

Biological Records in Essex (BRIE)

COMMUNITY, item 4

Committee: COMMUNITY

Agenda Item

Date: 18 September 2008

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Title: Biological Records in Essex (BRIE)

Author:

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2. Sarah Kenyon, Natural Sciences Officer, Saffron Walden Museum, x641

Item for decision

Summary

This report seeks authorisation for the Chief Executive to sign a Memorandum of Understanding that will set out the governing principles for the BRIE project.

The BRIE project has been set up to collect and provide records of wildlife and geology in Essex, and is a collaboration between the County Council, District Councils, Essex Museums, the Essex Wildlife Trust, the Essex Field Club and others. This Council has previously contributed grant funding to establish the BRIE record centre, which will provide a service that exists in most counties, but has previously been missing in Essex.

Recommendations

That the Chief Executive be authorised to sign the BRIE Memorandum of Understanding for the District Council.

Background Papers

BRIE Memorandum of Understanding (attached at Annex 1)

Impact

Communication/Consultation	No implications
Community Safety	No implications
Equalities	The BRIE record centre will improve access to information for all sectors of society.
Finance	No direct implications.
Human Rights	No implications.
Legal implications	The wording of the agreement is expressed not to be legally binding, but in view of the

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	moral commitment to enter into a binding relationship (viz-a-viz the Company) this will need Committee authorisation.
Ward-specific impacts	None
Workforce/Workplace	None

Situation

- 1 Biological Records in Essex (BRIE) is a partnership of individuals and organisations working to co-ordinate and improve the data flow and availability of biological and geological information in Essex. The project is currently establishing a records centre for Essex and developing a range of products and services to deliver biodiversity information to a wide range of users.
- 2 The UK has a network of local biological records centres operating discretely from one another, usually on a county basis. Biological Records in Essex (BRIE) aims to fill the gap for Essex.
- 3 Through the support of BRIE, relationships with biological recorders and recording organisations throughout Essex are being developed. BRIE will provide a service supporting recording in Essex and ensuring greater access to biological data for all. Wildlife information will be made available to a wide range of people and organisations in a variety of ways, encouraging and raising awareness of the importance of biological recording and ensuring that Essex wildlife is considered in all aspects of decision-making in the County.
- 4 Uttlesford DC will be involved through Saffron Walden Museum, which will contribute records and information to BRIE. The Museum has a seat on the Development Steering Group which is overseeing the development of BRIE until the formation of a BRIE Limited Company when a Board of Directors and a Company Steering Group will be established. The Museum may then be offered a place on the Board or Company Steering Group. Alternatively a representative from the Museum would be entitled to participate in the Recorders' Advisory Group and a representative from Planning could attend the Users' Advisory Group. The BRIE project will enable the Museum to provide improved public access to information about wildlife in Uttlesford and Essex, and to provide this to individual enquirers and to groups, for example from schools.
- 5 Other Local Authority services may well be users of biological records, principally the Planning functions of the Council in terms of preparation of the Local Development Framework, and dealing with specific planning proposals and applications. Access to information would be subject to an annual fee.
- 6 Signature of the Memorandum of Understanding is required at this point in order to formally constitute the project with a set of governing principles, which will then enable the project to make applications for grant funding from multiple sources.

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Risk Analysis

Risk	Likelihood	Impact	Mitigating actions
Dissolution	Small	Termination of the project	The Memorandum of Understanding provides for all remaining assets to be returned to their original contributors should BRIE be dissolved.

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ANNEX 1

Biological Records in Essex (BRIE)

MEMORANDUM OF UNDERSTANDING – V6. 14-08-2008

1 Introduction

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

Essex County Council

Essex Field Club

Colchester Museum (Colchester & Ipswich Museums Service)

Saffron Walden Museum (Uttlesford District Council)

Essex Wildlife Trust

Environment Agency

Natural England

1.3 This Memorandum of Understanding provides a framework within which the partners will strive to achieve the formation and running of Biological Records in Essex.

1.4 The spirit of this agreement is to co-operate to mutual advantage; no party will seek to benefit unduly from the inputs of the other parties.

1.5 It is agreed that this Memorandum of Understanding may be amended during the course of its term with the agreement of the BRIE Development Steering Group.

1.6 The terms of this Memorandum of Understanding are not exhaustive, and are not intended to be legally binding between the Partners.

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2 Aim and vision of BRIE

There are many organisations and individuals across the county that collect, hold and manage biological data, the County Recorders of the Essex Field Club and the Essex Birdwatching Society have long coordinated and managed county-wide data for a wide range of taxonomic groups. A number of organisations and individuals also request and require biological information for a variety of purposes. BRIE aims to improve the communication of Essex biodiversity information by drawing together biodiversity data through creation of a 'data warehouse' that will be accessible to all.

BRIE will be a local records centre, as defined by the National Biodiversity Network:

'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 of a defined geographical area.'

3 Objectives of BRIE

3.1 To facilitate coordination of the collection, handling and secure storage of biological records in Essex.

3.2 To share biological records with the National Biodiversity Network with the agreement of the data providers.

3.3 To facilitate coordination of biological surveys, and promote and maintain high standards of recording.

3.4 To provide and present biological records in ways which help decisions on biodiversity to be made with more up to date and complete information, enabling local government, governmental agencies and not-for-profit conservation organisations to meet their objectives.

3.5 To improve the intellectual access to and dissemination of biological records and information targeting a wide range of users including specialists, planning authorities, consultants, and to provide public access to appropriate biological records and information to promote the general interest of students and the wider community.

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4 Geographical coverage

The geographic area covered by BRIE includes:

4.1 The modern administrative County of Essex;

4.2 Unitary authorities within the historic County of Essex (Southend-on-Sea Borough Council and Thurrock District Council);

4.3 Watsonian Vice-Counties 18 (South Essex) and 19 (North Essex), which include the London Boroughs east of the River Lea;

4.4 Maritime extensions of Vice-Counties 18 and 19 to the 12 mile limit as defined on the NBN (National Biodiversity Network) Digitised Watsonian Vice-County boundary map.

5 Governance

5.1 BRIE aims to become a company limited by guarantee and a charity.

5.2 The Development Steering Group will oversee the development of BRIE until the formation of the BRIE Limited Company, at which time the Development Steering Group will dissolve. Representatives from the partners will be invited to join the Board of Directors (5.4) and/or the Company Steering Group (5.6).

5.3 Once BRIE has confirmed Charity status, the Board of Directors will have additional responsibilities as the Board of Trustees.

5.4 The Board of Directors/Trustees will be responsible for managing BRIE's affairs and regulating financial management. The Board of Directors/Trustees will act on recommendations and advice from the Company Steering Group in the interests of BRIE. The Board of Directors/Trustees will meet at least four times per year.

5.5 The BRIE Manager will be one of the Directors and will be delegated responsibility for the day-to-day management of BRIE from the BRIE Board of Directors/Trustees.

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5.6 The Company Steering Group will represent those involved in biological recording and supplying data to BRIE and those using biological data provided through BRIE. It will oversee the development and provision of services by BRIE, providing a clear outline of priorities to the Board of Directors/Trustees. It will agree direction and a work programme at least every six months and will monitor progress of this work programme. The Company Steering Group will meet not less than twice a year.

5.7 The Recorders' Advisory Group will feed into the Company Steering Group. It will be a forum for all those involved in biological recording in Essex and supplying data to BRIE. It will provide advice on data capture priorities, data management systems, verification of records, interpretation of data and related issues. The Recorders' Advisory Group will meet not less than once a year.

5.8 The Users' Advisory Group will feed into the Company Steering Group. It will be a forum for all those using biological data from BRIE. It will provide advice on data capture priorities, products and services, selling and marketing and related issues. The Users' Advisory Group will meet not less than once a year.

6 Respecting the interests of individuals and organisations contributing to and involved with BRIE

BRIE respects individuals' and organisations' interests and will consider the following issues:

6.1 Existing natural history societies and recording schemes must be recognised for their contribution and should be supported, particularly if they wish to manage their own data.

6.2 The Essex Field Club's County Recorders, library and collections should be supported.

6.3 The Local Record Centre functions of Chelmsford, Colchester, Saffron Walden and Southend Museums should be continued, including their role in the care of voucher material and their capacity to engage local people in biological recording.

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6.4 Essex Wildlife Trust compiles a Local Wildlife Sites register, on behalf of the local authorities; involving site survey, management of the data and the provision of planning and land management advice. The Local Wildlife Sites register should be maintained and developed by Essex Wildlife Trust in liaison with the Local Wildlife Sites Advisory Group.

6.5 The intellectual property rights (IPR) of recorders must be respected and protected.

7 Operations and Activities

BRIE reserves the right to charge organisations and individuals for information and services at rates to be determined by the Development Steering Group and later the Board of Directors and Company Steering Group.

8 Insurance

Activities undertaken for BRIE will not be covered by insurance. The responsibility lies with each organisation/individual to ensure their own insurance covers them for partnership activities. BRIE therefore accepts no responsibility or liability for any accident or injury to persons or damage to or loss of property incurred by any member or guest of the partnership.

9 Assets

BRIE may raise funds by means of donation and other activities, but only for the purposes outlined in the objectives.

10 Dissolution

Should BRIE be dissolved, all remaining assets (including data and intellectual property rights) shall be returned to the original contributors. Service Level Agreements should include clauses covering the specific details of these procedures.

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Signed:

Date:

On behalf of