

**SERVICE LEVEL AGREEMENT  
BETWEEN  
RECORD and *AN OTHER ORGANISATION***



**01 JANUARY 2002 - 31 DECEMBER 2006**

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**Service Level Agreement - Between:**  
**rECOrd – The Biodiversity Information System for Cheshire, Halton, Warrington and Wirral**  
**and AN Other Organisation**  
**30 January 2002 to 1 September 2006**

**Part A: BACKGROUND TO THE SERVICE LEVEL AGREEMENT:**

**1. INTRODUCTION:**

- 1.1 This SLA outlines the agreement between the *Other Organisation* and **rECOrd**, describing the commitments on both sides of the agreement and defining the critical success factors by which the SLA for the described service provision by **rECOrd** will be measured and by which services will be shown to have been delivered.
- 1.2 In summary, **rECOrd** will undertake to digitise paper information on the *Other Organisation's* behalf, will prioritise its data collection and sourcing to specific species as outlined in national BAP lists, Schedule-5 of the Wildlife & Countryside Act and whose status is noted as being Red Data Book, and will undertake specified amounts of time on enquiry/case work for *AN Other Organisation*. It is acknowledged that the business capability of **rECOrd** is developing and this shall be taken into account in agreeing the levels of service expected over the period covered by this SLA.

**2. DEFINITIONS:**

In this Service Level Agreement (SLA) the following words shall mean:

- 2.1 **Authorised Officer:** The Director, for the *Other Organisation*, who will act as the Funder's representative for the purposes of the Agreement and who shall represent the *Other Organisation*.
- 2.2 **Client:** The person, persons, organisation or organisations who will receive the services.
- 2.3 **Commencement Date:** The start date of the Agreement.
- 2.4 **Discrimination:** Through either direct or indirect action, giving less favourable treatment or applying an unjustified requirement because of race, gender, disability, sexual orientation, marital status, HIV status, irrelevant convictions, ethnic origin or religious belief.
- 2.5 **Funder:** The organisation providing the monies to pay for the delivery of services as outlined within the SLA. In this instance the *Other Organisation*.
- 2.6 **Funding Criteria:** The criteria outlined within the SLA which describes the conditions by which the funding will be applied and how the service provision can influence the release of the agreed and possible further funding.
- 2.7 **Governing Body:** The management or equivalent of the Service Provider hereafter known as the Provider. In the case of this Agreement this will be Mr SJ McWilliam (**rECOrd** Manager) but could incorporate **rECOrd's** Directors should there be any conflict issues.
- 2.8 **Grant:** The amount payable by the Funder (*AN Other Organisation*) to the Provider for the provision of the agreed Services.
- 2.9 **Link Officer:** The Provider's nominated officer who will be the main point of contact between the Funder (*AN Other Organisation*) and the Provider (**rECOrd**) – S.J. McWilliam.
- 2.10 **Provider:** The Provider of the agreed services; also known as the Service Provider. In this context '**rECOrd**'.

- 2.11 Services: The Services to be provided by the Provider in accordance with this SLA Agreement.
- 2.12 Service Provider: Same as 'Provider' – see above.
- 2.13 Staff: All personnel used by the Provider in the provision of the Agreed Services, including, but not limited to, the Provider's employees, volunteers and associated individuals and organisations.
- 2.14 Term: The Agreed time-frame for the duration of the Agreement. In this case from the Commencement Date to the Completion Date of the Agreement. The Completion Date may be a re-initialisation date for re-drawing the Agreement for the next time-period.
- 2.15 Reference in this Agreement to any Order, Regulation, Statute, Statutory Instrument or the like shall be deemed to include a reference to any amendment, re-enactment or replacement of it.
- 2.16 The masculine includes the feminine and vice-versa; the singular includes the plural and vice-versa.
- 2.17 Clause headings are included for ease of reference only and shall not affect the interpretation or construction of the Agreement.

### **3. FUNDING CRITERIA:**

- 3.1 The Provider undertakes to comply with the Funding Criteria outlined in this Service Level Agreement and in particular acknowledges that the Funder expects special consideration to be given by the Provider, throughout the term of the Agreement, to its meeting the following Funding Criteria:
- 3.1.1 Examining to what extent the Services are already being provided and demonstrating added value and additionality to the Services thus avoiding duplication.
- 3.1.2 Providing a Service that corresponds to, is compatible with, and enhances relevant Funder strategies.

### **4. FUNDING SUPPORT:**

- 4.1 In consideration of the sum of £5,000 per annum (£25,000 in total over the five year agreement) the Provider will provide the Services in accordance with the Service Specification and Conditions set out in Part B and Part C of this Service Level Agreement.
- 4.2 Payments will be made, in arrears (i.e. a post payment, following a service delivery period), by the Funder to the Provider in accordance with the following payment schedule, unless the total package is changed in terms of funding during an annual review, following the receipt by the Funder of a written claim/invoice identifying the service provided since the previous claim (where appropriate):
- 4.2.1 16.67% (£2,500) no later than 30<sup>th</sup> June 2002;
- 4.2.2 16.67% (£2,500) no later than 31<sup>st</sup> December 2002;
- 4.2.3 16.67% (£2,500) no later than 30<sup>th</sup> June 2003;
- 4.2.4 16.67% (£2,500) no later than 31<sup>st</sup> December 2003;
- 4.2.5 16.67% (£2,500) no later than 30<sup>th</sup> June 2004;
- 4.2.6 16.67% (£2,500) no later than 31<sup>st</sup> December 2004;
- 4.2.7 16.67% (£2,500) no later than 30<sup>th</sup> June 2005;
- 4.2.8 16.67% (£2,500) no later than 31<sup>st</sup> December 2005;
- 4.2.9 16.67% (£2,500) no later than 30<sup>th</sup> June 2006;
- 4.2.10 16.67% (£2,500) not later than 31<sup>st</sup> December 2006.
- 4.4 The Funder shall have the option to terminate funding, following negotiation, should the Provider:
- 4.4.1 Fail to comply with the requirements of the Service Specification or breach any of the conditions;
- 4.4.2 Fail to remedy a default to the Funder's Satisfaction within a reasonable period of time following service of a default notice;
- 4.4.3 Enter into receivership or become insolvent.

## **5. EXIT STRATEGY AND SUSTAINABILITY:**

- 5.1 The Provider accepts that the Funder is unable to guarantee future funding beyond the time period specified within this Service Level Agreement and may be unable to guarantee continuation of funding within the SLA time frame due to changing budgetary considerations. Such changes could cause a reduction in funding potential at any time.
- 5.2 Such a reduction in, or loss of, funding based upon the Service Level Agreement will be deemed a default situation against the Provider and Service Provision will immediately return to standardised costings for each service delivery with no return of monies currently transferred.

## **6. VALUE and MONITORING:**

- 6.1 The Funder should make arrangement to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness
- 6.2 To achieve the above the Provider will meet with the Funder annually to discuss the Service Provision and to engage in negotiation on minor improvements and/or changes which can be applied to the Service Provision within the overall context of the 5 year Agreement. This negotiation period can take account of shortfalls in service and their resolvment over the next single year period of the Agreement. They cannot incorporate reductions in the overall agreement funding unless applicable to penalty clauses but can take into account negotiation with respect to charging increases due to inflationary pressures. The SLA will be reviewed annually in October each year with a view to fine tuning the service requirement, and fully reviewed in the November of the fifth year with a view to a new five year SLA for the following period. The annual review will allow for an increase of requirement and thus payment but not for a decrease which can only be negotiated at the beginning of a new SLA. The review period also allows the client to check on the critical success factors which include the meeting of pre-set targets and quality of delivery.
- 6.3 A Final Agreement meeting will be conducted at the end of the 5 year Agreement period to assess the overall Service Provision during the complete term and to assess any potential changes of Agreement prior to entering a further 5 year Agreement Period. This may be the November review meeting noted in 6.2 above.

## **7. ACCOUNTABILITY:**

- 7.1 The Service Provider will be accountable to its own organisational Directors and shall be obliged to attend meetings of the same to answer questions relating to service provision and account for funding received and used.
- 7.2 The Provider may be required to attend any relevant Funder's Performance Review in order to answer questions relating to service provision and to account for funding received. Any such meeting should not be held more than twice in any calendar year.

## **8. PROVIDER INPUTS:**

- 8.1 At each annual review of the service provision the Provider should produce the Funder with a financial breakdown indicating how the Agreement funds have been allocated/spent on a percentage basis in relation to the assigned services agreed within the Agreement.
- 8.2 Where monies from the Agreement funds have been spent on underpinning services, other than those outlined within the Agreement, then these should be shown within the financial breakdown specified in 8.1 above, as percentages of the total annual funding, in relation to the following:
  - 8.2.1 Management
  - 8.2.2 Administration
  - 8.2.3 Full-time or part-time paid staff
  - 8.2.4 Volunteer expenses
  - 8.2.5 Other

## 9. DATA OWNERSHIP and COPYRIGHT:

- 9.1 **rECOrd** operates on the basis that biological, biodiversity and geodiversity data are owned by the original recorders who also hold the copyright and intellectual property rights to the recorded information. The only instances in which will not be the case are where the data has been collected as part of a paid contract, in which case the contractee owns the information, or where the copyright has been assigned by the owner to another individual or organisation. This latter instance would normally only happen in cases where the data is passed to another in perpetuity.
- 9.2 **rECOrd** will undertake to make attempts to find and contact all recorders/data-suppliers who have passed information to *AN Other Organisation* in order to obtain licensing agreements from each individual / organisation to the effect that **rECOrd** is allowed to use the data but that the ownership and copyright remains with the original recorder. Where this is impossible to achieve, for whatever reason, **rECOrd** will assume that the data may be used as it was passed to the *Other Organisation* on the basis that it would be used to aid conservation and wildlife within the County. The above strictures should apply to all data entering **rECOrd** whether this is species, habitat, geological, or personal.

## Part B: SERVICE SPECIFICATION:

### 1. OUTPUTS and OUTCOMES:

- 1.1 The Provider will computerise/digitise *AN Other Organisation's* paper based biological records data arising from whatever source (e.g. SBI recorders, general public, consultant ecologists, etc.).
- 1.2 The Provider will prioritise digitisation of protected species and BAP species data.
- 1.3 The Provider will work towards the production of sustainability indicators based upon species for the Cheshire region.
- 1.4 The Provider will work towards the development of SSSI boundary files – these to be as a string of O.S. Grid Reference co-ordinates. Resolution to depend upon the software choice. It may be that **rECOrd** will look for further financial assistance for this task to enable it to produce, and work with, boundaries more closely aligned with the *AN Other Organisation's* proposed and current software strategies (e.g. MapInfo GIS).
- 1.5 The Provider will undertake to service data and information enquiries which in the past have been dealt with by the Funder. These will be limited by time and number to fit into the Agreement – see Service Outline below.
- 1.6 The Provider will undertake a certain specified numbers of hours work to be used as required for enquiries from the Funder themselves.
- 1.7 The Provider will undertake to manage data accruing from *AN Other Organisation's* files and will both allow and enable that data to be used within the Local Biodiversity Action Plan (LBAP) / Countdown processes.
- 1.8 The Provider will endeavour to work to National Biodiversity Network (NBN) data standards and to become an accredited NBN node.

### 2. SERVICE OUTLINE:

The standard **rECOrd** charge rate for commercial enquiries based upon an hourly rate is as follows:

- £100 for the first hour or part hour undertaken for the enquiry;
- £50 for each subsequent hour or part of an hour spent on the enquiry.
- £250 for 4 hours or above within the one day (i.e. a day rate)
- SLA Based Enquiries:
  - With post-payment (after each period of service provision) - £225 per day \*
  - With pre-payment (prior to each period of service provision) - £220 per day

- Grant Aid Discount:
  - For organisations or individuals providing grant aid of any sort to **rECOrd** (especially for the establishment phase) for each £1,000 of grant aid supplied the day rate will be further reduced by £2.50 for 3 years during the term of the initial SLA.

As at the time of the negotiation for this SLA, work, including enquiries which take up a complete day, or for work which is costed on a full commercial day rate, the charge for a complete days work is: £250 – which equates to a cost of £35.71 per hour.

The *Other Organisation* is a partner within the **rECOrd** project and is also the Funder of this Service Level Agreement; both of which result in a reduction/discount in the standard day rate. The partnership reduces the cost of the day rate, for the first 3 years of the initial Service Level Agreement, by £2.50 per £1,000 gifted/invested for the establishment phase; this reducing the day rate cost for this Agreement by £12.50 per day as *AN Other Organisation* invested £5,000.

The development of an SLA with post-payment on a twice yearly basis also gives a total of £25.00 off the usual, standard, commercial day rate (see \* above). These combined, for *AN Other Organisation*, give a resulting day rate of £212.50 per day (£250.00 - £37.50) for the first 3 year period and £225.00 per day for succeeding years. This is used to calculate available time resulting from the SLA agreed total payment of £5,000 per annum. This equates to a total of 23.5 days effort per annum for the first 3 years of the SLA and 22.25 days effort for the last 2 years of the SLA and for succeeding SLAs at the same amount per annum, these figures being subject to inflationary changes and negotiation.

The days effort per annum figure is broken down in the service outline below:

- 2.1 Computerisation/digitisation *AN Other Organisation's* paper based biological records data:
  - 2.1.1 Under the Agreement, a total of **3.0** days will be allocated by the Provider to the digitisation of paper records from the *Other Organisation's* files.
  - 2.1.2 Usage of distributed keying effort and/or volunteer keying effort will be counted against the **3.0** days allocation within the Service Level Agreement.
  - 2.1.3 **rECOrd** will undertake to ensure that distributed and/or volunteer data keyers abide by the rules laid down in its Security and Data Confidentiality Policies regarding protected and/or scarce species.
- 2.2 Prioritisation of the digitisation of protected species data:
  - 2.2.1 Priority will be given to data entry of protected species (e.g. Schedule-5, Red Data Book and BAP species) where this does not conflict with the ability to enter the data quickly and/or smoothly. Data within *AN Other Organisation's* offices which is known to contain protected species information will be targeted but all of the data within any file containing such data will be entered during the one keying session (i.e. single species data will not be extracted from lists due to potential management problems and the overall slowing down of data entry).
  - 2.2.2 No more than 50% of the available data keying time will be prioritised as protected species data keying time.
- 2.3 Work will be undertaken, following prior liaison with *AN Other Organisation's* staff, towards the production of sustainability indicators based upon species for the Cheshire region:
  - 2.3.1 An outline describing the understanding of species relevance in terms of sustainability targets for the Cheshire region will be produced – time period **0.75** days.
  - 2.3.2 Investigation work will be undertaken into potential species which can act as indicators of sustainability within the Cheshire region – time period **1.0** days.
- 2.4 **rECOrd** will undertake to service data and information enquiries which in the past have been dealt with by *AN Other Organisation*:
  - 2.4.1 **rECOrd** undertakes to spend **4.0** working days per annum working to answer enquiries which prior to the agreement would have been actioned by *AN Other Organisation*. In dealing with enquiries on *AN Other Organisation's* behalf, **rECOrd** will follow any existing and laid down Code of Conduct imposed by *AN Other Organisation*, so long as this does not conflict with **rECOrd's** current policies.

A record of enquiries will be kept that includes: the name of the enquirer, the date of the enquiry and the dates of subsequent responses.

- 2.4.2 The above figures equate to **14** enquiries per annum (in total), assuming an average of 2 hours work/effort by **rECOrd** staff per enquiry.
- 2.4.3 Should **rECOrd** service more than **14** enquiries via *AN Other Organisation* per annum then negotiation for top-up monies would be entered into as soon as is feasible.
- 2.4.4 Monies accruing from any enquiries passed on via *AN Other Organisation*, whether within the initial **23.5** days for the first 3 years or the **22.25** days for by the remaining 2 years, covered by this Service Level Agreement, or those outside the Agreement and covered by any top-up agreement will pass to **rECOrd**. A record of income generated in this way will be presented to *AN Other Organisation* at the annual review meeting.
- 2.5 **rECOrd** will undertake a certain specified numbers of hours work to be used as required for enquiries from *AN Other Organisation* themselves or to be used as agreed between the two parties:
- 2.5.1 **rECOrd** will undertake to deliver up to **28.0** hours (**4.0** days), of support per annum for enquiries generated by *AN Other Organisation*.
- 2.5.2 *AN Other Organisation* enquiries beyond the **28.0** hours per annum limit (see 2.5.1 above) will be charged at the normal **rECOrd** rate or will be negotiated within the top-up funding as mentioned in 2.4.3 and 2.4.4 above, or as a renegotiation/re-setting of the Funder's commitment for that particular year.
- 2.6 **rECOrd** will enable *AN Other Organisation's* data to be used within the Local Biodiversity Action Plan (LBAP) / Countdown processes and beyond:
- 2.6.1 **rECOrd** will make *AN Other Organisation's* data on LBAP species available, without charge, to BAP Action Groups and others involved within the LBAP processes. Time not herewith charged as unquantifiable. Further negotiation on this aspect should be undertaken at the annual review periods.
- 2.7 **rECOrd** will undertake to use the digitised *AN Other Organisation* data to raise the awareness of biological recording within the community; to raise the understanding of wildlife and habitats within the community; to assist education and educational projects; to underpin researchers and naturalists in understanding the biology of species and habitats within the Cheshire region; and to strengthen the decision making processes of all users of biological data within the Cheshire region including planners and developers.
- 2.8 Support of recorders within the funding organisation's area and development of new recorders to improve the biodiversity data situation for the specific funder - **0.25** days per annum.
- 2.9 Site/survey reports/species-lists to support the development of management plans for SSSIs, SBIs and SINCs - **4.0** days per annum for the first 3 years and **2.75** days for the remaining 2 year period of the SLA.
- 2.10 Maintain an accurate, validated and up to date database, using standard software, of the species to be found in the funding organisation's area. **rECOrd** has the expertise, or access to those with the expertise, to enable validation of the data to take place.
- 2.11 Maintain accurate and up to date lists of sites within the funding organisation's area and work towards producing accurate site descriptions for those sites.
- 2.12 Assist the funding organisation to transfer their Recorder 3 data to Recorder 2000 - **1.0** days.
- 2.13 Develop a standard, structured sites file for use by the funding organisation within their own copy of Recorder-2000 (and their GIS), and for distribution to recorders to simplify recording, data capture, understanding of the site structure within the funder's area, and to ease data sharing and pro-active usage - **1.0** days per annum.
- 2.14 Maintain an accurate and up to date list of all biodiversity/biological recorders within the funding organisation's area and to identify the experts in specific taxonomic areas within the local area - **0.25** days per annum.

- 2.15 Support local recording groups, individual recorders and the general public in recording their local wildlife and environment as a part of the developing funding organisation's corporate strategies and to link into the relevant Local Authority Community Strategy approach.
- 2.16 Provide Recorder-2000 technical support (and possibly training) - **2.75** days per annum.
- 2.17 Provide data, on request, to support the decision making processes within the funding organisation with regard to actual and potential Planning Applications - **0.25** days per annum.
- 2.18 Maintain an accurate and up to date (though developing) list of landowners within the funding organisation's area - **0.25** days per annum.
- 2.19 Work with local area schools and disadvantaged people's groups (e.g. disability groups) for specific time periods quoted within the agreement, on biodiversity issues and on generating school/group/community based surveys (e.g. school grounds butterfly surveys, etc.) - **0.5** days per annum.
- 2.20 Raise awareness of the funding organisation with recorders, naturalists, recording groups, other environmental organisations, consultancies, the general public and community groups via the advertisement of the partnership/relationship on the **rECOrd** web-site (<http://www.rECOrd-lrc.co.uk>) - this to allow usage of the funder's organisational logo on the site with an active link back to the funder's web-site.
- 2.21 Advertise the partnership/relationship between **rECOrd** and the funding organisation via the North West Recorder User Group Newsletter (both paper and electronic).
- 2.22 Advertise the partnership/relationship between **rECOrd** and the funding organisation via the **rECOrd** Newsletter (both paper and electronic).
- 2.23 Advertise the partnership/relationship between **rECOrd** and the funding organisation via the **rECOrd** electronic discussion group (eGroup).
- 2.24 Advertise the partnership/relationship between **rECOrd** and the funding organisation via the inclusion of the funding organisations logo and/or name/abbreviation on all paper communications.
- 2.25 Support for the organisation's copy of Recorder-2000 to ensure it is functioning correctly, that problems are sorted out and that it is kept up to date in terms of updates, ad-ins and documentation - **0.25** days per annum.
- 2.26 **rECOrd** will provide an off-site, back-up, holding facility for the organisation's data and thereby a security copy of all the information passed to it. The Funder to supply regular copies of their database on CD for back-up storage in a fire-proof safe.
- 2.27 **rECOrd** can provide a hot-line via either telephone or e-mail to give advice on species sightings with regard to status in the Cheshire region or distribution etc. to either organisation staff or to the general public on the organisation's behalf - **0.25** days per annum.
- 2.28 **rECOrd** can offer membership of the Recorder-2000 User Group to enable assistance with the software.
- 2.29 **rECOrd** can offer membership of the GIS User Group.
- 2.30 **rECOrd** can put an organisation's species information into context for the Parish, Borough and for the County.
- 2.31 **N.B.:** Should **rECOrd** be commissioned to undertake the maintenance and/or development of *AN Other Organisation's* web-site at: <http://????????????> the work involved will not be classed as a part of this Service Level Agreement but should constitute a separate agreement between *AN Other Organisation* and **rECOrd**.
- 2.32 **N.B.:** This agreement does not cover the commercial arm of *AN Other Organisation* which must either be subject to a separate Service Level Agreement or must purchase data as required to service their own needs at **rECOrd's** normal commercial rates. Work undertaken for ?????? will not be classed as a part of this SLA.

### 3. LEVELS of PROVISION:

- 3.1 The Provider shall provide a Service which corresponds to the outputs in Part B: 1.1 to 1.7 and 2.1 to 2.7 above.

### 4. AREA of PROVISION:

- 4.1 The area of Service provision is a complex issue. The agreed boundaries are influenced by the current political boundaries used for service provision by *AN Other Organisation* within the context of Cheshire. These include the following areas:

- Cheshire County (Modern) – including the boundaries of Chester City Council, Vale Royal Borough Council, Ellesmere Port & Neston Borough Council, Crewe & Nantwich Borough Council, Congleton Borough Council, Macclesfield Borough Council.
- Halton Borough Council (Unitary Authority).
- Warrington Borough Council (Unitary Authority).
- Wirral Metropolitan Borough Council.
- Stockport Metropolitan Borough Council.
- and areas of Trafford, Tameside, Manchester and High Peak as covered by the combined boundaries of both Modern Cheshire and the old Vice-County-58 (Cheshire).

### 5. SERVICE AVAILABILITY:

- 5.1 The Provider undertakes to make its Services, as outlined within this Agreement, available between the hours of 9:00am to 5:00pm, Monday to Friday, on all days in the year except Bank Holidays, any other National Holidays and the period between Xmas and New Year, and also excepting breaks in service caused by disasters and/or acts of God (e.g. flood, fire, hurricane, etc.).
- 5.2 Where possible, electronic communication capabilities will be used to speed up the delivery of outputs associated with the service (e.g. electronic versions of maps, reports, lists, etc.).

### 6. QUALITY STANDARDS:

- 6.1 The Provider will provide the agreed service to the standards laid down within this agreement; these include:
- 6.1.1 Specific number of days attributed to the digitisation of data from *AN Other Organisation* office. The days will be logged and can be viewed by the Funder.
- 6.1.2 Specific numbers of days attributable to enquiry servicing from enquirers re-directed by *AN Other Organisation* to **rECOrd**. The days will be logged and can be viewed by the Funder.
- 6.1.3 Specific number of days attributable to *AN Other Organisation's* enquiries. The days will be logged and can be viewed by the Funder.
- 6.1.4 Specific number of days attributable to the investigation of Species which could be rated within the Cheshire region as Sustainability Indicators. The days will be logged and can be viewed by the Funder.
- 6.1.5 Specific numbers of days attributable to hot-line, via either telephone or e-mail, advice on species sightings with regard to status in the Cheshire region or distribution etc. to either organisation staff or to the general public on the organisation's behalf. The days will be logged and can be viewed by the Funder.
- 6.1.6 Specific numbers of days attributable to support for the funding organisation's copy of Recorder-2000 to ensure it is functioning correctly, that problems are sorted out and that it is kept up to date in terms of updates, ad-ins and documentation. The days will be logged and can be viewed by the Funder.

- 6.1.7 Specific numbers of days attributable to working with local area schools on biodiversity issues and on generating school based surveys (e.g. school grounds butterfly surveys, etc.). The days will be logged and can be viewed by the Funder.
- 6.1.8 Specific numbers of days attributable to the maintenance and development of an accurate and up to date (though evolving) list of landowners within the funding organisation's area. The days will be logged and can be viewed by the Funder.
- 6.1.9 Specific numbers of days attributable to the provision of data, on request, to support the decision making processes within the funding organisation with regard to actual and potential Planning Applications. The days will be logged and can be viewed by the Funder.
- 6.1.10 Specific numbers of days attributable to the provision of Recorder-2000 technical support (and possibly training). The days will be logged and can be viewed by the Funder.
- 6.1.11 Specific numbers of days attributable to the development and maintenance of an accurate and up to date list of all biodiversity/biological recorders within the funding organisation's area and to identify the experts in specific taxonomic areas within the local area. The days will be logged and can be viewed by the Funder.
- 6.1.12 Specific numbers of days attributable to the delivery of site/survey reports to support the development of management plans for SSSIs, SBIs and SINCS. The days will be logged and can be viewed by the Funder.
- 6.1.13 Specific numbers of days attributable to the development of a standard, structured sites file for use by the funding organisation within their own copy of Recorder-2000 (and their GIS), and for distribution to recorders to simplify recording, data capture, understanding of the site structure within the funder's area, and to ease data sharing and pro-active usage. The days will be logged and can be viewed by the Funder.
- 6.1.14 Specific numbers of days attributable to assisting the funding organisation to transfer their Recorder 3 data to Recorder 2000. The days will be logged and can be viewed by the Funder.
- 6.1.15 Specific numbers of days attributable to the support of recorders within the funding organisation's area and development of new recorders to improve the biodiversity data situation for the specific funder. The days will be logged and can be viewed by the Funder.
- 6.2 Specific report, list, mapping and presentation structures, formats and standards will **not** be a part of this service level agreement but will be agreed outside of the formal agreement and will be based upon standard outputs developed within and by **rECOrd**.
- 6.3 **rECOrd** will work towards participation in the National Biodiversity Network (NBN) and will adhere to NBN data standards and access principles. It will aim to become an accredited node of the NBN as soon as is reasonably possible.

## **PART C: CONDITIONS:**

### **1. SERVICE PROVISION:**

#### 1.1 The Provider shall:

- 1.1.1 Provide the agreed Services during the Term to the standard required by the Funder as agreed within this Specification, and agrees not to use the Agreement monies for any other purpose than the agreed Services and any supporting or underpinning actions.
- 1.1.2 Take all reasonable steps to make sure that no-one is denied access to the Services or receives a poorer service because of discrimination.

- 1.1.3 Acknowledge *AN Other Organisation* on all letter footers and compliment slips, on the **rECOrd** website and in any literature and publicity.
- 1.1.4 Not use the Agreement monies to support any political party or engage in publicity which could reasonably be regarded as designed to affect support for a political party.

## 2. SERVICE QUALITY MANAGEMENT:

- 2.1 The Provider will use its best endeavours to secure continuing improvements to the Services provided to the Funder. To this end the Provider will institute and maintain a system of management which:
  - 2.1.1 Includes regular liaison between the Authorised Officer (*AN Other Organisation*) and the Link Officer (**rECOrd**) and co-operation with the Funder's monitoring and evaluation processes.
  - 2.1.2 Keep records (in a format agreed with the Funder) of the nature, quantity, and quality of the work carried out in providing the Agreed Services and of complaints received from any users of the digitised data, from the enquiries handled on *AN Other Organisation's* behalf by **rECOrd**, and from the enquiries posed by *AN Other Organisation* itself. These records will be made available for inspection by the Funder at reasonable times and following reasonable notice, whether during or within 3 years after the Term of the Agreement.

## 3. MANAGEMENT CONSTITUTION AND GOVERNING BODY:

- 3.1 The Provider shall produce to the Funder a copy of its Business Plan and details of its governing body, management structure, and the legislative format of the Company.
- 3.2 The Funder shall be notified, in writing, of any changes made to the Provider's management structure or to the Company's legislative format.
- 3.3 The Provider must conduct its affairs in a manner which guards against conflict of interest and must ensure that its governing body, management committee, members and staff do not use their position or influence within the organisation to gain undue advantage for themselves or for others.

## 4. CONFIDENTIALITY AND PROVISION OF INFORMATION:

- 4.1 The Provider undertakes that unless otherwise specified by *AN Other Organisation* all digitised data will be treated under the normal 'Data Confidentiality' and "Data Access Terms and Conditions" Policies laid down and published by **rECOrd**.
- 4.2 Data specified as Confidential by *AN Other Organisation* will be treated as such and will also be subject to **rECOrd's** Data Confidentiality Policy. Should such data be deemed non-confidential in the future then it will be made available to all under the normal access conditions. However, *AN Other Organisation* should be aware that the more data is designated as confidential the less it can be openly used. Very wide ranging designations may make the whole data set unusable on a day to day working basis.
- 4.3 Non-confidential data from *AN Other Organisation's* data files will be promulgated from the **rECOrd** database to as wide a use as possible commensurate with the protection of the species and the habitats involved.
- 4.4 The Provider will ensure that all data provided by *AN Other Organisation*, in paper or electronic format, will be kept safe at all times; that the paper documents shall be returned to *AN Other Organisation*; that regular back-ups of the database at **rECOrd** will be taken to CD; that copies of the database will be regularly archived off-site; and that paper copies of the data will be archived, following the setting of an agreement, at Liverpool Museum.

## 5. EQUAL OPPORTUNITIES:

- 5.1 The Provider will be expected to comply with all relevant statutory obligations and to perform the agreed services in a manner which is consistent with these same obligations.

## 6. COMPLAINTS PROCEDURE:

- 6.1 The Provider must have in place an adequate complaints policy/procured, including written procedures, to inform the Funder on how to make a complaint in the first instance, and failing a satisfactory resolution, how to move into escalation procedures.
- 6.2 The Provider will record all complaints received, of any nature, and received from whatever source, with regard to the Agreed Services, and these will be recorded in a register kept for that purpose. A photocopy of the register of complaints will be supplied by the Provider to *AN Other Organisation's* Authorised Officer at such times as the Authorised Officer may specify but no more than 4 times per year. Sufficient detail shall be recorded in the register to enable the Authorised Officer to ascertain:
- 6.2.1 The nature of the complaint;
  - 6.2.2 The name of the person making the complaint;
  - 6.2.3 The data and time the complaint was received;
  - 6.2.4 The action taken to remedy/satisfy the complaint and to communicate this to the complainant;
  - 6.2.5 The name of the person attending to the complaint;
  - 6.2.6 The time and date when the complaint was finalised/remedied and signed off with the complainant.

## 7. RECORDING OUTPUTS:

- 7.1 As a minimum the provider will provide monitoring outputs under the following categories:
- 7.1.1 **Task** – the task or part of task undertaken as a part of the agreement;
  - 7.1.2 **Task Description** – a description or breakdown of the task or part task undertaken as part of the agreement;
  - 7.1.3 **Date Completed** – completion date for the described task or part task;
  - 7.1.4 **Cost Estimate** – an estimate of the cost, on an hourly basis, against the total cost of the agreement.
- 7.2 The Provider must have adequate paper, or computer, recording systems in place to ensure that all statistical information provided is fully auditable. The Funder has the right to audit, or to commission an audit at their expense, of this information on request.

## 8. PERFORMANCE MONITORING REPORTS:

- 8.1 The Authorised Officer (*AN Other Organisation*), or a representative specified by the Authorised Officer, shall at *AN Other Organisation's* discretion, conduct performance monitoring review meetings with the Provider twice per year – dates to be agreed between the two parties involved. These visits will be minuted and may include structured discussions with the management committee (Manager and Directors), staff and users, observation of service delivery, examination of service monitoring records, documents and/or reports *AN Other Organisation* may monitor performance standards where **rECOrd** deals with enquiries on *AN Other Organisation's* behalf, but will advise **rECOrd** of the monitoring techniques to be employed.

## 9. HEALTH AND SAFETY:

- 9.1 For the purposes of this Agreement no extra/additional Health and Safety issues are to be taken into account and the normal Provider's H&S Policies and Procedures will be taken to cover these issues during delivery of the Agreement.

9.2 **rECOrd** will be responsible for the Health and Safety arrangements for all **rECOrd** staff and volunteers and will carry out appropriate risk assessments.

9.3 Visitors to **rECOrd**'s premises from the Funder's organisation will be expected to comply with the **rECOrd** H&S Policy and Procedures and will be covered by **rECOrd**'s Public Liability Insurance.

## **10. TECHNICAL ADVICE AND ASSISTANCE:**

10.1 Should the Provider require technical advice and assistance to achieve compliance with its obligations under this Agreement the Funder may, subject to resource and time constraints, make access to its staff available to the Provider (e.g. queries on site structure, queries on recorders details, etc.).

10.2 Should the Funder determine that the Provider requires technical advice and assistance to fulfil its Service Agreement obligations the Provider will co-operate with the Funder in taking the necessary steps to acquire the relevant skills/expertise and/or introduce the required systems to secure compliance.

## **11. FINANCE AND ACCOUNTING:**

11.1 The Provider shall maintain comprehensive, accurate and up to date financial records relevant to the Agreement.

11.2 The financial position of the Provider shall be reported periodically, not less than quarterly, at Support Group Meetings, to its governing body or Management Committee, to include an income and expenditure account and a balance sheet.

11.3 The minutes of each and every Support Group meeting, and of any Finance and/or Staffing sub-committee should such be formed at any point in time, shall be forwarded to the Authorised Officer, or to the Monitoring Officer if such has been put in place by the Funder.

## **12. PAYMENT AND DEFAULT:**

12.1 The monies will be paid by the Funder solely for the purposes specified in this Agreement.

12.2 Failure by the Provider to comply with the terms of this Agreement may result in the funding being withdrawn.

12.3 The Funder shall be entitled to suspend payment of the monies and/or vary the amount, subject to negotiation with the Provider and the Providers Management, if it considers that the Provider has committed a serious breach of the Agreement and shall forthwith notify the Provider in writing accordingly.

12.4 Without prejudice to Conditions C 12.2 and 12.3 as laid down above, if the Provider fails to comply with the provisions of this Agreement the Funder may serve a default notice stating the action required to remedy the default within a specified period of time (to be specified by the Funder in Agreement with the Provider) in which to take the action. If the Provider remains in default following the expiry of the period specified the Funder may proceed to terminate the Agreement.

12.5 The Services and Grant payable may be varied if:

12.5.1 The Provider and Funder agree (and it is subject to a redrawing of the Agreement);

12.5.2 A change in the Funder's service priorities is required by either changes in legislation or other such exceptional circumstance (this again would be subject to a redrawing of the Agreement).

12.6 The Provider will Invoice the Funder for the requisite, agreed amount at least 3 weeks prior to the agreed payment deadline with a 30 day payment schedule.

12.7 Failure of payment by the Funder will be followed by a reminder invoice for a further 30 day payment schedule.

12.8 Further non-payment of invoices will result in the need for legal action

12.9 Breakdowns of communication between the agreement parties will result in the appointment of an agreed arbitration panel whose decisions on reconstructing the relationship or on solutions to the problems found will be taken as the final word on the subject by both parties. Both parties will take the arbitration decisions as final and will agree to work towards the solutions outlined in those decisions.

**13. NOTICES:**

13.1 Notices may be given by either the Funder or the Provider either personally or by recorded delivery post to any address provided for that purpose. Notices must always be in writing. A Notice given by post will be deemed to have been given on the first working day after it was posted.

13.2 E-mail is not considered a suitable medium for the delivery of notices.

**14. TERMINATION:**

14.1 This Agreement will end at the end of the specified Agreement Term, or on:

14.1.1 The dissolution of the Provider;

14.1.2 The expiry of at least 3 months notice given by the Provider to the Funder of its intention to terminate the Agreement;

14.1.3 The expiry of at least 6 months notice (unless Conditions C 12.2, C 12.3 and/or C 12.4 have been invoked) given by the Funder to the Provider of its intention to terminate the Agreement.

14.2 All terminations, other than the natural expiry at the end of the Agreement Term, should be discussed between the Management of both the Funder and the Provider with the potential for being taken to arbitration.

**15. POTENTIAL FUTURE AGREEMENT ISSUES:**

15.1 The following items are posted as indicators for further Service Level Agreements between the two organisations, or as possible extensions to this Agreement during this period, following the annual reviews of this Agreement or for future Terms of this Agreement:

15.1.1 Purchase/provision of MapInfo by the Funder for the Provider to facilitate MapInfo GIS products under a/the SLA;

15.1.2 Purchase of Training in MapInfo usage by **rECOrd** staff to facilitate MapInfo GIS products under a/the SLA;

15.1.3 The provision by the Provider of Recorder-2000 training to the Funder;

15.1.4 The provision by the Provider of DMap training to the Funder;

15.1.5 The provision by the Provider of MapMate training to the Funder;

15.1.6 Digitisation of site boundaries from aerial photographs;

15.1.7 Production of a Recorder's Handbook relevant to all Cheshire Recorders;

15.1.8 On-going support for all recorders in terms of recording, data and software usage.

15.1.9 Produce a break-down of all data holdings held by **rECOrd** in terms of taxonomic groups;

Signed by: ..... Signed by: .....

Name: ..... Name: .....

Position: ..... Position: .....

For and on Behalf of **rECOrd**.

For and on Behalf of *AN Other Organisation*.

Date: ..... Date: .....