

DATED

15<sup>th</sup> May 2007

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PARTNERSHIP AGREEMENT  
FOR  
THE LINCOLNSHIRE BIODIVERSITY PARTNERSHIP

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This Partnership Agreement is made the 15<sup>th</sup> day of May 2007 between the Parties listed in Schedule 2 hereto.

## WHEREAS

- a) This Agreement relates to the arrangements between the Parties for the management of the Lincolnshire Biodiversity Partnership including Lincolnshire Biodiversity Action Plan (LBAP), the Lincolnshire Environmental Records Centre (LERC), and the Lincolnshire Local Wildlife Sites (LWS) System.
- b) LBAP and LERC have been through development stages and now require a stable base in order to deliver the agreed objectives and services for the foreseeable future.
- c) This Agreement supersedes the LBAP Partnership Agreement dated July 2001 and the LERC (formerly Lincolnshire Biological Records Centre) Partnership Agreement and Memorandum of Understanding dated respectively August 2004 and October 2004.
- d) The previous partners in LBAP & LERC have agreed that the two operations should henceforth be managed through a single combined partnership.

IT IS AGREED that the following General Conditions of Agreement shall apply:

### 1. PURPOSE

- 1.1. To provide a formal framework for the operation of Biodiversity Services within the historic county of Lincolnshire.
- 1.2. To specify the roles and responsibilities of the Parties hereto and to ensure an equitable and transparent relationship between them in delivering the agreed objectives.
- 1.3. To commit each of the Parties hereto to the aims of the Biodiversity Services and to provide a common framework for action.

### 2. MANAGEMENT OBJECTIVES FOR THE LINCOLNSHIRE BIODIVERSITY ACTION PLAN (LBAP)

#### 2.1. The vision of LBAP is:

“That the historic county of Lincolnshire, including landscapes and water bodies, should be a place where people understand and care about nature, where wildlife and habitats are recognised as part of healthy functioning ecosystems, and where biodiversity is a natural consideration in policies and decisions designed for the benefit and well-being of our urban and rural communities.”

- 2.2. To ensure that biodiversity is considered to be an essential part of all elements of life in the historic county of Lincolnshire.
- 2.3. To conserve and to enhance the biodiversity resource throughout the county, recreating habitats on a large scale and encouraging networks of interlinked natural areas – a ‘living landscape’ in which wildlife is an integral part, not confined to specially protected sites.

- 2.4. To ensure that every resident and visitor has the opportunity to appreciate and understand biodiversity and its importance in the modern world.
- 2.5. The basis of operation is to implement the *Lincolnshire Biodiversity Action Plan: Action for Wildlife in Lincolnshire 2<sup>nd</sup> Edition (2006)* and any amendments or further editions that may be agreed between the Parties from time-to-time.

### 3. MANAGEMENT OBJECTIVES FOR THE LINCOLNSHIRE ENVIRONMENTAL RECORDS CENTRE (LERC)

- 3.1. “A Local Records Centre is a not-for-profit service run in partnership for the public benefit, which collects, collates, manages and disseminates information of known quality relating to the wildlife, wildlife sites and habitats for a defined geographical area.”

The vision for LERC is:

- 3.2. To act as a one-stop-shop for public biodiversity and geodiversity information in Lincolnshire.
- 3.3. To work in partnership with all local recorders.
- 3.4. To provide a biodiversity and geodiversity information service to local authorities, statutory bodies, and other organisations at a local level.

### 4. MANAGEMENT OBJECTIVES FOR THE LINCOLNSHIRE WILDLIFE SITES SYSTEM (LWS)

- 4.1. “Local Wildlife Sites, along with biological SSSIs, are the most important places for wildlife in the county. They have substantive nature conservation value, and their continued presence makes a significant contribution to the maintenance of biodiversity. They may also have an important role in contributing to public enjoyment and understanding of nature.”

The vision for the LWS System is:

- 4.2. To provide a comprehensive rather than representative suite of sites.
- 4.3. To include the full range of habitat types of nature conservation importance in Lincolnshire.
- 4.4. To include sites which support species which are rare or threatened nationally, regionally or in the county.
- 4.5. To reflect the geographical distribution of habitats and species in Lincolnshire, particularly where this includes species at the limit of their national or local range or isolated pockets of habitat otherwise uncommon in the locality.
- 4.6. To link sites of biodiversity importance and provide routes or stepping stones for the migration, dispersal and genetic exchange of species in the wider environment.
- 4.7. To contribute to the quality of life and well-being of the community and reflect the importance of conservation for scientific purposes, education and enjoyment.

## 5. MANAGEMENT ARRANGEMENTS

- 5.1. There shall be a Forum which shall operate in accordance with a Constitution of even date agreed between the Parties.
- 5.2. The Constitution of the Forum may be varied by agreement between the parties (as existing at the time in accordance with Clause 6) at any time.
- 5.3. The Forum shall have the power to set up a Steering Group and such working groups and consultative fora as may be deemed appropriate from time-to-time provided that no such working group or forum shall purport to make decisions on behalf of the Forum or Parties hereto except as expressly authorised by the Forum.

## 6. DURATION AND TERMINATION

- 6.1. Any Party may withdraw from this Agreement on giving not less than twelve months notice in writing to the Forum.
- 6.2. This Agreement shall remain in force for so long as not less than five of the Parties remain or until a replacement Agreement is signed by all the Parties then existing.
- 6.3. Additional Parties shall be admitted to the Partnership if they are recommended by the Steering Group, approved in writing by a two thirds majority of the Parties then existing (such approval to be sought by means of a postal vote), and if the Additional Parties append their signatures to a copy of this Agreement.

## 7. OPERATIONAL ARRANGEMENTS

- 7.1. The Steering Group shall determine from time-to-time the arrangements for the staffing and conduct of business of the Partnership.
- 7.2. It is envisaged that the operational arrangements for Biodiversity Services will be closely co-ordinated and will share some common resources but nothing in this Agreement shall prevent their separate operation if deemed appropriate and each shall be regarded as independent of the other in terms of policies and practices. LERC shall function in accordance with NBN Standards.
- 7.3. The Biodiversity Services shall operate as entities on behalf of the Parties hereto collectively and shall be independent of any of the Parties individually.
- 7.4. The Forum may delegate operational arrangements to a Host (whether one of the Parties hereto or otherwise) by way of a Service Level Agreement.

## 8. FINANCE

- 8.1. An annual budget shall be prepared on behalf of the Forum which will determine the work programmes for the year and take account of expected income from:
- Any core funding agreed by the Parties
  - Service Level Agreements as may be agreed between the Steering Group (on behalf of the Partnership) and individual Parties
  - Services
  - Provision of grants
- 8.2. The financial year shall be 1 April to 31 March.
- 8.3. An Annual Report & Financial Statements shall be prepared in accordance with a specification and audit procedure as determined by the Forum from time-to-time.
- 8.4. The Forum shall receive the Annual Report & Financial Statements and, if approved, copies shall be delivered to each of the Parties.
- 8.5. The organisation appointed to Host the Biodiversity Services shall act as the accountable body for the partnership.

## 9. STEERING GROUP

A Steering Group shall be appointed by Forum to oversee the day-to-day operation of Biodiversity Services and other projects of the Partnership. The Chairman of Forum shall ordinarily serve also as Chairman of the Steering Group but Forum may if it wishes appoint another Representative to serve in this role. The Steering Group shall meet as necessary and will keep minutes of its meetings which shall be available to Forum Representatives. The Steering Group shall consist of the following:

- Chairman of Forum (or other person appointed by Forum to serve as Chairman of the Steering Group)
- One Representative each of:
  - Lincolnshire County Council
  - Lincolnshire Naturalists' Union
  - Lincolnshire Wildlife Trust
  - Natural England
- One Representative selected by North Lincolnshire and North-east Lincolnshire Councils
- Two Representatives selected by District Councils
- Up to four Representatives elected by Forum

10. ARBITRATION

If at any time any dispute or question shall arise between the Parties about this Agreement or the accounts and other transactions of Forum then the same shall be referred to an Arbitrator to be nominated upon the request of any Party by the President for the time being of the Law Society and in accordance with the provisions of the Arbitration Acts 1996 and the decision of the Arbitrator shall be final and binding on the Parties.

11. NATURE OF AGREEMENT

Nothing in this Partnership Agreement shall be construed as creating a legal partnership or joint venture. The Parties enter into this Agreement in good faith and in the spirit of co-operation in order to achieve common aims.

## SCHEDULE 1

### DEFINITIONS

IT IS AGREED that the terms employed in the Partnership Agreement and Constitution for the Forum dated 15<sup>th</sup> May 2007 shall bear the following meanings:

Alternate	A person formally appointed by one of the Parties to take the place of the Forum Representative when unable to attend, and to vote in their stead.
Biodiversity Services	Lincolnshire Biodiversity Action Plan (LBAP), Lincolnshire Environmental Records Centre (LERC), Lincolnshire Wildlife Sites System (LWS) and any additional services approved from time to time by Forum.
Chairman	The Chairman of the Forum.
Constitution for the Forum	The Constitution as adopted of even date herewith.
Forum	The Forum as created by the Partnership Agreement and controlled by a Constitution agreed by the Parties.
Host	The organisation appointed by the Forum through a Service Level Agreement to deliver Biodiversity Services.
LBAP	Lincolnshire Biodiversity Action Plan 2 Edition (2006) or any superseding edition.
LERC	Lincolnshire Environmental Records Centre.
Member of the Steering Group	A person formally appointed by one of the Parties to serve on the Steering Group in accordance with Clause 9 hereof.
NBN Standards	The working practices approved from time to time by the National Biodiversity Network.
Parties	The signatories to this Partnership Agreement as amended subsequently in accordance with Clause 6.
Partnership	The Lincolnshire Biodiversity Partnership as created by the Partnership Agreement.
Partnership Agreement	This Agreement.

Principal Contact	The Chief Executive or other person specified by each of the Parties to receive communications in the absence of the Forum Representative.
Representative	A representative (in the case of Local Authorities, either a Member or Officer) appointed by one of the Parties to serve on Forum.
Secretariat	The persons and procedures set in place by the Host (or in default by the Steering Group) to provide secretarial services to the Steering Group.
Service Level Agreement (Host)	The specification made by the Steering Group on behalf of Forum for the services to be delivered by the Host.
Service Level Agreements (Biodiversity Services)	The specification agreed between the Steering Group on behalf of Forum, and each of the Parties for the services to be received.
Vice-chairman	The Vice-chairman of the Forum elected from among the Representatives

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Dated 15<sup>th</sup> May 2007

<b>Signed on behalf of</b>	
<b>Signed</b>	
<b>Name</b>	
<b>Position</b>	
<b>Date</b>	