

**STATEMENT OF INTENT
OF THE SEABIRD MONITORING PROGRAMME PARTNERSHIP**

THIS STATEMENT WAS MADE ON 3RD NOVEMBER 2009 BY



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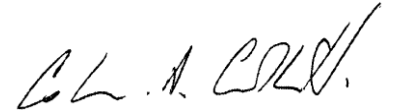
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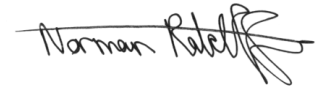
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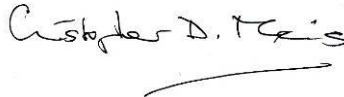
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1 BACKGROUND

- 1.1 Since 1989, seabird surveillance in Britain and Ireland has been undertaken mainly as part of the Seabird Monitoring Programme. Evidence derived from the Seabird Monitoring Programme has been important in conservation actions, such as helping to implement the EC Birds Directive. It has also been useful in supporting advice on the wider ecological effects of various human activities including commercial fishing and the effects of climate change.

IT IS AGREED as follows:

2 PRINCIPLES OF THE PARTNERSHIP

- 2.1 This Statement of Intent sets out the general principles underlying the relationship between the SMP Partners.
- 2.2 This Statement does not create a binding legal obligation between the Partners. It is a statement of their shared intention to work together in a spirit of co-operation.
- 2.3 The Partners wish to work together in order to add value to their individual contributions and to fulfil the aims of the Seabird Monitoring Programme:

to contribute information to enable the appropriate agencies to maintain favourable status of seabird populations in Britain and Ireland. It ensures that sufficient data on breeding numbers and appropriate demographic and behavioural parameters of seabirds are collected- both regionally and nationally - to enable their population and conservation status to be assessed, and to monitor the impacts of ecosystem pressures.

- 2.4 The Partners shall work together in delivering the SMP and apply the principles of the SMP Partnership as set out in this Statement and its Annexes with respect to:

- SMP co-ordination;
- data collection;
- data exchange

- 2.5 This Statement shall apply to the activities of the SMP Partnership during the period from 3rd November 2009 to 3rd November 2014, subject to the outcome of annual reviews. Any subsequent changes to this Statement will only be effective if set out in writing and signed by all Partners.

3 CO-ORDINATION OF SMP

- 3.1 The SMP Steering Committee (SC) will oversee the co-ordination of the SMP. The SC will assess and agree the strategic and organisational issues, such as adding value to the work programmes of individual partners, how to fill data gaps

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- in monitoring, identifying questions, monitoring methods and ensuring the SMP meets the evidence needs of its drivers.
- 3.2 The SMP SC will appoint a Chair from amongst its members. Decisions of the SMP SC should be unanimous and members of the SMP SC will use their best endeavours to ensure that such an outcome is reached.
- 3.3 Each SMP Partner will supply one member, of their choice, to the SMP SC. Additional representatives of the partners may attend in a non-voting capacity, if the agenda warrants their specific expertise. Each member should ideally possess skills/knowledge in, for example, policy, methods, seabird ecology and fieldwork logistic, project management, data analysis and management. The SMP SC will meet annually and each member will attend at the expense of their organisation.
- 3.4 In between annual SC meetings, members will be expected to take part in online discussions and help to draft or comment on documents, or contribute to other pieces of work, identified in advance by the SC.
- 3.5 The SMP Co-ordinator will lead on the day-to-day co-ordination of the SMP including:
- ensuring common standards of data collection;
 - collation of data from contributors;
 - maintenance of the SMP online database and the development of additional functions;
 - central dissemination of outputs (e.g. national and international indicator updates, online annual summaries);
 - provide a secretariat for the SMP SC.
- 3.6 A Scientific Working Group (SWG) will be formed on an ad hoc basis to address specific issues identified by the SMP SC. The SWG will report to the SMP SC and its members will be appointed by them. The SWG will be composed of members of the SC and invited specialists, including members of research community. The composition of the SWG will change from time to time depending on the specific issue being addressed. The SWG may be set up to propose applied research questions, to stimulate research or to ensure monitoring provides scientifically robust evidence.
- 3.7 The partners and their contributions will be acknowledged on material disseminated to publicise the SMP and to summarise its results. Partners' corporate logos will be included on all such material except where this is inappropriate (e.g. geographically).

4 DATA COLLECTION

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- 4.1 To ensure that data collected at different colonies are combined effectively (e.g. to provide population estimates or trends at varying geographical scales or to examine geographical variation in populations), it is important that the methods of data collection adhere to a common standard. Each Partner shall encourage its members, staff, contractors and volunteers to use standard methods of data collection on breeding seabirds, as described in Walsh et al. 1995¹, Gilbert et al. 1998², or as requested by the SMP Co-ordinator, on behalf of the SMP SC.
- 4.2 In order to examine trends over time at individual colonies and at larger population scales, it is important that the same areas of a colony are surveyed and recorded consistently from year to year. The SMP database provides an inventory of seabird survey site boundaries throughout the British Isles, online at www.jncc.gov.uk/smp. This enables all contributors to enter data consistently at the same spatial scale at a particular colony year on year. The inventory is particularly useful when there is a change of observer at a colony. Different Partners also require data for specific parts of a colony such as within boundaries of reserves or of statutory protected areas. Most of the sites in the SMP database have boundaries that follow existing limits of protected areas and of administrative areas. Therefore, each Partner shall encourage its members, staff, contractors and volunteers to collect data within site boundaries that are compatible with those defined in the SMP database.
- 4.3 In order to add the maximum value to data collected by individual contributors, each Partner in the UK shall if possible, prioritise collection of seabird data by its members, staff, contractors and volunteers according to the recommendations of the UK Seabird Surveillance Strategy (see Annex 4), unless this detracts from meeting the Partner's own targets for seabird colony information. SMP Partners in the Republic of Ireland, Channel Islands and Isle of Man shall, if possible and appropriate, prioritise data collection in accordance with the relevant large-scale strategy.
- 4.4 When possible, each Partner shall encourage its staff, members or volunteer networks to collect breeding seabird data as long as this does not conflict with other ongoing surveys.
- 4.5 Regarding data collection, each Partner shall liaise closely with other relevant SMP Partners (i.e. those covering the same geographical area) and the SMP Co-ordinator, to ensure there is no duplication of effort.

5 DATA EXCHANGE

- 5.1 All Partners acknowledge that they wish to add value to their individual investment in seabird monitoring by sharing data with each other through the

¹ Walsh, P. M., Halley, D. J., Harris, M. P., del Nevo, A., Sim, I. M. W. & Tasker, M. L. 1995. Seabird monitoring handbook for Britain and Ireland. JNCC / RSPB / ITE / Seabird Group, Peterborough. Available at <http://www.jncc.gov.uk/page-2406>.

² Gilbert, G., Gibbons, D. W. & Evans, J. 1998. Bird monitoring methods, a manual of techniques for key U.K. species. Royal Society for the Protection of Birds, The Lodge, Sandy, Beds., UK.

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- SMP Database under the terms of this Statement and in accordance with the SMP Data Access/User Policy subject to its agreement by all partners³. In order to ensure comparability between data from different sources, all Partners recognise the importance of common standards in data collection, as set out in section 4 above.
- 5.2 All data shared under this Statement are protected by copyright, database rights and other intellectual property rights, and thus remain the property of the original provider.
 - 5.3 All Partners agree to supply copies of their Seabird Data that they are willing to share via the SMP Database under the conditions of onward supply and use stated below.
 - 5.4 Seabird Data will be supplied by Partners free of charge in the format and frequency specified in Annex 1.
 - 5.5 The SMP Database Host agrees to supply copies of Seabird Data stored in the SMP Database to Partners for use under the conditions of onward supply and use stated below and in accordance with the SMP Data Access/Use Policy subject to its agreement by all partners³.
 - 5.6 Seabird Data will be supplied free of charge to Partners in the format and frequency specified under Database Host Provisions in Annex 2 and in the SMP Data Access/Use Policy subject to its agreement by all partners³.
 - 5.7 When submitting Seabird Data to the SMP Database, Partners agree to grant the SMP Database Host a non-exclusive licence to:
 - (a) Access and hold a copy of the Material in the SMP Database;
 - (b) Deliver the data to third parties subject to the constraints of use given in Annex 3 and in accordance with the SMP Data Access/Use Policy subject to its agreement by all partners³.
 - (c) Disseminate and publish (including electronic formats) the results of analyses carried out on the material.
 - 5.8 All Partners are free to make available, use or publish their own Seabird Data elsewhere. However, when using other data from the SMP Database, or when delivering it to third parties, all Partners do so subject to the user constraints given in Annex 3 and in accordance with the SMP Data Access/Use Policy subject to its agreement by all partners³.
 - 5.9 Partners providing Seabird Data must be the owner of the copyright and all other intellectual property rights in the data, or possess the necessary rights to grant the licence under 5.7.

³ The SMP Data Access/Use Policy is due to be completed, with the agreement of all partners by 31/12/09. The Policy will cover access and use by all SMP Database users within and outwith the SMP Partnership.

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- 5.10 The SMP Database Host may regulate user access to the Seabird Data it supplies in response to a notification from a Partner in relation to Sensitive Information, as detailed in Annex 3. However, where the SMP Database Host holds environmental information within the meaning of the Environmental Information Regulations 2004, it may be obliged to disclose that information to any person who makes an application under those Regulations. Each time the Partner submits data to the SMP Database, the SMP Database Host will negotiate its public availability in accordance with the Environmental Information Regulations. Where agreement is not possible the Partner may refuse to submit its data.
- 5.11 All Partners acknowledge that while working in partnership they may each disclose Sensitive Information to the others. Partners agree not to disclose Sensitive Information to any third party (other than as required by law or any competent regulatory authority).
- 5.12 A Partner may request that the SMP Database Host remove from the database any or all of the data supplied by the Partner. The Database Host shall remove the data as requested within 5 days of receiving notice or as soon as is as practicable.
- 5.13 When deriving information products or publications, whether printed, electronic or broadcast, that are based wholly or in part on data and/or information extracted from the SMP Database, all Partners and the Database Host will acknowledge the source of the data according to the user constraints in Annex 3.
- 5.14 Other than names of original recorders, any personal data submitted by a Partner or contained in the SMP Database will not be passed to third parties without the consent of the recorder, under the terms of the Database Host's or Partner's Privacy Policy, in accordance with the Data Protection Act 1998.
- 5.15 All Partners (including the SMP Database Host) will take steps to maximise the quality of the material, data and/or information exchanged under this Statement.
- 5.16 Any issues or problems with any Seabird Data supplied under this Statement will be reported promptly to the party that supplied the data. Data must not be altered without consultation with, and approval from, the original provider.
- 5.17 All Partners accept no liability for any loss or damage caused by inaccurate, out of date or incomplete Seabird Data.
- 5.18 All Partners will endeavour to ensure that supply of Seabird Data or other information does not infringe any terms or conditions imposed on them by others, or by the laws of England, Wales, Scotland, Northern Ireland, Isle of Man, Channel Islands or the Republic of Ireland.

6 GLOSSARY

In this Statement, the following words have the following meanings:

“Statement” means this document, including all appendices.

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“**Partner**” means any signatory organisation to this Statement individually and “**Partners**” refers to all of the signatories to this Statement collectively.

“**SMP**” means the Seabird Monitoring Programme, to which this Statement pertains.

“**The SMP Partnership**” means all of the signatory organisations to this Statement.

“**Seabird**” means any species of Procellariidae (fulmars and shearwaters), Hydrobatidae (storm-petrels), Sulidae (gannets), Phalacrocoracidae (cormorants and shags); Stercorariidae (skuas), Laridae (gulls), Sternidae (terns) and Alcidae (auks). There are 25 such species regularly breeding in Britain and Ireland. The SMP also includes Red-throated diver (*Gavia stellata*).

“**SMP Co-ordinator**” means the individual whose functions are listed in

3.5.

“**SMP Steering Committee**” means the group of individuals representing all Partners and appointed with the agreement of all Partners.

“**SMP Scientific Working Group**” means the ad hoc group of scientists and selected members of the SMP Steering Group.

“**Seabird Data**” means any form of information (data and metadata) collected on breeding seabird colonies.

“**SMP Database**” means the central database used to collate all Seabird Data submitted by Partners, and other contributors not a signatory to this Statement.

“**Data Provider**” means any organisation or individual that submit Seabird Data to the SMP Database.

“**SMP Database Host**” means the organisation hosting the SMP Database on behalf of the SMP Partnership. The SMP Database Host is a Partner and consequently a signatory to this Statement.

“**Sensitive Information**” means any information that has been designated as such by a Partner or other Data Provider because it relates to the protection of wildlife from persecution or disturbance, to sensitive personal data (within the meaning of the Data Protection Act 1998) or to information considered confidential for other reasons.

ANNEX 1

DATA EXCHANGE: Partner Provisions

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- (A) All Partners, by signing this Statement, wish to add value to their individual investment in seabird monitoring by contributing to the SMP Database – a dataset that provides large scale (i.e. national or regional) assessments of seabird status and trends. The dataset also potentially provides insight into the factors affecting seabird populations by being openly shared amongst the partners and accessible for research by the partners and others.
- (B) All Partners shall take steps to ensure that opportunities to submit Seabird Data to the SMP are maximized as far as resources allow. When possible, data shall be entered directly onto the SMP online database (at www.jncc.gov.uk/smp) or submitted electronically in the format specified by the SMP Database Host by 1st October in the same year as it was collected. In the absence of an online entry facility for certain data (e.g. diet, phenology, survival), these data shall be summarised and submitted in the format specified by the SMP Database Host and agreed by the SMP SC.
- (C) In line with section 5.9 of the Statement, all Partners, when receiving data from their members, volunteers and other third parties, shall ensure they have permission from the data provider to submit their data to the SMP database, and to allow internal use by partners, release, publication and external re-use, in line with terms laid out in this Statement.
- (D) Nothing in this Statement prevents partners making their own data and results derived from them available on-line or in any other form.

ANNEX 2

DATA EXCHANGE: Database Host Provisions

- (A) The SMP Database Host shall provide as part of a release of Seabird Data the name of the original recorder and the data provider/owner of each item where available, to enable the data-user to sufficiently acknowledge the source of the data as recommended in Annex 3 sections (B) and (C).
- (B) The SMP Database Host will make available online to all Partners for download an annual update of the SMP dataset by 1st December each year.
- (C) The SMP Database Host will make all data available at full resolution to the Partners via the online SMP Database⁴, the JNCC's website⁵ and the NBN Gateway⁶, where data may also be downloaded, subject to any sensitivity restrictions as described in Annex 3.
- (D) The SMP Database Host will make all data available at full resolution to all other users including the public via the online SMP Database⁴, the JNCC's website⁵ and

⁴ Currently at www.jncc.gov.uk/smp

⁵ Currently at www.jncc.gov.uk/page-4460

⁶ National Biodiversity Network (NBN) Gateway at www.searchnbn.net

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the NBN Gateway⁶, where data may also be downloaded, subject to any sensitivity restrictions as described in Annex 3.

- (E) The SMP database host will ensure that the conditions under which the data may be used, including the fact that copyright continues to be held by the data providers and that commercial use is not permitted without permission, are clearly presented and acknowledged by all those downloading such data from any of the locations named in section D of this Annex 2 above.
- (F) The SMP database Host must have a security policy⁷ describing how data holdings, such as the SMP Database, are protected from both malicious and accidental loss.

ANNEX 3

DATA EXCHANGE: User Constraints

- (A) The contribution of data from the SMP Database must be acknowledged in all derived products as follows: *'These data were extracted from the Seabird Monitoring Programme Database at www.jncc.gov.uk/smp. Data has been provided to the SMP by the generous contributions of its partners (list all Partners), other organisations and volunteers throughout Britain and Ireland.'*
- (B) Where data in publications or other outputs come from a small number of partners the individual partners contributing the data must be properly acknowledged, in addition to the fact that they have been supplied via the SMP.
- (C) The use of or reference to information and /or data recorded at a specific site(s) must acknowledge the original recorder(s) by name, where their name is made available and where there are no more than ten original recorders in total – in which case, the general acknowledgment given in (A or B) of this Annex 3 should be used instead.
- (D) The partners will inform each other of their plans for analyses of data from the SMP database (except where these relate only to their own data) in advance of carrying out the work, and will circulate drafts of such work for comment by interested members of the SMP SC or SWG.
- (E) Electronic copies of any publications arising from SMP data will be circulated to all the partners via their representatives on the SMP SC.
- (F) The SMP shall adopt an agreed policy on the restriction of Sensitive Information. All Sensitive Information submitted to the SMP Database shall be clearly labelled as such. The Database Host and all Partners to this Statement shall abide by the policy, and thereby restrict the release, dissemination or publication of Sensitive Information as long as this does not contravene the obligations of the Database Host under the Freedom of Information Act and Environmental Information Regulations.

⁷The security policy should exist but should not be made public as this might expose vulnerabilities.

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- (G) The dissemination of information on seabirds by a member of the SMP Partnership may have implications for other members of the partnership. Therefore, each Partner shall, when possible provide all other Partners with at least 24 hours advance notice of the publication or dissemination of information (including media releases or statements) that is based wholly or in part on data that have:
- i. been collected by the Partner in question and have been submitted or are awaiting submission to the SMP Database; or
 - ii. have been provided by others and extracted from the SMP Database.
- (H) Any information products or publications that make use of SMP data and/or information shall contain a statement that the Data Provider, original recorder (where identified), and the SMP Database Host bear no responsibility for any further analysis or interpretation of that data and/or information.
- (I) All partners shall endeavour, where possible to give all other Partners at least 24 hours notice of the broadcast on radio or television of seabird information covered under (G) of this Annex 3. However, Partners recognise that such dissemination may at times be required spontaneously or at short notice, making it impossible to notify other partners in advance as stated above.

ANNEX 4

UK SEABIRD SURVEILLANCE STRATEGY

Table A1: Summary of recommended future surveillance of breeding seabirds in the UK.

Group	Species	Monitoring objective	Recommended surveillance
1	Northern Fulmar, Northern Gannet, European Shag, Black-legged Kittiwake, Common Guillemot and Razorbill	To provide indicators of a) state of seabird communities at UK and regional scales b) pressure impacts	Annual monitoring of abundance & breeding success at a sample of colonies to produce accurate UK & regional trends. Estimates of adult survival, phenology & chick diet for species where appropriate and at colonies where possible.
2	Arctic Skua, Herring Gull, Roseate Tern	To determine why their populations have rapidly declined in size.	Annual monitoring of abundance & breeding success at important colonies, otherwise provide top-up surveys of breeding numbers to CSM every 6 years.
3	Manx Shearwater, European Storm-petrel	To determine whether or not UK populations are declining in size.	Annual monitoring of abundance at the most important UK colonies.
4	Sandwich Tern, Little Tern	To monitor their response to mitigation against disturbance and predation.	Annual monitoring of numbers and breeding success at a sample of colonies to produce accurate UK & regional trends.
5	Great Cormorant	To monitor impacts of licensed culling.	Annual monitoring of abundance at a sample of colonies to produce accurate UK and regional trends. Estimates of annual survival. Records of numbers and age of birds culled.

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Group	Species	Monitoring objective	Recommended surveillance
6	Red-throated Diver [#] , Leach's Storm-petrel, Great Skua, Mediterranean Gull*, Common Gull, Black-headed Gull, Lesser Black-backed Gull, Great Black-backed Gull, Common Tern, Arctic Tern, Black Guillemot, Puffin.	To ensure regular updates on the status of species of conservation concern ⁸ that are not included in the monitoring described above.	Provide surveys of breeding numbers to fill gaps in Common Standards Monitoring every 6 years. Otherwise: census UK population every second or third CSM cycle (i.e. every 12 or 18 years) or [#] periodic (12 year) targeted extensive surveys of divers through SCARABBS. *Tracking of population expansion through established Rare Breeding Birds Panel methods applied annually.

It is important to note that some current monitoring activities will be continued regardless of the recommendations of this review, i.e. monitoring that is undertaken by SMP partners to meet their own specific objectives (e.g. for site management). Therefore, existing monitoring will not necessarily be terminated if not included in the list of recommendations below. The recommendations in Table A1 denote the minimum level of seabird surveillance required to meet the objectives of the UK Surveillance Strategy. All species should receive some level of monitoring and not just those that currently provide cause for conservation concern, to ensure that future detrimental changes are not missed.

The species in Group 1 (see Table A1) were chosen for their potential as indicators of a) the state of the UK's breeding seabird community and b) the impacts of pressures. The group was considered to have good indicator potential because it includes representative species from all four feeding niches recommended by ICES (2008)⁹, some of the most widespread and abundant of the UK's breeding seabirds, and there is evidence for each species that links population changes to pressures. The existing sample of colonies is sufficient to produce accurate UK trends for all of these species, except for Northern Gannet – more larger colonies will need to be included in the annual sample. All these species have over 50% of the UK populations breeding in SPAs and therefore the annual monitoring of these species contribute significantly to CSM.

In order to provide a better insight into the causes of seabird population change and in particular, provide an indicator of the impact of pressures, it is recommended that estimates of adult survival, phenology & chick diet for are collected annually for species in Group 1 where appropriate and possible. Current monitoring of adult survival, phenology and chick diet is confined largely to the SMP's key sites because methods

⁸ Species of conservation concern are defined here as those on the 'Amber List' of Eaton *et. al.* 2009. Birds of Conservation Concern 3: the population status of birds in the UK, Channel Islands and the Isle of Man. *British Birds* 102: 296-341.

⁹ ICES. 2008. Report of the Workshop on Seabird Ecological Quality Indicator, 8-9 March 2008, Lisbon, Portugal. ICES CM 2008/LRC:06. 57 pp.

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are labour intensive and require frequent visits to a colony. The results from these sites may be limited in their applicability to colonies. However, there is scope to expand to more colonies: for example, by replacing direct measurements of phenology with proximate measures that require only a single visit to a colony (e.g. hatching date can be extrapolated from estimates of chick age obtained from wing-length measurements).

For most other species not included in Group 1 it was recommended that all SMP partners work closely with those in the statutory conservation agencies to ensure that all seabird colonies in protected sites (e.g. SSSI, SPA) are surveyed once every 6 years in line with the recurrent CSM cycle. In addition to meeting CSM requirements, this will enable regional (e.g. country) and UK assessments of state to be made regularly. CSM presents a considerable challenge to the statutory conservation agencies and therefore, the SMP should attempt to fill the gaps in CSM using input from other partners and through an increased input from volunteers.