



Conditions of Contract
Short Form - Services
For Comparative Consideration
of Nature-based Solutions as
Alternative Models of Investment
ECM60059

December 2020

THIS CONTRACT is dated 18 December 2020

BETWEEN

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

The RSK Group Plc of Spring Lodge, 172 Chester Road, 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 18 December 2020 (the "Commencement Date") and ends on 31 March 2021 (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 [[each month] OR [insert other interval]] 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 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to 0 months.

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

1.1 Background to Natural England

- 1.1.1. The Authority is Natural England. The Authority's priorities are for **well managed nature recovery networks**, for resilient ecosystems rich in wildlife and character, enjoyed by people, and widely benefitting society; **people to be connected to the natural environment** for their own and society's wellbeing, enjoyment and prosperity; **nature-based solutions** contributing fully to tackling the climate change challenge and wider environmental hazards and threats; **improvements in natural capital** underpinning sustainable economic growth, healthy food systems and prospering communities.
- 1.1.2. Its evidence and expertise is used by a broad range of partnerships, organisations and communities to achieve nature recovery and enable effective regulation and accreditation.
- 1.1.3. Natural England is a value-led organisation which delivers excellent service standards to all partners, organisations and communities engaged in achieving nature's recovery. It delivers through four strategic programmes: Resilient Landscapes and Seas, Sustainable Development, Connecting People with Nature and Greener Farming and Fisheries.
- 1.1.4. Further information on the Authority can be found at: [Natural England](#)

1.2 Background to the specific Natural England work area relevant to this purchase

- 1.2.1. The need for this analysis has arisen from Natural England's interest in Green Infrastructure (GI), a key strand within its Connecting People with Nature Programme. That programme is also home to the organisation's interest in strengthening people's connection with nature for the many and multiple benefits those can provide.
- 1.2.2. In England over 80% of people live in urban environments and projections suggest that number is set to increase. GI comprises a living network of green spaces, water and other environmental features in urban and rural areas at a local and landscape scale. Whilst much GI is publicly accessible, not all GI can provide public access. Benefits of GI include outdoor recreation and access; enhanced biodiversity and landscapes; producing food and energy; adapting to climate change; flood protection; clean air and water. These benefits support health and wellbeing; make better places to live, learn and work; and enhance resilience to climate change.

- 1.2.3. Natural England wants to see more, better quality, well managed GI at local and landscape scales, delivering multiple benefits for the people and places that need them most, in line with emerging GI standards. This GI can include green infrastructure in new developments, upgrading of existing green infrastructure and retro-fitting of new green infrastructure in areas where provision is poor.
- 1.2.4. In support of its ambitions for more and better quality and well managed GI, Natural England is an involved member of the Parks Action Group, which was convened in October 2017 by the Parks Minister and the Department of Communities and Local Government - now the Ministry of Housing, Communities and Local Government (MHCLG)- to assist government with delivering its response to the 2016 Communities and Local Government select committee inquiry into the future of public parks and identify solutions that secure the benefits of parks for communities for the future. Support of the groups work is a commitment in the [Governments 25 Year plan for the Environment](#) - see page 77.
- 1.2.5. The Group identified amongst its priorities for action a key need to articulate the benefits and associated value of parks in a 'value proposition', as a way to convince local and national decision makers across agendas of the value of investing in nature-based solutions delivered in urban greenspaces as an alternative to other, more traditionally used options. An example of this would be investment in supporting the provision of healthy outdoor activity to improve health as an alternative to interventions through the prescription of medicines.
- 1.2.6. The Group has set this proposition out in a [Business Case for investment in parks](#) (full reference in Annex 1) or the many benefits that they provide, which was published in July 2020 by the Parks Alliance.
- 1.2.7. In compiling the business case, the Group sought real example comparisons of the value and benefits provided by different delivery options and in particular those provided by nature-based solution options when compared against alternative and more traditionally used options. These comparisons would be based on consideration of a range of **attributes**, notably – but not exclusively - costs, benefits and value delivered. The Groups own trawl for such analyses identified only isolated examples for a limited range of delivery options. The Groups ambition is to add to the number of analyses that support and strengthen the case for investment in nature-based interventions that could take place in parks and greenspaces as viable alternatives over other alternatives.
- 1.2.8. In supporting the need for examples from parks and greenspaces, Natural England sees additional value in also having such comparative analyses available for nature-based interventions options that can be delivered in wider accessible or inaccessible Green Infrastructure – including public rights of way - or any combination of these.

- 1.2.9. Having these analyses will enable us to demonstrate to those making investment decisions - who may not currently see the full value of nature-based interventions – the relative benefits of different intervention options and, in particular, the potential of nature-based interventions over alternative options that they may be more familiar with, thereby ensuring their decision making is better informed on the potential of nature-based interventions.

2. Scope

2.1. Aim of the project

- 2.1.1. The purpose of this project is to provide Natural England with a number of ‘comparative analyses’ of the economic and social value provided by the application of natural environment and Green Infrastructure interventions to address an issue, compared against:

- 2.1.2 Alternative, more traditional interventions that may be applied to address the same issue.

And

- 2.1.3 Importantly, where those interventions are not applied (the counterfactual);

There should be particular emphasis in the choice of examples to compare of natural environment interventions that are deliverable within urban accessible green infrastructure/parks.

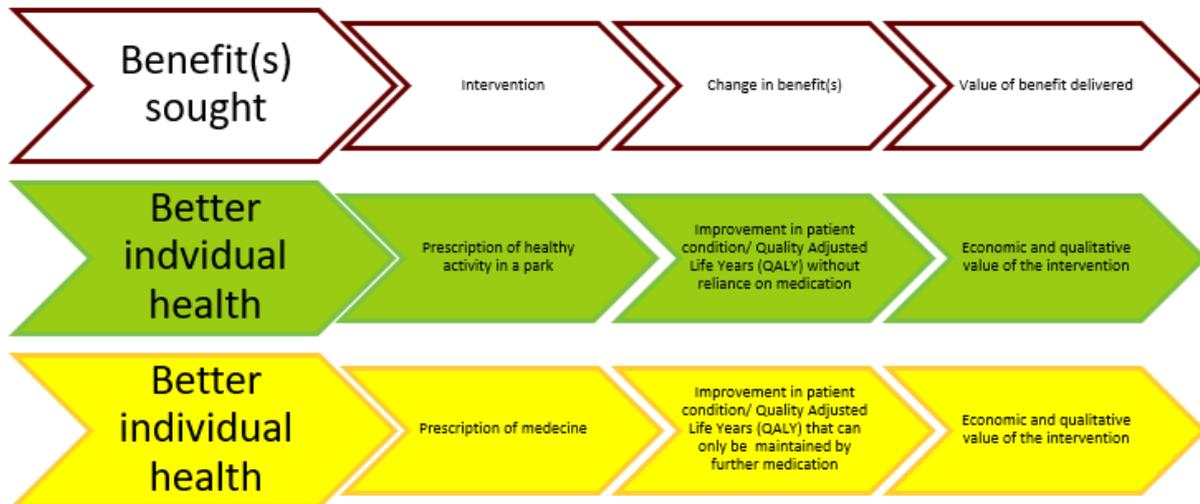
- 2.1.4 The ambition for this proposal is for the contractor to identify and compare interventions that support a range of outcomes:

- Mental and physical health and wellbeing
- Social inclusion and Community cohesion
- Business and Growth
- Air quality and climate change
- Enhancement to nature and biodiversity

When selecting analyses to undertake we expect to give priority to examples that align to these outcomes. That said, this is not an exclusive list of outcomes, and we are open to proposals that cover wider policy outcomes, plus we are particularly keen to identify examples that show potential to deliver any combination of these outcomes in multiple.

- 2.1.1 By ‘comparative analysis’ we mean comparison of options as shown in Figure 1.

Figure 1: Flow diagram of comparative analysis



2.2 Case Studies

2.2.1 We envisage the comparative analyses and their outputs being presented as case study comparisons of nature-based interventions with alternative more traditionally used options. We would ideally like to end up with a number of case studies that together show examples that operate at different scales. By that we mean options that are deliverable at a single site level plus options that are deliverable across a portfolio of sites. Examples of this might include:

For individual sites or activities - the value and added benefits of:

- A person taking a walk outdoors for their health over being prescribed medical treatment solutions;
- Plus any variation in benefit gained by walking in a well-managed more natural space over walking in less well managed natural areas or urban areas;
- Volunteering in a park for an individual's health as alternative to not engaging in volunteering; or volunteering as part of community payback over alternative penalties;
- Involvement in practical site management for an individual's health as an alternative to not engaging;
- Investing in change to an element of green infrastructure as a solution to local issues in a location over other alternative options (for example, changes to drainage that channel flooding towards a

greenspace to prevent flooding of an essential highway). These might include:

- Planting of trees in a park to reduce storm water run-off compared to asphalt;
- Investment in planting of trees and creation of or improvements to other natural habitats in a green space for carbon storage as an alternative to other solutions.

For a portfolio of sites- the value and added benefits of:

- Outdoor exercise over indoor options; For example, in Birmingham, the local authority leisure centre manager connected with park managers to move delivery of services normally provided through leisure centres into parks. These were delivered with the help of community volunteer friends groups and reached a broader range of new and traditional audiences that they would have otherwise – see [Sport England case study¹](#) (see Annex 1 for full reference)
- Children taking part in curriculum-based education in outdoor settings such as parks over the same in classroom settings (for learning for health and for other parameters the contractor may identify);
- Investing in cycling via green corridor routes over alternative road based routes or other transport options (for greater usage and health of users);
- Greater community happiness levels being associated from their neighbourhood containing more green infrastructure (gardens, parks, green space and trees) in comparison to those neighbourhoods with less parks and greenspace or trees.

2.2.2 The list above shows very simple examples of possible comparative analysis. We would welcome from the contractor proposals of realistic and practical options for analyses and case studies. We also welcome proposals that include comparison options where there are multiple alternative solutions that can be applied to address a single issue. Natural England will assess these and make final choices about which case studies should be pursued further for fuller and deeper analysis. The contractor will be asked to include in the final report concise summaries of all options that they propose as alternatives for deeper analysis including those that are not selected by Natural England on the basis that having a summary listing of all options – including those that were not selected - is a valuable output in its own right.

¹ This is an example of an already available case study where there would potentially be value to consider drilling deeper into the comparative cost benefits of the solution over other alternative options.

2.2.3 On the call for established examples, we welcome those being from England, UK or (in a minority of cases) from abroad, with consideration of how they can be made applicable to the current day situation in England. Examples can be a blend of:

- Analyses of existing examples trawled from literature, and specifically where there is real potential to add value through further consideration;

Plus

- New examples compiled by the contractor. The balance between these would be agreed with Natural England via the project officer and project steering group.

2.3 Key considerations within case studies

2.3.1 Assessment and Valuation

2.3.1.1 For each case-study, there should be a consideration of the **qualitative**, the **quantitative** assessment; the environmental, social and economic value and, where possible, the monetary assessment of values. By 'social value' we mean benefits experienced by people (not just economic benefits). While the wider social and environmental costs and benefits may be difficult to assess, these benefits should still be noted qualitatively and quantified where possible, even if they cannot be easily quantified or monetised. Benefits can be fully qualitative where the analysis shows it is not possible to arrive at meaningful quantitative results.

2.3.1.2 The comparisons may be of cost benefit (direct and indirect) and/or where appropriate the cost effectiveness of interventions. The comparison of physical measures (metrics) and flows will also be important to consider and report (such as carbon sequestered, number of visits to park, tonnes of air particulate matter captured) and, where appropriate, the comparison of natural capital asset. The analysis should provide comparative analysis of the attributes as described on pages 9-10 of this proposal (and in section 3.1.15 in particular).

2.3.1.3 Contractors will be asked to show graphically what outcome each intervention demonstrates benefit for and the relative quantity of that benefit. This will ideally be shown in a way that enables comparison across the range of benefits demonstrated by an intervention. One way of showing this is the 'benefits wheel approach'; For an example of the application of a 'benefits

assessment wheel' see the 'Benefits Assessment' section (page 3, document pagination) of Naylor et al's 2017 work <http://eprints.gla.ac.uk/150672/40/150672Appendix2.pdf> (see Annex 1 point 1. for full reference).

- 2.3.1.4 In each example, analyses must consider both quantitative and qualitative benefits against costs and clearly show levels of confidence in any costs or benefit values quoted. 'Levels of confidence' in analyses and data they refer to are very important and must be explained and shown clearly in all case studies. This can be levels of confidence in quantitative figures and/or confidence in the robustness and quality evidence of the benefits. Examples of effective consideration of levels of confidence can be seen in Natural England's Natural Capital accounts for National Nature Reserves – see Annex 1.
- 2.3.1.5 Each intervention needs to have strong scientific evidence supporting the change it brings about. We need to consider if the benefit can be quantified and, if so, how strong the evidence of that quantity is. There should be a comparison of two or more specific interventions (for example, a medical prescription and a nature-based solution prescription), which provides a service (such as improvement in health), which can be valued (e.g. considering the avoided cost to society such as to the NHS, local economy).
- 2.3.1.6 We would also like the analyses of examples to consider any dis-benefits of applying nature-based interventions. An example of this might be any dis-benefit of prescribing the use of parks without investing in appropriate supporting infrastructure in comparison to where appropriate investment is made in the infrastructure and skilled support provided.
- 2.3.1.7 Natural England also seeks a clear and concise commentary reflecting on the representativeness of the listed and analysed case studies, the potential for their transferability, and any key lessons or general principles as to the factors that determine value for money / cost-effectiveness (or not) of nature-based solutions. We envisage this would be developed with the case studies to hand and as a reflection of the options for case studies plus the case studies themselves, in addition the learning from the experience of capturing them. The contractor is asked to draw out from the options and case studies, any general principles they suggest as to what works, what success criteria looks like and in addition whether there is anything to be learnt from any failures.

2.4 Recommended methodology

- 2.4.1 The commentary in 2.3.1.7 above will inform the following further ambition. This is for the contractor to provide recommendations of practical, realistic and repeatable methodology to capture and compare nature-based solutions over other/existing delivery models in particular in urban park and greenspace

environments. Recommendations should consider how to compare valuation and non-monetised social benefits that align to the principles set out in the Treasury Green book. This may require academic analysis of model options (such as, but not exclusively limited to, cost benefits analysis, Outdoor Recreation Valuation (ORVaL) tool, Natural England's Green Infrastructure Valuation Tool and Greenkeeper tools – see Annex 1 Natural England (2013) and Annex 2).

3 Method

3.1 The successful contractor will be required to deliver the following:

3.1.1 Case Studies of comparative analysis (comprising sections 3.1.2 – 3.1.6)

3.1.2 To identify through literature and other search mechanisms comparative analyses that already exist within England or around the world that are directly relevant to this commission and where there is a strong evidence base;

3.1.3 To identify options for further comparative analyses and then undertake a number of them as agreed with Natural England;

3.1.4 For the options selected for deeper analysis, to present each comparative analysis – existing or new - in a case study that considers the attributes described within this specification.

3.1.5 To provide a summary listing of all of the options that were selected for deeper analysis;

3.1.6 To provide a complementary commentary reflecting on the representativeness of the full set of options and case studies, the potential for their transferability, and any key lessons or general principles as to the factors that determine value for money / cost-effectiveness (or not) of nature-based solutions.

3.1.7 To provide recommendations of a practical, realistic and repeatable methodology for the capture and consideration of these comparative analyses of costs, benefits and value for money of natural solutions over existing delivery models in urban park and greenspace environments.

3.1.8 To assist Natural England in presentation of the analysis and case studies through a video or webinar presentation to be delivered for Natural England and external partners at the end of the contract.

3.1.9 The priority deliverables are the outputs from 3.1.2 to 3.1.6 above

3.1.10 For each ask above and within this specification the contractor should describe

- A clear suggested methodology for how they would carry out this work;
- The method that they would apply;

And

- Importantly - how they would consider and present uncertainty and confidence in the figures that they will provide in their analysis.

3.1.11 The choice of examples to analyse will be agreed with Natural England through the project officer and/or project steering group that Natural England will convene before any comparative analyses are undertaken. While Natural England will prioritise comparative analyses that deliver against themes and outcomes set out in the aims of this project (notably section 2.1.4), it remains open to proposals that align to wider outcomes, and reserves the option to select those others that meet its priority outcomes. It is also open to considering and selecting analyses where it considers there is value in drilling deeper into previous analyses that have already been delivered. Natural England is less likely to select further analysis of examples or analyses against outcomes that it considers are already well covered by other research. As part of the decision process, the contractor will be asked for its views on whether an outcome is already well covered or not by other analyses.

3.1.12 Analyses of benefits should in principle seek to align to the requirements for appraisal as set out in the [Governments Green Book](#), which defines appraisal as “the process of assessing the costs, benefits and risks of alternative ways to meet government objectives. It helps decision makers to understand the potential effects, trade-offs and overall impact of options by providing an objective evidence base for decision making”.

Appraisal is underpinned by:

- Having a clear rationale for intervention
- Consideration of how best to meet objectives, filtered down to a set of viable short-list options.

3.1.13 Analysis of short-list options: The Green book defines this as “where the expected costs and benefits of an intervention are estimated and the trade-off between costs and benefits is considered. This is referred to as Social Cost Benefit Analysis (CBA) or, where appropriate, Social Cost-Effectiveness Analysis (CEA), which compares the costs of alternative ways of producing the same or similar outputs.

3.1.14 We appreciate that it can be challenging to put an economic value on some of the benefits and services derived from nature and green infrastructure. Therefore, we anticipate some proposals will only consider qualitative comparisons. We are also open to consider alternative proposals other than cost-benefit analysis and cost effectiveness, where it would be difficult to achieve this. Contractors will need to consider how they will indicate within the results of their analyses the level of confidence in the values that they arrive at. Examples of how levels of confidence may be considered and presented can be seen in Natural England publication NERR078 [Natural Capital Account of the National Nature Reserves managed by Natural England](#).

3.1.15 Natural England is open to proposals for interventions that can be considered in analyses -based on what delivery solutions that it is possible to compare - and for how these comparative analyses are best undertaken. We envisage that comparative analysis should cover at minimum the following attributes:

A - For each intervention:

- The issue the solution is seeking to address; how the intervention addresses that issue;
- The range of outputs, outcomes and benefits - direct and indirect – that would be provided through an intervention (when compared against the counterfactual, of where an intervention or interventions are not applied). Analyses should also highlight who are the beneficiaries, including the individuals or bodies who benefit and the agendas that benefit. Immediate, short, medium and longer term outcomes and benefits should be stated;
- Cost of the intervention;
- The cost benefit and cost effectiveness of the option (of the immediate cost benefit and effectiveness, and where practical and there is value in considering it, the whole-life cost benefit and effectiveness);
- Cumulative 'value for money'² of the option;
- Any negatives/dis-benefits that would arise from applying the nature-based intervention over the alternatives it is being compared with;

The contractor is welcome to recommend in the proposal additional or alternative attributes that they believe should be considered as essential to the analysis.

B - For the comparative analyses:

- The range of alternative and more traditional options that exist to address that issue;
- Comparison of all attributes listed in list A above for each interventions.

3.1.16 Comparison can be simply between two interventions (one being the nature-based intervention) or between multiple interventions where a range of alternative options exist.

3.1.17 The comparative analysis should:

- Identify the positives/additional benefits of applying the nature-based solutions over existing delivery solutions;

² Value for money as defined by the [Governments Green Book](#) in particular Chapter 5

- Identify any negatives/dis-benefits arising from applying the nature-based solutions over existing delivery solutions.

3.1.18 The intention is for this work to provide Natural England with a number of clear and concise worked up case-study examples that it can provide in support of advocacy of the case for nature-based interventions delivered in parks, greenspaces and wider Green Infrastructure. Thus, nature-based interventions are demonstrated as realistic and beneficial alternatives to other and more traditional delivery solutions. The contractor will be expected to design format, compile and provide final version of these case studies in a form that is to Natural England's satisfaction.

3.1.19 The choice of examples for deeper analysis and development into case studies will be made as early as possible in the contract period by Natural England project manager in dialogue with the project steering group. The decision will be made once Natural England is in receipt of the contractors' proposals of the range of options for analysis and has had time to consider them. Options can be new or can be existing analysis where the contractor believes – and Natural England agrees – there is value in a deeper analysis to put for the first time a value on the options and benefits they consider. Natural England reserves the right to ask the contractor to look further for suitable options should it be unsatisfied with the relevance, number and quality of the options proposed.

3.1.20 Each case study will need to follow a consistent model. They will need to in particular:

- Provide case title and insight into where and when any examples being referred to are applied;
- Show in diagram or summary and/or illustration by images the range of agendas the interventions benefit and to what degree;
- Summarise what the interventions being considered are and the benefits being sought;
- Consider the pros and cons of each intervention;
- To consider all attributes listed as covered within the analysis and comparative analysis on pages 8-10;
- Include clear references to further sources of information.
- In presentation, be clear, logical, concise and in plain language and meet the requirements of Natural England's style guide (see Annex 3)

3.1.21 The final content and format will be agreed with the Natural England project officer.

3.2 Framework model option

- 3.2.1 While the primary objective is to secure the broadest possible range of comparative analyses, Natural England would also welcome the contractor's proposals for a replicable model for capture and presentation of further, future comparisons that:
- Are easy to undertake without specialist expertise with minimal training and guidance – ideally by Natural England or local authority staff and partners involved in delivery;
 - Provide robust and consistent outputs;
 - Enable comparison with the analyses provided through this project and any provided through similar approaches adopted by others.
- 3.2.2 The proposals can be of an existing model or the contractors own model or any combination of those. The contractor will be expected to provide:
- A clear and logical description of the framework model;
 - Clear, logical and easy to follow guidance on its application that includes one or more worked examples of its application.

4 Deliverables

- 4.1 The contractor will need to provide the following outputs:
- 4.1.1 An introduction to explain what nature-based solutions are and to set the scene for the case studies;
- 4.1.2 A number (to be agreed with the project manager) of worked up, well written and visually presented case study examples that meet the aims of the proposal as set out above. Contractors are invited to confirm the number of studies that it will be possible to undertake and complete within the time and resource they consider is necessary to deliver the contract. **Natural England invites proposals that set out the time and resource requirements necessary to deliver either 10 or 15 worked-up case studies.** Quality of case studies and arguments they contain, plus the relevance of case studies is as important as numbers of studies; we will give preference to 10 stronger and more relevant and better developed case studies over 15 that are weaker.
- 4.1.3 A summary listing, spreadsheet or database - with references - of the case studies options identified by the contractor and from which the final worked up examples were selected. This should ideally be in a format that enables them to be compared or grouped by type of intervention, scale and benefit(s);

- 4.1.4 Within each case study, a supporting methodological statement that clearly explains how the comparative costs values and benefits have been arrived at, estimated and valued; and any caveats and assumptions that have been made;
- 4.1.5 A complementary commentary reflecting on the representativeness of the full set of options and case studies (as described in 3.1.6 in the method above);
- 4.1.6 An easy to apply framework methodology for undertaking comparative analysis between delivery options.
- 4.1.7 All outputs are to be provided as PDF plus editable Word/PowerPoint versions that meet Natural England's style guide (see Annex C) and are to Natural England's satisfaction. The resulting Intellectual Property Rights (IPR) and copyright to the final materials produced and any images they contain will be owned by Natural England. Whether they meet this requirement will be determined by the project officer and steering group. Any documents including Excel spreadsheets showing workings should also be provided, such that quality assurance of workings can be undertaken by Natural England.
- 4.1.8 The Contractor will be required to assist Natural England in presentation of the analysis and case studies through a video or webinar presentation to be delivered for Natural England and external partners – notably those involved in the Parks Action Group - at the end of the contract.

5 Key timescales

- 5.1 The project will be managed by a Natural England project officer, with the involvement of a project steering group.
- 5.2 Proposed timescales are as follows:
- Project initiation call, shortly after contract awarded;
 - Inception meeting between project steering group and supplier in January 2020, by videoconference (to be confirmed);
 - Fortnightly teleconference or videoconference/phone call thereafter to update Natural England Project Officer on progress, with steering group participation if required technically. E-mail update on progress against the project plan and any issues arising, to be provided 24 hours before each meeting;

- Presentation of option choices for further analysis in mid/late January 2021;
- Draft report of analyses and outputs end February 2021;
- Presentation of final draft outputs in March 2021;
- Final outputs to be provided to Natural England by 23 March 2021;
- Presentation of outputs to Natural England and identified key partners by 31 March 2021.

5.3 Contract period

5.3.1 It is anticipated that this contract will be awarded for a period of 3-4 months, starting in December 2020 to end no later than 31 March 2021. Prices will remain fixed for the duration of the contract award period.

6 Sustainability

6.1 As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to Natural England's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project. The successful contractor may be able to provide a copy of their environmental policy and any environmental accreditation schemes such as ISO 14001 or EMAS which they have been awarded or are working towards. Alternatively, a brief statement of how sustainability is considered by the contractor in projects should be provided.

7 Annexes

Annex 1 - Relevant Key Literature (including that referred to in the Specification)

Annex 2 - Model options referenced

Annex 3 - Natural England's style guide. Downloadable via this link: [Natural England evidence report: writing guidance](#)

Annexes

Annex 1 – Relevant Key Literature (including that referred to in the Specification)

1. Naylor et al (2017) Greening the Grey - A Framework for integrated grey green infrastructure (IGGI), University of Glasgow – see <http://eprints.gla.ac.uk/150672/> - and specially for an example of the

application of a **'benefits assessment wheel'** which can be seen on page 3 (document pagination) of this appendix:

<http://eprints.gla.ac.uk/150672/40/150672Appendix2.pdf>.

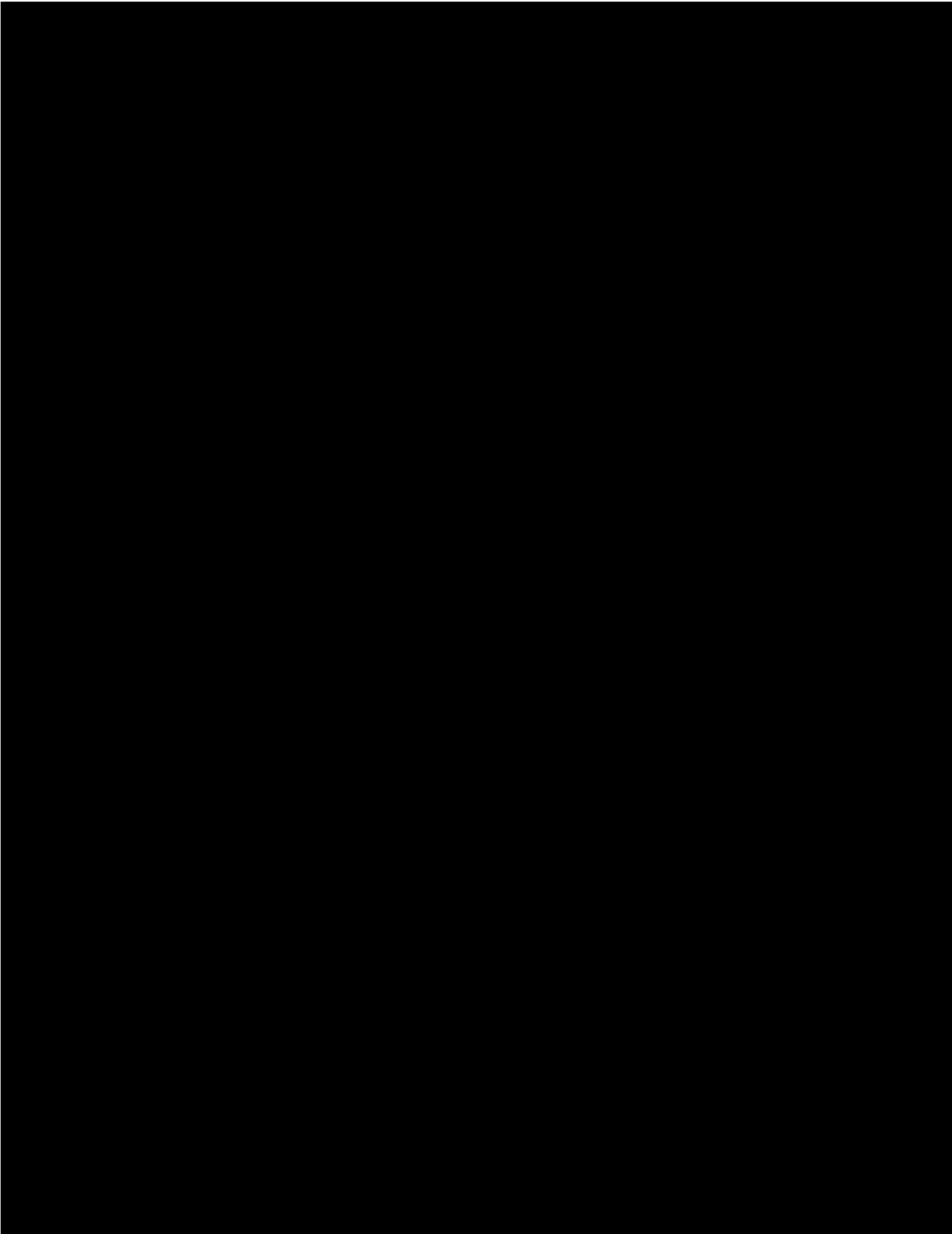
2. HM Treasury (2018) The Green Book - Central government guidance on appraisal and evaluation – see https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/685903/The_Green_Book.pdf
3. Natural England (2019) Accounting for National Nature Reserves: A Natural Capital Account of the National Nature Reserves managed by Natural England (NERR078) – see <http://publications.naturalengland.org.uk/publication/4535403835293696> - for consideration of confidences
4. Natural England (2013) Green Infrastructure- Valuation Tools Assessment – see <http://publications.naturalengland.org.uk/publication/6264318517575680>
5. Parks Alliance on behalf of Parks Action Group (2020) – Making Parks Count: the business case for investment in Parks - see <https://www.theparksalliance.org/making-parks-count-the-case-for-parks/>
6. Sport England (2017) Active Design case study: Active Parks – Lets take this outside. https://sportengland-production-files.s3.eu-west-2.amazonaws.com/s3fs-public/active-design-active-parks-case-study-march-2017.pdf?3irXdTM9P9mG_GjTaaLL8NOC7Aubw6uq

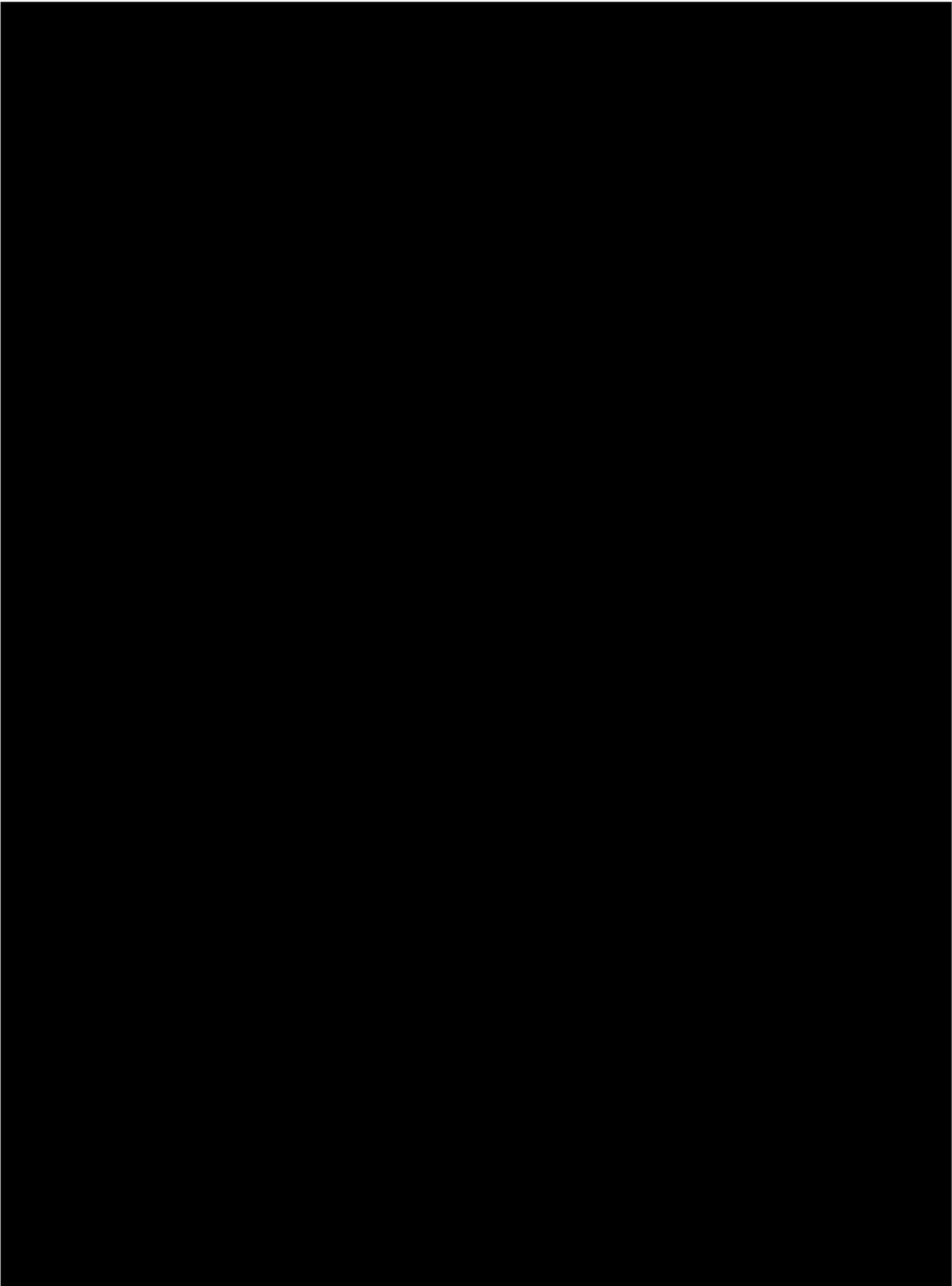
Annex 2 – Model options referenced

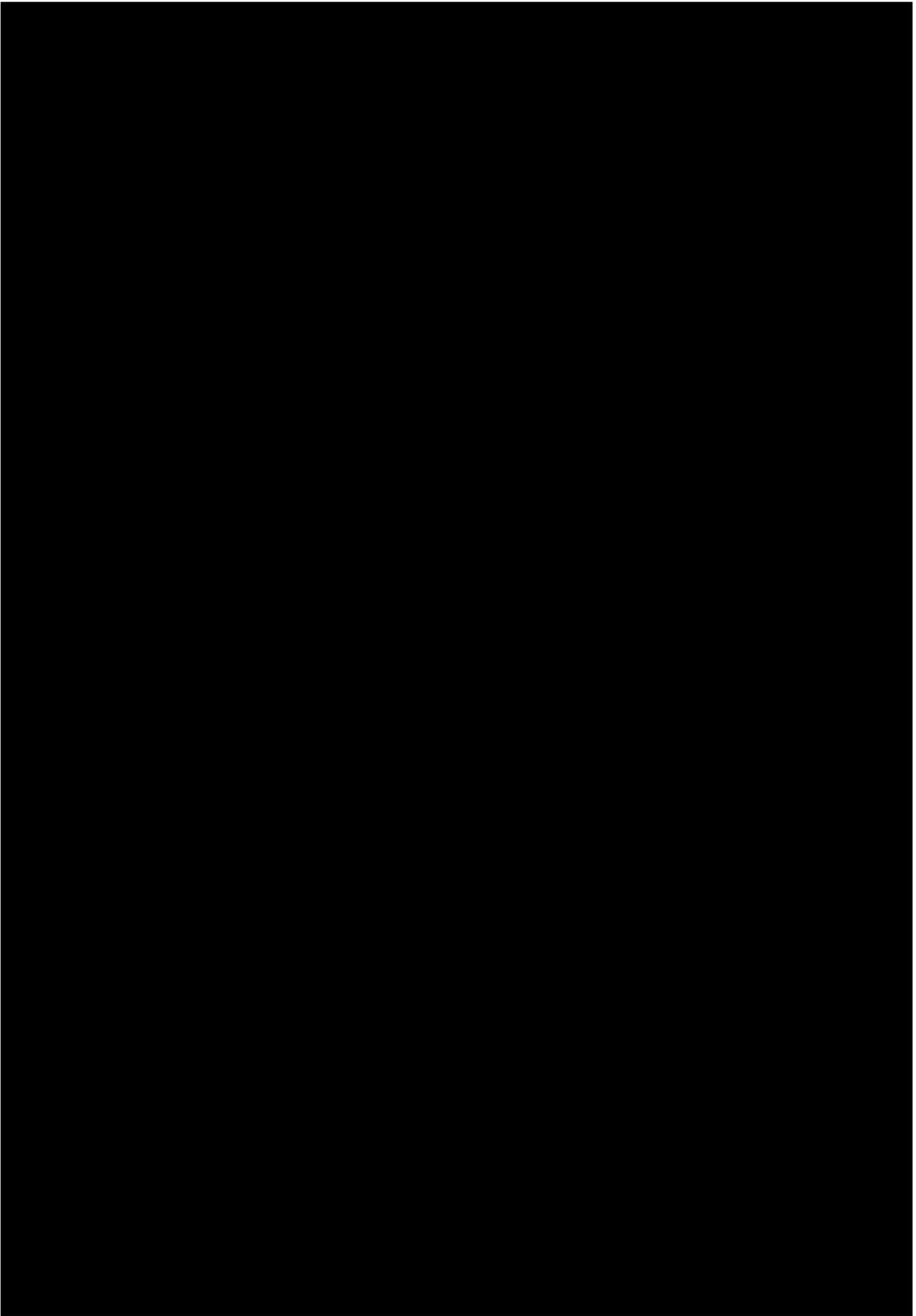
- **Natural England's Green Infrastructure Valuation Tool**
<http://publications.naturalengland.org.uk/publication/6264318517575680>
- **Outdoor Recreation Valuation (Orval) tool**
<https://www.leep.exeter.ac.uk/orval/>
- **Greenkeeper tool** <http://www.greenkeeperuk.co.uk/>

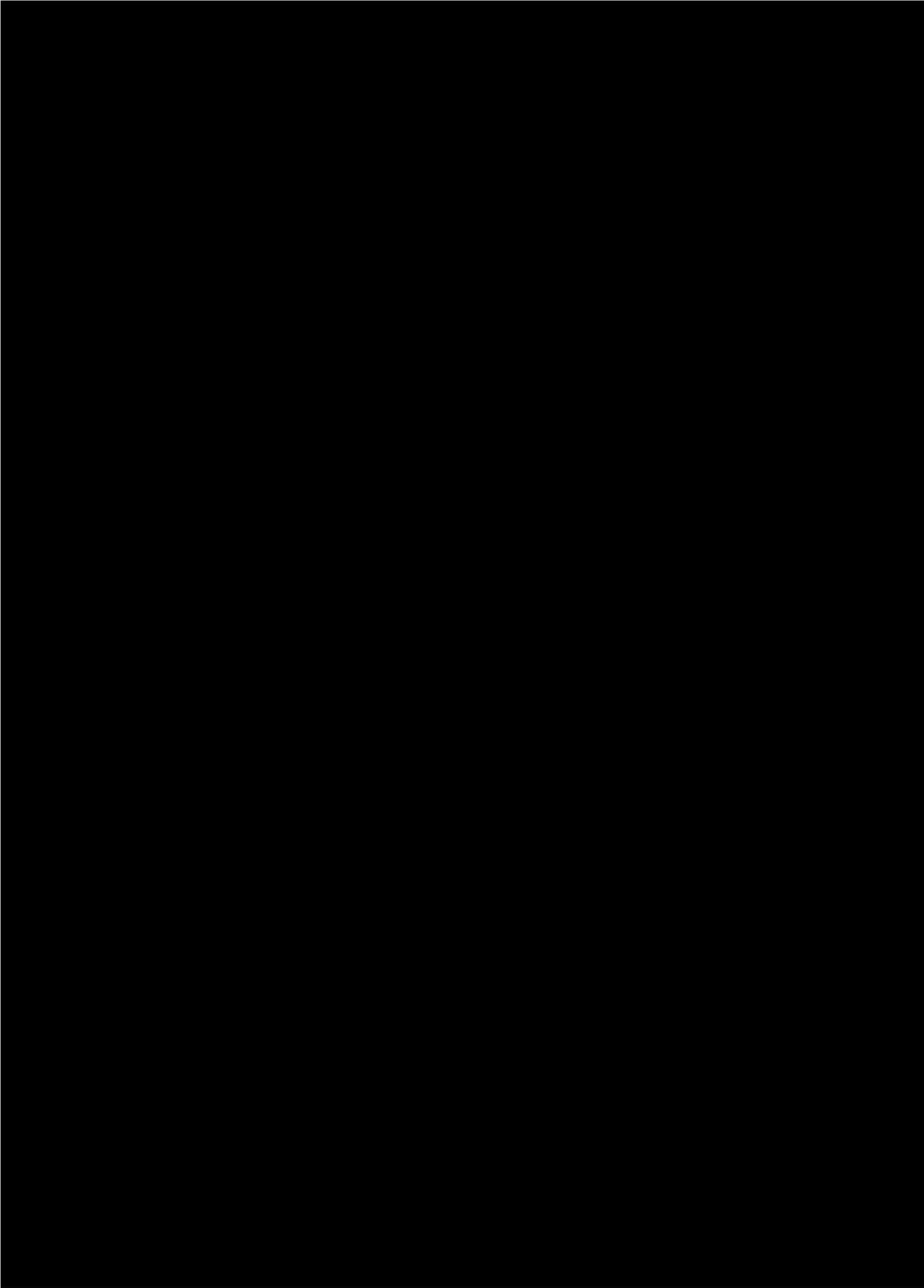
Annex 3 – Natural England style guide

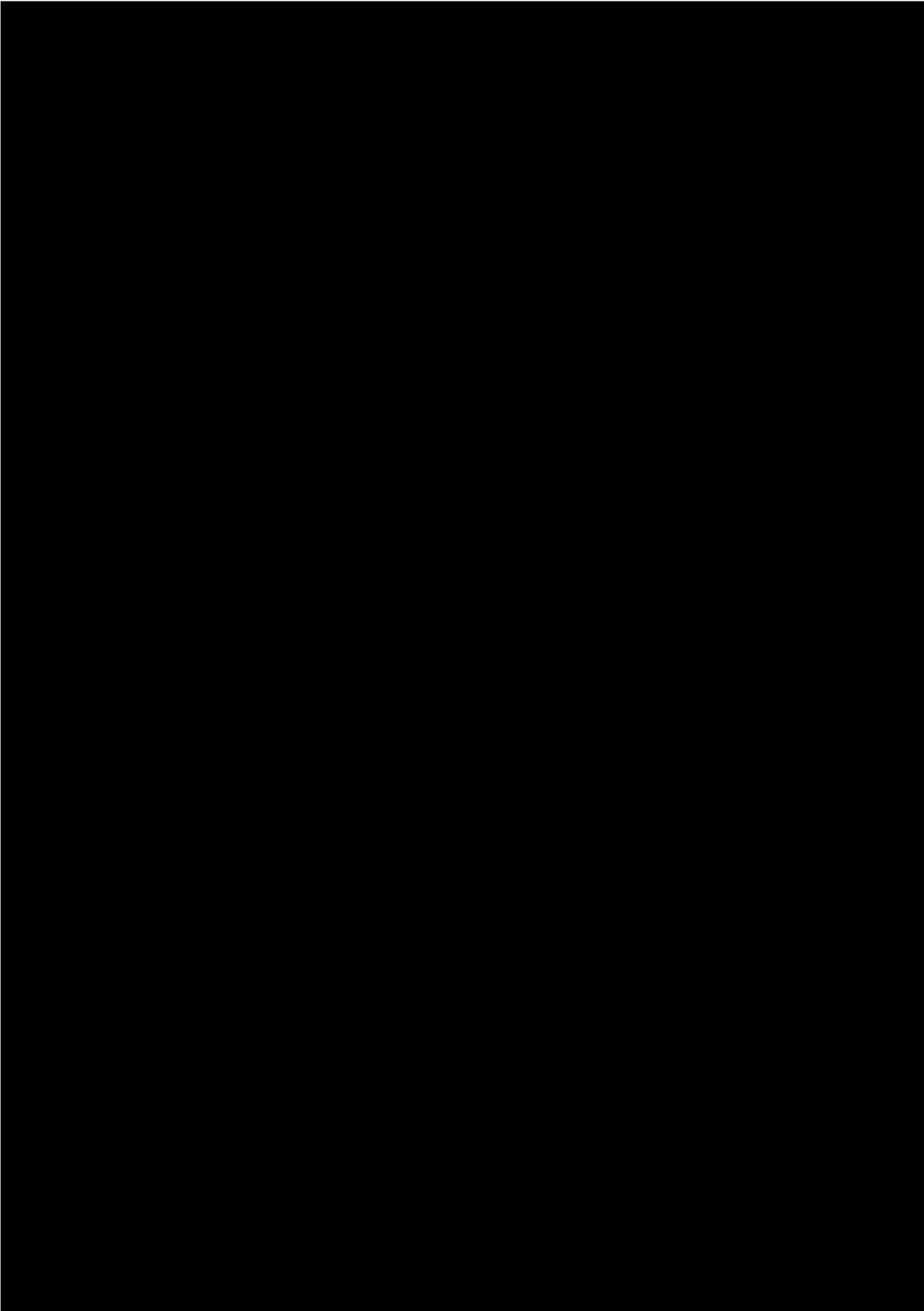
Downloadable via this link: [Natural England evidence report: writing guidance](#)

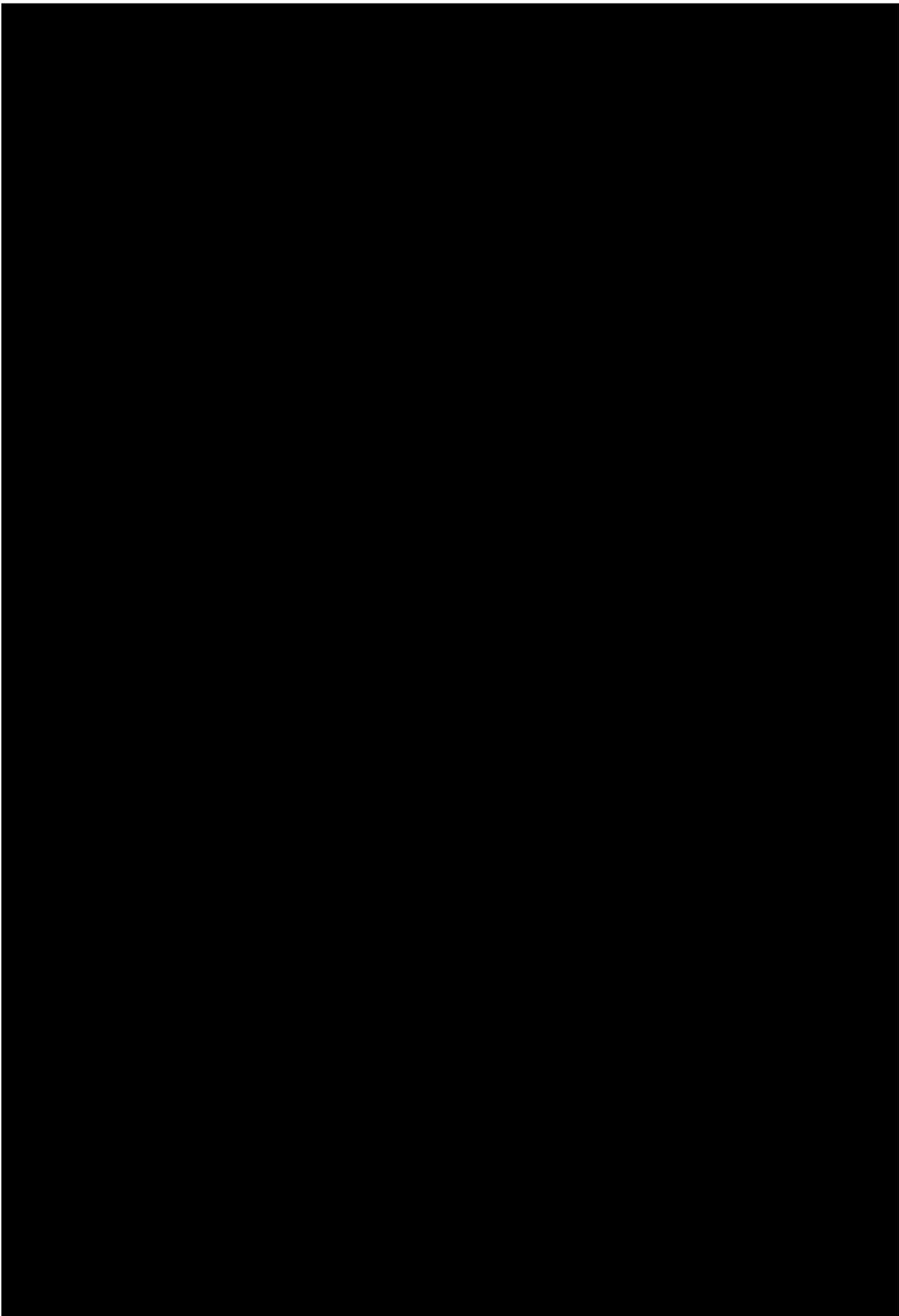


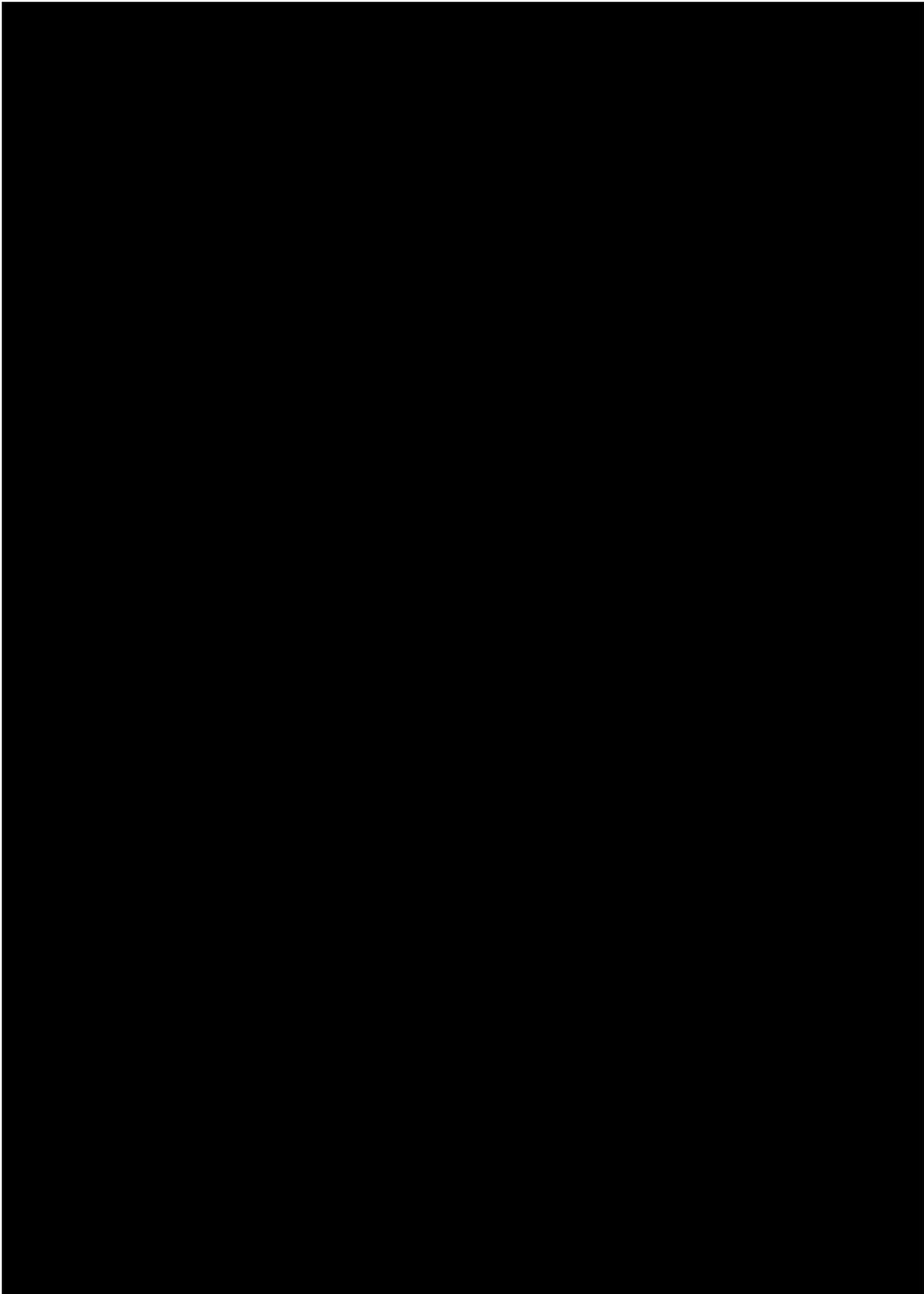


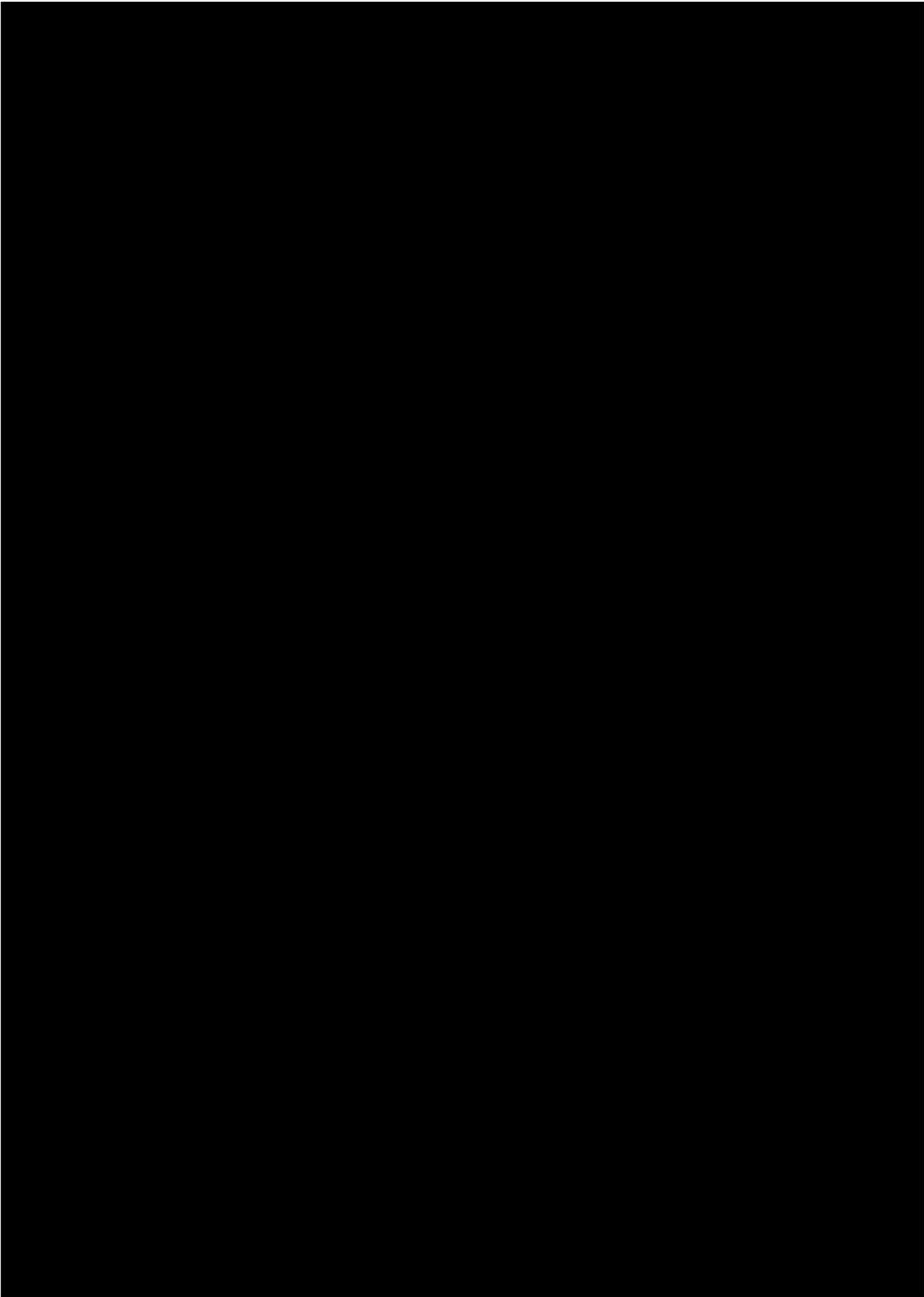


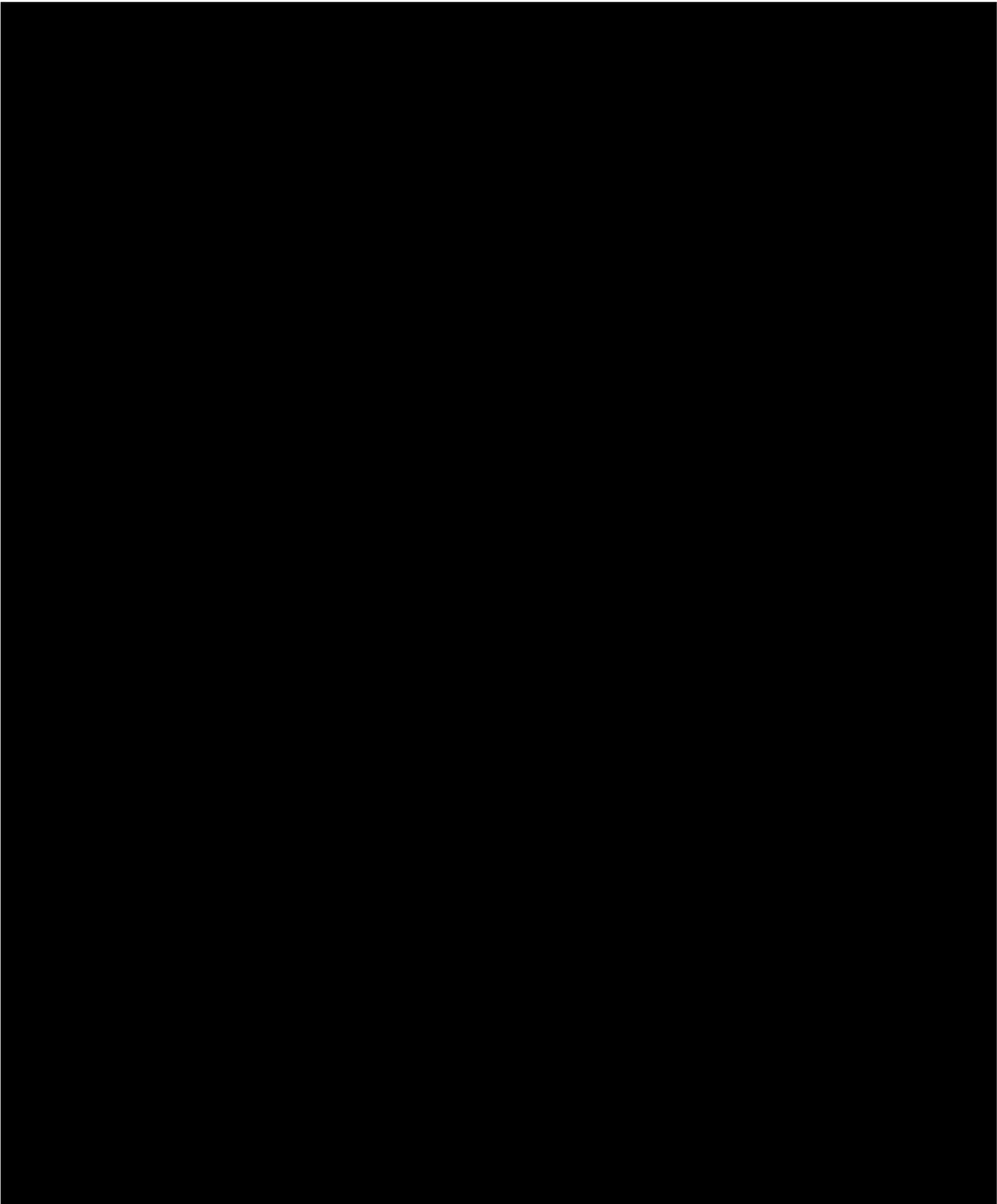


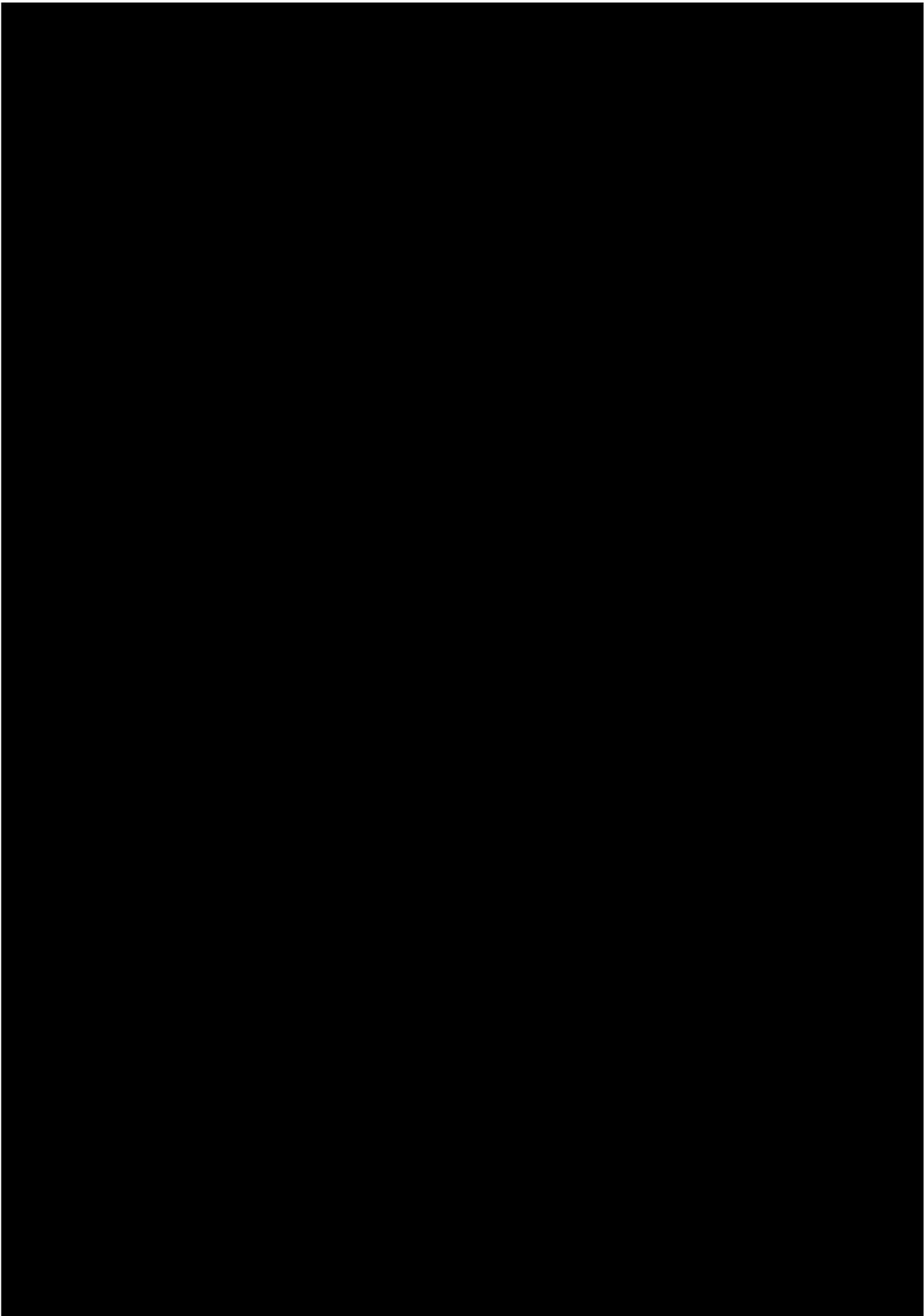


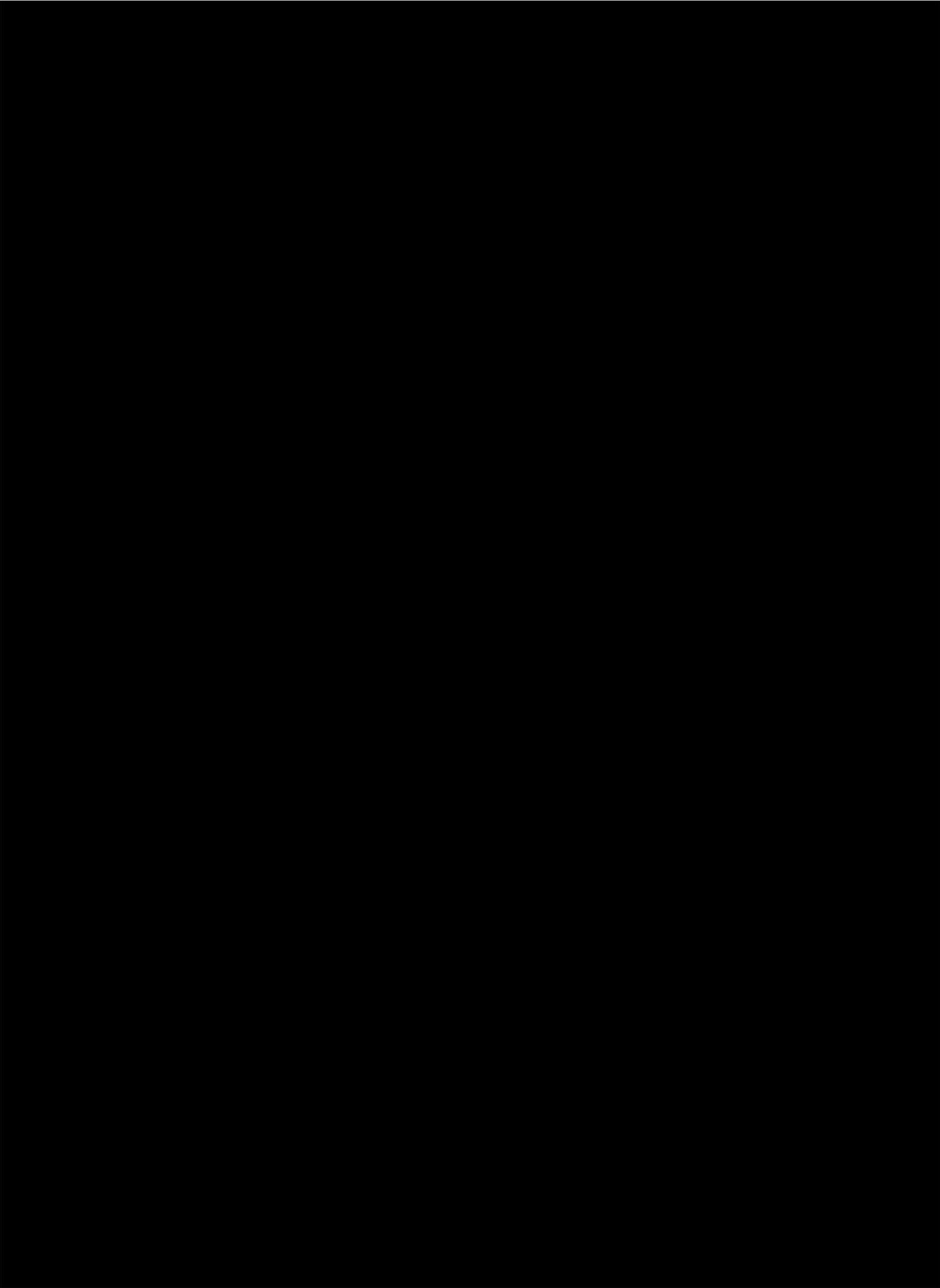


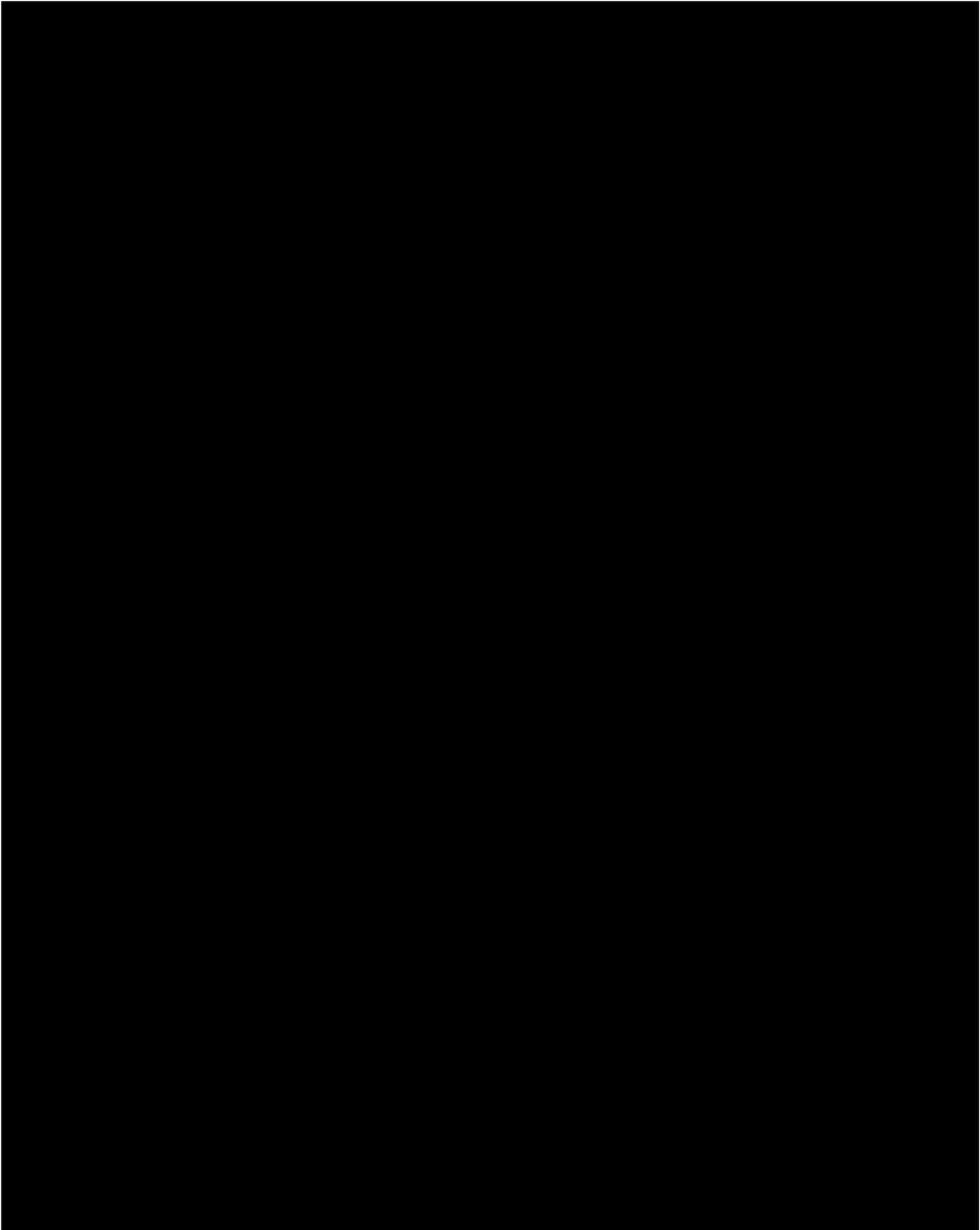


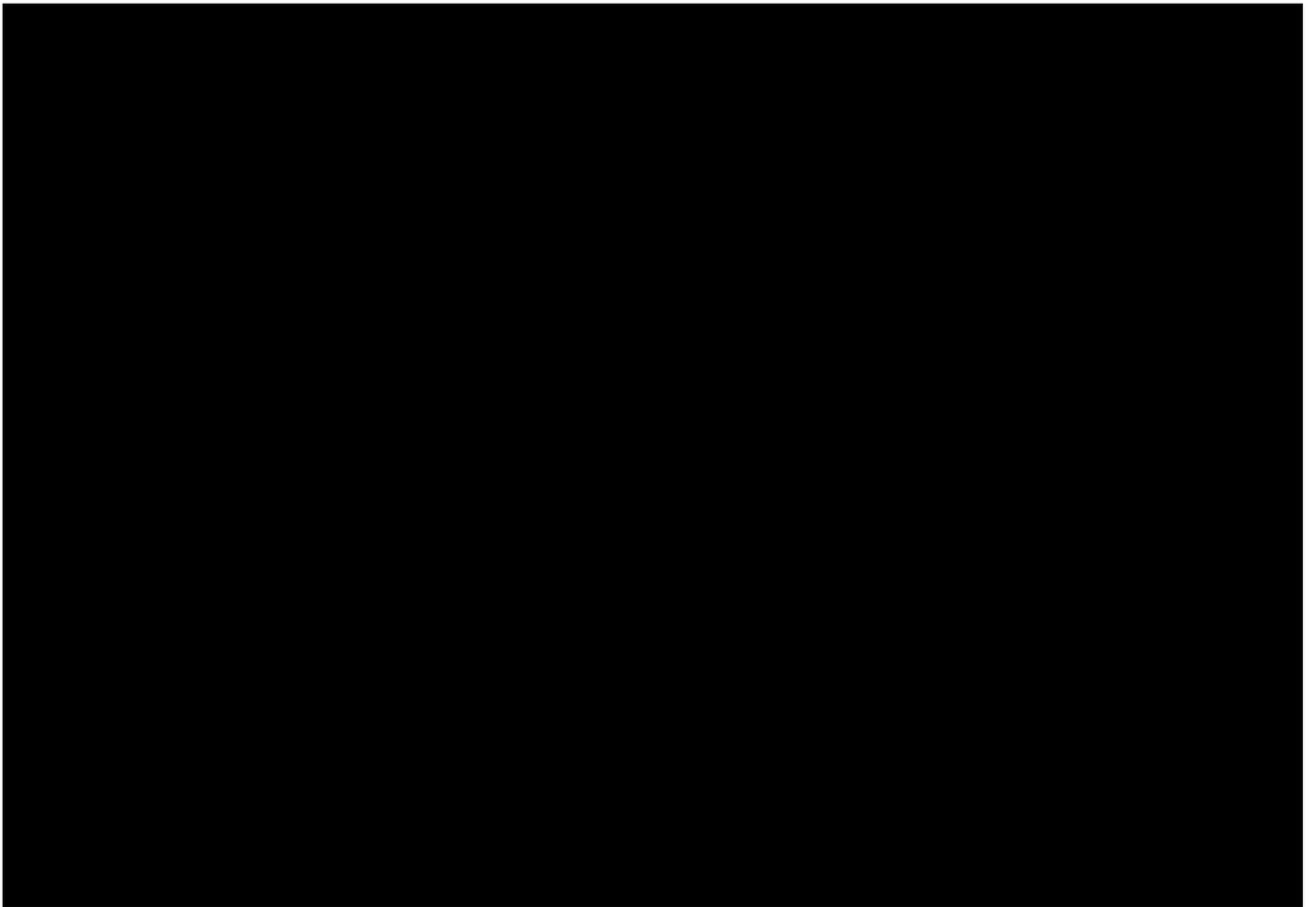








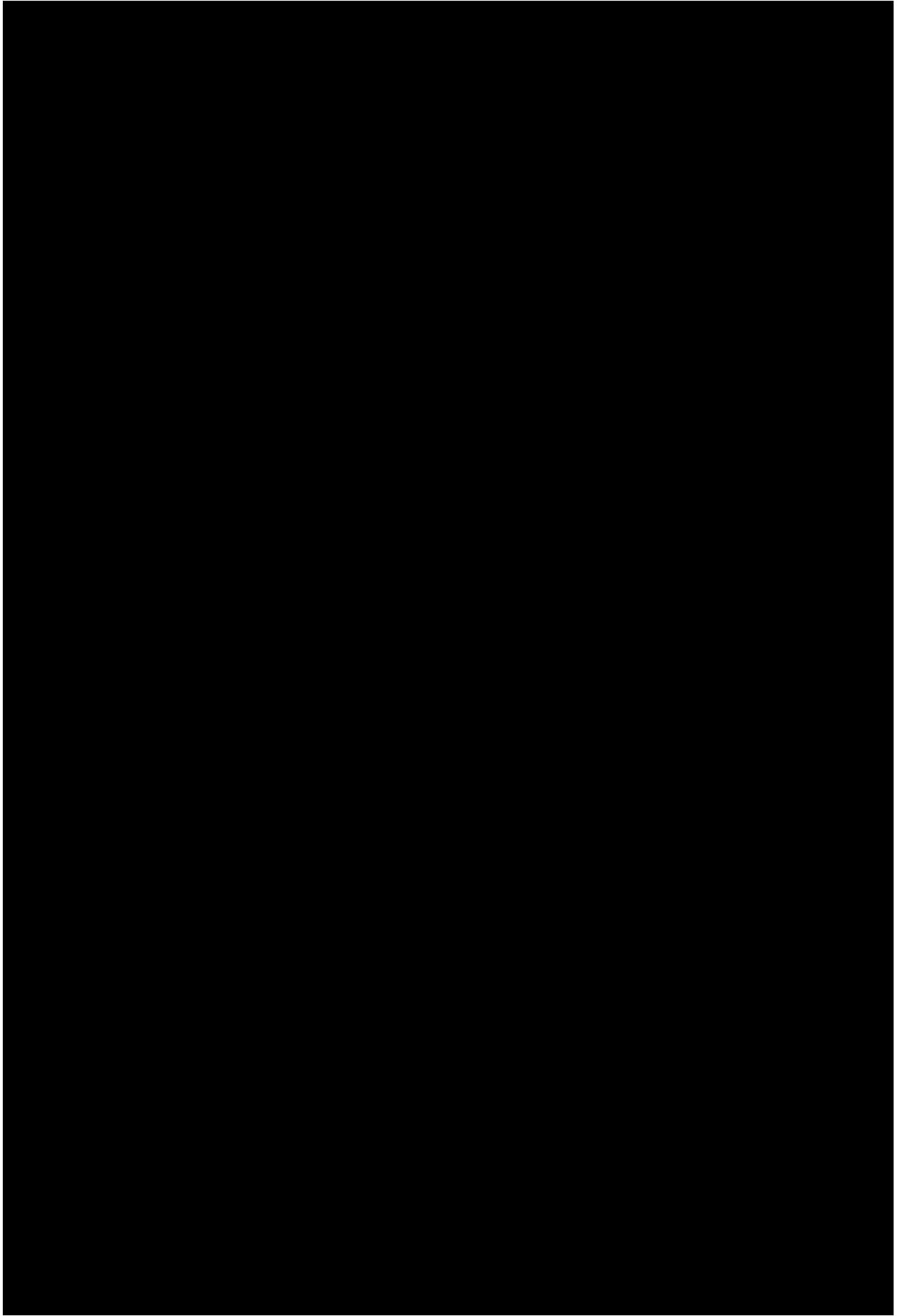


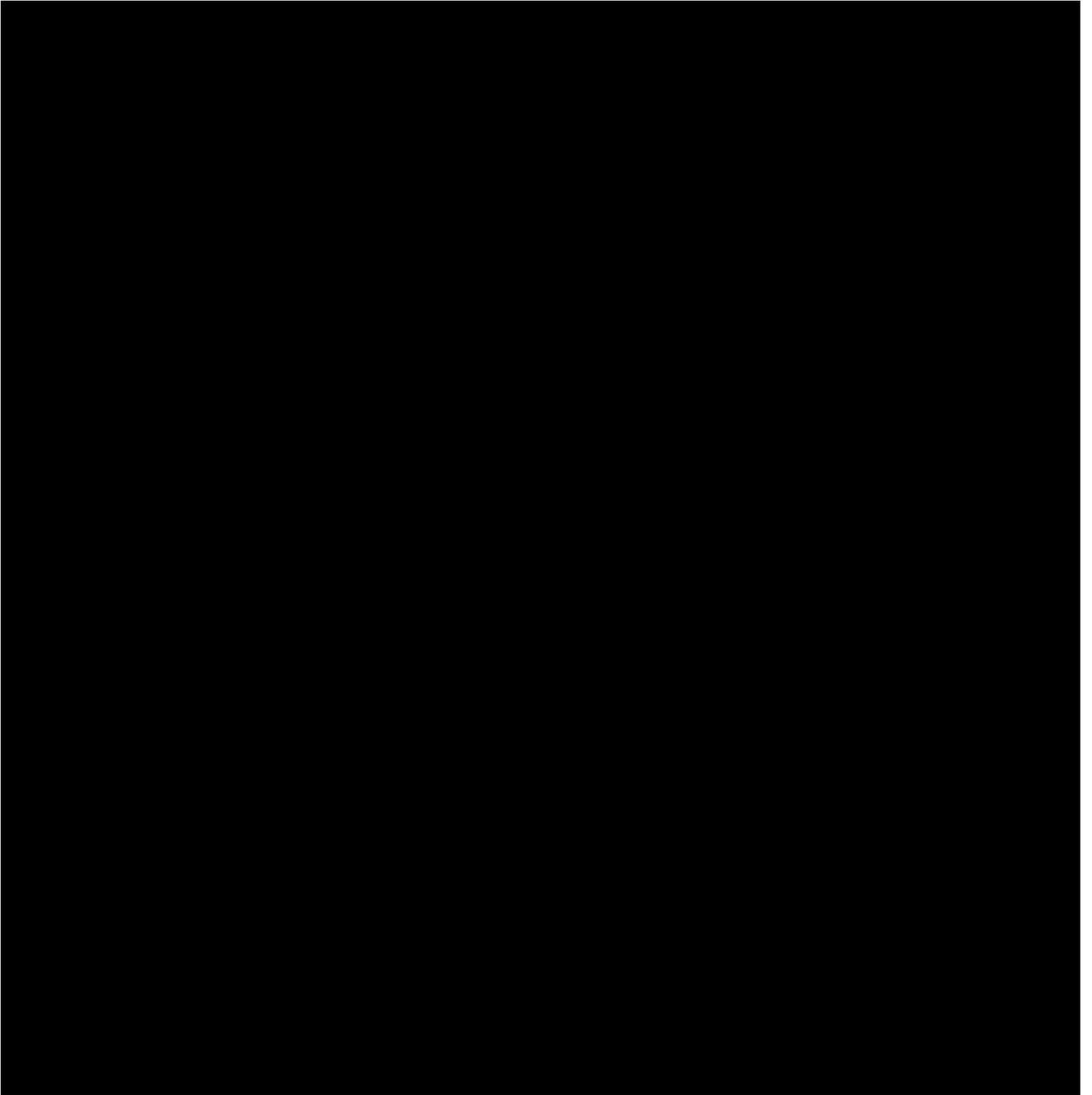


SCHEDULE 2 - PRICES

Option 1 – 15 Case studies

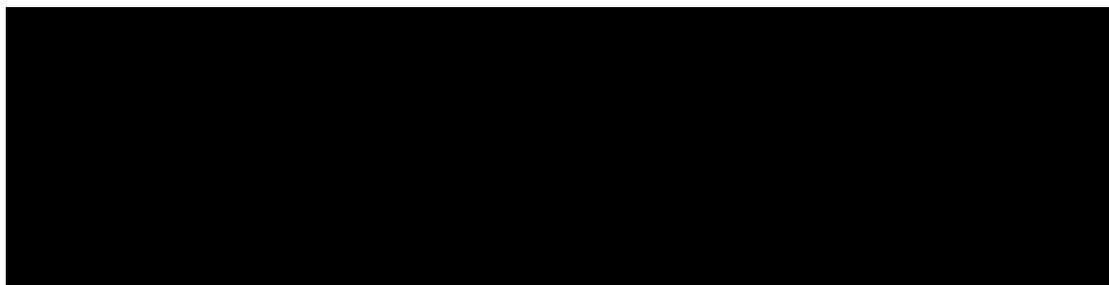
£31,240 excluding vat - £37,488 including vat





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.



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 of data is needed to ensure the Supplier can fulfil its contractual duties and deliver the services to Natural England required.
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	The nature of the processing will be in accordance with and to facilitate the delivery of the contact.
Type of Personal Data	N/A
Categories of Data Subject	No personal data.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Supplier will retain data for the minimum required time. The timing to return or destroy any data will depend on the contract or permitted reason for entering into the relationship and would be in accordance with the Supplier's project plan. This is likely to be a maximum of three or six months from the completion or termination of any contract or permitted reason. Data will be destroyed in line with the terms of the Contract.

