

Methodological guidelines for communication with landowners
and land users in protected areas



Bronislav Farkač, Eva Sochová, Martina Kobyláková et al.

BEST COMMUNICATION PRACTICES IN NATURE CONSERVATION

**A METHODOLOGY BY THE NATURE CONSERVATION AGENCY
OF THE CZECH REPUBLIC**

Prague 2026

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1. INTRODUCTION

*„Saving our planet is now a communications challenge”
David Attenborough*

Dear readers,

The Methodology focuses on communication with land owners and users operating in specially protected areas within the context of nature conservancy. The publication is intended for professionals working in state nature conservancy and in local authorities which perform state administration in nature conservancy. It was created as part of One Nature Project in cooperation with experts from the Charles University Environment Centre in Prague (CUEC) and Nature Conservation Agency of the Czech Republic (NCA).

The Methodology aims at contributing to a better understanding between nature conservancy and people living and working in specially protected areas, thus improving nature conservancy and care for our common heritage. The involvement of the owner, user or administrator of the land where preserved and naturally valuable communities and endangered and protected species occur is essential for their continued conservation. We recognise the importance of explaining well the conservation intentions and the reasons why we recommend specific measures or management restrictions. And we also recognise the importance of conservation staff being sensitive to the potential constraints and individual possibilities and conditions on the part of the land user. Mutual communication leads to cooperation and the satisfaction of being able to reach an agreement. The result for nature is then better and more sustainable.

The Methodology is based on relevant expertise and professional sources that include international research literature as well as existing domestic and foreign methodologies in the field of communication in protected area management. However, most of all, it builds on the findings obtained within a study conducted by the Charles University Environment Centre at four NCA regional branches (hereinafter RBs) in 2020. The study used a form of focus groups including the staff of these RBs and in-depth interviews with representatives of the most important groups of land owners and users (small owners, agricultural companies, forest administrations, representatives of municipalities and representatives of nongovernmental organisations caring for nature and landscape). The interviews focused on the existing communication and cooperation between nature protection authorities (hereinafter called NPAs) and land owners and users in protected areas, examples of good practice, barriers and room for possible improvements.

Due to its scope, this Methodology cannot provide exhaustive coverage of all situations that may arise in the context of communication with land owners and users. In such cases, consultation with more experienced colleagues or participation in experience-sharing seminars are indispensable.

We hope that readers from the ranks of conservation professionals will find enough inspiration in this Methodology to make cooperation with owners and land managers as successful as possible.

The authors

2. GENERAL PRINCIPLES IN PROTECTED AREA MANAGEMENT COMMUNICATION

It might seem that the management of protected areas is the domain of nature conservationists. However, our protected areas are part of a densely populated landscape where every piece of land has its own history written by people and it has its owner, too. The vast majority of land is also subject to farming or other uses. Respect for owners and managers is an essential starting point for the staff of the nature protection authorities (NPAs) when building successful cooperation.

The local inhabitants and territory administrators usually have a very good knowledge of the area and its development to date, and they also have an idea of its future use, which is their unquestionable right. When fulfilling their mission, nature protection authorities enforce compliance with the conditions of the Nature and Landscape Protection Act and other legal norms as a public interest, often overriding private interests. However, their staff should always act in a sensitive, sophisticated, and knowledgeable manner. Ensuring the necessary management of protected areas thus depends to a large extent on good communication and cooperation with all those who work on land in protected areas, especially with its owners and users.

Chapters 2 and 3 present good practice in communication and cooperation with owners and users of land in protected areas. They provide both basic principles that proved to be workable for communication in general, and certain specifics that are relevant to key categories of land owners and users.



Fig. 1: Negotiation with a land owner. Photo: Klára Čámská

2.1. Trust and partnership-based approach

Mutual trust is the alpha and omega of communication, not only with land owners and users, but also in general for establishing and maintaining the credibility of nature protection authorities (NPAs). Protected area management is always complex and long-term, that is why **building and maintaining trust is the most important principle**.

Several principles are key to building trust. These include mainly the following:

- early initiation of communication („pre-negotiation”),
- open communication about our own intentions,
- seeking to understand different interests and approaches,
- seeking mutually acceptable solutions,
- consistency in the information provided over time and accordance of the information provided by individual NPA workers,
- appreciation of functional collaboration and well-performed management of rare sites.

Ideally, we can convince the counterpart that we also understand the importance of reciprocity, i.e., that the benefits and drawbacks of the management are shared by both parties. The overarching rule for building trust is always to strive for a partnership-based approach among all stakeholders.

The partnership-based approach as viewed by the NCA employees:

- “A long-term, consistent relationship based on open communication and predictable reactions from your partner.”
- “Both sides have something to say. It is important to listen to your partner, explain your efforts, not push too hard, and not overwhelm your partner with regulations, obligations and sanctions but try to explain and find some common grounds.”
- “I listen, I don’t judge, I communicate clearly and openly, I seek compromise, but I adhere to the principles of legislation, and I won’t let my partners push me aside.”

Building mutual trust is always „the long run” and rarely succeeds without partial problems. It is advisable not to get frustrated and to try to overcome partial problems.

Summary

- ▶ **The owner must be treated as an equal partner.**
- ▶ **It is important to build and maintain mutual trust for good cooperation.**

2.2. Preparation - defining your own position

It is necessary for good cooperation with owners and users of land to start by **defining the objective** to be achieved in the negotiations and **being aware of our own position** before establishing contact; it is also advantageous to think through alternative courses of action and outcomes of the negotiations in advance and whether they are acceptable. It is also advisable, for example, to find out from colleagues **the history of the NPA’s previous experience with the given owner or user of land**. Owners and users of land often form their attitudes towards an NPA on the basis of previous negotiations that may not be related to protected area management (e.g., experience with a construction procedure). For the purposes of keeping memory of negotiations with owners, the NCA uses an electronic form in the Survey123 application called *Record of Negotiations with Owners and Users*. The records made are then available for preparation for further negotiations with the same owner.

An NCA employee: “Before a meeting, I need to clarify what I want to achieve, how much I can potentially compromise, and what experience the other party has not only with me, but also with my colleagues (and the NCA as an institution). Especially when it comes to conflicting issues, it is important for me to know that my approach is in line with that of my superiors.”

It is also important to deepen the **expertise and knowledge of the particular site**, including its history. Direct knowledge, i.e., “walking through” the terrain, plays an indispensable role. A well-prepared entry into communication helps to create better expectations of cooperation, the possibility of anticipating various rigours, and is also an opportunity to gain the communication partner’s trust through our own preparedness. The *Mutual Gains Approach*, summarised in the box below, can serve as a guide for the steps in the preparation phase and for defining one’s own position (for more details see chapter 2.6).

Obviously, **gaining competence to negotiate** is particularly important for new NPA workers, and it is advisable to think about transferring experience to new colleagues. The NCA regularly organizes communication training courses to help participants acquire new communication skills. During these training courses and at professional meetings of employees on various topics, participants share their experience and best practices in dealing with landowners and users.

Summary

- ▶ **Before starting to communicate, it is important to define our own objectives for the negotiation and to gain knowledge of the territory and the history of cooperation with the owner/user.**
- ▶ **Gaining knowledge is particularly important for new workers; even long experienced and knowledgeable staff need to continually learn about new findings and the agenda.**

2.3. Preparation - agreement at the unit

It is important to agree on a **consistent attitude to the proposed measures** within the given NPA unit, ideally before communication begins. It is not uncommon that there are different views on conservation priorities, and these may differ slightly even between colleagues of different expertise within the same unit. Different target features may require different measures that are not always consistent with each other. The basis for the prioritisation of measures is, of course, contained in the planning documentation, but there may be situations that the management plan does not take into account, or for the unequivocal solution to which it is too general.

It does not give a good impression to owners and users of land if the proposals from the different NPA workers contradict each other. It is advisable to discuss with colleagues in advance the planned approach on how to meet the management objectives and **to follow and communicate this internally negotiated approach externally in a consistent manner**. Many owners and users report that it helps good cooperation a lot of information from the nature protection authority is clear, understandable and not contradictory.

It is very useful if one NCA worker, who has an informal role as a kind of contact person or key worker, always communicates with a particular owner or user. This makes communication clear and straightforward from the point of view of the owner or user. In addition, communication can be quicker if it is clear who can be contacted. For this purpose, the NCA has a designated administrator for each national small-size specially protected area, who knows the whole area best, carries out regular monitoring and evaluation and knows of all activities in the area. The **position of the key contact person** also helps very well to build mutual trust. This principle seems to work well for all types of owners and users - from small farmers and municipalities to large companies and organisations.

Small-scale farmer: *„It certainly makes a difference if you have one “liaison officer”. And that works - we use the polite form of address, but I think the relationship is very good, I would say almost like a friendship. I don’t think I’ve ever betrayed him, he’s never betrayed me, so there’s no tension. On the other hand, of course he can’t do everything, so his colleagues also come in, but it is always him who brings that colleague in, and that means a lot, too. He has an excellent entry position and I, in turn, know that when he brings someone in, that person is reliable.”*

Summary

- ▶ **The preparation includes agreement on a unified approach at the unit concerned.**
- ▶ **It is important to be consistent in what information we communicate to owners and users.**
- ▶ **It is a good strategy if there is a “key contact person” for each owner and user.**

2.4. Establishing new cooperation - „pre-negotiation”

Establishing cooperation in the field of protected area management is a process that has its own rules provided for in the law (discussed in chapter 4). At the same time, it is also advisable to apply other best practices in the negotiation process.

A functioning cooperation between NPAs and owners and users of land is primarily represented by the **agreement**.¹ Understanding the necessary administrative steps involved in entering into protected area management agreements can be challenging and the language may be incomprehensible for some owners and users. Unfortunately, many of them also have less trust in the authorities in general or lack detailed knowledge of all nature conservation technicalities. According to the experience of the NCA and the owners and users, it has been very useful to start cooperation in a less formal way, often referred to by NCA staff as „pre-negotiation”.

This means to initiate communication with owners and users of land early enough **to clarify any misunderstandings and to „break the ice”** before proceeding to formal steps. It is advisable to initiate communication before there is an acute problem to contend with.

1. Establishing contact

The first step in the process is **an email, phone call or face-to-face meeting focused on information about the upcoming measures and explaining the objectives of protected area management**, basic information about the area and an outline of the next steps.

It is important to inform the owner and user that the agreement includes mandatory technicalities, too. It should be borne in mind that documents written in legal language can create mistrust if the context is not explained.

In some cases, it may be useful to cooperate with the local authority (municipality). The municipality can help with contacting owners who cannot be contacted otherwise (see chapter 3.3).

2. Explanation

Often all the details of management cannot be explained by email or phone call, so a **face-to-face meeting** is appropriate **to clarify** how the management should be implemented, how the measures will be monitored and what the expectations of all the stakeholders are. At this stage, it is useful to meet directly on the land concerned (see chapter 2.11 on the different types of communication).

¹ These are public contracts within the meaning of Section 68, par. 2 of Act No. 114/1992 Coll., Act of the Czech National Council on Nature and Landscape Protection

It is good practice to capture the results of the meeting in a short minutes or record that can be used to prepare for further meetings.

Of course, the process of establishing the contact needs to be modified to consider whether the meeting is held directly with the owner or with a representative of a larger organisation the management of which must approve the procedure (see chapter 3.2 for more details).

Even at this stage, partnership with another local body may be beneficial in more complex cases. For example, a representative of the municipality may work well as an impartial mediator who knows other actors in the area and may have informal authority with them (see the box on the Mutual Gains Approach in chapter 2.6 and chapter 3.3 for more detail).

Pre-negotiation mainly concerns negotiations with new owners and users, but it can also be very useful when new measures for the management of protected areas need to be discussed with existing owners and users. The result is a **formal mutual agreement** based on common negotiations from the previous steps.

A story from an NCA worker’s practice: meadows also involve butterflies, and everything takes its time

„The meadow seemed to be under a spell, although there are dozens of similar meadows in the Iron Mountains (Železné hory) and it is not a problem to ensure their management. However, Mr. Dostál’s meadow in Vršov remained ignored and neglected for many years and was not managed properly.

The owner, Mr. Dostál, lived in Prague. He rarely visited the cottage next to the meadow. He did not want to respond to the fact that he could mow the meadow with the financial support of the Landscape Management Programme (PPK). And unfortunately, it was not easy to get him to agree to let someone else mow and harvest the meadow either. We did not get any response, even when we sent him a polite letter asking him to state in writing whether he would mow the meadow himself or whether he would agree to have someone else mow it. And we had included the prescribed form and a franked envelope with a return address in the letter; all he had to do was to tick the appropriate reply box. The flowery Cirsium meadow with its mosaic of peat-formed spring seeps could only be mowed about once every three years, and that was proving to be not enough. Meadowsweet was increasing and marsh orchids (Dactylorhiza) were declining. The alders of the adjacent woodland by the stream were expanding their woodland habitat at the expense of the meadow.

Seven years ago, when we again received no written reply to our request for permission to maintain the meadow, we tried to visit Mr. Dostál at his cottage. He was not at home, but the neighbours told us over the fence when he was at the cottage. The second time it worked out well. Mr. Dostál was very reserved, but after asking if we could „discuss” the management of his meadow with him, he invited us to his beautiful garden pergola. This is when subtle diplomacy comes in. It is good not to talk about the problem right away, but perhaps first to praise the beautifully blooming begonias in the window boxes and the pergola. When we got to the meadow itself, we already knew, for example, that Mr. Dostál was going to move to the cottage the following year. And also, that the only positive thing he sees in „that mess behind the fence” is the fact that beautiful butterflies, which he, his wife, his children and grandchildren like, sometimes come to his garden from there.

And there it was. From then on, everything went like clockwork, the spell was broken. We explained to Mr. Dostál that if the meadow was mowed at the right time every year, it would produce many more flowers and gradually more species of plants, which would attract many more butterflies. We also mentioned specific examples from the neighbourhood where the owners themselves manage the meadow behind their house. The fact that there was an increase in the rates for the hectare mown and harvested that year certainly played a role. Mr. Dostál started mowing the meadow himself that year with the support of the Landscape Management Programme.

It may seem like a story from the realm of conservation dreams that after three years he came to the LPA administration office and thanked us for the fact that more butterflies were actually coming to his garden, but it really happened. That's when we took advantage of the opportunity: over the butterfly atlas, in which we tried to find all the species of butterflies that Mr. Dostál had seen there, we also arranged a mosaic mowing with him for the following years, on different dates. Maybe the dusky large blue will be there one day!"



Fig. 2: Dusky large blue. Photo: Zdeněk Záliš

Summary

- ▶ It has proven useful to contact the owner with information before requiring anything from them.
- ▶ Pre-negotiation give us an opportunity to strengthen mutual trust and prevent misunderstandings.

2.5. Information transfer

Open explanation and clear justification of intentions is important for several reasons. Materially, it is about **informing the owners and users**. Conservation intentions are based on management plans, management principles or summaries of recommended measures, which also explain the reasons for these plans and measures and thus provide the basic argumentation support. However, care must

also be taken regarding the form of the communication, with a view to finding a common language that is understandable, particularly to the owners and users themselves.

Many owners and users do not have a detailed knowledge of nature conservation issues or technical terms. It is therefore often necessary **to explain the meaning and form of the measures in a more demonstrative and detailed way**, explaining specific technical terms where necessary (e.g., rotation period). It is useful to use **information material** to illustrate this. For example, the One Nature project is gradually producing **information sheets on protected species and habitats** for owners and users of the land on which these phenomena occur. The info sheets are ready to print on an office printer and can be found here:



<https://www.jednapriroda.cz/novinky-a-akce/publikace-a-tiskoviny>

Conversely, some communication partners (usually experts in larger companies) have knowledge of other related fields such as forestry or agronomy. Although NPA workers cannot be experts in other sectors, it is useful for better mutual understanding that they know at least the basic terminology used by other experts.

It is important **to avoid possible misunderstandings** concerning implementation of specific measures, but also, for example, framework issues of nature conservation. It is therefore a good idea to think about whether the owner understands the measures and their meaning and where any misunderstandings arise. It is not certainly a problem to ask the owners directly if they understand everything. Even seemingly clear terms may have a different meaning for the communication partner than they have for the NPA worker (e.g. heavy machinery)².

An NCA worker: „When you give an instruction to the owner or contractor, you have to consider whether they have received it well, otherwise you will come back and find that it has been mowed in differently. Because he had obviously thought that the instruction “Leave the full-grown bushes” meant that he mowed all bigger flowers round. Demonstration and showing it in practice are quite important because it's not written in detail in the contract.”

The important thing is - as far as possible - **to find out and understand the position and interests of the other party** that always has its own reasons. Good preparation plays an important role in this, including finding out the history of previous cooperation, for example from other colleagues.

It also involves a direct elicitation of approaches, which needs to be done sensitively, asking questions and avoiding our own prejudices or misconceptions. Some general techniques used in many other communication contexts can also be helpful (Vybíral, 2005). These include, for example, asking open rather than closed questions („What support from us would be helpful to you?” vs. „Will financial support help you?”), respecting what the other party says (even if we may not agree with it), and attentive (active) listening, where we respond to what the other party says and do not „jump” prematurely to other topics. Mirroring, i.e., repeating what the other party is saying in the form of a question, is also a good technique, which leads to making sure that we are listening and understanding what the other party is saying. It also works well to ask directly if we understand what is being said: „So I understand that ...”

² The nature and landscape management standards issued by the NCA can serve as guidelines. They are a basis for improving the quality of the work carried out, ensuring comparability of outputs and terminology unification in communication between designers, contractors, customers, authorities, expert institutions and state administration. For more information see <https://standards.nature.cz/>.



To build trust, it is also necessary to be clear about the reason why the information needs to be found out. Clarification usually takes place in order to find a solution that works for all parties involved, i.e. stakeholders (see also the box A Mutual Gains Approach in chapter 2.6).

Summary

- ▶ **Finding a common language with communication partners is key to mutual understanding.**
- ▶ **Knowing the other party’s interests is necessary to align them with our own.**
- ▶ **At the end of the discussion, it is good to make sure that both sides understand the outcome of the agreement.**

2.6. Introducing the purpose of the negotiation and explaining „Why”

Open communication about the NCA’s own interests and specific measures in the protected areas management is important to establish fair communication. The owners themselves are more likely to gain **trust in open communication** and are more willing to communicate their own interests. This increases the likelihood of mutual understanding between both parties and paves the way for further negotiations. Open communication about the views and intentions of all parties involved is a necessary precursor to the alignment of interests that is essential for long-term cooperation.

Clarification of different views and interests also leads to **more time-efficient and easier cooperation** - when we know the other person’s position and assume that they know our position well, we can get straight to the point in communication and do not have to spend too much effort beating around the bush.

We can also, for example, better gauge in which cases it is advisable to try to get the owner to make more concessions through further negotiations, and when it looks like the owner will not budge from his position and the maximum is reached for the time being. This is very important for prioritising communication with owners and users in the unit, as there are often not enough people or time to cover communication activities with owners and users.

A Forestry Company manager: *„The communication works because if I’m going to convince someone that I want something to be done in a certain way, I have to say why. And she says it and I say it too, so when we clarify these mutual positions, we come to a consensus. And I think that’s a big plus as opposed to a situation when you’re communicating with someone who won’t tell you why they want it this way, they just insist very strongly that this is the way it has to be.”*

An Agricultural Company representative: *„It’s about the communication, just no hiding. Saying we need this, this is possible, that is not possible. That’s the clearest game for us and probably the best solution afterwards. Saying what is going on, no hiding behind something. To just say what are the requirements or our ideas: yes, it’s possible, it’s not possible and under these conditions.”*

Summary

- ▶ **It is important to explain the purpose and method of protected area management.**
- ▶ **Open communication helps build trust and can be more time efficient.**

International Inspiration - A Mutual Gains Approach

The Mutual Gains Approach was developed by American lecturer and researcher Lawrence Susskind based on his research and experience, originally as a set of guidelines for involving stakeholders in environmental planning. This approach outlines several steps of negotiation that can help achieve a win-win solution that is beneficial to both parties.

The Mutual Gains Approach divides negotiations into four phases which are summarised in the table below. Within the **preparation phase**, it is crucial for each party to clarify its most important interests and objectives. It may also help to consider what would be at stake if the agreement failed; in the words of the author of the approach, what is the best alternative to a negotiated agreement (BATNA). The approach places great emphasis on this phase, so it can be inspiring and useful for „pre-negotiation,” building trust, transferring information, explaining „why,” and aligning interests, as summarized in the main text.

The second phase, **create value**, expresses the mutual exploration of options for an agreement. It is important at this stage to put aside any animosity or bitterness from previous failures to cooperate. Each party puts forward proposals for solutions, considering its own interests clarified in the first phase. At this stage, it is important to separate proposing of possible solutions from the conclusion of commitments. At this stage, non-binding options are presented, which ideally will sometimes allow new solutions to be found together. The authors of the text use the analogy of a cake, which represents the total benefit that the parties to the negotiation divide among themselves. If we neglect the preparatory and initial stages of negotiation, we are metaphorically „dividing a smaller cake” among the parties, i.e., we are only negotiating mutual concessions. However, the preparatory phases allow us to understand the interests of both sides, find common ground, propose alternative solutions, and reveal other benefits that different solutions bring. Thanks to the preparatory stages, we are metaphorically „enlarging the cake.” For example, it may turn out that each side is striving for something slightly different, but these different interests can be reconciled for the benefit of all.

The authors of the text here also suggest the use of external mediators (from our research interviews it appears that the involvement of any third party that is perceived as neutral can be beneficial - see also chapter 3.3 on municipalities as partners).

The third phase, called **distribute value**, concerns the actual conclusion of the agreement to make it comparably beneficial for all involved. As a result, all parties should feel that the agreement is fair (see also the passage on distributive and procedural justice in chapter 2.7). It is possible to use objective criteria or, again, a neutral mediator, although this is often difficult in practice. Fairness in the negotiation process is also important here, and key to maintaining trust in the future.

The **follow-through** phase emphasises the need to clearly negotiate in advance all the ways of monitoring the agreement reached. In addition, it is advisable to think about future cooperation and ideally outline possible prospects for such cooperation.

PREPARE			
Clarify your mandate and define your team	CREATE VALUE		
Estimate your Best Alternative to Negotiated Agreement (BATNA) and theirs	Explore interests on both sides	DISTRIBUTE VALUE	
Improve your BATNA (if possible)	Suspend criticism	Behave in ways that build trust	FOLLOW THROUGH
Know your interests	Invent without committing	Discuss standards of criteria for “dividing” the pie	Agree on monitoring arrangements
Think about their interests	Generate options and packages that “make the pie larger”	Use neutrals to suggest possible distributions	Make it easy to live up to commitments
Prepare to suggest mutually beneficial options	Use neutrals to improve communication	Design nearly self-enforcing agreements	Align organizational incentives and controls
			Keep working to improve relationships
			Agree to use neutrals to resolve disagreements

Source: Susskind, Levy, & Thomas-Larmer (1999)

2.7. Aligning interests

A large part of the work in negotiating protected area management is setting up an agreed cooperation to ensure that all stakeholders are satisfied. Although the NPAs can also use legal means to enforce the management (and they must use these legal means in extreme cases), a well-set agreement works better in the long run. The purpose of communication, then, is to seek and emphasize the common interest, the approach that **in the end, everyone benefits from conservation in different ways.**

An NCA worker: “Communication should not be about how to gain the high ground, but how to get the right result. It shouldn’t be a question of who loses and who wins, but the result. The right solution is to make both of them happy. Everyone comes with a certain idea and with certain knowledge. Based on that discussion, either side can change their minds. “

Such common interests may be numerous and may vary greatly from one entity to another. As the research study in the box below has shown, there are almost always common interests. For owners living in the area and for small farmers, this may be a return to tradition, for forestry administrations it may be the desire for a species-appropriate forest composition, for municipalities it may be the attractiveness for sustainable tourism, and so on. Shared interests may also be driven by current problems and the need to address them - whether it is drought, bark beetle calamity or anything else that affects all of us to some extent (see the box on arguments in chapter 3.5 for more detail).

Foreign research - What barriers play a role in negotiations?

Susanne Stoll-Kleemann’s research (2001a, 2001b) investigated the barriers to the introduction of protected area management in the former East Germany based on interviews with nature conservation workers and local owners of land. The results of the research showed that even if financial incentives are set well, some resistance to protected area management persists.

The most important reasons include the fact that owners perceive nature conservancy as a regulation ordered by the government, which they sometimes associate with earlier historical regulations of the former authoritarian regime - the misunderstanding in this case also reflects historical factors.

Cultural factors were also frequently mentioned by respondents in the research. For private farmers, it was often against their values that they should receive financial incentives for not looking after their land. As can be seen, the reason for this opposition often consisted in a lack of thorough explanation of the meaning of the measures.

The research further reported that all the misunderstandings mentioned above often provoked strong emotions among local stakeholders, which prevented further discussion. Furthermore, the research found that aversions to protected area management measures can be reinforced collectively - if these barriers are perceived in the same way by the majority of owners, they reinforce each other’s views. Thus, these group influences are often a barrier. This research from a culturally proximate setting, as well as partly similar findings from domestic research interviews, show that group, historical and cultural factors, not just immediate material interests, play a role in negotiating protected area management. This can also be an advantage: group influence can work in favour of conservation, for example through good examples of cooperation or multi-owner workshops. Historical and cultural influences can work positively wherever nature conservation meets traditional landscape management (see also the section on arguments and the section on relationship to place in chapter 3.1).

A story from an NCA worker’s practice: how fans of off-road cars protect the habitat of tadpole shrimps

„I am walking through the former military training area Babiny, which was handed over to us by the army the previous year. Many years passed between the army’s abandonment of the area and the handover of the land, during which time the area was almost swallowed up by tree vegetation. The pools with European tadpole shrimp in the sandpit, which were regularly maintained in the past by military training, have almost become overgrown with vegetation and are in danger of disappearing.“

I am walking through the sandpit and documenting the condition so that we can plan at least some intervention. Given the nature of the area and its original use (a training ground for military vehicles), I will hardly convince anyone of its usefulness. Suddenly I see an off-road car driving through the sandpit. I think to myself: Are they kidding? Don't they know it's illegal to drive off the roads? I mean, we're in a nature reserve and in an area of tadpole shrimps! The conservationist's heart, backed by the legislation, has caught fire, completely forgetting that the physical shell is female and 1.6m tall. I explain to the driver what he has done by entering and what he is endangering by his driving in this area.

The nature of the conversation begins to take a different direction. The tadpole shrimp, which looks like a visitor from the Palaeozoic, impressed the off-road driver very much and we start to think together about what he could do to save the animal. We exchange contact information and we both part ways with the hope of further cooperation. The off-road colleague („colleague” by all rights, as the areas of Babiny are matters of his heart, as they are of ours) decided to lease a part of the land with tadpole shrimp and can now be proud of having saved the only site in the area with this species.

Working together and believing in its purpose helped us survive the next two years, when we had to face many complaints about off-road vehicles driving, despite the exemptions we had issued. People had become accustomed to the abandoned nature of the site and considered its overgrown form to be optimal. It was at these times that it became clear how important it was that the whole unit supports the intention. As an individual, you may overcome a storm, but as a whole you achieve much more.

The story may seem to end by securing off-road driving in the sandpit. However, there is still a need to check on the condition of the site, to exchange new knowledge of conservation and habitat needs, and especially to share it with land users, even though it may seem to take a lot of time and often compromise by the parties involved.”



Fig. 3: After off-road driving in sandpit.
Photo: Ondřej Nitsch



Fig. 4: European tadpole shrimp.
Photo: Lubomír Peterka

However, a **quid pro quo approach must be avoided** when aligning interests. While minor concessions by all concerned are appropriate and sometimes welcome, major concessions or compromises are often not possible. For example, some owners and users may initially expect that partial concessions

will enable them to advance their interests in another project, such as a new development. It is advisable to think carefully before the negotiation about the boundary that the nature protection authorities consider unbridgeable. It is possible that such a boundary may be encountered during the negotiations, but it is always advisable to define it in advance (and ideally also discuss it with colleagues dealing with the relevant agenda, such as construction). It is then easier to communicate a well-thought-out boundary openly and sensitively to the other party.

An NCA worker: „At the time the agreement was being negotiated, the owner of the Company wanted the authorities to permit the construction of a tourist restaurant, which was oversized, and thus not permissible. This complicated the whole thing, but if we had permitted it, he would have given us ‚frogs and bugs’, as he said. That would have been the quid pro quo example and next time they would have a “weapon” against us, saying that last time we agreed, so now we’ll agree too. We never negotiate things that are clearly provided in legislation, e.g., rules, terms of government regulations. You can’t negotiate that, but you can communicate it in a softer form.”

An NCA worker: „Some owners can abuse it, too. They say they implement the measures well, so we could allow them to have a small house there. We can’t do that, there is a frequent debate among us in our regional branch.”

It is important that all parties involved are **as satisfied as possible with the conduct and outcome of the negotiations**. The literature (e.g., Paavola, 2004) distinguishes between so-called procedural and distributive justice (see description below). In practice, it is good to keep both aspects in mind. In extreme cases, if it is necessary to restrict the owner in some way for the sake of the management of a precious area, it is a good idea to be all the more careful that the whole negotiation process is as fair and open as possible.

Procedural justice: the actors perceive the process as fair. This is facilitated, for example, by the fact that everyone had access to information and sufficient opportunity to express their opinion.

Distributive justice: the outcome of the negotiations is perceived as fair by the actors. For example, they perceive that everyone was treated equally, that the benefits and constraints were distributed fairly, and that all participants made comparable concessions from their initial positions.

Summary

- ▶ **The purpose of cooperation is to reach an agreement to the satisfaction of all, not to impose one’s own position at any cost.**
- ▶ **It is appropriate to focus on fairness of the process and outcome and avoid the quid pro quo approach.**
- ▶ **It is beneficial to highlight the common interests of nature conservation and land owners and users.**

2.8. Long-term and continuous communication

In general, long-term cooperation brings good results in the management of protected areas. Long-term cooperation is a goal that needs to be built from the very beginning. In fact, the effort to maintain it never ends.

The way to such stable cooperation is **to set clear and long-term conditions** that all parties agree to and that do not need to be changed too much, which was mentioned very often by the land owners and users included in our research study.

One option is **to enter into longer-term agreements**, or to extend the first short-term agreement without difficult negotiation. This approach then saves time and effort for both nature protection authorities and land owners and users and can lead to long-term partnerships. It appears that such agreements are particularly preferred by farmers and agricultural and forestry enterprises (see also chapter 3 on types of land owners and users).

Ensuring funding for management is usually stable for long-term priorities. However, some volatility in the funding of some lower priority measures can be a problem and therefore cannot be planned for several years in advance with a sufficient degree of certainty. Obviously, such structural difficulties cannot be resolved in communication with owners and users of land in protected areas. It is necessary to be fair in negotiations at all times, to provide consistent, correct (though not always pleasant) information, not to propose something that cannot be met with certainty, and to inform in advance of possible year-to-year changes.

An NCA worker: *“If we agree on something, it holds true. What should be done in the spring, autumn, next year or when I bring the contract. If people from both sides keep their word, it works. He knows that if he does it, I won’t delay the money.”*

Building a long-term partnership also involves the NPA’s efforts **to inform and show interest**. It is very positive, for example, if contact is maintained with the land owner on an ongoing basis, not just when an existing agreement needs to be concluded or updated. It is of course important to consider ongoing communication, its frequency and form also in terms of staff capacity. The ideal is to stop by in person occasionally, or an email or phone call can be made. This helps to establish good practice, where the owner or land user in a protected area tends to contact the nature protection authorities on an ongoing basis if necessary, or at least without much hesitation, which helps to address any incipient problems in a timely manner. Crucially, this ensures that owners and users know whom to contact and they feel that they can speak up and be listened to.

An NCA worker: *„It’s important to talk to the farmers in general as well: „How did things come out, how was the harvest this year?’ They perceive that you are part of it, that it’s not strict, that you just don’t come with a contract and ask them to sign it here. It’s a lot more time consuming, but I think it will pay off. And if there’s a problem, those people will give you a call.”*

An agricultural company representative: *„It simply works if we communicate with the nature protection authorities continuously, and we really try to address things with them, even if it’s a small thing, so it’s better if we call and ask, then we can see the will, so then it really works better. Then, when we need something bigger, it definitely works better if we try to keep that cooperation.”*

Summary

- ▶ **It is important that the terms of cooperation and their justification do not change.**
- ▶ **If it is necessary to change the terms of cooperation, the change and the reasons for it must be explained well.**
- ▶ **It is advisable to maintain communication on an ongoing basis.**

2.9. Appreciation

Appreciation is important to all of us in various interpersonal relationships. Although protected area management can be seen as a much more formal relationship between institutions, bound by legal requirements and compensated primarily financially, valuing a job well done has an important place here, too. **Positive feedback** is also very important in this context.

It must also be considered that many land owners and users do not have detailed scientific knowledge and may not be aware that the habitats and species on their land are rare and how important it is to protect them. Appreciation of good management can also assist in **strengthening landowners’ pride** and attachment to their land.

Appreciation can take the form of an article in the local newspaper, a post on the web and social media, or listing protected species in contracts and agreements. Of course, appreciation in personal communication is also essential. This can be **as simple as “thank you”**.

There are also formal appreciations in protected area management. For example, people or organisations that have made an outstanding contribution to nature conservancy in the Czech Republic can be nominated for the NCA Award or the Krkonoše National Park Administration Director’s Award, which includes a diploma and a ceremony.

An NCA worker: *„The financial incentive is one thing for them, but I would say that they have begun to realize that they are doing a lot of good work for nature. I have been convinced of that from the beginning. And I would say that’s kind of the central motive for all of this.”*

Summary

- ▶ **Well done management of rare areas should be appreciated (verbal positive feedback is also important).**
- ▶ **Emphasising the wider value of protected areas can also be a good strategy.**

2.10. Expertise and knowledge of sites

In order to build trust between owners and users on the one hand, and the NPA staff on the other, it is important to have **expertise and first-hand knowledge of the sites**, which is ideally built up by frequent visits to the field. An obstacle might be that the area may be quite large. However, expertise and knowledge of the site and the wider context of the measures seem to be a strong factor that contributes both to good communication about specific measures and to the establishment of more lasting trust between owners and users and the NPA workers.

It is good to avoid that land owners and users perceive the NPA worker as someone who proposes measures without knowledge of the area, as we say, “from the office”. This is what both the NCA workers and owners and users agree on.

It should also be borne in mind that owners and users themselves often have extensive knowledge of the area and its management. This knowledge is usually based on long experience, a close relationship with the area, or expertise in, for example, forestry or agriculture. It is therefore knowledge that has a basis different from professional erudition in nature conservation but is often no less relevant and important.

A forestry company representative: *“I guess we are lucky with the people, they are not conservationists “from a block of flats in a city”, I mean those who have read things from the internet, from Wikipedia. I’ll give you an example: when the fence is supposed to be made of 2.2 m long poles, they see in the forest that the pole is 1.6 m long, and it’s a problem for them, but in fact it’s not a problem because the stake is 2.2 m long, but 60 centimetres are in the ground.”*

An NCA worker: *„They [owners and users] see that I work in the landscape, that I am not just someone who sits at the machine and makes it up in the office. They see that I’m asking about things I’ve noticed. In that conversation, I point them to what I’ve seen, so they know that I walk that landscape. Knowledge of the terrain is an advantage.”*

It can also be discouraging if nature conservation uses overly technical language full of technical jargon (see also chapter 2.5). Such language can lead to misunderstanding, or the counterparty may think that the technical language is used deliberately to avoid being understood - deliberately incomprehensible technical language can be perceived as a tool of power or a sign of arrogance (Kotecký, 2019). It is important to approach communication with humility and be aware that **technical language may be incomprehensible to communication partners**.

It is advisable to think in advance about what level and type of knowledge the communication partner has and to **learn how to explain different aspects of nature conservancy at different levels of expertise**. The use of knowledge of interpretation (Růžička, 2019) as well as prepared information materials aimed at different target groups can also help. If you are more in doubt whether the partners understand you, it is possible to ask them directly, for example, „Do you understand it like this?“, „Did I explain it clearly for you?“ or „Have you come across anything like this before?“ It is crucial to speak in a language that everyone involved understands.

Summary

- ▶ **Expertise and local knowledge are generally valued by owners and users.**
- ▶ **It is good not to use unnecessary technical jargon.**

2.11. Different forms of communication and meeting

A variety of communication channels can be used to communicate with landowners and users, which work differently for different groups of owners and users and in different situations. It is advisable to always try to choose a method of communication that suits our communication partner. The choice of the communication channel is a basic (technical) prerequisite for establishing a functioning cooperation.

2.11.1. E-mail and telephone communication

E-mail and telephone communication is the least time-consuming way of communication, therefore it works best both **at the beginning of communication** and also during providing continuous information, when **no major clarification or finetuning of cooperation is necessary**.

A challenge may be that we do not always have **telephone or email contact with the landowner and land user available** at the beginning. It is easier to obtain a contact from larger companies, municipalities and non-governmental organisations, which usually have websites with available contacts. It can be more difficult to track down the necessary contact for small farmers and individual owners. As this group of owners usually live locally, local authorities, which often know local landowners and users, can help with contacting them, but care should be taken in relation to personal data protection restrictions.

Email communication has the advantage of having **the entire communication recorded** and can be referred back to if necessary. However, care should be taken here, and the history of messages should be used more for personal reminders. It is advisable not to take email communications as concluded commitments. This also applies to the messages themselves. It is a good idea to keep in mind that the communication history is also recorded by the communication partner, and it is necessary to clearly and directly separate commitments from suggestions or ideas for possible solutions.

The disadvantage is that email communication is not synchronous. **Therefore, we do not immediately have the reaction and response of the communication partner**. Sometimes we must wait a long time for this response, and we have little control over when the response arrives. It may happen that the email does not arrive, the recipient does not notice it or does not reply for any other reason. It should also be taken into account that not all people are used to using email often enough.

Of course, telephone communication is faster and more flexible than e-mail. It is possible to respond directly and also to get to know more directly, for example, the mood of the communication partner, but slightly less so than with face-to-face communication.

2.11.2. Personal communication

Face-to-face meetings are very important for building trust. It is particularly important when starting a collaboration, and thanks to the immediacy of the contact, it plays an indispensable role in establishing more direct relationships that greatly help **mutual trust and partnership approach** among all parties involved (or concerned). Thus, it can often be preferable to an email or a phone call.

Due to its speed, flexibility and immediacy, face-to-face meetings are also very important when specific measures **need to be clarified, specified or fine-tuned**, whether this concerns their specific technical implementation or other issues. This applies primarily to the **pre-negotiation** of an agreement, but sometimes it is also necessary to fine-tune measures on an ongoing basis if something has been understood imperfectly, for example.

A face-to-face meeting is also the best form of meeting in more complex cases, where it is necessary **to agree more comprehensively on the general aspects of cooperation**, to define one's own interests and boundaries, to learn in detail and without bias about the interests of the land owner or user, and to work together to align the interests in the best possible way (see chapter 2.7 on interest alignment and the box in chapter 2.6 focusing on the Mutual Gains Approach).

A face-to-face meeting is also necessary if we need to contact land owners or users who are difficult to contact otherwise. It therefore has an important role to play in communicating with local physical owners who are impossible to get another contact for.

The disadvantage of face-to-face meetings is, of course, their **time-consuming nature**, compounded by the need to travel to the meeting point according to the preferences of the land owner or user in order to meet them as closely as possible. Therefore, our own time capacity must be particularly considered for face-to-face meetings.

A specific option for face-to-face meetings is **to meet directly at the site** targeted by the measure. It helps to clarify even more clearly with the land owner or user the nature of the measure and **to modify it so that it is truly "tailored"** to the site. This often considers, e.g., **clarifying the specific implementation of the management measures** (If cutting small branches is agreed, what exactly does 'small branches' mean?) or specifying the area on which the measure is being taken.

A municipality representative: „The goals are mutually aligned through close communication, when we always call each other, on the phone all the time, going out together to the target sites. Communication in the site is certainly a much more convenient form than dealing with it in an office somewhere, with a clerk over a regular or cadastral map. In the very early days, the way it worked was that I got a map drawing from the NCA administration. But then when you come there and see it in-situ, you realise that you have nothing to start with, because it's nice to draw three hectares somewhere in the area, but the trees may not be there at all, or they may be bigger.”

2.11.3. Seminars

Seminars and other similar events (e.g. educational nature walks) are a specific form, as they are not usually part of the direct negotiation of protected area management. **In a broader context, they can contribute** to raising awareness of the need to manage nature, informing about the positive results of such management, and to building longer-term and more personal relationships.

It turns out that it works very well if such a seminar has a subject that is **topical and attractive** to the invited owners and users (e.g., water retention in the landscape or locally topical issues). Specialist seminars can work particularly well with **forestry administrations**. They may also resonate well with **owners living in the area** (especially if the seminars cover local topics or involve field trips). Some educational events with larger numbers of participants can be conducted online, e.g., via a webinar or videoconference. Experience shows that the online environment is suitable for one-way communication, while only the most eloquent speakers participate in the discussion, and they may not necessarily express the most relevant opinions or arguments. It is often useful to complement the online form of the seminar with a part in the site where the topics can be discussed and demonstrated in practice.

The problem may be that some owners and users do not have the time capacity to attend such events. It is therefore important to think not only about the attractiveness of the topic, but also, for example, about planning in time (for example, farmers have more time in winter). It can also be good practice to bring in an independent expert who is respected by the group of land owners or users.

A story from an NCA worker's practice: a village with *Gentianella*

„When the Kocelovice grasslands came under the NCA management in 2018, I went to arrange the management of the site with a representative of the village that owns the land. In previous years, the municipality did not manage the nature reserve (now it is a national nature monument) by itself, as the management was ensured through contracted implementation companies.

I did not get a warm welcome from the mayor and deputy mayor, and gradually I learned of various wrongs caused by insufficient explanation of the actions taken by the NPA. We agreed that they would not manage the site directly and everything would again be done by contracted workers. The change, however, was that I would report to them on every step, so that the representatives would know in advance what was going to happen and would be able to comment on it.

I felt that little was known about the value of the Kocelovice Grasslands National Nature Monument, so I organised a field trip with a leading expert on the local target feature, *Gentianella obtusifolia* subsp. *Sturmiana*, as well as a representative of the contracted management company and a zoologist. Many locals and, at my insistence, the mayor took part in the excursion, too.

This was followed by a lecture at the Blatná cultural centre, in which I talked mainly about the unique *gentianella* and its worldwide rarity, highlighting the uniqueness of the national nature monument and showing the common plant species that are disappearing from the landscape. The lecture was received well and the subsequent photo exhibition in the Blatná Information Centre was also a success.

After these events, the municipal representatives, led by the mayor, are favourable to my proposals and accommodate me. I consider the gradual clearing of the self-seeded alders by the Kocelovice citizens, which they have been carrying out for the third year at their own expense, to be a success. It is obvious that emphasising the importance of the national nature monument has helped a lot. We are therefore trying to continue organising public events.”



Fig. 5: *Gentianella obtusifolia* subsp. *Sturmiana*. Photo: Jitka Štěrbová

2.11.4. Conclusion on the forms of communication

In general, it appears that the choice of communication forms often has a logical sequence in practice. It goes without saying that this process does not always apply, for example due to the specifics of particular owners (unavailability of contact addresses) or already established relationships through a history of cooperation.

The first step is often a preliminary notification by e-mail (or a traditional letter if we do not have e-mail contact or anticipate that a written letter will be more reliable). This is often followed by assurances that the land owner or user concerned has read the information and expects to proceed with further negotiations. Alternatively, it may be necessary to repeat the information and explain everything. Here, telephone communication or a personal meeting may work best. If it turns out that more extensive discussion, explanation and clarification of the management to be done is necessary, a personal meeting and, if clarification of the measures to be taken is necessary, an on-site meeting is the appropriate way forward. Ongoing adjustments to the agreement can then be discussed by email, telephone or in person, depending also on the anticipated complexity of the meeting.

Last but not least, the initial contact may come from owners, users or other potential partners for the management of valuable areas. For them to be able to easily contact a representative of the relevant NPA, it is important to ensure that contact details are easily traceable on the internet, i.e., to keep the website of the given NPA up-to-date and clear. Exceptionally, people can also use a contact through social media.

In order to attract the attention of potential partners, it is useful to present success stories and examples of good practice in nature conservation through the media, especially local ones (printed or online newspapers, local newsletters, regional television, etc.).

Summary

- ▶ **The choice of a particular communication method depends on the type of owner and the context of the communication.**
- ▶ **It is advisable to choose the communication method in such a way that it means as few obstacles as possible for the communication partner – i.e., to accommodate him/her.**

3. COMMUNICATION WITH DIFFERENT TYPES OF ENTITIES

There are different types of entities among the owners and users of land in protected areas, ranging from small owners living locally to large companies and institutions. Dealing with them naturally requires a different approach in many respects. Communication partners can be divided into several categories. It should be borne in mind that every categorisation must always be necessarily schematic a bit. All communication partners are specific in their own ways, and it is always best to know the particular context and history of communication with them.

On the basis of an ownership structure analysis completed in four selected regional NCA branches³, interviews with land owners and users in protected areas and the NCA worker's experience, we have divided land owners and users into several categories, which we describe in more detail in the following text.

The presented categorisation of land owners and users may provide some guidance, but it cannot be a definition that is valid in all cases, as each case is unique in its own way. The specifics of individual land owners and users can only be identified through long-term cooperation, and some categories may overlap in certain cases (e.g., forest administrations managing forests owned by municipalities). Another important issue is communication with the 'general public', which is, however, an extensive field itself and has its own specificities, so this text will not deal with it.

3.1. Owners and users with personal ties to the location

This is a group of owners and users who have a very personal relationship with a given area, place or plot of land. They are usually individuals who live in the area, often have a greater knowledge of the surrounding landscape, and feel 'rooted'. They also often have a better knowledge and perception of the area's history or have built up a certain (albeit lay) idea of what the landscape should look like and how it should best be managed. In our research, we use the umbrella term 'place attachment', which expresses an emotional personal tie to a place.

In terms of advocating for nature conservation measures in protected areas, **work with place attachment** can be a very good strategy in general, as shown both by the experience of research interviews with land owners and users in our study and by international studies (see also the box on different types of arguments in chapter 3.5).

In general, therefore, it can make a lot of sense to be grounded in tradition and relationship with the immediate surroundings in conservation communication, to argue for a **return to management** and the form of the landscape „as it used to be”, and in the long term also to strengthen the relationship with the landscape of the home (for example through guided walks, programmes in schools or cooperation in various municipal festivals). **Emphasising the aesthetics of the landscape** (for example, colourful meadows in bloom) can also be important.

³ These involved the following regional branches: Beskydy PLA, České středohoří PLA, Žďárské vrchy PLA and Třeboňsko PLA. The criteria for the selection of the PLA administration were different types of landscape, nature protection history, and composition of land owners and users in the given area. The choice was made in such a way that the experience of the four regional NCA branches studied was as relevant as possible for the other NCA branches and other NPAs. According to the analysis, the key user of land in protected areas is the state-owned company Forests of the Czech Republic (Lesy ČR), managing 38.4% of the Natura 2000 area in the four selected regional NCA branches. Other important entities are natural persons farming on non-forest agricultural land (17.6% of the territory), municipalities (14.1% of the territory), natural persons managing forests (6.8%) and agricultural enterprises (6.8%). A small part of the territory is managed by churches (3.9%), the share of which varies significantly by region. Single per cents of the territory are owned by state organisations and other owners. It should also be taken into account that, for example, farmers also work on rented land, which the analysis does not allow to capture.

An NCA worker: „There are people who have a natural relationship to it, for example, they say that flowers still grow there. Elderly people want us to bring a photo when they can't go to the meadow anymore. They say, ‚I remember it used to bloom there when I was young‘. They have such a relationship with it. Then we try to put in the contracts what species are there. They don't recognize the species, but they take lay notice.”

The place attachment may also have a more prosaic explanation, based more on **material or other interests**. Naturally, one is more interested in the surroundings of one's home and often has a more decided view of the appearance of one's surroundings. For example, he or she wants better transportation infrastructure but does not want it built near his or her home - a phenomenon aptly called NIMBY (Not In My BackYard). The local farmer wants to preserve the water in the landscape and the soil quality on his land and is therefore more sensitive to the measures in his neighbourhood. This also needs to be considered when communicating about measures in protected areas. **Arguments for the conservation of the landscape and nature** in the surrounding area can also be effective in this way. Three types of potential partners can be categorised as land owners and users with place attachment.

3.1.1. Non-farming and locally living owners with place attachment

They are usually old residents, often descendants of a family farming in the area, who know exactly where their agricultural and forest land is, the history of its use and the historical and social ties in the area. They would care about natural values on their land, especially if their ancestors perceived them and if their descendants are interested in them. In such a case they will be willing to make the necessary management possible or even negotiate with the tenant of their land to manage it sustainably. Here it is important to show respect for historical knowledge in negotiations. Partly, weekend cottagers with their own distinct relationship to their surroundings can also be included here. Management measures need to be patiently explained to this group.

3.1.2. “Enlightened” local farmers and family farms (regardless of the size of their farm)

Their farming is based on their own land, although they often rent a substantial amount of land from other local land owners. They live locally and participate actively in the village life (or cooperate with the municipality, e.g. in clearing the roads of snow) or work in interest associations (hunters, etc.). The local reputation is very important to them, especially if they have a successor in the family or business. The fact that **they themselves are interested in nature and farm on the land** is an advantage for the negotiations. If trust is built up well, cooperation can be extended to other activities and to ensuring that other measures are implemented. The **need for economic stability of this partner** must be perceived. Any change must be explained well and it must be taken into account that sometimes it is better to have measures implemented gradually and more slowly.

3.1.3. Local agricultural companies

This is often a former agricultural cooperative (sometimes legally changed into a joint stock company). As a rule, these are farmers who work on large areas. In communication, it is usually possible to follow up to cooperation with the municipality and local organisations, and to **local historical knowledge** (see chapter 3.3 on municipality as partner). To take into account the **economic sustainability of the enterprise** is essential. Arguments in negotiations must be based on a very good knowledge of the financial and operational aspects of the changes/measures required. The challenge here is that there may be **various changes in the staff**, resulting in interruptions of the relationships built and repeated

negotiations. The internal hierarchies of larger companies can also sometimes be problematic, leading to the need to negotiate at multiple levels and subsequent prolonged negotiations.

A story from an NCA worker's practice: Three generations or the passage of time

„I'm sitting on a ridge; memories are running through my head and time is passing by. When I decided in the mid-1980s to leave my beloved native Jeseníky mountains in northwestern Czechia and to move to the East to Wallachia, it was a leap into the unknown. A new job, a new region and, on top of that, a wedding awaited me. It went well. After all, working as an agronomist in a cooperative also toughened me up. But getting used to different hills was worse. Slowly, slowly, slowly, slowly the county began to win me over. Where I used to see the negatives, I suddenly could see the positives. I realized that Wallachia is not really Jeseníky, just as I would not want Jeseníky to become Wallachia.

I fell in love with the sunny meadows full of flowers, the tinkling bells of grazing sheep on the hillsides, the waves of the Carpathian Mountains stretching into the distance. And the people, the honest farmers who, like their ancestors, tirelessly maintained the hard-won land.

I appreciate immensely that I had the opportunity to meet some of them and, at least for a while, to contribute together with them to the preservation and protection of this beautiful part of our country. I think that the ten years in the cooperative have been useful to me in this respect as well. Even though my conservationist's heart „bled” when unused wetlands were “improved” by land draining or groves disappeared under sawmills due to replacement reclamation.

I have been fortunate to have met people who have helped me in discovering the natural values and beauty of this region. One of them was a former conservation officer at the former district authority, a keen ornithologist, a real field expert and an enthusiastic promoter of, as they say today, civic science. When we were secretly pulling out small spruces from the overgrown site of elder-flowered orchids in Galovské meadows, I had no idea that in a few years, as an employee of the administration, I would be re-designating and radically enlarging the existing nature reserve in this place.

And here began the cooperation with one of the majority owners of this land, Mr. K. He was one of those old and honest farmers who managed to extract benefits from the land without harming it. Who returned to it what they had taken from it, so that the next year it could give them their gifts again. Their hard work and experience were combined with a sense of the landscape and nature. Yes, they needed to mow the meadow at the right time for quality forage, but they also saw the flowers and butterflies, perceived and understood the eternal cycle of nature and respected it.

At that time, when I discussed maintenance aimed at protecting this exceptionally rich orchid habitat with Mr. K., I didn't have much to offer him at first. Financial resources for maintenance were very limited. Of course, Mr. K. was well aware of the orchids, or „cuckoos” as they are popularly called here. After all, it was mainly thanks to his way of farming that they were kept here. When we agreed to keep a few rotating fields for potatoes and grain, so that there would be enough food for both the farmer and his pig, the way was opened for future expansion of the reserve.

Mr. K. respected the management principles discussed with him and continued to carefully manage the land outside the existing reserve. Only once, of his own volition, did he plough a new area of

the historic field. Although I respected him as a farmer, he could see that I was not happy about this and immediately reassured me. „Don't worry, it's just meadow restoration, after fertilizing it I'll grass it and the orchids will take hold again.” What he said, he delivered, and he was right. He's no longer with us, but the orchids are growing again.

The Galovské Meadows and we too were lucky enough because Mr. K. had an equally hard-working and helpful son. He took over the whole farm with now slightly more modern equipment, but just as carefully and reliably began to harvest a substantial part of the future protected area for years to come. By this time, we could offer him a financial contribution for maintenance that corresponded to the work done a bit more than the past funding. The arrangement was traditionally trouble-free and the inspection of the work carried out was always a joyful walk through the exemplarily harvested meadows. It was also at this time that the area finally saw the planned expansion to include adjacent valuable areas, from the existing less than two hectares to more than ten times that size.

Today, the Galovské Meadows are being managed by the third generation. The grandson of old Mr. K. left the valley and lives with his family on the ridge in his grandfather's renovated farmhouse right on the Galovské Meadows. Three generations, just like the old man and his father, guarantee that we will still be able to enjoy the view of the orchid jewels.”



Fig. 6 and 7: Nature reserve Galovské meadows, Elder-flowered orchids. Photo: Milan Škrott

Summary

- ▶ **Place attachment is very often a good argument for the need for conservation.**
- ▶ **For some land owners and users, nature conservation means a return to tradition - a landscape ,as it used to be'.**
- ▶ **If the negotiation works with place attachment, an argument based on landscape and nature aesthetics may be appropriate.**

3.2. Owners and users with no major personal ties to the location

These are usually larger companies or organisations, where negotiations take place with employees or management representatives. Here, **financial instruments** (contributions from Landscape Management Programme and other subsidies) and **building a relationship based on the principle of supply and demand and mutual gains** are very important. It is advisable to be reasonably tough but also accommodating, but above all fair. The NCA can offer funding for projects that are also in the interest of local residents or businesses. They, on the other hand, must accept certain constraints elsewhere.

3.2.1. State-owned enterprises and organisations

These organisations manage state land for profit and, at the same time, they ensure to some extent the provision of so-called public goods (e.g., clean water, recreational functions of forests, etc.) in their area of influence. These include e.g. Forests of the Czech Republic, state-owned enterprise (Lesy ČR, s. p.) and river basin administrations. As a rule, it is possible to build on their efforts for **long-term sustainability**. These are usually large organisations with hierarchical management and **experts in different fields**. The scope and impacts of the intended action or change should be thought through before negotiations and the negotiating partner should be approached accordingly. It is also useful to be informed in advance about existing cooperation and possible sticking points. It is often necessary to explain the intention at several levels, i.e., to consider **the hierarchy of these organisations**. Collaboration on larger projects can be secured in a suitable form of a declaration of cooperation, and larger joint projects can also be negotiated.

An NCA worker: „In large institutions, there is a hierarchical management structure and what you can get done fine at one level may be a problem at another. That was the case for us, that the largest area was under the forestry administration, but an ecologist from the regional directorate came to the meeting and unfortunately he was of a different opinion than the forest district manager.”

3.2.2. Non-state owners with no personal ties to the location

This category includes distant heirs and heiresses or owners investing in land, but mostly large enterprises with different legal statuses, including agricultural entities and churches.

A common feature is that negotiations often do not take place directly with the person who ultimately makes the decision; the actual owner acts through a representative or authorized employee. Arguing in favour of active conservation management measures is often difficult, as it is not possible to work with the owner's place attachment or personal interests. Creating an informal atmosphere for negotiations might be difficult.

Large agricultural companies tend to have dedicated persons for dealing with the authorities, including the state nature conservation authorities, so it is possible to count on **an expert partner** in such cases. Often these people are very well prepared for the negotiations, they might have enough time for the negotiations and know the legal and professional aspects of nature conservation. This can sometimes be an advantage, as nature conservation does not need to be explained so much. On the other hand, it can often mean that these people defend the interests of their company very ably and strongly. It is important to take this possibility into account and to consistently keep our own boundaries for compromise (see also chapter 2.7 Aligning interests). It is advisable to prepare for negotiations carefully and with prepared arguments. It can sometimes be pointed out that there is

a possible „advertising” effect of the measures, i.e., that cooperation on nature conservation can be used by companies to promote themselves.

Churches can also be included in this category, as they generally manage their property for profit and through their own management companies, so negotiations are often also mediated and conducted with experts. They usually have a more long-term vision than other types of enterprises.

An agricultural company worker: *When I compare it to other businesses, we have a fairly big group of people here who really have the time and dedication. Of course, if we were a smaller company, where the person is in charge of a much larger range of tasks, maybe we wouldn't have the time to do that. It is my colleague who is in charge of these things here. Her job is to meet there, to fine-tune this information etc...*

Summary

- ▶ **State-owned and non-state-owned enterprises with no personal ties to the territory are more likely to take their economic interests into consideration.**
- ▶ **Larger businesses and organisations often have dedicated experts for talking to NPA workers and a more complex organisational hierarchy.**

3.3. Municipalities and regional authorities

They own land which they either manage directly (usually forest land) or lease to farmers; they carry out land improvements, sometimes take conservation measures themselves (for example through community service works), having the role of nature protection authorities themselves, in addition to being a natural informal authority for local people. They may therefore have **a role as natural partners** for NPAs. Municipalities can also help a lot in communicating information to the wider public, for example through articles in local newspapers, co-organising public walks, events in schools or at municipal public events. In general, finding such natural partners, which municipalities undoubtedly are, can be a very good strategy to improve cooperation and manage it with a larger number of participants.

When dealing with municipal representatives, it is important to respect that they are people who have been given a mandate by the local citizens. Responsible municipal representatives usually have a clear idea of the municipality's priorities and aiming, often have **an overview of the broader context** of the relationship between local government and nature conservation and perceive the various possible benefits of protected area management (an example would be efforts to develop so-called ecotourism).

Nature protection representatives should **explain their interests well and thoughtfully**, with concise, clear presentations and understandable arguments in discussion. They should also participate directly in public meetings of the council. To build a long-term relationship, it is important to make realistic proposals and not to make promises that cannot be kept.

When working with municipalities, it is good to bear in mind that their **leaders may change after the municipal elections**. It is therefore a good idea to proactively start communicating with new municipal leaders after the elections. A good tool in this case can be to organise a greater common seminar.

Municipalities can also often act as ‚opinion leaders’, who can credibly **inform and persuade other municipalities in the area or important owners and users**. If it is possible to find municipal officials or representatives who are positive about conservation, they can be valuable allies in negotiating conservation with other land owners and users in the municipality.

Municipalities can also provide their facilities for face-to-face meetings with land owners, who may perceive such an arranged meeting more positively, as a meeting on a „neutral” territory. In addition, this may be more convenient for many owners because of the commuting distance, so it is a kind of accommodating step. If cooperation with the municipality is set up well, the municipality's representative can also act as a kind of **informal impartial mediator** at the meeting to iron out minor differences (see also the box on the Mutual Gains Approach in chapter 2.6). It is therefore advisable to systematically build up such long-term cooperation with municipalities.

In addition, municipalities can help in the phase of establishing cooperation with new land owners and users, for example in terms of **contacting smallholders** who cannot be contacted except in person.

A municipality representative: *„Of course, we are there as if we were the owners and it's in our territory, so we enter into the negotiation, but we don't enter into it from the position of a higher power. We try to be there rather as a kind of mediator and try to keep a good atmosphere. A lot of times it's enough just to give the information to the farmer a little bit differently, from our own experience, that the field margins have been proven to work, because he is usually able to understand an explanation from a third party better.”*

In some cases, **regional authorities** can also play a role similar to municipalities. However, municipalities often have a strong informal influence, mainly because they operate at the local level and thus have links with local owners and users. In the case of regional authorities, this aspect is somewhat lost, but they can be helpful in dealing with larger regional businesses.

A story from an NCA worker's practice: Useful plums and positive envy

„Envy doesn't always have to be negative, as evidenced by a case in a part of our fertile region, with its large fields as we know them in many other places. Trees belong in such landscapes too, according to the locals, especially fruit trees, which in their eyes are beneficial.

The idea of planting an avenue of fruit trees around the former farm road came from the mayor, who did not hesitate to contact our office to ask if there might be some kind of subsidy. There could be, but under standardised conditions, i.e., with an emphasis on regional varieties according to the relevant NCA standards. That would not be a problem, they can be found. Now, our discussion over the plan was about which varieties to use. We arrived at a compromise multi-species mix, but the mayor did push for a higher proportion of plums. We knew what he had in mind, and we did not go too much into detail. In fact, we didn't mind too much.

After the planting, we received an email with a link to a local TV broadcast with a report on the tree planting, which involved members of the local gardeners' association. The report ended with the words: „The work was a success, and we are looking forward to producing popular czech plum brandy called slivovice in a few years' time.”

Television is a powerful information tool, it is watched by the locals, and in the few days after it was broadcast, we heard from several other villages, „that they would like to have it, too.”

These words were among those which started a now multi-year project to renew the range of regional fruit tree varieties in a region where the landscape needs to be not only edible but

also drinkable.

Today, after several years, it is possible to enjoy a walk through a gene pool orchard and thanks to the interest and activity of the locals, avenues of regional varieties of fruit trees already accompany kilometres of farm roads... „

Summary

► **Municipalities can be a very good partner or mediator when dealing with other entities.**

3.4. NGOs managing land

3.4.1. Non-governmental organisations (NGOs) active in nature conservancy

Their main mission is the protection of nature and landscape, so it is not necessary to work on interest alignment. As they often act as **contractors for measures** or manage land as tenants, long-term agreements and cooperation in general, as well as **stability of funding**, are key for them. They often feel they are overwhelmed by administration and worries about funding at the expense of field work.

NGOs can be important local partners who can help influence other owners or municipalities. They are also important in **getting local people involved**, often through outreach events or by offering seasonal temporary work. They often see scope for closer cooperation with NPAs in research or educational events.

NGOs also intentionally get easement rights to land and buildings in protected areas. In this context, a good understanding of the conservation objectives in the given site should be sought, as **disagreements are usually only related to insufficient communication and providing little information to each other**.

Sometimes there is a misunderstanding of the role and responsibility of nature protection authorities by some NGOs. It is particularly unfortunate when a conflict, often seeming, is publicised and diverted from a factual debate. It is then necessary to patiently explain the reasons and possible limitations on the part of the nature protection authorities so that it is clear that the goal is common, even though the pace of achieving the result may seem slow to the conservation organisation.

3.4.2. Other associations, such as hunters, fishermen, firefighters, etc.

They usually do not fall into the above category. Their role in the management of protected sites is often important, too, especially at the local level - organisations bring together the more active part of the population, especially in rural areas, often with deep knowledge of the area and a strong influence on local public opinion, and at the same time, they care for the areas they are entrusted with. In the event of overlapping areas of interest, and especially in the case of more drastic management measures, it is necessary to negotiate mutual boundaries with the association's leadership and to explain the purpose of the measures in advance.

Summary

► **Various local associations and organisations can play an important role in getting local people involved.**

3.5. Different owners and users - different arguments

Different types of owners and users not only require different ways of contacting and meeting, but also different types of arguments are relevant to them. Each communication partner and each meeting is specific in its own way. Thinking about appropriate arguments and their use when dealing with specific partners should be an important part of the preparation phase and should be based on prior knowledge of the partner with regard to the category to which they belong. In this preparation, it may be helpful to divide the arguments into different groups, for example as offered by research results from different European LIFE projects (see the box below).

Findings from research into argumentation in LIFE projects

Research by Mueller and Maes (2015) summarised findings from different LIFE projects across Europe and focused on what kind of argumentation is effective in communicating with different types of land owners and users and other important entities working in protected areas to ensure their management.

The authors divide the arguments used into several categories (see the table). The division into categories provides useful rough guidelines that allow us to appreciate the breadth of arguments that can be used in negotiations on the management of protected areas, but a list of specific arguments can never be exhaustive. It always depends on the specific context and other factors, such as the level of trust between the parties involved in the communication.

Argument type		Arguments for the management of protected areas
Instrumental, as a means to achieve other, targeted benefits	Economic benefit	Productivity, resources, industrial use of nature,
		Contribution to regional economic growth
		Employment
		Direct payments, subsidies
	Social benefit	Provision of water, materials, etc., and emphasis on their quality (supply ecosystem services)
		Regulation of water runoff, carbon storage, nutrient cycling, etc. (regulation ecosystem services)
		Recreation, physical and mental experiences
		Health, reduction in disease risk
		Reduction of environmental risks and natural disasters
		Reputation, winning customers/staff/voters
Non-instrumental, i.e., benefits that are an objective in themselves	The value of nature itself	Intrinsic value of nature
		Ethical, moral and religious obligations to nature
		Achieving balance of nature
	Human satisfaction	Quality of life based on social conditions, culture, and cultural heritage
		Individual satisfaction
		Sustainable development, preserving values for future generations.

The research has shown that different arguments to support management of protected areas need to be looked for in the cases of different actors. Economic arguments have proven successful for businesses and also for municipalities, which often put emphasis on sustainable tourism. It is a problem if economic arguments are presented vaguely. Where the economic benefit is direct, the argument is also more effective. However, if the requirements for economic profit and those for nature conservation are clearly contradictory, it is better deliberately not to use these arguments.

Arguments referring to **social benefits** encompass the wider benefits that nature and conservation measures provide. These arguments have been shown to be very effective if they are presented comprehensibly and the entities can relate them to their own experience. They are most successful if they are linked to a personal interest of the communication partner (e.g. the importance of water retention in the landscape is key for farmers).

The authors also include **legal measures**, which, of course, have a special position, in the category of arguments referring to social benefits. These arguments are effective because they enforce the measures in fact, but they are associated with strong resistance, especially of commercial entities and in situations when land owners and users perceive legal measures as illogical.

According to the research, **non-instrumental arguments** were generally less used, proving particularly useful for non-commercial entities, especially those with ties to the given territory. These include emphasising the intrinsic values of nature and the personal satisfaction that comes directly from nature. According to the authors, this differs from improvements in quality of life resulting from the social benefits of landscape management—for example, improved opportunities for outdoor recreation enhancing quality of life. (For **specific arguments for different actors**, see also chapter 3.4).

The **ecosystem services assessment**, the elaboration of which partly overlaps with the distribution of arguments presented in the table above, can also be a guideline for argumentation (Hönlíková, 2012; Vačkář, 2010). A well-elaborated analysis of the nature's contributions to people, which its authors comment comprehensibly, is an important prerequisite for argumentation. Such analyses are not yet carried out in the Czech Republic to a sufficient extent and quality - they are not available for all territories, territorial details or situations. They also often do not directly show how to use their results for arguments presented to the wider public.

Ecosystem services assessment is not a simple task that could be fulfilled by the NPA staff alone. It requires research expertise and supporting data. Thanks to the One Nature project, scientists and practitioners are collaborating to develop the Ecosystem Services Assessment Methodology and a web-based tool for calculating the benefits of ecosystems to humans. The initial values from this tool will serve as supporting arguments for better planning of management in protected areas, for decision-making and administrative agendas in nature conservation, and for discussions with land-owners and users themselves.

Summary

- ▶ **Based on the type of owner and knowledge of their interests, it is necessary to choose the arguments we will use.**
- ▶ **It is not effective to overwhelm your partner with too many arguments.**

Summary of chapter 3

Type of owner	Specifics	Appropriate way of meeting	Possible arguments
Non-farming, locally living owners with place attachment	Personal relationship to the place Knowledge of the site's history Social ties at the locality	Events aimed at the public Acting through „partners“ in the territory More frequent personal contact	Return to the traditional landscape Landscape aesthetics Common objective (e.g., preventing the spread of invasive species) Financial contribution
„Enlightened“ local farmers and family farms	Personal relationship to the place Knowledge of the site's history Immediate knowledge of the terrain Administrative overload Seasonal nature of work More traditional way of farming	They prefer a well-set-up way of cooperation when there is not much need to negotiate Negotiations on the site More time to meet during the dormant season	Relationship with nature, uniqueness of phenomena Drought Eco-tourism The “advertising” effect of the measure
Local agricultural companies	Personal relationship to the place Do the measures ideally where intensive farming is not profitable Administrative overload Fluctuation of persons in charge Seasonal nature of work	They prefer a well-set-up way of cooperation when there is not much need to negotiate Acting through „partners“ in the territory More time to meet during the dormant season	Economic sustainability Benefits of measures for farming (soil quality, moisture) The “advertising” effect of the measure
State-owned enterprises	Expert staff Internal hierarchy	They appreciate continuous and mutual providing of information Seminars on the current agenda	100 % subsidy Assistance with negotiations with owners

Type of owner	Specifics	Appropriate way of meeting	Possible arguments
Non-state owners with no personal ties to location	Competent and proficient staff Internal hierarchy Do the measures ideally where intensive farming is not profitable	They appreciate continuous and mutual providing of information They prefer a well-set-up way of cooperation when there is not much need to negotiate Seminars on the current agenda	Economic benefits of the proposed measures Protection of property Possible purchase of land
Municipalities	Knowledge of the wider context in the locality Natural partners of NPAs Relationship to the site Changes of representatives after the elections	Organising joint events of municipalities and NPAs (festivals, events in schools)	Long-term sustainability „Advertising“ effect of measures (eco-tourism) Other benefits of the measure (flood protection, improved quality of life)
NGOs managing the land	They can get local people involved (seasonal jobs, information campaigns)	Interest in expertise and educational seminars	Interest in nature conservation itself Stability of financial instruments Cooperation, e.g., in environmental education
Nobility, churches, non-state owners with personal ties	Long history Long-term perspective Ties to the place Responsibility Hierarchy	Face-to-face contact (or through a representative)	Long-term sustainability Aesthetics Reputation as a good manager

4. LEGISLATIVE CONTEXT FOR WORKING WITH OWNERS AND USERS

The need for communication between the NPA staff and owners, tenants, or other persons with a similar relationship to the land (hereinafter referred to as „users“) is determined by legislative regulations, the fulfilment of which is a frequent reason for communication. This chapter summarises the legislative context for working with owners and users in the field of nature and landscape conservation, including formal procedures in general terms, and provides examples of how the NCA incorporates these requirements into its practice. We focus in particular on negotiating the protected area management with owners and users as strengthening cooperation with them is a long-term goal of most NPAs, including NCA.

4.1. Regulation of nature conservation with the participation of land owners and users in Act No. 114/1992 Coll.

The involvement of land owners and users in nature and landscape conservation is one of the basic principles of the Act No. 114/1992 Coll., Act of the Czech National Council on Nature and Landscape Protection (part of the Czech National legislation, hereinafter referred to as the Act), which is enshrined in the introductory provision of Section 1 of the Act. With the participation of land owners and users, as well as regional authorities and municipalities, nature conservation should aim at maintaining and restoring the natural balance in the landscape, protecting the diversity of life forms, natural values and beauties, and at sustainable management of natural resources.

Cooperation with land owners and users in general and specific nature conservation is presumed, e.g., in the establishment and protection of territorial systems of ecological stability (Section 4), in the implementation of measures to control non-native species or hybrids within land management (Section 5 par. 8 and 9) or cooperation following the implementation of measures to remove, isolate or control a (widespread) invasive non-native species on the Union list, or the related implementation of measures to restore affected ecosystems influenced by such invasive species (Section 13 par. 4–6), in management of trees (Section 7) and in providing the protection of a valuable conservation area, a site/tree of Community importance contractually (Section 39). However, areas that are already within a designated specially protected area cannot be protected by contract under Section 39 of the Act.

Owners are also involved in negotiations of the plans to designate specially protected areas (Section 40). Owners and users of land improve the condition of the preserved natural and landscape environment to the best of their ability (Section 68).

At the same time, the Act takes into account the financial compensation for the hindrance to agricultural or forestry management, which is due to owners or tenants of land⁴ in the event of restrictions on management because of nature and landscape protection, Section 58 of the Act. It also provides for financial compensation for abstaining from their activities or, on the contrary, for implementing measures to improve the state of the natural environment (Section 69), as well as compensation for possible damage for tolerating the implementation of management measures in favour of nature (Section 68).

⁴ According to Section 58(2) of the Act on Nature and Landscape Protection, a claim for financial compensation for the hindrance to agricultural or forestry management may be made by the land owner or tenant who is legally using the land. An entity that has the right to manage state property has an analogous status to the owner.

4.2. Management planning for specially protected areas

In specially protected areas, such as nature monuments and national nature monuments, nature reserves and national nature reserves, protected landscape areas and national parks, **land management and farming** should be carried out in accordance with the management plan or management principles **so as not to damage the target features in these areas**.

Land owners are usually contacted during the preparation of the intention to designate a specially protected area, and the intention is preliminarily consulted with them. The nature protection authority then ensures that the intention to designate a specially protected area is drawn up. The nature protection authority sends a written notification to the owners of land affected by the intention to designate a small-scale specially protected area (see box later), who are registered in the land cadastre, informing them of the submission of the intention for discussion, together with information on where the full text can be viewed, who is entitled to raise objections to it, and when the deadline for submitting objections expires. In the case of an intention to designate a national park or protected landscape area, the notification of the submission of the intention for discussion shall be delivered to the owners in the form of an official public notice. The notification shall also be published on the public administration portal. The intention to declare a specially protected area shall also be sent to the municipalities and regional authorities whose territory is affected.

The settlement of objections to the intention is provided for in Section 40 of the Act and takes the form of a decision in an administrative procedure. However, it is preceded by negotiations with the owners on their comments and **a joint search for a solution that would be most advantageous for both parties**. At the same time as the announcement of the intention to designate a small-scale protected landscape area, a notice is also issued on the possibility of familiarizing oneself with the draft management plan prepared by the NCA in cooperation with external experts for this area⁵, whereby owners (as well as the municipalities and regions concerned) may submit comments on the draft management plan. The competent nature protection authority will draw up a protocol on the settlement of these comments in accordance with Section 38 of the Act, which will also approve the management plan. Management plans are binding for nature protection authorities and are generally valid for 10 years, but the Nature and Landscape Protection Act provides for a possible validity of up to 15 years⁶.

At present, the designation of new specially protected areas and their management plans is rare. On the contrary, there are regular renewals of management plans that are about to expire. Before their expiry, new management plans are drawn up so that they are approved while the original ones are still valid⁷. The management plans under preparation are **pre-negotiated with the major owners**, especially those whose land is proposed for a management change. Others have the opportunity to get acquainted with the proposal through the public administration portal or municipality's official notice board, where a notice of the proposal's preparation with contact details must be published. Owners or users may submit comments on the draft management plan. Those who have submitted

⁵ For newly designated protected landscape areas, the nature protection authority shall ensure that a draft management plan is drawn up so that a notice of the opportunity to familiarize oneself with the draft management plan for the protected landscape area is submitted for discussion no later than one year after the designation of the protected landscape area (see Section 7(2) of Decree No. 45/2018 Coll., on management plans, management principles, and documentation for the designation, registration, and marking of protected areas).

⁶ See also the methodological guidelines of the Ministry of the Environment on the designation of nature reserves and natural monuments (Ministry of the Environment 2011) and on the preparation and processing of management plans for small-scale specially protected areas (Ministry of the Environment 2021).

⁷ The nature protection authority responsible for ensuring the draw-up of the management plan shall commence the preparation of the draft management plan at least one year, and in the case of protected landscape areas at least two years, before the expiry of the current management plan, so that the announcement of the opportunity to familiarize oneself with the draft management plan is issued at least six months, and in the case of protected landscape areas at least one year, before the expiry of the current management plan, see Section 7(1) of Decree No. 45/2018 Coll., on management plans, management principles, and documentation for the designation, registration, and marking of protected areas.

comments are subsequently informed by the NPA that the management plan has been approved and where they can see the final version.

In contrast, the procedure for negotiating the Sets of Conservation Measures for Natura 2000 sites is not regulated by any legislation. **The NCA negotiates the Sets of Conservation Measures with the entities concerned in the area and beyond the requirements of the Nature and Landscape Protection Act** and the negotiation procedure is not regulated by the Act No. 500/2004 Coll., the Administrative Code (hereinafter referred to as the Administrative Code). Nevertheless, it is important to carry out the negotiation in order to avoid potential conflicts and to improve the management of target features in Natura 2000 sites. The negotiations aim at finding solutions that are less problematic from the owner's point of view while ensuring the fulfilment of the conservation objective (or achievement of the target status) of the Special Area of Conservation (hereinafter SAC).

4.3. Involvement of land owners and users in management of protected areas

The **management** of the land is carried out with the **participation of the owners and tenants**⁸, who are, according to Section 68 of the Nature and Landscape Protection Act, obliged to improve the state of the preserved natural and landscape environment on their land. An entity that has the right to manage state property has a similar status to that of an owner. The term „tenant” should be understood in a broader sense to include other authorized users of the land, typically leaseholders or borrowers, or persons authorized under another type of contract.

If the owner or other authorized user does not fulfil the obligations under Section 68 (1) of the Act on their own, the NPA may use the tools provided to them by the Act (Section 68). The provisions of Section 68 of the Act have a hierarchical structure and the following sequence of tools must therefore be followed (Ministry of Environment, 2014). Land owners and other authorised users shall ensure the obligation:

1. on their own initiative within the meaning of Section 68 (1) of the Act;
2. after pre-negotiation with the NPA on the basis of a concluded agreement within the meaning of Section 68 (2) of the Act;
3. on the basis of an official call by the NPA pursuant to Section 68 (3) of the Act;
4. if the owner or authorised user does not act on the basis of such a call, the NPA itself or through third parties may take measures within the meaning of Sections 68 (3) and (4) of the Act. The owner or user is then obliged to tolerate such measures.

BOX on protected areas in the Czech republic:

Conservation of protected areas is included in Act No. 114/1992 Coll., on the Nature and Landscape Protection, and in Decree No. 45/2018 on the Management Plans and Designation of Protected Areas, and in Decree No. 395/1992. Protected areas are divided into two types: large-scale protected areas and small-scale protected areas.

⁸ Section 68 of the Nature Conservation Act only uses the terms owner and tenant (the terminology has not been amended following the recodification of private law and the creation of Civil Code No. 89/2014 Coll.). However, according to commentary literature and practice, the term „tenant” also refers to other groups of economic entities (leaseholders or other persons with a similar relationship to the land). Therefore, the text also uses the collective term „user.”

Large-scale specially protected areas are divided into following categories:

- National Park (NP)
- Protected Landscape Area (PLA)

Small-scale specially protected areas are divided into these categories:

- National Nature Reserve (NNR)
- National Nature Monument (NNM)
- Nature Reserve (NR)
- Nature Monument (NM)



Map of the large-scale specially protected areas in the Czech Republic

National Parks (NPs) are large areas that are unique at either a national or international level. Most of them consist of natural ecosystems or ecosystems little influenced by man, whose fauna, flora, and abiotic nature are of exceptional scientific and educational significance. National Park Authorities are not part of the NCA. There are four NPs in the Czech Republic with their own independent authorities (Krkonošský NP, Šumava NP, České Švýcarsko NP, Podyjí NP).

Protected Landscape Areas (PLAs) are large areas of landscape formed in a balanced way, with characteristic relief, a significant portion of natural forest, and permanent graminaceous vegetation ecosystems, a large portion consisting of woody species and in some cases conserved historical settlement monuments. The NCA executes state administration in nature conservation in 25 PLAs. The exception are two additional PLAs – Šumava PLA, which is governed by the administration of the National Park of the same name, and Labské pískovce PLA, governed by the České Švýcarsko NP. Protected Landscape Areas represent IUCN category V in the Czech Republic. They are designated by the government of the Czech Republic and each governmental order sets out the mission and specific conservation measures of each PLA.

Each of a large-scale specially protected area is divided into four Zones. Zone I is the most strictly protected part of a large-scale protected area (NP or PLA).

National Nature Reserves (NNRs) are defined as small-scale areas of exceptional value, unique ecosystems of national or international significance in combination with natural relief and typical geological features. The NCA executes state administration in nature conservation in 104 NNRs.

National Nature Monuments (NNMs) and Nature Monuments (NMs) are defined as small-scale natural features. In particular they are landforms or geological features, mineral resource localities, or areas where rare or vulnerable species occur in the remnants of ecosystems. Where there is an ecological, scientific, or aesthetic significance either a national or international level, the area (even a manmade area) is designated a NNM. The NCA executes state administration in nature conservation in 121 NNMs.

Nature Reserves (NRs) are small-scale areas where natural rarities are concentrated and a typical and significant ecosystem of the geographical area is present.



Fig. 8: Mowing of waterlogged meadows with Siberian iris. Photo: Bohumil Fišer

4.3.1. Agreements on the implementation of management

According to Section 68 (2) of the Act, NPAs may therefore conclude **written agreements with land owners and users on the implementation of management or on the farming methods on the land**. In the agreement, the owners (or users) undertake to refrain from certain activities or, on the contrary, to carry out certain works - measures in the interest of the natural environment. If the terms of the agreement are met, the owners/users are entitled to a financial contribution pursuant to section 69 (2) (for more details, see chapter 4.4 Financial contribution for care).

The agreement on the implementation of management may also substitute permits, consents and exemptions under the Nature and Landscape Protection Act (listed in Section 90 (21) of the Act). However, where the interest of nature and landscape protection requires it, the nature protection authority must also set out in the agreement the conditions for ensuring the protection of individual natural values, similarly to the regular administrative procedure in which the NPA decides about these exemptions, consents or permits.

In addition to the main provisions of Sections 68 and 69, the Act contains further cases of agreements on the implementation of management. Part Four of the Act, dealing with the Natura 2000 network, regulates **public law contracts on the management of SPAs** (Section 45e (4)). This contract may also include an agreement on the implementation of activities which, according to the relevant provisions of the government Decree designating the SPA, are subject to the prior consent by the NPA; in such a case, the contract substitutes this consent.

Another case of concluding agreements on the implementation of management with landowners or users is specified in Section 49 (4) of the Act. (**agreement on the farming method on land with critically or severely endangered plant species**) and in Section 56 (5) (**agreement concluded in order to protect wild animals, wild plants and natural habitats**), as well as for the purposes of research and education, repopulation of an area with populations of a species or reintroduction in the original

range of a species and the breeding and cultivation necessary for these purposes, including artificial propagation of plants). The conclusion of both agreements shall be subject to the condition that there is no other satisfactory solution and that the conditions laid down in Sections 56 (1) or (2) are met and that the proposed farming method will not affect the achievement or maintenance of the favourable status of the species in the case of plant or animal species protected under EU law. These facts must be explicitly stated in the agreement. The agreement thus concluded shall then substitute the exemption under Section 56. From the wording of Sections 49 (4) and 56 (5), it may seem that the conditions for concluding a farming method agreement are rather complex, but the nature protection authority (a regional authority or regional NCA branch) answers the same questions as in the case of granting an exemption.

All of the above agreements on the implementation of management **are public law contracts** within the meaning of Part Five of the Administrative Code. These are contracts between a nature protection authority (as a public administration body) and a legal or natural person (usually a private law entity) who undertakes to perform or refrain from performing certain activities for the benefit of nature conservancy. The following rules apply to their conclusion in the field of nature and landscape protection (Havelková, 2010):

- A public law contract cannot set less stringent conditions than those stipulated by the Act.
- At the same time, the contractual freedom implies that, in the contract between the owner (user) and the NPA, it is possible to establish obligations that go beyond the scope of obligations arising directly from the Act.
- A contract can only be concluded if it is purposeful to do so. It appears to be purposeful to conclude a contract if it is implementable. Therefore, it would not be purposeful to conclude a contract regulating, e.g., the farming method only with some of the co-owners of the land in the case of shared ownership, etc.

Practice of concluding agreements according to Section 68 of the Act at the NCA

The NCA uses agreements according to Section 68 of the Act concerning the implementation of management or farming methods as the most frequent tool for cooperation with owners/users.

An NCA regional branch worker contacts the land owner/user, explains the situation regarding the site of interest, the protected phenomena and the measures needed to support them.

If the owner expresses interest in implementing the measures voluntarily, without financial contribution, an agreement is made with them to carry out the work, indicating the specific measures to be implemented, so that the relationship is formalised, and the owner is assured that they will not violate anything in the management.

If the owner is hesitant, the NCA worker will propose to the owner/user to enter into an agreement with a financial contribution for the work carried out. **The financial contribution is sufficient motivation for many owners/users to implement the measures.**

To determine the amount of the contribution, the Costs of Usual Measures, specified by the Ministry of Environment and published on its website or on dotace.aopk.gov.cz, are used as a support because they enable to set the contribution appropriately in all regions. The prices set out in the Ministry's Costs of Usual Measures are a clue if the "price" of the measure is not known; they include the necessary activities required to implement common management measures, including induced investments. The amounts for some items may be increased by supplementary charges, e.g., in the case of difficult natural conditions on the site. If the NCA is aware that a particular measure at a given site can be contracted cheaper than as stated in the Costs of Usual Measures, then only this reduced amount can be offered to the owner/user. If the owner/user rejects the agreement to undertake the measure at the offered price, a contract can be concluded to carry out the work. If the contractor offers to carry out the measure at a higher price for the work than the price originally offered to the owner and subsequently to the contractor, it is necessary to go back to the owner/user and offer this higher price and only contract the work elsewhere if the owner/user again refuses to carry out the measure at this higher price.

The method of carrying out the measures will normally be in accordance with the relevant Nature and Landscape Management Standards (issued by the NCA) which are set out in the agreement. If the situation requires a different technical solution, the reason for such a solution should be explained. The agreement also usually includes information which protected area or target feature the measures concern.

Before the agreement is signed, a preliminary financial check is made to confirm that the NCA has the financial means to cover the agreement. Subsequently, the agreement is signed by both parties and becomes valid. The agreement shall take effect either upon its entry into force or on a later date specified by agreement between the contracting parties or in accordance with the law. A contract subject to the statutory obligation of publication through the Register of Contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of such contracts, and on the Register of Contracts (hereinafter referred to as the Act on the Register of Contracts), shall take effect no earlier than on the date of publication.

A contract is not subject to mandatory publication in the Register of Contracts if the value of its subject matter is CZK 50,000 (€ 2060) excluding value added tax or less. Agreements exceeding CZK 50,000 are therefore subject to publication in the Register of Contracts and become effective only after their publication. Contracts concluded with a natural person acting outside the scope of their business activities are not subject to the obligation to publish in the Register of Contracts, provided that these contracts do not concern the transfer of ownership of real estate, as well as contracts concluded with a municipality that does not exercise extended powers (or with a contributory organization established by such a municipality or with a legal entity in which such a municipality itself or other such municipalities have a majority stake), and furthermore, contracts concluded with a public university within the scope of its supplementary activities, with a public research institution within the scope of other activities in the field of research, development, and innovation, or with a public cultural institution within the scope of secondary activities.

If a contract subject to the obligation of publication through the Register of Contracts has not been published through the Register within three months of the date on which it was concluded, it shall be deemed to have been cancelled from the very beginning!

During the execution of the works, the NCA regional staff is in contact with the owner/user. Upon completion of the works, the works are inspected and accepted. On the basis of this inspection, a protocol on accepting the implemented measures is signed, stating whether the work has been carried out in accordance with the agreement and the full management contribution can thus be paid. If the work has been done only partially, the contribution shall be reduced accordingly.

The procedure for negotiating agreements is shown in the diagram in chapter 8.

4.3.2. Multi-annual agreement

An agreement pursuant to Section 68 of the Act can also be concluded as a multi-annual agreement. The advantage of concluding a multi-annual agreement lies in the reduction of the administrative burden of the NPA staff and land owners and users and in the **confirmation of the mutual will to continue the agreed commitment in future years**. Multi-year agreements are usually concluded for annually recurring management or if management can be predicted for several years in advance. The possibility of concluding multi-year agreements is a welcome facilitation of the work of NPA staff, especially when cooperating with established partners. If the conditions for the implementation of the measures specified in the agreement change from year to year, the change must be renegotiated with the owner or user and an amendment to the agreement, or a new agreement must be concluded. The most common reasons for concluding amendments are changes in the schedule or scope of the work to be done based on changes in natural conditions due to weather conditions of the year in question.

Practice at the NCA

The NCA has developed a template multi-annual agreement for recurring management measures. Multi-annual agreements can also be concluded for changing management, provided that the list/schedule of management measures is clearly specified. The NCA has the possibility to inform the owner/user in a particular year, by the date specified in the agreement, that it does not have the financial means to implement the improvement measures, and it is then up to the owner/user's decision whether or not to implement the measure at his own expense. Either party may terminate the agreement at any time without giving any reason and without penalty; the notice period is one month (with the period commencing on the first day of the month following the month in which the notice was delivered to the other party to the agreement). This is why ongoing communication and a relationship of trust are important.

In the case of multi-annual agreements with owners, NCA workers contact them each year before the work is due and inform them whether there are funds available for that year. An official take-over/accepting of the implemented measures and site inspection are carried out annually.

4.3.3. Comprehensive agreement on farming

For the cooperation between nature conservation authorities and owners or users, it is ideal **to define the farming method on the given land in a public law contract several years in advance and as thoroughly as possible**. In the NCA, the name „comprehensive agreement” has been introduced for this type of public law contract.

By concluding a comprehensive agreement, the owner or user gets (Pešout & Šmídová, 2012):

- a detailed description of the farming method, including restrictions (especially guidance on compliance with the basic conservation conditions of the specially protected area or specially protected species),
- certainty that they are managing their land in accordance with nature and landscape protection regulations, because by concluding the agreement, the NCA assumes the obligation to inform the owner or user of any new facts that could lead to the need to adjust the management method,
- specification of the claim for financial compensation pursuant to Section 58 of the Act, information on how to make this claim and its simplification
- in the event of an agreement to implement measures to maintain or improve the condition of the area, a financial contribution.

For the land owner or user, a comprehensive agreement means financial security for several years in the event of farming restrictions and harm; in the case of a management financial contribution, the security of providing the financial means is limited by the annual validity of the state budget as a source of funding.

Practice at the NCA

As an NPA, we declare through the comprehensive agreement a partnership approach to the owner/user and a willingness to keep each other informed about changes in the territory.

The NCA has prepared a contract template, however, the preparation of a comprehensive agreement is time demanding. The conclusion of an agreement is often preceded by complex negotiations, in some cases involving multiple parties (for example, representatives of the economic entity and the parent holding company that owns the land). The aim is to prepare a balanced agreement that reflects the interests of the land owner/user and the interests of conservation.

The comprehensive agreement has clearly separated parts according to the method of financing the resulting measures:

1. Voluntary commitment of the owner/user - sets out the farming principles and management measures to be implemented voluntarily, funded from the owner's own resources or those obtained through a subsidy application. At the same time, it provides the owner/user with certainty that they are managing their property in accordance with legal regulations.

2. Specification of the claim for compensation for damage – quantification of damage caused by the impediment of agricultural or forestry management, or determination of the procedure for such quantification. Description of the simplification of the damage claim process.

3. Implementation of the improvement measures - includes precisely defined areas with a list and schedule of measures and specifies the amount of financial contribution to be paid if these are implemented on the basis of a protocol on accepting.

The first comprehensive farming method agreement concluded by the NCA was the 2013 agreement with Kinský dal Borgo, Inc. (Pešout, Kinský dal Borgo & Lacina, 2013).

Agreements on land management arise from mutual communication between the owner (user) of the land and the nature protection authority. Their negotiation and subsequent conclusion fulfil the long-term commitment expressed in a number of strategic documents on nature and landscape conservation to implement nature and landscape conservation with the participation

of owners and users. Nature conservation is becoming more transparent, understandable, and predictable for partners. It is therefore necessary to further develop the institution of comprehensive and long-term agreements on management methods in protected areas. (Pešout, 2021)

4.3.4. An invitation to do management measures in a protected area

If the owners or users do not improve the state of the preserved natural and landscape environment (the reason may be ignorance of natural values on their land, indifference to these values, or ignorance of the Nature and Landscape Protection Act), and at the same time fail to conclude a public law agreement to improve the natural environment (according to Section 68 of the Act, see above), the NPA shall formally invite them to do so within the meaning of Section 68 (3) of the Act.

The **invitation** by the NPA to owners / users to carry out a specific measure to improve the natural and landscape environment pursuant to Section 68 of the Act **is then an individual administrative act - i.e., a decision in the material sense**, and it must also fulfil the requirements (in both the form and content) for a decision under the Administrative Code.

The decision under the Administrative Code contains a section which:

- pertains to the statement (it specifies the required measure and deadline for its implementation),
- gives a reasoning (contains information and grounds from which the NPA proceeds); and
- gives an instruction to the addressee on the possibility to appeal against the decision.

In the case of the above-mentioned invitation, the appeal shall not have suspensive effect. The decision should contain information that if the owner or user does not carry out the management measures themselves, they are obliged to allow the NPA or a third party to carry it out and to allow the persons who carry it out access to the land.

Practice at the NCA

The NCA has developed a template for the invitation. Due to its formality, it is often difficult for owners and users to understand, so it is recommended to attach a cover letter (see box for an example) which clearly explains the purpose of the invitation, the options for responding to it and the contact person at the relevant NCA office.

An NCA worker: „Lawyers have prepared a three-page invitation, however, it is not understandable to common entities. It has happened to me that even the forest administrators and people from the land trust called to ask what we want them to do... Now imagine writing to an 80-year-old owner saying they are obliged to... So, we still include a covering letter to try and explain what is going on and contact details of a specific person to call and ask for explanation.”

Cover letter template

Dear Mr. Novák,

we are contacting you regarding the implementation of nature conservation measures in a wet meadow with protected orchid species (specifically broad-leaved marsh orchid and marsh hel-leborine) and butterflies (dusky large blue and scarce large blue) on land in your ownership. The parcel number of the land is shown on the attached Invitation.

In order to preserve these rare meadow communities, a hand mosaic mowing is scheduled to take place at this site in July. These measures are in accordance with the management plan for the Beautiful Meadow National Nature Monument in which your property is located.

For more information, please contact our colleague Aleš Mily at 123 456 789 or 111 111 111 or by e-mail at: ales.mily@aopk.gov.cz If you are interested in carrying out the measures yourself, please do not hesitate to get in touch for more information about the possibility of concluding an agreement to carry out the measures with the possibility of receiving a financial contribution for the work.

If you are not interested in carrying out the measures yourself and you agree that we will ensure the relevant management financially and organisationally from the position of the nature protection authority, please send us the attached form signed by you preferably by 25 May in a way that suits you, either:

1. scanned or photocopied by email to: ales.mily@aopk.gov.cz, or
2. by post to: NCA, protected landscape area administration..., Street 11, 123 45 Town.

In case of any uncertainties and questions, please do not hesitate to use the above contacts.

Thank you in advance for your cooperation.

The invitation is delivered to the owner or user well in advance of the actual implementation of the measure. Within 15 days of the delivery of the invitation, the owner/user has the opportunity to express whether or not they will implement the measure themselves or whether they agree or disagree with the implementation of the measure (by a third party, i.e., a contractor under a work contract) and may lodge formal objections to the invitation within the same period. The consent may be given by the owner/user with a validity of several years. A template of the owner's response is included in the invitation itself.

4.3.5. The owner's obligation to tolerate interference and compensation for harm

If the land owner or user does not agree with the NPA's invitation to carry out management measures necessary to protect specially protected parts of nature, or does not respond at all, the NPA is entitled to carry out the management measures itself or through a third party, i.e., a contractor. In such a case, the owner or user is obliged, pursuant to Section 68 (4) of the Nature and Landscape Protection Act, to tolerate the implementation of the management measures and to allow the persons carrying out the measures access to the land. The person concerned is informed in advance of the extent and time of the implementation of the measures.

The NPA that ordered the implementation of the measures is responsible for any damage caused to the owners or users of the land in connection with the implementation. The owner or user of the land is entitled to compensation for the damage incurred for tolerating implementation of measures in favour of nature pursuant to Section 68 of the Act, which constitute a real interference with the ownership right to the land (e.g., removal of grass turfs, veteranisation of trees, etc.).

Practice at the NCA

In order to maintain good relations with land owners and users, the NCA does not use the possibility of implementing measures against their will unless it is absolutely necessary for the conservation of the target feature concerned. Later on, owners often begin to cooperate with the NCA on their own, e.g., on the basis of an example of successful cooperation around them. Other times, the land owner changes over the years and arrangements can be made with the new owner.

Implementing the measure against the will of the land owner or user is disadvantageous for several reasons:

- such a procedure usually results in worsened relationships with the owner concerned,
- it can lead to negative feelings towards nature conservation in general and even prevent further cooperation with land owners and users in the area concerned,

If it is necessary to implement the measure despite the owner's or user's disagreement, the NCA's legal department will be consulted.

4.3.6. Compensation for harm

According to Section 58 (3) of the Nature and Landscape Protection Act, the **NCA provides compensation** on the whole of the Czech Republic's territory (except territories of national parks and military district administrations) to owners/users of agricultural land, forest land or ponds with fish or waterfowl breeding **for the harm that they have been demonstrably affected as a result of restrictions due to nature and landscape protection**. The restriction causing the harm must result from the law or from measures for the protection of specially protected areas, Natura 2000 network and memorable trees or specially protected species of plants, animals and minerals; or from a restriction resulting from measures in the plans for landscape ecological stability systems pursuant to Section 4 (1) of the Act.

The NPA staff shall inform owners and users about the possibility of submitting an application for compensation for harm at the negotiations on management measures implementation. According to Section 58 (2) of the Act, a claim for financial compensation for the impairment of agricultural or forestry management may be made by the owner of the land or the tenant or leaseholder who is entitled to use the land. An entity that has the right to manage state property has a similar status to the owner. Financial compensation cannot be provided simultaneously to both the owner and the tenant/leaseholder of the same land. If both parties submit their claims in a timely manner, financial compensation will be provided only to the owner (Section 58 (3) of the Act).

Compensation for damage is also payable to the owner or user for the implementation of more costly measures if these result from a legal restriction or a restriction issued by a nature protection authority. For example, more costly mowing of grasslands, more costly grazing, forest weed removal around plantings, etc. can be addressed both by a financial contribution (see chapter 4.4 below) and by compensation for damage pursuant to Section 58 (3) of the Act.

4.4. Financial contribution for management

If an agreement on the provision of management is concluded pursuant to Section 68 (2) of the Nature and Landscape Protection Act and the owners/users refrain from certain activities or carry out agreed work in the interest of improving the natural environment on the basis of this agreement, they are entitled to a financial contribution pursuant to Section 69. This may be provided pursuant to Section 19 of Decree No. 395/1992 Coll.:

- to compensate for damage to land used for agriculture or forestry, proven by accounting records or other means; or
- to cover material, equipment, and personnel expenses related to the performance of the work (implementation of measures) in the interest of nature conservation.

A written agreement on the provision of the contribution describes the specific material and time conditions ensuring the interests of nature conservancy, which the recipient of the contribution is obliged to comply with. The contribution is paid after the agreed conditions have been met. If the conditions are not met, the contribution will not be paid; if the conditions are partially met, the contribution will be reduced accordingly. The contribution may be provided as a one-off payment or as a recurring payment for a certain period of time, usually not exceeding five years. An advance payment may be provided for the contribution.

Nature protection authorities concluding the agreements on management implementation provide contributions from their own budgets. **The NCA provides financial contributions from the state budget**, namely in the territory of the whole Czech Republic, in order to ensure nature and landscape conservation in accordance with the instruments and means specified in Section 2 (2) of the Act.

The financial contribution for management is not a tax revenue. It is a subsidy under a special law (the Nature and Landscape Protection Act) which compensates for the costs of the measures taken. The contribution does not enter into the beneficiary's economy, so the owners and users cannot claim tax credits and deductions for the input costs of carrying out the agreed works (i.e., the cost of the materials used, including the relevant VAT, is an expense for them). Furthermore, the financial contribution is income exempt from income tax, as it is a contribution from the state budget established by a special law.

In terms of the financial aspects of cooperation with owners in protected areas, it should be added for the sake of completeness that land within small-scale specially protected areas and Zone I of protected landscape areas is exempt from property tax (or land tax). In national parks, land in natural and near-natural zones is exempt.



Fig. 9: Preserving natural values of protected areas requires cooperation between nature conservation authorities and owners and other users of land located in these valuable areas. Photo: Kateřina Šichmanová

5. THE FINAL TEN COMMANDMENTS

- 1.** The purpose of cooperation is to achieve the necessary goal by **agreement to the satisfaction of all**, not to advance one's own solution at any cost.
- 2.** **To explain the purpose and suitable method of carrying out management** of protected areas, to clearly communicate what, why and how we want to protect.
- 3.** **To adapt the language to the partner.** Not to use unnecessarily technical language. Where the use of technical language is necessary in formal communication, to add its explanation.
- 4.** **Knowledge of the interests and fundamental barriers of the other party** is necessary to align them with conservation interests.
- 5.** **A personal approach** to the owner/user is the key to successful cooperation. It is a good idea to have a key permanent NPA contact person who negotiates with the owner or user; over time, this makes it easier to build mutual trust.
- 6.** **To communicate openly, continuously and to build trust.** Not to exert pressure, to be patient and give people time.
- 7.** To **treat the owners / users as partners and experts for the territory, with respect and humility.**
- 8.** To prepare well for the meeting, to acquire in advance the **knowledge of the area, history of the regional branch's cooperation with the owner/user** and to define our own **objectives for the meeting.**
- 9.** To **appreciate the good work done in managing rare sites** (even verbal positive feedback is important), to inform about the impact of the measures taken. If monitoring or research is being conducted at the site, inform about the results.
- 10.** To **work towards wider partnership and education.** Disseminating positive experience towards the public and children, e.g., through long-term collaboration with municipalities, can stimulate interest from land owners and users to work together.

6. LIST OF ABBREVIATIONS

EU	European Union
NGO	non-governmental organisation
NCA	nature Conservation Agency of the Czech Republic
NM	national monument
NNM	national nature monument
NNR	national nature reserve
NP	national park
NPA	nature protection authority
PLA	protected landscape area
SAC	special area of conservation
SPA	special protection area (Birds Directive 79/409/EEC)
The Act	Act No. 144/1992 Coll., on Nature and Landscape Protection

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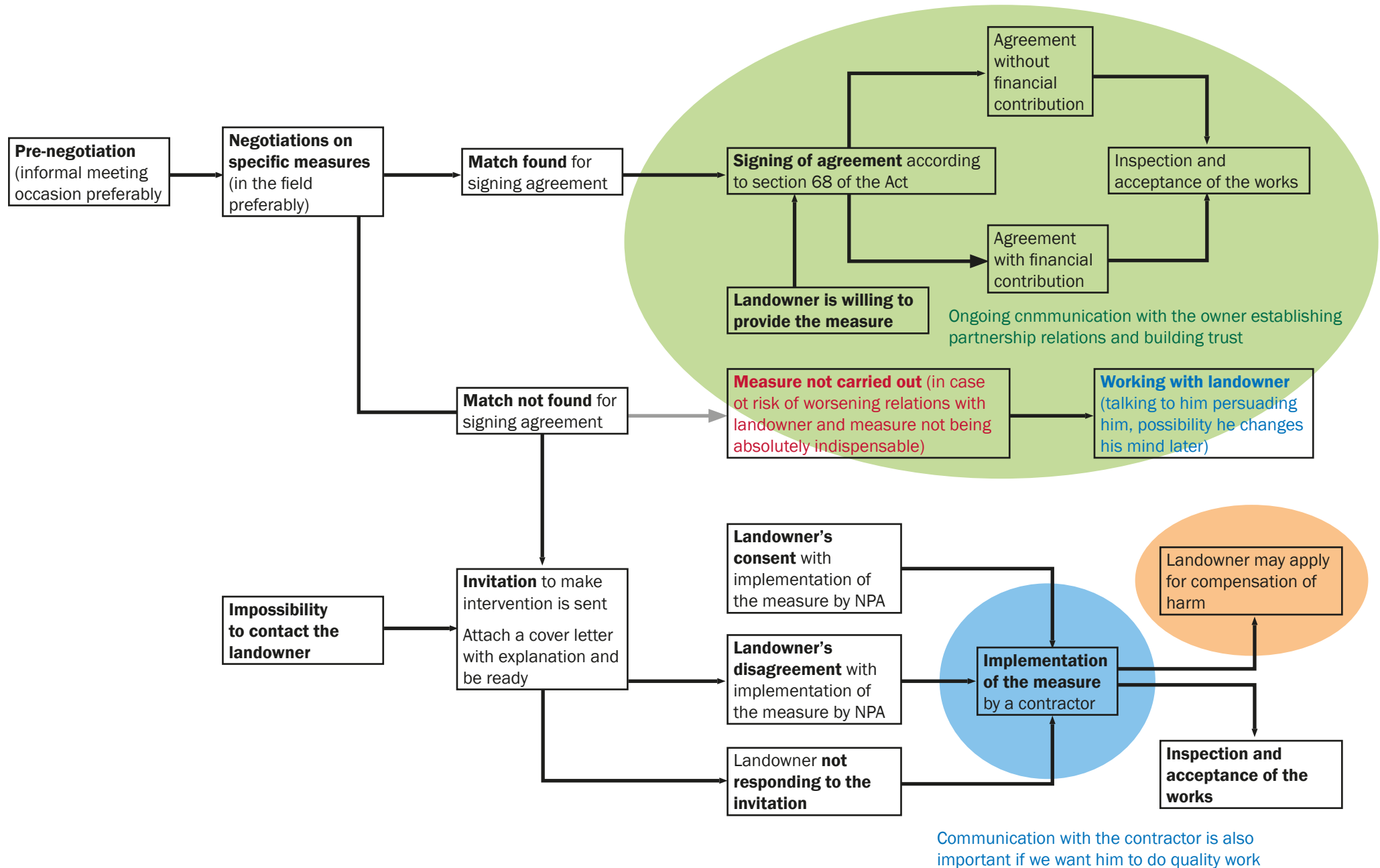
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8. ANNEX

A diagram of the procedure for negotiations with land owners and users on nature conservation measures based on good practice at the NCA



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