14 Relationships with users
Introduction

An LRC depends on maintaining effective relationships with its users. Establishing, building and managing these relationships will normally take up a large part of the LRC manager's time. It is essential that the LRC presents itself professionally to its users, forges effective relationships with them from the outset and regularly monitors the relationships' progress. All relationships with users should be documented carefully but simply to help clarify roles and responsibilities and to ensure long-term stability.

It is essential that an LRC operating within the NBN focuses its work on the needs of its users. To achieve this, it needs to build good relationships with them, based on an understanding of why users work with the LRC, what products, services and other benefits they require, and how best to operate the business relationship.

Users primarily fall into two categories. Firstly, there are core users, whose own business is dependent on the LRC; they will normally want to be involved in the management of the LRC and have an input to its policies and strategies, and will wish to ensure that the LRC remains well placed to service their needs. This business relationship will often be set out in a Service Level Agreement (SLA), which will also show the contribution made by the user to the costs of running the LRC. Secondly, there are contractual users whose need for the LRC's products and services is less critical or less frequent than that of its core users. Contractual users should have a more traditional customer relationship with the LRC, buying services and products as and when needed and exerting no influence over the LRC's policies or its future direction.

Recorders, either as individuals or those working in groups (eg through recording schemes) are also considered in this section. This is a very different type of user, perhaps relying on the LRC to support their work and to manage their data for them. The LRC is critically dependent on the co-operation of recorders and it must endeavour to establish, build and maintain clear and effective relationships with them.

15 Relationships with core users

Summary

- **Core users are those organisations that are critically dependent on the LRC to provide services that enable them to carry out their business.**

- Core users should be involved in the management of the LRC.

- An LRC's primary objective should be to meet its core users' needs effectively and efficiently.

- The relationship between each core user and the LRC should be laid out in a formal agreement— a Service Level Agreement.

- The LRC should seek to meet all its fixed costs through Service Level Agreements with core users for, at least, the coming financial year.

15.1 Background

An LRC should be a service-based organisation that sets out to meet its primary users' needs effectively and efficiently. In doing so, it should not seek to make a profit, but to operate in a way that will maintain a sustainable service to users. LRCs should operate on the principle that users should provide resources to meet the real costs of collating and managing the data needed to provide services and products, as well as the costs of analysing data and generating the products themselves. To achieve this, an LRC needs to be clear about who its core users are and what their needs are, and it needs to have tightly defined relationships with them which include agreed mechanisms for funding its work.

Core users are defined as those organisations that are critically dependent on the LRC providing services which enable them to carry out their business. Often, they will have been involved in establishing the LRC as the best solution to meeting their information needs. The relationship between core users and the LRC is unique. Although the LRC is a service provider, it is in an unusual position as it is virtually impossible for customers to go elsewhere for the service—locally the LRC holds a monopoly. Core users who are critically dependent on the service therefore want, quite understandably, to be in a position of influence over what that service will be and how much it will cost them.

By formalising the relationship between each core user and the LRC, it is possible to establish a working partnership involving all the core users and the LRC. A set of formal agreements should set out the individual relationships and the associated charges, and put in place the checks and balances needed to make sure the relationships work. These formal agreements, usually referred to as Service Level Agreements (SLAs), should cover a reasonable period of time (normally between three and five years), to help provide some stability for the LRC and guarantee services for the users. Collectively, these SLAs should describe the majority of the LRC's work.

15.2 Identifying core users

Core users are organisations that are critically dependent on the LRC providing services which enable them to carry out their business. These users need to have relationships with the LRC that give them reliable access to cost-effective services, and some degree of influence over the policies and management of the LRC.

Contractual users are organisations and individuals who need products or services from the LRC, but do not depend on it to such a large extent. They should either have one-off contracts with the LRC or ongoing agreements (agreed annually, for example) that give them access to services but no significant influence on the management of the LRC.

The LRC should identify its potential core users early on in its development, as these organisations' needs should drive the development and inform the priorities of the LRC.

Core users are likely to include:

- statutory conservation agencies

- statutory environment agencies

- local authorities

- wildlife trusts

- RSPB and other local conservation bodies

A well-established LRC should always be looking to increase its range of core users, and should look first to those of its other users who might benefit from becoming more closely linked to the LRC. Before building relationships with new users that might affect its ability to meet the needs of existing core users, the LRC should explore the implications of the new relationships through its management board and advisory groups. It should be remembered that there is a significant cost in developing new relationships, regardless of the

additional cost of developing new services to meet new core users' needs.

Further details on identifying users can be found in *Developing a Local Record Centre.*

Some organisations which might be expected to be core users might not act as such, particularly in the early days of LRC development. They might be unwilling to engage in the management of the LRC, or to commit to an SLA, or both. The LRC may have to treat such an organisation as a contractual user in the short term, whilst seeking to persuade them of the benefits of becoming a core user (ie lower rates for services, the opportunity to influence the development and management of the LRC and thus improve the services available).

Recorders and local recording groups are not normally classed as core users, as their relationships with the LRC have special characteristics and should be treated accordingly. See section 17 *Relationships with volunteer recorders and recording schemes*.

15.3 Establishing relationships with core users

Much of the work of building relationships with core users ought to have been carried out in the early stages of developing the LRC. However, relationships with existing users may need to be formalised, and should be subject to continual review and development; and, at some time, every LRC will need to establish relationships with new users. The basis of an effective relationship between an LRC and a core user should be a clear understanding of the user's needs and the promotion of the LRC's services as a means of meeting those needs. The core users are also the LRC's primary customers, and most of the LRC's work should be designed to meet their needs.

The LRC's business should be transparent to its core users. Core users should be engaged in the management of the LRC—exactly how depends on the structure of the LRC (see section 15.4). The relationship between the LRC and each core user should be formalised, and should normally be described in an SLA.

15.3.1 Building partnerships

Partnerships are usually developed on the basis of understanding users' needs and promoting the LRC as an effective and efficient way of meeting those needs. Much of the work of building partnerships involves developing trust between the LRC and its potential core users. Where they have been in contact with the LRC for some time, this may be a simple process, but in other cases it may require a considerable investment of time from the LRC. An LRC which has established relationships with other, similar users, and has well-documented policies and services and a proven track record, is at an advantage here.

Potential core users' understanding of the function of an LRC will vary greatly. Where the user is the local branch of a regional, national or UK-wide organisation, the whole organisation's approach to managing and accessing biodiversity information and working with LRCs is likely to be a major influence on how the relationship with the local branch develops. Such bodies may not have well-developed decision-making structures, and it may be difficult for the LRC to find out who has the authority to enter into formal agreements. This is usually made far easier when the organisation, as a whole, has a clear position on working with LRCs.

There may need to be some 'bridge building' with users who have had bad experiences when receiving biodiversity information from third parties in the past.

To develop relationships effectively, the LRC needs to actively promote its ability to meet users' needs. It therefore has to be able to show users how it can meet their needs or, with their cooperation, develop new tools or services to do so. This applies to developing relationships with all LRC users, not just core users.

Techniques for building partnerships with potential core users are described in some detail in *Developing a Local Record Centre*.

15.3.2 Understanding needs

The LRC's work programme and priorities should be designed to meet core users' needs. The LRC must agree with users what their needs are. This is not as simple as it might sound, since few users are likely to have carried out analyses of their own needs and may require the LRC's expertise to help in doing so.

The needs analysis should not be based on the user's current data needs, but on an understanding of their activities that require biodiversity information. This can be used to develop an understanding of each user's data needs. The LRC can then use this information to set its own priorities for data (see volume 2, section 2 *Data needs*).

In carrying out an analysis of each core user's needs, the LRC must be aware that users may be highly influenced by their perceived needs, which are likely to be heavily weighted towards the data they already have access to. Work is needed to break down these preconceptions. An LRC which finds itself working with partners who have little understanding of their own data needs must work closely with these users to identify their needs (eg when working with planners in a local authority where there is no ecologist).

Assessing core users' needs should not be a one-off activity, but an ongoing process. Users' needs can change considerably over time, as when, for example, they need to react to new policies or responsibilities.

By ensuring that a review mechanism is built into its relationship with the core user, the LRC can design its own work programme to react to such changes as they occur.

When working with local branches of larger organisations, it is important to remember that the LRC may well have a role in meeting needs defined at a higher level. These might already be set, so that the local branch can be expected to include them in its description of its needs. Where this cannot be relied on, the LRC must make sure it takes account of regional or national needs when carrying out a needs analysis for the local core user. Information from neighbouring LRCs can be invaluable in this situation.

Carrying out user needs analyses is covered in detail in *Developing a Local Record Centre.*

Once needs have been identified, they must be translated into services and products that the LRC should provide. The LRC should have clear definitions of the services and products it is able to provide and those it hopes to develop (see volume 2, sections 31 *Core products* and 33 *Data management services*).

The LRC should work closely with the user to identify which products and services the user needs, and to what extent or 'level' (eg number of requests anticipated in a given period). This is the level of service which should be written into an SLA.

15.4 The role of core users in managing the LRC

Since core users are critically dependent on the LRC to provide the services they require, they are usually keen to have a significant influence on the development of the LRC's policies and priorities, to ensure that it meets their needs as effectively as possible over a long period of time. The LRC is just a practical mechanism for establishing a partnership to share information. The LRC helps define the relationships between the 'partners'—the core users. The relationship must be based on trust, both between core users and between core users and the LRC. To achieve this trust, relationships must be open, clearly defined and long-term.

How core users are involved in the management of the LRC will depend upon the structure of the organisations involved. For example, where the LRC is an independent body, core users normally make up the bulk of the LRC's management body; but where the LRC is part of another organisation, the core users might form an advisory or steering group which influences the management of the LRC (see section 6 *Management of the organisation*).

Whatever the practical arrangements, the core users must be confident that the business decisions of the LRC are transparent and that they have the ability to influence them. This should include: agreeing LRC policy; agreeing priorities for development; setting expenditure levels for different activities; setting charging levels and identifying new customer bases. Practically, this means that core users should be involved in agreeing the LRC's business plan and associated budgets and in approving policies.

This gives the core user the chance to influence the overall development and role of the LRC. Ultimately, the relationship between the two is governed by a formal agreement which either the core user or the LRC can call to be revised (see below) if they are not happy with its current conditions.

15.5 Service Level Agreements (SLAs)

It is essential to formalise the relationships between the LRC and its core users. As described above, these partners should normally be involved in the management of the LRC; they want to receive defined services from the LRC and to contribute to its development. The relationship should be clearly defined so that both parties (and others involved in the LRC's management) can understand what is and is not expected of them. A formal statement avoids confusion and allows for effective review of the relationship on an ongoing basis.

This relationship is best set out in the form of a Service Level Agreement (or SLA; note that other terms are often used).

15.5.1 The role of SLAs

The SLA is a mechanism for setting out the relationship between a core user and an LRC. An SLA should benefit both parties.

From an LRC's perspective, the SLA should:

- be based on a long-term business plan (covering the next three to five years)
- provide a mechanism for identifying core users' needs
- provide clear mechanisms for funding 'core' LRC activities (ie data collation, management and provision)
- detail the services and products to be supplied to the user
- give certainty of funding over a given period
- provide a framework for monitoring and reviewing the services provided
- provide a mechanism for involving the user in the management of the LRC

From the core user's perspective, the SLA should:

- be a cost-effective mechanism for getting an efficient service
- provide a mechanism for influencing the LRC's development
- ensure reliability of service (ie an SLA guarantees a certain level of service)
- provide transparency—so that it is clear that the user is making a fair contribution to the costs of running the LRC
- enable a description of the user's needs to be developed

15.5.2 Issues needing to be addressed when developing SLAs

When entering into an SLA with a user, the LRC should consider a range of issues. Some users may be used to working with other bodies according to the sort of terms described in SLAs; but for others it may be a new experience, and the LRC will have to guide them through the process of developing an SLA. It essential that both the LRC and the user address the following issues.

- There is a clear difference between entering into an SLA and providing grant aid to an LRC. Grant aid is used to assist another organisation to do its own work; an SLA is a form of contract for delivering work on behalf of the user. Both the LRC and the user must understand this fundamental difference if the SLA is to be a success.

- In the past, many LRCs have lacked a service-based approach to their work (often because they have been funded through grants rather than through payments for products and services). Before the LRC starts to negotiate SLAs, its management must look closely at its operations and ensure they are consistent with being a service-based operation (ie with aiming to meet users' needs while covering costs). LRCs need to be realistic about their costs, be open and accountable, and be able to 'sell' the benefits of using the LRC to potential users.

- If core users are to be effective in influencing LRC development, and to accept their proportion of costs, then the LRC's management must be transparent and financially accountable to its core users.

- Some organisations, which operate regionally and nationally as well as at the local level (eg the conservation agencies), need to adopt a common approach to working with a number of LRCs. This must be taken into account when developing SLAs. There are obvious benefits to using a standard framework for SLAs in this situation (see 15.5.3 below).

- SLAs can be drawn up to handle core users' investment in the establishment and development phases of the LRC. Here, the development work itself should be seen as a service (see section 15.6 below).

- Some existing SLAs have been viewed as too legalistic and complicated. Although most partner organisations are used to working through agreements and contracts, and should be able to manage SLAs effectively, the agreement should be kept as simple as possible. It should simply refer to LRC policies and other documents (eg development plans or business plans) to describe how the LRC will provide particular services, arrange for quality assurance and otherwise discharge its obligations as listed in the SLA.

15.5.3 Standard approaches to SLAs

A standard approach to SLAs, to be used by all LRCs, benefits both LRCs and users. Having a basic framework for SLAs, with room for modifications to accommodate local circumstances and individual users' needs, enables organisations that need to work with a number of LRCs to do so more easily and consistently. It also allows for brokering joint agreements with more than one LRC at a time—which will encourage the national bodies of organisations to work with LRCs.

A standard framework for SLAs should set out to:

- increase transparency and financial accountability (especially for bodies working with more than one LRC)

- avoid LRCs being forced to provide services at unrealistic rates (which could threaten the viability of LRCs)

- sort out legal issues just a few times rather than having to do it over again in every instance

15.5.4 Framework for SLAs

An SLA should cover all the following issues:

Products and services—this section should identify:

- data-sets the LRC will manage on behalf of the user

- products the LRC will provide to the user

- special services the LRC can provide (eg commissioning survey work)

and should also set parameters for services, including:

- maximum number of queries within any given period

- methods of delivering products and services

- expected response times

Development of LRC services—this section should address development work over and above the normal running of the LRC. This should include:

- identifying priorities for new or further development of the LRC

- new developments that will be carried out during the period covered by the SLA, and anticipated dates for these developments to be implemented

Managing the LRC—core users should be involved in LRC management. This section should specify the mechanisms for:

- representation on management bodies and/or other advisory groups

- specific management activities the user will be involved in (eg approving business plans, approving budgets)

Managing the SLA—this section should specify mechanisms for:

- reporting, monitoring and review

Financial arrangements—this section should outline the financial arrangements associated with the SLA, and should include:

- a contribution to fixed LRC running costs (including a contribution to supporting volunteer recording)

- a contribution to development costs

- charges for provision of services

- costs for any additional services not covered in the agreement

Terms and conditions—this section should normally be the same for all users, and should include:

- the LRC's standard terms and conditions for use of data and other products (normally by reference to an agreed LRC policy)

- the period of notice required for terminating the agreement or making changes

15.5.5 Costing an SLA

The costs set out within the SLA should be also be covered by the LRC's charging policy (see volume 2, section 32 *Charging*). The principle for calculating the charges to an SLA holder should be that: 'The LRC's key function is to provide a service to its key users. In providing this service it does not seek to make a profit but to operate in a way that will maintain a sustainable service to users.'

It is not possible to develop standard prices for standard products available through all LRCs. Fixed costs for each LRC will vary (according to the scale of the LRC, its historical development, local costs etc). However, the principles in costing services and products from LRCs should be the same, and all LRCs should apply these principles to their circumstances. If the principles are applied consistently between LRCs, it makes it easier for organisations that work with more than one LRC, even if the actual charges vary.

All customers should cover the direct, variable costs incurred by the LRC in providing services and/or products. Equally, all customers should contribute towards the indirect, fixed costs incurred by the LRC in ensuring that it is in a position to generate relevant quality products and services. This applies both to customers receiving products through SLAs and to all other (ie non-core) customers.

Indirect, fixed costs cover:

- LRC management
- premises costs
- IT system maintenance
- support for recording groups and recorders
- quality assurance systems
- data collation and management systems
- development of new services

Direct variable costs cover:

- staff time in managing queries and preparing products
- data analysis costs
- material costs

LRCs should calculate these costs as accurately as possible. Obviously, estimates of proportions of time must be used, based on an understanding of the time spent on different activities in previous years.

One of the main objectives of SLAs is to ensure stability for the LRC by meeting fixed costs over a known period. The LRC should therefore seek to meet all its fixed costs through SLAs for, at least, the coming financial year. This is achieved by agreeing a formula by which costs are divided proportionally between the holders of SLAs. This should allow for situations where users are providing a contribution in kind to the LRC. An LRC should not, normally, rely on any monies raised from one-off 'sales' towards fixed costs within the current year. Instead, any monies raised should be rolled forward to the following year. These monies can then be used to reduce the costs to partners, either by reducing the fees for SLAs or by increasing the resources available for LRC development. If the SLA fees are reduced the users should be aware that this may be a one-off benefit and should presume that the cost of the SLA will return to the full rate the following year. It is essential that, in setting the costs for each individual SLA, the whole picture is considered; remember that the total income from SLAs should cover all the indirect fixed costs and the direct variable costs that will apply to delivering the SLAs.

In all circumstances the costs should be identified. In some cases the costs of providing a service may be met by a third party (eg when a local authority funds a public information service) and, in exceptional circumstances, the LRC management board may choose to waive the fee. This should be done explicitly and openly, with no assumption that fees will be waived in the future.

15.6 Investment in LRC development

The costs of running an LRC—maintaining databases, ensuring effective liaison with data suppliers, managing the business and providing services to users—can be costed and apportioned to users relatively easily, based on what proportion of the overall services each user receives. However, this is far more difficult to do with regard to development work (eg bringing in a new GIS or developing new processes for analysing data).

Of course, the most significant period of development is during the LRC's establishment phase. Core users need to invest in establishment activities so that the facilities and services become available to them.

Further development activities should be described in SLAs, and a mechanism for apportioning costs between core users must be developed. This might be based on the likely proportion of benefits each user might receive from the development work; a simpler mechanism would be to apportion the development costs ac-

cording to users' current or anticipated use of the LRC. Monies raised from work carried out for contractual users in previous years may also be used to cover development costs.

This does not apply to developments which are of benefit to a single core user or a small number of core users (see below).

15.6.1 Developing services for particular users

In some instances, a single core user, or a small proportion of the core users, may require specific services. As well as covering the running costs associated with these services, they should be expected to meet the costs of developing them. This work can be built into the LRC's SLA with the relevant user(s).

Where such services or facilities are developed, it must be made clear at the outset who 'owns' the service. Normally, the LRC should own the service or facilities it develops and should therefore be able to allow all its users to benefit in the long term. However, if users who did not invest in the development of the service wish to use it, the charges made for this service might reflect this (by taking some of the development costs into account). If the service is owned by the LRC, then all core users should normally benefit from any increased income. However, exceptions might be made where one partner paid the full development costs—in this instance, the LRC may pass on some of the benefits to this user through reduced fees in a future year.

If the service is developed by a single partner or a small number of partners, and they wish to retain ownership of it, then they need to license the LRC to use it. The LRC cannot then offer the service to other users. This situation should be avoided where possible, and should only ever apply to very specific techniques and services, not to any data management processes that affect the LRC's data.

Case study 1
Formalising relationships
ERCCIS working with local authorities and the Environment Agency

Background

The Environmental Records Centre for Cornwall and the Isles of Scilly (ERCCIS) was formed by the merger of the Cornwall Biological Records Unit (CBRU) and the data management section of the Cornwall Wildlife Trust (CWT) in 1997. ERCCIS is now 'hosted by CWT, with an advisory board engaging a range of other partners including Cornwall County Council and English Nature.

ERCCIS worked alongside the NBN as a demonstration LRC to explore improving its formal relationships with core users. The work addressed relationships with a range of different bodies. This case study looks specifically at the effectiveness of this work in building partnerships with the district councils and the Environment Agency.

Developing a partnership with the district councils
Previous situation

Cornwall has a County Council and six district councils. Although ERCCIS has a formal SLA with the County Council, no such arrangements exist with the district councils. Relationships with district councils were confused due to the history of ERCCIS. Previously, CWT had acted as a source of advice and information for the district councils for twenty years, often effectively acting as ecological adviser. Some small payments had been made to CWT by the district councils for the management of data relating to Wildlife Sites. These payments had varied considerably in amount, and had been viewed in some instances as a grant to CWT, and in others as a payment for services.

Developing relationships

With the intention of formalising relationships with all district councils, ERCCIS made a presentation to the District Planning Officers Liaison Meeting to set out the role of ERCCIS, how this role related to work done by CWT, and the advantages of having similar formal SLAs with all district councils. This was followed up by providing further information and liaising with each district council using a model SLA.

Key lessons learned

The district authorities showed a generally low level of understanding of the work and function of an LRC, at both officer and member levels. Whilst the advisory service provided by CWT is appreciated, the importance of ERCCIS in underpinning this service is not. This might be partly historical, as district councils have received the service in the past without understanding how it is provided, and have certainly never contributed effectively to it financially.

The approach to drawing up the SLA has been to integrate the underlying data management work of ERCCIS with the advisory service provided by CWT. The combined package has been easier to sell to the district councils. Great care needs to be taken to make the system work without compromising the independence of the LRC and affecting its relationships with other partners. The system has come about because of historical circumstances, and it might be wise to separate these services in the longer term.

Ideally, some functions (eg planning consultation) would be provided through collaboration between the LRC and other partners. However, all districts (even within a single county) are different in terms of both organisational structure and operational procedures, and many changes would be required to achieve cross-district co-ordination of service provision.

Developing a partnership with the Environment Agency
Previous situation

ERCCIS s predecessors (CBRU and CWT) both had good working relationships with the Environment Agency (EA) and its predecessor, the National Rivers Authority. This state of affairs continued after the merger, and EA has a seat on the LRCs advisory board. ERCCIS had supplied habitat, site and species data to EA at various times, and EA had supplied data (from fisheries and biological sampling) and provided significant support for a range of projects (eg species surveys, river surveys) both financially and in kind. Much of the contact and liaison took place via the conservation section of EA (a member of which occupied the EA seat on the advisory board), but informal and *ad hoc* liaison took place with other sections fairly regularly.

Developing the relationship

Meetings to develop more formal relationships between ERCCIS and EA have been held both regionally (involving another LRC) and locally. The conservation section has again been the EA contact for these meetings.

Key lessons learnt

Local EA representatives were very willing to work with ERCCIS and to formalise working arrangements. However, little progress was made towards establishing an SLA. This is largely because EA is a large and complex organisation with many different sections that may have interests in elements of an SLA with an LRC. However, no one was given the authority or budget to negotiate on behalf of the Agency. The conservation section can fund specific projects, but this does not bring the full partnership benefits of an SLA.

Real progress with an organisation like EA will only be made when EA develops a clear national policy in respect of LRCs. Although closer liaison has improved relationships and ERCCISs understanding of EAs needs, the full benefits of having an SLA will not be realised until someone within EA is given clear authority to negotiate a full agreement.

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Case study 2

Developing a Service Level Agreement with English Nature

Bristol Regional Environmental Record Centre

Background

Bristol Regional Environmental Records Centre (BRERC) covers the area formerly known as the County of Avon (Bath & North East Somerset, Bristol, North Somerset and South Gloucestershire). BRERC is jointly funded, through a five-year joint agreement, by the four unitary authorities of Bath & North East Somerset Council, Bristol City Council, North Somerset Council and South Gloucestershire Council. Day-to-day management of BRERC is overseen by a steering committee, which includes officers from English Nature (EN), Environment Agency and the Avon Wildlife Trust as well as the four local authorities. This steering committee reports to a joint advisory committee comprising the above officers and elected councillors.

Past relationships

BRERC has worked with, and received valuable support from, EN s Somerset team, for a number of years. A representative from the Somerset team sits on BRERCs steering group and many data, collected by or commissioned by EN, have been passed on to the LRC. BRERC has undertaken basic data searches for EN with respect to planning applications and evaluation of potential Sites of Special Scientific Interest (SSSIs).

Developing a new partnership

As part of developing a closer working relationship, BRERC and ENs Somerset team looked at how BRERC could meet ENs more specific needs in relation to screening planning applications, providing a habitat inventory for coastal and flood-plain grazing marshes and collating greater horseshoe bat records. At the same time as exploring these specific issues, BRERC and EN jointly identified how ENs data needs might be met through the LRC.

Establishing a memorandum of agreement

To formalise the developing relationship between EN and BRERC, a memorandum of agreement was drawn up. This is effectively an SLA between the two parties, although it specifically acknowledges the developmental nature of the relationship. The memorandum of agreement between BRERC and EN follows this case study. The first part of the agreement describes the agreement and the legal framework. Schedule One outlines the work to be undertaken by BRERC and the financial contribution to be made by EN to BRERC. The agreement will run for three years, with Schedule One being renegotiated every year.

As well as covering specific services that BRERC will provide to EN (eg providing EN with digital data relating to non-statutory sites and key species) the memorandum of agreement commits the parties to carrying out further scoping work on developing the relationship. The memorandum also ensures that clear records are kept of the use EN makes of BRERC and of how EN data managed by the LRC are used by third parties.

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MEMORANDUM OF AGREEMENT

BETWEEN

NATURE CONSERVANCY COUNCIL FOR ENGLAND
ROUGHMOOR
BISHOP'S HULL
TAUNTON TA1 5AA

BRISTOL REGIONAL ENVIRONMENTAL RECORDS CENTRE
ASHTON COURT VISITORS CENTRE
LONG ASHTON
BRISTOL
BS41 9JN

1.   INTRODUCTION

1.1   This Memorandum of Agreement is made between the Nature Conservancy Council for England (hereinafter known as English Nature) and Bristol Regional Environmental Records Centre (hereinafter referred to as BRERC) in respect of a service level agreement for service (identified in Schedule 1) pertaining to biological recording, data management and supply of data to English Nature and its agents (hereinafter referred to as the SLA).

1.2   Set out below are details of the arrangements whereby English Nature are prepared to make financial contributions to the cost of running the SLA

1.3   Any amendments to the SLA shall be included as an Annex by formal mutual written agreement by both parties

1.4   Where any matter is not fully covered in this agreement or the schedules or other supplementary matters arise, the parties to the agreement may by mutual formal written agreement introduce such matters as schedules or appendices to this agreement as appropriate.

2.   DESCRIPTION OF THE SLA

2.1   The SLA shall be specified in Schedule One for a three year period commencing 1 April 2000. All work relating to the SLA shall be carried out in accordance with this agreement. Thereafter Schedule One will be renegotiated by agreement between both parties prior to 1 April each year.

2.2   BRERC shall be responsible for the management and execution of the SLA and shall be responsible for the provision of such personnel, accommodation, equipment and services as it considers necessary for the exercise of the SLA

2.3   BRERC shall keep a log of enquiries and will produce this twice during the year of the agreement (by the 30 September and 15 February). The log shall include a statement of the number and types of enquiries made by English Nature.

2.4   BRERC shall provide English Nature with an account of Income and Expenditure relating to all aspects of the SLA and a Balance Sheet. Where the total annual contribution by English Nature is not spent or committed in full, within the terms of the SLA, by 30 November in any year, the remaining balance will be forfeited.

3.   ADMINISTRATION

3.1 a) Both parties to the agreement shall maintain proper records relating to this project. English Nature shall reserve the right to request reasonable access to these documents for the purposes of audit relating to the SLA by such staff as it deems appropriate.

b)   Access described in 3.1 (a) shall include access by Auditors and National Audit Office

3.2   Both parties to the agreement shall use their reasonable endeavours to ensure that the aims and objectives of the SLA are achieved.

3.3   Both parties to the agreement shall observe confidentiality and compliance with legal fiscal and other statutory requirements as they relate to the SLA

3.4   Dissemination of information, copyrights, publicity and any results together with any acknowledgements relating to the SLA shall be as agreed by the parties in writing.

3.5   Neither party to this agreement shall assign or transfer any interest in this agreement without

prior written agreement of the other party.

3.6   BRERC shall be liable for and indemnify English Nature against any liability loss or proceedings arising in respect of injury or damage to any property real or personal or in respect of personal injury or to the death of any person arising out of or in the course of or caused by the carrying out of SLA unless due to neglect of English Nature or any person for whom English Nature is responsible.

4.   FINANCIAL ARRANGEMENTS

4.1   English Nature will pay BRERC up to £5000 per annum for the three year duration of the current SLA

4.2   BRERC will receive and account for a first payment which will be paid by English Nature to BRERC by 31 May of each year of the SLA. This is detailed in Schedule One and may vary in amount in subsequent years.

4.3   Following the production of the log (as outlined in Schedule 1) detailing spend and commitments as agreed with English Nature a final payment will be made on 15 February (towards the end of the SLA year)

5.   TERMINATION

5.1   Either party to this agreement may give three months notice in writing of an intention to withdraw from the agreement to the other party setting out the reasons for termination

5.2   Upon receipt of such notice the other party will consider what action to take in respect of the continuation of the SLA. Notice of termination of contracts shall be given to contractors where appropriate

5.3   Upon termination of the SLA a reconciliation of the payments made in the financial year will be required.

5.4   English Nature may at any time by notice in writing summarily determine this Agreement without compensation to BRERC in any of the following events

If BRERC shall become bankrupt or shall have a receiving order made against him or shall make any compensation or arrangement with or for the benefit of his creditors or shall purport to do so; or

If BRERC being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court to make a winding up order.

Provided that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to English Nature or BRERC

6.   ARBITRATION

6.1   Any dispute or difference arising from interpretation of the terms of this agreement shall at the option of any aggrieved party be referred to an independent arbitrator and if agreement cannot be reached then the appointment shall be made by the President of the Institute of Arbitration whose decision will be binding and final

7   TIMESCALE

7.1   Notwithstanding the date of the Agreement. This SLA shall commence on 1 April 2000 and exist until 31 March 2003 (unless determined in accordance with clause 5).

7.2   Any commitment to spend under the terms of the SLA shall only be made within the timescale of this agreement.

8.   GOVERNING LAW

8.1   This agreement will be governed under English Law

9.   GOOD FAITH

9.1   The parties mutually agree with one another that in all matter arising out of or concerning the performance or observance by them of the obligations on their part and the conditions contained in this agreement they will act in a proper reasonable and diligent manner in accordance with the principles of good faith

Signed:………………………………………………..   Date:………………………..

On behalf of the Nature Conservancy Council for England

Signed:………………………………………………   Date:………………………….

On behalf on Bristol Regional Environmental Records Centre

SCHEDULE ONE
Bristol Regional Environmental Records Centre Service Level Agreement 2000/2001

This schedule outlines how SLA spend of up to £5000 will be allocated during the year 2000/2001. The SLA is designed to support English Nature's commitment to Local Record Centres through the National Biodiversity Network. It is envisaged that the first few years of the SLA will involve a learning process for both organisations and it is hoped that the relationship between the organisations will grow and evolve throughout this period. Digital data provided by BRERC to EN can only be considered valid up until the annual update. This data will be updated and validated annually for EN whilst the SLA in is place.

1.   Log of consultations and activities covered by the SLA

For the duration of the SLA BRERC will be required to produce a log of all English Nature enquiries and activities covered by the SLA and listed in this schedule. The log will be presented to English Nature by 30 September and 15 February of each SLA year, prior to discussions regarding finalising spend commitments relating to SLA.

The log will also be used to assist with the development of the SLA and to ensure that both organisations are getting value for money.

2.   Scoping Study

During the first year of the SLA BRERC will be required to produce a report outlining the data requirements of the local team via contact with 3 Conservation Officer and the Species Officer. The report will suggest how the relationship between the Local Team could develop with regards to planning responses, SSSI/SAC/SPA reporting (in relation to conservation objectives), data management, report production and special BAP projects. BRERC will assist English Nature in producing the report specification and the final report will be submitted to EN by 31 October 2000

12 days at £100/day

3.   Site of Nature Conservation Importance (SNCI), Sites of Special Scientific Interest (SSSI) and other BRERC sites

Continuation and development of the SNCI system. EN will support BRERC's programme of botanical survey in the wider countryside and the development of non-statutory wildlife sites. EN are to be provided annually with digital SNCI site boundaries. BRERC will also provide English Nature with hard copy reports relating to SSSI's on request.

Set fee: £1500 per annum.

4.   Key Species Data

EN require digital point data for key species (ie schedule 5, BAP etc.) This fee will be used to filter/validate the BRERC species records and ensure that they are kept up to date.

   Set Fee: £500 per annum

5.   Special Recorder fund

In order to support the acquisition of data for species which are difficult to record £300 will be allocated to an expenses fund for specialist recorders. If not spent, formal written agreement will be required to reallocate this money to another area of SLA spend.

6.   Holding and managing key biological data for English Nature sites and special projects work

With formal written agreement from English Nature remaining SLA spend can be allocated towards the following:

(i)   EN needs to be aware of and have the best quality information available on SSSI/SPA and SAC sites. English Nature seek to develop a monitoring and quick reference system within GIS (EN currently use MapInfo). GIS is in its early stages of utilisation at the EN Roughmoor office although interest is growing rapidly, being recognised as a valuable tool for monitoring of change. BRERC should be able to capture digital data and submit it to English Nature to a required standard as agreed for individual projects.

Phase 1 and NVC data from research and survey contracts can be digitised and used as a snapshot to be overlayed with future/previous survey and assist in determining changes within sites. English Nature have been tendering contracts to digitise phase 1 and NVC data for sites.

Data from research and survey contracts submitted in spreadsheet format:

a)   Can be used to link existing digital data sets (ie digitised SMU's) via a reference column with a unique id number.

Or

b)   Can be used to create a point files provided that one of the fields in the spreadsheet associates

the species data with a grid reference (this is useful for ditch survey and quadrat survey data).

c)   Digitally produced or scanned aerial photographs can be used to capture data via head up digitising on screen.

(ii)   English Nature are currently committed to the development and promotion of Recorder 2000. English Nature should aim to be able to submit data to BRERC in a format that it could be easily downloaded into Recorder 2000. This is currently a low priority for the EN local team as staff are primarily concerned with managing data in ENSIS/MapInfo and generic local spreadsheet systems. However, this is an area of the relationship between the organisations which may evolve over the coming years.

A fixed day rate will be paid for data capture and reporting in both GIS and Recorder.

Digitising/data input x days @ £90/day

Detailed specialist analysis x days @ £100/day

(iii)   Special projects (eg BAP monitoring). BRERC or English Nature may provide project proposals.

SLA YEAR 1 (2000/2001)

Project	Breakdown	Payment	Payment Date
SNCI data	To support the SNCI system	£1500	31 May 2000
Species data	To pay for filtering and validation	£500	31 May 2000
Specialist Recorder Fund	£300	£300	31 May 2000
Special Projects	Scoping Study (12 days) at £100/day	£1200	15 February 2001
Data Management/Special Projects	To be allocated	£1500	
Total		£5000	

Procedures for Payment for 2000/2001

1.   An initial payment of £2300 will be made to BRERC on 31 May 2000

2.   Log of SLA activities to be presented to English Nature by 30 September and 15 February.

3.   Meeting between NRERC and English Nature to discuss activities to date, final allocation of current years spend and allocations (update of Schedule 1) for the year 2001/2002.

4.   Final payment to BRERC of the balance of the SLA spend for the year 2000/2001 will be made to BRERC on 15 February 2001.

7 August 2000/DRAFT 2

Case study 3
Reviewing Fife Natures Service Level Agreement with Scottish Natural Heritage

Background

Fife Nature is located within the Planning and Building Control Service of Fife Council. It was established in 1992 to manage and collect biological records for the area as part of the Local Agenda 21 process.

Funded by Fife Council, and with a Service Level Agreement (SLA) with Scottish Natural Heritage (SNH), Fife Nature has a defined remit, documented management and work objectives. The LRC manager is accountable to the Team Leader of Corporate Activities and the Fife Nature Liaison Group that comprises major stakeholders who provide advice on management and direction.

The funding provides:

- two full-time posts
- management overheads on these posts, including staff development and training costs
- word processing assistance
- office services and printing
- office space
- IT equipment and support

Management is undertaken through a number of mechanisms:

- three-year business plan
- yearly work programme
- six-monthly review
- monthly priorities review
- auditable accounts
- key performance indicators
- annual European Foundation for Quality Management (EFQM) assessment

Although these measures appear to be bureaucratic, they have tended to secure funding, promote genuine efficiency and generate managerial and political awareness of achievements.

Scottish Natural Heritage (SNH) provided grant aid to the LRC during its development, and in 1997 a pilot SLA was established between SNH, Fife Council and Fife Nature. It ran until 2000. This was the first SLA that SNH entered into with an LRC.

This case study is based on a report prepared jointly by SNH and Fife Nature to review the SLA.

The Service Level Agreement

The SLA was established to formalise arrangements between Fife Council and SNH for the provision of a biological information service by Fife Nature. The main features of the agreement are:

- a fee will be paid by SNH to Fife Council for work undertaken under the agreement

- Fife Nature will ensure its database is developed and updated for as many sites as possible

- the database should include records of vascular plants, butterflies and moths, odonata, birds, mammals and other taxa, especially other invertebrates, fungi and lower plants, and data relating to the inshore marine environment

- a liaison group with representatives of Fife Nature, SNH and Fife Council will advise on the three-year business plan, an annual work programme, an annual budget and the annual report

- Fife Nature will undertake work for SNH in each financial year, up to an agreed maximum number of hours work per annum, to be split between 'core work (ie maintaining, developing and updating the Fife Nature database) and 'service work (ie routine supply of print copy and digital data to SNH in response to requests by SNH)

- Fife Nature will report to SNH on a monthly basis on the work undertaken under the agreement, the time taken, total time used and time remaining within the financial year

- Fife Nature will respond to SNHs requests for information within five working days

- through the agreement, SNH receives products and services while also supporting the development of Fife Natures capacity to continue to manage their and others data.

Reviewing the agreement

SNH undertook a review of the pilot SLA in 2000, assessing its effectiveness and making recommendations regarding future SNH support for Fife Nature.

The review identified a number of key features in operating the agreement:

- SNH has input to the strategic management of Fife Nature, which also ensures effective two-way communication and provides for accountability against the agreement.

- The agreement covers SNHs input both to core work (developing and updating the database) and to service elements (responding to SNHs requests for information).

- The agreement covers both dealing directly with information requests relating to specific work (such as responses to consultations) and the provision and maintenance of digitised data which SNH staff can access directly in their office.

In assessing value for money to SNH, the review noted:

- Fife Nature has become the main repository for biological records in Fife. Through Fife Nature, SNH can access a vast amount of data which would otherwise be unavailable to SNH locally. In particular, this includes records generated from individuals whose records are unlikely to be made available through any other mechanism.

- Much of the data is held in a digitised form—this provides for rapid access both by LRC staff and SNH staff. Accessing data via the LRC is a more time-efficient (and therefore cost-effective) method of retrieval for SNH staff.

- SNH bears just a small proportion of the costs of running the LRC (although currently there are few partners funding Fife Nature, and Fife Council meets most of the costs).

- The service agreement is a cost-effective way of paying for the service provided by Fife Nature because of the continuity of funding that such agreements provide for the LRC.

- Fife Nature takes a proactive approach to commissioning additional surveys to fill gaps in data holding. This is of considerable value to SNH.

- The ability to access validated biological records is fundamental to the work of SNH. Fife Nature provides a one-stop shop for those requiring biological data, and users can be confident that the data have been validated.

Overall, the report concluded that:

- The LRC is used extensively by area officers in Fife. Staff are satisfied with both the quality of the service and the ability of Fife Nature to service the specific requests made. The service agreement governing the relationship between SNH and the LRC has worked well in practice, with the terms being met satisfactorily by Fife Nature.

- It is proposed to carry the service agreement forward unchanged.

Contact

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16 Relationships with contractual users

Summary

- An LRC should have clear procedures, charges and terms and conditions for providing data or information to contractual users.
- An LRC should make realistic charges for the supply of biodiversity data. It should aim to provide a sustainable, but not profit-making, service
- An LRC should have standard approaches to providing services and products to its users.

16.1 Background

An LRC should aim to supply biodiversity information to anyone who needs it, subject to confidentiality arrangements aimed at avoiding environmental damage. It should also ensure that its arrangements for supplying information adequately protect the interests of data suppliers, and ensure that the most up-to-date data available are used.

Most of the time, requests for information will come from core users, mainly covered by Service Level Agreements (SLAs) (see section 15 *Relationships with core users*). This section looks at developing effective relationships with 'contractual users'—those who do not wish to get involved in the management of the LRC, but want access to products and services on either a regular or occasional basis.

LRCs need to develop systems for handling requests for data and information equitably. An LRC must be seen to be an unbiased source of data; which means, among other things, not having preferential terms of access based on the use the data will be put to. In handling requests for data, the LRC needs to ensure that the user covers the real costs of providing those data. Standard procedures not only ensure a consistent approach, but also help users, who know the terms under which they can expect data from the LRC.

The LRC needs:

- a process for evaluating requests for data and assessing whether each request can be met
- terms and conditions which clearly state the purposes data may be used for and any limitations on use
- a transparent system for charging users

16.2 Contractual customers

Contractual customers are those who enter into agreements with the LRC for the supply of data or for other products or services, but who are not directly involved in the management of the LRC and have no direct influence over the future of the LRC. The agreements made with such customers are often one-off, relating to a single request, but can sometimes cover a regular supply of information. Contractual customers may often work with more than one LRC.

Contractual customers usually include consultants, researchers, government agencies and individuals (although the costs for answering enquiries from the general public may be met by one of the LRC's core users—see 16.6.1 below).

The LRC should stipulate terms and conditions for contractual customers, and has no obligation outside any signed agreement to meet the needs of contractual customers. The LRC should usually place a lower priority on work requested by contractual customers. These customers cannot rely on approaching the LRC and being sure of a particular response time or even that their request can be dealt with at all. However, it is in the LRC's best interests to provide a good service and develop a good reputation if it wishes to encourage this type of customer. Once a request has been received and the LRC has agreed to deal with it, the LRC must ensure that it meets the terms it sets out for the work.

Costs for an individual enquiry are likely to work out slightly higher than they would if the enquiry were dealt with through an SLA; but, on the other hand, there is no long-term commitment from the customer.

16.3 Information about data and services available

An LRC should make a clear statement to potential customers about the type of information and services it is able to provide. Users will be put off if they continually request information only to be told it is not available. The statement should include information on the data holdings of the LRC, the products the LRC can generate and other services. For further information on this see volume 2, sections 28–37 *Information products and services*.

16.4 Different types of agreement

An agreement can apply to either one-off or regular supply of data or other products or services. Whilst the issues that should be covered in both these types of agreement are similar, there are advantages and disadvantages to each. Individual circumstances will determine which is more appropriate.

16.4.1 Agreements for ongoing supply of services

These agreements are used when the user does not wish to be involved in the management of the LRC, but does want to be sure of receiving certain specified services from the LRC. These services, information products or data might be needed on particular occasions and/or on a regular basis. The agreement should include terms for terminating the agreement, giving a reasonable period of notice on both sides along with other standards terms and conditions.

The LRC needs to ensure that it only enters into agreements of this type if it is sure it can meet them without compromising its work for holders of SLAs, which should be the LRC's highest priority.

The advantages to the different parties of these agreements are that:

- the LRC can predict demand for its services
- the LRC has a guaranteed level of income
- agreements for ongoing supply are more efficient for both parties than repeating negotiations on agreements on a one-off basis
- the user is sure of receiving services, within known timescales
- the user pays less than if they were to enter into individual agreements repeatedly

The disadvantages of these agreements are that:

- the user is bound by the agreement—if their needs change, they may lose out
- the user has no influence over the long-term development of the LRC (and, for example, the LRC may choose not to renew the agreement if its priorities change)

16.4.2 One-off agreements

These agreements are used for customers who make one-off requests for information or data from the LRC. They may have used the LRC before, and may plan to do so again in the future, but either cannot predict the nature or frequency of their requests or do not wish to tie themselves into any longer-term relationship with the LRC. This usually includes consultants, researchers and members of the public (although the fee for members of the general public may be met by a third party—see 16.6.1 below).

The advantage of these agreements is that:

- the user is not tied into working with the LRC apart from on this one occasion

The disadvantages of these agreements are that:

- there is no commitment from the LRC to handle requests to any particular timescale. Indeed, on some occasions, other work may mean that users' requests are turned away.
- users are charged more for each request than if they were working through any other arrangement

16.5 Terms and conditions of agreements

One of the most important aspects of supplying data or other products is to ensure that the terms and conditions relating to their use are clear. It is good practice to ask the user to sign the terms and conditions before receiving any material from the LRC.

The agreement should document:

- the information being supplied
- the format in which the information will be supplied, and whether material should be returned after use
- purposes for which the information may be used, and any associated time limits
- a statement of the ownership of the data—supply of information does not constitute transfer of copyright
- how the data suppliers and the LRC must be acknowledged in any publications using the data
- limitations on passing the information on to third parties
- actual charges to be made for information and/or products

In addition, an agreement for ongoing supply should also cover:

- the timescale within which requests will be dealt with
- notice and conditions for changes or termination by either party

16.6 Calculating the fees to charge

An LRC should make realistic charges for the supply of biodiversity data. It should aim to provide a sustainable, but non-profit-making service to users. All income over and above the actual cost of providing services should be fed back into the development or running of the LRC. This is covered in more detail in vol 2, section 32 *Charging.*

Usually, an LRC should have two levels of charging for contract customers:

- **standard charge**—applies to most occasional users. This should normally be based on the resources spent in handling the query, and should cover staff time and materials. The charge should be higher than the 'actual cost', as it should take into account the costs involved in collating, validating and managing the LRC's data, as well as the ongoing running costs of the LRC (eg accommodation, overheads, management).

- **subsidised charge**—applies when the LRC's management chooses to subsidise a customer's use of the LRC by waiving part of the charge. It is normal in this instance only to charge for the actual costs incurred in handling the query (ie for time and materials). The situation might arise when the LRC management chooses to offer subsidised services to a particular user (or category of user) for a fixed period, to demonstrate the LRC's services and encourage the user to work with the LRC.

16.6.1   Supply paid for by a third party

There are a few situations in which an LRC might supply a user with information paid for by a third party. In general, that third party should have an SLA with the LRC, and it is the third party, rather than the party supplied with the information, which counts as the customer. The most common instance of this is when an LRC is paid to handle enquiries from the general public, and provides this service to the public on behalf of another user, such as a local authority. The service should normally be covered in an SLA with the local authority, which is actually the customer. The LRC is therefore accountable to the local authority for providing the services specified (which may include, for example, monitoring the type and number of enquiries). However, the LRC still needs to have an agreement with each end-user covering issues such as how the data may be used and how the source should be acknowledged. This can normally be achieved through a slightly amended version of the agreement for one-off supply.

Case study
Relationship with contractual users
Somerset Environmental Records Centre

Background

Somerset Environmental Records Centre (SERC) was established in 1989 by Somerset Wildlife Trust with the support of Somerset County Council and all five local district councils. It operates as part of the trading subsidiary of Somerset Wildlife Trust; this has the disadvantage that the LRC is not an independent organisation, but because its management is overseen by a management group of key users, it is usually seen as independent. Principal users of the LRC include local authorities, statutory agencies, conservation organisations, naturalists, the public and land managers. The centre has four full-time members of staff: a director, a survey manager, an IT manager and a support officer. It also has its own in-house survey team comprising between eight and ten graduate trainees.

Discussion

Anyone requesting data from SERC is supplied with standard information covering what data are available (and explaining what the terms mean) and the broad terms under which data will be supplied (including confidentiality, copyright and charges). A standard form is also supplied for customers to fill in requesting the information they need, along with a set of terms and conditions that they are asked to comply with. All this information is given to customers before they request any data from SERC, so that the nature of the relationship is clear from the outset. These standard terms mean that any users coming back to SERC for further services know how their requests will be handled.

A copy of the information available to potential customers follows, along with the information request form and terms and conditions.

Contact

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SERC Data Searches - Details of Service for Enquirers

1   Standard Outline Data Search

A search is made of an area of **one kilometre** radius from a defined point (supplied six figure national grid reference or point marked on large scale map by the enquirer) or a corridor of **two kilometres** total width centred on a line supplied by the enquirer. Variations on these distances may be specified.

SERC reports on any records of the following within this area of search:

Evaluated sites. These may include statutory sites (Special Areas for Conservation, Special Protection Areas, National Nature Reserves, Local Nature Reserves, Sites of Special Scientific Interest) and non-statutory sites (County Wildlife Sites and County Geological Sites [1]).

Legally protected species. Species listed on certain schedules of the Wildlife and Countryside Act, 1981, as amended or other relevant legislation.

Biodiversity Priority Species. Species listed in the UK Biodiversity Action Plan or in local BAPs published for Somerset.

If the enquirer has supplied a map showing the boundaries of a project site, the records of sites and species will be separated into those that are at or adjacent to the project site, or elsewhere within the area of search.

If site records are found in the area of search SERC will supply a **GIS computer printed map in colour** showing the boundaries of these sites, together with the project area boundary, if supplied, and the area of search.

Sites will be listed with site name, status and a one-line description.

Species records will be listed with scientific and common names, international, national and local status, grid reference, recorder and date of record. (See 4 for exceptions)

2   Detailed data search

As a second stage to the standard outline data search SERC can supply copies of detailed data held for sites identified in the standard search. Detailed data includes a fuller site description, a listing of habitats present, reasons for selection of the site as an SSSI/County Wildlife Site and a sketch map showing key features.

A standard outline data search and detailed data search can be combined from the outset if required.

3   Optional additional services available

- A **detailed Phase 1 style habitat interpretation** from aerial photographs can be undertaken by SERC, to produce a habitat/land-use map of all the land in the search area. The aerial photographs are high quality 1:10000 stereoscopic pairs commissioned by SERC for the whole county in 1994/95. The habitat system used is the **Integrated Habitat System (IHS)** as developed by SERC for the UK, which incorporates Biodiversity Broad and Priority Habitat types and Annex 1 Habitats listed in the EU Habitats Directive, 1992. Within SSSIs and County Wildlife Sites the habitat data are normally derived from field survey.

- The locations of recorded legally protected or notable species can be **mapped** using GIS.

- The species search can be undertaken for **county notable species i**n addition to legally protected species. These are nationally rare, locally rare or key habitat indicator species listed in *Somerset Notable Species Dictionary, 5th Edition, SERC, 2000.*

- **County distribution of species** identified in data search - a map showing the distribution of available records within the county.

- **Description and national status** of invertebrate species, and some other species groups, identified in data search.

- A commentary on the **degree of survey coverage** (see 7) within the search area for selected features.

4   Confidentiality

Records of a few species are regarded by SERC as confidential. If the search identifies any of these species the enquirer will be informed and invited to make a request for the details to be released. On receipt of such a request SERC will apply its confidentiality procedures and release details if it is able to do so. The enquirer will be informed as to the decision. Special conditions may be applied to the treatment by the enquirer of any confidential data supplied.

5   Copyright

The copyright of records supplied is retained by SERC or the original recorders. The data are supplied to the enquirer for use only in the context of the case on which the enquiry was made. It may not be published or supplied to third parties without the written consent of SERC.

6   Data sources

Data are compiled by SERC on an ongoing basis from all available professional and voluntary sources. These sources include the various specialist species groups that operate in the county, linked to SERC and the Somerset Wildlife Trust, for which SERC acts as a clearing house for the supply of data. There is therefore no need for users to contact these groups separately. The data search is undertaken only on data held and compiled by SERC at the time the enquiry is made. No new field survey is undertaken. SERC can be commissioned to undertake new field survey in some circumstances.

7   Data Quality and Interpretation

All users of biological data should be aware of the interpretation limitations of the data supplied. Habitat and species recording coverage is far from complete in time and space and further field survey may be required to determine the presence of important features. It is possible to supply only records that have been collected and validated. The ecological condition of a site may have changed since the available records were collected – clearly this is especially the case for older records. The available records may often therefore be viewed as a guide to the present condition of a site or area rather than a definitive statement of its value.

Data supplied by SERC has been verified (in terms of identification accuracy) and validated (in terms of geographical accuracy and other accuracy attributes in the data capture process) as far as possible. Errors cannot be totally eliminated, however, and users are asked to check with SERC if possible errors are noted in the data search results. SERC will advise the user of significant validation or verification issues with the data supplied.

8   Charges

SERC makes a charge for the time it takes staff to extract, analyse and supply data to the enquirer. This is not a charge for the data. SERC reserves the right to recoup a proportion of the costs of acquiring and managing data from its users, within the scope of maintaining charges at a reasonable level.

Current charges are £30 per hour plus VAT, minimum charge for a single enquiry £60 plus VAT.

Standard outline data searches from a defined point are charged at the minimum charge.

Charges are discounted by 50% for searches which result in a complete absence of data.

Quotations are supplied for defined searches and additional services on request.

A proportion of income from this source is used to promote voluntary recording activity in Somerset.

Some categories of user are exempt from charges. Please ask for details.

9   Deadlines

Data searches will normally be supplied to enquirers within 10 working days of receiving an order. Shorter turnarounds may be possible but a supplementary fee will be chargeable. Orders must be in writing by letter, fax or email, quoting a job number or order number and invoicing details. Data will normally be supplied on paper by post and/or fax (disk or email by special request).

10   Advice

SERC does not advise enquirers on actions that might or might not be taken as a consequence of the data identified in the search. If enquirers require further advice they are advised to contact the Somerset Wildlife Trust, English Nature or a relevant consultancy.

11   Consultancy Service

SERC operates a full consultancy service outside of Somerset. This specialises in biodiversity data management, habitat surveys and classifications and Local Records Centre Management. Full details available on request.

SERC, November 2000.

Somerset Environmental Records Centre
DATA REQUESTS BY EXTERNAL USERS
POLICY AND CONDITIONS

Thank-you for your request for access to data held by SERC. To help us deal with your request please provide the information on the attached form to clarify the nature of the data required.

SERC retains the right not to supply data to clients at its discretion. The release of data will normally be agreed unless one or more of the following situations occurs:

1.   All of the data identified in the search is covered by SERC's confidentiality policy and the external data source is unwilling for the data to be released for this purpose.

2.   The enquirer cannot agree to the conditions listed below, has not adhered to the conditions on a previous occasion and/or is not prepared to pay the extraction fee. Please note that consultants requesting access to SERC data will normally be required to show membership of the Institute of Ecology and Environmental Management, or similar professional body, and operate within the Institute's Professional Code of Conduct.

3.   The enquirer is seeking data that are out of proportion to the case, study or research project concerned. The geographical scope of the data supplied will be appropriate to the enquiry made. Complete data sets for Somerset or a significant proportion of it will not normally be released, although context distribution maps for habitats and species across the county or country may be included where relevant.

CONDITIONS

1.   The data may not be copied to third parties, published in any form, placed on the world wide web or supplied to the recipient's client without written permission from SERC except in the circumstances given below.

2.   Reports which include the data supplied by SERC may be provided to the recipient's client and to consultees provided that any special arrangements made in respect of confidential data are adhered to and full acknowledgement is given in the report to SERC and, where appropriate, the original recorders. Any specific copyright conditions attached to the data, including Crown Copyright, must be strictly adhered to.

3.   The data must not be entered on a computerised database or Geographical Information System without written permission from SERC. The data are supplied for the purpose of informing a short-term case, study or research project and are not intended for storage by the recipient for future use.

4.   Permission to use data expires 12 months after approval. Applications to extend beyond this period should be made at least one month before the expiry date.

SERC also requests that, wherever possible, other biological data collected by the enquirer relating to Somerset during the course of the project is lodged with SERC at the end of the project or as soon as possible after the project. This helps to build an improved picture of biodiversity in the UK, enables SERC to provide a more comprehensive service to all users and is in the best interests of all parties. Please refer to the IEEM Professional Code of Conduct for further details.

ENQUIRER DETAILS

Person making request	

☐ Are you a member of IEEM or similar professional body?

Specify:	

Company/organisation, if applicable	
Address	
Phone	
Email	
Client Name (Company/ Individual for whom the enquirer is undertaking the search), if applicable	
Reason for data request	
Enquirer's reference name/ project title for data search	
Intended report distribution where report will contain data from SERC	
Date of Enquiry	
Deadline required (normally at least 10 working days from receipt of order)	

Enquiry tracking:

☐   Original data request

☐   Amended data request which supersedes the original

ENQUIRY SPECIFICATION

Basis of search area:

Point ☐   Line ☐   Area ☐

Basis of search area supplied by enquirer as:

☐ 6 figure (100 metre) grid reference	Specify	
☐ Defined grid squares	Specify	
☐ Paper map with marked boundary		
☐ Named recognised site(s)	Specify	
☐ Digital vector map		

External Search Distance required e.g. radius, corridor width, buffer zone width = 1000m	

Scope of SERC data to be searched

☐ Standard sites (see data search details)		
☐ Sites type included in standard not required	Specify	
☐ Additional site types required	Specify	
☐ Standard species (see data search details)		
☐ Species type included in standard not required	Specify	
☐ Additional species types required:		
☐ Red Data Book Species		
☐ County Notable Species		
☐ All species		
☐ Restrict search to following species	Specify	

Additional services required:

☐ Full site descriptions	
☐ Site maps showing key features	
☐ List of habitats on record	
☐ Detailed GIS Habitat Map of search area	
☐ Reasons for selection of identified sites as SSSI/ County Wildlife Site	
☐ GIS map of selected species records within search area	
☐ County Distribution Maps of species identified in the search	
☐ Description and national status of species identified in the search	
☐ Commentary on the degree of survey coverage within the search area	
Special requests/comments:	

☐ **I confirm that I have read and understood the conditions of data supply and recognise that my organisation/ company is entering into a legally binding contract with SERC in commissioning this data search.**

17 Relationships with volunteer recorders & recording schemes

Summary

- An LRC needs to develop effective relationships with a wide range of volunteer recorders and recording schemes.
- Relationships should take account of the needs of the individuals or groups involved, and should be formalised in simple agreements.

17.1 Background

The aim of an LRC working as part of the NBN should be to act as a 'one-stop shop' for users of wildlife information in the local area. To achieve this, the LRC should aim to act as the 'data custodian' for local data-sets. (see volume 2, section 12 *Data flows*). LRCs should also know what other local data-sets (including historical data) are available, and where they are held. An LRC therefore needs to build positive relationships with all individuals and organisations that are sources of data, whether it holds and manages the data on their behalf or has an agreement to access these data and supply them to third parties. Sources of data include organisations that collect data as part of their work, but also a large number of individuals and voluntary recording schemes. In addition, these individuals and groups may be asked to work with the LRC, assisting with verification of data or helping to train new recorders.

This section addresses the key aspects of relationships between LRCs and volunteer recorders working as part of a group or scheme or independently. Volunteer recorders and recording schemes are 'users' of the LRC in many ways. They may receive data from the LRC, the LRC may manage their data and they may receive a range of services from the LRC. Although they will rarely be charged for these services, they should still be considered to be users of the LRC.

Although these recorders are volunteers who record in their own time, they may operate in different ways when acting as part of a group or scheme than when recording in pursuit of their own interests. In all instances, the key to achieving successful relationships with data suppliers is to build their trust in the LRC, agree on models for the flow of data between all parties, decide on clear roles, and document all agreements made. It is important that LRCs understand the nature of the groups with which they are working, including their primary purpose and their organisational structure. LRCs must also understand the uses that individuals and groups make of their data and where their particular expertise lies. LRCs should develop common approaches to working with individual recorders and with recording schemes and societies, and should conduct negotiations with national bodies whenever possible, while taking into account any local issues or concerns. In order to build trust, it is important that LRCs are able to demonstrate their ability to manage data professionally and to consistently high standards.

17.2 Different types of recorders and recording schemes

LRCs need to work with a wide variety of recorders, whose motivations for recording vary. Individuals might record:

- for pleasure
- to learn new skills or to develop existing ones
- to aid scientific research
- to aid the conservation of biodiversity
- to assist in site management (eg nature reserve managers, local councils)
- as part of educational activities (eg student theses, school projects)

These motivations may affect whether recorders work as individuals or as part of an organised group or scheme. Different types of recorders and recording schemes are discussed below. Of course, many individuals wear more than one hat, working with a number of different schemes and sometimes independently. To avoid confusion, it is useful for LRCs to have standard practices for working with different schemes and groups.

LRCs should explore the nature of each recording group and scheme, particularly when considering entering into agreements to manage data on their behalf or to supply their data to third parties. Owing to the nature of some of these groups, they may not be in a position to negotiate on behalf of the individuals involved. In such instances, an LRC might find itself dealing with both a group and with individual members of that group.

17.2.1 National schemes and societies

There are many national recording schemes and natural history societies, some of which are extremely well-established, that collect and collate data as a significant part of their activities Many focus on a single taxon, although others have a wider area of interest.

Many national schemes and societies have an organisational structure consisting of a central body with paid staff and a membership of volunteer recorders organised into local branches; others are represented at the local level simply by their individual members. Other organisations operate on a less formal basis, with a few expert recorders scattered across the country. This tends to be true of the less 'popular' or more difficult taxa (eg some of the invertebrate groups).

Some national schemes and societies have important roles in managing data, either centrally or at the local level. In many cases data are gathered locally, and perhaps verified locally, but are sent to the national body for collation and use. These uses may include the production of a variety of products such as maps and atlases, or the analysis of gaps in data for targeting new recording, or to support strategic work such as policy development, advocacy and responses to consultations. In many cases data are not returned to the local level, although in others a network of regional nodes, such as county recorders, manages the data. The involvement of LRCs in designing and agreeing improved systems for managing these various flows of data are covered in volume 2, section 12 *Data flows.*

Some see any involvement they have in managing data as a secondary role, with effort better expended through the use of their specialist knowledge and skills. Whatever the role of a national scheme or society in managing data, the most important contribution it can make to the objectives of an LRC working within the NBN is to ensure that its expertise in particular taxonomic groups is used to greatest effect. This expertise often entails conducting, co-ordinating and supporting recording work, training new recorders and verifying records. The various ways in which LRCs may work with and support recording by individuals and local groups are covered in volume 2, sections 13 and 14 *Working with data-providing individuals and organisations.* The verification of species records is covered further in volume 2, section 6 *Species identification—verification.*

The diversity of recording organisations and their varying remits and ways of working mean that LRCs must develop ways of working with each organisation on an individual basis (but using common approaches whenever possible). LRCs should normally try to deal directly with national bodies, since in many cases such bodies have common approaches to working with LRCs throughout the country.

17.2.2 Local recording groups

Local recording groups may be affiliated to corresponding national groups, or may act independently. Some local organisations may supply data to more than one national recording scheme, whereas some may manage all data locally. Many of the issues when dealing with local recording groups are similar to those when dealing with national schemes and societies. Some local groups do not concentrate on one taxonomic group but cover a particular geographical area (such as a National Nature Reserve). Commonly these groups are not just involved in recording. Some groups looking at the less popular (and perhaps more difficult) taxa may only have one or two individuals recording in an area.

In the case of groups that are affiliated to national schemes, an LRC should work with both the local group and its national representatives, to avoid reaching a local agreement that conflicts with national policy. However, local concerns do need to be taken into account, and sometimes these can lead to variations from the nationally proposed way of working with LRCs. How LRCs can work to develop clear and positive relationships with independent local recording groups is covered more fully in section 14 *Working with data-providing organisations.*

Many local recording groups are informal and have no legal constitution. An LRC may find, when working with informal groups, that it must deal directly with individuals to establish agreements for access to data, although it may deal with the group as a whole when promoting standards in recording practices, setting priorities for recording or dealing with other issues (see volume 2, section 9 *Recording methodologies* and section 14 *Working with data-providing organisations*).

Local groups can provide a source of invaluable expertise for LRCs, not just in terms of recording skills but also through assisting with verification (see volume 2, section 6 *Species identification—verification*).

17.2.3 Individuals with no affiliations

Many individuals with no particular affiliation record across a wide variety of taxonomic groups. Often these individuals record primarily for pleasure; but this category includes people with considerable skills and a large number of records are generated this way each year.

An LRC must build relationships with individuals on a one-to-one basis, although it should have standard policies for doing so. Identifying these individuals can be problematic, and this and other issues to consider when setting policy on working with unaffiliated individual recorders are covered in volume 2, section 13 *Working with data-providing individuals.*

17.3 Building trust with volunteer recorders

The basis of the relationships between an LRC and volunteer recorders must be trust. If a recorder is going to allow the LRC to manage their data and/or make them available to others, the recorder needs to have complete confidence in the LRC's ability to care for their data effectively. For the relationships between the LRC and volunteer recorders to be successful, the LRC must demonstrate that it can provide a professional data management service for recorders' data, and can be relied on to manage the data effectively, following clear, agreed policies. This is perhaps more important to volunteer recorders as their data are personal assets—normally gathered in their own time and primarily for their own purposes. The duty of care placed on an LRC is therefore considerable.

Trust is best built through evidence. An LRC should use its existing good relationships with those recorders who are confident in its abilities to demonstrate its trustworthiness to others. While written policies can be used to support this approach, they are of limited use when someone is sceptical of the LRC's claim to competence. Although much relationship building needs to be done on a one-to one basis, other useful mechanisms include recorders' forums, newsletters and conferences.

17.4 Formal agreements

An LRC should formalise all its relationship with local recorders. This should normally be in the form of a written agreement between the LRC and the individual or group. The agreement should be kept as simple as possible and should refer to documented policies and procedures to explain specific processes and mechanisms. It should describe the scope and co-operative nature of the relationship, and should cover:

- how data will flow between the two parties

- what data will be made available to the LRC (a general description of scope and anticipated volume)

- what data the LRC will make available to the recorder or group to support their recording work

- what other services the LRC will provide (eg support for recording, newsletters, access to training)

- how the recorder or group may make their views known to the LRC (eg through a recorders forum or through a representative)

In cases where it is agreed that data are to be supplied to the LRC, this should be documented in an agreement covering the ownership and management of the data (see volume 2 , sections 17 *Data ownership and acquisition* and section 33 *Data management services*). These issues may be covered in separate agreements or in a general agreement describing the relationship.