

North East Scotland Biological Records Centre (NESBReC)

Agreement

Between

ABERDEENSHIRE COUNCIL, a Local Authority constituted by the Local Government etc (Scotland) Act 1994 and having its principal offices at Woodhill House, Westburn Road, Aberdeen, AB16 5GB.

ABERDEEN CITY COUNCIL, a Local Authority constituted by the Local Government etc (Scotland) Act 1994 and having its principal offices at Town House, Broad Street, Aberdeen, AB10 1FY.

SCOTTISH NATURAL HERITAGE, a public body constituted under the Natural Heritage (Scotland) Act 1991 and having its principal offices at Great Glen House, Leachkin Road, Inverness, IV3 8NW.

THE UNIVERSITY COURT OF THE UNIVERSITY OF ABERDEEN, incorporated under the Universities (Scotland) Act 1889 and having its principal offices at Kings College, Regent Walk, Aberdeen, AB24 3FX.

THE ROYAL SOCIETY FOR THE PROTECTION OF BIRDS, a UK Registered Charity (Charity No 207076) and having its headquarters at The Lodge, Sandy, Bedfordshire SG19 2DL

THE JAMES HUTTON INSTITUTE, a Scottish charitable company limited by guarantee (Registered Charity No SCO41796) and having offices at Invergowrie, Dundee, DD2 5DA.

FORESTRY COMMISSION SCOTLAND serves as the forestry directorate of the Scottish Government, advising on and implementing forestry policy and managing the national forest estate and having its principal offices at Silvan House, 231 Corstorphine Road, Edinburgh, EH12 7AT.

WHEREAS the Parties to this Agreement are an association of organisations with an interest in North East Scotland and currently covering the administrative areas of Aberdeenshire, Aberdeen City and Moray Councils and the Cairngorms Local Biodiversity Action Plan (LBAP) area AND WHEREAS the purpose of this Agreement is to define the working arrangements, practices and responsibilities relative to each stakeholder of the North East Scotland Biological Records Centre (hereinafter referred to as “NESBReC”) THEREFORE the Parties have agreed and do hereby agree as follows

1. Term of Agreement

- 1.1 This Agreement will run from 1st April 2012 to 31st March 2017
- 1.2 This Agreement may be extended beyond 31st March 2017 by mutual agreement in writing between all the parties to this agreement for such a period as agreed between them.

2. Participation in NESBReC

- 2.1 The initial participants of NESBReC shall be the Parties to this Agreement.

3. NESBReC Steering Group

- 3.1 Responsibility for the delivery of the aims and objectives of NESBReC will rest with the Steering Group. The Steering Group will be made up of representatives of the Parties. The Steering Group may invite advisory members from the local recording community and environmental consultancies. The maximum size of the Steering Group will be 15.
- 3.2 A Chair for the Steering Group will be elected from the membership of the Steering Group or invited on the agreement of the majority of the members.
- 3.3 The Steering Group will provide an advisory role to the NESBReC staff subject to the role performed by Aberdeenshire Council as employer and direct line manager of the NESBReC staff.
- 3.4 The Steering Group will be responsible for providing strategic direction and for advising on the delivery of NESBReC objectives. Members of the Steering Group shall agree a Development Plan and associated programme of work for the NESBReC staff.
- 3.5 The Steering Group will meet at six month intervals but may meet as frequently as is deemed necessary.
- 3.6 Any Steering Group vacancy may be filled by agreement of a majority at a Steering Group meeting. Other organisations or bodies may be admitted to membership by the Steering Group in accordance with procedures and subject to terms and conditions approved by them. Each member shall be required to appoint a voting representative (and substitute) to act on its behalf at meetings.
- 3.7 Members can be removed if they fail to attend three consecutive meetings of the Steering Group. Members shall also be able to resign at any time.
- 3.8 Whilst it is anticipated that the Steering Group will work to achieve consensus on matters before it, in the event of a vote being necessary, each member of the Steering Group shall have a vote. In the event of a tied vote the Chairperson shall have a second or casting vote.

- 3.9 The Steering Group may delegate responsibilities to a sub-group as deemed appropriate upon such terms as it may specify. This could include a Management Group to advise on the day to day issues regarding the running of NESBReC.
- 3.10 The Steering Group will organise an annual event for biological recorders and other interested parties to seek the opinion of the recording community on the work of NESBReC and feedback on related issues.
- 3.11 The Steering Group in meeting shall have the power to recommend the removal of any member or representative of any member who has, in the view of the Steering Group, brought NESBReC into disrepute. The removal shall be confirmed with the written approval of three quarters of its members.

4. Aims and Objectives

- 4.1 To engage with members of NESBReC, education and conservation bodies, the biological recording community and the wider community as the main point of contact for collating, managing and distributing biological records within the NESBReC Area.
- 4.2 To deliver these objectives NESBReC shall:
 - 4.2.1 Promote, encourage and co-ordinate biological recording and maintain quality assured records.
 - 4.2.2 Develop and maintain a database of biodiversity information, making this accessible to members of NESBReC, education and conservation bodies, the biological recording community and the wider community.
 - 4.2.3 Increase the standard and coverage of recording and be an exemplar of good practice.
 - 4.2.4 Carry out or commission surveys for the collection of biological records within the area of interest of NESBReC.
 - 4.2.5 Support the North East Scotland Local Biodiversity Action Plan and act as a local node of the National Biodiversity Network. Support any other Local Biodiversity Action Plans that may be produced within the area of interest of NESBReC.
 - 4.2.6 Provide support and guidance for biological recorders and arrange training opportunities for biological recorders across all skill levels.
 - 4.2.7 Develop and implement policies and procedures designed to safeguard the interests of biological data suppliers whilst ensuring the quality of service to users.
 - 4.2.8 Seek to initiate, develop, deliver and coordinate practical projects that meet the objectives of NESBReC.

- 4.2.9 Assess the effectiveness of NESBReC on an ongoing basis through feedback from the Steering Group at regular meetings.
- 4.3 In furtherance of these aims the Project staff, acting on behalf of NESBReC and within the financial parameters as per current funding available or secured by grant aid, may through one of its members:
 - 4.3.1 Arrange to engage and pay fees to professional and technical advisors/consultants to assist in the work of NESBReC.
 - 4.3.2 Arrange and provide for, or join in arranging, the holding of conferences and training events.
 - 4.3.3 Collect and disseminate factual information on all matters affecting the said aims and objectives and exchange information with other bodies.
 - 4.3.4 Promote and arrange to carry out or assist in promoting and carrying out surveys and, where considered appropriate, publish the results.
 - 4.3.5 Have written and print, publish and circulate, gratuitously or otherwise, such papers, pamphlets etc. or films or recorded tapes as shall further the aims and objectives of NESBReC.
 - 4.3.6 Subject to such consents as may be required by law, arrange to sell, let, dispose of or turn to account all or any of the property or assets of NESBReC.
 - 4.3.7 Raise funds and invite and receive contributions from any person or persons, businesses or organisations whatsoever by way of a donation, grant or Service Level Agreement.
 - 4.3.8 Effect insurance of all kinds in respect of the activities of NESBReC.
 - 4.3.9 Do all such other lawful things as are necessary for the attainment of the said aims and objectives.
 - 4.3.10 Maintain and, as necessary, re-examine the best organisational structure and put into place appropriate arrangements to deliver the aims of NESBReC.

5. Aberdeenshire Council obligations

- 5.1 Aberdeenshire Council shall employ NESBReC Staff subject to funding being available to support the posts. Aberdeenshire Council shall also prepare contracts of employment for the NESBReC Staff.
- 5.2 Aberdeenshire Council will provide the day-to-day management and support of the NESBReC Staff and shall undertake all appropriate employment responsibilities, including but not limited to health and safety matters, and shall provide to the staff information, with respect to the various procedures to which staff must adhere whilst employed by Aberdeenshire Council.

- 5.3 Aberdeenshire Council shall provide access to training for the NESBReC Staff which will be agreed in advance by the Steering Group.
- 5.4 Aberdeenshire Council shall support the financial management of income and expenditure in connection with NESBReC including travel and subsistence allowances associated with the employment of the NESBReC staff and delivery of NESBReCs aims and objectives.
- 5.5 Aberdeenshire Council shall deliver a financial monitoring programme and manage funds on behalf of the NESBReC Steering Group with particular regard to the financial management of income and expenditure associated with the employment of NESBReC Staff and delivery of any approved programme of work. As part of the monitoring programme, Aberdeenshire Council shall provide statements of all associated income and expenditure on a monthly basis. The end of year statement of accounts and budget for the year ahead will be submitted to the Steering Group for approval. NESBReC's financial year shall be April 1st to 31st March. In the event of an overspend outwith the agreed annual budget becomes apparent, Aberdeenshire Council shall as soon as reasonably possible, inform the Steering Group members of such overspend.

6. Finance

- 6.1 All monies raised by or on behalf of NESBReC shall be applied to further the aims and objectives of NESBReC. This is provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of NESBReC or the payment of reasonable out-of-pocket expenses. Management Group and Steering Group members, who are not employees of NESBReC, will be required to meet their own out-of-pocket expenses.
- 6.2 Funds for NESBReC will be administered by Aberdeenshire Council as outlined in 5.4 and 5.5 above.
- 6.3 Funding partners will provide funding in line with the annual budget to be agreed in advance of the start of each financial year.

7. Dissolution of NESBReC

- 7.1 If the Steering Group, by a simple majority, decides at any time, on the ground of lack of expense or lack of funds or otherwise, that it is necessary or advisable to dissolve NESBReC, it shall advise Aberdeenshire Council as soon as reasonably possible.
- 7.2 The Steering Group shall have the power to dispose of any remaining assets held by or on behalf of NESBReC after settling any debts and liabilities. These shall be given to an organisation or organisations which have aims and objectives similar to that of NESBReC, all as determined by the Steering Group.

8. Jurisdiction

8.1 This Agreement shall be governed by the Laws of Scotland

IN WITNESS WHEREOF

(signed by all parties)