

Less management prescription, more outcome focus - Making Environmental Stewardship More Effective (MESME) trialling project

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Lesley Blainey



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Project details

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Project manager

Lesley Blainey

Natural England

Worcester

Block B

Whittington Road

Worcester

WR5 2LQ

Tel: 01723 882 402

lesley.j.blainey@naturalengland.org.uk

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Background

As part of the 'Making Environmental Stewardship More Effective' (MESME) project, this report covers one of three areas which were identified as needing some practical testing to supplement the available evidence.

The areas identified for testing were:

- The potential for introducing an element of directed option choice to Entry Level Stewardship (ELS) agreement applications and the likely impact of this on uptake/delivery of environmental benefits.
- Agreement-holder participation in the assessment of outcomes for their own Higher Level Stewardship (HLS) agreements.
- Reducing management prescription for HLS agreements and increasing the focus on outcomes.

This report presents the issues raised by Less Management Prescription, More Outcome Focus project consultees and through the project steering group, relating them to the original project aims and identifying areas for consideration in the decision making process.

The results will feed into the evidence base and influence consultation with stakeholders contributing to the current work on agri-environment scheme design for the new Rural Development Programme.

Summary findings and project recommendations

Summary findings

The approach

- Despite doubts expressed by NE and partner bodies, agreement-holders confirmed that they understand the approach; the issues raised at the workshops suggest most were able to appreciate the implications.
- Agreement-holders, NE and partner bodies all indicated divergent views about the approach as a whole; a majority of agreement-holders (57%) indicated support for the approach but others indicated only qualified support and raised a number of concerns.

Focussing on and defining outcomes

- Encouraging a stronger focus on outcomes and the provision of a clear statement of aims, either for the agreement as a whole or, more specifically, for particular options or outcomes was generally supported by all three consultation groups.
- Agreement-holders, both during workshop discussion and in questionnaire responses, indicate an appetite to be provided with more information about the condition of agreement features, their monitoring and evaluation.
- All consultees indicated concerns around the setting of baselines and of agreement outcomes and made suggestions about the best way to approach this, agreement-holders indicating that it would need to involve a co-operative approach and NE respondents indicating that the approach would require better baseline information than we can provide currently.

Reducing management prescription and defining agreement requirements

- While NE and partner body responses present both positive and negative views about allowing agreement-holders more flexibility in the way outcomes are delivered, agreement-holders are clearly in favour (95%).
- Some were of the view that the example documents do not present a significantly different approach from Environmental Stewardship Scheme (ESS), particularly those with existing agreements which present only minimal management prescription.
- All consultees felt that care would need to be taken over presentation and language to ensure accessibility for and the understanding of agreement-holders. Many responses relate to the need for greater simplicity in presenting agreement requirements, the use of less technical language and a reduction in the amount of information included in comparison to the templates and examples provided.
- All consultees (including 71.5% of agreement-holders) indicated significant concerns about the consequent increase in risk for agreement-holders, identifying difficulties in verifying if agreement requirements have been met. Concerns over our ability to design and word output and outcome agreement requirements so that they can be verified and audited have also been raised by partners in the Rural Payments Agency.
- Many were also concerned that allowing agreement-holders more flexibility in the way outcomes are delivered, might also allow for more potentially damaging management actions, implying increased risk for the delivery body as well.

- There are particular concerns around the fulfilment of NE statutory duties with regard to SSSI and to meet the Habitats Regulations (Habs Regs). These are mainly concerned with ensuring that agreement requirements are expressed in a way that allows an adequate assessment to be made.

The consequences of the approach for agreement delivery and management

- All three consultee groups identified a need to improve the skills, knowledge and confidence of both agreement-holders and the delivery body if the approach is to be delivered effectively.
- All thought that the approach would require agreement-holders be provided with more and, more regular, advice and support, more information about measuring outcomes and about progress towards the achievement of outcomes.
- All indicated that the success of the approach is strongly dependent on close and regular monitoring. Many respondents felt that the approach would require more interaction between delivery body and agreement-holders on a regular basis and with a two-way flow of information, drawing in third parties where appropriate, to make it work.
- All three consultee groups identified that a focus on outcomes would need to be translated into greater flexibility for changes to both outcomes and requirements during the agreement term, to allow for adaptive management.
- All expressed the view that there would be more demand on delivery body resources if the approach was to be delivered well.
- Some indicated that there may be higher delivery costs for agreement-holders as a consequence of greater demands and risks and that this would need reflecting in higher payments.
- Several agreement-holders identified that the approach opens up opportunities to buy in third party support, advice, monitoring and analysis which could be funded through scheme payments; some welcomed this strongly as providing an opportunity for impartial advice and information to aid agreement-holders in negotiation with the delivery body.
- Consultees with experience of designated sites identified the need for significant improvement in explaining to agreement-holders what the agreement means for their legal responsibilities as SSSI owner/occupiers; there would be a need to clarify the relationship between agreement outcomes and designated site objectives.

Recommendations based on project findings

To encourage understanding of, and focus on, intended agreement outcomes...

- 1) A focus on outcomes should form part of scheme design for the next Rural Development Programme, with or without the provision of greater flexibility of management actions and the expression of agreement requirements as outcomes or outcome indicators.
- 2) In order to inform and enable successful adoption of an outcome focus, an assessment should be made of the resource required for the improvement of: baseline information, monitoring and reporting of outcomes and related engagement with agreement-holders.
- 3) An approach should be developed for setting outcomes, taking account of the way this will sit within scheme targeting and designated site conservation objectives and of the contribution that stakeholders and agreement-holders will be able to make.

To allow more freedom in the way that outcomes are delivered...

- 4) Before greater freedom of management action can be pursued, further work should be carried out to develop an approach for auditing, enforcement, financial penalties and for identifying and taking account of factors beyond agreement-holder control.
- 5) In order to inform decisions on allowing more freedom of management action, assessment should be made of the likely resource requirement for ongoing agreement-holder support,

including the provision of non-mandatory management guidance and of the best means of delivering this support.

To push agreement requirements in the direction of being defined by outcomes and outcome indicators...

- 6) In conjunction with recommendation 4, the approach and level of detail needed to define outcome indicators and agreement requirements should be further developed, with close involvement from specialists in designated site regulation and in agreement inspection and auditing.

For delivering the approach...

- 7) Before the approach can be pursued, in conjunction with recommendations 2 and 5, the potential for higher delivery costs needs assessing.
- 8) It would be best to apply the same approach to all agreement-holders and scheme options.
- 9) Consideration should be given to providing funding to engage third parties in providing support for agreement-holders.

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1 Project description and consultation process

Project background

- 1.1 The project originated in consideration of a 'Payment By Results' approach for Higher Level Stewardship (HLS). Following stakeholder consultation, a Defra Ministerial Submission in April 2011 recommended that, while directly linking agri-environment payments to the delivery of outcomes would not be practical, the possibility of allowing greater flexibility in delivery and increasing the focus on environmental outcomes should be tested within the current programme, with active stakeholder participation. This work was taken forward through the joint DEFRA and NE Making Environmental Stewardship More Effective (MESME) project. Proposals to trial the approach were developed through the Agri-environment Steering Group and the MESME Implementation Board (MIB) during 2011 and early 2012 and a project delivery plan was approved by the MIB in July 2012.

Project aims

- 1.2 During the development of the project, the aims of the approach to be tested were defined as follows:
- To encourage greater understanding of and focus on intended agreement outcomes by agreement-holders.
 - To give agreement-holders more freedom in how they deliver outcomes, thus encouraging innovation.
 - To push options in the direction of being defined by outcomes or outcome indicators.
 - To improve HLS agreement performance.
- 1.3 The project needed to report by February 2013. At the time the project plan was approved, this allowed six months to trial the approach. Given this time constraint and the requirement for active stakeholder engagement, the SG agreed that the project should concentrate on gathering views about the approach from a range of stakeholders as described in more detail below.
- 1.4 The initial priority for the SG was the way in which the approach could be described and presented to stakeholders. In order to help consultees visualise what the approach might look like and provide a focus for comment, example, revised agreement schedules were developed to present:
- clear information on the outputs and outcomes agreement-holders need to deliver and where they should be delivered;
 - minimal management prescription, limited to a small number of essential requirements;
 - clear information on baselines and the way that progress will be monitored; and
 - output milestones that are unambiguous and verifiable for audit and enforcement.

Project plan

1.5 The project plan was as follows:

- Develop a dossier of documents for use in consulting stakeholders, to include reduced management prescription outcome-focussed agreement schedule templates and hypothetical examples for three existing HLS options intended to provide a range across landscape, habitat, farm and agreement types: HF12-Enhanced wild bird seed mix plots, HK7-Restoration of species-rich, semi-natural grassland, HL9-Maintenance of moorland. These presented with copies of current HLS agreement schedule templates and example live agreement schedules for the same three options to allow comparison. The live agreement examples with all identifying information removed.
- Develop briefing notes and questionnaires for use in informing and gathering views and comments from consultees.
- Deliver webinars to partner body and NE consultees; to describe the intended approach, the project and the consultation process, answer questions and allow for discussion, before requesting views and comments. The webinar for NE consultees was held on 12 September and the webinar for partner body consultees on 18 September.
- Gather feedback from partner body and NE consultees.
- Update the example documentation based on comments received from NE and partner body consultees, before extending the consultation to agreement-holders.
- Hold a series of workshops to brief and gather views and comments from agreement-holders. The aim was to hold six workshops, two focussing on each of the 3 existing HLS options used to develop example documents, with a spread across landscape, habitat, farm and agreement types, but it was only possible to hold five workshops within the time available. The workshops were held between 14 November and 06 December.
- Summarise feedback data for SG consideration to allow decisions to be made on the focus and content of the final report at a meeting on 17 December.
- Provide a first draft report for the SG by 21 January.
- Submit an updated draft to the MIB by 07 February.
- Produce the final report by 21 February.

Stakeholder consultation

- 1.6 Consultations were sent to 5 external partner bodies: The Country Land and Business Association (CLA), The English National Park Authorities Association (ENPAA), The Game and Wildlife Conservation Trust (GWCT), The National Farmers Union (NFU) and The Royal Society for the Protection of Birds (RSPB).
- 1.7 Consultations were sent directly to 13 NE staff members including: three experienced in agri-environment delivery in upland environments, three experienced in agri-environment delivery in lowland environments, the five local team contacts for CAP 2014 development work and two experienced in SSSI regulation.
- 1.8 Five agreement-holder workshops were held, four involving an existing, established working group and all five with a significant focus on HLS and/or Classic Scheme agreement management. The details of these workshops are as follows. The total number of individual consultees attending the workshops was 42.

Table 1 Details of the five agreement-holder workshops

Group	Landscape/farm type	Example option focus
Thorney Farmland Bird Friendly Zone group	Lowland arable land and grassland with some SSSI land	HF12-Enhanced wild bird seed plots
National Farmers Union Market Harborough Branch group	Lowland mixed arable and grassland with some SSSI land	HF12-Enhanced wild bird seed plots and HK07-Restoration of species-rich semi-natural grassland
Pevensey Levels agreement-holder group	Coastal wet grassland and marsh, all SSSI	HK09 & 10-Maintenance of wet grassland for breeding waders & for wintering waders and wildfowl
Cumbria Grazing Forum	Upland/moorland common land. SSSI and none SSSI	HL09 & 10-Maintenance and restoration of moorland
Peak District National Park agreement-holder group	Upland/moorland, mainly SSSI	HL09 & 10-Maintenance and restoration of moorland

- 1.9 Further information on attendance at and the characteristics of these workshops can be found at Annex 3 - *Details of the agreement-holder workshops*.
- 1.10 The consultation invited views on all aspects of the approach and the project, asking stakeholders to consider: how the approach might work, what it might mean for agreement-holders and agreement outcomes and how it might be presented to agreement-holders to engage them and provide clear information about what is expected of them.

The consultation process for NE staff and partner body representatives

- 1.11 In the case of NE staff and partner body representatives an initial briefing was provided by webinar and then consultees were sent a briefing note and questionnaire, providing background information and including a series of prompting questions. It was made clear that there was no intention to constrain the comments provided, simply to try to gather responses on particular issues. A copy of this brief and questionnaire can be found at Annex 1 - *NE and partner body brief and questionnaire*.
- 1.12 Consultees were also sent the dossier of agreement documents, referred to under 'Project plan', above. This contained revised template schedules for three HLS options, together with example schedules to indicate how these templates might be adapted to form part of an actual agreement document. For comparative purposes, the folder included the existing HLS management prescription templates and management prescriptions from live HLS agreements, for the same three options. Copies of the reduced management prescription outcome focus template and example schedules are at Annex 6 - *Example reduced management prescription outcome focus agreement schedules developed for use in the trial*. These examples were modified slightly in response to NE and partner body comments, before agreement-holder consultation and it is the final versions which are attached at Annex 5. The complete dossier used in the consultation process can be provided on request.
- 1.13 Consultees were asked to concentrate on the approach rather than on the layout of agreement documentation and the technical/management requirements for the habitats related to the three example options.
- 1.14 A number of consultees followed up the webinar with one to one telephone discussions to aid their understanding.
- 1.15 Responses were returned from all five partner bodies and from 16 NE staff, including four individuals not involved in the original consultation. All of the partner body and many of the NE

responses are composites, assembled following consultation with colleagues. This means that the number of individuals providing feedback is substantially larger than the number of questionnaires and other responses returned. The exact number of individuals involved in providing feedback is not known.

The consultation process for agreement-holders

- 1.16 The agreement-holder groups were identified through partner bodies and by working with NE local team lead contacts for CAP 2014 development work. Working with existing groups of agreement-holders, to make it easier and quicker to draw together workshop groups and because it was felt that existing groups may work together more comfortably to provide better engagement and comment.
- 1.17 An invitation letter and project brief were sent in advance for all the workshops. A copy of the project brief is at Annex 2 - *Agri-environment agreement-holder workshop brief*. A set of example agreement schedules, for the agreement option most relevant to the particular group, was also sent in advance, for all but one of the workshops, with a request that invitees consider it before the meeting.
- 1.18 Each workshop included 1 to 1½ hours explanation, questions and discussion inviting feedback about the proposed approach. The aim was to provide an informal atmosphere and to encourage open questioning and discussion. The issues raised were recorded and are presented in Section 2 below. There was no formal presentation. A note setting out the format of and explanation provided at each workshop and the questions used to prompt discussion is at Annex 4 – *Workshop notes*.
- 1.19 Following discussion participants completed a questionnaire. The questionnaires were tailored to the example option focussed on for each workshop; a copy of the questionnaire is attached at Annex 5 - *Agreement-holder questionnaire*.

Summarising and presenting responses

NE staff and partner body representatives

- 1.20 Views were gathered during the webinars and from feedback received subsequently. Feedback was received: during one-to-one telephone conversations, as free text, included in emails and in separate documents, as a commentary on the example schedules and on the briefing note and questionnaire provided.
- 1.21 The following iterative process was used to draw out and summarise the issues raised:
 - The issues raised were grouped into categories according to their similarities, the category designations evolving as further issues were added. If an issue did not fit an existing grouping, a new category was created, resulting in an increase in the number of categories as the process continued. In many cases answers clearly fell into a particular broad category, but many responses were too exclusive to be grouped into a category, and these are simply listed individually.
 - This process involved a degree of subjectivity and in order to ensure consistency, all the answers were categorised by the same individual. Once all the answers had been assigned to particular categories a further review was carried out and, where appropriate, categories were combined or renamed to reduce the number of distinct groupings. This process has provided an overview but with the disadvantage of sacrificing individual details.
- 1.22 Respondents did not answer every question on the questionnaire and sometimes offered more than one response to a particular question. This means that the total number of responses to the questions is not related to the number of individuals providing feedback. It also means that some questions generated a lot of responses and issues and others very few.

- 1.23 The resultant summary is at Annex 7 - *Table summarising responses from NE consultees and partner bodies*. Views are presented under the headings and questions used in the questionnaire.

Agreement-holders

- 1.24 Agreement-holder views were obtained through the discussion, question and answer session at the workshops and through completion of the questionnaire.
- 1.25 At the workshops, views were invited at intervals in the initial explanation, using the same prompting questions at each workshop. They also arose out of subsequent discussion. Views expressed during the workshops have been gathered and presented using the same iterative process adopted to draw out and summarise the issues raised through NE and partner body consultation, described above. They are presented, under the headings which grew out of the iterative process, at Annex 8 - *The issues raised during the agreement-holder workshops*.
- 1.26 The issues raised have been grouped into 62 categories. Thirty-seven of the issue categories were raised at only one workshop and 25 at more than one workshop. The issues raised were repeated or supported by more than one agreement-holder at the same workshop on 87% of occasions; the issues raised by only one agreement-holder are identified on the table.
- 1.27 The feedback provided on the agreement-holder questionnaires is at Annex 9 - *Table summarising responses to the agreement-holder questionnaire*.
- 1.28 Most, but not all workshop attendees were prepared to complete the questionnaire, but some did not complete all the questions. The number of responses to each question, by workshop and in total and the number of consultees at each workshop not completing a question are indicated on the summary questionnaire.

2 The views expressed by consultees

The context of the responses

NE and partner body responses

- 2.1 Given the small number of individuals providing feedback, the consultation exercise can give us an indication only of the range and strength of views held by NE colleagues and external partners. There is no intention of presenting this feedback as statistically significant.
- 2.2 The majority of NE staff members involved in the original consultation were chosen because of their roles as CAP 2014 leads, or because of previous involvement in initiatives to increase flexibility for agreement-holders and provide a stronger focus on environmental outcomes. Some NE consultees were chosen to represent experienced delivery staff with a range across landscape and farm types.
- 2.3 Some NE consultees and most external partner consultees gathered views from colleagues before responding. This appears to have been done in an *ad hoc* way and it can be assumed that it is likely to have involved those with strong views to express, either negative or positive. In addition, some NE consultees passed on the questionnaire and examples to others, who provided separate responses; again presumably this was to individuals expressing a strong interest. This adds to the caveat that the views expressed are likely to represent more strongly negative and positive views, particularly from within NE.
- 2.4 Before considering what summarised responses to the questions tell us, it is important to record that some respondents did not appear to comprehend fully the purpose of the trial, the aim, or the likely implications, of the approach being trialled. Misconception over the intended approach and/or the purpose of the trial is considered to affect five of the 12 NE responses received. This misconception means that much of some responses focus on the detail of individual management prescriptions and the layout of the example documents.

Agreement-holder responses

- 2.5 As with the NE and partner body responses, agreement-holder responses can give us an indication only of the range, strength and commonality of views across the groups who contributed to the workshops. The number of participants involved represents a very small sample and there is no intention of presenting the feedback as statistically significant.
- 2.6 Although the workshops and example options were chosen to encompass a spread of landscape, habitat, farm and agreement types, again, they include only a very small sample from the range of types available.
- 2.7 Choosing to work with existing groups and being reliant on finding groups willing to participate in the workshops is most likely to have resulted in the gathering of views from agreement-holders with a greater than average inclination to engage with NE and a more active interest in the way their agreements operate. This may well mean that we have the views of those with a more positive interest in agreement outcomes and the way they can be achieved. Perhaps also the views of those prepared to challenge NE and with a relatively strong interest in the amendment or reduction of existing management prescriptions. As with NE and partner body consultation, this may include more strongly positive and negative views than would be encountered among agreement-holders as a whole.
- 2.8 Agreement-holders seemed to have good comprehension of the approach. Most participants were quick to understand the approach and able to form clear views about what it could mean in practice.

- 2.9 Responses included both strongly positive and strongly negative views on the approach and this was the case at all the workshops.
- 2.10 Many participants warmly welcomed the opportunity to engage with NE over possible improvements to the way agri-environment agreements operate.
- 2.11 Further details of the attendance and characteristics of each workshop are provided at Annex 3 - *Details of the agreement-holder workshops.*

Summary of views

Views on the approach, whether it is likely to improve outcomes or be an overall improvement in other respects

Understanding the approach

- 2.12 Both NE and partner body views are evenly split, regarding the ease with which the approach might be understood by agreement-holders. Agreement-holders, however, gave a strongly positive response to questionnaire question number 1 (Annex 9), 85.5% of the 41 respondents agreed that there is 'a clear difference between prescribing outcomes and prescribing management actions', 12% neither agreed nor disagreed and only 2.5 % (a single respondent) disagreed.

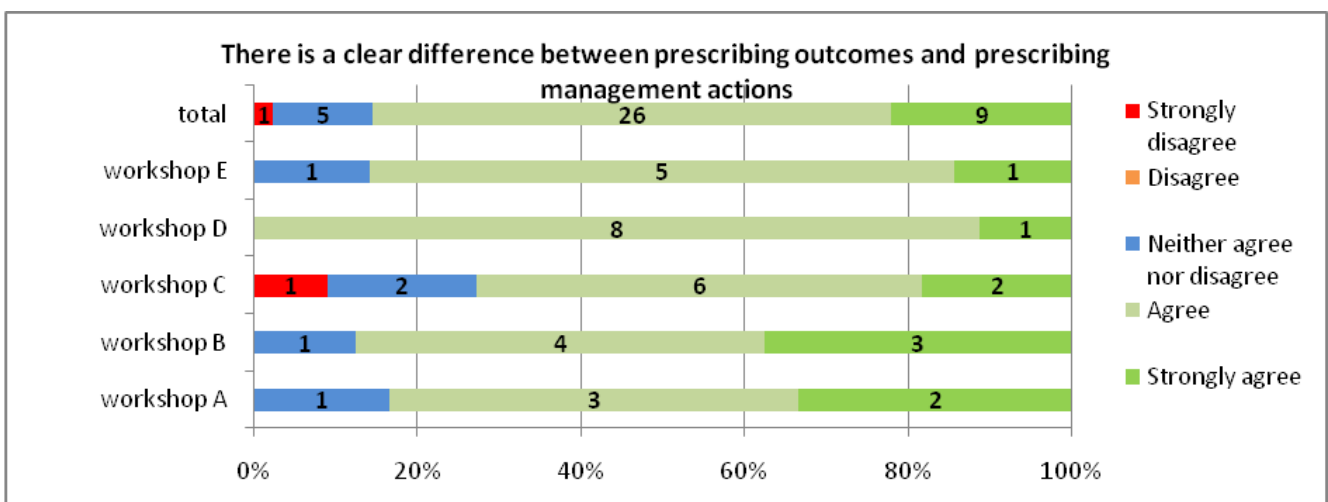


Figure 1 Question 1: There is a clear difference between prescribing outcomes and prescribing management actions

Support for the approach

- 2.13 At each agreement-holder workshop there were participants who expressed very positive views about the approach and others who expressed very negative views. However, a majority of participants indicated that they would welcome the approach. In response to questionnaire question number 2.3 (Annex 9), 57.5% of the 40 respondents indicated that they would prefer agreements to 'require the delivery of outcomes rather than management actions', 22.5% of respondents indicated that they would not prefer this and 20% were neutral.

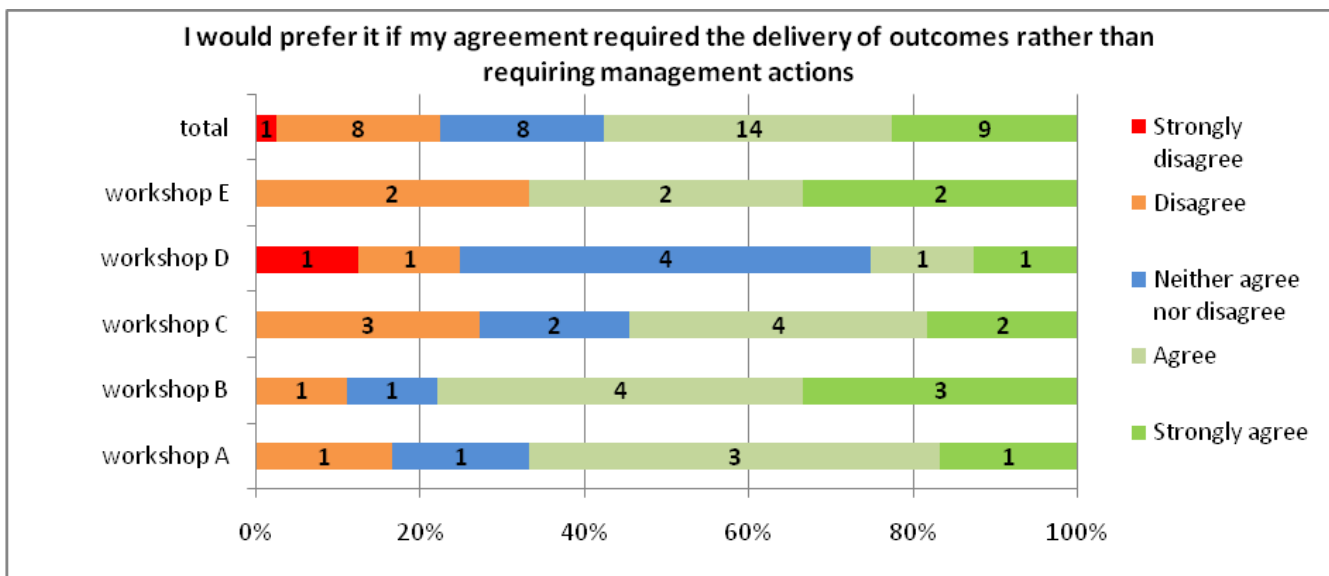


Figure 2 Question 2.3: I would prefer it if my agreement required the delivery of outcomes rather than requiring management actions

2.14 The issues raised during the workshop discussion do include a number of qualifications to this support for the approach. Most of these will be considered in more detail below; they include the following:

- Some agreement-holders felt that the approach would impact on resourcing decisions and make it harder to make a successful application.
- Some felt that it would impact on agreement targeting, since some outcomes could only be achieved by delivering threshold habitat areas and building links between agreements, meaning, in turn, that some potential applicants might lose out.
- Some were concerned that the approach has the potential to become very complex for delivery body and agreement-holders.
- Some would rather stick with the existing approach, acknowledging its limitations, because they feel it provides more security for agreement-holders.
- Some felt that complying with SSSI regulation may be made easier by this approach but that more clarity is needed on how this will operate in practice.
- Several participants were suspicious of Defra's motives for wanting to explore the approach, speculating that a desire to save money or pass on risk could be an influence.

2.15 While the level of engagement varied at each workshop and some of the key themes discussed were particular to the workshop or to landscape, farm and option types, there were no clearly discernable differences between workshops, in views about the approach in general, or in the degree to which the approach was welcomed. Views were more polarised within each workshop than they were between workshops, landscape, farm and option types.

2.16 NE and partner body respondents also indicated divergent views about the approach as a whole, but, overall, positive views were more cautious and qualified than those expressed by agreement-holders. Partner body respondents gave one clearly positive response, 10 qualified responses and six negative responses relating to the approach. NE respondents gave one clearly positive response, 14 qualified responses and 14 negative responses. Among the NE and partner body responses there are clear and strong views, both that the approach would help and that it definitely would not help to strengthen agreement-holder focus on outcomes.

Focussing on outcomes

2.17 The vast majority of consultees indicated positive views about the provision of a clear statement of aims, either for the agreement as a whole or, more specifically, for particular options or outcomes. Partner body respondents gave two clearly positive responses, two qualified responses and no negative responses. NE respondents gave 12 clearly positive responses, no qualified responses and two negative responses. In response to questionnaire question number 2.5 (Annex 9), 88% of agreement-holder respondents agreed that ‘a statement of objectives would help them to focus on what their agreement is intended to achieve’, with 12% neither agreeing nor disagreeing and none disagreeing.

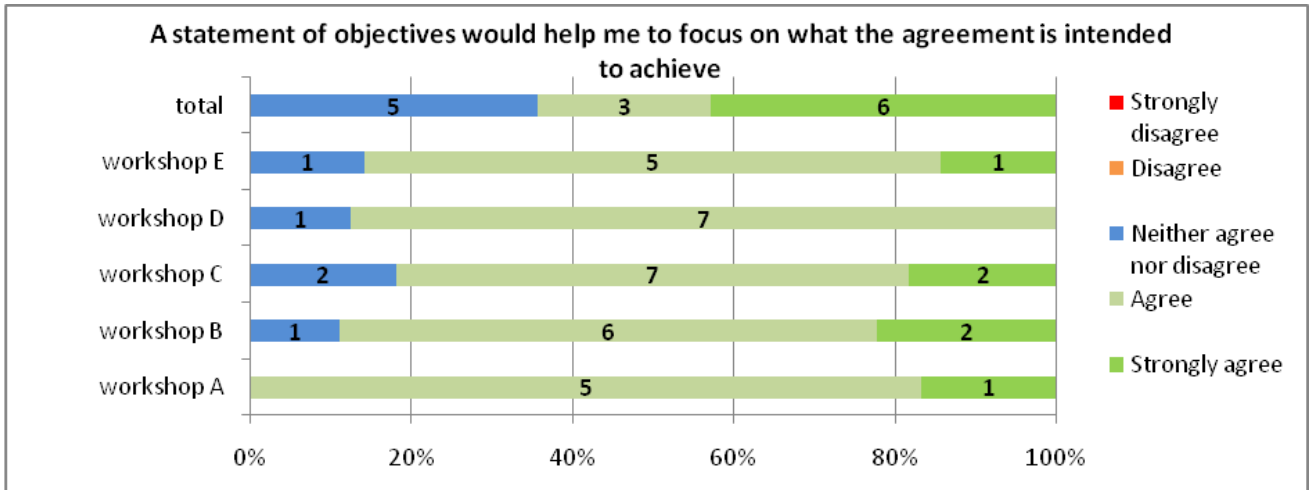


Figure 3 Question 2.5: A statement of objectives would help me to focus on what the agreement is intended to achieve

2.18 However, responses to question numbers 2.1 and 2.2 also indicate that a majority of agreement-holders think that ‘their current agreement provides clear information about its intended outcomes’ and that ‘they know how to judge if my management is delivering these intended outcomes on the ground’.

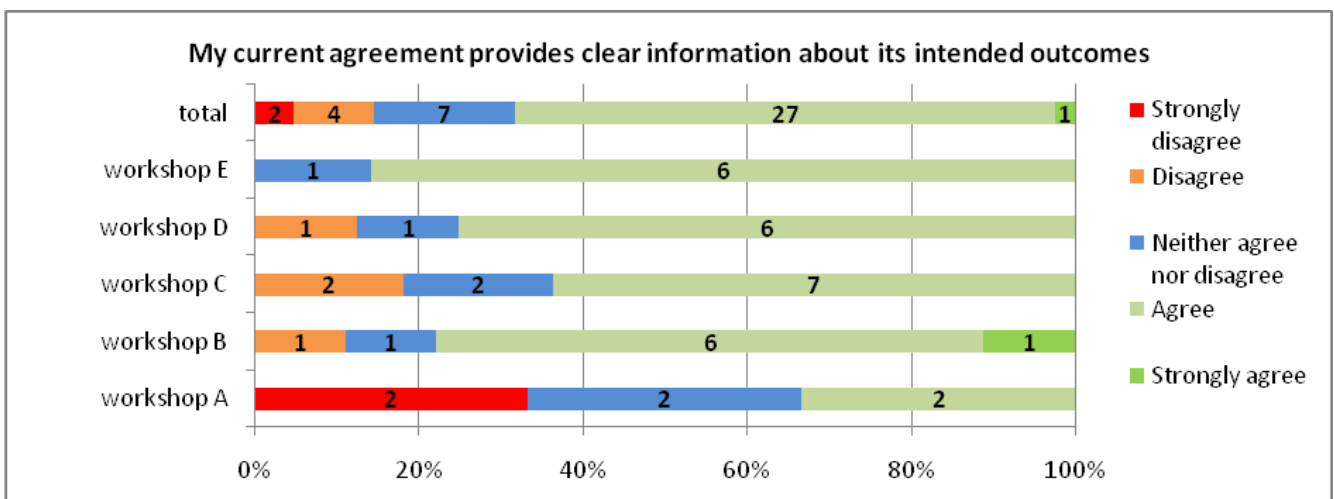


Figure 4 Question 2.1: My current agreement provides clear information about its intended outcomes

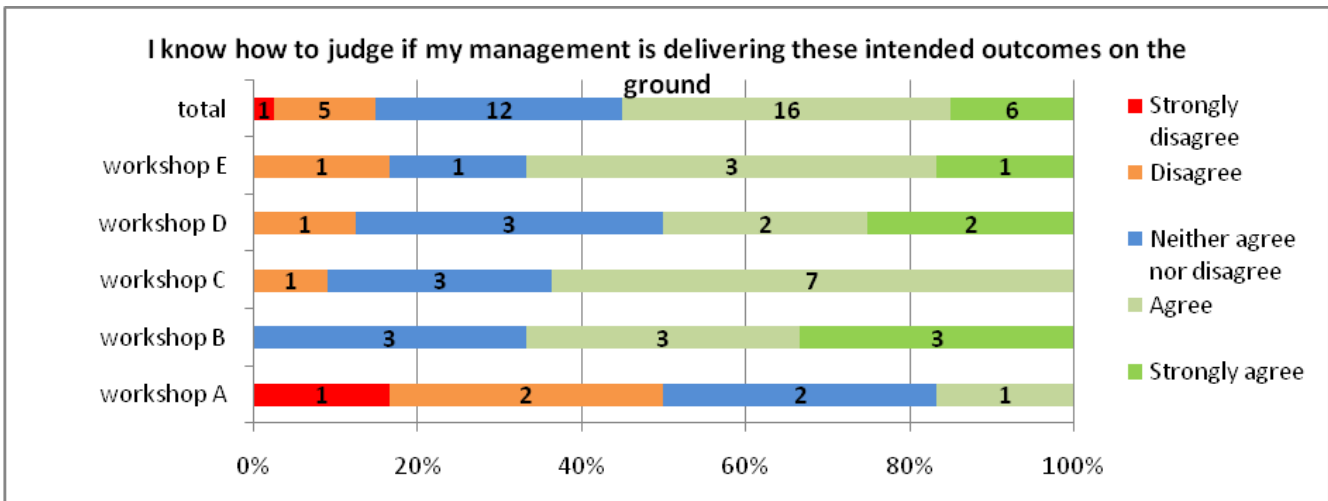


Figure 5 Question 2.2: I know how to judge if my management is delivering these intended outcomes on the ground

Views on the potential implications of the approach for agreement-holders

Flexibility for agreement-holders

- 2.19 NE and partner body responses present both positive and negative views about allowing agreement-holders more flexibility in the way outcomes are delivered. While it is acknowledged that flexibility may be welcomed by the majority of agreement-holders a number of significant concerns were raised.
- 2.20 Both NE and partner responses identify that more flexibility would increase risks for and the liabilities of agreement-holders as a result of outcomes not being achieved. A number of responses identify the need for greater clarity over inspection, accountability and financial penalties.
- 2.21 While agreement-holders are clearly in favour of greater flexibility, in response to questionnaire question number 3.1 (Annex 9), 95% of the 42 respondents indicating that they would like 'more flexibility over the management required on agreement land', they also identify concerns around risk and liability.

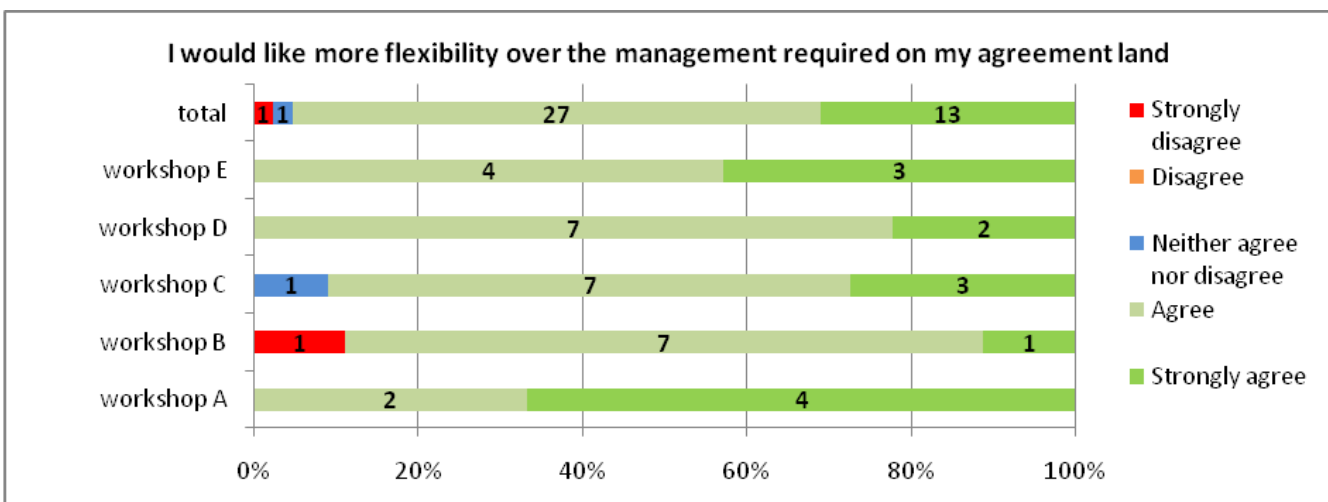


Figure 6 Question 3.1: I would like more flexibility over the management required on agreement land

2.22 The potential impact of allowing greater flexibility is indicated by the response to questionnaire question number 3.2 (Annex 9); 28% of the 42 respondents indicated that *'prescribing outcomes instead of management actions wouldn't make any difference to the way they manage their agreement land'*, while 38% indicated that it would make a difference and 33% were unsure.

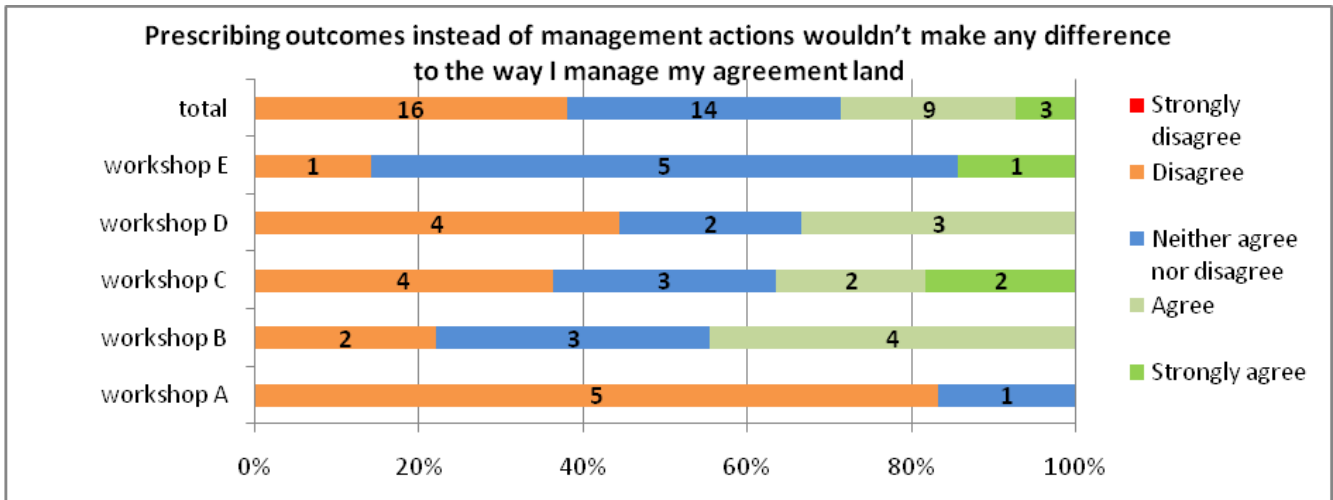


Figure 7 Question 3.2: Prescribing outcomes instead of management actions wouldn't make any difference to the way I manage my agreement land

Agreement-holder risk and liability

2.23 The following key concerns were raised by agreement-holders, during the workshop discussion, around risk and liability:

- That the approach transfers risk over the achievement of outcomes from the delivery body to agreement-holders. Following management prescriptions is a lot safer.
- That there would be potential reprisals and financial penalties if outcomes are not achieved by the end of the agreement term. The rules and processes for enforcement would need to be very clearly described and shared with agreement-holders.
- Outcomes and payments would need to be related to clear milestones during the agreement term to reduce the risk of financial penalties.
- There would need to be very clear safeguards and processes for identifying and taking account of factors beyond agreement-holder control.
- Some less scrupulous agreement-holders may take advantage of the loosening of control over day to day management with negative results that will reflect on all.

2.24 In response to questionnaire question number 4.1 (Annex 9), 71.5% of the 42 respondents indicated that, *'if agreements were to prescribe outcomes, they would be concerned about their ability to show that they had met the agreement requirements'*, with 19% indicating that they would not be concerned and 9.5% uncertain.

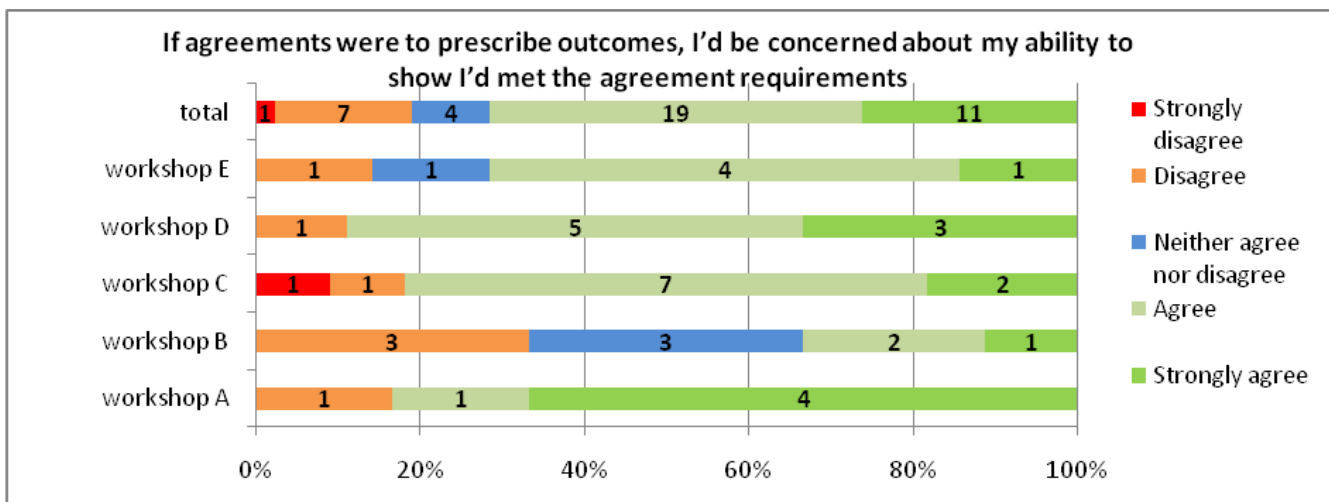


Figure 8 Question 4.1: If agreements were to prescribe outcomes, I would be concerned about my ability to show that I had met the agreement requirements

2.25 Particular concerns were raised by representatives from common land agreement groups that the approach would result in an unacceptable level of risk for individual group members, by making it very difficult to control the management actions of some members with potential serious implications for the group as a whole.

Setting outcomes

2.26 NE and partner bodies share the view that great care would need to be taken in agreeing baselines and setting outcomes during agreement development and that it would be necessary to tailor outcomes to the agreement and the agreement-holder. Some agreement-holders also had strong views about setting outcomes, many feeling that it would need to be a collaborative process, influenced by the applicant and allowing for a broad range of outcomes to be included.

2.27 This is drawn out in the agreement-holder workshop discussion, with the following key issues identified:

- Outcome setting would be the critical first step for a successful agreement and it would need to be a two-way process allowing for influence from applicants.
- Outcomes would need to be tailored at the holding and landscape level, taking local knowledge into account.
- For the approach to work well and be acceptable to potential agreement-holders, it would need to encompass a broad range of outcomes, including socio-economic and ecosystem services outcomes.
- The facility for outcomes to be adapted as agreements progress would be very important.

Presentation

2.28 NE and partner respondents felt that care would need to be taken over presentation and language to ensure accessibility for and the understanding of agreement-holders. Many responses relate to the need for greater simplicity in presenting agreement requirements, the use of less technical language and a reduction in the amount of information included in comparison to the templates and examples provided. However, these views are balanced by others identifying a need to be more explicit and provide sufficient information to allow a full understanding of the target outcomes and outputs and of agreement-holder liability.

Support provision

2.29 NE and partner body responses identified that the approach would require agreement-holders be provided with more and more regular advice and support. Placing greater emphasis on outcomes would mean that agreement-holders would need to be provided with more information about measuring outcomes and about the results of these measurements, so that they could understand if they were meeting the requirements. These issues will be returned to in **'Views on the way that the approach should be delivered'** below.

2.30 These views about the need for more support were shared by agreement-holders. In response to questionnaire question number 3.3 (Annex 9), 86% of the 42 respondents indicated that, if agreements were to prescribe outcomes not management actions, they would *'still feel the need for some non-mandatory management guidance'*; only 5% of respondents indicated that they would not need additional guidance and 9% were neutral.

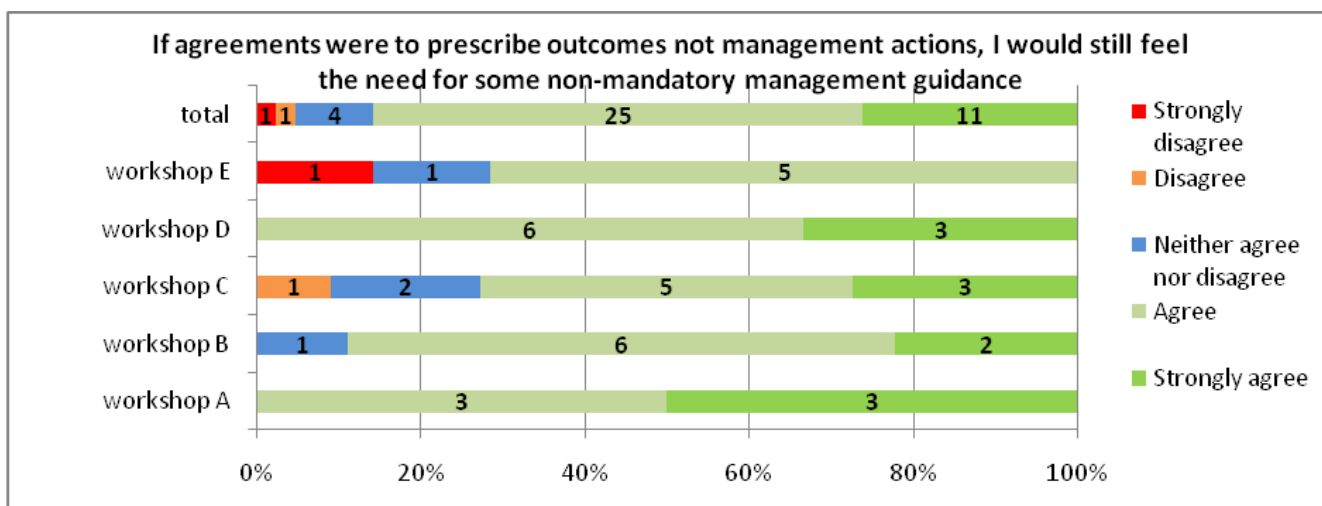


Figure 9 Question 3.3: If agreements were to prescribe outcomes not management actions, I would still feel the need for some non-mandatory management guidance

2.31 During the workshop discussion many agreement-holders expressed the view that some would not have the skills, knowledge and confidence to deliver to outcomes without clearly prescribed management actions and that most would need additional training, support, continuous development and resources. Some felt that facilitated group working would help with knowledge exchange and developing best practice.

Adapting agreements

2.32 NE, partner body and agreement-holder respondents all identified that a focus on outcomes would need to be translated into greater facility for changes to both outcomes and requirements during the agreement term, to allow for adaptive management.

Resources

2.33 Some partner bodies and agreement-holders also indicated that the issue of potentially higher delivery costs for agreement-holders would need to be addressed and that the greater demands on and risks for agreement-holders would also need to be reflected in higher payments.

2.34 Overall partner body and NE respondents gave eight responses identifying positive impacts on agreement-holders, four responses identifying qualified positive impacts and 14 responses identifying negative impacts.

Views on the potential implications of the approach for the delivery body

- 2.35 Consultees thought that many of the approach's implications for agreement-holders would also have impacts on the delivery body, including the issues around: flexibility, risk, outcome setting, presentation, support, information sharing, adaptation of agreements and payments referred to in '**Views on the potential implications of the approach for agreement-holders**' above.

Risks to biodiversity

- 2.36 Both partner body and NE responses identified that allowing agreement-holders more flexibility in the way outcomes are delivered, might also allow for more potentially damaging management actions. There might be difficulty in demonstrating these damaging effects conclusively in the short term, potentially within the agreement term. 12 of the responses relating to the approach in general and four responses relating to the potential impacts on the delivery body, raise concerns about the delivery of appropriate management and negative impacts on biodiversity.
- 2.37 Some agreement-holders also expressed similar concern during workshop discussion, indicating that some less scrupulous agreement-holders might take advantage of the loosening of control over day to day management with negative results that would reflect on all.
- 2.38 There are particular concerns around the fulfilment of NE statutory duties with regard to SSSI and to meet the Habitats Regulations (Habs Regs), these are returned to in more detail in Section 3 below.

Making the approach work

- 2.39 Partner body, NE and agreement-holder respondents all raised issues around the way the delivery body would need to operate to make the approach work well, including the following:
- The way agreements would need to be targeted, to allow some outcomes to be delivered at a landscape scale and to give confidence that outcomes can be delivered, affecting the spread of resources and potentially making it harder for some applicants to be offered an agreement.
 - The need to build partnerships and work more co-operatively with agreement-holders and with third parties.
 - The need to take account of local, agreement-holder and partner priorities in setting outcomes.
- 2.40 These ways of working are considered by respondents to have further implications for the provision of agreement-holder support, for monitoring and reporting and for resourcing. Agreement-holders made some perceptive and well informed comments during workshop discussion.
- 2.41 NE, partner body and agreement-holder respondents all indicated that the success of the approach is strongly dependent on close and regular monitoring. Many responses indicate that a regular programme of measurement and recording, throughout the agreement term would be critical to the success of the approach, with assessments of progress based on more than one measurement to take account of seasonal variation. This programme would need to be transparent and to involve agreement-holders. Monitoring information would need to be shared with agreement-holders.

Resourcing the approach

- 2.42 This has attendant resource issues; some suggesting that it would not be possible to deliver the approach successfully at current resource levels. Specific concerns around resources for monitoring and aftercare are raised in eight of the NE and partner body responses relating to the approach in general. Similar concerns were raised at the agreement-holder workshops. Detailed comments on monitoring and evaluation are considered in '**Views on the way that the approach should be delivered**' below.

More agreement-holder interaction

- 2.43 Many respondents felt that the approach would require more interaction between delivery body and agreement-holders on a regular basis and with a two-way flow of information, drawing in third parties where appropriate, to make it work, again with attendant resource issues. Linked to this would be a demand for increased support for agreement-holders and for more adaptation of agreements as evidenced in '**Views on the potential implications of the approach for agreement-holders**' above. Consequent demand for more support for and interaction with agreement-holders is raised in six of the NE and partner body responses relating to the potential impacts on the delivery body and through the agreement-holder workshop discussion.

Requirement for better baseline information

- 2.44 There are also a number of responses, particularly from NE consultees, raising concerns that the approach would require better baseline information than we can provide currently and around the difficulty of measuring some outcomes. This issue is raised in 11 of the NE and partner body responses relating to the potential impacts on the delivery body and, again, through the agreement-holder workshop discussion. Some agreement-holders see a need for better integration between scheme delivery and formal compliance checking if the approach is to work; *'there would need to be better integration between the delivery body and the inspection body to ensure that inspections are fit for purpose and focussed on the outcomes being met'*.

Knowledge, skills and confidence

- 2.45 These and other responses indicate a need for the delivery body staff to have better knowledge, skills, confidence and resources than they do currently. The need for an improvement in delivery body skills was raised by NE, partner bodies and agreement-holders.
- 2.46 Overall partner body and NE respondents gave eight responses identifying positive impacts on the delivery body, 11 responses identifying qualified positive impacts and ten responses identifying negative impacts.

Views on the way that the approach should be delivered

An optional approach

- 2.47 Agreement-holder respondents in particular expressed the view that the approach should be optional, providing a choice of outcome based prescriptions or management prescriptions and that it should carry additional payment. This view was shared by some partner body respondents, who also felt that the approach may only be appropriate to some scheme options.

Agreement payments

- 2.48 Agreement-holder, partner body and NE respondents all identified issues around financial rewards, payment setting and the approach in general. These include the following:
- An outcome focus would be welcomed but not payments based directly on outcomes.
 - Payments might need to be higher to reflect the additional responsibility required in delivering an outcome. Related to this, payments should be graduated to reflect the difficulty of outcome delivery.
 - It may not be possible to provide sufficient incentive to meet the costs of delivering some outcomes.
 - It would be best if payments could be made against specific milestones to give agreement-holders more security.
 - It could result in agri-environment schemes becoming a less reliable income source for agreement-holders and less attractive as a result.
 - It will be difficult to demonstrate the contribution made by individual parties to multi-party and common land agreements and consequently, to justify payment splits.

- It would be even more important for the delivery body to try to ensure that payment went to party actually carrying out management.
- It would be good idea for the scheme to include payments for agreement-holders to help measure outcomes.

What would work best

2.49 As suggested in ‘**Views on the potential implications of the approach for the delivery body**’ above, consultees also raised issues around scheme targeting and related outcome setting, indicating particular circumstances where they felt the approach might be most appropriate. Some think that, in order to achieve some outcomes targeting will need to be carried out at a landscape scale. Many felt that the approach would work best if outcomes could be tailored to local environmental conditions and priorities to provide more clarity to agreement-holders and give them more ownership of the intended outcomes. Several NE respondents saw this as a potential benefit of the approach with 12 NE responses in support of the approach related to flexibility and local focus in targeting and outcome setting. Agreement-holders also identified this as a potential benefit of the approach through issues raised during workshop discussion.

2.50 Many of the issues raised by agreement-holders, partner body and NE consultees relate to the way the approach would need to be monitored and assessed for it to be delivered successfully. In addition to the general issues recorded under ‘**Views on the potential implications of the approach for the delivery body**’ above, around the need for accurate baselines, frequent monitoring and reporting and for interaction with agreement-holders, the following views were expressed in NE and partner body responses and during agreement-holder workshops about the way monitoring should be delivered:

- It would be very important to have a transparent process which agreement-holders could contribute to, to agree the extent to which outcomes have been delivered.
- Regular measurement of outcome milestones and provision of regular updates from the delivery body on progress towards objectives would be very important.
- Achievement of outcomes would need to be assessed against a series of measurements to take account of natural variation in seasons and natural systems and over a sufficiently long period to take account of both the baseline and the likely pace of change in condition.
- Assessment would be particularly difficult where there is a wide gap between baseline and target feature condition, requiring significant changes in management over a long time period.
- The monitoring data would need to inform ongoing discussion between the delivery body and agreement-holders over management and progress towards objectives with the aim of informing adaptive management and providing a feedback loop.
- Baseline management would need to be recorded at the start of the agreement and records of management actions would need to be maintained to inform adaptive management.

Involving third parties

2.51 Several agreement-holders identified that the approach opens up opportunities to buy in third party support, advice, monitoring and analysis which could be funded through scheme payments; some welcomed this strongly as providing an opportunity for impartial advice and information to aid agreement-holders in negotiation with the delivery body.

How the approach should be presented

2.52 Many issues were raised by NE and partner body consultees around presentation of the approach and the information that agreement-holders might want in order to understand and have confidence in the approach.

2.53 Approximately one third of NE and partner body responses indicating negative views about the approach, raise the issue that it does not result in greater simplicity or reduced prescription and that the templates and examples provided do not demonstrate a significant or sufficient change

from the approach taken in ESS agreements. The responses received in relation to the language used to describe delivery requirements in the revised and example documents are overwhelmingly negative.

- 2.54 The response to questionnaire questions 16 and 17 includes only three individual responses indicating no concerns with the presentation of management actions and outputs and the language used, one qualified response indicating that presentation needs to be simplified and 13 responses indicating concerns. All but one of these concerns were raised by NE respondents.
- 2.55 However, as the text used to describe delivery requirements was taken from existing HLS option templates and modified as little as possible, mainly to remove management prescription, these comments are informative but do not reflect directly on the trial. It is perhaps more relevant that a number of responses raise concerns that too much management prescription has been removed and that this will not only allow for damage to environmental features but will confuse agreement-holders and leave them uncertain about what is expected of them.
- 2.56 Some agreement-holders also expressed the view that the example documents do not present a significantly different approach from ESS, particularly those with existing agreement which present only minimal management prescription.

What information to provide

- 2.57 Among NE and partner body respondents, a majority were of the opinion that agreement-holders would not want or need all the information provided in the example documents. The response to questionnaire question 8 includes only one response indicating that all the information in the example documents would be needed, 16 responses indicating that the information provided needs to be modified and or reduced and two unqualified responses indicating that not all the information provide is needed.
- 2.58 Many respondents acknowledged that, balancing the need to ensure that agreement-holders are fully informed about what is expected of them, with an equal desire for brevity and simplicity is difficult. In general there is a plea for more simplicity. Seven Natural England and partner body respondents gave views supporting the provision of baseline information to agreement-holders, five supported its provision but with reduction and simplification and two felt that agreement-holders would not want this information. Seven Natural England and partner body respondents gave views supporting the provision of information to agreement-holders on the measurement of outcomes and measurement methodologies, ten supported its provision but with reduction and simplification and six felt that the information would be inappropriate for or not needed by agreement-holders.
- 2.59 Agreement-holders, both during workshop discussion and in questionnaire responses, indicate an appetite to be provided with more information about the condition of agreement features, their monitoring and evaluation. In response to questionnaire question number 5.3 (Annex 9 – page 132), they responded that they would need more information about the following issues if agreements were to prescribe outcomes not management actions.

Table 2 If agreements were to prescribe outcomes not management actions do you feel that you would need more information about the following issues?

If agreements were to prescribe outcomes not management actions do you feel that you would need more information about the following issues?	% responding...	
	Yes	No
Target features	76.5	23.5
The current condition of target features	88	12
How feature condition and agreement outcomes are measured	91	9
When feature condition and agreement outcomes are measured	88	12
What feature condition the agreement is expected to achieve	85	15

2.60 This suggests a difference in perception between agreement-holders and NE and partner bodies. Responses to questionnaire question number 5.1 (Annex 9 – page 130) emphasise this, by indicating that some agreement-holders would also like more information to be provided about the features which their current ESS agreements are designed to benefit and about their target condition.

Table 3 Is the amount of information provided in your current agreement about the following issues...

Is the amount of information provided in your current agreement about the following issues.....	% responding...		
	too much	just right	too little?
Target features	3	73	24
The current condition of target features	8	57	35
How feature condition and agreement outcomes are measured	6	38	56
When feature condition and agreement outcomes are measured	5.5	39	55.5
What feature condition the agreement is expected to achieve	11	64	25

3 SSSI regulation and the Habitats Regulations

The issues

- 3.1 SSSI regulation staff have raised substantial concerns about reconciling the approach with the requirements of SSSI legislation and the Habitats Regulations. The legislation could impose significant restraints on the way we might implement the approach.
- 3.2 NE has statutory duties under SSSI legislation and the Habitats Regulations. Under the SSSI legislation, when NE enters into an agri-environment agreement with an SSSI owner or occupier, the agreement document provides formal consent to carry out the activities it requires of the agreement-holder(s). Under the Habitats Regulations NE is required to carry out an appropriate and detailed assessment of the implications of the requirements it includes in agri-environment agreements on SSSI, SPA and or SAC. This assessment must establish whether the agreement requirements undermine the Conservation Objectives for the site using the precautionary principle and taking all interest features into account.
- 3.3 If we were to present agreement requirements as outcomes, or outcome indicators, such that the agreement and consent did not control all aspects of management activity, or screen out all potentially damaging management, we would not be meeting these statutory duties in full.
- 3.4 Initial consideration has been given to the possibility of building an appropriate assessment into the early stages of agreement development, ensuring that all interest features are considered and that all the conservation objectives are covered when setting agreement outcomes. This would mean that, on SSSI, SPA and or SAC agri-environment agreement outcomes would be expressed primarily in terms of the conservation objectives. This would have the advantage of focussing on these objectives, but have the considerable disadvantage of leaving management actions to be consented as a separate process. For agreement-holders this would mean a frustrating and potentially confusing, two-stage process, requiring that they follow-up their agri-environment agreement with further discussion with NE around their intended management actions. In practice it may not allow for increase in flexibility over the way they deliver management. For NE it could add to resource requirements and increase the complexity of processes. NE Regulation colleagues have indicated significant doubts that this approach would practical or enable NE to meet its statutory obligations.
- 3.5 The preferred option would be to include enough information in the description of agreement requirements to allow:
 - prediction of the likely management actions with sufficient confidence;
 - a judgement on the implications of the formal consent provided; and
 - an appropriate assessment to be made.

Accommodating the approach

- 3.6 Initial consideration of the issues with NE Regulation colleagues indicates that it may be possible to accommodate an approach for agri-environment agreements which includes less management prescription and presenting agreements in terms of outcomes and still meet statutory requirements.

- 3.7 NE Regulation colleagues also feel that the approach does have the potential to improve focus on and delivery of designated site outcomes. This could include improve delivery body focus as well as agreement-holder focus.
- 3.8 This would involve setting quite detailed outputs and outcomes based on the Common Standards Monitoring criteria for assessing SSSI condition and incorporating the Conservation Objectives for the SPA and or SAC, the SSSI and the SSSI unit(s) included in the agreement. For many designated areas, particularly where the baseline condition at agreement offer is a long way from meeting favourable condition, it would also be necessary to describe detailed interim milestones. For the most part this would require more detail and clarity than provided in the example documents use for the project consultation.
- 3.9 NE Regulation colleagues have raised a number of caveats; most are similar to those raised by other project consultees:
- Agreement-holders would be working to an agreement requirement which describes what interest features should be like rather than management actions. This means that, if the agreement requirements are not met they would be in breach, not only of their agreement but also of their formal consent. This would greatly increase uncertainty and risk for agreement-holders. It would also increase risk for the delivery body.
 - The approach would significantly increase the requirement for detailed baseline data, regular measurement and reporting and a detailed assessment at the end of the agreement term. As a consequence it would also entail more engagement with agreement-holders and with any auditing bodies (currently the RPA). Both would have consequent resource implications. We could only deliver the approach on designated sites where we had a realistic expectation of meeting this requirement.
 - For many sites applying the approach would require better description of the Conservation Objectives for the SPA and or SAC, the SSSI and the SSSI unit(s) than is currently available, again with resource implications.
 - We would need more clarity about the intended process where requirements are not met. We would need to be prepared to justify our assessments following a decision that the requirements had not been met and this could involve lengthy disputes and, potentially, legal action. We would also need tight and clear rules to account for factors outside the agreement-holder's(s) control which might have affected the delivery of outcomes.
 - Delivery body staff would need to be highly skilled to deliver the approach; for NE currently this would require training and support for some staff.

What agreement-holders, partner bodies and NE consultees have told us about designated sites

- 3.10 NE consultees with experience of working on SSSI clearly identify the need for significant improvement in explaining to agreement-holders what the agreement means for their legal responsibilities as SSSI owner/occupiers. During workshop discussion, some agreement-holders felt that complying with SSSI regulation may be made easier by this approach, but that more clarity is needed on how this will operate in practice.
- 3.11 In response to questionnaire question number 5.2 (Annex 9), the views of the 21 respondents with SSSI land were evenly split, 48% indicating that their current agreement provides them with the 'right amount of information about the way agreement assessments fit with the assessment of your SSSI land' and 52% indicating that it does not.
- 3.12 Agreement-holder, partner body and NE respondents generally support the provision of more information on the link between agri-environment agreements and statutorily designated areas. In response to questionnaire question number 5.4 (Annex 9), 89% of the 19 respondents with SSI

land indicated that there would be a 'need for more information about the way agreement assessments fit with the assessment of your SSSI land' if the approach were to be adopted.

4 Key opportunities and challenges identified by the project in relation to the intended benefits of the approach

Encouraging greater understanding of and focus on intended agreement outcomes

- 4.1 Consultation has indicated that there is a strong interest among agreement-holders in understanding and achieving agreement outcomes, linked to an appetite for better information and more engagement with the delivery body about outcomes. Agreement-holder, partner body and NE consultees all support a stronger focus on outcomes and a clarification of agreement aims. Some have expressed the view that a stronger focus on outcomes would translate into better delivery of outcomes.
- 4.2 Discussion has indicated that it is not only agreement-holders who need a stronger focus on outcomes. Scheme delivery, agreement development and administration would also benefit from more clarity over intended outcomes and continued focus throughout the agreement term.
- 4.3 Agreement-holder responses indicate that many are aware of their public image and would like to be able to demonstrate more clearly and publicise their successes in delivering public goods in return for agreement payments.
- 4.4 Consultation also indicates a desire among some agreement-holders for more information about and engagement in the monitoring of outcomes. In part, this interest is based on a desire to be able to adjust agreements and to tailor management as agreements progress; in addition to improving the delivery of outcomes this might also release agreement-holders from unnecessary restriction.
- 4.5 Consultation has highlighted a number of issues around scheme targeting and the setting of outcomes. Many consultees have identified careful and considered outcome setting as critical to the success of the approach, with a need for tailoring to local conditions, the agreement and the agreement-holder. Agreement-holders have demonstrated an understanding of the link between scheme targeting and a focus on outcomes; identifying the potential need to take account of mobile species, geographical thresholds and linkage between agreements for an outcome focussed approach to be successful. Agreement-holders have also made clear statements that the approach would not work unless outcome setting was undertaken in a co-operative way, working with stakeholders and applicants to share priorities. This may well involve compromise on the part of the delivery body and Defra.
- 4.6 Consultees have highlighted a need to improve the way agreement objectives are linked to designated site objectives, with better information and guidance about legal responsibilities for agreement-holders with designated land. NE regulation specialists support this view but have also indicated that there is a need to improve the way conservation objectives are described to facilitate this linkage, again with resource implications.
- 4.7 To provide sufficient clarity, particularly where agreement features will need a substantial improvement in condition to meet longer term aims, it will be necessary to describe outcomes in terms of interim milestones.

- 4.8 A focus on outcomes could form part of scheme design for the next Rural Development Programme with or without the provision of greater flexibility of management actions and the expression of agreement requirements as outcomes or outcome indicators. Consultation suggests that this would still be welcomed.
- 4.9 However, the potential value of a stronger focus on outcomes is strongly dependent on the delivery body's ability to monitor, evaluate, record and disseminate information about the achievement of outcomes and on the ability to engage more closely with agreement-holders. It would be counter-productive to introduce an emphasis on outcomes to agreements without the ability to follow-through.
- 4.10 This dependency on monitoring would be matched by a need for better baseline information than we can currently provide.

Recommendations based on project findings, for encouraging understanding of and focus on intended agreement outcomes

- 1) A focus on outcomes should form part of scheme design for the next Rural Development Programme, with or without the provision of greater flexibility of management actions and the expression of agreement requirements as outcomes or outcome indicators.
- 2) In order to inform and enable successful adoption of an outcome focus, an assessment should be made of the resource required for the improvement of: baseline information, monitoring and reporting of outcomes and related engagement with agreement-holders.
- 3) An approach should be developed for setting outcomes, taking account of the way this will sit within scheme targeting and designated site conservation objectives and of the contribution that stakeholders and agreement-holders will be able to make.

Giving agreement-holders more freedom in how they deliver outcomes

- 4.11 The majority of agreement-holders involved in the trial would strongly welcome more freedom in the way that they can deliver outcomes. Some expressed the view that it would improve their ability to deliver outcomes by allowing them to use their experience and judgement and respond to weather conditions and seasonal variation.
- 4.12 However, consultees were also quick to identify a consequent increase in uncertainty and risk for agreement-holders. This concerned some agreement-holders to the extent that they stated a strong preference for retaining management prescriptions, because they feel that they provide more security.
- 4.13 Concerns centred around potential reprisals and financial penalties if outcomes or outcome indicators are not achieved by the end of the agreement term, with most expressing the view that rules and processes for enforcement would need to be very clearly described and shared with agreement-holders. Similarly, there would need to be very clear safeguards and processes for identifying and taking account of factors beyond agreement-holder control.
- 4.14 On SSSI, potentially, if the agreement requirements are not met, agreement-holders would be in breach, not only of their agreement but also of their formal consent.
- 4.15 Some common land agreement-holders and NE consultees were of the opinion that the approach would result in an unacceptable level of risk for individual members of group agreements, by making it very difficult to control the management actions of some members with potential serious implications for the group as a whole.

- 4.16 Consultees felt that some agreement-holders may take advantage of more freedom over day to day management with negative results that will reflect on all. In addition, allowing agreement-holders more freedom might also allow for damaging management actions, even where agreement-holders have a strong commitment to delivering outcomes.
- 4.17 This uncertainty and risk re-enforces the strong need, identified in '**Encouraging greater understanding of and focus on intended agreement outcomes**' above, for regular monitoring and reporting, for the reassurance and security of both agreement-holders and the delivery body. On designated sites in particular there may be occasions when decisions that the requirements had not been met are contested, so that good data and a robust auditing process would be needed.
- 4.18 There may also be a need to keep records of the management carried out for reference in making decisions about adaptive management or to understand why outcomes are not being delivered despite the agreement-holder's best intentions.
- 4.19 A majority of agreement-holders also felt that they would want to be provided with additional, non-mandatory management advice and that many would need support and training to help them deliver outcomes. Discussion at the workshops identified the benefits of facilitating agreement-holder groups to make it easier to offer training and advice, for mutual support and sharing best practice.
- 4.20 Allowing more freedom for management actions appears to have the potential to improve both focus on and the delivery of agri-environment outcomes. However, the benefits would only be realised if this was coupled with a stronger focus on outcomes and translated into clearly defined outcome indicators. Currently the desire for and benefits around greater freedom are balance against the risks. More clarity is needed about the intended process where requirements are not met, or where they are affected by forces outside the agreement-holder's control, before allowing more freedom to deliver can be considered further.

Recommendations, based on project findings, for allowing more freedom in the way that outcomes are delivered

- 1) Before greater freedom of management action can be pursued, further work should be carried out to develop an approach for auditing, enforcement, financial penalties and for identifying and taking account of factors beyond agreement-holder control.
- 2) In order to inform decisions on allowing more freedom of management action, assessment should be made of the likely resource requirement for ongoing agreement-holder support, including the provision of non-mandatory management guidance and of the best means of delivering this support.

Pushing options and agreement requirements in the direction of being defined by outcomes or outcome indicators

- 4.21 The development of the example agreement documents and the feedback received in relation to these examples, suggests that agreement requirements would still need to include some management prescription and that they would need to be described more in terms outcome indicators or outputs than of outcomes themselves. Also, that there would be some intended outcomes which it would be important to identify in agreement documents and to monitor progress towards, but which could not be described as agreement requirements because they are not sufficiently within the control of agreement-holders.

- 4.22 The way agreement requirements are described proved to be quite contentious, with a wide range of views expressed; some of these were relatively unfocussed on the aims of the approach. Many consultees expressed a desire for simplification of the way in which agreement requirements are described. Some consultees felt that the examples did not demonstrate sufficient difference from existing HLS agreement documents. Many felt that the examples were too prescriptive, but a similar proportion felt that they did not describe requirements clearly enough, or acknowledged that reducing prescription while proving clarity is difficult.
- 4.23 The need for description of agreement requirements to be sufficiently detailed to allow formal SSSI consenting and appropriate assessment under the Habitats Regulations, would be, of necessity, the key factor determining the way that agreement requirements are described. Similarly, the wording of this description would need to be verifiable by the body carrying out agreement audits, an issue already clearly identified by the Rural Payment Agency.
- 4.24 The fact that these requirements would dictate the final content and appearance of agreement requirements, means that it might be very difficult to also meet the desire for simplicity. Management prescription can be reduced and minimised, but it would need to be replaced by prescription of the outcome indicators. It is likely that this would need to include interim milestones and, on designated sites, sit within conservation objectives.
- 4.25 The examples provided proved to be unpopular and consultees have indicated the need for further development of the way outcome indicators and outcomes might be prescribed.
- 4.26 In conjunction with this, more clarity needs to be developed around the difference between the proposed approach and payment by results. During the development of the project, in 2011, a clear decision was taken that directly linking agri-environment payments to the delivery of outcomes would not be practical. However, if agreement requirements are to be described in terms of outcome indicators and outcomes, monitored, audited and, potentially, followed up by enforcement action, the extent to which the proposed approach differs from a payment by results approach needs further development and greater clarity.
- 4.27 These conflicting viewpoints, potential difficulties and the issues they raise illustrate that defining outcome indicators and describing agreement requirements is going to need careful consideration and attention to detail. Our ability to define and describe them clearly will have an impact on outcome focus. It will be even more critical in determining the extent to which freedom can be allowed for management actions. This means that further development of the way outcome indicators and outcomes might be prescribed is needed in order to inform decisions on the way we can pursue the approach as a whole.

Recommendations, based on project findings, for pushing agreement requirements in the direction of being defined by outcomes and outcome indicators

- 1) In conjunction with recommendation 4), the approach and level of detail needed to define outcome indicators and agreement requirements should be further developed, with close involvement from specialist in designated site regulation and in agreement inspection and auditing.

Other issues identified by the project around delivery of the approach

- 4.28 While some consultees strongly expressed the view that agreement-holders should be able to choose between agreement requirements prescribed by outcome indicators or management actions, it is doubtful that this choice could be provided given the complexity, potential for confusion and resource requirements it would entail.

- 4.29 The development of example agreement documents gave no clear indication that a particular set of options might be most suitable for delivery through outcome indicators. In discussion, some have assumed that current HLS options which have less management prescription might be more suitable for delivery in this way. However, while consultees did not express very strong views about the suitability of different options for delivery under the proposed approach, some of the most positive views about the approach in general were provided by agreement-holders with relatively complex options and existing prescriptions.
- 4.30 Agreement-holders and partner bodies raised issues around agreement payments, indicated that there may be higher delivery costs for agreement-holders as a consequence of greater demands and risks and that this would need reflecting in higher payments. However, discussion at the workshops did indicate enthusiasm for the approach from agreement-holders for a variety of other reasons.
- 4.31 Linked to the issue of agreement payments some concern was expressed that the approach might lead to a concentration of agreement funding in areas where key outcomes could be met, making the scheme less available to all. This is related to recommendation 3).
- 4.32 Some also identified a role for third parties in facilitation, support, monitoring and even independent verification of agreements, with the suggestion that this should be funded through the scheme.

Recommendations, based on project findings, around delivery of the approach

- 1) Before the approach can be pursued, in conjunction with recommendations 2) and 5), the potential for higher delivery costs needs assessing.
- 2) It would be best to apply the same approach to all agreement-holders and scheme options.
- 3) Consideration should be given to providing funding to engage third parties in providing support for agreement-holders.

Annex 1 NE and partner body brief and questionnaire

Less management prescription, more outcome focus project consultation

The project

This project is part of the Making Environmental Stewardship More Effective (MESME) project. Its aim is to contribute to the development of an approach for agri-environment agreements which: minimises the use of management prescription, provides a strong focus on agreement outputs and outcomes and allows agreement-holders flexibility in the way that they deliver these outputs and outcomes. It is intended that the project will inform Natural England's CAP 2014 development work, by indicating: how the approach might work, what it might mean for agreement-holders and agreement outcomes and how it might be presented to agreement-holders to engage them and provide clear information about what is expected of them.

To help focus discussion and comment, revised agreement schedules have been drafted. The aim is for these schedules to present:

- clear information on the agreement aims for the land covered by the schedule;
- clear information on the environmental features to which the aims apply, their baseline condition and the way condition will be measured to demonstrate if the aims have been met;
- minimal management prescription, limited to a small number of essential requirements;
- clear information on the outputs agreement-holders need to deliver and where they should be delivered, with unambiguous and enforceable output milestones;
- information on all the indicators which will be measured to demonstrate success; and
- appropriate information on or links to measurement methodology.

This consultation

The purpose of this consultation is to gather views on the approach, to inform our thinking and guide its development. Views are being gathered from Natural England delivery staff, partner bodies and agreement-holders.

Comments are welcome on all aspects of the project: the concept, what will work well or will not work well, what agreement-holders will need to enable them to focus on outcomes and understand what is expected of them, how information should be presented, the detail of the example documents and any other issues which you feel would contribute to a successful move to reduced focus on management prescription and increased focus on agreement outcomes.

While not wishing to constrain the comments you provide, there are particular issues which we would like your views on. The purpose of this note is to explain these issues and pose a number of questions which it would be helpful if you can answer. These questions are based around the layout and content of the revised agreement schedules as a means of demonstrating how the approach might be expressed in practice.

The accompanying documents

The accompanying folder of agreement documents contains revised template schedules for three options currently included in Higher Level Stewardship (HLS), together with fictitious example schedules to indicate how these templates might be adapted to form part of an actual agreement document.

For comparative purposes the folder also includes existing HLS management prescription templates for the same three options and management prescriptions for these three options from live HLS agreements with all identifying references removed.

The steering group chose to focus on three options which span landscape, habitat, feature and farm types, upland and lowland and offer a range in complexity of management prescription (in the case of the existing templates and live agreements) and intended outcome (in the case of the revised templates and fictitious examples). They are:

- HF12 – Enhanced wild bird seed mix plots.
- HK7 – Restoration of species-rich, semi-natural grassland.
- HL9 – Maintenance of moorland.

This does mean that you will have a number of documents to look at, but we hope that you will be able to take the time to read, consider and compare these documents before giving your views and responding to the issues raised below.

The revised templates examples are based on existing option templates with whole or part prescriptions removed where we feel the specified management actions are not essential. The remaining wording for delivery requirements is as it is in the current templates. This is because we think that it is not the project's role at this point to revise the technical detail of prescription wording for habitat management, but to think about focus.

As stated above, our intention in providing revised agreement schedules is to give a focus for considering the issues. As it is too soon to know what agreements, IT systems and agreement documents will be like in the next programme we would like you to concentrate on the approach and the issues rather than on agreement documentation for a future scheme.

Please give your views on the following issues

Focussing on outputs and outcomes

In general, what do you think will be the positive and negative impacts on agreement-holders of minimising management prescription and providing a strong focus on agreement outputs and outcomes? For example, impacts on: flexibility of delivery, responsibility and accountability.

Similarly, what do you think the positive and negative impacts might be on the delivery body, again, affecting, for example, flexibility, monitoring, feedback and support requirements?

How easy do you think it will be for agreement-holders to understand the approach?

Summarising the agreement aims for each agreement land area

To provide a focus on outcomes we feel it will probably be important to state what the summary aims of the agreement are. This statement of aims would be in addition to the statement of Delivery Requirements and Indicators Of Success (IOS) to be set out in each agreement schedule.

How important do you think it is to provide the agreement-holder with an additional overview statement or summary of the agreement aims?

Do you think summary aims should be presented for the agreement as a whole or against each agreement schedule?

Do you think that summarising the agreement aims could lead to confusion over the relationship between the more detailed delivery requirements and IOS and the aims?

The information provided to agreement-holders

We feel that, in order to understand the agreement aims agreement-holders will need to understand what the target features are, what their current condition is and what IOS will be measured. They will then need to know how this translates into what is expected of them. They may also wish to know how and when outputs and outcomes will be measured.

The revised template and example option schedules present information on:

- 1) the location and extent of the option;
- 2) summary aims;
- 3) relationship with statutory requirements (eg SSSI, scheduled monuments);
- 4) environmental features, their extent, location and baseline condition;
- 5) delivery requirements, management actions and outputs;
- 6) outcomes or indicators of success; and finally
- 7) how outputs and outcomes will be monitored and reported.

Do you think that there is other information that should be presented to agreement-holders and what is it?

Do you think that agreement-holders do not need all of this information and that some of it might be off-putting or confusing?

Do you think the issues are presented in the best sequence to achieve clarity; if not what sequence do you think they should be present in?

We have more detailed questions below on what information to present to agreement-holders and how best to present it.

Other presentational issues

Several options presented together or several agreement schedules covering a single land area?

Currently agreement management prescriptions are ordered in the agreement document by option, the prescription is then subdivided as necessary where management requirements and Indicators Of Success (IOS) need to be varied on different land areas covered by the same option. More than one option or supplement can apply to the same land area, in which case the management requirements for each option are presented separately and a land area can be covered by a number of management prescriptions.

In order to achieve a focus on outcomes which of the two approaches presented below do you think will be more effective?

- To retain the current approach and define outcomes and outputs separately for each option so that a number of layered schedules may apply to the same land area.
- To define outcomes and outputs for a number of options on the same schedule where they will apply to the same land parcel, as suggested in the examples provided.

Locating the land to which the agreement option and schedule applies.

An agreement schedule might apply to a number of entire and part Rural Land Register (RLR) land parcels, which may or may not: be defined by field boundary structures, sit alongside other agreement land covered by different agreement schedules.

How important is it to identify the land area on each agreement schedule?

Do you think that this should be done by listing RLR parcels, marking on the agreement map or both?

Baseline information and measuring outcomes

Currently, for HLS agreements, the baseline information against which agreement outcomes are measured is defined by FEP condition categories and, for some SSSI agreements, by SSSI condition status. These baseline systems are not synchronised but on SSSI the SSSI condition status will take precedence. The revised template and example option schedules is based on this current categorisation.

Do you think it is useful for agreement-holders to be provided with baseline information for the features which are the focus of the schedule?

Is it important to cross reference this baseline information with summary aims?

How important is it to provide information on when, who and how outputs and outcomes will be measured?

How much detail should be provided on the methodologies that will be used to measure outputs and outcomes; do you think that the level of detail provided in the example schedules is about right, or should there be more or less detail?

Do you think that the example schedules demonstrate the difference between features, summary aims and delivery requirements or indicators of success? If you think they do not, how do you think this can be demonstrated more effectively?

Delivery requirements

The aim in presenting delivery requirements on the revised template and example option schedules has been to include only essential management prescriptions and outputs. These are based on the requirements described in existing HLS management prescription templates and the language used has been changed as little as possible. The purpose of this consultation is to look at the concept, level of detail and communication to the agreement-holder rather than the technical requirements for habitat management, which will need reviewing at a later stage.

Do you feel that the presentation of management actions and outputs in the revised and example documents raises any particular concerns about the approach as a whole?

Do you have any specific issues with the language used to describe the management actions and outputs in the revised and example documents?

Do you think that agreement-holders will have issues and concerns over verifiability of delivery requirements and outputs and over potential enforcement?

Statutory designations

On an SSSI an HLS agreement document constitutes a formal consent, issued by NE, to permit the SSSI land owner and/or occupier to carry out any prescribed management activities within the SSSI.

How important do you think it is that the agreement document explains the relationship between the HLS agreement and the SSSI legislation and explains the SSSI owner occupier/agreement-holder's responsibilities and permissions?

How useful do you feel it is to provide cross references to statutorily designated areas? Should this be done only for SSSI, where the agreement document will act as a formal consent, or for all statutory features, for example, scheduled monuments?

What additional information, if any, do you think should be provided to agreement-holders in respect of designated features?

SSSI land is often divided into reporting units. Frequently these do not conform to RLR parcels and the relationship between a land area delivering the same or similar outputs and outcomes, SSSI units and RLR parcels may be complex.

For agreement-holders with SSSI land, how important is it to provide references to and/or maps for the SSSI reporting units on land covered by the schedule and to demonstrate their relationship to RLR parcels and agreement options?

Providing guidance to support the agreement document

In minimising management prescription there will be some circumstances, where complex management is needed or where agreement-holders themselves prefer the reassurance of more detailed management guidance, where it will be necessary to set this detail out in a separate document.

Do you have views about providing supporting guidance such as management plans and stocking calendars?

Do you have views on the way that supporting documents should be provided?

Annex 2 Agri-environment agreement-holder workshop brief

Less management prescription more outcome focus trial

Why are we running a less management prescription more outcome focus trial

In order to help us develop agri-environment schemes for the next Rural Development Programme, Natural England and its partners want to explore how we might create more flexibility for agreement-holders and place more emphasis on the environmental outcomes of agri-environment agreements.

We need to understand how the approach might work and what it might mean for agreement-holders and for the delivery body. We also need to consider how the approach might be presented to agreement-holders to provide clear information about what would be expected of them. We are gathering views on the approach through the less management prescription more outcome focus trial.

The aims of the less management prescription more outcome focus approach

In setting up the trial the primary aims for the approach are as follows:

- To minimise management prescription, limiting it to a small number of essential requirements.
- To place increased emphasis on agreement objectives, by replacing management prescription with a requirement for agreement-holders to deliver defined environmental outcomes.
- By minimising management prescription, to allow agreement-holders more flexibility in the way that they achieve these environmental outcomes.

What the trial has achieved so far

We have consulted external partners including: The Country Land and Business Association (CLA), The English National Park Authorities Association (ENPAA), The Game and Wildlife Conservation Trust (GWCT), The National Farmers Union (NFU) and The Royal Society for the Protection of Birds (RSPB). We have also consulted within Natural England, focussing on colleagues with strong experience of working directly with agri-environment agreement-holders. We are gathering and summarising the views and ideas that have been fed back to us.

The agreement-holder workshops

In order to gather the views of agri-environment agreement-holders we are holding a series of workshops around the country to include agreement-holders with a range of land management experience and encompass a variety of farm types. The workshop you have been invited to attend is part of this series.

At the workshop you will be presented with more detail about the trial approach, you will be able to ask questions and discuss the implications of the approach and you will then be asked to complete a questionnaire. Your answers will provide critical information.

To give you the opportunity to consider before-hand and develop your views, we are providing this brief introduction to the project and an example agreement schedule. The example is based on the existing Higher Level Scheme agreement template. The option covered has been chosen to be relevant to the land that you manage and to your own agri-environment agreement. It has been modified to suggest what a comparable agreement schedule might look like, based on a less management prescription more outcome focus approach.

It will be helpful if you can take time to consider this brief and the example schedule before the workshop. In doing so please remember that we will be discussing the approach rather than the detail of agreement delivery. The example has been provided simply in order to help us think about how the approach might work. It is relatively detailed because, to help us visualise and to prompt discussion, it includes elements which might not be included in a final version.

Annex 3 Details of the agreement-holder workshops

1 Cumbria Grazing Forum - 14 November 2012

Landscape and farm type: Upland/moorland common land. SSSI and non-SSSI.

Options focussed on as an example: HL09 & 10 maintenance and restoration of moorland.

Partners involved: Representatives of the following organisations were present at the workshop: The Foundation for Common Land, The National Trust, Cumbria National Park Authority. Two local EN staff members and the NE Area Manager for Cumbria were also present.

Group characteristics: A group with a regular programme of meetings, involving graziers from a number of commons, together with supporting representation from a number of special interest and public bodies.

The workshop was the main agenda item for a programmed meeting.

2 Pevensey Levels agreement-holder group - 21 November 2012

Landscape and farm type: Coastal wet grassland and marsh with a substantial drainage infrastructure and pumped drainage system managed by the Environment Agency. All participants with SSSI land.

Options focussed on as an example: HK09 & 10-Maintenance of wet grassland for breeding waders & for wintering waders and wildfowl.

Partners involved: None. The local EN staff member and the EN Local Partnerships and Integration lead were present.

Group characteristics: All owner or tenant farmers with land in the Pevensey Levels SSSI or the North Kent and Romney Marshes.

3 Thorney Farmland Bird Friendly Zone group - 27 November 2012

Landscape and farm type: Lowland arable land and grassland around Peterborough, with some SSSI land.

Options focussed on as an example: HF12-Enhanced wild bird seed plots.

Partners involved: The group is facilitated by the RSPB as part of the Thorney Farmland Bird Friendly Zone and the workshop was arranged through the RSPB. There is a local RSPB staff member who organised and led the meeting. The local NE staff member also attended.

Group characteristics: An enthusiastic and cohesive group of owner and tenant farmers with good links to the local community, supported by RSPB staff time and resource. Also in the process of obtaining funding for a short term contract post for community outreach.

4 National Farmers Union Market Harborough Branch group - 03 December 2012

Landscape and farm type: Lowland mixed arable and grassland with some SSSI land.

Options focussed on as an example: Both HF12-Enhanced wild bird seed plots and HK07-Restoration of species-rich semi-natural grassland.

Partners involved: The workshop took place immediately prior to the regular NFU members branch meeting and was organised through the local NFU staff representative. There were no other partners involved and no local NE staff members attended.

Group characteristics: A range of farm and landscape types were involved and participants were offered either an HF12 or an HK07 example schedule and questionnaire.

5 Peak District National Park agreement-holder group - 06 December 2012

Landscape and farm type: Upland moorland, mainly SSSI land.

Options focussed on as an example: HL09 & 10-Maintenance and restoration of moorland.

Partners involved: The workshop was organised jointly by local NE staff and the Peak District National Park Countryside & Economy Manager; both attended the workshop.

Group characteristics: Participants were brought together specifically for the workshop and were not members of an established group, although many were known to one another.

Annex 4 Workshop notes

Notes for agreement-holder workshops

Intro & the approach....THANKS FOR COMING (8 mins)

Who am I?

- Lesley Blainey....NE Land Management Strategy Team....main focus of the team is gathering evidence on how agri-environment schemes are working, exploring possible improvements and working with Defra, to provide evidence and advice for CAP2014 negotiations and for the development of agri-environment schemes for the next RDP.

Who are they?

What is the less management prescription more outcome focus project?

- To gather views and ideas on how a possible new approach for agri-environment agreements could work and what the implications might be.
- Important that you do give your opinions and that, over the course of the workshop we draw out which aspects you feel would be a positive development and any concerns and issues which would need more work.

Why are we exploring this approach?

The project has grown out of a desire to take account of:

- agreement-holder requests to allow more flexibility over the way that they manage agreement land...management actions...don't want or need such tight control;
- agreement-holder interest in demonstrating more explicitly what their agreements are achieving; and
- matched by a need to be able to show that public money is being spent well and that the environment is benefitting...outcomes.

While may not be immediately apparent these two aims are quite closely linked. Will come back to this as we think about the detail....as you probably appreciate, the approach is not as straightforward as it seems at first when you start to consider how it would actually work.

The workshop

- Follows on from a consultation of NE staff and partners: CLA, NFU, GWCT, RSPB, ANPA. Don't want to influence your thinking by ref to issues raised...happy to share later.
- This is workshop XX of XX...last week xxx, next week xxx.
- Will need to some explaining to ensure that the proposed approach is clear...but want to do more listening than talking.
- Have around an hour to explain consider and discuss, will focus on...
 - what focussing on outcomes might actually mean;
 - how it might affect agreement-holders' land management; and
 - what issues the approach might raise for demonstrating and measuring what has been achieved.
- We will pause for discussion after each section but please ask questions as they occur to you if you wish to do so.

The project is not...

- A proposal from NE for how we would like to frame agreements but an exploration on response to issues raised.
- Will ref to the example document sent out with agenda to help illustrate but it is important to explain that this is definitely not without its faults and is intended simply as an illustration to help discussion....it is not....an indication of what a future agreement document will look like (currently don't know what agreements will be like)....& it is....limited by being based on existing management prescription and IOS....and...it is probably longer than most real agreement documents would be because it includes all the different elements we need to discuss.

ANY QUESTIONS?

What is meant by focussing on outcomes not management actions (8 mins)

So.....in overview, the approach would be.....

- Rather than agreements requiring, for example, particular stocking rates, the delivery of a ditch management plan.
- They would require, for example, that grassland structure/height should be suitable for breeding waders and ditch vegetation cover meets certain targets.
- Prescribing the outcomes rather than the management actions, might leave agreement-holders more flexibility to decide how they will deliver the outcomes.

Contrast between current and trial approach will vary with agri-environment agreement type.

- Might be good to point out we are envisaging that payment rates would still be calculated against the mgt actions we think would be necessary...so, not payment by results as such.

When we look at the detail it is clear that there is actually a gradation rather than a clear cut difference between mgt action & output..... also.....

Some outputs may be difficult to deliver, not entirely under the control of agreements holders.

Management actions >>> **Milestones or outputs** >>> **Outcomes under agreement holder control** >>> **Outcomes not under agreement holder control**

Management action	Output	Outcome
Recipe and list of ingredients	A meaty pie with a rich gravy and a crispy crust	Happy diners
Stocking calendar	Target sward height	Populations of waders
Ditch/water level management plan	60% of field with damp/soft ground conditions	Ditch vegetation cover

- There would probably still be a need to keep some management restrictions in place, but the intention is that this would be minimal.

Illustrated by....LOOKING AT THE EXAMPLE...actually looks more complicated than some existing agreements.

1) = land

2) = SSSI &

3) = features.....will come back to this.

4) = Overview aims.....important if we are to focus on outcomes that this is clearer than it is in some current agreements.

5) = Requirements.....does include some management actions. Includes quite a few outputs.

Outcomes split into those which we felt probably would be under ag-holder control....included as requirements....and those which might not be....included as indicators of success as in HLS.

Some areas where it could be debated what is an end point and what is a step along the way.

QUESTIONS

- 1) Would you welcome a clearer focus on aims and objectives?
- 2) What is your initial feeling about being required to deliver outcomes rather than management?
- 3) Do you feel fairly clear about how agreements might differ under this approach?

Increasing flexibility for managing agreement land (5 mins)

What we want is for you to tell us....

- How much flexibility would the approach allow?
- Would it result in significant changes in management from current approach?
- Would you welcome the approach....and.....how far you would want it taking?

But before do this.....one of issues to consider is.....balance between flexibility and risk.....

On a simple level....

Following instructions and being measured on compliance is constraining but relatively safe and straightforward.

Having very few instructions but being measured on outcomes might be liberating but relatively risky.

Management constraints \longleftrightarrow Risk

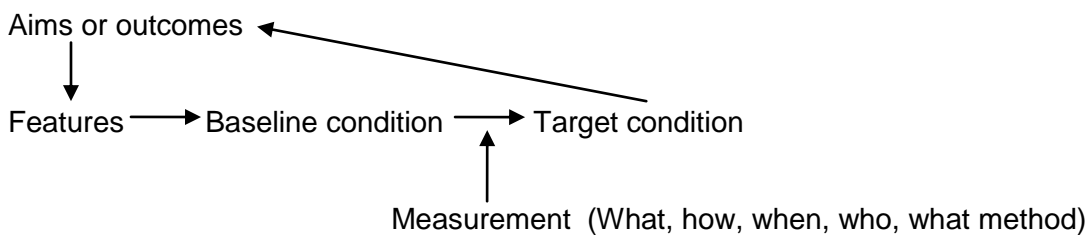
QUESTIONS

Included in questionnaire but useful to get a feel for opinion now....

- 1) Would you welcome more flexibility to manage?
- 2) Would the approach make a difference to the way you would manage?
- 3) Would you still feel the need for guidance on management?
- 4) Would you have concerns about being able to deliver outcomes?

Demonstrating that agreements are meeting requirements and measuring success (6 mins)

It seems logical that if agreement-holders are required to deliver outcomes they will want to know more about.....and it will need to be made very clear.....what the intended outcomes are....



LOOKING AT THE EXAMPLE...For eg...

Aim or outcome	Baseline/current feature condition	What will be measured?	When how it will be measured
To maintain/achieve SSSI favourable condition for waders/ditches	Currently unfavourable recovering	Wader populations Ditch vegetation coverage and character	NE CSM year 5
Happy diners	Hungry diners	Offered good pies Full/satisfied	

A lot of the information and space in the example is based around the consideration of how agreement-holders could demonstrate and how the delivery body could confirm what has been achieved.

QUESTIONS

- 1) Want to gauge how much information you would feel comfortable with about measurement?
- 2) Would still welcome the approach if it meant greater scrutiny?
- 3) What you feel are the issues?

SSSI (2 mins)

Need also to consider that many agreement-holders are also SSSI owner occupiers with legal obligations.

NE has a statutory duty to make sure obligations are met and also needs to support o/o.

This means that we would like to minimise confusion between agreement requirements and SSSI requirements.....outcomes expected from agreements & on SSSI....the way both are measured.

Provide clear links and information.

QUESTIONS?

The questionnaire (1 min)

Gathered feedback but want some structured feedback as well....covers the areas we have discussed.

Will be around to answer questions.

Happy to have comments on how to improve the workshop.

REFRESHMENTS & QUESTIONNAIRES

Annex 5 Agreement-holder questionnaire

Less management prescription more outcome focus trial – agreement-holder participant questionnaire

Natural England and its partners want to understand whether a new approach to the way we set delivery requirements will improve future agri-environment schemes. We want to explore how we might create more flexibility for agreement-holders, and place more emphasis on the environmental benefits of the agreement. The work will help us develop agri-environment schemes for the next Rural Development Programme.

In order to help us gather your views on the approach, we have designed this questionnaire which should take you no more than 45 minutes to complete. It is important that you have looked at the example, showing what a revised option prescription could look like, before you complete the questionnaire. Your answers will provide critical information, so please consider each question and complete the questionnaire fully. The views you express during this interview are confidential, and will not be used to identify you as an individual.

Workshop:	
Participant:	

Thinking about the information in today’s presentation, please consider the following statements and indicate your level of agreement or disagreement by ticking the boxes.

1 - Understanding the approach

Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
There is a clear difference between prescribing outcomes and prescribing management actions					

2 - The outcomes that agreements are intended to deliver

Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
2.1 - My current agreement provides clear information about its intended outcomes					
2.2 - I know how to judge if my management is delivering these intended outcomes on the ground					
2.3 - I would prefer it if my agreement required the delivery of outcomes rather than requiring management actions					
2.4 - I would find it helpful to have a clear statement of aims for each area of land under different agreement management					
2.5 - A statement of aims would help me to focus on what the agreement is intended to achieve					

3 - Increasing flexibility in managing agreement land

Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
3.1 - I would like more flexibility over the management required on my agreement land					
3.2 - Prescribing outcomes instead of management actions wouldn't make any difference to the way I manage my agreement land					
3.3 - If agreements were to prescribe outcomes not management actions, I would still feel the need for some non-mandatory management guidance					

3.4 - If you would welcome more flexibility, which areas of management activity is this likely to apply to? Please note the management activities in the box below.

3.5 - If you would still feel the need for some non-mandatory management guidance, which areas of management activity is this likely to apply to? Please note the management activities in the box below.

--

4 - Demonstrating that agreement requirements have been met

	Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
4.1 - If agreements were to prescribe outcomes, I'd be concerned about my ability to show I'd met the agreement requirements						
4.2 - I'm concerned that prescribing outcomes would lead to greater scrutiny of my agreement						

4.3 - Would you feel able to deliver the following outcomes and outputs as a requirement of your agreement?

For HK 9 & 10

	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
I would be able to deliver the following outputs and outcomes....					
Provide a sward height of between 5cm and 15cm in October / November					
Cover of undesirable species (including creeping thistle, spear thistle, curled dock, broad-leaved dock, common ragwort, common nettle, bracken) to be less than 5% of the total area covered by this agreement schedule					
There must be no damage to the soil structure or heavy poaching					
Between 10% and 80% of the field to have soil damp enough for a 6-inch nail to be pushed into the ground with ease between 1 April and 30 June					
The internal ditch area to consist of 10% to 75% open water with or without submerged or floating aquatic plants and 10% to 75% emergent plants					
Wet ditches to have aquatic vegetation cover (submerged, floating and emergent) of between 25% and 75% of water area					
Between 5% and 75% of the field to have standing water to a maximum depth of 50cm, between 1 November and 28 February in so far as weather conditions permit					

In-field scrub cover to be less than 5% and scrub cover over the ditches to be less than 10%					
Target wader species to be present					

4.4 - Are there any other particular agreement requirements, not included in the table above, which you would be concerned about?

Please note them in the box below

5 - Measuring success

5.1 - Under HLS some information is provided about the features which the agreement is designed to benefit and about their target condition. As part of your current agreement do you think that you have the right amount of information about the following issues?

	Is the amount of information in your current agreement.....	too much,	just right,	too little?
Target features				
The current condition of target features				
How feature condition and agreement outcomes are measured				
When feature condition and agreement outcomes are measured				
What feature condition the agreement is expected to achieve				

5.2 - And, if you have SSSI land, do you think that you have the right amount of information about the way these assessments fit with the assessment of your SSSI land?

No	Yes

5.3 - If agreements were to prescribe outcomes not management actions do you feel that you would need more information about any of the following issues?

	No	Yes
Target features		
The current condition of target features		
How feature condition and agreement outcomes are measured		
When feature condition and agreement outcomes are measured		
What feature condition the agreement is expected to achieve		

5.4 - And do you think that you would need more information about the way these assessments fit with the assessment of your SSSI land?

No	Yes

Annex 6 Example reduced management prescription outcome focus agreement schedules developed for use in the trial

Annex 6.1 HF12 Enhanced wild bird seed plots – template schedule

**Natural England - Higher Level Scheme Agreement AG000XXXXX
Agreement schedule 3.X.X**

Agreement land covered by this schedule and HLS options applied

Describe the land
List RLR parcels
Refer to the agreement map as appropriate
CLEAR LINK NEEDED WITH AGREEMENT MAP

The agreement payments to be made against these land areas and HLS options are shown at Agreement Part 2a, agreement document pages XX to XX.

XXXXX Site Of Special Scientific Interest (SSSI)

Describe the relationship between the land covered by this schedule and SSSI land, if present, listing the SSSI units involved and referring to the agreement map.
CLEAR LINK NEEDED WITH AGREEMENT MAP

Features described and mapped in your Farm Environment Plan for the land covered by this schedule

List features using FEP codes and feature names and stating current condition, refer to FEP map sheets, RLR parcels, SSSI units.

Summary aims for the land included on this schedule

The agreement aims for the land included on this schedule are....
Describe the specific aims for the land included on this schedule based on the provision of a sustained source of food during winter months for targeted wild birds.

Your agreement requires that you meet the following Delivery Requirements on the land in this schedule

HF12 Enhanced wild bird seed plots (rotational or non-rotational) - Delivery Requirements

Guidance for NE Advisers

Mandatory elements shown in black, optional elements to be added by advisers as appropriate in grey.

Establish strips or blocks of autumn or spring-sown wild bird seed providing a sustained seed supply throughout the winter months (October to April).

Tailor the seed supply to provide for [target bird species on the farm].

At full crop establishment, there should be:
between [75% and 100%] cover of the sown species
between [5% and 25%] cover of bare ground as a proportion of the plot
no more than [5%] cover of undesirable species.

Establishment or maintenance of wild bird seed mix areas must not create soil erosion or run-off.

Do not subsoil areas on the sites of archaeological interest identified in your FEP.

Mandatory where there HER features recorded in the parcels where HR12 is to be delivered.

Maintain seed production every year throughout the agreement term.

Do not use any of the area for access, turning or storage.

ALL LINKS TO OTHER AGREEMENT SECTIONS, SETTING OUT PAYMENTS, CAPITAL WORK PROGRAMMES AND REQUIREMENTS, MANAGEMENT PLANS AND STOCKING CALENDARS NEED CLEARLY IDENTIFYING BOTH IN THIS SCHEDULE AND IN THE CORRESPONDING AGREEMENT SECTIONS.

The following additional Indicator Of Success will be used to measure if the agreement aims for land in this schedule are likely to be achieved

Indicator Of Success

Guidance for NE Advisers

[target bird species] should be seen and recorded feeding on the plots between October and April [regularly/at least every other year].

Monitoring and evaluation of the Delivery Requirements, Indicators Of Success and agreement aims

Confirm the way that agreement delivery will be assessed and reported. Refer to the methodologies to be used and, where possible, state how, when and by whom the assessment will be made.
CLEAR LINK NEEDED WITH FEP MAPS.

Eligibility

Arable land with a low pernicious weed burden where target species are present on holding or in the vicinity.

Presence of the following is important in determining option eligibility: target mammals, insects, breeding birds & wintering birds eg grey partridge, tree sparrow, yellow-hammer, brown hare, corn bunting.

This option may also be used to encourage declining arable plant communities eg species such as fluellens, fumitories, corn marigold and corn chamomile.

Suitability

This option is best used in conjunction with other arable options such as floristically enhanced grass margins (HE10) and unharvested, fertiliser free headlands (HF14).

There are additional wildlife benefits where this option is sited adjacent to existing game cover crops and boundaries such as hedges and ditches. However, the landscape impact of larger areas needs to be considered.

The mix sown should benefit the chosen target bird species. Mixtures containing maize, sorghum or other big seed producing plants are not suitable. The applicant needs to understand and be committed to the meeting the requirements for successful establishment and on-going management.

This option is not suitable next to busy roads or housing estates and avoid siting it in areas where clubroot is known to occur, as this will have a negative impact on brassica growth and development.

This option is not suitable on archaeological sites which are under permanent vegetation or where reversion is possible. Where reversion is not possible on archaeological sites and an arable regime is maintained this option may be used, but only if establishment utilises reduced depth ploughing, or, preferably, direct drilling. On such sites this option should be non-rotational to minimise subsequent number of passes with the plough. If you are unsure about the extent of any feature of historic environment interest please contact your Natural England adviser.

This option is not likely to be suitable in arable landscapes where the field boundary pattern is small to medium scale or where there is a strong or enclosed network of walls, hedgerows or ditches. Triangular field corner plots are usually detrimental to landscape character. The local landscape assessment should be consulted on the significance of field boundary patterns in the local area.

For turtle dove this option should be located in known turtle dove areas: near tall hedges; woodland edges/patches of scrub/other tall features eg telegraph poles.

For other uncommon birds, particularly circl bunting, this option should include spring barley as the major component or as an individual strip or block within the mixture. As circl bunting like open crops it would be beneficial to cut strips in the autumn through the barley to create a stubble effect. As barley is an important part of the diet, it may need to be re-established each year depending on the volunteer growth uptake. This option should be sited near to a thick hedge or scrub as the birds tend to forage only 30 meters away from cover.

Relevant features

Primary relationships:

- SB03, corn bunting
- SB10, reed bunting
- SB15, tree sparrow
- SB18, yellowhammer

Secondary relationships:

- SB02, bullfinch

- SB05, grey partridge
- SB16, turtle dove
- SB17, yellow wagtail
- SB19, Uncommon Birds - black grouse
- SB19, Uncommon Birds - ciril bunting
- SB19, Uncommon Birds - twite

Annex 6.2 HF12 Enhanced wild bird seed plots – example schedule

Agreement AG000XXXXX – Church Farm Schedule 3.1 – Low fields

1. The agreement land covered by this schedule under HLS option HF12 Enhanced wild bird seed plots

This schedule applies to 3 hectares of land in total, to be delivered within any of the following RLR parcels.

RLR parcel no.
YZ00XX XX01
YZ00XX XX02
YZ00XX XX03
YZ00XX XX04
YZ00XX XX05

The agreement payments to be made against this land area under the HR12 option are shown at Agreement Part 2a, agreement document pages XX to XX.

2. The features which are the focus of this agreement schedule

- bullfinch (SB02)
- corn bunting (SB03)
- grey partridge (SB05)
- tree sparrow (SB15)
- turtle dove (SB16)
- yellowhammer (SB18)

The features listed in the table above are recorded in your Farm Environment Plan (FEP).

3. Summary aims for the land included on this schedule

The agreement aims for the land covered by this schedule are to provide a sustained source of food during winter months for and support the following wild bird species: bullfinch, corn bunting, grey partridge, tree sparrow, turtle dove and yellowhammer.

4. You must meet the following requirements on the land covered by this schedule

Establish strips or blocks of wild bird seed, within the RLR parcel numbers listed above, providing a sustained seed supply throughout the winter months between October and April each year.

Tailor the seed supply to provide for: bullfinch, corn bunting, grey partridge, tree sparrow, turtle dove and yellowhammer.

At full crop establishment, there should be:

- between 80% cover of the sown species;
- between 5% and 10% cover of bare ground as a proportion of the plot; and
- no more than 10% cover of undesirable species, including docks and thistles.

Establishment or maintenance of wild bird seed mix areas must not create soil erosion or run-off.

Maintain seed production every year throughout the agreement term.

Do not use any of the area for access, turning or storage.

5. Additional indicators of success that will be used to measure if the agreement aims for land in this schedule are likely to be achieved

The target bird species: bullfinch, corn bunting, grey partridge, tree sparrow, turtle dove and/or yellowhammer should be seen and recorded feeding on the plots between October and April at least every other year.

Monitoring and evaluation of the agreement delivery requirements and indicators of success

Target agreement features, delivery requirements and indicators of success will be monitored as described in the table below.

FEP feature, Delivery Requirement, IOS	Assessment methodology	Assessment details
Bullfinch (SB02) Corn bunting (SB03) Grey partridge (SB05) Tree sparrow (SB15) Turtle dove (SB16) Yellowhammer (SB18)	RSPB Bird Breeding Survey	RSPB Volunteer & Farmer Alliance Project volunteers will record the bird species using the HF12 agreement plots in agreement years 2, 4, 6 and 8
Seed production	Set out in the HF12 Self-assessment Guide	Self-assessed annually by the agreement-holder

Annex 6.3 HK07 Restoration of species-rich semi-natural grassland – template schedule

Natural England - Higher Level Scheme Agreement AG000XXXXX Agreement schedule 3.X.X

Agreement land covered by this schedule and HLS options applied

Describe the land
List RLR parcels, stating which options apply to which parcel
Refer to the agreement map as appropriate
CLEAR LINK NEEDED WITH AGREEMENT MAP

The agreement payments to be made against these land areas and HLS options are shown at Agreement Part 2a, agreement document pages XX to XX.

XXXXX Site Of Special Scientific Interest (SSSI)

Describe the relationship between the land covered by this schedule and SSSI land, if present, listing the SSSI units involved and referring to the agreement map.
CLEAR LINK NEEDED WITH AGREEMENT MAP

Features described and mapped in your Farm Environment Plan for the land covered by this schedule

List features using FEP codes and feature names and stating current condition, refer to FEP map sheets, RLR parcels, SSSI units.

Summary aims for the land included on this schedule

The agreement aims for the land included on this schedule are....
Describe the specific aims for the land included on this schedule based on the maintenance and enhancement of grasslands that are, or have the potential to become, rich in plant and associated animal life; aims can also include protecting valued landscapes and archaeology and the promotion of good soil conditions.

Your agreement requires that you meet the following Delivery Requirements on the land in this schedule

HK07 Restoration of species-rich semi-natural grassland - Delivery Requirements **Guidance for NE Advisers**

Mandatory elements shown in black, optional elements to be added by advisers as appropriate in grey.

Manage the sward by [grazing and/or cutting] to achieve a sward height of [between 2cm and 10cm in October / November].

At least [40%] of wild flowers should be flowering during [May-June].

[From year X], on areas of calaminarian grassland the average sward height in the summer should be [less than 5cm]. At least [3] indicator species should be occasional. Cover of bare ground, including cobbles, gravel and encrusting lichens should be between [20% and 90%]. [By year X] soil pH should be between pH5.00 and pH7.5.

For calaminarian grassland.

[By year 2], on areas of limestone pavement, cover of emergent and clint-top vegetation should be [25%]. [Woody species should be at least occasional, but not exceed 30% cover. Undesirable woody species XXXX should not exceed 10% of woody cover. Cover of all undesirable herbaceous species is less than 5%. Less than 33% of current shoots of desirable trees and shrubs should show evidence of browsing].

For limestone pavement.

Supplementary feeding is not permitted.

To replace the requirement below.

Supplementary feeding is confined to the feeding of [hay / straw / forage roots / concentrates / mineral blocks / XXXX]. [Feeders and troughs should not be used. Feeding sites should be moved regularly and never placed on archaeological features. Creep feeding of young stock is permitted].

[By year 2], cover of bare ground should be between [1% and 5%, distributed throughout the field in hoof prints or other small patches]. [By year XX], localised patches of bare ground around rabbit warrens should be smaller than [5m x 5m].

Limits on bare ground not needed if using calaminarian grassland requirement.

[Well-rotted farmyard manure may be applied at a maximum rate of 12 tonnes/ha every other year to grassland managed as hay meadow, but not within 10 metres of a watercourse]. **There must be no [other] application of nutrients such as fertilisers, [other] organic manures or waste materials including sewage sludge.** [On neutral grassland you may apply lime, subject to a soil test, to raise pH to 6.0].

The soil pH should be between [5.5 and 7].

[By year XX], cover of undesirable species including [creeping thistle / spear thistle / curled dock / broad-leaved dock / common ragwort / common nettle / bracken / XXXX] should be less than [5%] of the area.

[By year 2 / 5], cover of invasive trees and shrubs [Sycamore / Blackthorn / Cotoneaster / Bramble / XXXX] [but excluding Bog Myrtle / Juniper / Creeping Willow / XXXX] should be less than [5% / 10%].

Not needed if using the limestone pavement requirement.

[By year X] shallow (<15cm deep) bracken litter should extend over at least [10%] of the total area.

For high brown and pearl bordered fritillary.

Table continued...

HK07 Restoration of species-rich semi-natural grassland - Delivery Requirements

Guidance for NE Advisers

Mandatory elements shown in black, optional elements to be added by advisers as appropriate in grey.

[In each year] fresh gaps/ pathways through bracken stands (that result in the exposure of bracken litter to direct sunlight) should be at least [occasional] in June and July. For high brown fritillary.

[By year 2] one or more of species [bugle, daisy, XXXX] should be in flower during May and June, and at least [occasional] across the target area. For pearl bordered fritillary.

The extent of the [habitats / features] of interest within the [grassland / scrub / successional area / mosaic / XXXX] as identified [in the Farm Environment Plan / Management Plan / during the Natural England visit] should be maintained or increased.

Ploughing, sub-surface cultivation and reseeded are not permitted [except as part of a grassland management plan agreed with your Natural England contact]. [Chain harrowing or rolling are permitted except between 15 March and 15 July.] Do not [top, roll or harrow more than 30%] of the total grassland area in any one year and always leave a minimum of [5% tussocks / longer grass].

Do not install new drainage or modify existing drainage systems [unless agreed in writing with your Natural England contact]. [This includes subsoiling and mole ploughing. Maintain existing drains in working order].

[By year X], wet ditches should have aquatic vegetation cover (submerged, floating and emergent) of between [25% and 75%] of water area.

Field operations and stocking must not damage the soil structure or cause heavy poaching. [Small areas of bare ground on up to [5%] of the field are acceptable]. Take particular care when the land is waterlogged.

[Archaeological /historic feature/s XXXX in/on the XXXX has/have] suffered no further degradation. [The depth of soil covering the feature/s has been maintained. /Detrimental indicators (for example, burrows, bare patches, scrub growth, poaching and erosion) cover less than 5% of the area. /By year 2 /the area of erosion has been reduced by 40%-100% and a permanent grass cover is present. /Cover of scrub is reduced by 40%-100%. /Cover of Bracken is reduced by 40%-100%. /Area of active burrows is reduced by 40%-100%. /There should be no evidence of damage caused by inappropriate heather burning].

There should be evidence that the appropriate water regime is being maintained [for the built water feature / historic water meadow].

ALL LINKS TO OTHER AGREEMENT SECTIONS, SETTING OUT PAYMENTS, CAPITAL WORK PROGRAMMES AND REQUIREMENTS, MANAGEMENT PLANS AND STOCKING CALENDARS NEED CLEARLY IDENTIFYING BOTH IN THIS SCHEDULE AND IN THE CORRESPONDING AGREEMENT SECTIONS.

The following additional Indicators Of Success will be used to measure if the agreement aims for land in this schedule are likely to be achieved

Indicators Of Success	Guidance for NE Advisers
All SSSI land should be in [favourable or recovering] condition [by year 5].	Mandatory on all SSSI land.
The Soil Phosphate Index should be [0 or 1].	
[By year XX], at least [2 high-value indicator species XXXX for BAP grassland habitat XXXX should be frequent and 2 occasional] in the sward.	
[By year XX], cover of wildflowers in the sward (excluding undesirable species but including rushes and sedges), should be between [20% and 90%].	
[By year X] Violets growing in areas of shallow (<15cm deep) bracken litter should be [at least occasional] during [late winter/ early spring].	For high brown and pearl bordered fritillary.
In all years, populations of [nationally rare / nationally scarce / locally significant species / XXXX] should be maintained.	
[By year 2], cover of [species XXXX should be less than 10% / between 50% and 90%].	
By year [5] cover of species indicating water logging [Tufted Hair-grass, rushes, large sedges, Common Reed, Reed Canary-grass, Reed Sweet-grass, XXXX] should be less than [20%].	
Water levels in ditches should be between [20cm and 45cm below mean field level from XXXX until XXXX / throughout the year].	
[By year X], wet ditch aquatic vegetation should include at least 2 of the following plant species XXXX. / Filamentous Algae should be less than 5% cover, duckweed should be less than 75% cover].	

Monitoring and evaluation of the Delivery Requirements, Indicators Of Success and agreement aims

Confirm the way that agreement delivery will be assessed and reported. Refer to the methodologies to be used and, where possible, state how, when and by whom the assessment will be made.
 CLEAR LINK NEEDED WITH FEP MAPS.

Eligibility

This option is eligible on permanent grassland that has the potential to develop into a grassland BAP Habitat. See suitability for further information.

Suitability

Suitable sites include grassland identified as a BAP feature in poor condition (ie failed two or more condition criteria, or failed the criterion covering frequency of wildflower indicators).

Grassland identified as semi-improved (G02) or improved (G01) and which has high potential for enhancement (see Technical Advice Note 26) is also suitable for this option. The 'soils and topography' section and additional notes in the table in FEP Guidance ESF008 (Identification of grassland features) will help identify the target BAP habitat. See also "HK7 - additional guidance on prioritisation of sites".

Where semi-improved or improved grassland has medium potential for enhancement (TAN 26), it may be considered for this option where it will contribute to a JCA target.

Further guidance regarding site potential and landscape ecology is available from specialist ecology advisers.

Relevant Features

- Calaminarian grasslands, G10
- Lowland calcareous grassland - BAP habitat, G04
- Lowland dry acid grassland - BAP habitat, G05
- Lowland meadows - BAP habitat, G06
- Purple Moor-grass and rush pastures - BAP habitat, G07
- Species rich grassland, G03
- Uncommon Birds - black grouse, SB19
- Uncommon Birds - curlew, SB19
- Uncommon Birds - stone curlew, SB19
- Uncommon Birds - twite, SB19
- Uncommon Fungi - date-coloured waxcap, SG01
- Uncommon Fungi - pink waxcap, SG01
- Uncommon Invertebrates - Adonis blue, SI01
- Uncommon Invertebrates - brown-banded carder bumblebee, SI01
- Uncommon Invertebrates - chalk carpet, SI01
- Uncommon Invertebrates - chalkhill blue, SI01
- Uncommon Invertebrates - Duke of Burgundy, SI01
- Uncommon Invertebrates - grizzled skipper, SI01
- Uncommon Invertebrates - high brown fritillary, SI01
- Uncommon Invertebrates - large garden bumblebee, SI01
- Uncommon Invertebrates - marsh fritillary, SI01
- Uncommon Invertebrates - narrow-bordered bee hawk-moth, SI01
- Uncommon Invertebrates - northern brown argus, SI01
- Uncommon Invertebrates - shrill carder bee, SI01
- Uncommon Vascular Plants - early gentian, SP02
- Upland calcareous grassland - BAP habitat, G08
- Yellowhammer, SB18

Annex 6.4 HK07 Restoration of species-rich semi-natural grassland – example schedule

Agreement AG000XXXXX – Church Farm Schedule 3.1 – Church Meadows

1. The agreement land covered by this schedule and the HLS options applied

This schedule applies to land at Church Meadows , including the RLR parcels and areas shown in the table below. The HLS options and supplements that apply to each RLR parcel are also shown below.

RLR parcel no.	Area in hectares	HLS options applied
YZ00XX XX01	5.5	HK07 – Restoration of species-rich semi-natural grassland HK18 – Haymaking supplement
YZ00XX XX02	8	HK07 – Restoration of species-rich semi-natural grassland HK18 – Haymaking supplement HK19 – Raised water levels supplement
YZ00XX XX03a	6.75	HK07 – Restoration of species-rich semi-natural grassland HK18 – Haymaking supplement

The entire area to which this schedule applies is shown coloured pink on the agreement map.

The agreement payments to be made against these land areas and HLS options are shown at Agreement Part 2a, agreement document pages XX to XX.

2. Church Meadows Site Of Special Scientific Interest (SSSI) formal consent

RLR parcels YZ00XX XX01 and YZ00XX XX03a form part of the Church Meadows SSSI, included in SSSI unit 5. All SSSI land is shown outlined in purple on the agreement map.

By entering into this agreement, Natural England is consenting the operations prescribed on this schedule for the term of the agreement from XXXXX to XXXXX.

If you wish to change the proposed operations in your agreement, or carry out additional operations on the land which appear on the list of Operations Likely to Damage the features of the SSSI, or if a time period given in your Agreement has expired, you are required to give further written notice to Natural England.

On the signing of this Agreement, any previous consents applying to land covered by this agreement schedule, made before entering into this agreement, are withdrawn and superseded by this agreement for the term of the agreement.

3. The features which are the focus of this agreement schedule

The table below provides details of the features which you are required to maintain or enhance, giving their locations and current condition.

FEP feature	Parcel no.	Current condition
Lowland meadows - BAP habitat (G06)	YZ00XX XX01 & YZ00XX XX03 YZ00XX XX02	SSSI condition 'unfavourable recovering' FEP condition B
Habitat for invertebrates (G11)	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	FEP condition B
Uncommon invertebrates (SI01)	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	SSSI condition 'favourable'
Uncommon vascular plants (SP02)	YZ00XX XX001 & YZ00XX XX03	SSSI condition 'favourable'
Ditch system, infrastructure and flooding	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	FEP condition B
Historically important field boundaries and boundary stones (H11)	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	FEP condition A

The features listed in the table above are recorded in your Farm Environment Plan (FEP). The feature and condition categories are described in more detail at Agreement Appendix X.

4. Summary aims for the land covered by this schedule

To achieve and maintain SSSI favourable condition for neutral lowland grassland.

To enhance the habitat value of YZ00XX XX02 and increase the number of different plant species and the cover of plant species.

To restore and maintain the field drainage and freshwater dyke system and infrastructure and maintain and manage seasonal flooding.

To maintain, subject to natural change, the populations of the nationally rare plant species greater water-parsnip and the locally rare plant species water violet.

To maintain, subject to natural change, the outstanding assemblage of ten invertebrate species including one nationally rare species, the fresh water snail *Lymnaea glabra*.

To maintain the historically important field boundaries and boundary stones.

To maintain landscape character.

5. You must meet the following requirements on the land covered by this schedule

These are the requirements against which your agreement delivery will be assessed.

Cutting and grazing

Cut and remove field-dried hay each year.

At least 40% of wild flowers should be flowering between May and June.

Graze the aftermath to achieve sward height indicators. In Autumn average sward height should be between 2 and 10 cm., in spring before closing for hay the average sward height should be at least 8 cm.

Supplementary feeding is not permitted.

In YZ00XX XX01 & YZ00XX XX03a well-rotted farmyard manure may be applied at a maximum rate of 12 tonnes/ha every other year.

In YZ00XX XX02, by year 3, cover of creeping thistle and soft rush should be less than 10%.

By year 5, cover of undesirable species including creeping thistle / spear thistle / curled dock / broad-leaved dock & common ragwort should be less than 5% of the area of all three field parcels covered by this schedule.

The soil pH should be between 6 and 7.

Field operations and stocking must not damage the soil structure or cause heavy poaching. Take particular care when the land is waterlogged.

Ploughing, sub-surface cultivation and reseeding are not permitted. Chain harrowing or rolling are permitted except between 15 March and 15 July. Do not roll or harrow more than 30% of the total grassland area in any one year.

Maintenance of ditch system

Follow the programme to restore and re-construct the field drain infrastructure in YZ00XX XX02, following the detailed requirements set out in agreement Schedule 5.1. The agreement capital payments associated with this requirement are identified at Agreement Schedule 4. The work should be completed by agreement year 2.

Continue to maintain the drain infrastructure associated with all three field parcels to allow seasonal flooding and control the retention of water on the agreement land during the late winter and early spring.

Drainage channels should be maintained by removing accumulated silt without deepening the channel. Silt must not be deposited on agreement land. The ditch profile must provide shallow sloping margins. Do not install new drainage or modify existing drainage systems. Do not use herbicides to control aquatic vegetation.

By year 3 all ditches on agreement land should have aquatic vegetation cover (submerged, floating and emergent) of between 25% and 75% of water area, except in a year when they have been cleared of silt.

A drainage management plan and accompanying map has been provided to give detailed guidance on good practice to meet the delivery requirements.

Field boundaries and marker stones

Retain, protect and maintain the field boundaries and marker stones shown on the Historic Environment Record map.

6. Additional indicators of success that will be used to measure if the agreement aims for land in this schedule are likely to be achieved

These are indicators which may not be fully under your control but which will be used to measure success along with the delivery requirements set out under section 5 above.

SSSI Lowland Meadow BAP habitat in YZ00XX XX01 & YZ00XX XX03 should be in favourable condition by agreement year 5.

Populations of greater water-parsnip and water violet should be maintained.

The outstanding assemblage of 10 invertebrate species and the population of *Lymnaea glabra* should be maintained.

The detailed criteria that will be used to assess if the agreement aims are being or are likely to be achieved are set out at the following locations and or in the following documents.

The Soil Phosphate Index should be between 0 and 1.

In YZ00XX XX02, by agreement year 5, at least two high-value indicator species for Lowland Meadow BAP grassland habitat should be frequent and two occasional in the sward. Cover of wildflowers in the sward (excluding undesirable species but including rushes and sedges), should be between 20% and 90%.

From the start of the agreement for YZ00XX XX01 & YZ00XX XX03 and by agreement year 2 for all three field parcels, there should be standing water between 1 February and 1 April. The ditch system should be managed to ensure that at least 0.5 metres of water depth is retained throughout the year.

Monitoring and evaluation of the agreement delivery requirements and indicators of success

Target agreement features, delivery requirements and indicators of success will be monitored as described in the table below.

FEP feature, Delivery Requirement, IOS	Parcel no.	Current condition	Assessment methodology	Assessment details
Lowland meadows - BAP habitat (G06)	YZ00XX XX01 & YZ00XX XX03 YZ00XX XX02	SSSI condition 'unfavourable recovering' FEP condition B	Common Standards Monitoring for lowland meadow BAP habitat	Integrated Site Assessment by Natural England, agreement year 5
Habitat for invertebrates (G11)	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	FEP condition B	FEP condition assessment, FEP Manual pages XXX	
Uncommon invertebrates (SI01)	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	SSSI condition 'favourable'	Common Standards Monitoring invertebrate assessment	Contract survey, agreement year 7
Uncommon vascular plants (SP02)	YZ00XX XX001 & YZ00XX XX03	SSSI condition 'favourable'	Common Standards Monitoring for vascular plants	Bi-annual flowering count by XXX Wildlife Trust volunteers
Ditch system, infrastructure and flooding	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	FEP condition B	Set out in the Self-assessment Guide	Annual condition check and flood recording to be carried out by the agreement holder
Historically important field boundaries and boundary stones (H11)	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	FEP condition A	Set out in the Self-assessment Guide	Condition check to be carried out by the agreement holder in agreement year 5
Soil PH and Phosphate Index	YZ00XX XX001, YZ00XX XX02 & YZ00XX XX03	PH = Phosphate Index =	Set out in NE Technical Information Note TIN035	Natural England, agreement year 5

Annex 6.5 HK09 & 10 Maintenance of wet grassland for breeding waders/wintering waders and wildfowl – example schedule

Agreement AG000XXXXX – Church Farm Schedule 3.1 – Low Fields

1. The agreement land covered by this schedule and the HLS options applied

This schedule applies to land at Low Fields , including the RLR parcels and areas shown in the table below. The HLS options and supplements that apply to each RLR parcel are also shown below.

RLR parcel no.	Area in hectares	HLS options applied
YZ00XX XX01	5.5	HK09 – Maintenance of wet grassland for breeding waders HB14 – Management of ditches of very high environmental value
YZ00XX XX02	10	HK09 – Maintenance of wet grassland for breeding waders
YZ00XX XX03a	6.75	HK09 – Maintenance of wet grassland for breeding waders HB14 – Management of ditches of very high environmental value
YZ00XX XX04	15	HK10 – Maintenance of wet grassland for wintering waders and wildfowl HB14 – Management of ditches of very high environmental value

The entire area to which this schedule applies is shown coloured pink on the agreement map.

The agreement payments to be made against these land areas and HLS options are shown at Agreement Part 2a, agreement document pages XX to XX.

2. Pevensey Levels Site Of Special Scientific Interest (SSSI) formal consent

RLR parcel YZ00XX XX04 forms part of the Pevensey Levels SSSI, included in SSSI unit 3. All SSSI land is shown outlined in purple on the agreement map.

By entering into this agreement, Natural England is consenting the operations prescribed on this schedule for the term of the agreement from XXXXX to XXXXX.

If you wish to change the proposed operations in your agreement, or carry out additional operations on the land which appear on the list of Operations Likely to Damage the features of the SSSI, or if a time period given in your Agreement has expired, you are required to give further written notice to Natural England.

On the signing of this Agreement, any previous consents applying to land covered by this agreement schedule, made before entering into this agreement, are withdrawn and superseded by this agreement for the term of the agreement.

3. The features which are the focus of this agreement schedule

The table below provides details of the features which you are required to maintained or enhance, giving their locations and current condition.

FEP feature	Parcel no.	Current condition
Habitat for breeding waders – lowland (G12)	YZ00XX XX02	FEP condition A
Habitat for breeding waders – lowland (G12)	YZ00XX XX01 & YZ00XX XX03	FEP condition B
Habitat for wintering waders and wildfowl (G13)	YZ00XX XX04	SSSI condition ‘unfavourable recovering’
Lapwing (SB07) – breeding	YZ00XX XX01, YZ00XX XX02 & YZ00XX XX03a	An average of XX pairs recorded breeding over the last 10 years
Snipe (SB12) – breeding	YZ00XX XX01, YZ00XX XX02 & YZ00XX XX03a	An average of XX pairs recorded breeding over the last 10 years
Lapwing (SB07) – wintering	YZ00XX XX01, YZ00XX XX02, YZ00XX XX03a & YZ00XX XX04	An average of XX birds recorded between November and February over the last 10 years
Snipe (SB12) – wintering	YZ00XX XX01, YZ00XX XX02, YZ00XX XX03a & YZ00XX XX04	An average of XX birds recorded between November and February over the last 10 years
Curlew (SB04) – wintering	YZ00XX XX04	An average of XX birds recorded between November and February over the last 10 years
Ditch system, infrastructure and flooding	YZ00XX XX04	SSSI condition ‘unfavourable recovering’
Uncommon vascular plants - (SP02) – cut-leaved pondweed	YZ00XX XX04	SSSI condition ‘unfavourable’ recovering

The features listed in the table above are recorded in your Farm Environment Plan (FEP). The feature and condition categories are described in more detail at Agreement Appendix X.

4. Summary aims for the land covered by this schedule

To achieve and maintain SSSI favourable condition for populations of wintering curlew in field YZ00XX XX04.

To maintain good habitat for populations of wintering waders and wildfowl across all agreement fields.

To maintain good breeding habitat and nesting conditions for lapwing and snipe on YZ00XX XX01, YZ00XX XX02 & YZ00XX XX03a.

To maintain, subject to natural change, the breeding and wintering populations of lapwing, snipe and curlew.

To restore and maintain the lowland ditch network to favourable condition.

To maintain, subject to natural change, the populations of the nationally rare plant species cut-leaved pondweed.

To maintain landscape character.

5. You must meet the following requirements on the land covered by this schedule

These are the requirements against which your agreement delivery will be assessed.

Grassland management

The average sward height between March and June and then by the end of November, across all four parcels, must be between 3 cm and 20 cm, with patches of shorter and taller vegetation. Cover of tussocks and rushes should be less than 25%.

There must be no heavy poaching or damage to the soil structure.

In-field scrub cover must be less than 5% of the total area of all four fields. Cover of the following undesirable species: spear thistle, creeping thistle, curled dock, broad-leaved dock, common ragwort and/or nettles must be less than 5% of the total area of all four fields

Do not plough or re-seed.

Do not roll or chain harrow between 1 October and 30 June.

Do not apply fertilisers, organic manures, waste materials (including sewage sludge) or lime on YZ00XX XX01 & YZ00XX XX03a.

Pesticides, herbicides, insecticides and fungicides must not be used on agreement land except for the spot-spraying or weed-wiping of spear thistle, creeping thistle, curled dock, broad-leaved dock, common ragwort and/or nettles.

Maintenance of ditch system

Restore and re-construct the field drain infrastructure in YZ00XX XX01 and YZ00XX XX03a, following the detailed requirements set out in agreement Schedule 5.1. The agreement capital payments associated with this requirement are identified at Agreement Schedule 4. The work should be completed by agreement year 2.

Do not install new drainage or modify existing drainage systems.

Continue to maintain the drain infrastructure associated with all four field parcels. Accumulated silt should be removed without deepening the channel. Silt must not be deposited on agreement land. The ditch profile must provide shallow sloping margins.

Do not work on in-field ditches between 1 April and 31 August.

Allow seasonal flooding and control the retention of water on the agreement land during the late winter and until early spring. 60% of the total area of all four fields should have soil damp enough for a 6-inch nail to be pushed into the ground with ease between 1 April and 30 June.

Do not use herbicides to control aquatic vegetation.

By year 3 all ditches on agreement land should have aquatic vegetation cover (submerged, floating and emergent) of between 25% and 75% of water area, except in a year when they have been cleared of silt.

A drainage management plan and accompanying map has been provided for guidance only on good practice to meet the delivery requirements.

Any other maintenance of drains or watercourses requires separate consultation and consent from Natural England.

Public access

Do not allow birds to be disturbed between 1 March and 30 June, by walkers or by other recreational activities.

General requirements

Do not extract materials, level, infill, lay pipelines or cables, or use for the storage or dumping of materials.

6. Additional indicators of success that will be used to measure if the agreement aims for land in this schedule are likely to be achieved

These are indicators which may not be fully under your control but which will be used to measure success along with the delivery requirements set out under section 5 above.

SSSI habitat for populations of wintering waders and wildfowl should be in favourable condition by agreement year 5.

Lapwing and snipe should be present between 1 March and 30 June and their behaviour should indicate that they are breeding.

Wintering waders should be present between 1 November and 28 February for a period of several weeks.

Populations of breeding and overwintering lapwing, snipe and curlew should be maintained.

From the start of the agreement for YZ00XX XX02 & YZ00XX XX04 and by agreement year 2 for all four field parcels, there should be standing water in low lying areas, to a maximum depth of 50 cm, between 1 November and 1 April in so far as weather conditions permit. The ditch system should be managed to ensure that at least 0.5 metres of water depth is retained throughout the year.

The ditch system should achieve favourable condition by year 5 of the agreement.

Monitoring and evaluation of the agreement delivery requirements and indicators of success

Target agreement features, delivery requirements and indicators of success will be monitored as described in the table below.

FEP feature, Delivery Requirement, IOS	Parcel no.	Current condition	Assessment methodology	Assessment details
Habitat for breeding waders – lowland (G12)	YZ00XX XX02	FEP condition A	FEP condition assessment, FEP Manual pages XXX	Integrated Site Assessment by Natural England, agreement year 5.
	YZ00XX XX01 & YZ00XX XX03a	FEP condition B		
Habitat for wintering waders and wildfowl (G13)	YZ00XX XX04	SSSI condition ‘unfavourable recovering’	Common Standards Monitoring.	
	YZ00XX XX01, YZ00XX XX02 & YZ00XX XX03a	FEP condition A	FEP condition assessment, FEP Manual pages XXX	
Breeding birds - lapwing (SB07) & snipe (SB12)	YZ00XX XX01, YZ00XX XX02 & YZ00XX XX03a	An average of XX pairs recorded breeding over the last 10 years.	Set out in the Self-assessment Guide.	Annual count of breeding birds to be carried out by the agreement holder.
Wintering birds - lapwing (SB07), snipe (SB12) & curlew (SB04)	YZ00XX XX01, YZ00XX XX02, YZ00XX XX03a & YZ00XX XX04	An average of XX birds recorded between November and February over the last 10 years	Standard British Trust for Ornithology bird count methodology.	Contract survey in agreement years 2 & 7.
Ditch system, infrastructure and flooding	YZ00XX XX04	SSSI condition ‘favourable’	Set out in the Self-assessment Guide.	Annual condition check and flood recording to be carried out by the agreement holder.
Uncommon vascular plants - (SP02) – cut-leaved pondweed	YZ00XX XX04	SSSI condition ‘favourable’	Common Standards Monitoring for vascular plants.	Flowering count by XXX Wildlife Trust volunteers every 3 years.

Annex 6.6 HL09 & 10 Maintenance and restoration of moorland – template schedule

**Natural England - Higher Level Scheme Agreement AG000XXXXX
Agreement schedule 3.X.X**

Agreement land covered by this schedule and HLS options applied

Describe the land
List RLR parcels, stating which options apply to which parcel
Refer to the agreement map as appropriate
CLEAR LINK NEEDED WITH AGREEMENT MAP

The agreement payments to be made against these land areas and HLS options are shown at Agreement Part 2a, agreement document pages XX to XX.

XXXXX Site Of Special Scientific Interest (SSSI)

Describe the relationship between the land covered by this schedule and SSSI land, if present, listing the SSSI units involved and referring to the agreement map.
CLEAR LINK NEEDED WITH AGREEMENT MAP

Features described and mapped in your Farm Environment Plan for the land covered by this schedule

List features using FEP codes and feature names and stating current condition, refer to FEP map sheets, RLR parcels, SSSI units.

Summary aims for the land included on this schedule

The agreement aims for the land included on this schedule are....
Describe the specific aims for the land included on this schedule based on the restoration and maintenance of moorland habitats that are currently in good condition, to benefit: upland vegetation/habitats/wildlife, retain historic features and strengthen the landscape character and, potentially, promote good soil management to reduce diffuse pollution.

Your agreement requires that you meet the following Delivery Requirements on the land in this schedule

HL09 Maintenance of moorland - Delivery Requirements

Guidance for NE Advisers

Mandatory elements shown in black, optional elements to be added by advisers as appropriate in grey.

The agreement land must be grazed with sheep, hardy cattle or hardy ponies, every year between lambing and tupping. Stock must range across all of the agreement land covered by this schedule.

On areas of upland dry heath, upland wet heath and upland valley mires, as identified on your FEP map, between February and April, no more than 33% of heather shoots should show evidence of grazing.

Mandatory where the FEP or other survey information identifies areas of upland dry and wet heath and upland valley mires.

On areas of montane heath as identified on your FEP map:

- between February and April, no more than 20% of heather shoots should show evidence of grazing;
- no more than 10% of the leaves of stiff sedge, wavy hair-grass, sheep's fescue, mat-grass and thyme should be grazed.

Mandatory where the FEP or other survey information identifies areas of Montane Heath.

On areas of upland cliff and scree as identified on your FEP map, less than 50% of broad-leaved plant leaves, fronds (ferns) or shoots (dwarf shrubs) should show signs of grazing or browsing.

Mandatory where the FEP or other survey information identifies areas of cliff & scree.

On areas of calcareous grassland as identified on your FEP map, by year 2, the average sward height in summer /at the end of the grazing season should be between 2cm and 15cm.

Mandatory where the FEP or other survey information identifies areas of calcareous grassland.

On areas of upland dry heath, upland wet heath and upland valley mires, as identified on your FEP map, between February and April, no more than 33% of heather shoots should show evidence of grazing.

Mandatory where the FEP or other survey information identifies areas of upland dry and wet heath and upland valley mires.

On areas of calaminarian grassland as identified on your FEP map, by year 2 the average sward height in summer should be less than 5cm.

Mandatory where the FEP or other survey information identifies areas of calaminarian grassland.

On areas of limestone pavement as identified on your FEP map, by year 5:

- cover of emergent and clint-top vegetation should be 25%;
- less than 33% of current shoots of desirable trees and shrubs should show evidence of browsing.

Mandatory where the FEP or other survey information identifies areas of limestone pavement.

Table continued...

HL09 Maintenance of moorland - Delivery Requirements

Guidance for NE Advisers

Mandatory elements shown in black, optional elements to be added by advisers as appropriate in grey.

Supplementary feeding is confined to:

- the provision of mineral blocks;
- to feeding hay and/or haylage only, during storm conditions and in late pregnancy.

There must be no signs of damage to soils and vegetation as a result of using ring feeders, or feeding racks. Soils and vegetation must not be damaged by feeding big bales or by vehicle use.

There must be no sign of discarded wrapping and by the end of April each year there must be no visible sign of feed remains.

Feed must not be spread over Historic Environment Record features shown on the map at Appendix X.

Burning is only allowed between 1 October and 15 April.

There must be no signs of burning or cutting on montane heath, blanket bog/areas of blanket bog dominated by cotton grass, crowberry and bilberry, upland valley mire habitats identified in your Farm Environment Plan on the agreement land covered by this schedule.

There must be no signs of burning into the moss, liverwort and lichen layer, or exposure or breaking of the peat surface due to burning or cutting. Burns must remove the dwarf-shrub canopy leaving behind a proportion of 'stick'.

There should be no signs of burning or cutting on the following features identified in your Farm Environment Plan on the agreement land covered by this schedule.

- Flushes and mires, including areas around springs, pools, wet hollows and those rich in bog mosses (*Sphagnum* species), other mosses, liverworts and or lichens.
- Haggs, erosion gullies and areas of bare peat.
- Land above 600 metres.
- Areas with native trees or shrubs.
- Areas where soils are less than 5 centimetres deep.
- Ground made up of scree or where there is high incidence of exposed rock.
- Areas with a noticeably uneven structure, at the spatial scale one metre square or less.
- Areas within 5m on either side of the edge of a watercourse.
- Steep slopes and gullies greater than 1 in 3 on blanket bog and 1 in 2 on dry heath
- Archaeological /historic feature/s.

No burns should exceed [2] ha in size.

The majority of burn areas will be less than 30 metres wide and no burn areas will be wider than 55 metres.

Table continued...

HL09 Maintenance of moorland - Delivery Requirements

Guidance for NE Advisers

Mandatory elements shown in black, optional elements to be added by advisers as appropriate in grey.

Including the 'no-burn' habitats and feature areas referred to above, 10% of the total area of agreement land covered by this schedule (or XXXX hectares) should remain un-burnt and un-cut for the entire agreement term.

In areas known to be used by ground nesting merlin, 30 x 30m blocks of mature or degenerate heather, comprising at least 2% of the total habitat area, must be retained to maintain suitable nesting or habitat conditions.

By year X bracken should cover less than 10% of the agreement land covered by this schedule.

By year X invasive plants including rhododendron, creeping or spear thistle, docks and nettles should cover less than 1% of the agreement land covered by this schedule.

By year X scrub (excluding Juniper) should cover less than 10%, 20% of the montane heath, upland heath, blanket bog and calcareous grassland habitats, less than 5% of the calaminarian grassland habitats and less than 25% of the upland cliff and scree identified in your Farm Environment Plan on the agreement land covered by this schedule.

By year X disturbed bare ground should cover less than 1%, 5%, 10% of the agreement land covered by this schedule.

Existing moor edge trees must be retained. All mature or over-mature standing trees and all standing and fallen deadwood must be retained, unless it is a genuine safety hazard. Fallen tree limbs should be left undisturbed. If they have to be moved, they must be cut up as little as practicable and retained in contact with the soil, preferably under the tree.

There must be no new drainage or modification/improvement to existing drainage systems. Existing drains along walls or established tracks (surfaced tracks where drains currently exist), as shown on the map at Appendix X can be maintained but not deepened, widened or improved. Any other maintenance of drains or watercourses requires separate consultation and consent from Natural England.

Do not plough, level, infill, lay pipelines or cables, or use for the storage or dumping of materials.

Do not extract materials. Do not disturb or remove rock, scree and other minerals.

Do not roll, re-seed or chain harrow.

Do not apply fertilisers, organic manures, waste materials (including sewage sludge) or lime.

Table continued...

HL09 Maintenance of moorland - Delivery Requirements

Guidance for NE Advisers

Mandatory elements shown in black, optional elements to be added by advisers as appropriate in grey.

Pesticides, herbicides, insecticides and fungicides must not be used on the land except for the control of bracken, spot-spraying or weed-wiping of spear thistle, creeping thistle, curled dock, broad-leaved dock, common ragwort, nettles, tick control, dosing of sheep or grouse for worms and vaccination against louping ill, use of natural quartz grit and medicated grit.

or other undesirable species named in your agreement.

Existing roads and tracks as shown on the map at Appendix X, can be repaired and maintained as is normal practice using existing local sources of material, where available.

The creation, improvement or upgrade of existing tracks will require separate consultation and consent from Natural England.

Vehicles must not cross the 'sensitive areas' as shown on the map at.....

Great care must be taken to ensure that the Historic Environment Record Features shown on the map atare not damaged by vehicular use.

Outside these areas the use of vehicles must not result in undue rutting or undue damage to the surface vegetation and special care should be taken to avoid wet and boggy areas.

During the bird breeding season 1 April to 31 July vehicle use off established routes and tracks must be kept to a minimum to avoid disturbance to birds and damage to nest sites.

By year 2 shallow (<15cm deep) bracken litter should extend over at least 10% of the area identified for this action on your agreement map.

Apply where retention of bracken cover is a critical part of the agreement objectives.

In each year fresh gaps/ pathways through bracken stands (that result in the exposure of bracken litter to direct sunlight) should be at least occasional in June and July.

Apply if relevant

For archaeological /historic feature/s (named) shown on your FEP map:

- they should have suffered no further degradation;
- the depth of soil covering the feature/s should have been maintained;
- detrimental indicators (for example, burrows, bare patches, scrub growth, poaching and erosion) should cover less than 5% of the area;
- by year 2 /the area of erosion has been reduced by 40%-100% and a permanent grass cover is present;
- the cover of scrub is reduced by 40%-100%;
- the cover of Bracken is reduced by 40%-100%;
- the area of active burrows is reduced by 40%-100%.

Mandatory where the FEP or other survey information identifies areas of archaeological / historic features.

ALL LINKS TO OTHER AGREEMENT SECTIONS, SETTING OUT PAYMENTS, CAPITAL WORK PROGRAMMES AND REQUIREMENTS, MANAGEMENT PLANS AND STOCKING CALENDARS NEED CLEARLY IDENTIFYING BOTH IN THIS SCHEDULE AND IN THE CORRESPONDING AGREEMENT SECTIONS.

The following additional Indicators of Success will be used to measure if the agreement aims for land in this schedule are likely to be achieved

Indicators Of Success	Guidance for NE Advisers
<p>All SSSI land should be in unfavourable recovering condition by year 5.</p> <p><u>On areas of upland dry heath and upland wet heath as identified on your FEP map</u></p> <p>By year 5:</p> <ul style="list-style-type: none"> ● less than 10% of bog-mosses (<i>Sphagnum</i> species) should be damaged or dead; ● flowering heather plants should be frequent between July and September; ● dwarf shrubs should be at least frequent. <p>By year 10:</p> <ul style="list-style-type: none"> ● at least 2 dwarf shrub species should be frequent; ● the cover of dwarf shrubs should be at least 75% or have increased by at least 20%; ● heather should have a diverse age range, with pioneer stage plants covering between 25% and 50% of the area and mature/degenerate plants covering at least 10%. 	<p>Mandatory on all SSSI land.</p> <p>Mandatory where the FEP or other survey information identifies areas of upland dry and wet heath.</p>
<p><u>On areas of blanket bog, as identified on your FEP map</u></p> <p>At least 6 positive indicators (from cross leaved heath, heather, <i>Sphagnum raricus</i>, hare's tail cotton grass, cranberry, bearberry, sundew, should be frequent.</p> <p>By year 5:</p> <ul style="list-style-type: none"> ● areas with cotton-grass should show frequent flowering in spring; ● in areas with heather cover, heather flowers should be frequent between July and September; ● dwarf shrubs should be at least frequent; ● less than 10% of the cover of bog-mosses (<i>Sphagnum</i> species) should be damaged or dead. <p>By year 10:</p> <ul style="list-style-type: none"> ● cover of bog-mosses (<i>Sphagnum</i> species) should be at least 33%, *2; ● at least 2 dwarf shrub species should be frequent; ● cover of dwarf shrubs should be between 33% and 75%; ● cover of grasses,/ sedges,/ rushes should be less than 75%. 	<p>Mandatory where the FEP or other survey information identifies areas of blanket bog.</p>

Table continued...

Indicators Of Success	Guidance for NE Advisers
<p><u>On areas of montane heath as identified on your FEP map</u></p> <p>By year 10:</p> <ul style="list-style-type: none"> the cover of negative indicator species should be less than 10%; the cover of (named) positive indicator species should be at least 25%; at least 1 moss, liverwort or lichen and 1 dwarf shrub species should be frequent. 	<p>Mandatory where the FEP or other survey information identifies areas of montane heath.</p>
<p><u>On areas of upland valley mires as identified on your FEP map</u></p> <p>In springs and flushes at least 3 positive indicator species should be frequent.</p> <p>By year 5:</p> <ul style="list-style-type: none"> flowering cotton-grass should be frequent in spring; flowering heather should be frequent between July and September; less than 10% of bog-mosses (Sphagnum species) should be damaged or dead. <p>By year 10;</p> <ul style="list-style-type: none"> cover of bog-mosses should be at least 33%; cover of dwarf shrubs should be between 25% and 75%; cover of grasses, sedges, rushes should be less than 75%. 	<p>Mandatory where the FEP or other survey information identifies areas of upland valley mires, springs and flushes.</p>
<p><u>On areas of calcareous grassland as identified on your FEP map</u></p> <p>The soil phosphate index should be between 0 and 1.</p> <p>At least 1 positive indicator species should be frequent and a further 3 occasional.</p> <p>Cover of desirable herbs should be between 30% and 90%.</p> <p>Cover of herbs indicative of nutrient enrichment (common daisy, creeping buttercup,) should be less than 25%.</p> <p>At least 40% of herbs should be flowering between May and July.</p> <p>Blue moor-grass should be frequent.</p> <p>Cover of undesirable species including: creeping and spear thistle, curled and broad-leaved dock, common ragwort, common nettle, cow parsley, hogweed and coarse grasses such as false oat-grass and Yorkshire fog should be no more than occasional /less than 5%.</p>	<p>Mandatory where the FEP or other survey information identifies areas of calcareous grassland.</p>

Table continued...

Indicators Of Success	Guidance for NE Advisers
<p><u>On areas of calaminarian grassland as identified on your FEP map</u></p> <p>The soil phosphate index should be between 0 and 1 and pH between pH5.0 and pH7.5.</p> <p>At least 1 of the positive indicator species should be occasional.</p> <p>The cover of bare ground, including cobbles, gravel, and encrusting lichens should be between 20% and 90%.</p> <p>Cover of undesirable species including; creeping and spear thistle, curled and broad-leaved dock, common ragwort, common nettle, cow parsley, hogweed and coarse grasses such as false oat-grass and Yorkshire fog, should be no more than occasional /less than 5%.</p>	<p>Mandatory where the FEP or other survey information identifies areas of calaminarian grassland.</p>
<p><u>On areas of limestone pavement as identified on your FEP map</u></p> <p>By year 5:</p> <ul style="list-style-type: none"> ● woody species should be at least occasional, but not exceed 30% cover; ● undesirable (named) woody species should not exceed 10% of woody cover; ● cover of all undesirable herbaceous species is less than 5%. 	<p>Mandatory where the FEP or other survey information identifies areas of limestone pavement.</p>
<p><u>On areas of upland cliff and scree identified on your FEP map</u></p> <p>By year 5:</p> <ul style="list-style-type: none"> ● [the cover of invasive weeds Rhododendron, Creeping and Spear Thistle, docks, XXXX should be less than 1%; ● less than 50% of broad-leaved plant leaves, /fronds (ferns) or shoots (dwarf shrubs) should show signs of grazing or browsing; ● the area of disturbed bare ground should be less than 10%. /The cover of Bracken, scrub and trees together should be less than 25%]. 	<p>Mandatory where the FEP or other survey information identifies areas of upland cliff and scree.</p>
<p>By year 3 Violets growing in areas of shallow (<15cm deep) bracken litter should be at least occasional during late winter/ early spring on the area identified for this action on your agreement map.</p>	<p>Mandatory where high brown fritillaries are present or potentially present.</p>
<p>By year 2 one or more of species[bugle, daisy, XXX] [lady's bedstraw and rock rose] should be in flower during May and June, and at least occasional across the target area/area of limestone grassland identified on your FEP map.</p>	<p>Mandatory if the FEP identifies limestone grassland as a feature.</p>

Definitions:

Occasional: present in at least 1 stop in 10 in a walk across the area.

Frequent: present in at least 3 stops in 10 in a walk across the area.

Monitoring and evaluation of the Delivery Requirements, Indicators Of Success and agreement aims

Confirm the way that agreement delivery will be assessed and reported. Refer to the methodologies to be used and, where possible, state how, when and by whom the assessment will be made.
CLEAR LINK NEEDED WITH FEP MAPS.

Eligibility

Moorland with features currently in good condition are eligible for this option, including moorland areas where maintenance will promote good soil management, which may reduce diffuse pollution.

The option can be located on the same land as ELS option L6 but with a reduction to the HLS payment.

Suitability

Suitable for moorland grazing units, generally meeting all of the following criteria:

- Within both the Moorland Line and SDA (in the LFA).
- Predominantly above 250m (may vary with latitude and local climate).
- Above the stockproof boundary with enclosed agricultural land (but may include large enclosures adjacent to moorland, such as allotments, intakes and newtakes).
- Characterised by the presence of upland habitat features (upland heath, montane heath, blanket bog, upland valley mires, springs and flushes, upland calcareous grassland, limestone pavement, upland cliff and scree, calaminarian grassland) and species (eg red grouse, breeding merlin, golden plover, dunlin, ring ouzel and twite, and mountain hare).
- Includes areas within Natural England's BAP Priority Habitat inventories for Upland Heathland, Blanket Bog and Upland Calcareous Grassland (but generally not Lowland Heathland.) [The latest (Phase 3) revised versions of these also use the Moorland Line to differentiate from lowland habitats.]
- Current management is generally based on extensive grazing and/or burning.

There will be borderline cases, especially on the upland fringe, where some but not all the above criteria are met. In addition, some criteria will be met by land that is not moorland. For example some land in the Moorland Line in the SDA is not moorland (eg some White Peak Dales which are generally regarded as lowland calcareous grassland) and at least some land in the Moorland Line in the DA (rather than SDA) is also not moorland (eg West Penwith and The Lizard lowland heaths in Cornwall). In other areas, sites may be transitional between moorland and lowland habitats in particular lowland heathland and grasslands. In such cases a judgement will need to be made (and justified) by the adviser that should also take into account current condition and its causes, and hence current management needs of the option and alternative options & #8217; (eg HO2, HK7) prescriptions and indicators.

The option also has the potential to include scrub, woodland, lowland heathland and possibly other lowland features, particularly grassland, when contained within a moorland grazing unit. Where a mix of these features are present, all major features should be in good condition (though historic and minor features may be in poor condition) or, in the case of indicators relating to undesirable species, targets can be met quickly by appropriate management.

Stocking should be controllable in order to meet the agreed monthly calendar and specific IoS, which can be achieved in conjunction with grazing-related supplements. Normally a whole grazing unit will be entered into the option.

To complete a moorland stocking prescription, you will need to carry out a number of calculations, based on information from the FEP map, and from the stocking calendar provided by the grazier(s).

Moorland Stocking Rate Calendar

Please consult your Natural England Landscape specialist where proposals include scrub management, burning or new fencing.

Relevant Features

- Blanket bog - BAP habitat - Grip, M06
- Calaminarian grasslands, G10
- Curlew, SB04
- Habitat for breeding waders - upland, G14
- Juniper, SP01
- Limestone pavement - BAP habitat, L01
- Mountain Heath - BAP habitat, M05
- Redshank, SB09
- Reed bunting, SB10
- Uncommon Birds - dunlin, SB19
- Uncommon Birds - golden plover, SB19
- Uncommon Birds - merlin, SB19
- Uncommon Birds - ring ouzel, SB19
- Uncommon Invertebrates - high brown fritillary, SI01
- Uncommon Invertebrates - hornet robberfly, SI01
- Uncommon Invertebrates - pearl-bordered fritillary, SI01
- Upland calcareous grassland - BAP habitat, G08
- Upland cliffs and screes, M07
- Upland flushes, fens and swamps - BAP habitat, M08
- Upland heath - BAP habitat (Generic), M04
- Upland heath - BAP habitat - Dry, M04
- Upland heath - BAP habitat - Wet, M04

Annex 6.7 HL09 & 10 Maintenance and restoration of moorland – example schedule

Agreement AG000XXXXX – Hill Top Farm Schedule 3.1 – Bleak Moor and Shady Gill

1. The agreement land covered by this schedule and HLS options applied

This schedule applies to Bleak Moor and Shady Gill, including the RLR parcels and areas shown in the table below. The HLS options and supplements that apply to each RLR parcel are also shown below.

RLR parcel no.	Area in hectares	HLS options applied
YZ00XX XX01b	part parcel, 50	HL10 – Restoration of moorland HL12 – Supplement for management of heather, gorse and grass by burning, cutting or swiping
YZ00XX XX02	500	HL10 – Restoration of moorland HL12 – Supplement for management of heather, gorse and grass by burning, cutting or swiping HL16 – Shepherding supplement
YZ00XX XX03a	part parcel, 75	HL09 – Maintenance of moorland HL12 – Supplement for management of heather, gorse and grass by burning, cutting or swiping
YZ00XX XX04	300	HL09 – Maintenance of moorland HL16 – Shepherding supplement HR5 – Bracken control supplement
YZ00XX XX05	15	HL09 – Maintenance of moorland
YZ00XX XX06	55	HL09 – Maintenance of moorland

The entire area to which this schedule applies is shown coloured pink on the agreement map.

The agreement payments to be made against these land areas and HLS options are shown at Agreement Part 2a, agreement document pages XX to XX.

2. Bleak Moor Site Of Special Scientific Interest (SSSI) formal consent

The agreement land covered by this schedule also forms part of the Bleak Moor SSSI, including units: 25, 40, 41 and 45 and part of unit 26. All SSSI land is shown outlined in purple on the agreement map.

By entering into this agreement, Natural England is consenting the operations prescribed on this schedule for the term of the agreement from XXXXX to XXXXX.

If you wish to change the proposed operations in your agreement, or carry out additional operations on the land which appear on the list of Operations Likely to Damage the features of the SSSI, or if a time period given in your Agreement has expired, you are required to give further written notice to Natural England.

On the signing of this Agreement, any previous consents applying to land covered by this agreement schedule, made before entering into this agreement, are withdrawn and superseded by this agreement for the term of the agreement.

3. The features which are the focus of this agreement schedule

The table below provides details of the features which you are required to maintain or enhance, giving their locations and current condition.

Feature (FEP reference)	RLR parcel and SSSI unit numbers Farm Environment Plan (FEP) map sheet	Current condition category
Upland heath - BAP habitat – Dry (M04)	YZ00XX XX01b & YZ00XX XX02 SSSI units 25 & 26, FEP map sheet 2 of 3	SSSI condition 'unfavourable no change'
	YZ00XX XX03a & YZ00XX XX04 SSSI units 40 & 41, FEP map sheet 3 of 3	SSSI condition 'unfavourable recovering'
Upland heath - BAP habitat – Wet (M04)	YZ00XX XX03a & YZ00XX XX04 SSSI units 40 & 41, FEP map sheet 3 of 3	SSSI condition 'unfavourable recovering'
	YZ00XX XX005 & YZ00XX XX06 SSSI unit 45, FEP map sheet 1 of 3	SSSI condition 'unfavourable recovering'
Blanket bog - BAP habitat (M06)	YZ00XX XX005 & YZ00XX XX06 SSSI unit 45, FEP map sheet 1 of 3	SSSI condition 'unfavourable recovering'
Habitat for breeding waders – upland (G14)	YZ00XX XX01b & YZ00XX XX02 SSSI units 25 & 26, FEP map sheet 2 of 3	SSSI condition 'unfavourable no change'
	YZ00XX XX04, YZ00XX XX005 & YZ00XX XX06 SSSI units 40, 41 & 45, FEP map sheet 3 of 3	SSSI condition 'unfavourable recovering'
Uncommon birds - Golden Plover (SB19)	YZ00XX XX01b & YZ00XX XX02 SSSI units 25 & 26	SSSI condition 'unfavourable no change'
	YZ00XX XX04, YZ00XX XX005 & YZ00XX XX06 SSSI units 40, 41 & 45	SSSI condition 'unfavourable recovering'
Uncommon birds – Merlin (SB19)	YZ00XX XX01b & YZ00XX XX02 SSSI units 25 & 26	SSSI condition 'unfavourable no change'
	YZ00XX XX04 & YZ00XX XX06 SSSI units 40, 41 & 45	SSSI condition 'unfavourable recovering'
Juniper (SP01)	YZ00XX XX03a, FEP map sheet 3 of 3	FEP condition A
Ancient trees(T01)	YZ00XX XX03a, FEP map sheet 3 of 3	FEP condition A
Native semi-natural woodland (T08)	YZ00XX XX03a, FEP map sheet 3 of 3	FEP condition A
Above-ground historic features (H01)	YZ00XX XX02 & YZ00XX XX04, HER map refs. SMXX & SMXX	FEP condition B
	YZ00XX XX02 & YZ00XX XX04, HER map refs. SMXX & SMXX	FEP condition C
Below-ground historic features (H02)	YZ00XX XX02 & YZ00XX XX04, HER map refs. SMXX & SMXX	FEP condition A

Feature (FEP reference)	RLR parcel and SSSI unit numbers Farm Environment Plan (FEP) map sheet	Current condition category
Table continued...		
Historic routeways (H03)	YZ00XX XX03a & YZ00XX XX04, HER map ref. SMXX	FEP condition B
Relict boundary of historic importance (H05)	YZ00XX XX01b, HER map ref. SMXX	FEP condition C

The features listed in the table above are recorded in your Farm Environment Plan (FEP). The feature and condition categories are described in more detail at Agreement Appendix X.

4. Summary aims for the land covered by this schedule

To achieve and maintain SSSI favourable condition on areas of wet and dry upland heath, blanket bog and mire. This includes maintaining the hydrological integrity of the peatland system and other wetland features.

To maintain good habitat and nesting conditions for merlin and golden plover.

To maintain the existing native broadleaved tree cover along the eastern slopes of Shady Gill.

To maintain the population and cover of juniper on the western slopes of Heathery Rigg.

To retain all the features listed on the Historic Environment Record within the modern landscape and protect them from damage.

To consolidate and protect the relict boundary of historic importance in YZ00XX XX01b.

To maintain landscape character.

5. You must meet the following requirements on the land covered by this schedule

These are the requirements against which your agreement delivery will be assessed.

Grazing and livestock management

The agreement land must be grazed with sheep, hardy cattle or hardy ponies, every year, between lambing and tugging. Stock must range across all of the agreement land covered by this schedule. (A stock management plan and accompanying map has been provided to give supporting guidance only on sustainable stocking rates, stock management and shepherding practice. This is attached at Agreement Appendix X).

On areas of upland dry heath and upland wet heath, as identified on your Farm Environment Plan map, between February and April, no more than 33% of heather shoots should show evidence of grazing.

Supplementary feeding is confined to:

- the provision of mineral blocks; and
- to feeding hay and/or haylage only, during storm conditions and in late pregnancy.

There must be no sign of damage to soils and vegetation as a result of using ring feeders, or feeding racks. Soils and vegetation must not be damaged by feeding big bales or by vehicle use.

There must be no sign of discarded wrapping and by the end of April each year there must be no visible sign of feed remains.

Feed must not be spread over Historic Environment Record features shown on the Historic Environment Record map at Appendix X.

Burning and cutting

Burning is only allowed between 1 October and 15 April.

There must be no signs of burning or cutting on the areas of blanket bog identified on your Farm Environment Plan map on the agreement land covered by this schedule.

There should be no signs of burning or cutting on the following features identified on your Farm Environment Plan map on the agreement land covered by this schedule.

- Flushes and mires, including areas around springs, pools, wet hollows and those rich in bog mosses (*Sphagnum* species), other mosses, liverworts and or lichens.
- Areas with native trees or shrubs in YZ00XX XX03a.
- Areas where soils are less than 5 centimetres deep.
- Areas within 5m on either side of the edge of a watercourse.
- Steep slopes and gullies greater than 1 in 3 on blanket bog and 1 in 2 on dry heath.
- Archaeological and historic features marked on the Historic Environment Record map.

There must be no signs of burning into the moss, liverwort and lichen layer, or exposure or breaking of the peat surface due to burning or cutting. Burns must remove the dwarf-shrub canopy leaving behind a proportion of 'stick'.

No burns should exceed 2 ha in size. The majority of burn areas will be less than 30 metres wide and no burn areas will be wider than 55 metres.

Including the 'no-burn' habitats and feature areas referred to above, 10% of the total area of agreement land covered by this schedule, an area of XXXX hectares, should remain un-burnt and un-cut for the entire agreement term.

In YZ00XX XX01b, YZ00XX XX02, YZ00XX XX04 & YZ00XX XX06, in the areas known to be used by ground nesting merlin marked on the agreement map, 30 x 30m blocks of mature or degenerate heather, comprising at least 2% of the total habitat area, must be retained to maintain suitable nesting or habitat conditions.

Bracken

By year 9 bracken should cover less than 10% of the agreement land covered by this schedule.

Trees and scrub

The existing moor edge trees in Shady Gill, YZ00XX XX03a must be retained. All mature or over-mature standing trees and all standing and fallen deadwood must be retained, unless it is a genuine safety hazard. Fallen tree limbs should be left un-disturbed. If they have to be moved, they must be cut up as little as practicable and retained in contact with the soil, preferably under the tree.

Follow a tree protection and planting programme so that, by agreement year 5, 100 mature and ancient trees are protected by wood and post and wire tree guards and 50 trees have been planted, also protected by wood and post and wire tree guards, following the detailed requirements set out in agreement Schedule 5.3. The agreement capital payments associated with this requirement are identified at Agreement Schedule 4.

Tracks and vehicles

Existing roads and tracks as shown on the agreement map can be repaired and maintained as is normal practice using existing local sources of material, where available.

The creation, improvement or upgrade of existing tracks will require separate consultation and consent from Natural England.

Vehicles must not cross:

- flushes and mires, including areas around springs, pools, wet hollows and those rich in bog mosses (Sphagnum species), other mosses, liverworts and or lichens; and
- archaeological and historic features marked on the Historic Environment Record map.

Outside these areas the use of vehicles must not result in undue rutting or undue damage to the surface vegetation.

During the bird breeding season 1 April to 31 July vehicle use off established routes and tracks must be kept to a minimum to avoid disturbance to birds and damage to nest sites.

Drainage

There must be no new drainage or modification/improvement to existing drainage systems. Existing drains along walls or established tracks, as shown on the agreement map, can be maintained but not deepened, widened or improved.

Any other maintenance of drains or watercourses requires separate consultation and consent from Natural England.

Historic features

For the archaeological/historic features shown on your Farm Environment Plan map:

- they should have suffered no further degradation;
- the depth of soil covering the feature/s should have been maintained;
- detrimental indicators (for example, burrows, bare patches, scrub growth, poaching and erosion) should cover less than 5% of the area;
- by year 2 /the area of erosion has been reduced by 40%-100% and a permanent grass cover is present;
- the cover of scrub is reduced by 40%-100%;
- the cover of Bracken is reduced by 40%-100%; and
- the area of active burrows is reduced by 40%-100%.

Follow a programme to consolidate and protect the relict boundary of historic importance in YZ00XX XX01b and shown on the Historic Environment Record map, following the detailed requirements set out in agreement Schedule 5.4. The agreement capital payments associated with this requirement are identified at Agreement Schedule 4. A management plan has been provided to give detailed guidance on the work to be carried out. The work should be completed by agreement year 2.

General requirements

By year 9 disturbed bare ground should cover less than 10% of the agreement land covered by this schedule.

Do not plough, level, infill, lay pipelines or cables, or use for the storage or dumping of materials.

Do not roll, re-seed or chain harrow.

Do not extract materials. Do not disturb or remove rock, scree and other minerals.

Do not apply fertilisers, organic manures, waste materials (including sewage sludge) or lime.

Pesticides, herbicides, insecticides and fungicides must not be used on the land except for the control of bracken, spot-spraying or weed-wiping of spear thistle, creeping thistle, curled dock, broad-leaved dock, common ragwort, nettles, tick control, dosing of sheep or grouse for worms and vaccination against louping ill, use of natural quartz grit and medicated grit.

6. Additional indicators of success that will be used to measure if the agreement aims for land in this schedule are likely to be achieved

These are indicators which may not be fully under your control but which will be used to measure success along with the delivery requirements set out under section 5 above.

All SSSI land should be in unfavourable recovering condition by year 5.

On areas of upland dry heath and upland wet heath as identified on your FEP map

By year 5:

- less than 10% of bog-mosses (Sphagnum species) should be damaged or dead;
- flowering heather plants should be frequent between July and September; and
- dwarf shrubs should be at least frequent.

By year 10:

- at least 2 dwarf shrub species should be frequent;
- the cover of dwarf shrubs should be at least 75% or have increased by at least 20%; and
- heather should have a diverse age range, with pioneer stage plants covering between 25% and 50% of the area and mature/degenerate plants covering at least 10%.

On areas of blanket bog, as identified on your FEP map

At least 6 positive indicators (from cross leaved heath, heather, Sphagnum raricus, hare's tail cotton grass, cranberry, bearberry, sundew, should be frequent.

By year 5:

- areas with cotton-grass should show frequent flowering in spring;
- in areas with heather cover, heather flowers should be frequent between July and September;
- dwarf shrubs should be at least frequent; and
- less than 10% of the cover of bog-mosses (Sphagnum species) should be damaged or dead.

By year 10:

- cover of bog-mosses (Sphagnum species) should be at least 33%;
- at least 2 dwarf shrub species should be frequent;
- cover of dwarf shrubs should be between 33% and 75%; and
- cover of grasses,/ sedges,/ rushes should be less than 75%.

Details of the way that your agreement delivery requirements, set out at Section 5 above, and the additional indicators of success, set out at Section 6 above, will be measured are provided at Agreement Appendix 3. Further details of the assessment methodologies to be used will be provided on request.

Monitoring and evaluation of the agreement delivery requirements and indicators of success

Target agreement features, delivery requirements and indicators of success will be monitored as described in the table below.

FEP feature	References	Current condition	Assessment methodology	Assessment details
M04 - Upland heath - BAP habitat - Dry	YZ00XX XX01b & YZ00XX XX02 SSSI units 25 & 26 FEP map sheet 2 of 3	SSSI condition 'unfavourable no change'	Common Standards Monitoring for European dry heath.	Natural England, agreement year 5.
	YZ00XX XX03a & YZ00XX XX04 SSSI units 40 & 41 FEP map sheet 3 of 3	SSSI condition 'unfavourable recovering'		
M04 - Upland heath - BAP habitat - Wet	YZ00XX XX03a & YZ00XX XX04 SSSI units 40 & 41 FEP map sheet 3 of 3	SSSI condition 'unfavourable recovering'	Common Standards Monitoring for European wet heath.	
	YZ00XX XX005 & YZ00XX XX06 SSSI unit 45 FEP map sheet 1 of 3	SSSI condition 'unfavourable recovering'		
M06 - Blanket bog - BAP habitat	YZ00XX XX005 & YZ00XX XX06 SSSI unit 45 FEP map sheet 1 of 3	SSSI condition 'unfavourable recovering'	Common Standards Monitoring for blanket bog.	
G14 - Habitat for breeding waders - upland	YZ00XX XX01b & YZ00XX XX02 SSSI units 25 & 26 FEP map sheet 2 of 3	SSSI condition 'unfavourable no change'	Common Standards Monitoring for European wet and dry heath, blanket bog.	Natural England, agreement year 5.
	YZ00XX XX04, YZ00XX XX005 & YZ00XX XX06 SSSI units 40, 41 & 45 FEP map sheet 3 of 3	SSSI condition 'unfavourable recovering'		

Table continued...

FEP feature	References	Current condition	Assessment methodology	Assessment details
SB19 - Uncommon birds - Golden Plover	YZ00XX XX01b & YZ00XX XX02 SSSI units 25 & 26	SSSI condition 'unfavourable no change'	Upland Breeding Bird Survey	Breeding wader contract survey, agreement years 2 & 7.
	YZ00XX XX04, YZ00XX XX005 & YZ00XX XX06 SSSI units 40, 41 & 45	SSSI condition 'unfavourable recovering'		
SB19 - Uncommon birds - Merlin	YZ00XX XX01b & YZ00XX XX02 SSSI units 25 & 26	SSSI condition 'unfavourable no change'	Upland Breeding Bird Survey	Annual monitoring by the National Park Merlin Group.
	YZ00XX XX04 & YZ00XX XX06 SSSI units 40, 41 & 45	SSSI condition 'unfavourable recovering'		
SP01 - Juniper	YZ00XX XX03a FEP map sheet 3 of 3	FEP condition A	NP juniper survey	Agreement years 3, and 6 by National Park volunteers.
T01 - Ancient trees	YZ00XX XX03a FEP map sheet 3 of 3	FEP condition A	FEP Manual condition assessment page XXX	
T08 - Native semi-natural woodland	YZ00XX XX03a FEP map sheet 3 of 3	FEP condition A	FEP Manual condition assessment page XXX	National Park woodland officer agreement year 5.
H01 - Above-ground historic features	YZ00XX XX02 & YZ00XX XX04 HER map refs. SMXX & SMXX	FEP condition B	FEP Manual condition assessment page XXX	Historic Environment Record monitoring and evaluation contract, planned for agreement year 7.
	YZ00XX XX02 & YZ00XX XX04 HER map refs. SMXX & SMXX	FEP condition C	FEP Manual condition assessment page XXX	
H02 - Below-ground historic features	YZ00XX XX02 & YZ00XX XX04 HER map refs. SMXX & SMXX	FEP condition A	FEP Manual condition assessment page XXX	
H03 - Historic routeways	YZ00XX XX03a & YZ00XX XX04 HER map ref. SMXX	FEP condition B	FEP Manual condition assessment page XXX	National Park Archaeologist on completion of restoration work, planned for agreement year 2.
H05 - Relict boundary of historic importance	YZ00XX XX01b HER map ref. SMXX	FEP condition C	FEP Manual condition assessment page XXX	

Annex 7 Table summarising responses from NE consultees and partner bodies

Less management prescription more outcome focus trialling project

Summary of feedback from Natural England staff

Summary of feedback from external partners

Number of consultation responses

	NE staff	Partners
Number consulted	13	5
Number attending the webinar	7	4
{from those attending the webinar	6	3
Number of responses: {from those consulted but not attending the webinar	2	1
{from those not involved in the original consultation	4	
{total	12	4
Responses using the questionnaire	9	3
Responses using other formats	7	2

Responses are presented as.....

Positive
Generally positive with concerns
Drawing attention to issues or alternatives
Negative

The responses

The approach in general

Feedback	No. of responses from	
	NE staff	partners
An improvement, because...		
The ordering and presentation of the example documents is a potential improvement	3	
The approach may focus agreement holders on the best way to deliver and on outcomes	1	1
A potential improvement, but...		
It may only be practical and appropriate to take this outcome focus for certain options		1
It may not be possible to provide sufficient incentive to meet outcomes with graduated payments		1
The examples don't go far enough in cutting out management prescription	1	
The examples would need further development to present information clearly		1
The examples need to give a clearer picture of what success will look like	1	
The language used need to be simple and tailored to the agreement holder	4	
Total number of responses raising issues relating to further development of presentation	6	1
The approach allows more flexibility but allows for more things to go wrong	3	1
The robustness of the approach is totally dependent on close monitoring of the sites.	2	1
The requirements would have to be very tightly defined		1
Total number of responses raising concerns about negative impacts on biodiversity	5	3
The approach implies a hugely increased aftercare programme and increases the importance of aftercare	2	2
NE may not have the ability to deliver this approach successfully	1	2
Total number of responses raising concerns about resourcing	3	4

Table continued...

Feedback	No. of responses from	
	NE staff	partners
The approach...		
Results in uncertainty over how we will be able to carry out the Habs Regs Assessments required on SAC	1	
Results in uncertainty over the way outcomes might be interpreted as legally binding restrictions on SSSI and whether, if outcomes not delivered, the land manager is breaching consent	1	
It would be better to improve flexibility by....		
Presenting prescriptions as 'Management Guidelines' that land owners must follow unless they can justify variation	1	
Providing an easier derogation mechanism and giving agreement holders ownership by requiring them to justify need	1	
Allowing local delivery teams sufficient flexibility to target and tailor agreements		1
It would be better to focus on outcomes by...		
Graduating payments to reflect outcome delivery		1
Not an improvement, because...		
The approach is not an improvement on the current approach/is not offering significant change	2	
The approach does not result in simplification or reduced prescription	4	
The approach does not increase outcome focus or agreement holder understanding	2	
Some of the outputs and outcomes will be very difficult to measure	3	2
Baseline information is not sufficiently reliable to be used to measure agreement delivery		1
It could result in agri-environment scheme becoming a less reliable income source for agreement holders and less attractive as a result		1
It allows for management to be delivered which could be damaging	2	2
We will have great difficulty meeting the requirement for increased monitoring	1	
Total number of negative responses	14	6

Focussing on outputs and outcomes

Question 1

In general, what do you think will be the positive and negative impacts on agreement-holders of minimising management prescription and providing a strong focus on agreement outputs and outcomes. For example, impacts on: flexibility of delivery, responsibility and accountability?

Feedback to question 1 – impacts on agreement-holders

Feedback	No. of responses from	
	NE staff	partners
Positive impacts, because...		
Perceived benefit of greater management control and flexibility on how outcomes are achieved	2	1
Management can be tailored to local environmental conditions and circumstances	2	
The approach will give agreement holders clear targets	2	
The approach could give agreement holders more ownership of outcomes	2	1
Total number of responses identifying positive impacts	6	2
Positive impacts, but...		
Some agreement holders will prefer simply to follow management prescriptions	1	1
Some agreement holders will still want the security of management prescriptions		1
There will be a need for substantial support and guidance from and regular contact with the delivery body		1
Negative impacts, because...		
The approach will place more demands on and increase risks/possible financial penalties for agreement holders	3	2
Agreement holders will have concerns over the measurement of output and outcomes	3	1
Agreement holders will have concerns over more frequent inspection of their agreements		1

Table continued...

Feedback	No. of responses from	
	NE staff	partners
It does not provide an indication of the management required to deliver the outcomes	1	
Agreement holders will have concerns that agreement payments may not meet the costs of delivering outcomes		1
It does not provide an indication of the implications for management practice	1	
Farmers and land managers may be less likely to apply for agri-environment agreements because the requirement will be perceived to be more stringent		1
Total number of responses identifying negative impacts	8	6

Question 2

Similarly, what do you think the positive and negative impacts might be on the delivery body, again, affecting, for example, flexibility, monitoring, feedback and support requirements?

Feedback to question 2 – impacts on delivery body

Feedback	No. of responses from	
	NE staff	partners
Positive impacts, because...		
The approach will be strongly welcomed by delivery staff as enabling the flexibility to tailor prescriptions and outputs	3	
The approach will provide a clearer basis for reporting and monitoring	3	
Agreements could be developed more easily releasing delivery body resources		1
It may be easier to get buy in to ES from those agreement holders who have so far been resistant	1	
Total number of responses identifying positive impacts	7	1

Table continued...

Feedback	No. of responses from	
	NE staff	partners
Positive impacts, but...		
The approach will lead to the need for more support from the delivery body	3	1
The approach will require higher levels of knowledge and confidence from delivery staff	1	1
The approach will mean that it is more important for agreement-holders to have a single adviser for support		1
The approach will require that agreements are tailored to agreement-holder ability and understanding	1	
The approach will require more adaptation during the agreement term	1	
The approach will require more regular monitoring		1
The approach will require good evidence for the outcomes of different management actions	1	
Negative impacts, because...		
Monitoring will need to be thorough if we are to be sure schemes are delivering and prevent challenge	1	
The approach would place greater demands on the body responsible for inspection and verification		1
There will be a requirement for more and robust baseline data	1	
The lack of management prescription will allow things to go wrong more often	3	1
Having confidence that outcomes will be achieved will be particularly difficult where we know that this will require significant changes in management	1	
There will be no baseline management to measure outcomes against to allow for adaptive management	1	
It will make negotiation and administration of multi party agreements more difficult; it will be difficult to demonstrate the contribution made by individual parties to the agreement and consequently, to justify payment splits	1	
Total number of responses identifying negative impacts	8	2

Question 3

How easy do you think it will be for agreement-holders to understand the approach?

Feedback to question 3 – agreement-holder understanding

Feedback	No. of responses from	
	NE staff	partners
Easy...	1	
Easy but...		
They may not understand the implications, particularly of verifying and measuring outcome delivery	1	1
We will need to ensure supporting documents are clear and reflect what we are trying to achieve	1	1
Understanding may depend on the support that can be offered during agreement development and subsequently		1
Difficult...	1	

Summarising the agreement aims for each agreement land area

Introductory explanation

To provide a focus on outcomes we feel it will probably be important to state what the summary aims of the agreement are. This statement of aims would be in addition to the statement of Delivery Requirements and Indicators Of Success (IOS) to be set out in each agreement schedule.

Question 4

How important do you think it is to provide the agreement-holder with an additional overview statement or summary of the agreement aims?

Feedback to question 4 – summary agreement aims

Feedback	No. of responses from	
	NE staff	partners
Very important/important...	3	1
Important because...		
It would enable the setting of a longer term focus, potentially beyond the agreement term	1	
It would provide continuity through delivery body staff changes	1	
Important, but must be kept simple	2	1
Useful...	2	
A benefit because...		
Overview aims are likely to be read by the agreement holder where detailed prescriptions may not be	1	
Will allow the aims to be much more relevant to the agreement holder	2	
Total number of responses supporting the addition of summary aims	12	
It would be useful to have an overview of agreement aims but agreement holders are unlikely to revisit the aims during the agreement term or to regard them as important unless they form the basis of inspection		1
If overview aims are to form the basis of inspection this needs to be made clear to agreement holders from the outset		1
Not needed because...		
Just adds to the material that needs to be read	1	
Total number of responses not supporting the addition of summary aims	1	

Question 5

Do you think summary aims should be presented for the agreement as a whole or against each agreement schedule?

Feedback to question 5 – presentation of aims

Feedback	No. of responses from	
	NE staff	partners
Aims should be summarised for the agreement as a whole	3	2
Aims should be summarised for the agreement as a whole, but this may be difficult where there numerous objectives	1	
Aims should be summarised for each schedule and with an overview statement for the agreement as a whole	1	
This depends on the agreement and the complexity of the aims		1
It depends on the complexity of the agreement	2	1
Aims should be summarised for each option, schedule or outcome	4	

Question 6

Do you think that summarising the agreement aims could lead to confusion over the relationship between the more detailed delivery requirements and IOS and the aims?

Feedback to question 6 – confusion aims and IOS

Feedback	No. of responses from	
	NE staff	partners
There would not be confusion, provided...		
Aims are expressed as an overview	3	1
Aims are kept short and carefully worded	3	
Total number of responses indicating that confusion could be avoided	6	1
There probably would be confusion...	2	2

The information provided to agreement-holders

Introductory explanation

We feel that, in order to understand the agreement aims agreement-holders will need to understand what the target features are, what their current condition is and what IOS will be measured. They will then need to know how this translates into what is expected of them. They may also wish to know how and when outputs and outcomes will be measured.

The revised template and example option schedules present information on 1)the location and extent of the option, 2)summary aims, 3)relationship with statutory requirements (eg. SSSI, scheduled monuments), 4)environmental features, their extent, location and baseline condition, 5)delivery requirements, management actions and outputs, 6)outcomes or indicators of success, and, finally, 7)how outputs and outcomes will be monitored and reported.

Question 7

Do you think that there is other information that should be presented to agreement-holders and what is it?

Feedback to question 7 – information missing from the examples

Feedback	No. of responses from	
	NE staff	partners
No	3	
Yes, to include...		
Links to additional information available on line, TAN for example	1	
Information on why features are not in good condition		1
Possible threats to achieving the outcomes	1	

Question 8

Do you think that agreement-holders do not need all of this information and that some of it might be off-putting or confusing?

Feedback to question 8 – might the information be off-putting

Feedback	No. of responses from	
	NE staff	partners
The information presented in the examples is needed, because...		
Agreement holders will want to know what is needed, where, what outcomes are wanted and how will be measured; the table format is useful as it brings all this together	1	
The information presented in the examples is needed, but...		
It is difficult to achieve balance between omitting information that is needed and overload	3	
It needs to be streamlined as much as possible		2
The language used needs to be kept as simple as possible, simpler than in the examples and avoid technical terms	5	
The information presented in the examples is needed but, could potentially reduce by removing...		
Features are in table format twice within the schedule could this info be combined	1	
Monitoring methodologies which will mean very little to the agreement holder and will be off-putting	1	
FEP terminology	4	
Total number of responses suggesting modification in the way information is presented	14	2
Not all of the information presented in the examples is needed...	2	

Question 9

Do you think the issues are presented in the best sequence to achieve clarity; if not what sequence do you think they should be present in?

Feedback to question 9 – order of presentation

Feedback	No. of responses from	
	NE staff	partners
The order of presentation in the examples is good/OK	2	
The order of presentation in the examples might be improved by.....		
Presenting management actions and outputs outcomes separately under delivery requirements	1	1
More use of summary tables		1
The order of presentation in the examples is not good/should be modified...	4	

We have more detailed questions below on what information to present to agreement-holders and how best to present it.

Question 10

Other presentational issues...

10.1) Several options presented together or several agreement schedules covering a single land area?

Currently agreement management prescriptions are ordered in the agreement document by option, the prescription is then subdivided as necessary where management requirements and Indicators Of Success (IOS) need to be varied on different land areas covered by the same option. More than one option or supplement can apply to the same land area, in which case the management requirements for each option are presented separately and a land area can be covered by a number of management prescriptions.

In order to achieve a focus on outcomes which of the two approaches presented below do you think will be more effective?

- To retain the current approach and define outcomes and outputs separately for each option so that a number of layered schedules may apply to the same land area.
- To define outcomes and outputs for a number of options on the same schedule where they will apply to the same land parcel, as suggested in the examples provided.

Feedback to question 10.1 – presenting by option or by management area

Feedback	No. of responses from	
	NE staff	partners
a	1	1
b	4	1
Should allow flexibility for both	4	1

10.2) Locating the land to which the agreement option and schedule applies

An agreement schedule might apply to a number of entire and part Rural Land Register (RLR) land parcels, which may or may not: be defined by field boundary structures, sit alongside other agreement land covered by different agreement schedules.

How important is it to identify the land area on each agreement schedule?

Do you think that this should be done by listing RLR parcels, marking on the agreement map or both?

All respondents thought that identifying the land area on each schedule is very important.

Feedback to question 10.2 – identifying the land

Feedback	No. of responses from	
	NE staff	partners
Listing RLR parcels and showing on a map	7	1
Showing on a map is the most important means of identifying agreement land		1
Would be good to be able to list field names as well where they exist	1	2
Need to show all agreement land, not just land where non-rotational options are placed		1
It would also be helpful and reduce complexity if entry and higher level options could be shown on the same map		1

Baseline information and measuring outcomes

Introductory explanation

Currently, for HLS agreements, the baseline information against which agreement outcomes are measured is defined by FEP condition categories and, for some SSSI agreements, by SSSI condition status. These baseline systems are not synchronised but on SSSI the SSSI condition status will take precedence. The revised template and example option schedules is based on this current categorisation.

Question 11

Do you think it is useful for agreement-holders to be provided with baseline information for the features which are the focus of the schedule?

Feedback to question 11 – providing baseline information

Feedback	No. of responses from	
	NE staff	partners
Yes...	1	1
It is also important to cross reference to information: describing condition categories, providing justification for the categories awarded to the particular features and describing what the target condition will look like	1	
Yes because...		
It sets out clearly the initial condition of the land against which their management will be judged and indicates the scale of change needed	3	
Most agreement holders take a keen interest in their land	1	
Total number of responses supporting the provision of baseline information	6	1
Yes but...		
Confidence in the accuracy of FEPs will need to be improved for this to be meaningful	1	
The language used needs to be kept very simple	3	
We should provide information on features in an addendum	1	
Total number of responses raising concerns over the provision of baseline information	5	
No	1	
Features yes, condition no	1	
Agreement holders would like to have this information to give them feedback on what their agreements achieving but not to be used to measure delivery		1
Total number of responses not supporting the provision of baseline information	2	1

Question 12

Is it important to cross reference this baseline information with summary aims?

Feedback to question 12 – cross referencing baseline information and aims

Feedback	No. of responses from	
	NE staff	partners
Yes because...		
It would provide the agreement holder with an understanding of where they are at the start of the agreement and where they need to be by the end	1	1
This provides the justification for the aims of the agreement	1	
Yes but...		
You need good data	1	
Only on a broad level	1	
No because...		
This would add to complexity		1
No summary aims should not be that specific	1	
No	1	

Question 13

How important is it to provide information on when, who and how outputs and outcomes will be measured?

Feedback to question 13 – providing information on the measurement of outputs and outcomes

Feedback	No. of responses from	
	NE staff	partners
Essential	1	2
Important		1
Important but...		
It needs to be kept as simple as possible	3	
But it may be really difficult to establish at start of agreement	2	
We should provide information on features in an addendum	1	
Not important because...		
It will provide too much information	1	
Don't think agreement holders will be interested	1	
Not important	1	

Question 14

How much detail should be provided on the methodologies that will be used to measure outputs and outcomes; do you think that the level of detail provided in the example schedules is about right, or should there be more or less detail?

Feedback to question 14 – how much information to provide on measurement methodologies

Feedback	No. of responses from	
	NE staff	partners
Extremely important to provide information...		
On all aspects of the measurement of agreement delivery, agreement holders need to know the detail of how they will be measured		1
The level of detail is good...	1	1
Don't need information on methodologies, but...		
It could be placed in an addendum	1	
Most agreement holders will not want this but should be given the option	3	2
Don't need information on methodologies, because...		
NE resources and strategy for monitoring change too often for this to work	1	
It is not needed for the day to day running of the agreement	1	
For the vast majority of farmers the survey methodology information would be meaningless and is more likely to confuse or even deter them from signing up	1	

Question 15

Do you think that the example schedules demonstrate the difference between features, summary aims and delivery requirements or indicators of success? If you think they do not, how do you think this can be demonstrated more effectively?

Feedback to question 15 – demonstrating the difference between features, aims, delivery requirements and IOS

Feedback	No. of responses from	
	NE staff	partners
The examples do demonstrate the difference but...		
They don't give sufficient clarity over the role the different elements will have in the measurement of success...how they will be used		1
They do demonstrate the difference, but the presentation is complex and we need to consider if we can simplify and use less technical language	2	1
Tabular presentation could help to reduce confusion		1
The information is too detailed to be read by agreement holders, it may be off-putting and could lead to important requirements being missed	3	
The presentation is too complex...	1	

Delivery requirements

Introductory explanation

The aim in presenting delivery requirements on the revised template and example option schedules has been to include only essential management prescriptions and outputs. These are based on the requirements described in existing HLS management prescription templates and the language used has been changed as little as possible. The purpose of this consultation is to look at the concept, level of detail and communication to the agreement-holder rather than the technical requirements for habitat management, which will need reviewing at a later stage.

Question 16

Do you feel that the presentation of management actions and outputs in the revised and example documents raises any particular concerns about the approach as a whole?

Feedback to question 16 – describing outputs and management actions

Feedback	No. of responses from	
	NE staff	partners
No		1
The descriptions provided in the examples cause concern because...		
Too much management prescription has been removed...ie hay cutting dates, seed mixes	3	
They may not provide sufficient information for agreement holders		1
More clarity is needed about what is and is not permitted	1	
It allows for management actions which may have serious adverse effects	1	
It is too complex	1	
Management actions and outcomes/outputs need to be presented separately	2	

Question 17

Do you have any specific issues with the language used to describe the management actions and outputs in the revised and example documents?

Feedback to question 17 – the language used

Feedback	No. of responses from	
	NE staff	partners
No issues with the language used, it is fine...	1	1
Ideally the language needs simplifying but it is acknowledged that this is difficult especially for SSSI	1	
Issues with the language used, because...		
It is dry, bland and uninspiring	1	
The section titles are too long and wordy	1	
The language needs to be simpler and avoid technical terms	2	

Question 18

Do you think that agreement-holders will have issues and concerns over verifiability of delivery requirements and outputs and over potential enforcement?

Feedback to question 18 – agreement-holder concerns over verifiability

Feedback	No. of responses from	
	NE staff	partners
We need to minimise concerns by...		
Ensuring that we provide information to agreement holders on how their agreements will be inspected and regulated	2	
Providing sufficient detail to allow agreement holders to understand their liabilities while making this as simple as possible....with more simplicity than presented in the examples	1	1
Total number of responses suggesting how we can minimise concerns	3	1
Agreement holders will have concerns because...		
Of the implications of failing to deliver the outcome	3	1
Of uncertainty over how are they going to be measured, the way inspection would be carried out and breaches pursued	4	1
Total number of responses indicating that agreement holders will have concerns	7	2

Statutory designations

Introductory explanation

On an SSSI an HLS agreement document constitutes a formal consent, issued by NE, to permit the SSSI land owner and/or occupier to carry out any prescribed management activities within the SSSI.

Question 19

How important do you think it is that the agreement document explains the relationship between the HLS agreement and the SSSI legislation and explains the SSSI owner occupier/agreement-holder's responsibilities and permissions?

Feedback to question 19 – importance of providing SSSI information

Feedback	No. of responses from	
	NE staff	partners
Essential because...		
We have many issues with current agreements on SSSIs stemming from the agreement holder not understanding their responsibilities	2	
Because SSSI owners and occupiers need to have a very clear understanding of what operations have consent and what operations do not	1	1
Important to avoid confusion		1
Important, but....		
Information should be provided in a separate annex to avoid adding complexity	3	1
It needs to be brief	1	
Not important...		
As long as agreement holders do understand the legal obligations	1	

Question 20

How useful do you feel it is to provide cross references to statutorily designated areas? Should this be done only for SSSI, where the agreement document will act as a formal consent, or for all statutory features, for example, scheduled monuments.

Feedback to question 20 – cross references designated areas

Feedback	No. of responses from	
	NE staff	partners
This is really important for all designations	2	
This would be useful for all designations	3	
Useful in general, essential for SSSI	1	1
Total number of responses supporting the provision of cross referenced information	6	
Useful but needs to applied flexibly depending on the circumstances		1
Not important because SSSI/SM owners and occupiers already know about these features	1	

Question 21

What additional information, if any, do you think should be provided to agreement-holders in respect of designated features?

Feedback to question 21 – what designated feature information to provide

Feedback	No. of responses from	
	NE staff	partners
Need flexibility on this at adviser's discretion	1	
Need to ensure that we include information on SPA and SAC	1	
Need to cross reference to designated area citations and current condition status descriptions and justifications	1	
Need to give contact details if there are other organisations with statutory responsibility	1	1
None	2	

Introductory explanation

SSSI land is often divided into reporting units. Frequently these do not conform to RLR parcels and the relationship between a land area delivering the same or similar outputs and outcomes, SSSI units and RLR parcels may be complex.

Question 22

For agreement-holders with SSSI land, how important is it to provide references to and/or maps for the SSSI reporting units on land covered by the schedule and to demonstrate their relationship to RLR parcels and agreement options?

Feedback to question 22 – mapping SSSI reporting units

Feedback	No. of responses from	
	NE staff	partners
Essential because in some existing agreements issues have been caused by the agreement holder not fully understanding the extent of the SSSI	3	
Important		1
Useful and should be presented on a map	1	
Important, but...		
Should include designation boundaries only	1	
Should ensure does not duplicate information provided elsewhere		1
Not important...		
At all	1	
In most cases	1	

Providing guidance to support the agreement document

Introductory explanation

In minimising management prescription there will be some circumstances, where complex management is needed or where agreement-holders themselves prefer the reassurance of more detailed management guidance, where it will be necessary to set this detail out in a separate document.

Question 23

Do you have views about providing supporting guidance such as management plans and stocking calendars?

Feedback to question 23 – provision of supporting guidance

Feedback	No. of responses from	
	NE staff	partners
Additional guidance should be provided, to include....		
TAN should be developed for each option and cross referenced to the delivery requirements	1	
Tailored management plans	2	1
Additional guidance will be needed in some cases, but...		
It should only be provided where it can be clearly understood and implemented	1	
It should be provided only where absolutely necessary or it will detract from the approach		2
It is important to allow flexibility for advisers to tailor what is needed as appropriate	1	

Question 24

Do you have views on the way that supporting documents should be provided?

Feedback to question 24

Feedback	No. of responses from	
	NE staff	partners
As an annex		1
This should be determined by the adviser depending upon the agreement holder. There should be provision for both hard copy and electronic formats.	1	
It is important that it is linked to the schedules (from an IT perspective) so that it is not forgotten about should the agreement schedule be amended at some point in the lifetime of the agreement.	2	1
Use should be made of other formats, maps, photos. Internet links, DVD.		1
It would be important that there is clear guidance for delivery staff on how this information should be presented and linked to the agreement documents	2	
No views	1	

Annex 8 The issues raised during the agreement-holder workshops

Issue	By 1 or >1 individual
General	
The approach should be offered in parallel with the existing management prescription approach so that prospective agreement holders can make a choice.	>1
	1
	>1
For some outcomes (particularly for very mobile species including birds) the approach will only work at a landscape scale and agreement targeting would need to reflect this building links between agreements.	>1
	>1
	>1
The approach might mean that the scheme is harder to get into with more caution taken over the selection of sites where there is confidence that outcomes can be met the implication that agreement holder skills and resources have to be sufficient.	>1
The approach might mean that a larger proportion of the budget needs to spent in the uplands to reflect priorities and the difficulty of delivering more complex outcomes.	1
The approach could get incredibly complicated and we might be best sticking with what we have got!	>1
	>1
The approach will be a benefit in that it should remove the need to carry out unnecessary management which is currently an agreement requirement.	>1
The approach doesn't appear to be significantly different to the current approach	1
Some participants wonder if the delivery body will ever have sufficient resource to deliver this approach effectively.	>1
The delivery body would need to have a better skills base to deliver this approach effectively.	1

Table continued...

Issue	By 1 or >1 individual
Agreeing objectives and outcomes	
If an outcome focussed approach is to work effectively it must encompass and give a balanced priority to a wide range of outcomes including, for example the maintenance of cultural landscapes, healthy management infrastructure/farm systems and ecosystem services as well as narrower biodiversity outcomes.	>1
	>1
	>1
	>1
It is important that outcomes can include public access and education to help spread the message about the benefits of agri-environment agreements to the general public	>1
To work effectively an outcome focussed approach would need to be based on better partnership working between delivery body and agreement holders, allowing and providing a transparent process for joint development of and agreement over outcomes.	>1
	>1
Setting the right objectives and outcomes at the outset would be the most important step in the process. It could be difficult.	>1
	>1
	>1
Outcomes will be more achievable if they are set as broad environmental aims rather than tight target for, for example, particular species populations.	>1
Outcomes would need to be tailored to a particular area to reflect local conditions.	>1
	>1
The approach would allow local knowledge to be taken into account.	>1
Outcomes would need to be tailored to individual holdings.	>1
	>1
It would be good if agreement outcomes could be adapted as the agreement progressed, starting with outcomes which are not too challenging and be built onto as initial outcomes are achieved.	>1
It will need to be clear where outcomes apply to an entire holding and where they apply to particular areas within the holding.	1
More effort would need to be made to remove inappropriate and unnecessary requirements from agreement templates so that effort is not wasted trying to meet them.	1
It is critical that the language used and the presentation style facilitate agreement holder understanding of what is required.	>1

Table continued...

Issue	By 1 or >1 individual
Understanding, the ability to deliver and the need for support	
It is felt that many agreement holders will not have the expertise to engage effectively in the propose approach.	>1
Some agreement holders feel that they would need support and advice to help them deliver outcomes, including, in some cases non-mandatory written guidance and management plans.	>1 >1 >1
The delivery body would still need to maintain a regular presence to support and advise.	>1
The provision of training and support for the continuing development of agreement holders to enable them to understand and be able to deliver agreement objectives would be even more important.	>1
There would be a need to support agreement holders in negotiations with third parties to achieve the right conditions for outcomes to be achieved. (eg. The Environment Agency and water level management at Pevensey).	>1
The approach might work well for more experience agreement holders, familiar with agri-environment schemes but those new to agri-environment might need a more management prescriptive approach.	1 >1
Under this approach it would be particularly helpful for local farmer groups to be supported and facilitated to allow for information exchange on what works and what does not.	1
Some agreement holders would welcome more freedom to decide on day to day management while still retaining a focus on and commitment to achieving environmental outcomes.	>1 >1 >1 >1

Table continued...

Issue	By 1 or >1 individual
Evidence, measurement and assessment	
Regular measurement of outcome milestones and provision of regular updates from the delivery body on progress towards objectives would be very important.	>1
	>1
	>1
The facility for agreement holders to contribute to measurement and providing updates on progress towards objectives would also be very important.	>1
	>1
	>1
Progress would need to be measured at a number of milestones and achievement of outcomes assessed against a series of measurements to take account of natural variation in seasons and natural systems.	>1
	>1
There would need to be a transparent process which agreement holders could contribute to, to agree the extent to which outcomes have been delivered.	>1
	>1
Some outcomes would be very difficult to measure, ecosystem services for example.	>1
There would need to be better integration between the delivery body (NE) and the inspection body (RPA) to ensure that inspections are fit for purpose and focussed on the outcomes being met.	>1
With the proposed approach it will be even more important that and that there is ongoing discussion between the delivery body and agreement holders over management and progress towards objectives with the aim of informing adaptive management and providing a feedback loop.	>1
	>1
	>1
	>1
	>1
(Records have not been kept of management actions on agreement land so that the validity of existing management prescriptions is suspect.) In order for an outcome focussed approach to work well records of management actions would need to be maintained to inform adaptive management.	>1
	>1
Currently, in any one year, outcomes are sometimes delivered on parts of the farm that are not in agreement and not delivered as effectively on the parts of the farm that are....could there be some flexibility over where outcomes are delivered?	>1
Agreements would need to be reviewed well before the end of their term to allow agreement holders the time to respond to any issues which arise....not immediately before the end of the agreement as happens now.	1

Table continued...

Issue	By 1 or >1 individual
Control, responsibility and risk	
Some are concerned that the approach transfers a significant degree of risk over the achievement of outcomes from the delivery body to agreement holders.	>1
	>1
	>1
	>1
There is significant concern over potential reprisals against agreement holders if outcomes have not been delivered by the end of the agreement term.	>1
	>1
	>1
Some think that following a management prescription feels a lot safer.	>1
	1
	>1
	>1
	>1
There would need to be very clear safeguards and processes for identifying and taking account of factors beyond agreement holder control.	>1
	>1
	>1
Some agreement holders are concerned that some less scrupulous agreement holders will take advantage of the loosening of control over day to day management with negative results that will reflect on all.	>1
Payments	
Some feel that there would need to be payments against specific milestones with safeguards over reclaim.	>1
Payments would need to reflect the resource and work involved in delivering an outcome.	>1
	>1
Payments might need to be higher to reflect the additional responsibility required in delivering an outcome.	1
It would be even more important for the delivery body to try to ensure that payment went to party actually carrying out management.	>1
It would be good idea for the scheme to include payments for agreement holders to help measure outcomes.	>1
An outcome focus would be welcomed but not payments based on outcomes.	>1

Table continued...

Issue	By 1 or >1 individual
Use of third parties	
Guidance over management actions, the measurement of progress against milestones, the provision of evidence that outcomes have been met could all be provided by third parties with agreement funding.	>1
More regular 'day to day' management support could be funded through the scheme and delivered by third parties.	>1
Partner bodies should be engaged more closely to share knowledge and provide support, for example FWAG, the RSPB.	>1
Common land	
Some common land agreement holders are concerned that the loosening of control over day to day management will make it very difficult to control the management actions of some members party to joint agreements with potential serious implications for the group as a whole.	>1
There is significant concern that the approach can be applied effectively on common land given the difficulty of working through group agreements.	>1
Some take the view that prescriptions for and control over management actions is the only way to provide sufficient safeguards to individual members of common land group agreements.	>1
Miscellaneous	
The approach should have been explored long before now in response to agreement holder requests over the last 10 years and to allow more time for its development.	>1
It should be possible to offer different agreement terms, this will be particularly important for some outcomes where a long agreement term may be needed to deliver.	>1
Concern was expressed about why NE was exploring this approach eg. to discourage applicants, to save resource, to pass on risk.	1
Doubts were expressed about whether the general public are really interested in the outcomes being achieved by agri-environment spending.	1
Currently the ease of obtaining agri-environment payments results in inflated land values. An outcome focussed approach could help to minimise this by explicitly placing emphasis on the fact that outcomes need to be delivered in return for the payment.	>1
A less prescriptive approach for obtaining SSSI consent would be welcomed so that it would not be necessary to serve notice for every individual management action.	1

Annex 9 Table summarising responses to the agreement-holder questionnaire

The summary questionnaire

1-Understanding the approach

	Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
There is a clear difference between prescribing outcomes and prescribing management actions						
Workshop A				1	3	2
Workshop B (not answered = 1)				1	4	3
Workshop C		1		2	6	2
Workshop D					8	1
Workshop E				1	5	1
Total (41)		1	0	5	26	9

2-The outcomes that agreements are intended to deliver

	Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
2.1-My current agreement provides clear information about its intended outcomes						
Workshop A		2		2	2	
Workshop B			1	1	6	1
Workshop C			2	2	7	
Workshop D (not answered = 1)			1	1	6	
Workshop E				1	6	
Total (41)		2	4	7	27	1
2.2-I know how to judge if my management is delivering these intended outcomes on the ground						
Workshop A		1	2	2	1	
Workshop B				3	3	3
Workshop C			1	3	7	
Workshop D (not answered = 1)			1	3	2	2
Workshop E (not answered = 1)			1	1	3	1
Total (40)		1	5	12	16	6

Table continued...

	Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
2.3-I would prefer it if my agreement required the delivery of outcomes rather than requiring management actions						
Workshop A			1	1	3	1
Workshop B			1	1	4	3
Workshop C			3	2	4	2
Workshop D (not answered = 1)		1	1	4	1	1
Workshop E (not answered = 1)			2		2	2
Total (40)		1	8	8	14	9
2.4-I would find it helpful to have a clear statement of objectives for each area of land under different agreement management						
Workshop A					4	2
Workshop B			1	1	6	1
Workshop C			1		8	2
Workshop D (not answered = 1)				1	6	1
Workshop E				1	4	2
Total (41)		0	2	3	28	8

Table continued...

	Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
2.5-A statement of objectives would help me to focus on what the agreement is intended to achieve						
Workshop A					5	1
Workshop B				1	6	2
Workshop C				2	7	2
Workshop D (not answered = 1)				1	7	
Workshop E				1	5	1
Total (41)		0	0	5	30	6

3-Increasing flexibility in managing agreement land

	Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
3.1-I would like more flexibility over the management required on my agreement land						
Workshop A					2	4
Workshop B		1			7	1
Workshop C				1	7	3
Workshop D					7	2
Workshop E					4	3
Total (42)		1	0	1	27	13
3.2-Prescribing outcomes instead of management actions wouldn't make any difference to the way I manage my agreement land						
Workshop A			5	1		
Workshop B			2	3	4	
Workshop C			4	3	2	2
Workshop D			4	2	3	
Workshop E			1	5		1
Total (42)		0	16	14	9	3

Table continued...

	Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
3.3-If agreements were to prescribe outcomes not management actions, I would still feel the need for some non-mandatory management guidance						
Workshop A					3	3
Workshop B				1	6	2
Workshop C			1	2	5	3
Workshop D					6	3
Workshop E		1		1	5	
Total (42)		1	1	4	25	11

3.4-If you would welcome more flexibility, which areas of management activity is this likely to apply to?

Issue	No of responses
Overall management	1
The long term impacts of agreement management	1
Hay cutting	3
Stocking densities, periods and grassland management	16
Ditch and water level management	2
Timing of management	1
Siting of plots	1
Agronomy	1
Establishment and choice of seed mixes	6
Fertiliser application	1
Use of FYM and other inputs	2
Hedgerow management	1
Heather burning and cutting	2
Capital works	1

3.5-If you would still feel the need for some non-mandatory management guidance, which areas of management activity is this likely to apply to?

Issue	No of responses
Everything	1
Achieving environmental outcomes	1
Management for particular species	1
Measuring environmental outcomes	2
Environmental management	2
Group/commons agreements	2
Predator control	1
Post establishment management of, for eg. grass margins in response to weather conditions	2
Establishment, choice and suppliers of seed mixes	4
Stocking levels, allowing flexibility for bad weather	3

4-Demonstrating that agreement requirements have been met

	Do you....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
4.1-If agreements were to prescribe outcomes, I'd be concerned about my ability to show I'd met the agreement requirements						
Workshop A			1		1	4
Workshop B			3	3	2	1
Workshop C		1	1		7	2
Workshop D			1		5	3
Workshop E			1	1	4	1
Total (42)		1	7	4	19	11
4.2-I'm concerned that prescribing outcomes would lead to greater scrutiny of my agreement						
Workshop A				4		2
Workshop B			2	4	2	1
Workshop C			2	3	5	1
Workshop D			1	1	5	2
Workshop E			1	1	4	1
Total (42)		0	6	13	16	7

4.3-Would you feel able to deliver the following outcomes and outputs as a requirement of your agreement?

HL09 – 12 agreement-holders contributed

I would be able to deliver the following outputs and outcomes....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?	n/a
Stock must range across all of the agreement land covered by this schedule						
Total (13)	0	1	0	7	5	
On areas of upland dry heath and upland wet heath covered by this schedule, between February and April, no more than 33% of heather shoots should show evidence of grazing						
Total (13)	1	1	3	8		
There must be no signs of damage to soils and vegetation as a result of feeding or by vehicle use						
Total (13)	0	5	0	7	1	
There must be no sign of discarded wrapping and by the end of April each year there must be no visible sign of feed remains						
Total (13)	0	1	1	5	6	
There must be no signs of burning or cutting on the following vegetation and habitat types: montane heath, blanket bog, areas dominated by cotton grass, crowberry and bilberry, upland valley mire						
Total (13)	0	4	0	4	2	3
There must be no signs of burning into the moss, liverwort and lichen layer, or exposure or breaking of the peat surface due to burning or cutting						
Total (13)	0	1	1	5	3	3

Table continued...

I would be able to deliver the following outputs and outcomes....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?	n/a
Burns must remove the dwarf-shrub canopy leaving behind a proportion of 'stick'						
Total (12)	0	1	1	6	1	3
There should be no signs of burning or cutting on the following features:						
<ul style="list-style-type: none"> ● Flushes and mires, including areas around springs, pools, wet hollows and those rich mosses, liverworts and or lichens. ● Hags, erosion gullies and areas of bare peat. ● Land above 500 metres. ● Areas with native trees or shrubs. ● Areas where soils are less than 5 centimetres deep. ● Ground made up of scree or where there is high incidence of exposed rock. ● Areas with a noticeably uneven structure, at the spatial scale one metre square or less. ● Areas within 5m on either side of the edge of a watercourse. ● Steep slopes and gullies greater than 1 in 3 on blanket bog and 1 in 2 on dry heath. ● Archaeological /historic feature/s. 						
Total (13)	0	2	2	4	2	3
Burns must not exceed 2ha in size						
Total (12)	0	1	1	5	2	3
Burns must not exceed 30 metres in width						
Total (12)	0	1	1	6	1	3

Table continued...

I would be able to deliver the following outputs and outcomes....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?	n/a
Bracken should cover less than 10% of the agreement land covered by this schedule						
Total (12)	3	1	2	4	1	1
Invasive plants (including rhododendron, creeping or spear thistle, docks and nettles) should cover less than 1% of the agreement land covered by this schedule						
Total (12)	1	2	2	3	2	2
Scrub (excluding Juniper) should cover less than 20% of the agreement land covered by this schedule						
Total (12)	0	2	1	5	2	2
There must be no undue rutting or undue damage to the surface vegetation as a result of vehicle use						
Total (11)	0	2	1	5	2	1
Disturbed bare ground should cover less than 10% of the agreement land covered by this schedule						
Total (11)	0	0	2	4	3	2

HK09&10 – 9 agreement-holders contributed

I would be able to deliver the following outputs and outcomes....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
Provide a sward height of between 5cm and 15cm in October / November		1	1	6	1
Total (9)		1	1	6	1
Cover of undesirable species (including creeping thistle, spear thistle, curled dock, broad-leaved dock, common ragwort, common nettle, bracken) to be less than 5% of the total area covered by this agreement schedule		1	4	2	2
Total (9)	1	4		2	2
There must be no damage to the soil structure or heavy poaching		1	1	5	1
Total (9)	1	1	1	5	1
Between 10% and 80% of the field to have soil damp enough for a 6-inch nail to be pushed into the ground with ease between 1 April and 30 June		1	2	4	1
Total (9)	1	2	1	4	1
The internal ditch area to consist of 10% to 75% open water with or without submerged or floating aquatic plants and 10% to 75% emergent plants		2	3	3	1
Total (9)		2	3	3	1
Wet ditches to have aquatic vegetation cover (submerged, floating and emergent) of between 25% and 75% of water area		2		6	1
Total (9)		2		6	1
Between 5% and 75% of the field to have standing water to a maximum depth of 50cm, between 1 November and 28 February in so far as weather conditions permit				9	
Total (9)				9	

Table continued...

I would be able to deliver the following outputs and outcomes....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
In-field scrub cover to be less than 5% and scrub cover over the ditches to be less than 10%					
Total (9)			1	5	3
Target wader species to be present					
Total (9)			2	4	3

HK 7 – 6 agreement-holders contributed

I would be able to deliver the following outputs and outcomes....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
Provide a sward height of between 2cm and 10cm in Autumn/a sward height of at least 8cm in spring					
Total (6)		4	2		
At least 40% of wild flowers must be flowering between May and June					
Total (6)		4	2		
Soil pH must be between 5.5 and 7					
Total (6)		2	1	3	
Cover of undesirable species (including creeping thistle, spear thistle, curled dock, broad-leaved dock, common ragwort, common nettle, bracken) to be less than 5% of the total area covered by this agreement schedule					
Total (6)		2	1	3	
There must be no damage to the soil structure or heavy poaching					
Total (6)		4	1	1	
Ditches must have aquatic vegetation cover (submerged, floating and emergent) of between 25% and 75% of water area, except in a year when they have been cleared of silt					
Total (6)		2		3	1

HF12 – 13 agreement-holders contributed

I would be able to deliver the following outputs and outcomes....	strongly disagree,	disagree,	neither agree nor disagree,	agree,	strongly agree?
Provide a sustained seed supply for wild birds throughout the winter months					
Total (13)	0	0	3	9	1
Maintain seed production every year throughout the agreement term.					
Total (13)	0	4	3	5	1
Provide a wild bird seed area with at least 75% cover of sown, wild bird seed mix species.					
Total (13)	0	5	2	5	1
Provide a wild bird seed area with less than 25% cover of bare ground					
Total (13)	0	3	2	7	1
Provide a wild bird seed area with no more than 5% cover of undesirable species (including creeping thistle, spear thistle, curled dock, broad-leaved dock, common ragwort, common nettle, bracken)					
Total (13)	0	8	2	3	0
Ensure that no soil erosion or run-off is created during the establishment or maintenance of wild bird seed mix areas					
Total (13)	0	1	3	6	3

4.4-Are there any other particular agreement requirements, not included in the table above, which you would be concerned about?

Issue	No of responses
Overall management	1
Grazing levels and timing, with allowance for exceptional weather	3
Bracken management	1
Water level management	1
Dates for mowing, rolling and harrowing...they need to be flexible to allow for the weather	1
More predator control	1

5-Measuring success

5.1-Under HLS some information is provided about the features which the agreement is designed to benefit and about their target condition. As part of your current agreement do you think that you have the right amount of information about the following issues?

Is the amount of information in your current agreement.....	too much,	just right,	too little?
Target features			
Workshop A		4	2
Workshop B (not answered = 1)		6	2
Workshop C (not answered = 1)		7	3
Workshop D (not answered = 2)	1	5	1
Workshop E (not answered = 1)		5	1
Total (37)	1	27	9
The current condition of target features			
Workshop A		4	2
Workshop B (not answered = 1)		5	3
Workshop C (not answered = 1)	1	4	5
Workshop D (not answered = 2)	2	4	1
Workshop E (not answered = 1)		4	2
Total (37)	3	21	13

Table continued...

Is the amount of information in your current agreement.....	too much,	just right,	too little?
How feature condition and agreement outcomes are measured			
Workshop A (not answered = 1)		2	3
Workshop B (not answered = 1)		3	5
Workshop C (not answered = 1)		2	8
Workshop D (not answered = 2)	2	3	2
Workshop E (not answered = 3)		3	1
Total (34)	2	13	19
When feature condition and agreement outcomes are measured			
Workshop A (not answered = 1)		2	3
Workshop B (not answered = 1)		4	4
Workshop C (not answered = 1)		2	8
Workshop D (not answered = 2)	2	2	3
Workshop E (not answered = 1)		4	2
Total (36)	2	14	20
What feature condition the agreement is expected to achieve			
Workshop A (not answered = 1)		3	2
Workshop B (not answered = 1)	1	6	1
Workshop C (not answered = 1)		6	4
Workshop D (not answered = 2)	2	3	2
Workshop E (not answered = 1)	1	5	
Total (36)	4	23	9

5.2-And, if you have SSSI land, do you think that you have the right amount of information about the way these assessments fit with the assessment of your SSSI land?

	No	Yes	n/a
Workshop A (not answered = 1)	3	1	1
Workshop B (not answered = 1)	3	4	1
Workshop C (not answered = 1)		2	8
Workshop D	1	1	7
Workshop E (not answered = 1)	4	2	
Total (38)	11	10	17

5.3-If agreements were to prescribe outcomes not management actions do you feel that you would need more information about any of the following issues?

	No	Yes
Target features		
Workshop A (not answered = 1)		5
Workshop B (not answered = 1)	4	4
Workshop C (not answered = 1)	3	7
Workshop D (not answered = 3)		6
Workshop E (not answered = 2)	1	4
Total (34)	8	26

Table continued...

	No	Yes
The current condition of target features		
Workshop A (not answered = 1)		5
Workshop B (not answered = 1)	3	5
Workshop C (not answered = 1)		10
Workshop D (not answered = 4)		5
Workshop E (not answered = 2)	1	4
Total (33)	4	29
How feature condition and agreement outcomes are measured		
Workshop A (not answered = 1)		5
Workshop B (not answered = 1)	2	6
Workshop C (not answered = 1)		10
Workshop D (not answered = 4)		5
Workshop E (not answered = 2)	1	4
Total (33)	3	30
When feature condition and agreement outcomes are measured		
Workshop A (not answered = 1)		5
Workshop B (not answered = 1)	1	7
Workshop C (not answered = 1)	2	8
Workshop D (not answered = 4)		5
Workshop E (not answered = 2)	1	4
Total (33)	4	29

Table continued...

	No	Yes
What feature condition the agreement is expected to achieve		
Workshop A (not answered = 1)		5
Workshop B (not answered = 1)	2	6
Workshop C (not answered = 1)	2	8
Workshop D (not answered = 4)		5
Workshop E (not answered = 2)	1	4
Total (33)	5	28

5.4-And do you think that you would need more information about the way these assessments fit with the assessment of your SSSI land?

	No	Yes	n/a
Workshop A (not answered = 1)		4	1
Workshop B (not answered = 1)	2	5	1
Workshop C (not answered = 1)		2	8
Workshop D		2	7
Workshop E (not answered = 3)		4	
Total (35)	2	17	17



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