

Memorandum of Agreement

Between

- i. Scottish Natural Heritage**
12 Hope Terrace, Edinburgh, EH9 2AS

- ii. Botanical Society of the British Isles**
c/o Royal Botanic Garden Edinburgh, 20A Inverleith Row, Edinburgh EH3 5LR

For the purposes of improving the delivery of vascular plant conservation programmes in Scotland by developing greater co-ordination between voluntary botanists and Scottish Natural Heritage.

Project Official Title: BSBI Scottish Officer

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1. Introduction

- 1.1. This Memorandum of Agreement is made between Scottish Natural Heritage (hereafter referred to as SNH) and the Botanical Society of the British Isles (hereafter referred to as BSBI). It outlines the roles and responsibilities for members of the Steering Group involved in delivering a four year programme of work to build the BSBI voluntary network in Scotland and to deliver conservation objectives agreed by SNH and the BSBI.
- 1.2. SNH and BSBI are equal funding partners. SNH's grant in-aid conditions are included in Annex A. This agreement supports these conditions and facilitates the delivery of the grant requirements.

2. Description of the Project

- 2.1. The Project aims to take forward the BSBI's Strategy in Scotland for expanding and enhancing its scientific recording programme and providing advice and information based on this to Scottish Natural Heritage.
- 2.2. The Scottish Officer Job Description broadly outlines aims and objectives. The Strategy, Action Plan and Work Programme re-word and re-group them slightly as follows.

To build the voluntary network in Scotland by:

- raising the profile of the BSBI in Scotland and the key role it plays in plant identification and recording,
- stimulating interest in botany in Scotland and in BSBI membership,
- and by working proactively within the BSBI committee structure to better deploy and support those already volunteering.

To deliver agreed conservation objectives in Scotland by:

- facilitating mutual co-operation between SNH and BSBI,
- helping to deliver major national initiatives, such as Site Condition Monitoring, UK Biodiversity Action Plans and Rare Plant Registers,
- and by helping to deliver BSBI's Data Management Strategy.

3. Administrative Arrangements

- 3.1. All parties to the Agreement shall use their best endeavours to ensure that the aims and objectives of the Project are achieved.
- 3.2. Dissemination of information, publicity and any results, together with any acknowledgements, relating to the Project shall be as determined by the parties to the Agreement, based on the advice of all Steering Group members.
- 3.3. Any press release relating to the Project shall be sent to the other Party for consultation prior to publication. Press releases will not be issued without written consent from the other Party.

4. Timescales

- 4.1. This Agreement shall commence on 1 April 2005 and exist until 1 November 2008.
- 4.2. Project progress will be formally reviewed after 2 years on 1 November 2006.
- 4.3. For the avoidance of doubt, the Scottish Officer Project Year begins on 1 November. The quarter dates are therefore 1 February, 1 May, 1 August and 1 November.

5. Steering Group – Roles and Responsibilities

- 5.1. The Project will be managed by a Steering Group. Its current membership is listed in Appendix C along with individual member's current position on the Steering Group.
- 5.2. If members of the Steering Group relinquish their role, new members may be co-opted on by agreement with existing members. In the event of a split vote, the Chair has the casting vote.
- 5.3. A Steering Group meeting shall be considered inquorate if
 - there is no SNH representative, or
 - the Scottish Officer is not present, or
 - there is no BSBI representative (in addition to the Scottish Officer).
- 5.4. The Steering Group will co-ordinate the activities of the BSBI Scottish Officer. Specifically the Steering Group will:
 - 5.4.1. Help to draft and deliver a 4 year Strategy and Action Plan;
 - 5.4.2. Help to draft and agree the Scottish Officer's Annual Work Programme, based on the Strategy and Action Plan;
 - 5.4.3. Review progress on the objectives set out in the Annual Work Programme at Steering Group Meetings and ratify targets provided by the Scottish Officer for the period until the next meeting;
 - 5.4.4. Actively identify ways in which it can collectively and individually offer advice and assistance to the Project;
 - 5.4.5. Endeavour to respond positively to requests for advice and assistance from the Scottish Officer.
- 5.5. Detailed responsibilities within the Project are included within Annex B. Any proposed changes to these must be tabled at a Steering Group meeting. The Steering Group is responsible for re-assigning the task.
- 5.6. For the avoidance of doubt, the Scottish Officer's Annual Work Programme dictates his roles and responsibilities. Once agreed at the beginning of the year, any proposed changes to it must be agreed by the Steering Group.
- 5.7. The Scottish Officer's line manager will be responsible for ensuring the Health and Safety of the Scottish Officer. The Scottish Officer, for his part, will develop a Risk Assessment for his activities, and implementing its risk control measures. (He will encourage this best-practice technique to be adopted as BSBI Policy.)

6. Financial Arrangements

- 6.1. BSBI shall be responsible for the exercise of proper financial control for any work related to the project
- 6.2. The BSBI Treasurer will circulate quarterly accounts to the Steering Group. The BSBI Treasurer, Director of Development and the Scottish Officer will work together to prepare annual budget income and expenditure summaries. The Scottish Officer will be responsible for ensuring that spend is within quarterly profiled expenditure. The Steering Group will be responsible for approving annual spending profiles.
- 6.3. Any contract placed for the purposes of this project shall only be let for a period of time that lies within the terms of this Agreement.
- 6.4. Any income generated by the Project will be held by BSBI and made available to spend on projects ratified by the Steering Group.
- 6.5. If further funds are required for Scottish Officer projects or initiatives, then the Steering Group will prepare applications to potential funders.
- 6.6. The Director of Development and Scottish Officer will co-operate to make quarterly grant claims for the Project.
- 6.7. The Scottish Officer will provide Quarterly Reports to SNH who will then use them in assessing the quarterly grant claims.

7. Termination

- 7.1. While it is not envisaged that termination will occur within the term of this agreement any 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.
- 7.2. Under the terms of this Agreement the remaining Party to the agreement will not be required to take on the responsibility nor financial liability of the other party that has duly served notice of termination.

Subscribed for and on behalf of **Scottish Natural Heritage**

by _____ at _____

on _____ 2005 before the following witness

Witness _____

Name _____

Address _____

Subscribed for and on behalf of the **Botanical Society of the British Isles**

by _____ at _____

on _____ 2005 before the following witness

Witness _____

Name _____

Address _____

Annex A – SNH’s Grant-aid conditions:

- A joint SNH and BSBI Steering Group is established to draw up a detailed work programme with jointly agreed targets and milestones.
- A BSBI Scottish base is established for organising this programme of work, and a Scottish website is developed to publicise the programme.
- Progress reports are received by SNH three weeks prior to payment claims (which are due quarterly).
- Vascular plant data collated as part of the project is shared with appropriate data users, including SNH, by being placed in the public domain at a secure site such as the National Biodiversity Network

Annex B - Detailed responsibilities of individual Steering Group Members

Detailed responsibilities	Steering Group Member
Chair Steering Group Meetings	Chair
Take minutes of Steering Group Meetings, agree and circulate them not more than 1 month after meeting.	To be agreed before each meeting.
Prepare draft agenda and circulate two weeks prior	Scottish Officer
Prepare Quarterly Progress Reports and circulate to SG	Scottish Officer
Prepare draft Annual Report and circulate to SG	Scottish Officer
Incorporate any amendments to Annual Report and forward to SNH by end of Year	Scottish Officer
Make Quarterly SNH grant claim	Line Manager & Scottish Officer
Process Quarterly grant claim on behalf of SNH	SNH Representatives
Offer day to day support and advice to Scottish Officer	Chair
Submit regular Expense Claims	Scottish Officer
Authorise Expense Claims	Line Manager
Pay Expense Claims	Treasurer
Prepare Quarterly Budget Income & Expenditure statements	Treasurer
Use individual expertise, knowledge and contacts to help with specific Annual Work Programme tasks.	Everyone

Annex C – Current Membership of Steering Group

Member	Position within BSBI or SNH (and position on Steering Group)
Michael Braithwaite	BSBI Treasurer & Scottish Vice-county recorder (Treasurer)
Gabriel Hemery	BSBI Director of Development (Line Manager)
Jim McIntosh	BSBI Scottish Officer & Scottish Vice-county recorder
Richard Pankhurst	BSBI Scottish Committee Chair & Scottish Vice-county recorder (Chair)
David Pearman	BSBI Honorary General Secretary & Project Officer (Botanical Line Manager)
Ro Scott	SNH Species Partnership Officer
Claire Seymour	SNH Schemes & Societies Officer
Chris Sydes	SNH Head of Species Group

Correct as at 11 April 2006. The membership may change from time to time (see 5.2).