

MEMORANDUM OF UNDERSTANDING

MAINTENANCE OF THE XX Local Records Centre

INTRODUCTION

- 1.1. This Memorandum of Understanding establishes a collaborative relationship between the following parties:

XXX
YYY
ZZZ

This group will hereinafter be referred to as “the Partners”.

Other Partners may be invited to join at a later date, subject to a decision by the XX LOCAL RECORDS CENTRE Steering Group. All decisions made will be recorded in the minutes of XX LOCAL RECORDS CENTRE Steering Group meetings.

- 1.2. This Memorandum of Understanding provides a framework within which the Partners will strive to achieve the objectives of running the XX LOCAL RECORDS CENTRE. The objectives are laid out in section 3.
- 1.3. The spirit of this agreement is to co-operate to mutual advantage; no party will seek to benefit unduly from the inputs of the other parties.
- 1.4. It is agreed that this Memorandum of Understanding may be amended during the course of its term with the agreement of the XX LOCAL RECORDS CENTRE Steering Group and Centre.

2. Definitions

“The Centre”	means the XX LOCAL RECORDS CENTRE.
“The Partners”	are those partners listed in 1.1 above together with any temporarily listed in XX LOCAL RECORDS CENTRE Steering Group minutes prior to the Memorandum of Understanding being amended
“The XX LOCAL RECORDS CENTRE Steering Group”	means the team including representatives from the Partners.
“Element”	means contribution of money or data.

3. OBJECTIVES

- 3.1. The objectives of the Centre are to:

- Ensure that the Centre maintains its standards that allow it to be part of the National Biodiversity Network (NBN) and enable the Centre to achieve accreditation;
- Promote wildlife recording and a wide understanding of the need for information about our environment;
- Ensure easy access to biodiversity data for all those who wish to use it whilst maintaining security and quality of data;
- Develop the Centre so that a wide variety of biodiversity data both recent and historic is collected, stored and used;

- Ensure that the operational Centre is adequately resourced to meet the needs of data suppliers and users;
- Review on a regular basis the framework* needed to ensure that the Centre operates successfully;
- Use existing data and develop new datasets to improve the information and value of the data the Centre holds.

(*including memorandum of understanding, composition/role of the steering group, management structure, policies and procedures, data supply/release agreements, charging structure etc)

4. DURATION

- 4.1. This Memorandum of Understanding will come into effect on **DD/MM/YYYY** and remains in effect until **DD/MM/YYYY** initially. The content of this Memorandum of Understanding will be subject to a yearly review by the XX LOCAL RECORDS CENTRE Steering Group at a meeting. This Memorandum of Understanding may be extended for a further period by mutual consent of all Partners. Any decisions made will be recorded in the minutes of XX LOCAL RECORDS CENTRE Steering Group meetings.

5. CENTRE MANAGEMENT

- 5.1. The XXX hosts the Centre providing office space and support. The host organisation acts as the legal employer of Centre staff and its employment policies and procedures apply. Annex A sets out the specific terms of this arrangement. It has nominated a senior officer to represent it on the XX LOCAL RECORDS CENTRE Steering Group and to provide for the day-to-day management of the Centre Manager.
- 5.2. A Centre Manager employed by the XXX will support the XX LOCAL RECORDS CENTRE Steering Group. The XXX will be responsible for the Manager's conditions of employment, Health & Safety, and other contractual requirements excluding redundancy payments which will be covered by the contingency fund as described in paragraph 8.6.
- 5.3. The XX LOCAL RECORDS CENTRE Steering Group has agreed Terms of Reference (Annex B) under which it will operate. It comprises the key sponsors and main suppliers/users of data; composition is at their discretion however membership will be reviewed annually. The XX LOCAL RECORDS CENTRE Steering Group may establish sub-group(s) to oversee particular projects in relation to the running, funding or promotion of the Centre, and or co-opt individuals with particular expertise to join where necessary. Sub-group(s) will report directly to the XX LOCAL RECORDS CENTRE Steering Group.
- 5.4. The Centre will be managed by the Centre Manager and guided by the XX LOCAL RECORDS CENTRE Steering Group consisting of representatives from the Partners. The Centre Manager will undertake work as guided by the XX LOCAL RECORDS CENTRE Steering Group. To enable two-way communication and to assist the XX LOCAL RECORDS CENTRE Steering Group, the Centre Manager will present reports when required to the XX Local Nature Partnership, and to the annual meeting of County Recorders organised by the XX Natural History Society. The management structure and membership of the groups underpinning the Centre is summarised in the XX LOCAL RECORDS CENTRE Steering Group Terms of Reference.
- 5.5. If the XX LOCAL RECORDS CENTRE Steering Group decides that the Centre and/or its staff should transfer elsewhere, employment liabilities will transfer from the XXX to the chosen new host, and the XXX will hand over all equipment, files and other materials which have been acquired by the Centre.
- 5.6. The XX LOCAL RECORDS CENTRE Steering Group will operate on a consensus basis and each Partner has equal representation on the XX LOCAL RECORDS CENTRE

Steering Group. All Partners agree to support the group and to use all reasonable endeavours to ensure it functions effectively and decisions are made expediently. All decisions will be recorded in the minutes of XX LOCAL RECORDS CENTRE Steering Group meetings.

- 5.7. All Partners accept responsibility for ensuring their elements are delivered on time, within budget and outputs are achieved. The XX LOCAL RECORDS CENTRE Steering Group will monitor the progress of each element by meeting no less than four times in each financial year.
- 5.8. Where the actions of third parties and/or unforeseen circumstances result in a variation to the delivery of an element all Partners agree to refer the matter to the XX LOCAL RECORDS CENTRE Steering Group for discussion and resolution. This will include any change that could potentially result in a variation to either the Centre's outputs and/or the Centre's budget.

6. DISPUTE RESOLUTION

- 6.1. All Partners will use all reasonable endeavours to resolve any disputes by discussion and/or referral to the XX LOCAL RECORDS CENTRE Steering Group, but if this is not possible a solution will be negotiated using the normal managerial hierarchy of the respective Partner organisations, as required.
- 6.2. If a resolution cannot be found between the Partner organisations then the dispute will be referred to independent mediation. The mediator will be a representative from the National Biodiversity Network, or other such mediator as the XX LOCAL RECORDS CENTRE Steering Group decides unanimously to appoint at a meeting of the XX LOCAL RECORDS CENTRE Steering Group.

7. PARTNERSHIP

- 7.1. Nothing in this Memorandum of Understanding will be construed as creating a partnership (as defined in law). No Partner will represent itself as being the agent of the other Partner, nor is any Partner authorised to commit other Partners to any course of action without the express consent of that other Partner.

8. FINANCIAL ADMINISTRATION

- 8.1. The XX LOCAL RECORDS CENTRE Steering Group will discuss and agree in principal a budget for the following financial year each October and confirm that budget in the following March.
- 8.2. The XXX will hold the budget for the Centre, using a separate set of budget codes, so that all transactions are immediately identifiable as referring to the Centre. The Centre Manager will provide summaries of the accounts for the XX LOCAL RECORDS CENTRE Steering Group, and the accounts will be audited annually as part of the XXX's accounts.
- 8.3. The Centre is a non-profit making organisation with any excess income over expenditure being re-invested into the service.
- 8.4. Other Partners shall keep and maintain records in relation to the Centre as may be required by Internal or Statutory Auditors.
- 8.5. No Partner shall assign or transfer any interest to this Memorandum of Understanding without prior written agreement with the XX LOCAL RECORDS CENTRE Steering Group.

8.6. Within the budget a contingency fund will be maintained for unforeseen circumstances and to cover any redundancy liabilities. In the event that the Partners choose to wind up the Centre any remaining money will be returned to the Partners in a proportion to be agreed at that time by the XX LOCAL RECORDS CENTRE Steering Group.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All Intellectual Property Rights owned or licensed by Partners before the date of this Memorandum of Understanding shall remain the property of the party or licensor introducing them.

9.2. All Partners will have access to any resulting Intellectual Property Rights arising from the Centre and be free to use them subject to any restrictions placed upon them by third parties.

10. TERMINATION

10.1. All Partners shall give three months notice in writing of an intention to withdraw from this Memorandum of Understanding to the Chairman of the XX LOCAL RECORDS CENTRE Steering Group. The remaining Partners will consider the action to be taken with respect to the continuation of the Centre. If required, notice of termination will be given to any contractors or staff working at the Centre. The XX LOCAL RECORDS CENTRE Steering Group may agree to the dissolution of this Memorandum of Understanding following a decision at a XX LOCAL RECORDS CENTRE Steering Group meeting (recorded in the minutes) and a period of three months' notice.

10.2. In the event of dissolution of the Centre, all files and archival materials will transfer to the XX Natural History Society and copies of all non-confidential digital data will be made available to all Partners, subject to the informed approval of the data owners and suppliers. Computer equipment will be disposed of as decided by the XX LOCAL RECORDS CENTRE Steering Group at the time taking into account any contractual liabilities and licences. Any confidential data will be returned to its data owners and suppliers, unless they have expressed their wish that it should reside with one or more of the Partners.

11. PERFORMANCE

11.1. All Partners shall be under obligation to inform the XX LOCAL RECORDS CENTRE Steering Group of any event that is liable to prejudice or delay the performance of the Centre.

12. PUBLICITY

12.1. Dissemination of information, publicity and any results, together with acknowledgements relating to the Centre shall be determined by the XX LOCAL RECORDS CENTRE Steering Group, as required.

12.2. All Partners will actively and regularly promote the Centre both internally and externally.

12.3. Other interested parties may be invited to attend XX LOCAL RECORDS CENTRE Steering Group meetings, or to join as appropriate.

Signature

On behalf of:	Signed:	Date:
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	Print Name and Title:
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ANNEX A

XX LOCAL RECORDS CENTRE - Hosting agreement with the XXX

1. This agreement assumes that the Centre is subject to a Memorandum of Understanding.
2. The agreement will last for 5 years (until DD/MM/YYYY) and will be then be reviewed, unless one or more of the Partners instigates a review prior to this.
3. The assumption behind the agreement is that the XXX will provide office premises and specified services; and that the Centre will deliver information services to the XXX through a Service Level Agreement. The details of the SLA are not specified here and are for future negotiation. They will be based on the generic products and services that the Centre offer to other users as described in the Development Plan (YYYY) and agreed by the XX LOCAL RECORDS CENTRE Steering Group.
4. The XXX will contribute *in kind* the equivalent of £xxx per annum.
5. The Centre will occupy 10 square metres of office space. The XXX will be responsible for all rates, buildings insurance, cleaning, telephone/fax, internet bills, heating and repairs.
6. The rent will include reasonable use of the meeting room by the Centre subject to availability. Additional facilities will include shared toilet, kitchen, car and cycle parking. There will be no other additional costs to the Centre, but this will be subject to annual review, discussion and agreement between both parties.
7. The Centre staff will be on the payroll of the XXX which will take responsibility for their employment, including on-costs, employer's/public liability insurance and health and safety. The XXX will hold the budget for the Centre, using a separate set of budget codes, so that all transactions are immediately identifiable as referring to the Centre. Within the budget a contingency fund will be maintained for unforeseen circumstances and any redundancy liabilities. In the event that the Partners choose to wind up the Centre any remaining money will be returned to the Partners in a proportion to be agreed at that time by the XX LOCAL RECORDS CENTRE Steering Group. The XXX will make no management charge.
8. As part of its contribution to the Centre the XXX will provide an accounts service including payroll payments, invoices, VAT administration and preparation of accounts for auditing.
9. ICT – the XXX will insure equipment listed by the Centre and enable staff to use the telephone system and computer network used by the XXX. Centre staff will be required to abide by the XXX's IT policy.
10. The Centre will pay the XXX's legal costs in connection with this agreement.

ANNEX B

XX LOCAL RECORDS CENTRE Steering Group Terms of Reference

AIM

To obtain biodiversity information for XX County and provide access to all who need to use it.

OBJECTIVES

- Ensure that the Centre maintains its standards that allow it to be part of the National Biodiversity Network (NBN) and enable the Centre to achieve accreditation;
- Promote wildlife recording and a wide understanding of the need for information about our environment;
- Ensure easy access to biodiversity data for all those who wish to use it whilst maintaining security and quality of data;
- Develop the Centre so that a wide variety of biodiversity data both recent and historic is collected, stored and used;
- Ensure that the operational Centre is adequately resourced to meet the needs of data suppliers and users;
- Review on a regular basis the framework* needed to ensure that the Centre operates successfully;
- Use existing data and develop new datasets to improve the information and value of the data the Centre holds.

(*including memorandum of understanding, composition/role of the steering group, management structure, policies and procedures, data supply/release agreements, charging structure etc)

The Centre provides a local facility for the storage, validation and use of biodiversity data for XX County. During its operation it aims to be

- Impartial
- Non profit making – any temporary 'profit' (excess income over expenditure) is invested into the service
- Non confrontational
- An information organisation not a conservation one
- Steered by the needs for data

And will

- Charge a fair fee where appropriate
- Maintain good relations with suppliers of data
- Share best practice

XX LOCAL RECORDS CENTRE STEERING GROUP COMPOSITION

The XX LOCAL RECORDS CENTRE Steering Group is comprised of key sponsors and main suppliers/users of data, composition at their discretion, however membership will be reviewed annually. The XX LOCAL RECORDS CENTRE Steering Group currently includes representatives from the following organisations who will agree the Terms of Reference under which it will operate:

XXX
YYY
ZZZ

XX LOCAL RECORDS CENTRE STEERING GROUP OPERATION AND REPORTING PROCEDURES

The XX LOCAL RECORDS CENTRE Steering Group shall be chaired by a Chairman to be elected annually by the Group. Currently YYY holds the Chairmanship and Centre staff act as Secretariat.

The XX LOCAL RECORDS CENTRE Steering Group will meet not less than three times in each financial year.

Meetings will be structured so that the nominated officers or their representative discuss items relating to the management of any Agreement(s) separately to more general items on Centre management discussed by all members of the XX LOCAL RECORDS CENTRE Steering Group (e.g. budgets, staffing).

Members are encouraged to attend all meetings and give their apologies to the Chairman or Secretary if they are unable to attend a meeting.

Each organisation has one vote. Unless demanded a resolution put to the vote shall be decided on a show of hands with the decision made on a majority. In the case of equality of votes the Chairman shall be entitled to a second and casting vote.

Minutes of each meeting will be produced for acceptance at the next meeting. All decisions made will be recorded in the minutes of XX LOCAL RECORDS CENTRE Steering Group meetings.

The XX LOCAL RECORDS CENTRE Steering Group may establish either permanent or time limited sub-group(s) to oversee particular projects in relation to the running, funding or promotion of the Centre or co-opt individuals with particular expertise where necessary. Sub-group(s) will report directly to the XX LOCAL RECORDS CENTRE Steering Group.

The XX LOCAL RECORDS CENTRE Steering Group is independent from the main XX Biodiversity Forum; any decisions made by the Group are their own. To enable two-way communication and to assist the XX LOCAL RECORDS CENTRE Steering Group, the Centre Manager will present reports when required to the XX Local Nature Partnership, and to the annual meeting of County Recorders organised by the XX Natural History Society.

CENTRE MANAGEMENT

The Centre is managed by the Centre Manager and guided by the XX LOCAL RECORDS CENTRE Steering Group consisting of representatives from the Partners. The Centre Manager undertakes work as guided by the XX LOCAL RECORDS CENTRE Steering Group.

Currently there are 2 members of staff, a Centre Manager and a Data Officer who is line managed by the Centre Manager. The Centre Manager reports back on progress to the Steering Group.

The XXX hosts the XX LOCAL RECORDS CENTRE providing office space and administrative support. It has nominated the Conservation Manager to provide for the day-to-day management of the Centre Manager. The XXX also employs the officers and covers health & safety requirements. Procedures for the appointment, appraisal and performance of staff follow that of the host organisation.

The Steering Group's role is to

- provide strategic guidance for the Centre helping to set its overall aim, objectives and priorities;
- provide guidance as required to Centre staff;
- ensure that the operational management of the Centre is successful, that it is adequately resourced and meeting its legal obligations.

Date of publication and updates here.....