

# **Memorandum of Understanding between the Ministry of Defence and the Forestry Commission for the use of Forestry Commission land by Military Personnel (England)**

## **INTRODUCTION**

1. This Memorandum of Understanding (MoU) between the Ministry of Defence (MOD) and the Forestry Commission (FC) aims to enhance the relationship between staff and working arrangements for MOD training over FC land.
2. The role of the Forestry Commission is protecting and expanding forests and woodlands, and increasing their value to society and the environment.
3. The primary aim of MOD is to deliver security for the people of the UK and the Overseas Territories by defending them, including against terrorism; and to act as a force for good by strengthening international peace and stability. The MOD also provides military aid to civil authorities and crisis management domestically, as well as roles such as bomb disposal, flood relief, emergency fire cover, fisheries protection and counter-drugs operations. In order to meet its objectives MOD personnel need to train over a variety of terrain types including those represented on land owned by the FC. In managing these activities MOD is acutely aware of its social and environmental stewardship responsibilities for the Defence estate and for other land over which training activities occur.

## **PURPOSE**

4. The purpose of this MoU is to provide a framework for the staff of both organisations to work together to deliver arrangements through which the Armed Forces can use Forestry Commission land.

## **SCOPE**

5. This MoU relates to the use of FC (England) land and property by the Armed Services, visiting forces, the Reserve Forces (e.g. Territorial Army) and Cadet Forces. This use is defined by the MOD as "Training over Private Land" (TOPL). The nature of the training can be divided into Adventurous Training and Military Training:
  6. Adventurous Training. This is generally conducted in civilian clothing and in the same manner as civilian activities. The activities may require overnight stays on FC land. They do not include military tactical training or the use of weapons. Typical activities include:
    - Hill walking.
    - Navigation.
    - Climbing.
    - Canoeing.
    - Orienteering.
    - Other outdoor pursuits as authorised by MOD and agreed by the FC.

7. **Military Training.** This includes activities such as:

- Tactical exercises without troops (TEWT). These military exercises generally involve a low number of personnel and vehicles that require access to a particular location or to various locations to hold observation and reconnaissance practises.
- Tactical military training. This is carried out with or without weapons/vehicles and may involve night-time use of Forestry Commission Land.
- Assessment Exercises or Arduous Training. These exercises involve limited numbers of personnel or vehicles engaged in selection courses or exercises such as 'escape and evasion'. They may involve night-time use of FC land.
- Helicopter exercises. These activities involve the landing or parking of helicopters on Forestry Commission land. This may involve flying in the hours of darkness. They may be associated with other forms of military exercise.

## **WAYS OF WORKING**

### **Restrictions on the Use of FC Land**

8. The FC may need to restrict the use of certain forests at particular times of the year to ensure that recreational, environmental and forestry operational interests are safeguarded. The FC will liaise with Defence Estates (DE) to ensure that restrictions are notified to DE annually to ensure that local agreement can be reached with the FC District Managers on acceptable levels of training.

### **Applications for use**

9. The application procedure for MOD training on FC land will be in a format agreed between DE and FC.

10. It should be noted when MOD units apply to use FC land that:

a. No live ammunition is to be expended on FC land. The use of blank ammunition, smoke grenades, thunder flashes and any other pyrotechnics are expressly prohibited **unless** prior written permission has been obtained from the FC.

b. MOD must ensure that the use of radio equipment does not interfere with the radio frequencies used by the Commission, emergency services and other legitimate broadcasts from sites on Commission land.

c. The FC agrees to the use of light wheeled vehicles up to 8 tonnes on Commission roads, tracks and rides, commensurate with the nature and scale of any permitted exercise and **subject** to observing any site specific restriction detailed by the Regional Forest District Manager (RFDM). Heavy transport, construction equipment and tracked vehicles **will not** be

permitted to use Forestry Commission land, road, tracks and rides unless prior written approval has been issued by the Commission. The Commission reserves the right to refuse or limit the entry of any vehicle on to Commission land, roads, tracks and rides.

d. The FC agrees to the use of helicopters to transport Service personnel and materials on to Commission land.

11. A minimum of 6 weeks notice must be given to the Regional Forest Management Director (RFMD) in order for proper consideration to be given to the application. Only in exceptional circumstances will the RFMD consider an application outside the minimum period of advanced notice.

### **Conditions on the use**

12. On receipt of an application, the Regional Forest Management Director (RFMD) will determine the conditions for use of a particular site, to take into account;

- The nature of the training activity.
- FC Byelaws for the site.
- Other users of the land.
- Environmental conditions.
- Nature Conservation and Historic Environment
- Forestry operations.
- Fire risk.
- Extreme weather conditions.

These conditions will be detailed in the formal written approval for the use.

### **Charges for the Use**

13. Regional agreements will be put in place between DE and FC which will detail any fees for the use of Forestry Commission Land.

### **Health and Safety**

14. The MOD will provide the FC with a Risk Assessment setting out the arrangements to protect the health and safety of service personnel, FC employees and all others likely to be within the vicinity of a training exercise.

### **Indemnity**

15. The MOD shall indemnify the FC against all claims arising from any loss or damage, or injury or death to service personnel, FC employees and any third parties arising from the exercise of any permission, except where such loss or injury is caused by the negligence of the Commission or its employees. The FC will notify MOD immediately of any claims which may so arise.

## **Compensation**

16. The MOD will pay compensation or make good to the RFMD's satisfaction all damage to Forestry Commission land and property caused by the exercise of any permission. The MOD will clear all equipment and litter brought onto Forestry Commission land by the Service unit to the reasonable satisfaction of the RFMD. If required by either the Commission or MOD, the RFMD will prepare a schedule of condition which will be agreed with MOD prior to entry onto Commission land and property. The reasonable cost of preparation of any schedule shall be borne by the MOD.

17. In the event of any claim for damage, or for failure to clear equipment or litter, the FMD will notify DE within seven working days of the end of the period covered by the permission. Any repair or remedial work deemed necessary by the Commission shall be completed within a reasonable timescale to be agreed with the RFMD, who will pay particular regard to the safety of the forest and other users. In the event of repairs or remedial works not being carried out to an acceptable standard or within the agreed timescale, the Commission will reserve the right to carry out such works and recover the full cost from MOD.

## **COMMUNICATION AND ENGAGEMENT**

### **Communication**

18. The Director of each organisation will ensure that the content of this MoU is communicated to the respective staff in both organisations.

19. The staff of both bodies and their agents shall make and maintain close working relationships and will endeavour to develop an understanding of their respective interests and requirements. Both bodies will develop, share and promote best practice and will work to resolve any differences between them at the lowest appropriate level.

20. When training is authorised on FC land:

a. If any of the Commission's tenants and/or landlords or other persons having an interest in the land are likely to be affected by the exercise of any permissions, then the MOD will inform all those persons. If their permission is required MOD will obtain permission. The Commission will give the MOD the names and addresses of those persons likely to be affected.

b. The RFMD will ensure that all holders of a contract to provide services to or purchase goods from the Commission on the land affected by any permission are notified of the permission and the approved areas to be used, and will require them to notify any sub-contractors and their employees. The RFMD will ensure that all forest district staff are notified of any permission.

## Data exchange

21. The parties will exchange data relating to their respective interests. FC will provide MOD with details of environmental constraints such as the location of designated wildlife sites and sites with historic or archaeological interest. MOD will provide data on the types of use and numbers of personnel and vehicles using FC land, so far as this is reasonable.

## Engagement Plan

22. The parties will endeavour to work together in a structured manner as follows:

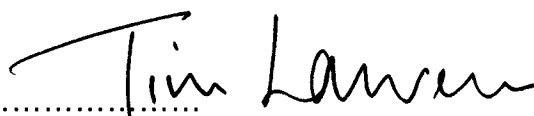
- a. The Chief Executives will normally hold an annual meeting
- b. A principal Director in each organisation will hold the appointment of MOD-FC Liaison Director. The Directors will nominate a principal liaison officer and suitable points of contact of staff with lead responsibility for policy and operational issues related to the MOD use of FC land. A list of contacts will be exchanged and updated on an annual basis.
- c. The principal liaison officers will meet twice a year or as required by the necessity of the business between the organisations.

## STATUS OF THE MoU

23. No action arising from this MoU will override the statutory duties or responsibilities of either body.

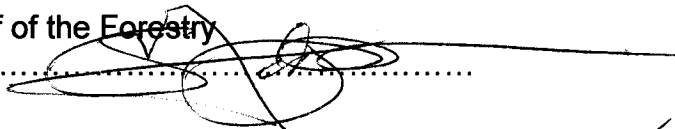
24. This Memorandum of Understanding has immediate effect. It supersedes the previous Memorandum of Understanding signed on 24 October 2004. The contents of this statement will be communicated to all appropriate staff within the MOD and the Forestry Commission in England and its application will be subject to formal review every five years.

Signed on behalf of the Ministry of  
Defence.....



Date..... 17 June 2008

Signed on Behalf of the Forestry  
Commission.....



Date..... 17.6.08