing document.
 - At least one NUDC nominee will be a director of NUDC.
 - All NUDC nominees must be residents of North Uist (Postcode area HS6).
 - An office bearer of the NUDC board will not normally be an office bearer of UistWind management committee and vice versa.
- NUDC agree to ensure that NUDC board representatives attend all Membership meetings of UistWind.
- UistWind agree to ensure that representatives of UistWind Management Committee attend all Membership meetings of NUDC.
- UistWind and NUDC agree to collaborate and maximise the use of social media and the internet to inform and engage the community of North Uist in the work of both organisations.

Community Investment Plan;

NUDC and UistWind acknowledge the important work already undertaken in drawing up the Uist Wind Community Investment Plan 2019-2024.

NUDC and UistWind agree to review and update the Community Investment Plan in consultation with North Uist community at appropriate intervals.

NUDC and UistWind agree to use the plan as the foundation for developing an independent Community Benefit Fund which meets the needs and wishes of the community of North Uist.

Support;

UistWind agrees to support NUDC in accordance with clause 1.4.3 of UistWind's governing document.

Support will normally either be in the form of direct financial support, or as a collaboration in the funding, employment and supervision of an employee or employees, either jointly or separately, to administer and promote the activities of both UistWind and NUDC. NUDC and UistWind will negotiate an agreement or agreements on the level of support to be provided subject to the availability of funds.

UistWind and NUDC agree to collaborate in the planning for, and community engagement required, to set up an independent Community Benefit Fund for North Uist.

Financial support provided by UistWind to NUDC and/or the Community Benefit Fund will be reviewed at least annually.

Termination of Memorandum;

The agreement will be terminated if either UistWind or NUDC cease to trade or are to be dissolved.

The agreement can be terminated if either UistWind Management Committee or NUDC Board of Directors believes that this Memorandum is no longer fit for purpose by following the steps listed below in sequence;

1. Formal notification in writing to all Management Committee members of UistWind and Board members of NUDC giving notice of intention to terminate and the reasons for the termination.
2. UistWind Management Committee and NUDC Board of Directors undertake to make best efforts to resolve the issues raised by the notice to terminate within 3 months of the date of the formal notification to terminate the Memorandum.
3. If no resolution can be agreed, UistWind and NUDC agree to notify their respective membership giving 3 months notice of the termination of the Memorandum of Understanding.
4. The party proposing the termination may only proceed if its membership has been informed. The rules of each organisation's governing document must be followed and the proposed termination agreed by the membership according to the rules at an EGM, AGM, EMM or AMM as appropriate.

The termination of the agreement by one party without the agreement of the other will take no less than 6 months.

Joint Employees;

NUDC and UistWind, due the shared interest and roles of the respective organisations, agree from time to time to engage staff who will undertake duties for both organisations.

- Prior to a joint post being advertised the following will be agreed by both Uist Wind management committee;
 - Job title.
 - Job description.
 - Total hours to be worked and division of hours allocated to each organisation.
 - Source (or sources) of funding to cover the cost of employment.
 - Line management and employment administration for employee.
 - Probationary period.
 - Notice period.
 - Policies and procedures applicable to post (e.g. grievance and disciplinary procedures)

The list is not exhaustive.

Community Development and Wind Farm Manager post (advertised November 2024)

- The division of hours for the post will be 50% allocated to NUDC and 50% to UistWind.
- There will be a joint NUDC and Uist Wind review 6 months prior to the end of the 3 year contract.

Appointment committee;

The appointment committee for a joint post will consist of an equal number of representatives from NUDC board and UistWind management committee.

Probationary period:

Prior to the end of the probationary period a review of the post will be undertaken by both NUDC and UistWind. The contract with the probationary post holder will only be confirmed with the agreement of both NUDC and UistWind.

Management of post:

Employees appointed to undertake duties for both organisations will;

- Undertake duties according to the job description agreed by both committees.
- Will be answerable separately to NUDC Board for duties undertaken for NUDC and to UistWind management committee for duties undertaken for UistWind.
- NUDC and UistWind will each make their own separate respective arrangements to supervise and appraise the employees work for their respective organisation.
- The employee will have a designated line manager responsible for all contractual and employment law issues related to the joint post to ensure there is simplicity and transparency should any disciplinary, grievance or other such dispute arise.
- The line manager for the post will be a member of NUDC board of directors.

The NUDC and UistWind supervisors of the employee will meet jointly with the post holder no less than 3 times a year to review how the joint post is working for both the post holder and each organisation, and to make adjustments to the arrangements for managing the post if considered necessary.

A meeting of the 3 parties can be called at any time by any one of the parties.

Disputes:

- If either NUDC or UistWind are dissatisfied with how the post holder is dividing their time with each of the organisations, the organisation should call a joint meeting of the 3 parties to address the issue (as above).
- The designated line manager will be responsible for enacting the changes agreed with the postholder
- If the issue remains unresolved, with the agreement of their respective management committee or board, the organisation will raise the matter formally with the other management committee or board.
- NUDC board and UistWind management committee will endeavour to resolve disagreements amicably.
- In all disputes concerning a joint employee, NUDC and UistWind will respect the rights and the welfare of their employee, and will ensure that the employee does not become a victim in any differences between the organisations.
- If a resolution cannot be found both parties agree to independent binding arbitration.