



**METHODICAL GUIDELINES FOR COMMUNICATION WITH
LANDOWNERS AND LAND USERS IN PROTECTED AREAS**

BEST COMMUNICATION PRACTICES IN NATURE CONSERVATION

Bronislav Farkač, Eva Sochová, Martina Kobyláková et al.



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

A METHODOLOGY BY THE NATURE CONSERVATION AGENCY OF THE CZECH REPUBLIC

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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 non-governmental organisations caring for nature and landscape). The interviews focused on the existing communication and cooperation between nature protection authorities 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 editors

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 managers,
- 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 approach among all stakeholders.

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.

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. This was a different agenda (e.g., experience with a construction procedure). It is therefore good to keep this in mind as well.

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.

Obviously, gaining competence to negotiate is particularly important for new NPA managers, and it is advisable to think about transferring experience to new colleagues.

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 if information from the nature protection authority is clear, understandable and not contradictory.

It is very useful if one NCA manager, who has an informal role as a kind of contact person or key worker, always communicates with a particular owner and user. This makes communication clear and straightforward from the point of view of the owner and 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.

Municipality representative: "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 subchapter 3.3. on municipalities as natural partners).

¹ These are public contracts within the meaning of Section 68, par. 2 of Act No. 114/1992 Coll.

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 2.11.2 on the different types of communication). It is good practice to capture the results of the meeting in a short minutes or record. The NCA has developed an electronic form for this purpose where the NCA's regional branch workers record the results of the meeting.

Of course, the procedure 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 subchapter 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 and subchapter 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 manager'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 Zálíš

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 either 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 species and habitats of community importance for owners and users of the land on which these phenomena occur. Conversely, some communication partners (usually experts in larger companies) have knowledge of other related fields such as forestry or agronomy. Although NPA managers 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 manager (e.g. heavy machinery).²

NCA manager: "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 side 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 (Vybírál, 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

² The nature and landscape management standards issued by the NCA can serve as a guide. 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://standardy.nature.cz/>.

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 ..."

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 everyone involved (see also the box International inspiration - A Mutual Gains Approach).

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.**

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."

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

As a lecturer and researcher at the Massachusetts Institute of Technology, Lawrence Susskind works on stakeholder involvement in environmental planning. Based on his research and experience, he developed the Mutual Gains Approach. Among other things, he places great emphasis on the preparatory and initial stages of negotiations. This approach can thus be inspiring and useful for 'pre-negotiation', building trust, transferring information, explaining the 'why' and aligning interests, as summarised in the main text.

Emphasizing the preparatory phases can, in the author's view, help to develop the topic more deeply and thus metaphorically "enlarge the pie" (i.e., find more areas of contact with the other party where both sides can achieve benefits) instead of "cutting a small pie" (i.e., merely negotiating mutual concessions), which often happens when the preparatory phases are neglected.

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 side to clarify and rank for itself the most important objectives. It can also be helpful to consider what the best alternative to negotiated agreement (BATNA) would be in such a case.

The second phase, the **reflection of values**, 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. It is important that each party considers the proposed solutions as non-binding options, not as negotiated commitments. Ideally, this sometimes enables new solutions to be found together.

The authors of the approach 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 subsection 3.3 on municipalities as partners).

The third phase, called **value distribution**, 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). It is possible to use objective criteria or, again, a neutral mediator, although this is often difficult in practice. Fairness in negotiation is also important here, and key to maintaining trust in the future.

The **completion** 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	Create value	Distribute Value	Follow Through
Clarify our own mandate to act	Explore interests on both sides	Behave in ways that build trust	Agree on monitoring agreements
Estimate our own BATNA and estimate the communication partner's BATNA	Suspend criticism	Discuss criteria for evaluating fair distribution of benefits (for "dividing" the pie)	Make it easy to live up with commitments
Know your interests	Invent solutions without committing to them	Use neutrals to suggest possible distribution of benefits and concessions	Align organizational incentives and controls
Think about their interests	Generate options that "make the pie larger"	Design nearly self-enforcing agreements	Keep working to improve relationships
Prepare to suggest mutually beneficial options	Use neutrals to improve communication		Agree on how to resolve disagreements in the future (e.g., Agree to use neutrals)

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

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**.

NCA manager: “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 for more detail).

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 managers 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 actually 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).

A story from an NCA manager'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 owner.

NCA manager: "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, 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."

NCA manager: "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 unit."

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 expresses that the actors perceive the negotiation process itself as fair. They feel that the whole process was open, that they had all available information and sufficient opportunity to express their views.

Distributive justice expresses satisfaction with the outcome. From the perspective of all parties involved, all benefits as well as constraints in the final outcome are distributed fairly. That is, e.g., that all comparable entities have been "measured by the same yardstick" and all stakeholders have 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.**
- **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 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.

NCA manager: "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 manager 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.

NCA manager: "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."

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.

NCA manager: "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 (a 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 managers.

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

Forestry company manager: “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.”

NCA manager: “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. Our knowing 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 fine-tuning 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 the relevant subchapter on interest alignment and the box 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 interventions** (If cutting small branches is agreed, what exactly does 'small branches' mean?) or specifying the area on which the measure is being taken.

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 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). At a time when, for example, face-to-face meetings are restricted for anti-epidemic reasons, it is important to look for other ways of communication. Some educational events with larger numbers of participants can be conducted online, e.g., via a webinar or videoconference. It is often useful to complement the online form of the seminar with a part in the site where the topics discussed can be 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 NCA manager'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 manager'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 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.

NCA manager: "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."

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.

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. Interventions 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 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 NCA manager'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 native Zábřež region and my beloved Jeseníky and to move 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. M. 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. M., I didn't have much to offer him at first. Financial resources for maintenance were very limited. Of course, Mr. M. 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. M. 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 were lucky enough because Mr. M. 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. M. 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

A story from an NCA manager'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, but 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 to much 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 plum brandy 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 the gene pool orchard. Thanks to the interest and activity of the locals, the avenues of regional varieties already accompany kilometres of farm roads... "

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 benefits** 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.

NCA manager: *"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 both individuals, such as distant heirs and heiresses or owners investing in land, but also large enterprises with different legal statuses, including agricultural entities and churches.

A common feature is that negotiations are most often mediated, with the true owner acting through an agent or delegated employee. Arguing in favour of active conservation interventions 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 is almost impossible.

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 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 subchapter 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. The presence of a designated officer also means better availability of the negotiating partner who is not so busy with another agenda.

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.

Agricultural company: *'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 account.**
- **Larger businesses and organisations often have dedicated experts for talking to NCA 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 NCAs. 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). 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**.

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 interests 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 NCAs 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 interventions, 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 box below).

Findings from research on argumentation in LIFE projects

Research by Müller 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 relevant actors working in protected areas to ensure their management.

The authors divide the arguments used into several categories (see adapted table of findings). The list of specific arguments can never be exhaustive, as it is impossible to cover all communication contexts. The categorisation provides useful rough guides to realise the breadth of arguments that can be used in protected area management negotiations.

Argument type		Reason for management of protected areas
Instrumental, i.e., as a means to achieve other, targeted benefits	Economic benefit	Productivity, resources, industrial use of nature, market products Contribution to regional economic growth Employment Direct payments, subsidies
	Social benefit	Provisioning ecosystem services - provision of water, materials, etc., and emphasis on their quality; impacts on human well-being Regulating ecosystem services - regulation of water runoff, carbon storage, nutrient cycling, etc. Recreation, physical and mental experiences Health, reduction in disease risk Precaution, risk reduction, resilience of services Reputation, looking good, winning costumers/staff/voters Options for future use
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, healthy systems, natural functions
	Human satisfaction	Social/cultural/heritage/collective well-being and welfare Psychological/spiritual/individual well-being and biophilia 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 and without indicating specific benefits. 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). In this case, these arguments work for both non-commercial entities (local authorities, smallholders, NGOs) and commercial entities.

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. These include emphasising the intrinsic values of nature and the personal satisfaction that comes directly from nature (this should not be entirely confused with the argument that improved quality of life can result from the social benefits of landscape management - for example, that quality of life is enhanced by better opportunities for outdoor recreation). They have been shown to be effective for non-commercial actors who have a relationship to the area (see also subsection 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 (Hönigová, 2012; Vačkář, 2010). A well-elaborated analysis of the nature 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 NCA staff alone. It requires research expertise and supporting data. Thanks to the One Nature Project, a detailed assessment of ecosystem services is underway. Its results will be processed in such a way so that nature protection authorities can use them for better management planning and for arguments with different types of entities or land owners and users themselves.

Summary

Type of owner	Specifics	Appropriate way of meeting	Possible arguments
Non-farming, locally living owners with place attachment	Personal relationship to the place	Events aimed at the public	Return to the traditional landscape
	Knowledge of the site's history	Acting through "partners" in the territory	Landscape aesthetics
	Social ties at the locality	Personal contact more often required (less available by email)	

"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	They prefer a well-set-up way of cooperation when there is not much need to negotiate Negotiations in-situ More time to meet during the dormant season	Return to traditional farming Economic sustainability Good reputation in the locality
Local agricultural companies	Personal relationship to the place Measures ideally where conventional farming is not possible Administrative overload Fluctuation of responsible persons 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 Our good knowledge of the financial and operational aspects of the proposed measures
State-owned enterprises	Expert staff Internal hierarchy	They appreciate continuous and mutual providing of information Seminars on the current agenda	Long-term sustainability Collaboration on larger, longer-term projects
Non-state owners with no personal ties to the location	Competent and proficient staff Internal hierarchy Measures ideally where conventional farming is not possible	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 sustainability Our good knowledge of the financial and operational aspects of the proposed measures Marketing (or promotional) effect of the measures
Municipalities	Overview of the wider context in the locality Natural partners of the NCAs Relationship to the site Changes of representatives after the elections	Organising joint events between municipalities and the NCAs (festivals, events in schools)	Long-term sustainability "Advertising" effect of measures (ecotourism)
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

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., on Nature and Landscape Protection

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., on Nature and Landscape Protection (hereinafter referred to as the "Nature and Landscape Protection 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 securing the protection of a valuable conservation area, a site/tree of Community importance (contractually according to section 39). However, areas that are already specially protected cannot be protected by contract under section 39 of the Act (the NCA does not conclude such contracts).

Owners are also involved in negotiations of the plans to designate specially protected areas (section 40) and 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 of agricultural or forestry management, which is due to land owners or tenants in the event of restrictions on management due to 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 interventions in favour of nature (section 68).

4. 2. Management planning for specially protected areas

In state 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 already contacted during the preparation of the designation of the specially protected area and consulted on the plan. Subsequently, a proposal for the designation of the specially protected area is prepared. The owners of the land concerned are sent a notice of the submission of this proposal for consultation, together with information on where they can read the full text of the proposal, and of the possibility to make objections.

The settlement of objections to the proposal 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 proposal to designate the specially protected area, a draft management plan for the area is issued, on which the owners (as well as the municipalities and regional authorities concerned) may also submit comments. The competent nature protection authority will draw up a

protocol on the settlement in accordance with section 38 of the Act, which will also approve the management plan. As a rule, management plans are valid for 10 to 15 years (Ministry of Environment, 2011).

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 valid. 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 municipality's official notice board, where a notice of the proposal's preparation with contact details is published. Owners or users may submit comments on the draft management plan. Those who have submitted 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 management plans for Natura 2000 sites is not regulated by any legislation. **The NCA negotiates the management plans 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 SACs/SPAs. 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 SAC.

4. 3. Involvement of owners in management of protected areas

The **management** of the land is carried out with the **participation of the owners**, 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. If the owners do not do so on their own, the NPA can use the tools provided by the Act.

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 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 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 § 68 (3) and (4) of the Act. The owner is then obliged to tolerate such measures.



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. These **agreements are public law contracts** within the meaning of Part 5 of the Administrative Code. This agreement 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, similar to the regular administrative procedure in which the NPA decides on these exemptions, consents or permits.

Another public law agreement concluded with land owners or users is the **agreement on the farming method in SPAs, pursuant to the provisions of section 45e (4) of the Nature and Landscape Protection Act**. 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 of the NPA; in such a case, the contract substitutes this consent.

Other public law agreements with land owners or users are the **agreement defined under the provisions of section 49 (4) of the Nature and Landscape Protection Act on the farming method on land with critically or severely endangered plant species** and the **agreement under section 56 (5) 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 such 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.

The NPAs concluding public law agreements provide contributions from their own budget. The NCA provides financial contributions from the state budget throughout the territory of the Czech Republic in order to ensure nature and landscape protection in accordance with the instruments and means referred to in section 2 (2) of the Nature and Landscape Protection Act.

A **public law agreement/contract**, as a contract between a public law entity and a non-public legal or natural person, belongs to the category of subordination contracts. The following rules apply to its 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 Nature and Landscape Protection 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 him/her to carry out the work, indicating the specific measures to be implemented, so that the relationship is formalised, and the owner is assured that he/she 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 www.dotace.nature.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 interventions, 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 for the work can be concluded. 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 (<https://nature.cz/web/cz/standardy-pece-o-prirodu-a-krajinu> 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. Agreements over CZK 50,000 are subject to publication in the Register of Contracts and only become effective after they have been published.

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 by both parties to the contract, 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 the Annex.

4. 3. 2. Multi-annual agreements

An agreement pursuant to section 68 of the Nature and Landscape Protection 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. If the conditions for the implementation of the measures specified in the agreement change in the course of assignment or in the case of multi-annual agreements 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. This is why ongoing communication and a relationship of trust are important.

In the case of a multi-annual agreement, a preliminary check is made annually before the deadline when the owner can be informed of the lack of funds.

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 land in question 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 agreement.

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),
- information on how to apply for financial compensation with the possibility of a simplified process for claiming harm,
- agreed voluntary commitments as well as financially valued commitments.

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 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 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 interventions to be implemented voluntarily, funded from the owner's own resources or those obtained through a subsidy application.
2. **Interventions generating a claim for compensation for harms** - precisely defined areas where farming is restricted in the interest of the protected species, including a description of this restriction and quantification of the harm for the impediment to agricultural or forestry farming, or setting out the procedure for such quantification.
3. **Implementation of the improvement measures** - includes precisely defined areas with a list and schedule of measures and 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).

4. 3. 4. An invitation to make an intervention (management) 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 (see above), the NPA shall formally invite them to do so within the meaning of section 68 (3) of the Nature and Landscape Protection 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 Nature and Landscape Protection 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 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 intervention 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 official: "Layers 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 helleborine) 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 Milý at 123 456 789 or 111 111 111 or by e-mail at: ales.mily@nature.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@nature.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 interventions necessary to protect specially protected parts of nature, or does not respond at all, the NPA is entitled to carry out the interventions 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 intervention.

The NPA that ordered the intervention is responsible for any damage caused to the owners or users of the land in connection with the intervention. 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 Nature and Landscape Protection 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,
- in addition to the money spent on the implementation of the measure, the owner who was forced to tolerate the measure is also liable for harm compensation.

If it is necessary to implement the measure despite the owner's or user's disagreement, the NCA's legal department will be consulted. Compensation of the land owner's harm must be taken into account in advance and sufficient funds must be made available for this purpose.

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 system 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 Nature and Landscape Protection 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.

4. 4. Management allowance and income tax

The financial allowance for management provided under section 69 of the Act to the owners/users of the land concerned, provided that they refrain from certain activities or carry out agreed works to improve the natural environment, is not tax revenue. It is a subsidy under a specific law (Nature and Landscape Protection Law) which compensates for the costs of the measures taken. The allowance 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).

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 position at any cost.
2. **To explain the purpose and 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 offer an alternative explanation that is easier to understand.
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 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 **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).
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

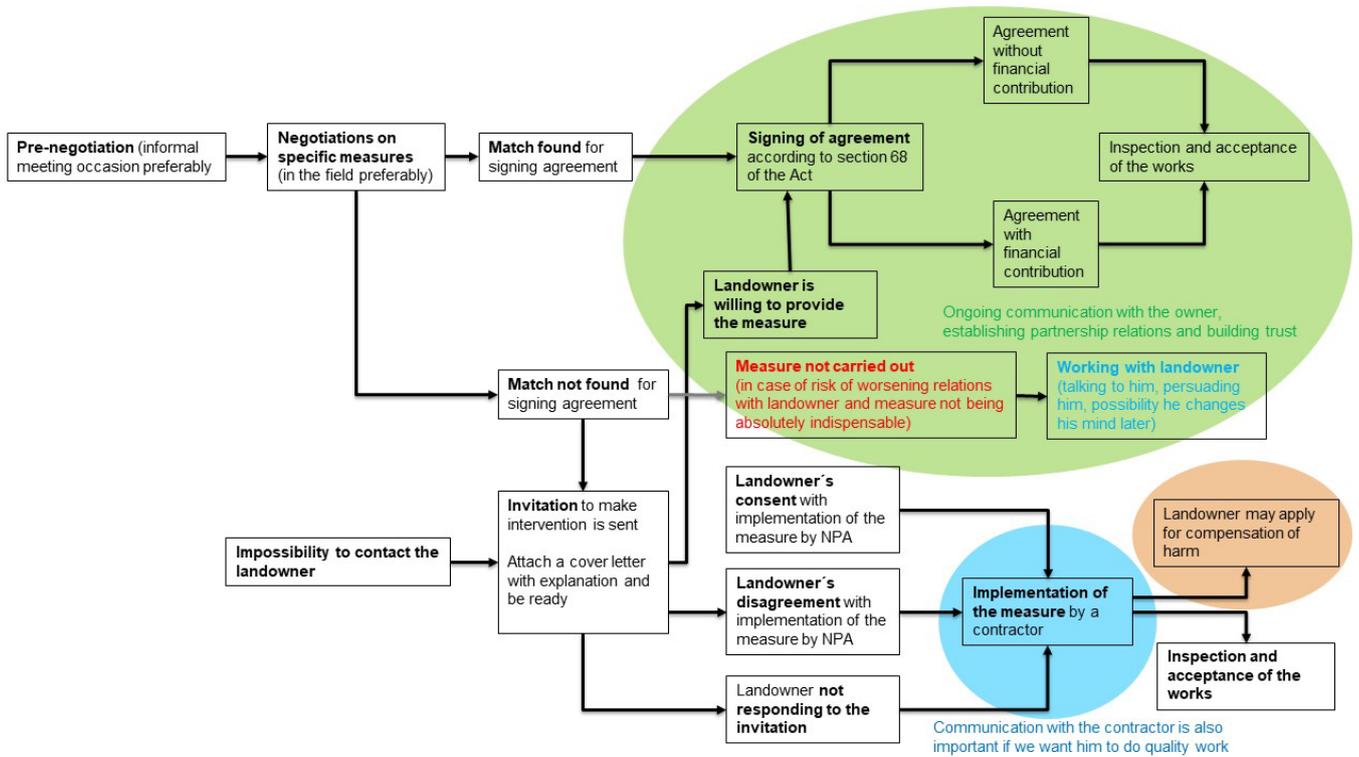
NCA	Nature Conservation Agency of the Czech Republic
PLA	protected landscape area
EU	European Union
SAC	special areas of conservation
NGO	non-governmental organisation
NPA	nature protection authority
SPA	special protection area
The Act	Act No. 144/1992 Coll., on Nature and Landscape Protection

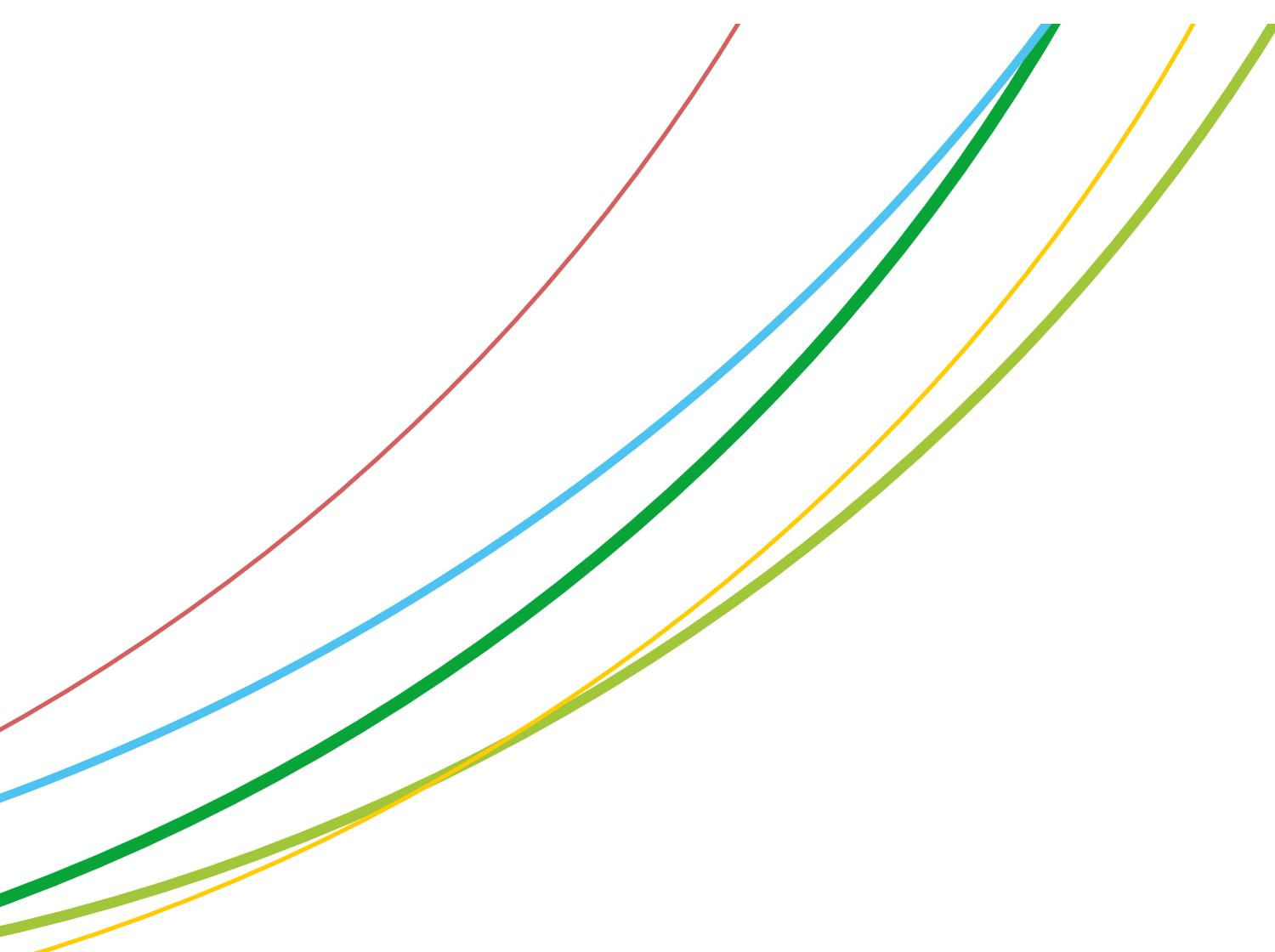
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8. ANNEX

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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