



National Partnership Agreement

Between

The Forestry Commission (FC) and Butterfly Conservation (BC)

Start date: 1st of March 2024 End date: 28th of February 2034

The Parties

Forestry Commission

The Forestry Commission (FC) is the non-ministerial government department responsible for protecting, expanding and promoting the sustainable management of woodlands. It is intended that this Agreement licences activity on Forestry Commission land in England which is managed by Forestry England as the land management and trading arm of the Forestry Commission and is herein referred to as Forestry England.

Forestry England manage and control the nation's forests, caring for more land and trees than any other organisation in England. Forestry England shape landscapes for people, wildlife and timber and have built over 1,800 miles of walking, running and cycling trails, supply England's largest amount of sustainably-sourced timber and conserve the homes of thousands of plants and animals. Forestry England is an executive agency of the Forestry Commission.

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Butterfly Conservation

Butterfly Conservation is a British Charity devoted to saving butterflies, moths and their habitats throughout the United Kingdom. The data we gather is used by the government to indicate the health of the environment.

Butterfly Conservation have more than 40,000 members in the UK and 32 volunteerrun Branches throughout the British Isles. We employ over 100 people, including many highly qualified scientists, making us the world's largest research institute for butterflies and moths. We operate 36 nature reserves and we are leading or involved in 73 landscape-scale projects to conserve habitats.

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https://butterfly-conservation.org/

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Definitions

Agreement: this Agreement and any and all appendices, schedules and exhibits attached to it or incorporated in it by reference

Activities: Activities listed in "Agreed activities covered by this agreement".

The nation's forests: land owned by the Secretary of State for Environment Food and Rural Affairs and managed by Forestry England

Forestry England: the public facing and trading arm of the Forestry Commission

District Office: a District Office of Forestry England (See maps in Geographical Locations) **Forest District:** a Forest District of Forestry England (See maps in Geographical Locations)

Region: A region defined by Butterfly Conservation. (See maps in Geographical Locations)

Permission: a permit as such form may be amended from time to time by written agreement between the parties

PLI and ELI: Public Liability Insurance and Employee Liability Insurance required to cover the public, volunteers and staff.

Term: 10 years from 1 March 2024 to 28 February 2034

Partnership Committee: Representatives from Butterfly Conservation and Forestry England who will oversee the delivery of this partnership agreement.

Background information on the parties

Forestry England's vision is that the nation's forests provide the most valuable places for wildlife to thrive and expand in England. Forests are a mosaic of different habitats including woodlands, wetlands, scrub and open habitats. The fundamental principle for restoring biodiversity in the nation's forests is restoring fully functioning ecosystems. This means prioritising conservation action beyond managing for single species or very specific habitats, and restoring the natural processes which create a forest ecosystem.

To achieve a fully-functioning ecosystem we must pursue three core improvements set out in Forestry England's Biodiversity Plan 2022-26: Bigger Habitats; Better Habitats; More Connected Habitats.

This will be achieved through five focus areas:

- 1. Protecting wildlife: protecting species and protecting sites
- 2. Creating networks of open and dynamic habitats
- 3. Ancient woodlands and trees of special interest
- 4. Restoring species
- 5. Forest wilding

Butterfly Conservation's vision is "A world where butterflies and moths thrive and can be enjoyed by everyone, forever."

Butterfly Conservation believe butterflies and moths are a vital part of our wildlife heritage and are valuable as sensitive indicators of the health of our environment. Butterflies and moths continue to decline at an alarming rate, despite Butterfly Conservation's best efforts over the last 40 years. Our data shows they are both declining faster than most other well-documented groups of plants and animals. For many species, we know what needs to be done to halt the decline and support recoveries. In order to tackle these losses and achieve the aims of the charity, we have to dramatically increase our capacity and influence over the next few years. Our work will benefit other wildlife and the ecosystems upon which all life depends. Falling numbers are an early warning to all wildlife that cannot be ignored.

Butterfly Conservation's strategic goals are to:

- 1. Halve the number of the UK's threatened species of butterflies and moths
- 2. Improve the condition of 100 of the most important landscapes for butterflies and moths
- 3. Transform 100,000 wild spaces in the UK for people, butterflies and moths

The following initiatives are intended to address the key areas of concern within the conservation sector as a whole:

- Recover butterflies and moths
- Connect people to nature
- Unite for wildlife
- Tackle threats to species
- Manage land sustainably

Forestry England recognises that woodland provides the breeding habitat for threequarters of all English butterflies and that a significant number of moth species can also thrive in woodland if it is appropriately managed. Strong partnerships are critical for restoring biodiversity at scale. Butterfly Conservation currently works with Forestry England at a District level to reverse the decline of woodland butterflies and moths. To date work in partnership has been carried out in over 130 Forestry England sites known to be important for butterfly and moth species. Our partnership reflects shared common ground between Forestry England's Biodiversity Plan 2022-26 and Butterfly Conservation's 2021-26 Strategy. Both are underpinned by Lawton principles (Bigger, Better, More Connected Habitats) and promote Species Protection aims and targets. Both strategies are ambitious, and both our organisations need to harness partnership working if our common goals are to be achieved.

The two organisations' significant roles in habitat and biodiversity improvement and current work together would therefore benefit from a National Agreement to support and facilitate the work of local Butterfly Conservation staff and volunteers and Forestry England staff to ensure this active partnership flourishes into the future.

Partnership Committee

The Partnership Committee will oversee the delivery of this Partnership Agreement across the nation's forests. It must be equally represented by Butterfly Conservation and Forestry England senior management and officers at a national and district / regional level.

The Partnership Committee will:

- As a minimum, meet in January each year to review the agreement and make amendments with agreement between both parties in writing at any time.
- Develop and deliver on the potential for each organisation's data management systems to facilitate and update internal contact sharing to replace the "Roles and contacts" table in this agreement.
- Ensure key documents and contacts are updated and stored safely on each others data management systems and made available to staff and volunteers.
- Report Butterfly Conservation partner volunteer hours to Forestry England Head of Volunteering where volunteers have carried out agreed activities in the nation's forests.
- Provide a list of leasehold forests managed by Forestry England where separate permission for activities may need to be requested.
- Create and update a Qgis layer of priority species across the nation's forests with Natural England.
- At the request of either party facilitate the termination of the agreement

The current Partnership Committee

Forestry England - Andrew Stringer (Head of Environment & Nature Recovery)

- Victoria Tofte (National Technical Volunteer Co-ordinator)

- Jenny Stock (Central District Ecologist

Butterfly Conservation - Dave Wainwright (Head of Conservation)

- Rachel Conway (Butterfly Monitoring Officer)

- Kate Barrett (Head of Volunteering)

Purpose

This agreement sets out how Butterfly Conservation and Forestry England will work in partnership to enhance forest management and habitat for butterflies and moths in the nation's forests through:

- The National agreement acting as an umbrella permission for identified low risk activities carried out by Butterfly Conservation.
- Clarifying what activities still require a separate permission or agreement and assisting the process through making the mandatory required documents available in one place for each organisation.
- Agreeing methods of sharing of survey data
- Promoting engagement in forest plans and other strategic engagement between the two organisations as appropriate at district level and specific to woodlands with high species and habitat interest.
- Clarifying on how the above is facilitated and delivered at a Forest District level or Regional Level relating to Butterfly Conservation geographical areas.
- Agreeing which key staff roles from both organisations are responsible for the identified tasks, communications and actions.
- Agreeing a method to identify Butterfly Conservation volunteers working independently in the nation's forests under Butterfly Conservation management.

Expected Outcomes of this Partnership Agreement

To support an effective and positive working relationship between Butterfly Conservation and Forestry England through:

- Clear and efficient processes
- Ensuring both parties understand roles and responsibilities
- Operating safely with agreement on Forestry England land
- Sharing data and information to benefit forest management, biodiversity, butterflies and moths.

The values and principles upon which the agreement is based

The agreement will be jointly governed by Forestry England and Butterfly Conservation.

Forestry England retains Landowner responsibilities, overall management and direction of land management.

Butterfly Conservation will comply with and take responsibility for all relevant Health and Safety policies and procedures regarding the agreed activities to ensure tasks carried out by Butterfly Conservation volunteers and staff are completed safely and monitored.

Butterfly Conservation acknowledges that:

• it is permitted to have access to the Nation's Forests for the purpose only of carrying out the Agreed Activities and no other activity or works will be carried out on or to the Nation's Forests;

- it enters the Nation's Forests at its own risk and Forestry England does not guarantee the condition of the Nation's Forests in any way;
- the Nation's Forests are multi use environments with public access on foot at all times and neighbouring properties with access rights;
- Forestry England is entitled to exclusive control and possession of the Nation's Forests at all times;
- Nothing in this National Partnership Agreement is intended to create a letting
 of the Nation's Forests or to confer any rights on Butterfly Conservation,
 whether under common law or any enactment, greater than a bare permission
 on the terms of this National Partnership Agreement.

The Terms of the Agreement

Application fee and permission charge

This national agreement provides an umbrella permission for agreed low risk activities identified in "Agreed activities covered by this agreement" These activities are deemed as ecological or research activities which benefit the nation's forests as they support one or more of the five focus areas of Forestry England's Biodiversity Plan 2022-26 (Outlined in the section "Background") This means there will be no charge for permission granted for the "Agreed Activities" outlined in this agreement.

Activities not specified in "Agreed Activities" are beyond the scope of this agreement and would be subject to individual separate permissions or agreements to be agreed by the relevant Forest District and Butterfly Conservation representatives. In these cases an application fee and other additional permission charges issued by the Forest District may apply.

Leasehold land

This national agreement does not cover leasehold land managed by Forestry England as this may not permit public access or may require a separate permission or agreement for an activity. This should be discussed with the identified member of staff in "Roles and contact details"

People taking part in the agreed activities

Staff and volunteers taking part in activities must be employed by Butterfly Conservation or registered Butterfly Conservation volunteers giving their time freely. Activities involving the wider public or other organisations or businesses are not covered by this agreement.

Butterfly conservation must be able to identify and confirm with local Forestry England staff that volunteers taking part in the agreed activities are managed by Butterfly Conservation and covered by their insurance. Forestry England staff have to run checks on 10% of permitted activity in the forest which would include checking volunteers carrying out agreed activities in the forest by taking names and verifying them with the identified Butterfly Conservation staff in "Roles and responsibilities"

Volunteering together

Butterfly Conservation members and volunteers that choose to participate in activities managed by Forestry England will be required to register as volunteers with Forestry

England. Forestry England volunteers that choose to participate in activities managed by Butterfly Conservation will be required to register as volunteers with Butterfly Conservation. This will not be necessary if a member of staff from each organisation is present at the activity to take responsibility for their own volunteers.

Reporting volunteer hours and sharing survey data

This will be carried out by following procedures in "Agreed activities roles and responsibilities" 4a. Sharing relevant ecological data and 4b. Recording number of volunteers and volunteer hours

Existing agreements between Forestry England and Butterfly Conservation Agreements and permissions with Butterfly Conservation already in place at a local level covering the "Agreed Activities" before this national agreement was signed will be allowed to run their term unless it is mutually agreed by both parties to review the local agreement in light of the national agreement.

Restrictions or cancelation of agreed activities

It may be necessary to apply reasonable restrictions to activities in forests at certain times in order to protect a particular forest operation, flora or fauna or other interests. Wherever possible, these restrictions will be applied to specific and discrete areas rather than blanket constraints. In the event that Forestry England applies restrictions, the decision of Forestry England shall be final.

Accident Reporting

Both organisations shall use its best endeavours to ensure that each other is notified within 24 hours of the end of any event or activity of any accident, injury to participants and any third parties arising from the use of Forestry England land.

Insurance

Butterfly Conservation agrees to maintain public and employee liability insurance with a reputable insurer with a minimum cover of at least £10m in respect of any one claim throughout the Term of this National Partnership Agreement in respect of the carrying out of the Agreed Activities. Butterfly Conservation shall ensure that Forestry England is included as an 'interested party' in the insurance policy and shall produce the said insurance policy and receipt for the premium paid, on request from Forestry England, which shall be at least annually.

Butterfly Conservation must keep Forestry England indemnified to the sum of £10,000,000 against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses suffered or incurred by Forestry England arising out of or in connection with any use of the Nation's Forests or the carrying out of any Agreed Activities by Butterfly Conservation, or any act or omission of Butterfly Conversation, its staff or volunteers.

Forestry England is self-insuring and so does not hold public or employee liability insurance.

Car parking and vehicle access

Butterfly Conservation, their representatives, staff and volunteers must agree parking locations with the identified member of staff in "Roles and contact details" where agreed activities are taking place. South District do not permit parking in forest bell mouths and other districts may restrict parking due to forest operations or other management of the site.

Butterfly Conservation, their representatives, staff and volunteers are liable to car parking charges where these are levied.

When Butterfly Conservation staff and volunteers use vehicles to get to Agreed Activities within the Nation's Forests a permit will be required and it will need to ensure they have the appropriate level of car insurance cover when driving along forest roads.

Changes to the National Agreement

Through the Partnership Committee, amendments to this National Partnership Agreement can be agreed throughout the Term, subject to both partners agreement in writing and such amendments shall be signed by all parties.

Either party may request that the agreement be reviewed and amended where circumstances or officers of either party change

Termination of the National Agreement

This national agreement will terminate at the end of the Term on 1 March 2034.

Either party may terminate this National Partnership Agreement at any time by serving 30 days' notice in writing.

However, should circumstances arise where either party feels the need to terminate the agreement sooner this will be mutually agreed following discussion and debrief between the partnership committee. Any notice shall be in writing and may be serviced by registered mail.

Forestry England shall be entitled to terminate this National Partnership Agreement with immediate effect (but without prejudice to Forestry England's rights and claims hereunder) by written notice to Butterfly Conservation if:

- Butterfly Conservation is found to be acting in an unsafe or improper manner
- Butterfly Conservation makes any voluntary arrangements with its creditors or becomes subject to an administration order
- Butterfly Conservation ceases to exist as an organisation
- Butterfly Conservation or its volunteers, subcontractors or agents, or the employees
 of any of them, does or fails to do anything which brings or might reasonably be
 expected to bring into disrepute Forestry England, its officers, employees, clients,
 or suppliers. (Including but not limited to committing an act of fraud or dishonesty
 or violence whether connected with the provision of the activities)
- Butterfly Conservation alters its constitution from that which exists at the time this contract is signed.

Agreed Activities covered by this agreement

This national agreement acts as an umbrella permission for the following activities.

Supporting	Description	Timeframe
activity		
Agreed processes and sharing documents	Providing the required documents to support the agreed activities covered by this agreement, planning activities and identifying Butterfly Conservation volunteers.	Reviewed annually
Sharing of survey data	Process for sharing appropriate survey, species and habitat data agreed and followed	All year round
Engagement in forest plans.	As appropriate at district level and specific to woodlands with high species/habitat interest.	All year round
	Areas of key engagement identified for both organizations and process at District and National level established	
Activity	Description	Timeframe
Butterfly transects	Butterfly transects involve a regular survey of a set area or route. By using this method comparisons can be made year-on-year and between transects. There are 3 types of transect proposed in this agreement:	
	Standard transects: A weekly walk along a set route that is divided into separate sections. In each of these sections the number of butterflies are counted along with the climatic conditions.	26 week period between the 1 st of April and 29 th of September.
	Single species transect is as a standard transect but only one species (usually a priority species) is surveyed for the duration of its flight period.	8-16 weeks, time of year depending on the species flight period.
	Wider Countryside Butterfly Survey is a route of 2 km over a predetermined, randomly generated 1km square. The intention is that the same square will be surveyed every year for several years. Advance schedule of specific dates for each week is difficult to	Two visits carried out between July and August with an optional additional two
	provide as volunteers survey according to their availability and when conditions meet the survey criteria.	visits between May and August.
One off or short term surveys	Short term surveys focusing on an area or specific species. These could include timed counts, larval web counts or egg counts.	Any time of year
Work parties	Management and delivery of practical habitat and conservation improvements and ongoing maintenance. Work parties includes: • Habitat management • Planting • Fencing • Footpath and ride maintenance	Can be all year round but focused on Autumn / Winter

Activities covered by this agreement clarification of roles and responsibilities

Supporting Activity	How	Butterfly Conservation responsibilities	Forestry England responsibilities
1. Agreed prod	esses and sharing do	ocuments	
1a. Providing the required documents to support planned activities or applications for a permission.	All required Butterfly Conservation documents to be provided and checked annually and held on Forestry England's Connections CRM for all Forestry England staff to access. This avoids duplication of requests for the same documents from district Forestry England staff to regional Butterfly Conservation staff or volunteers.	Butterfly Conservation (BC) must provide annually the following up to date documents: • Public Liability Insurance • Employee Liability Insurance • Generic risk assessments and method statements for regular / common activities • Emergency procedures • Lone working policy • Volunteer policy • Safeguarding policy For activities not covered by this agreement, other documents regarding competency and training certificates, technical specification for more detailed work and machinery, tool and PPE maintenance checks and records may be requested as required.	Forestry England documents to be provided by the National Team annually for Butterfly Conservation to hold are: • Forestry England Site Safety Rules: e.g. Operations safety signage, Awareness that there are general public on site, what to do if public enter the working area. • Driving - speed limits and ground protection • Key contacts and out of hours contact number • Health and Safety awareness information. E.g. Adders/ ticks • Information on Forestry England Hazard and Constraints maps and site risk assessments will be provided at a district / local level as these are site specific. They will be provided locally on request or with separate permission applications for activities not covered by this agreement.
1b. Planning activities on Forestry England land	The Partnership Committee will meet annually to discuss and plan long term	For transects the Forestry England staff identified in "Roles and contact details" must be contacted before February to discuss the planned routes and identify any potential disruption. Forestry England staff can	Forestry England staff identified in "Roles and contact details" should discuss planned transect routes and advise of any potential disruption if requested by Butterfly Conservation.
	activities and ensure the documents listed	only advise about forest operations they know are going ahead. They cannot cover all events and	

	in 1a are updated and shared. Regional and district staff from Butterfly Conservation and Forestry England must meet regularly to discuss and inspect long term projects and activities and share appropriate information. This national agreement acts as an umbrella permission for "Agreed activities covered by this agreement" The work party agreement in Appendix 1 must be used for Butterfly Conservation work parties. Separate permissions or contracts must be used to manage activities in the section "Activities not covered by this agreement roles and responsibilities".	activities in the forest which may restrict access to a transect route or area. Butterfly Conservation staff and volunteers must always follow forestry safety signage and avoid routes that have been closed for operations. For work parties a meeting must be held with a regional member of Butterfly Conservation staff to agree and complete the Work Party Agreement in Appendix 1. Work parties must deliver on Forestry England objectives as well as Butterfly Conservation objectives. Work party agreements for designated sites may need to recognise legal responsibilities. The signature on the work party agreement agrees to comply with legal responsibilities stated on the work party agreement. On some sites the legal responsibility my be such that a separate permission or agreement is required.	For work parties a meeting must be held with a regional member of Butterfly Conservation staff to agree and complete the Work Party Agreement in Appendix 1. Work parties must deliver on Forestry England objectives as well as Butterfly Conservation objectives. Work party agreements for designated sites may need to recognise legal responsibilities. The signature on the work party agreement agrees to comply with legal responsibilities stated on the work party agreement. On some sites the legal responsibility my be such that a separate permission or agreement is required. Forestry England staff must seek guidance from their Estates Team in these circumstances. For activities that do require a permission Forestry England staff should initiate and follow the permission application process via Connections.
1c. Identifying Butterfly	If Butterfly Conservation volunteers are	Butterfly Conservation (BC) volunteers will be recorded via their volunteering platform Assemble.	Forestry England staff are required to check 10% of permitted activities happening in the nation's forests.

Conservation volunteers.	delivering an activity under a permission Butterfly Conservation must be able to satisfy itself and Forestry England they are registered volunteers covered by their public liability insurance. Volunteers taking part in the following activities must be genuine registered Butterfly Conservation volunteers giving their time freely.	Forestry England staff are required to check 10% of permitted activities happening in the nation's forests. The group leader or volunteers carrying out the agreed activity should be provided with a copy of this agreement to carry with them should they be checked by Forestry England staff. They must also provide their name if asked so that the member of Forestry England staff can verify them as a volunteer with the identified member of Butterfly Conservation staff in "Roles and contact details".	If checking a Butterfly Conservation agreed activity they should ask the group leader or volunteer carrying out the permitted activity to produce a copy of the permission or this agreement. They can also ask the volunteers name to verify with the identified member of Butterfly Conservation staff in "Roles and contact details"
1.d Signing the national agreement and separate permissions and agreements.	Who signs for the national agreement and the activities it covers and who signs for agreements not covered by the national agreement.	The Director of Butterfly Conservation signs the National Agreement to confirm the below requirements for the activities it covers with the support of the Butterfly Monitoring Officer. The Butterfly Conservation Head of Conservation signs off work party agreements to confirm the below. The appropriate BC regional staff sign off permission applications or agreements for activities not covered by this national agreement to confirm the below. • All volunteers and staff carrying out the activity are covered by Butterfly Conservation Public Liability Insurance and Employee Liability Insurance. • Are trained to carry out the role / activity and manage the activity competently • Equipment used and PPE are all fit for purpose, in good condition and maintained.	The Head of Environment & Nature Recovery signs the National Agreement to confirm the below requirements for activities it covers. Forestry England staff identified in "Roles and contact details" sign off work party agreements to confirm the below. The appropriate Forestry England district or beat staff sign off permission applications or agreements for activities not covered by this national agreement to confirm the below. • The appropriate agreed activities are covered by the national agreement or separate permissions or agreements have been signed to cover activities not covered by the national agreement.

Activity	How	 The risk assessment for the task is appropriate and those involved can understand it and manage the risks the activity may have on participants, members of the public, Forestry England staff, contractors working in the forest and the forest environment All other documents supplied with the permission are approved (e.g. training certificates, emergency plan, safeguarding) Comply with the conditions of the permission or agreement. 	 Butterfly Conservation supporting documents are suitable for the activity/ies being carried out. The risk assessment for the task is appropriate and those involved can understand it and manage the risks the activity may have on participants, members of the public, Forestry England staff, contractors working in the forest and the forest environment The appropriate supporting documents have been provided to Butterfly Conservation for activities covered by the national agreement and for separate permissions and agreements not covered by the national agreement.
Activity	How	Butterfly Conservation responsibilities	Forestry England responsibilities
2. Butterflies ar	nd moths surveying	and monitoring	
2a. Standard transects: A weekly walk along a set route that is divided into separate sections. In each of these sections the number of butterflies are counted along with the climatic conditions. When: 26 week period between the 1st of April and 29th of September.	This activity is covered by this national agreement so no separate permission is required if: • No equipment is fixed in place or left on site. • The route is one which the public walk along such as a waymarked footpath, regularly used	 The responsible (BC) national or regional member of staff must: Ensure the transect is being carried out by volunteers or staff covered by Butterfly Conservation's Public Liability Insurance and or Employers Liability Insurance. Provide a risk assessment and information to volunteers and staff that clarifies how the activity should be carried out safely, to obey forestry signage if the route is not accessible and what to do in an emergency. Be the contact for Forestry England to get communications to volunteers Butterfly Conservation staff and volunteers must always follow forestry safety signage and 	The responsible District or beat ecologist must: Provide information on possible interruptions from forestry operations or events along the proposed route, when asked within 3 working days by a Butterfly Conservation volunteer or member of staff. (The general district enquiry email should also be used in case of staff absence)

Ob Circula and a		and the state of t	
2b. Single species	path or forest	avoid routes that have been closed for	
transect is as a	road.	operations.	
standard transect	 Access to the 	Please check with Forestry England staff that	
but only one	transect is on	parking is permitted in gate bell mouths (not	
species (usually a	foot through	blocking the gate). In South District parking in	
priority species) is	the forest.	bell mouths is not permitted.	
surveyed for the	(If you need to	 Requests to Forestry England staff for 	
duration of its	drive through	information on possible interruptions from	
flight period.	the forest to	forestry operations or events along the	
When: 8-16 weeks,	the transect	proposed route, should be asked at least 3	
time of year	site or have	working days before the hand. (The general	
depending on the	access to gate	district enquiry email should also be used in	
species flight	keys you will	case of staff absence)	
period.	need to apply		
2c. Wider	for a separate		
Countryside	permission)		
Butterfly Survey is	 The number of 		
a route of 2 km	people carrying		
over a	out the survey		
predetermined,	involves a		
randomly	maximum of 25		
generated 1km	surveyors at		
square. The	one time.		
intention is that	It is the		
the same square	responsibility of		
will be surveyed	BC to check the		
every year for	transect route		
several years.	is accessible		
When: Two visits	and follow		
carried out	safety signage		
between July and	and abide by		
August with an	route closures.		
optional additional			
two visits between			
May and August.			
2d One off short			
term surveys			

Activity	How	Butterfly Conservation responsibilities	Forestry England responsibilities	
3. Work parties	. Work parties			
3a. Management and delivery of practical habitat and conservation improvements and ongoing maintenance. Work parties includes: - Woodland management - Planting - Fencing - Footpath and ride maintenance - Tree planting	This activity is covered by this national agreement so no separate permission is required if: • The Work Party Agreement in Appendix 1 is completed and signed. • No equipment or temporary structures are fixed in place and left on site between work parties. • Only hand tools are used • The number of people in the work party is less than 25 • Butterfly Conservation staff and volunteers must always follow forestry safety signage and avoid routes	Work parties are at the approval of Forestry England staff and may not be permitted if felt to be not suitable or manageable. A meeting must be arranged with the Forestry England staff identified in "Roles and contact details" so they can assess whether work party habitat and conservation improvements deliver on Forestry England objectives and if the proposed site has any restrictions or future forest operations planned. This should be done at least 3 months in advance. The work area, aim of the work, work to be carried out, method statement and management of the site will need to be clarified in order to complete the Work Party Agreement in Appendix 1 which must be completed and signed off by the Butterfly Conservation Head of Conservation. Work party agreements for designated sites may need to recognise legal responsibilities. The signature on the work party agreement agrees to comply with legal responsibilities stated on the work party agreement. On some sites the legal responsibility may be such that a separate permission or agreement is required. Driving on Forestry England land or holding keys to access a site isn't an activity covered by this national agreement and requires a separate permission. This is because they are responsible for Forestry England property and security (the keys) and become a higher risk to other forest users of driving a vehicle in the forest where normally the public aren't allowed to drive. Forestry England would need to check they	Work parties are at the approval of Forestry England staff and may not be permitted if felt to be not suitable or manageable. The responsible district or beat ecologist or beat forester should assess whether the habitat and conservation improvements deliver on Forestry England objectives and if the proposed site has any designation restrictions or future forest operations planned with all district teams. (Land management and operations, Recreation, Civil Engineering, Planning, Estates - via operational planning) The work area, aim of the work, work to be carried out and method statement and management of the site will need to be clarified with Butterfly Conservation in order to complete the Work Party Agreement in Appendix 1 which must be completed and signed by of by the Butterfly Conservation Head of Conservation and the District or beat ecologist. Work party agreements for designated sites may need to recognise legal responsibilities. The signature on the work party agreement agrees to comply with legal responsibilities stated on the work party agreement. On some sites the legal responsibility may be such that a separate permission or agreement is required. Forestry England staff must seek guidance from their Estates Team in these circumstances. Driving on Forestry England land or holding keys to access a site isn't an activity covered by this	

	that have been closed for operations.	have appropriate insurance cover, and we can identify that their car should be in the forest obeying speed restrictions and only driving where they should be driving and parking. You would need to deal directly with the ecologist or beat forester you are working with. They may be able to come to an arrangement where they open gates for	national agreement and requires a separate permission with agreed routes and parking area. Forestry England staff may be able to come to an arrangement with your BC work party where you open gates for them, lone you the keys for the day and escort your group onto site. This would be up to the member of staff planning the activity with the
		you and lone you the keys for the day and escort your group onto site. This would be up to the member of staff to decide the best way forward depending on where you are working.	work party to decide the best way forward depending on where the work is taking place.
Supporting	How	Butterfly Conservation responsibilities	Forestry England responsibilities
Activity			
4. Sharing of su	rvey and relevant d	ata	
4a. Sharing relevant ecological data	Process for sharing appropriate survey, species and habitat data agreed and followed. Data should normally be updated by the end of the Calendar year.	Data collected from the nation's forests should be shared so that it can inform forest management and planning. Butterfly Conservation should use FE data publicly available at Forestry Commission Open data. https://data-forestry.opendata.arcgis.com/ but may request shape files from Forestry England's GIS data system directly where appropriate and if Forestry England can comply. Forestry England can share relevant GIS data with Butterfly Conservation at an obfuscation level comparable with the local data centre, together with	staff within the conservation and heritage modules of forester web. Data collected from the nation's forests should be shared so that it can inform butterfly conservation strategy. Forestry England should access transect data recorded in the UKBMS system https://ukbms.org/ but may request shapefiles from Butterfly Conservation's GIS system so they can upload them into Forester Web and if Butterfly Conservation can
		an appropriate data licence and compliance with General Data Protection Regulations (GDPR). Forestry England data shared with Butterfly Conservation may be shared with other parties on request unless under the "public interest test" the data may be withheld.	When accessing https://ukbms.org/ , to reduce admin, Forestry England District ecologists must set up a district account with the UKBMS for all approved district staff to use. The username for each district must be 'FE' followed by the district e.g. FE East England. The district ecologist's name and email address will be

Supporting Activity	How	Butterfly Conservation responsibilities	Forestry England responsibilities
4b. Recording number of volunteers and volunteer hours	Forestry England gather data on volunteer activity in the nation's forests which includes that of third parties. Data requested is number of volunteers per activity and hours volunteered per activity. It would be recorded as Butterfly Conservation volunteer hours contributed to the nation's forests.	The Butterfly Conservation Monitoring Officer must report transect survey volunteer hours to the Forestry England Technical Volunteer Co-ordinator by the 1 st of January annually. For surveys, UKBMS volunteer hours will be calculated based on the surveys conducted @ 2.5 hours per survey, in line with Defra reporting. The Butterfly Conservation Head of Conservation must report volunteer numbers and hours for work parties and activities requiring separate permissions from each region to the Forestry England Technical Volunteer Co-ordinator annually by the 10 th of April annually. This method of reporting will be reviewed following the launch of the BC volunteering platform Assemble in 2024.	a new ecologist comes into post. The BC Butterfly Monitoring Officer should be informed when an account is set up and of any Forestry England staff changes via transect@butterfly-conservation.org Forestry England staff must only view and download data from the website and are not permitted to make changes to the data or to staff or volunteers linked with a transect. The Forestry England Volunteer Technical Coordinator will record Butterfly Conservation volunteer numbers and hours on Connections for all Districts on the 1st of January and 10th of April annually. This method of reporting will be reviewed following the launch of the BC volunteering platform Assemble in 2024.

5a. Engagement in	As appropriate at	Butterfly Conservation to input advice for woodlands	Forestry England to outreach to regional BC
relevant topics	district level and	where key species are present.	Conservation Managers with regard to Forest
	specific to woodlands		Planning feedback when forests with a particular
	with high	To provide suggestions for enhancements to the forest	interest is flagged up or key species and habitats are
	species/habitat	plan for butterflies and moths when requested by	present.
	interest.	Forestry England or when Butterfly Conservation flag	BC can also nominate other contacts able and willing
		an interest in a particular forest.	to contribute where they know woodlands well or
			can provide better insight re species that may be of
		It may be possible to create and share a Qgis layer of	strong local significance.
		priority butterfly and moth species across forests. A	
		project with Natural England later in the year may	
		make this possible and Forestry England is flagged as	
		a stakeholder to outreach to.	

Activities not covered by this agreement roles and responsibilities

While these activities are not covered by this agreement, they are discussed here as they are partially supported by section 1 of Clarification of roles and responsibilities through the holding of Butterfly Conservation documents on Connections for all to see and check. The activities in this section must go through a separate district permission or agreement process and should only go ahead if approved by district or beat staff as a part of that process.

Activity	How	Butterfly Conservation responsibilities	Forestry England responsibilities		
	6. Short term activities that do not comply with activities in sections 2 or 3 of Agreed activities clarification of roles and responsibilities.				
6a. Short term	Butterfly Conservation	See section 1a to 1c	See section 1a to 1c		
activities that	must apply for a separate	Apply for a Forestry England Ecology Permission via			
benefit both parties	permission for short term	the correct Forest District / beat for the forest in	For activities using power tools see Appendix 2 for		
using equipment left	activities they wish to carry	which they plan to hold activity(ies)	Operational Contracts		
on site, powered	out on Forestry England	Ensure the permission has the contact details for			
tools or equipment	managed land that do not	the responsible regional lead if multiple volunteers	Consult with your estates team regarding longer		
or involving more	comply with the activities	are carrying out the activity or the contact details	term activities and the type of agreement that may		
than 25	in sections 2 and 3. This	of the individuals carrying out the activity if only	be appropriate.		
participants.	includes income generating	one or two people			

7 Long term	7. Long term activities or funded projects				
Activity	How	Butterfly Conservation responsibilities	Forestry England responsibilities		
	activities such as corporate days. For longer term activities or those involving the use of machinery or built structures then a contract, licence or lease may be required depending on guidance from the Forestry England district estates team.	For activities using machinery see Appendix 2 for Operational Contracts			

7a. At times it may be appropriate for more long term activities that benefit both parties to take place. For example a large survey covering a number of years and areas with equipment on site or a habitat improvement scheme with large scale works.

Long term activities must be managed through a separate agreement, lease or contract which should be discussed with the Forestry England Head of Environment & Nature Recovery who will refer the project to the appropriate district representative.

It is essential that Forestry England are consulted about any funding that Butterfly Conservation are planning to apply for that The agreement will require time to develop and Butterfly Conservation should approach the **Head of Environment & Nature Recovery** with their request at least a year in advance to allow Forestry England to decide whether the activity is mutually beneficial to the nation's forests and for the agreement to be drawn up.

If the proposed activity benefits both parties, Forestry England may want to support some of the work.

Forest operations, other third party events, heritage features and seasonal restrictions may impact on the desired location of the activity over the time period and consultation with other Forestry England teams and business areas and external stakeholders will be required to identify these.

The agreement should be signed by an employee of Butterfly Conservation even if it is being delivered National Forestry England **Head of Environment & Nature Recovery** to consult with district leads to identify whether the longtime activity benefits the nation's forests.

If the proposed activity benefits both parties, Forestry England may look to support some of the work in the form of a partnership agreement.

The ecologist should provide guidance on suitability of activity and area / survey route / area to help identify best routes, areas and approaches with the lowest risk of disruption from forest operations, forest events or seasonal or heritage restrictions.

The District / Beat ecologist or appropriate member of staff advises on the agreement or contract to be used.

involve the nation's forests. This is to help ensure that a funded project can be delivered in the forest over its life time.	by local volunteers to ensure that the partnership agreement and activities it manages and monitors can be delivered over the longer term period. The requirements of Butterfly Conservation and Forestry England are most likely to be similar to those listed for permissions and the member of staff signing the partnership agreements will need to ensure that whoever is delivering the activities of the Partnership Agreements can: • Comply with the conditions of the agreement • Manage the activity competently, • Manage the safety of participants taking part, • Manage the risks the activity may have on members of the public, Forestry England staff and contractors working in the forest. • Manage the impact on the forest environment.	The district / beat ecologist or appropriate member of staff provides the applicant with supporting Forestry England information to share with those carrying out the activity. E.g a site risk assessment, contact information, constraints and hazards map - These are listed in section 1) The relevant district estates team must be involved in establishing an appropriate agreement.
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External communications, behaviours and complaints roles and responsibilities

Activity	How	Butterfly Conservation responsibilities	Forestry England responsibilities
Social media, publicity and press releases	Any messaging or promotion regarding activities carried out on Forestry England land or by Butterfly Conservation using Butterfly	Both parties shall ensure that reasonable opportunities are provided to promote information, activities and work carried out in partnership. Such partnership messaging and promotion may include use of each other's logos in publicity and promotional material, banners, signage, printed material, press releases, information on each other's webpages or social media and other opportunities which may from time to time occur.	
Conservation or Forestry England names or logos must be approved by the Partnership messaging and promotion must be agreed togo Butterfly Conservation. Normally this would be through Fo		through Forestry England District Communications	

	representing organisations communication team.		
Onsite messaging	Safety signage and information boards being used on Forestry England land.	Safety signage for work parties or permitted activities to be agreed and displayed according to direction from the Beat Forester. Promotional signage or information about the activity should follow requirements in 8a.	Beat Forester to provide templates for safety signage required and guidance on positioning. Forestry England communication team to provide guidance on information signage.
Positive representation	While working together		
of both parties	under this Partnership Agreement it is expected that all parties will represent each other positively. This includes direct face to face interaction with the public and written communications, including social media. We expect all staff and volunteers to respect each other and members of the public when working on Forestry England sites.	Butterfly Conservation volunteers and staff will provide a positive representation of Forestry England, supporting policies and partnership values, practices and health and safety regulations.	Forestry England volunteer and staff will provide a positive representation of Butterfly Conservation, supporting policies and partnership values, practices and health and safety regulations. If Forestry England's tenants or other persons having an interest in the land are likely to be affected by an event or activity or their agreement states notification is required, the Forestry England representative will assist the organiser to notify those persons. Emergency external communication associated with safety issues will be provided by Forestry England.
Public Complaints	Responding to public complaints	Should public complaints or issues arise thes partnership committee to be discussed jointly,	se should be reported within 3 working days to the and an agreed response or action taken.
Internal Complaints	Responding to internal complaints	If an individual within Butterfly Conservation they should:	has a personal grievance against Forestry England,
			o the local Forestry England contact. It is hoped that uation rectified immediately. If this is not possible a

If you are not happy with the initial response or do not feel comfortable with step 1, the complaint should be made in writing, addressed to the District ecologist where the grievance took place. On receipt of a written complaint, the District Ecologist will investigate the issue thoroughly and reply with a resolution within 14 days.

If the issue is not resolved then it should be escalated to the District Head of planning. The District Head of Planning will acknowledge your complaint, contact all staff members concerned and initiate a formal investigation. You will be kept advised of progress at regular intervals until a satisfactory conclusion has been reached. If the situation cannot be resolved at district level it will be passed to the **Head of Environment & Nature Recovery** at a National Level to resolve.

If an individual within Forestry England has a personal grievance against Butterfly Conservation, they should:

The complaint should be addressed verbally to the local Butterfly Conservation contact. It is hoped that most problems can be sorted out and the situation rectified immediately. If this is not possible a response will be sent within seven days

If you are not happy with the initial response or do not feel comfortable with step 1, the complaint should be made in writing, addressed to the Deputy Director of Finance and Operations. On receipt of a written complaint, the Deputy Director of Finance and Operations will investigate the issue thoroughly and reply with a resolution within 14 days.

If you feel the complaint has still not been resolved to your satisfaction, you should write to the Chief Executive. The Chief Executive will acknowledge your complaint, contact all staff members concerned and initiate a formal investigation. You will be kept advised of progress at regular intervals until a satisfactory conclusion has been reached

Where possible complaints or issues arising between Butterfly Conservation and Forestry England staff or volunteers should be discussed jointly by the partnership committee and an agreed response or action taken.

Roles and contact details

Activity	Role	Job title and contact details	Role	Job title and contact details
	Butterfly (Conservation National	Forestry England National	
1a and 1d	Provision of documents and signing of agreement	Denise Bell dbell@butterfly-conservation.org	Head of Environment & Nature	Andrew Stringer andrew.stringer@forestryengland.uk
	Administration Officer Director of Butterfly Conservation	01929 406020 (Ext. 220) Dan Hoare dhoare@butterfly-conservation.org	Recovery	
1b	Annual meeting		Annual meeting	
	Butterfly Monitoring Officer	Rachael Conway transect@butterfly-conservation.org 07557 271 464	Head of Environment & Nature Recovery	Andrew Stringer andrew.stringer@forestryengland.uk
	Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org	Technical Volunteer Co-ordinator	Victoria Tofte <u>victoria.tofte@forestryengland.uk</u>
	Head of Volunteering	07709 278407 Kate Barratt kbarratt@butterfly-conservation.org 07483 039325	District Ecologist	Jenny Stock jenny.stock@forestryengland.uk
1c and all of 2	Confirming / Identifying Butterfly Conservation volunteers for surveys Butterfly Monitoring Officer	Rachael Conway Transect@butterfly-conservation.org 07557 271 464	Confirming / Identifying Forestry England staff and volunteers Technical Volunteer Co-ordinator	Victoria Tofte <u>victoria.tofte@forestryengland.uk</u>
7	Long term activities or funded projects	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407	Long term activities or funded projects	Andrew Stringer andrew.stringer@forestryengland.uk

		Kate Barratt kbarratt@butterfly-conservation.org 07483 039325	Head of Environment & Nature Recovery	
4	Facilitating sharing of data with Forestry England across regions Butterfly Monitoring Officer	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464	Facilitating sharing of data with Forestry England across regions Head of Environment & Nature Recovery	Andrew Stringer andrew.stringer@forestryengland.uk
8	National communications and representation Head of volunteering	Kate Barratt kbarratt@butterfly-conservation.org 07483 039325	National communications and representation	Andrew Stringer andrew.stringer@forestryengland.uk
Activity	Role	Job title and contact details	Role	Job title and contact details
	Northern England - (Forestry Yorkshire District and northern ar	England Districts covered - North District, rea of Central District)	North District, Yorkshire Distr (Northern England region)	ict and northern area of Central District -
1a	Local meetings to agree activities with Forestry England staff Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org 07709 278407	Local meetings to agree activities with Butterfly Conservation staff District and beat ecologists	North District Tom Dearnley - Ecologist
1c all of 2	Contact / confirmer for volunteers for surveys Butterfly Monitoring Officer	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464	10% check on activities. Contact point advising on disruption to activity routes or sites. District and beat ecologists	tom.dearnley@forestryengland.uk North District general enquiries northdistrictpermissions@forestryengland.u k
3a	Management and delivery of practical habitat and conservation improvements and ongoing maintenance.	Dave Wainwright	District and beat ecologists	Yorkshire District Cath Bashforth - District Ecologist. cath.bashforth@forestryengland.uk Yorkshire District general enquiries

	Head of Conservation	dwainwright@butterfly- conservation.org 07709 278407		yorkshire.fdo@forestryengland.uk Central District
1c and 6	Applying for / signing off separate permissions for activities not covered by this agreement and confirming / identifying volunteers taking part. Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org 07709 278407	Processing and signing off separate permissions for activities not covered by this agreement. District and beat ecologists	Milly Robinson - Ecologist milly.robinson@forestryengland.uk Central District general enquiries sherwood.fdo@forestryengland.uk
4	Facilitating sharing of data with local Forestry England District/s Butterfly Monitoring Officer	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464	Facilitating sharing of data with Butterfly Conservation District and beat ecologists	
5	Input into local Forestry England Forest Plans Head of Conservation	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407	Facilitating input into local Forestry England Forest Plans District and beat ecologists	
8	Local communications and representation Marketing and Communication Lead	Emma Butler ebutler@butterfly-conservation.org	Local communications and representation Marketing and Coms leads	North District Katherine Patterson - Communication and Internal Engagement katherine.patterson@forestryengland.uk Yorkshire District Jody Craddock - Marketing and Communication Manager jody.craddock@forestryengland.uk Central District

				Laura Freer - Marketing and Communications Manager laura.freer@forestryengland.uk
Activity		Job title and contact details	Role	Job title and contact details
	West Midlands - (Northern are Central District)	ea of West District and Birmingham area of	Central District - Birmingham ar West District - Northern area of t	
1a	Local meetings to agree activities with Forestry England staff Head of Conservation	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407	Local meetings to agree activities with Butterfly Conservation staff District and beat ecologists Beat Foresters	West District Richard Boles, Beat Forester, Wyre Forest Richard.Boles@forestryengland.uk Andrew Harper, Beat Forester, Mortimer
1c all of 2	Contact / confirmer for volunteers for surveys Butterfly Monitoring Officer	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464	10% check on activities. Contact point advising on disruption to activity routes or sites. District and beat ecologists	andrew.harper@forestryengland.uk Clive Jackson, Beat Forester, Shropshire Hills Clive.Jackson@forestryengland.uk Phil Rudlin, Wildlife Ranger, Wyre Forest
3a	Management and delivery of practical habitat and conservation improvements and ongoing maintenance. Head of Conservation	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407	Approving work parties District and beat ecologists Beat Foresters	Phil.Rudlin@forestryengland.uk Wildlife Ranger, Marches - post being recruited January 2024 Kate Wollen, Ecologist, Gloucestershire, Herefordshire and Wiltshire kate.wollen@forestryengland.uk
1c and 6	Applying for / signing off separate permissions for activities not covered by this agreement and confirming / identifying volunteers taking part. Head of Conservation	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407 Rachael Conway Transect@butterfly-conservation.org 07557 271 464	Processing and signing off separate permissions for activities not covered by this agreement. District and beat ecologists Beat Foresters	West District general enquiries westenglandforestdistrict@forestryengland. uk permissions.westengland@forestryengland. uk Central District Milly Robinson - Ecologist

5	Facilitating sharing of data with local Forestry England District/s Butterfly Monitoring Officer Input into local Forestry England Forest Plans Head of Conservation	Rachael Conway Transect@butterfly-conservation.org 07557 271 464 Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407		milly.robinson@forestryengland.uk Central District general enquiries sherwood.fdo@forestryengland.uk West District Zac Sibthorpe - Operations Manager - Planning Zac.Sibthorpe@forestryengland.uk Central District Milly Robinson - Ecologist
				milly.robinson@forestryengland.uk Central District general enquiries sherwood.fdo@forestryengland.uk
8	Local communications and representation Marketing and Coms lead	Emma Butler ebutler@butterfly-conservation.org	Local communications and representation Marketing and coms leads	West District Nadia Stone - Operations Manager Engagement nadia.stone@forestryengland.uk
				Central District Laura Freer - Marketing and Communications Manager <u>laura.freer@forestryengland.uk</u>
Activity		Job title and contact details	Role	Job title and contact details
4	East Midlands - (North East ar	ea of Central District)	Central District - (North East area	a = East Midlands region)
1a	Local meetings to agree activities with Forestry England staff	Dave Wainwright dwainwright@butterfly-conservation.org	Local meetings to agree activities with Butterfly Conservation staff	
	Head of Conservation	07709 278407	District and beat ecologists	Central District
1c all of 2	Contact / confirmer for volunteers for surveys	Rachael Conway <u>Transect@butterfly-conservation.org</u>	10% check on activities. Contact point advising on	Milly Robinson - Ecologist milly.robinson@forestryengland.uk

	1c and 2 Butterfly Monitoring Officer	07557 271 464	disruption to activity routes or sites.	Jenny Stock - Ecologist jenny.stock@forestryengland.uk
			District and beat ecologists	Central District general enquiries sherwood.fdo@forestryengland.uk
3a	Management and delivery of practical habitat and conservation improvements and ongoing maintenance. Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org 07709 278407	Approving work parties District and beat ecologists	
1c and 6	Applying for / signing off separate permissions for activities not covered by this agreement and confirming / identifying volunteers taking part. Head of Conservation Butterfly Monitoring Officer	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407 Rachael Conway Transect@butterfly-conservation.org 07557 271 464	Processing and signing off separate permissions for activities not covered by this agreement. District and beat ecologists	
4	Facilitating sharing of data with local Forestry England District/s Butterfly Monitoring Officer	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464	Facilitating sharing of data with Butterfly Conservation District and beat ecologists	
5	Input into local Forestry England Forest Plans Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org 07709 278407	Facilitating input into local Forestry England Forest Plans District and beat ecologists	
8	Local communications and representation	Emma Butler	Local communications and representation	Central District

	Marketing and Communication Lead	ebutler@butterfly-conservation.org	Marketing and Coms leads	Laura Freer - Marketing and Communications Manager laura.freer@forestryengland.uk
Activity	Role	Job title and contact details	Role	Job title and contact details
	District)	East District and Northampton area of Central	East District - (East England region Central District - (Northampton Central District - (North	
1a	Local meetings to agree activities with Forestry England staff Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org 07709 278407	Local meetings to agree activities with Butterfly Conservation staff District and beat ecologists	
1c all of 2	Contact / confirmer for volunteers for surveys Butterfly Monitoring Officer	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464		East District Andy Palles-Clark- Ecologist andy.palles-clark@forestryengland.uk East District general enquiries enquiries.eastfd@forestryengland.uk
3a	Management and delivery of practical habitat and conservation improvements and ongoing maintenance. Head of Conservation	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407	Approving work parties District and beat ecologists	Central District Jenny Stock - Ecologist jenny.stock@forestryengland.uk
1c and 6	Applying for / signing off separate permissions for activities not covered by this agreement and confirming / identifying volunteers taking part. Head of Conservation	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407 Rachael Conway Transect@butterfly-conservation.org 07557 271 464	Processing and signing off separate permissions for activities not covered by this agreement. District and beat ecologists	Central District general enquiries sherwood.fdo@forestryengland.uk

	Butterfly Monitoring Officer			
4	Facilitating sharing of data with local Forestry England District/s	Rachael Conway Transect@butterfly-conservation.org	Facilitating sharing of data with Butterfly Conservation	
	Butterfly Monitoring Officer	07557 271 464	District and beat ecologists	
5	Input into local Forestry England Forest Plans	Dave Wainwright dwainwright@butterfly-	Facilitating input into local Forestry England Forest Plans	
	Head of Conservation	conservation.org 07709 278407	District and beat ecologists	
8	Local communications and representation	Emma Butler ebutler@butterfly-conservation.org	representation	East District Roger Woods - Marketing and Communications Manager
	Marketing and Communication Lead		Marketing and Coms leads	roger.woods@forestryengland.uk
				Central District Laura Freer - Marketing and Communications Manager laura.freer@forestryengland.uk
Activity	Role	Job title and contact details	Role	Job title and contact details
	South West England - (South West half of South District)	n area of West District up to Gloucester and	South District - (Dorset area of So	nd region apart from the Dorset area) outh West England region) I m - (Located within South West England region)
1a	Local meetings to agree activities with Forestry England staff	Dave Wainwright dwainwright@butterfly-conservation.org	activities with Butterfly	West District James Williams, Beat Forester, Forest of Dean East James.Williams@forestryengland.uk
	Head of Conservation	07709 278407		Dave Sykes, Beat Forester, Herefordshire David.Sykes@forestryengland.uk
1c all of 2	Contact / confirmer for volunteers for surveys	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464	10% check on activities. Contact point advising on	Jordan Long, Beat Forester, Forest of Dean West

	Butterfly Monitoring Officer		disruption to activity routes or sites.	jordan.long@forestryengland.uk
			District and beat ecologists	Nikki Morgans, Beat Forester, Bristol and Savernake nikki.morgans@forestryengland.uk
			Beat Foresters	- Third gains cross yong can aran
3a	Management and delivery of practical habitat and	Dave Wainwright	Approving work parties	David Lloyd, Beat Forester, East Devon david.lloyd@forestryengland.uk
	conservation improvements and	dwainwright@butterfly- conservation.org	District and beat ecologists	John Ebsary, Beat Forester, Somerset
	ongoing maintenance.	07709 278407	Beat Foresters	John.Ebsary@forestryengland.uk
	Head of Conservation			Toby Bowen-Scott, Beat Forester, Mid- Devon
1c and	Applying for / signing off	, w	Processing and signing off	Toby.Bowen-Scott@forestryengland.uk
6	separate permissions for activities not covered by	Dave Wainwright dwainwright@butterfly-	separate permissions for	Dartmoor Beat Forester - post being
	this agreement and	conservation.org	agreement.	recruited as of January 2024.
	confirming / identifying	07709 278407		Marth Austria Book Foundton North Doving
	volunteers taking part.	Rachael Conway	District and beat ecologists	Matt Anstey, Beat Forester, North Devon matt.anstey@forestryengland.uk
	Head of Conservation	Transect@butterfly-conservation.org 07557 271 464	Beat Foresters	Reuben King, Beat Forester, Cornwall
	Butterfly Monitoring Officer			reuben.king@forestryengland.uk
4	Facilitating sharing of data with local Forestry	Rachael Conway	Facilitating sharing of data with Butterfly Conservation	Aaron Boughtflower, Ecologist, Cornwall and Devon
	England District/s	Transect@butterfly-conservation.org	with butterity conservation	aaron.boughtflower@forestryengland.uk
	Duttoufly Month and a	07557 271 464	District and beat ecologists	Kate Wollen, Ecologist, Gloucestershire,
	Butterfly Monitoring Officer		Beat Foresters?	Herefordshire and Wiltshire
				kate.wollen@forestryengland.uk
				Andy Harris, Ecologist, Devon, Somerset,
				Avon and Wiltshire andy.harris@forestryengland.uk

5	Input into local Forestry England Forest Plans Head of Conservation	Dave Wainwright dwainwright@butterfly- conservation.org 07709 278407	Facilitating input into local Forestry England Forest Plans District and beat ecologists Beat Foresters	West District general enquiries westenglandforestdistrict@forestryengland. uk permissions.westengland@forestryengland. uk South District? Leanne Sargeant - Senior Ecologist leanne.sargeant@forestryengland.uk South District general enquiries southern.permissions@forestryengland.uk Westonbirt Arboretum? Dan Crowley - Conservation Manager dan.crowley@forestryengland.uk West District? Zac Sibthorpe - Operations Manager - Planning Zac.Sibthorpe@forestryengland.uk South District? Leanne Sargeant - Senior Ecologist leanne.sargeant@forestryengland.uk Westonbirt Arboretum? Dan Crowley - Conservation Manager dan.crowley@forestryengland.uk
8	Local communications			West District?
О	and representation Marketing and Communication Lead	Emma Butler ebutler@butterfly-conservation.org	representation Marketing and coms leads	Nadia Stone - Operations Manager Engagement nadia.stone@forestryengland.uk
				South District

Activity	Role	Job title and contact details		Esta Mion - Marketing and Communications Manager esta.mion@forestryengland.uk Westonbirt Arboretum Emily Burgin - Marketing and Communications Manager emily.burgin@forestryengland.uk Job title and contact details
	South East England - (South South District)	and West area of East District and East half of	areas.)	d region apart from Portsmouth and Southampton Guildford area of South East England region)
1a	Local meetings to agree activities with Forestry England staff Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org 07709 278407	Local meetings to agree activities with Butterfly Conservation staff District and beat ecologists	
1c all of 2	Contact / confirmer for volunteers for surveys Butterfly Monitoring Officer	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464	Contact point advising on disruption to activity routes or sites.	East District Neal Amour-Chelu - District Ecologist neal.armour-chelu@forestryengland.uk East District general enquiries enquiries.eastfd@forestryengland.uk
3a	Management and delivery of practical habitat and conservation improvements and ongoing maintenance. Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org 07709 278407	pistrice and beat ecologists	South District Leanne Sargeant - Senior Ecologist leanne.sargeant@forestryengland.uk South District general enquiries southern.permissions@forestryengland.uk
1c and 6	Applying for / signing off separate permissions for activities not covered by	Dave Wainwright	Processing and signing off separate permissions for	

	this agreement and confirming / identifying volunteers taking part. Head of Conservation Butterfly Monitoring Officer	dwainwright@butterfly- conservation.org 07709 278407 Rachael Conway Transect@butterfly-conservation.org 07557 271 464	activities not covered by this agreement. District and beat ecologists	
4	Facilitating sharing of data with local Forestry England District/s Butterfly Monitoring Officer	Rachael Conway <u>Transect@butterfly-conservation.org</u> 07557 271 464	Facilitating sharing of data with Butterfly Conservation District and beat ecologists	
5	Input into local Forestry England Forest Plans Head of Conservation	Dave Wainwright dwainwright@butterfly-conservation.org 07709 278407	Facilitating input into local Forestry England Forest Plans District and beat ecologists	
8	Local communications and representation Marketing and Communication Lead	Emma Butler ebutler@butterfly-conservation.org	representation Marketing and Coms leads	East District? Roger Woods - Marketing and Communications Manager roger.woods@forestryengland.uk South District? Esta Mion - Marketing and Communications Manager esta.mion@forestryengland.uk

Geographical areas





This agreement will take effect when it has been signed by representatives of both parties. It will operate for a period of 10 years between the 1st of March 2024 until the 28th of February 2034.

During this time the agreement will be reviewed annually by the Partnership Committee and may be amended by agreement between both parties in writing at any time.

Signed for and on behalf of the Forestry England: Signature:

Name: Andrew Stringer

Position within the organisation: Head of Environment & Nature Recovery

Date:

Signed for and on behalf of Butterfly Conservation

Signature

Name: Dr Dan Hoare

Position within the organisation: Director of Conservation

Date:



Forestry England and Butterfly Conservation National Agreement Appendix 1: Work Party Agreement

Between

The Forestry Commission (FC)
Add District and Beat

and

Butterfly Conservation
Add Region

Facilitated by the National Agreement

Start date:	End date:

This could be a fixed date on which the agreement will become effective, or terms that instruct the date the agreement will become effective, for example, 'on the tenth day after the day the agreement is signed'.

The Parties

Forestry England Contact Name
•
District Office Address
Email:
Telephone:
Butterfly Conservation Contact Name
Regional Office Contact Address
Email:
Telephone:

The values and principles upon which the agreement is based upon are agreed in the National Partnership agreement between Forestry England and Butterfly Conservation of which this agreement template is Appendix 1.

The Work Party agreement should only be used in conjunction with the National Partnership Agreement between Forestry England and Butterfly Conservation where it complies with the Terms of Agreement, Agreed Activities and Clarification of roles and responsibilities described in the National Partnership Agreement.

Context

Should include

How relations between the parties arose, and the reasons behind working together. This can include the background, past achievements, and any informal commencement before the work party agreement.

Purpose

Should include a detailed description of the purpose of work.

The Expected Outcomes of this work party agreement

- The outcomes the parties expect to achieve together
- What benefits to each party these outcomes achieve

The Agreed Work Party Activities

The activities that each party will contribute to achieving the identified outcomes. This can include:

- Specific activities that the parties have undertaken to complete
- Responsibilities that the parties have committed to
- Agreed work / activity area and access points
- Deadlines or time plan
- Condition site is left in e.g. waste disposal or how wood/timber arising from operations are left.

Method statement

Ensure each activity / task has a detailed method statement and any specifications that need to be followed

METHOD STATEMENT

Start Date		Site Grid or Name What three Words		The activity	
End Date		Nearest		Escalation	
Liid Date		Access		Contacts	
Equipment To Be Used					
Welfare Arrangements					
Assessor name					
Name of task leader			_		

Action Plan

To be written alongside the job and site risk assessments To include:

- Sequence of work
- Techniques
- Equipment and tools being used
- Work procedure and control methods
- PPE requirements
- First Aid
- Welfare
- Monitoring
- Site Hazards and Constraints
- Health and Safety requirements refer to job and site risk assessments
- Emergency procedures
- Access provisions
- Who is responsible for each of the above

Acknowledgement and sign off from both parties

Names:

Signatures:

Butterfly Conservation staff must ensure

- All volunteers and staff carrying out the activity are covered by Butterfly Conservation Public Liability Insurance and Employee Liability Insurance.
- Are trained to carry out the role / activity and manage the activity competently
- Equipment used and PPE are all fit for purpose, in good condition and maintained.
- The risk assessment for the task is provided to Forestry England and those involved can understand it and manage the risks the activity may have on participants, members of the public, Forestry England staff, contractors working in the forest and the forest environment
- Appropriate training certificates and emergency plan are checked and agreed with Forestry England staff.
- The activity complies with the conditions of the National Partnership Agreement.
- The work party agreement is signed off by the Butterfly Conservation Head of Conservation.

Forestry England staff must ensure:

- The work party activity has been approved by the appropriate team / teams in the District / beat.
- Information has been provided on possible operation activity that may impact on the work
- Hazard and constraints maps have been checked and provided to Butterfly Conservation staff and explained regarding restrictions.
- A site risk assessment has been provided to Butterfly Conservation staff.
- Forestry England emergency procedures have been shared with Butterfly Conservation staff and an emergency plan for the work party agreed.
- The activity complies with the conditions of the National Partnership Agreement.

The Terms of Agreement

This is a formal agreement that provides the framework to achieve the purpose, outcomes and activities listed above. Some activities or projects, e.g. events, may be beyond the scope of this work party agreement and would be subject to separate permissions or agreements.

It is important to state here whether or not the work party agreement or parts of the work party agreement is intended to be legally binding. This agreement is intended to be a formal agreement and are not normally used to form a binding contract to complete work but is must clarify whether there are legal obligations linked to the task or area they are working in. e.g. safeguarding, health and safety responsibilities, protection of a heritage feature or seasonal restrictions due to schedule 1 bird breeding areas, protected species and other regulations that may bring about a financial penalty if the work is not completed, carried out according to specification or left in a state not agreed.

Please ensure you state that:

At all material times Butterfly Conservation remains responsible for any incidents or losses arising out of the activities that it is carrying out and it has in place appropriate insurance cover in place in relation to these activities.

Review Dates

Because situations can change you must add in work review dates during the period that the Work Party Agreement is effective to monitor work and outcomes. Agreements should be reviewed annually.

Changes to the Work Party Agreement

Agreements must be reviewed annually but either party may request that the agreement be reviewed and amended where:

- Circumstances or officers of either party change
- The scope or / and detail of the contract changes substantially

Cancellation of the Work Party Agreement

Forestry England shall be entitled to terminate this Work Party Agreement with immediate effect (but without prejudice to Forestry England's rights and claims hereunder) by written notice to the Third Party if:

- The holder of any security takes possession of or a receiver (or manager) is appointed over any of the property or assets of the Third Party or if any diligence, distress or execution shall be levied or enforced or sued out upon or against any of the property of assets of Third Party.
- Third Party makes any voluntary arrangements with its creditors or becomes subject to an administration order
- Third Party (being an individual or partnership) becomes apparently insolvent or is sequestrated or if (in England or Wales) any petition or receiving order is made against it or if the Third Party shall be unable to pay its debts.
- Third Party ceases to exist as an organisation
- Third Party or its volunteers, subcontractors or agents, or the employees of any of them, does or fails to do anything which brings or might reasonably be expected to bring into disrepute Forestry England, its officers, employees, clients or suppliers. (Including but not limited to committing an act of fraud or dishonesty or violence whether or not connected with the provision of the activities)
- Third Party alter its constitution from that which exists at the time this contract is signed.

Supporting documents

As a minimum Butterfly Conservation must provide evidence of Public and Employee Liability Insurance through the National Partnership Agreement. (These should be held on Connections for Forestry England staff to access)

Risk assessments for the activities they are managing.

There may also be additional information or supporting documents required to demonstrate competency depending on the nature and activities of this agreement.

Forestry England are also required to provide Site Risk Assessments and Hazard and Constraints maps as a minimum. There may also be additional information or supporting documents required depending on the nature and activities of this agreement.

Expected Behaviours

While working together under this Work Pary Agreement it is expected that both parties will represent each other positively. This includes direct face to face interaction with the public and written communications, including social media. Should public complaints or issues arise these should be discussed jointly and an agreed response or action taken.

Data Protection

Butterfly Conservation will:

a) Comply with the current data protection legislation and treat all information supplied by Forestry England in confidence and must not be disclosed to other third parties unless agreed otherwise with Forestry England.

Forestry England will:

a) Comply with the current data protection legislation and treat all information supplied by the Butterfly Conservation in confidence unless agreed otherwise or required by the open information legislation to disclose. Forestry England will make full use of exemptions available but is unlikely to challenge in court any Decision Notice issued by the Information Commissioner.

Signed for and on behalf of the Forestry Commission

Signature
Position within the organisation
Date
Signed for and on behalf of Butterfly Conservation
Signature(s)
Position in the organisation: Head of Conservation
Date

Appendix 2: List of requirements for operational contract to conduct work with power tools.

This appendix is not for use with work parties. It is included to help support "Activities not covered by this agreement roles and responsibilities"

Minimum requirements

Forestry England

- PCM Certification Forms Gateway 1,2,3 and 4
- Contract detail
- Site specific risk assessments
- Site safety details
- Constraints and Hazard maps
- Work area map and agreed access
- Staff contact information

Ensure certification relevant to the activity. For example:

• Chainsaw - Valid EFAW+F required, min 2 individuals in any work party, NPTC Chainsaw qualification (relevant units according to size of material being cut), and proof of refresher after 5 years.

•

Butterfly Conservation

- Risk assessments and method statements for all elements of the job
- Power tool training certificates and licences
- First Aid certificates appropriate to the job being carried out
- Public and employee Liability Insurance to £10million

Ensure certification relevant to the activity. For example:

 Chainsaw - Valid EFAW+F required, min 2 individuals in any work party, NPTC Chainsaw qualification (relevant units according to size of material being cut), and proof of refresher after 5 years.