



Department
for Environment
Food & Rural Affairs

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RSK ADAS Limited
Spring Lodge
Helsby
Cheshire
WA6 0AR

Your ref:
Our ref: 33515
Date: 12/10/2021

Dear 

Award Decision

The evaluation of tenders for the Procurement is complete and Defra is pleased to inform you that you were successful.

Defra will contact you shortly to discuss execution of the contract.

Please note that Defra is not liable for any costs incurred by you (or any other commitments you may enter into) as a result of you submitting your tender and that Defra is under no obligation to you in relation to the Procurement before a contract is executed by both parties.

Yours sincerely

Commercial Manager
Defra Group Commercial

Short Form Contract

Provision of Goods / Services (Natural England)

62614 AES Monitoring and Evaluation Project: Are Agri-Environment Schemes Bespoke Capital Items (HAP and HE1) delivering for the Historic Environment and providing wider Cultural Capital Benefits?

October 2021

THIS CONTRACT is dated 12th October 2021

BETWEEN

NATURAL ENGLAND of Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “Authority”); and

RSK ADAS Limited registered in England and Wales under number 10486936 whose registered office is Spring Lodge, Helsby, Cheshire, WA6 0AR (the “Supplier”)

(each a “Party” and together the “Parties”).

BACKGROUND

- a) The Authority requires the services set out in Schedule 1 (the “Services”).
- b) The Authority has awarded this contract for the Services to the Supplier and the Supplier agrees to provide the Services in accordance with the terms of the contract.

AGREED TERMS

1. Definitions and Interpretation

1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘Approval’: the prior written consent of the Authority.

‘Authority Website’: www.naturalengland.org.uk

‘Contract Term’: the period from the Commencement Date to the Expiry Date.

‘Contracting Authority’: an organisation defined as a contracting authority in Regulation 2 of the Public Contracts Regulations 2015.

‘Controller’: has the meaning given in the GDPR.

‘Data Loss Event’: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

‘Data Protection Impact Assessment’: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

‘Data Protection Legislation’: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

‘Data Protection Officer’: has the meaning given in the GDPR.

‘Data Subject’: has the meaning given in the GDPR.

‘Data Subject Request’: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

‘Default’: a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

‘Dispute Resolution Procedure’: the dispute resolution procedure set out in Clause 20.

‘DPA 2018’: the Data Protection Act 2018.

‘Force Majeure’: any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier’s supply chain.

‘Fraud’: any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

‘GDPR’: the General Data Protection Regulation (Regulation (EU) 2016/679).

‘Good Industry Practice’: standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

‘Goods’: all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

‘Intellectual Property Rights’: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

‘IP Materials’: all Intellectual Property Rights which are:

- a) furnished to or made available to the Supplier by or on behalf of the Authority; or
- b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

‘Law’: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply.

‘LED’: Law Enforcement Directive (Directive (EU) 2016/680).

‘Personal Data’: has the meaning given in the GDPR.

‘Personal Data Breach’: has the meaning given in the GDPR.

‘Price’: the price for the Services set out in Schedule 2.

‘Processor’: has the meaning given in the GDPR.

‘Protective Measures’: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

‘Replacement Supplier’: any third party supplier of services appointed by the Authority to replace the Supplier.

‘Staff’: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

‘Sub-contract’: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

‘Sub-contractor’: third parties which enter into a Sub-contract with the Supplier.

‘Sub-processor’: any third party appointed to process Personal Data on behalf of the Supplier related to this Contract.

‘Valid Invoice’: an invoice containing the information set out in Clause 3.3.

‘VAT’: Value Added Tax.

‘Working Day’: Monday to Friday excluding any public holidays in England and Wales.

1.2 The interpretation and construction of the Contract is subject to the following provisions:

a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

b) words importing the masculine include the feminine and the neuter;

- c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- f) references to the Services include references to the Goods;
- g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2. Contract and Contract Term

2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the “Services”) in accordance with the terms and conditions of the Contract.

2.2 The Contract is effective on 12th October 2021 (the “Commencement Date”) and ends on 31st March 2022 (the “Expiry Date”) unless terminated early or extended in accordance with the Contract.

3. Price and Payment

3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.

3.2 The Authority shall:

- a) provide the Supplier with a purchase order number (“PO Number”); and
- b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

3.3 A Valid Invoice shall:

- a) contain the correct PO Number;
- b) express the sum invoiced in sterling; and
- c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

3.4 The Supplier shall submit invoices against set milestones in the Specification to the Authority at the following addresses: Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ

3.5 The Supplier acknowledges that:

- a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
- b) invoices which do not include the information set out in Clause 3.3 will be rejected.

3.6 Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

4. Extension of the Contract

4.1 N/A

5. Warranties and Representations

5.1 The Supplier warrants and represents for the Contract Term that:

- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- b) the Contract is executed by a duly authorised representative of the Supplier;
- c) in entering the Contract it has not committed any Fraud;
- d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;

g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;

h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and

i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;

j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;

b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and

c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6. Service Standards

6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.

6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.

6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:

a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred;
or

b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.

6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.

6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.

6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.

6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

7. Termination

7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.

7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:

a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;

b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the Insolvency Act 1986, or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;

c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;

d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;

- e) subject to Clause 7.3, the Supplier commits a Default;
- f) there is a change of control of the Supplier; or
- g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8. Consequences of Expiry or Termination

8.1 If the Authority terminates the Contract under Clause 7.2:

- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
- b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

8.2 On expiry or termination of the Contract the Supplier shall:

- a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
- b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

8.3 Save as otherwise expressly provided in the Contract:

- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9. Liability, Indemnity and Insurance

9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- a) death or personal injury caused by its negligence;
- b) Fraud or fraudulent misrepresentation; or
- c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.

9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

9.4 Subject to Clause 9.1:

- a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
- b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.

9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.

9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10. Confidentiality and Data Protection

10.1. Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.

10.2. Clause 10.1 shall not apply to any disclosure of information:

- a) required by any applicable law;
- b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
- c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
- d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.

10.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.

10.4. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

10.5. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- a. a systematic description of the envisaged processing operations and the purpose of the processing;
- b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

a. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

c. ensure that:

(i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

A. are aware of and comply with the Supplier's duties under this clause;

B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

(i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:

a. receives a Data Subject Request (or purported Data Subject Request);

b. receives a request to rectify, block or erase any Personal Data;

c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

d. receives any communication from the Information Commissioner or any other regulatory authority;

e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

f. becomes aware of a Data Loss Event.

10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.

10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

a. the Authority with full details and copies of the complaint, communication or request;

b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

d. assistance as requested by the Authority following any Data Loss Event;

e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- a. the Authority determines that the processing is not occasional;
- b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

10.11. The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

10.12. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

- a. notify the Authority in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Authority; and
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.
- d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

10.14. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.

10.15. The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11. Freedom of Information

11.1. The Supplier acknowledges that the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Information Acts") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.

11.2. If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

12. Intellectual Property Rights

12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.

12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13. Prevention of Corruption and Fraud

13.1. The Supplier shall act within the provisions of the Bribery Act 2010.

13.2. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.

13.3. The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14. Discrimination

14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15. Environmental and Ethical Policies

15.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

16. Health and Safety

16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.

16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.

16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.

16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.

16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) shall be made available to the Authority on request.

17. Monitoring and Audit

17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.

17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.

17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18. Transfer and Sub-Contracting

18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.

18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:

- a) remain responsible to the Authority for the performance of its obligations under the Contract;
- b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
- c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;

d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.

18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

b) any private sector body which performs substantially any of the functions of the Authority.

18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

19. Variation

19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "Variation").

19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.

19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or

b) refer the request to be dealt with under the Dispute Resolution Procedure.

20. Dispute Resolution

20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.

20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.

20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

20.5 A neutral adviser or mediator (the “Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.

20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21. Supplier’s Status

21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.

21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22. Notices

22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

23. Entire Agreement

23.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

24. Third Party Rights

24.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

25. Waiver

25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26. Publicity

26.1 The Supplier shall not without Approval:

- a) make any press announcements or publicise the Contract or its contents in any way; or
- b) use the Authority's name or logo in any promotion or marketing or announcement.

26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

27. Force Majeure

27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.

27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28. Governing Law and Jurisdiction

28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.

28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

29. Electronic Signature

29.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

29.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system.

29.3 No other form of acknowledgement will be accepted.

30. Precedence

In the event of and only to the extent of any conflict between the terms and conditions or the special terms below, the conflict shall be resolved in accordance with the following order of precedence:

- a) the special terms below;
- b) the main terms of the Contract (pages 1 to 15);
- c) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 19 shall not take higher precedence than specified here.

SCHEDULE 1 - SPECIFICATION OF SERVICES

ARE AGRI-ENVIRONMENT SCHEMES BESPOKE CAPITAL ITEMS (HAP AND HE1) DELIVERING FOR THE HISTORIC ENVIRONMENT AND PROVIDING WIDER CULTURAL CAPITAL BENEFITS?

1. BACKGROUND

Historic Environment features come in a variety of forms from barrows to hillforts to parklands and settlement sites. They help us to understand the cultural landscape in which we live, work and play and give a 'sense of place' and local distinctiveness to our landscapes. Such features are unique, fragile and irreplaceable – once lost they are gone forever.

Agri-Environment Schemes (AES) provide financial incentives for farmers, woodland owners, foresters and land managers to look after and improve the environment. Farmers and land managers can select from a range of environmental management options to create an agreement that fits their farming practices and meets the environmental priorities for their farm. One of the aims of the scheme is to protect the historic environment for the benefit and enjoyment of future generations.

AES recognise the unique nature of many historic environment assets and both Environmental Stewardship (ES) and Countryside Stewardship (CS) include capital items that farmers can use to fund works that protect, conserve and restore these fragile assets.

Under ES Historical and Archaeological feature protection (HAP) was the bespoke capital item to deliver works to improve and conserve historic features in the landscape. Works ranged from comprehensive parkland plans and restoration of parkland features through to the restoration of smaller assets such as a sheep-wash. It could be underpinned by an implementation plan (PAH) funded at £400 to draw up a specification and costings for the work.

Under CS Historic and Archaeological feature protection (HE1) is the bespoke capital item to deliver physical works that directly contribute to conserving or protecting historic environment features in the landscape. HE1 can be underpinned by an Implementation Plan (PA1 funded at £1,100 per plan) or a Feasibility Study (PA2 funded up to 100% of actual costs) that has identified and specified the required works.

In terms of delivery ES and CS differ in that under ES any management planning required to underpin repair/restoration could also be funded (for example a Conservation Management Plan) under the HAP code and as an initial part of the HLS agreement. Under CS however, all project scoping has to be done pre-agreement via a stand-alone Feasibility Study (PA2) (or, very rarely, a PA1 Implementation Plan). Fully complete and accurate project costings must be included in the CS agreement from the outset and any works must be deliverable within the first 2 years of the agreement; including payment of any retention sums.

Where deemed suitable by an adviser the PAH, PA1 or PA2 planning phase can be skipped – for example where an existing agreed plan or study exists.

Both HAP and HE1 include funding up to 100% of the actual costs and both items are underpinned by the principles that all projects should aim to:

- repair structures rather than replace them
- keep as much historic material as possible
- deal with problems which could harm the site in the future
- keep repairs to the minimum possible to make the structure sound
- only restore things where there is proof of historic interest - and consider whether alterations are themselves of historic interest
- use traditional materials and methods wherever possible
- only use modern materials where necessary or appropriate to the original design

Actual contribution rates take into account the value of the asset to be repaired to the farm business; 100% funding is only provided where there is no value; normal contribution rates vary between 40 and 80% of cost.

Typical Contribution rates

Rate	Environmental benefit	Landholding/business benefit	Type of work
100% - 80%	High	Low	Historic & Archaeological feature protection such as a Management Plan to inform ruin consolidation, barrow netting or the control of burrowing animals
80% - 60%	High	Medium-High	Historic & Archaeological feature protection such as a Management Plan for repairs to bridges, restoring eroded surfaces or small scale work to ha-has to improve existing grazing;
60% - 40%	High	High	Historic & Archaeological feature protection such as a Management Plan to inform the repair of gates, lake de-silting or extensive work to ha-has where they are involved in a grazing reintroduction

In terms of uptake across schemes both items have been well-used by AES agreement holders. HE1 has been used (to March 2021) 129 times at a cost of £2,190,020 and HAP has been used (to March 2021) 2317 times at a total cost of £35,054,366.

Beyond their impact on Scheduled Monuments and Registered Parks and Gardens (assessed by Historic England to remove sites from the Heritage at Risk register), and a Defra-funded research project 'Evaluating the effectiveness of Environmental Stewardship agreements for the conservation and enhancement of historic parklands and developing a method of prioritisation for funding' [LM0428](#), no assessment has been undertaken of the use of HAP and HE1 capital items through AES evaluation.

To date there is little qualitative data to assess/identify:

- the success of these items either in terms of outcome for heritage or value for money,
- issues / successes that could influence and improve future Agri-Environment Scheme (AES) design,
- an evidence base from which to measure success,
- the types of heritage features preserved, and significance (including their importance to local communities),
- how restored features are now managed,
- best practice in terms of scheme delivery or monument management.

These bespoke items are central to a community's sense of place and pride and are markers to the character of a place and what makes a place distinctive and special. Consequently, this project looks to establish the evidence base and assess the efficacy of the items in terms of both delivery, long-term management and impact and use this information to inform future AES. The project should ensure that integrated place-making, recreation and well-being opportunities are defined, measured and considered in addition to immediate impact to the heritage features in order to enable the development of resilient communities. This will deliver for the 25YEP, AE schemes and the historic environment priorities as laid out in the government's Heritage Statement 2017.

2. PROJECT OBJECTIVES

A current review of these capital items is required therefore to look at the effectiveness of the items based on uptake, asset type, present condition and longer term trend but also on the effectiveness of the underpinning management plans, the scheme delivery process, available guidance and the value (both in monetary terms and in relation to tangible/intangible value) of the works across all scheme objectives.

The overall aims of this project are to:

a) Assess how well current capital items are working for the Historic Environment by:-

- Identifying the effectiveness of the works in addressing the needs of the asset, assessing the condition of the heritage asset now and the trend in condition since works were funded,
- Identifying best practice in terms of scheme delivery and heritage protection and the contribution of the work to addressing scheme objectives – whether HLS or CS,
- Assessing the role of specialist heritage advisers in identification, scoping and successful delivery of these capital items.

b) Assess how delivery of these capital items could be improved in the future by:-

- Looking at blockers to uptake of the specified agri-environment options, such as lack of necessary skills, and the complexity of the feasibility study and delivery process and the risks this presents to successful delivery,

- Considering whether lack of skills is a wider heritage sector issue (eg lack of conservation masons) or due to lack of understanding or training amongst land managers/owners and their advisers,
- Looking at blockers to uptake around ownership, tenancy arrangements, financial considerations and accessibility to scheme,
- Assessing if additional guidance is required, both internally and externally, and identify standards in which complex projects should operate,
- Establishing an evidence baseline that can be used for further monitoring and evaluation.

c) Assess the wider value of these capital items by:-

- Identifying the effectiveness of the capital works to deliver integrated objectives,
- Assessing the value for money in terms of ecosystem services delivered, including natural and cultural capital,
- For assets in proximity to PROWs and / or centres of population assessing whether the assets would benefit from some form of interpretation, whether physical or digital,
- Assessing if the assets could deliver cultural and recreational opportunities rooted in community, and if they could contribute to the delivery of measurable health and well-being benefits eg via social prescribing,
- Determining if such bespoke works could be used effectively in future schemes in peri-urban and urban areas such as urban historic parks and assess if these heritage assets lend themselves to delivery for net gain and nature recovery,
- Exploring the distance of funded works from areas of societal deprivation as defined in green infrastructure mapping and any enhanced value of works in such areas.

For assessment of ecosystems services we recommend use of Natural England's work Ecosystem Services from Environmental Stewardship that benefit agricultural production and the Ecosystem Services Transfer Toolkit. and also a range bespoke work undertaken by Historic England.

It should be noted that the HEFER process which is used to provide Historic Environment information to land managers/owners has recently been reviewed by Historic England and the Association of Local Government Archaeologists (ALGAO) and does not need detailed review for this project. Full details at: [Selected Heritage Inventory for Natural England | ALGAO](#).

Outputs will be used to adapt the items and promote them within an Environmental Land Management outcome framework to ensure they deliver across the beauty, heritage and engagement agenda of the 25YEP.

The project will be overseen by Natural England staff with support from a Steering Group (SG) with membership to include DEFRA, Historic England and others.

3. TASKS

TASK 1 – Data Collection and initial analysis.

Identify and map all examples of use of ES and CS HAP AND HE1 Capital Items and collate supporting evidence for option use.

- Use agri-environment data <https://naturalengland-defra.opendata.arcgis.com/> to identify capital item use throughout England.

Link to live CS data: <https://naturalengland-defra.opendata.arcgis.com/datasets/Defra::countryside-stewardship-scheme-2016-management-options-england/explore?location=52.829950%2C-2.128500%2C6.59>

Link to live ES data: <https://naturalengland-defra.opendata.arcgis.com/datasets/environmental-stewardship-scheme-options-england/explore?location=52.810900%2C-2.168450%2C6.58>

[Closed agreement dataset will be provided \(if required\) via a bespoke request to dataservices to be arranged in discussion with Natural England](#)

- Map on a ArcGIS compatible system to allow distribution and location of funded projects to be viewed and shared.
- Map the location of the capital items to assess geographic differences and to ensure a spread of agreements from different locations and schemes will be assessed.
- Identify target of project, location on the holding (ideally 8 Figure NGR), any designations or identification as a Selected National Heritage for England (SHINE) asset.
- Map the proximity to footpaths, centres of population and habitat types (for example bats, great crested newts, wood pasture etc)
- Identify and analyse patterns of uptake; particularly comparing and contrasting ES and CS engagement.
- Consider relationship of capital item uptake to location within designated landscapes (eg NP's; AONB, WHS).
- Consider relationship of capital item uptake to urban and peri-urban locations.
- Select a broad sample to assess the effectiveness of preparatory works (implementation or management plans), and the delivery process.

The successful contractor will have to use a selection of agri-environment scheme data to undertake the above review. This will include data for both ES and CS some supplied via Open Portal data; some supplied via bespoke request to Natural England.

TASK 2 – Desk based assessment to identify sample for in depth analysis.

Identify a broad sample of c250 agreements with HE1 or HAP uptake across the country reflecting geographic spread, proximity to peri-urban/urban areas, forestry vs farmed landscapes, remoteness and range of capital item use and asset type. These should be agreed in discussion with Natural England and the project SG; the group should be a mix to include:-

- Heritage at Risk assets (Will require NE/SG advice for sites removed from earlier lists due to work and hence not flagged on current Heritage at Risk lists)
- Scheduled Monuments (see designations datasets)
- Undesignated historic assets (NE advice)
- SHINE assets (NE/ALGAO datasets)
- ES and CS agreements (NE Open Datasets)
- Random

For each group select 5, 10 and 15 from each category to visit to assess in further depth against project objectives. Provide costings for these 6 visit group options (30, 60, 90 visits) to allow us to assess against available budget.

Please note bids will be evaluated on the basis of the quote for 90 visits. Smaller sample sizes may be required due to budgets.

TASK 3 – In Depth Survey and Evaluation.

Visit the agreed representative sample of projects across the country and conduct ‘face to face’ (Covid19 restrictions allowing) survey of agreement holders who have used these capital items – including visit to the assets in question to ‘ground-truth’ option use and identify current condition and management.

Sample size and distribution to be agreed, based on likely sample sizes noted above and available budget but needs to be of meaningful size and distribution. Natural England will work with the contractor to ensure that the requirements at this stage are as tight as possible to ensure best use of available budget.

A structured letter to agreement holders must be prepared and agreed to introduce the project and outline objectives. Any letter must meet Survey Control standards.

Tenderers must devise a semi-structured 2 part survey to meet the project objectives outlined above with a key focus on the following:-

The overall aim of this survey is to assess the value and impact of these capital items on the conservation of heritage assets – whether designated or not. This needs to be framed around a clear understanding of AES Scheme design and implementation and should provide evidence which can be built into new scheme development and implementation to support enhanced delivery of such projects. Detail of the option requirements are included in appendices.

Task 3 a: Onsite Survey and assessment of agreement holder’s views on option use.

- Analysis should record the current condition of the asset, the extent to which traditional materials have been used, current management, and the future management trend (for example now stable; further decline, new decline etc).
- The survey should aim to understand agreement holder motivation behind use of these capital items, how they used heritage information and advice to deliver the options and subsequent management, it should assess the provision of support by

professional advisers to identify, scope and deliver the item within existing scheme rules. Their approach to designated vs undesignated assets should be considered; especially if this influenced use of the capital item (for example when under CS it became mandatory to address Heritage at Risk issues accessible to scheme options and capital items.) The impact of the grant aid percentage on offer to support the work should be considered.

- We need to understand the considered value of the asset funded to the agreement holder. This should include a consideration how they personally understand and value the asset but also how they understand its value to wider cultural and ecosystems services values and how the capital item supports integrated scheme and land management objectives across the holding. Their views on contribution of the heritage asset to local wildlife and management should be investigated.
- Any changes in agreement holder appreciation of both the heritage asset and wider heritage issues following funded capital item use should be explored and recorded.
- Other main considerations are Natural and Cultural Capital and other benefits which could be linked to new initiatives around Nature Recovery, Access, management and use of Urban Greenspace, Health and Well Being, Planning Reform and Net Gain. Agreement holder views on the contribution the asset could make to public access as well as potential for health, well-being, community use, recreation, tourism, and farm diversification should be explored and recorded.
- Assessment should be made of whether the funded works have contributed to local landscape character as defined by both the local authority character assessment (LCA) and national character area (NCA) assessments or and how this is perceived by the agreement holder.
- Any contribution the funded option works have made to the health and well-being of the agreement holder should be explored and recorded.
- Blockers to current delivery processes (intellectual, time, financial, process, availability of professional support and craft skill) should also be identified alongwith local agreement holder suggestions for resolutions of such. Natural England views on blockers should also be identified.

Task 3b: Contractor Independent Assessment of Option Use and Survey 3a findings:

- Was the most appropriate project chosen for this option use?
- The value for money of the capital item use should be considered including the benefit to the local economy of use of local trades and craft skill.
- Agreement Holder responses to 3b questions should be critically reviewed by the contractor and considered against the full project objectives as outlined above.
- Have the natural and cultural capital values of the work been correctly identified?

- Could there be added value to the work if it was linked to opportunities for community/recreational use (especially if located near to PROWs or centres of population or in remote areas where hiking etc is popular?)
- Can the understanding of the site and these values be better understood, articulated and used to add local value to the site?
- What have been/are the blockers to option delivery?
- What amendments and improvements would benefit option delivery in future schemes?

TASK 4 – SYNTHESIS AND RECOMMENDATIONS

Based on tasks 1-3 present analysis and commentary on the project results and provide recommendations to improve delivery and targeting of the capital items. The report should include following:-

- All data used should be presented in accessible formats and use summary maps and tables.
- A review of data received with suggestions for enhanced/streamlined data collection and holding.
- Analysis of type of asset and issue which has been addressed with the capital item including analysis of type of asset by geographic and landscape location and land-use type; including urban and peri-urban location.
- Presentation and review of survey findings focussing on value of the capital items to conservation of key heritage assets. Any difference in approaches to designated and undesignated assets should be reported as with any difference in use of the capital item in protected vs non-protected landscapes.
- The effectiveness of any preparatory work (eg feasibility studies, conservation management plans, implementation plans etc) should be reviewed and reported on. This to include any comment on the current PA1/2 Feasibility Study process used prior to any CS agreement.
- Analysis and suggestions on the role of heritage-led information and expert support in the delivery process.
- Analysis of use of traditional materials and craft skills.
- Flag examples of best practice and how this is identified and recorded.
- Identify blockers to delivery; what isn't currently working.

- Identify any additional guidance which would support delivery of the capital item within current CS Scheme rules and process.
- Suggestions on how this capital item should be used within Environment Land Management in the future with a focus on any improvements to outcomes and the delivery process.
- Suggestions on how blockers to delivery could be addressed under future Environment Land Management schemes
- Outline enhancements which would improve community value and access, including intellectual access – for example via physical or digital interpretation, to assets funded under this capital item.
- Outline how to assess the Natural and Cultural Value of funded assets and how linkages between the two can be highlighted and enhanced.
- Outline whether and how this capital item might be used to add community value in Urban and Peri-Urban settings.
- Outline how this option could support Health and Well-Being initiatives including social prescribing.
- Explore how this capital item could be linked to net gain and nature recovery.

This should be presented in the form of a report suitable for peer review and publication as a Defra science report.

1. Outputs

Specific outputs for this project, and the financial year in which they are due:

1. A draft report on the results of the task 1 analysis for the project end NOVEMBER 2021
2. A comprehensive written **FINAL** report covering all objectives and tasks of the project 21st FEBRUARY 2022
3. A '2-page summary' report, using format in attached Annex A 'Summary Template' summarising the aims, outcomes and implications of the project, for use by policy colleagues, and other non-specialists 21st FEBRUARY 2022
4. An infographic, to be developed with the Natural England project manager, highlighting notable findings. 21st FEBRUARY 2022
5. All data and metadata collected during the survey, including any hard copies of field sheets and associated spreadsheets populated with data will be provided to Natural England/Defra at the completion of the project 21st FEBRUARY 2022

6. The contractor will present a webinar via the Natural England Historic Environment Expert Network to present the results and findings to NE and Defra staff and key stakeholders by 7th MARCH 2022

2. Reporting and milestones

The successful contractor will be required to produce:

- An interim report presenting the results from task 1 by END NOVEMBER 2021. The contractor will be expected to present the results of the data analysis to the project steering group, with an outline of how they will use this information to inform the development of the land manager surveys.
- A draft final report (with an accompanying draft 2-page summary) will be provided to Natural England by 31st JANUARY 2022 and a meeting to present/discuss the results will be arranged soon afterwards. This should include full analysis, conclusions and discussion on the data collected against the requirements.
- The finalised, peer-reviewed report, and accompanying final 2-page summary and infographic, will be provided to Natural England by 21st FEBRUARY 2022.
- Produce and present a webinar outlining the main results of this project suitable for key staff at NE, Defra Policy, and Historic England by 7th MARCH 2022. The webinar will also be recorded for NE's Skills port training portal to deliver wider dissemination within Natural England and Defra.

A final invoice for this work must be submitted by 11th MARCH 2022.

Natural England requires the opportunity to comment on draft final reports. The appointed contractor will be responsible for ensuring both the quality of the work as well as the presentation of the material (e.g. proof reading, ensuring clear, plain English, accessible format including alternative text for any graphics). The appointed Contractor is also to be aware that Natural England requests acknowledgement in the publication (including oral presentations) of its funded research, and that the project manager is notified at least two weeks prior to publication. All reports should be provided in MS Word and PDF format.

The final report will be externally peer-reviewed (note: the contractor will be responsible for arranging peer-review by two appropriate reviewers, to be agreed with the Natural England project officer) and be suitable for publication as a Defra science report.

For carrying out the peer review Natural England will provide:

- ☐ ☐ ☐ A form for peer reviewers to complete to guide them through key questions
- ☐ ☐ ☐ A declaration for reviewers to sign regarding the use of confidential information and any conflicts of interest.

There should be a minimum of two peer reviewers and they must be independent of organisations working on the project. A cost for peer review should be itemised in the tender. This should take into account staff time to organise the peer review, staff time to edit reports in light of the reviews (subject to steering group agreement) and cover costs for reviewers if required

Natural England is happy to encourage widespread publication and welcomes the use of appropriate trade press, peer-reviewed journals, sector-specific journals and appropriate use of social media.

Note: If the findings of the work are deemed suitable, the contractor will aim to submit a manuscript to a peer-reviewed journal as soon as possible after completion of the report, co-authored by staff from the contractor and Natural England, as appropriate. A proposed timetable for submission of manuscript and publication timeline will be agreed with Natural England.

3. Project Management and timetable

Duration

26th OCTOBER 2021 – 31st MARCH 2022

The first phase of the project (completion of task 1 and interim report), is to be completed by END SEPTEMBER 2021

Natural England will establish a steering group to oversee the contract including representatives from NE and Defra and other relevant partners. It is anticipated that the steering group will meet three times during the course of the contract, at the project inception stage SEPTEMBER 2021 to discuss the interim results following the agreement holder surveys and planning of analysis (in financial year 2021/2022) and once the draft final report has been submitted.

The successful contractor should appoint a project leader. The project leader will be responsible for the management and delivery of the project and will act as the liaison point with the Natural England project manager.

The contractor will be expected to attend a project inception meeting (this may be a virtual meeting), where they will need to provide a detailed proposal and plan for the assessment they will undertake and agree any variations with the project panel.

The project leader will be responsible for setting up interim meetings. If possible and in line with government guidance, face to face meetings will occur in NE offices in York or Bristol (dependent on the location of the Natural England Historic Environment Senior Specialist leading the project).

A final meeting will be held once the draft report has been delivered, where the results can be discussed and the dissemination webinar outline agreed.

Secretariat and production of minutes from meetings is the responsibility of the successful contractor, who will share meeting minutes with the project team, NE and the steering group, where applicable.

The project leader will send a short (no more than 1 page A4) written progress update to the NE project manager once a month. The form of these updates will be agreed in the

inception meeting. The contractor must produce and update a risk assessment analysis of each stage of the works.

4. IPR and data sharing

All data resulting from this project, project documents, Intellectual Property Rights and other materials will be the property of Natural England.

To facilitate the project aims, NE's Data Services team will liaise with the successful contractor to generate a contractor data licence. The contractor will be responsible for applying to and liaising with the Data Services team in requisite time in order to obtain the necessary data. The project officer will assist in this and make a preliminary enquiry on behalf of the project but, following outline approval the successful contractor(s) will be required to provide a full data request as required to meet the detail of their tender.

Data will be supplied to the successful contractor via secure data sharing in a format to be agreed with the contractor and NE's data services / GIS team. This will comprise information relating to Countryside Stewardship schemes and will include land parcel references alongside the chosen option code.

All information provided to the contractor for the purposes of this project, shall be kept securely, confidentially and disposed of at the end of the project. It must not be used elsewhere without prior consent. The supplier will be required to follow Natural England's data protection policy and only act on information provided under our instruction.

5. Survey Requirements

As surveys are to be undertaken as part of this study, approval will need to be gained from the Survey Control Liaison Unit (SCLU) in Defra. Any structured approach made by or on behalf of the Government in order to obtain aggregated data is classed as a statistical survey and should be referred to SCLU. This also applies to customer satisfaction surveys.

NE and Defra are strongly committed to minimising the burden they place upon businesses and local authorities. As a result proposals for new surveys must be assessed by the SCLU. In order to undertake the survey of agreement holders, proposed as part of this project, approval will need to be gained from the SCLU. NE will make the initial application, but, following outline approval the successful contractor(s) will be required to provide a draft questionnaires and survey plans to be agreed and approved. A period of at least 6 weeks should be built into the project plan to accommodate this survey approval process.

It is the responsibility of the successful bidder to ensure that the survey is provided in accordance with the time requirements of this project for SCLU approval

APPENDIX 1: PUBLISHED CAPITAL ITEM GUIDANCE:

Higher Level Stewardship: Historical and Archaeological Feature Protection (HAP)

<http://publications.naturalengland.org.uk/publication/2827091>

This option may be used where proposals directly contribute to the protection and conservation of the historic environment. Its uses are diverse but include:

- parkland plans or other management plans for historic environment features or landscapes, where research, survey and tailored specifications are required to guide future management, conservation or restoration;
- work to conserve or consolidate historic structures and features that are not considered to be 'historic buildings';
- scrub clearance on archaeological features where the standard methodology and payment rates are unable to meet the requirements of the feature; and
- works such as moving access routes or gateways designed to prevent damage to historic environment features.

Funding: Up to 100% of cost.

Countryside Stewardship: HE1 Historic and archaeological feature protection

<https://www.gov.uk/countryside-stewardship-grants/historic-and-archaeological-feature-protection-he1>

Capital item details

Higher Tier

Payment rate

Up to 100% of actual costs.

Aim

To undertake physical works that directly contribute to conserving or protecting historic environment features in the landscape.

Eligibility

E1 Individual historic or archaeological features where work is required to change land management practices or restore a site in order to conserve or protect the feature.

E2 You cannot use this item for:

- A. Work related to historic (roofed) buildings.
- B. Management plans which are available under the 'Feasibility Study' capital item.

E3 You cannot use this item for physical work which has previously been funded under any agri-environment scheme, or where you have received funding from another organisation to pay for the same work.

When and where to use this capital item

HE1 will normally follow the completion of an implementation plan (PA1) or a feasibility study (PA2) that has identified and specified the work that needs to be done to conserve or protect a historic environment feature or area.

HE1 must be accompanied by at least 3 quotes for the work.

In general HE1 projects need to:

- deal with individual priority history environment features, and risks to their condition and longevity

- target the main problem with the historic environment asset and ensure that the underlying issue is dealt with to prevent it re-occurring
- have been well thought through and incorporate professional services to oversee and deliver the work where appropriate
- be good value for money, based on an understanding of the significance of the feature being conserved or protected and its priority for action.

HE1 is used to undertake the physical work needed to protect or conserve features, such as:

reducing erosion and risks to vulnerable sites by:

- moving fence lines or ATV tracks where they currently run across an archaeological site
- removing feed sites and restoring the surface, including restoring old ground surfaces where livestock items have been used
- providing hard standing to support the re-siting of a feeding area away from an archaeological feature
- restoring eroded surfaces
- controlling burrowing animals (except rabbits) that are causing damage to historic features

consolidating structures such as:

- historic structures such as bridges, ruins, sheep washes, sluices and earthworks, that are not eligible for HE2 and need repair
- eligible historic water features

mitigating damage through archaeological recording:

- archaeological excavation, where it is required to mitigate agreed management and allow preservation by record

repairing and restoring priority features within historic parklands such as:

- de-silting of designed water bodies to restore the historic profile and water retention capacity of the water body
- repairing historic iron railings, boundary stones, park walls, and ha-has where they need to remain stockproof and retain their historic character.

HE1 cannot be used for:

items where the aim or outcome of the work could be achieved by using options, supplements, or capital items with standard payment rates. In general this will include the following work (this is not an exhaustive list)

- boundary wall restoration -substantial work, use boundary restoration items BN1 and BN2 for stone faced banks and BN12 and associated supplements for walls

- pond restoration - where the assessment of ponds for wildlife and historic interest form has identified that WN5 and WN6 are appropriate
- tree planting in parklands - use TE2 and the associated tree guard items
- tree removal - use SB3
- bracken control - use SB4, SB5 and SP3
- scrub control - use SB1, SB2 and HS4
- producing feasibility studies or implementation plans, including parkland plans and historic building management plans - use PA1 and PA2
- survey work to inform an agreement or future management such as trial excavation, geophysical survey, remote sensing or the interpretation of aerial photography - use PA1 and PA2
- providing access to and interpretation of historic sites - use AC1
- conservation or repair of structures that are eligible for funding under the historic building restoration item, HE2
- work that falls under legislative or an agreement holder's statutory obligations such as water bodies that come under the Reservoirs Act, control of rabbits under Section 1 of the Pests Act 1954, work required as part of planning permission (including Section 106 agreements).

Using HE1 instead of standard payment rate options or capital items

HE1 can only be used in exceptional circumstances for work that is **over and above** what is covered by standard items and their underlying assumptions. Where there is doubt, it will need to be referred to specialists, and consideration made of the income foregone calculations to identify what is included in the standard payment rate. Examples might be:

- repair of stone walls where dismantling and rebuilding work under BN12 is not appropriate due to the historic sensitivity of the feature
- tree removal where there are restrictions on the use of vehicles to remove timber from the site due to the site's sensitivity, or where the tree must be wholly dismantled by a tree surgeon.

PA2: Feasibility study

<https://www.gov.uk/countryside-stewardship-grants/feasibility-study-pa2>

Tiers or standalone items:

[Standalone capital items](#)

Funding (per unit per year):

[More than 50% actual costs](#)

Contents

1. [How much will be paid](#)
2. [Where to use this item](#)
3. [How this item will benefit the environment](#)
4. [Requirements](#)
 1. [Keeping records](#)
5. [Advice and suggestions for how to carry out this item](#)
 1. [Feasibility study format](#)

How much will be paid

Up to 100% of actual costs.

Where to use this item

It is available as a stand-alone agreement to aid an application for Higher Tier.

It can only be used with written permission from Natural England to do so.

How this item will benefit the environment

If successful this item will help plan how to protect or manage habitats, features and species.

Requirements

Agreement holders are likely to need to:

- produce and agree with Natural England a detailed specification for the feasibility study
- provide at least 3 written quotations for preparing the study, identifying associated costs - agree the selected quotation with Natural England
- commission the feasibility study from the selected provider and make sure that it is completed in line with the specification by an agreed date
- submit a copy of the completed feasibility study for approval by Natural England with the claim

Keeping records

Agreement holders will need to keep the following records and supply them on request:

- any consents or permissions connected with the work
- please see the record keeping and inspection requirements as set out in the [Higher Tier manual](#) for more detail

Agreement holders will need to keep the following records and supply them with the claim:

- receipted invoices, or bank statements where a receipted invoice is not available
- a copy of the feasibility study

The detailed requirements for this item will be tailored to the Higher Tier site. Higher Tier applicants should discuss and agree these requirements with their adviser.

Applicants will have to send the following with their application:

- the 3 quotes for completion of the work

Advice and suggestions for how to carry out this item

The following section gives advice on carrying out this item successfully but does not form part of the requirements for this item.

Feasibility study format

Follow Natural England's set format for the feasibility study. The format will depend on the option or items that the study covers.

-

Countryside Stewardship PA1 Implementation Plan:

<https://www.gov.uk/countryside-stewardship-grants/implementation-plan-pa1>

How much will be paid

£1,100 per plan

Where to use this item

- as a stand-alone agreement to aid an application
- only with written permission from Natural England

How this item will benefit the environment

If successful there will be a completed plan detailing how to carry out the work for an option and how to meet the requirements of that option.

Requirements

- produce an implementation plan following a brief from Natural England
- send a copy of the completed plan for approval by Natural England

Keeping records

Agreement holders will need to keep the following records and supply them on request:

- any consents or permissions connected with the work
- receipted invoices, or bank statements where a receipted invoice is unavailable
- a copy of the implementation plan
- please see the record keeping and inspection requirements as set out in the [Mid Tier manual](#) for more detail

Advice and suggestions for how to carry out this item

The following section gives advice on carrying out this item successfully but does not form part of the requirements for this item.

Creating an implementation plan

Make sure that the implementation plan follows a set format provided by Natural England. This format will depend on the option or items that the plan covers.

Use this item to fund a water management plan where capital items and land management options are needed to redirect or manage water running across the holding.

APPENDIX 2










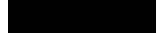










HE1 Uptake (March 2021)

	HE1 - Historic and archaeological feature protection.		
NE Team	Number of Options	Quantity (£)	Payment (£)
Cheshire, Greater Manchester, Merseyside & Lancashire			
Cumbria	1	25160	25160
Devon, Cornwall & Isles of Scilly	8	147162.96	147162.96
Dorset, Hampshire & Isle of Wight	12	205579.25	205579.25
East Midlands	2	4811.8	4811.8
Essex, Hertfordshire, Bedfordshire, Cambridgeshire & Northamptonshire	20	292279	292279
Norfolk & Suffolk	14	303230.32	303230.32
North Mercia	1	1641.67	1641.67
Northumbria	8	70955	70955
Somerset, Avon & Wiltshire	26	630320.37	630320.37
South Mercia	4	132421.2	132421.2
Sussex & Kent	27	75504.97	75504.97
Thames Valley			
Yorkshire & Northern Lincolnshire	6	300953.86	300953.86
Grand Total	129	2190020.4	2190020.4

SCHEDULE 2 - PRICES

Cost option Breakdown for ■ Visits

No	Item	Number of days input for each project member	Day Rate of Staff excluding VAT	Travel and Subsistence (as per rates in ITT)	Staff Grade	Total Price (ex – VAT) £
1	Deliverable 1: Data Collection and initial analysis (Task 1)	■ ■ ■ ■ ■ ■	■ ■ ■ ■ ■ ■	■	■ ■ ■ ■ ■ ■ ■	■
2	Deliverable 2: Desk Based assessment to review option uptake (Task 2)	■ ■ ■ ■ ■	■ ■ ■ ■ ■	■	■ ■ ■ ■ ■ ■	■
3	Deliverable 3 A+B: Task 3A) In depth Agreement Holder and Site Visits and Survey	■ ■	■ ■	■	■ ■	■

	(Task 3a) Cost for face to face interviews and option ground truthing	   	   		   	
3	Cost for Option: 90 F2F visits			 		
3	Task 3B) Independent contractor evaluation of Task 3a findings	    	    		    	
4	Deliverable 4: Synthesis and Recommendations (Task 4)	   	   		   	
5	Peer Review					

6	Final Reporting					
7	Webinar Preparation and Delivery					
8	Any other costs					
9	Total ex-VAT					£73,960

VAT will be applied at the prevailing rate.

Prices quoted will remain fixed and firm for the duration of the contract up to June 2022.

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

2. The contact details of the Authority Data Protection Officer are:

Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX
foi@naturalengland.org.uk

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at:

Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor Seacole Block, 2 Marsham Street, London SW1P 4DF

DefraGroupDataProtectionOfficer@defra.gov.uk

3. The contact details of the Supplier Data Protection Officer are:

RSK ADAS, Spring Lodge, Helsby, Cheshire, WA6 0AR

4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.

5. Any such further instructions shall be incorporated into this Schedule.

Data Processing Descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.3.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract.
Duration of the processing	The processing will be for the duration of this contract.
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.
Type of Personal Data	Personal data that may be processed includes: name, address, date of birth, NI number, telephone number, pay, images, biometric data

	etc.
Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	The Data will be retained for the duration of the contract and then will be returned to Natural England or destroyed. All retention policies will be followed.