



Department  
for Environment  
Food & Rural Affairs

# Short Form Contract Contract for Services – NE Yorkshire Peat Pilot

Contract Reference ECM\_57024

December 2019



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**THIS CONTRACT** is dated 23 December 2019

**BETWEEN**

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

Yorkshire Wildlife Trust, [REDACTED] (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](http://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 13 January 2020 (the “**Commencement Date**”) and ends on 16 March 2020 (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 as per the payment schedule in the specification to the Authority at the following addresses: [Accounts-Payable.neg@sscl.gse.gov.uk](mailto: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.
- 10.18. [Where the Parties include two or more Joint Controllers as identified in Schedule 3, in accordance with GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of Clauses 10.3 to 10.16 for the Personal Data in respect of which they are Joint Controllers.]

## 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 ("**Bravo**").
- 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

## PROJECT SPECIFICATION

3.1 The project can be broadly split into 4 related elements. These are:

### Site Reports

3.2 A report for each of the two identified sites in Appendix 1 (Wheeldale and Glaisdale) on:

- 3.2.1 Extent and depth of peat soils. Map the extent of peat soils across the survey areas shown in Appendix 1 using a standard survey protocol - as a guide sampling points should be at least every 200m across the areas, but more frequent where significant changes occur and potentially less frequent where there are large areas of relatively uniform habitat. This will include areas of 'deep peat' (i.e. 40cm or deeper) as well as areas of 'shallow peat' (i.e. less than 40cm deep).
- 3.2.2 Condition of peatland soils, peatland habitats and the biodiversity they support. Survey stops (a minimum of 10 per SSSI unit which should gather a representative sample of the habitats contained within the unit) should be reported in terms of Natural England's Integrated Site Assessment (ISA) variables, which are based on the Common Standards Monitoring (CSM) guidance for Upland habitats<sup>1</sup>. The attached document (NYM\_FCT) lists in Table 3 the required attributes, measures and site specific targets of the different habitat types. The sites should be assessed for Favourable Condition status using this set of indicator targets. In addition, the 'states' of deep peat (where found) should also be reported as per the Blanket Bog Land Management Guidance<sup>2</sup>. This will see each discrete area of blanket bog mapped and categorised for its state e.g. bare peat, dwarf shrub dominated blanket bog, sedge dominated blanket bog etc. Peat core investigations should be used to gain a representative sample of previous historic vegetation cover
- 3.2.3 State of the hydrology and hydro-ecology. This section will need to include detailed discussion and mapping around the existing hydrology of the site. This may include Digital Surface or Elevation Models as appropriate. See Appendix 6 for further information concerning the Digital Elevation Model needed for input into the

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<sup>1</sup> <https://hub.jncc.gov.uk/assets/78aaef0b-00ef-461d-ba71-cf81a8c28fe3>

<sup>2</sup> <http://www.moorsforthefuture.org.uk/blanket-bog-land-management-guidance>

DigiBog\_Hydro model (section 3.4.1) which will assess how peatland restoration activity may change with climate change.

- 3.2.4 Reasons for ecological condition of peat. This section will need to include detailed discussion around the following as a minimum (there may be other reasons for the ecological condition of the peat that will become apparent when the site survey is carried out): Water table, evidence of peat cuttings, grips/channels/hags/peat pipes/gullies/cracking/bare peat, grazing levels, burning/cutting regime, vegetation composition and level, a consideration of the peat in the upper layers below the surface.
- 3.2.5 Practical and perceived barriers to restoration. This section will need to include detailed discussion around the following as a minimum (there may be other practical or perceived barriers to restoration): interaction with Historic Environment features, financial limitations, limitations of relevant Government AES rules, access issues, conflict with current management techniques, and efficacy of restoration techniques.
- 3.2.5.1 A consultation with the local Historic Environment Record (the North York Moors National Park Authority) will be required to identify the presence of significant historic assets and make appropriate recommendations for their future management. This consultation will help inform the partial restoration scenario (section 3.3.2).
- 3.2.5.2 A walkover survey to record known historic peat cuttings at Glaisdale will be required in order to produce a feasible restoration plan for that site.

## **Restoration Plans**

- 3.3 Restoration plans for the areas identified including new and bespoke techniques with costings. Two plans per area are required.
- 3.3.1 A full restoration plan - assuming unlimited funds/no bankrolling restrictions, no issues with timescales, assumes all trade-offs and constraints are lower priority than realising full peatland restoration, etc. This full restoration plan should be completed before the partial restoration plan, and submitted to Natural England as soon as completed to allow early analysis.
- 3.3.2 A partial restoration plan – accepting limits of real world barriers (identified in the Site Report stage) such as limited funds/bankrolling restrictions, Historic Environment mitigation/avoidance, restricted timescales, balancing trade-offs and constraints, etc. Discuss with Natural England and the land managers those measures which can be realistically achieved within a 2 year Countryside

Stewardship (CS) Capital Works plan. Such measures should be targeted to address the highest priority areas for restoration. This should take into account what works can be achieved within seasonal windows and also what costs the Applicant is willing to support before these can be claimed back via CS. It may avoid areas identified as sensitive if initial consultation suggests that 3rd party consent will not be granted e.g. a Scheduled Monument Consent.

## **Evidence Synthesis/Final Report**

- 3.4 The contractor must produce an evidence synthesis applying existing modelling and knowledge to the data gathered from the survey in order to identify the effect of restoration on public benefits and trade-offs.
- 3.4.1 The contractor will work with the DigiBog\_Hydro model and the Optimum Peatland Restoration (OPR) Project delivered by the Yorkshire Integrated Catchment Solutions Programme (iCASP), and any other models/datasets (including but not limited to data available from the Environment Agency or Yorkshire Water) as appropriate. There will be a requirement to engage with iCASP to ensure the specific data requirements and ecosystem modelling techniques being used are appropriate. Further details about the DigiBog\_Hydro model can be found in Appendix 7 and details about the OPR Project can be found online<sup>3</sup>. The DigiBog\_Hydro model is expected to be fully in the public domain with an accompanying user-manual by the end of October 2019.
- 3.4.2 The indicator framework in Appendix 3 identifies indicators for a suite of core ecosystem services expected to be achieved from the restoration of peatlands. These services are considered to be synergistic, in that peatland restoration management can potentially enhance all of these services. Peatlands in a range of states of degradation can also support a wider suite of ecosystem services. However a number of these wider services, and in particular the provisioning services, result in trade-offs in the core services. For some services e.g. peat provision/turbary, they preclude all other services. Trade-offs in ecosystem services will need to be addressed in this section.
- 3.4.3 Trade-offs should seek to look at the implications for bigger solutions such as policy change and spatial planning. This should allow for trade-offs at a larger landscape scale to be mitigated. Trade-offs should also recognise the main issues with respect for resolution of conflicts (including policy), then the trajectory of change including milestones to the end goal.

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<sup>3</sup> <https://icasp.org.uk/projects/opr/>

- 3.4.4 The Ecosystem Services Transfer Toolkit - NECR159<sup>4</sup> is a literature review of how land management interventions affect the provision of ecosystem services. The literature review has recently been updated by York University, and the new Managing for Ecosystem Services Evidence Review (MESER) tool<sup>5</sup> includes a feature to enable PDF summaries to be produced of the evidence related to a management intervention's (e.g. restoration of peatland vegetation) effect on ecosystem services. MESER can be used to consider the evidence in relation to synergies and trade-offs.
- 3.4.5 The report should consider the benefits and any negative trade-offs at various scales within the site (sub-site, whole site, holding or landscape scale) as is appropriate to the situation. The report should consider the impact of these approaches in the context of greenhouse gases retained in storage (peat mass in good condition), released from degrading peat mass and those sequestered by new well-functioning wetland habitats.
- 3.4.6 This final report must include an evaluation for each site of the increased public benefits expected to be generated as a result of the proposed intervention regimes (partial and full, see section 3.2), including resilience to climate change. This will be reported in line with the indicator framework for core regulating ecosystem services from peatland sites found in Appendix 4. The report will also look to assess these changes in comparison to a non-intervention scenario. The reports for each site should be distinct and separate to enable dissemination to each individual participating estate.
- 3.4.7 A narrative summary, both in general as well as for each of the two sites, should be produced to enable more widespread understanding of the findings of the Project. This should include an overview of the points raised above and summarise the barriers to restoration as well as the benefits and trade-offs that each scenario would entail.

### **Moorland Change Map data**

**3.5** In addition to the data collected to inform the Site Reports (see section 3.1), data will also be simultaneously collected about different areas of vegetation class from all four sites identified in Annex 1 (Wheeldale, Glaisdale, Levisham and Fylingdales) to be used by Natural England in the training and validation of a remote sensing product (Moorland Change Map). Appendix 2 details the specification required for this data collection.

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<sup>4</sup> <http://publications.naturalengland.org.uk/publication/6742480364240896>

<sup>5</sup> <https://meser.simomics.com/>

## **PART 4: PROJECT RESULTS**

### **Specific outputs**

4.1 A site report for each site (Wheeldale and Glaisdale) detailing:

- Extent and depth of peat soils
- Condition of peatland soils, peatland habitats and the biodiversity they support
- State of the hydrology and hydro-ecology
- Reasons for ecological condition of peat
- Practical and perceived barriers to restoration

4.2 Two fully-costed restoration plans:

- Full restoration
- Partial restoration

4.3 Evidence Synthesis/Final Report:

- Including an evaluation of the public benefits and trade-offs afforded by core ecosystem services across the two sites.

4.4 Moorland Change Map Data

- The specification for these outputs can be found in Appendix 2.

### **Reporting and specification for data outputs**

4.5 Report content will be determined by the particular tasks specified, but they should normally follow the structure:

- Summary, including an executive summary of the study aims and main findings; plus client details, SBI number, name and qualifications of contractor, date work carried out and under what conditions.
- Site location and description, including maps at suitable scales to locate the site within the county and to present relevant local geographic information (there is no need to compose new information or produce new maps if these are already presented in the project brief; they can just be replicated in the report).
- Method statement, detailing equipment, software and protocols used to carry out the work programme.
- Results, providing a concise description of the findings, linked to relevant figures, photos and tables carrying self-explanatory titles. Work carried out by subcontractors may be presented as an appendix but the main findings should be summarised and integrated into the main report.

4.6 Final versions of all reports should be provided in both hard and electronic format. All photographs and maps should be in colour with clear annotations and commentary.

4.7 Maps supplied in jpeg, as individual field parcel, part parcel or as a whole site depending on scale for clarity. GIS data as ESRI ArcVIEW 10.2.2 compatible (e.g. a map package .mpk or shapefiles .shp) with polygon, line or point data sets supported by a detailed tabular dataset; populated with the required attributes indicating the RLR parcel, grid reference (northings and eastings). The use of Inspire metadata for GIS data is recommended. Further information on Inspire metadata is available at : <http://inspire.jrc.ec.europa.eu/index.cfm/pageid/48>. Quantity data in Excel, detailing the attributes of survey data as per the specification, e.g. by RLR parcel, to enable collated data to be analysed. Photos supplied as jpegs with explanatory filenames.

### Ownership of Outputs

4.8 The successful Tenderer agrees to:

- Grant to Natural England, DEFRA and the relevant landowners an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Outputs as they see fit and to grant sub-licences of the same kind;
- Obtain and maintain in force all authorisations of any kind required for the successful Tenderer to use, copy, keep and disseminate the Outputs and to grant such licence to the Authority;
- Contract to the effect that any creation by the successful Tenderer or on the successful Tenderer's behalf of material which forms Outputs is undertaken on terms that either the copyright in the material is assigned to the successful Tenderer or that the copyright owner may not commercially exploit it;
- Grant licences in respect of the Outputs under the Creative Commons model licence 'Attribution Non-Commercial' but not on other terms without the Authority's prior written consent;
- Not otherwise exploit the Outputs commercially without the Authority's prior written consent.
- Where applicable for archaeological reports similar permissions regarding outputs will be granted to the local Historic Environment Record.

### Contract Management

Project set-up call	13 January 2020
Project update call	27 January 2020
Project update call	10 February 2020

Survey work completion	21 February 2020
Draft Final Report submitted	28 February 2020
Final Report submitted	15 March 2020
Contract completion	16 March 2020

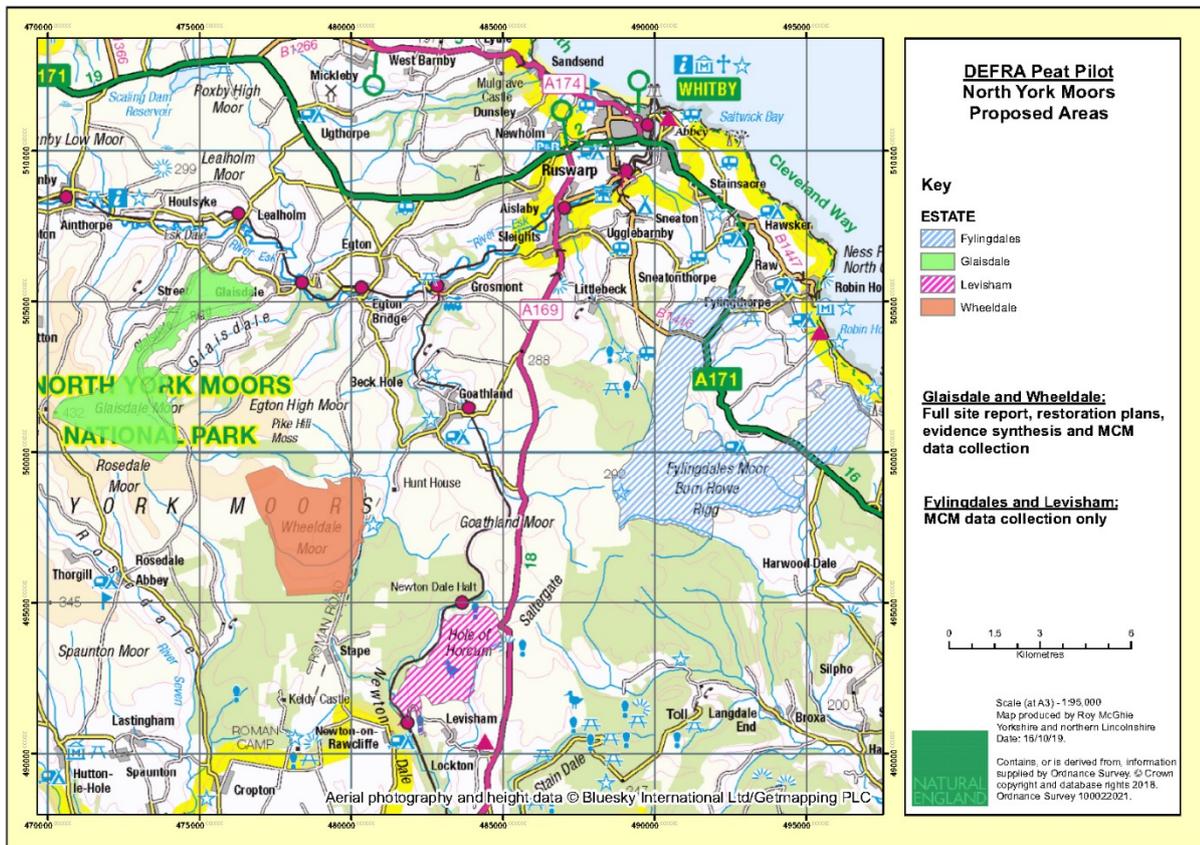
## Payment Schedule

Upon completion of the physical survey work (no later than 21 February 2020) 50% payment will be made. The remaining 50% will be paid upon contract completion.

## Appendices

### Appendix 1: Project Sites

(Shape files of these areas are available in the attached documents for use with appropriate GIS software)



## Appendix 2: MCM Ground Data Capture Specification

### Capturing Ground Data to Validate the Moorland Change Map

A set of sample data points is required from within the areas described by the 'All\_Areas\_Burnable\_Habitat\_v5b' shapefile. Capture points only from within this 'Burn Mask' boundary – any points outside these areas will not be usable.

The aim is to capture points which will be used to train and validate a remote sensing product which identifies areas of recent moorland vegetation management. The Moorland Change Map works by detecting areas on satellite images which have experienced significant structural change start and end of the most recent burning season. Much of this detected change will be due to rotational burning, although cutting and other activities can also be detected but not necessarily separately identified from burning.

It is not possible to prescribe exactly how many sites should be visited, or how many points are required – this will need to be determined by the surveyors using their judgement in the light of local conditions (site size, accessibility, numbers of recent burns within site, etc.). Follow these general principles:

Select sites to provide a good geographic spread across the entire upland area (e.g. within the entire area of the North York Moors which lies within the 'Burn Mask' dataset supplied).

Prioritise data capture within each site from *Recent Burns* - attempt to achieve 50% of the points from this class, unless few recent burns are available, in which case capture points from *all* the available recent burns, and at least 10 points per class for all other classes available, 20 per class for very large sites.

At each site, walk over the moor and record data at a series of point locations, using the following protocol and guidance:

Points should be selected non-randomly, and placed within homogeneous areas of the different vegetation classes described, targeting the selection and recording of points to construct a spatial dataset of clear examples of the different class types. Prioritise 'Recent burn' points over other classes, aiming for c.50% of points from this class.

Capture points for each class from a spread of locations across the site - avoid clumping them together if possible.

Points need to be at least 10m away from vegetation type edges. When locating a point within a Recent Burn / Recent Cut, ideally record a single point location, roughly in the middle. However, for large, or long and thin burn shapes, capturing more than one point per burn is acceptable as long as points within a single burn are at least 30m away from each other, e.g. at opposite ends. However, this is not always possible when features and habitats are smaller than 10 m wide. In these cases, ensure the point/polygon is

positioned as carefully as possible. If using GPS, it is good practice to set the point location and wait a few extra seconds for the GPS to get a strong and stable position.

At each point, record the *Location*, *Survey Date*, *Vegetation Class*, and *two photos*. These terms are explained below.

*Location*: Use a GPS to capture the locations of the points, and store in British National Grid format to nearest metre. If possible, use a high accuracy GPS, and in any case record the estimated accuracy associated with each point (in metres). Do not record points where accuracy is estimated at any more than 10m; ideally record points where estimated accuracy is 5m or less.

*Survey Date*: Self-explanatory.

*Vegetation Class*: Assign each point one of the following values -

'Recent burn' = An area where vegetation has been burned during the current/most recent burning season, i.e. between 1 Oct 2018 and 15 April 2019. If you record this class, also record the vegetation class which was present at the point *prior* to the burn if this can be established, e.g. from examination of the vegetation immediately surrounding the recently burned area.

'Recent cut (cuttings removed)' = An area where vegetation has been mechanically cut, and the cuttings removed from site, during the current/most recent burning season, i.e. between 1 Oct 2018 and 15 April 2019. If you record this class, also record the vegetation class which was present at the point *prior* to the cutting if this can be established, e.g. from examination of the vegetation immediately surrounding the recently cut area.

'Recent cut (cuttings left in situ)' = An area where vegetation has been mechanically cut, and the cuttings have been left in place on the ground, during the current/most recent burning season, i.e. between 1 Oct 2018 and 15 April 2019. If you record this class, also record the vegetation class which was present at the point *prior* to the cutting if this can be established, e.g. from examination of the vegetation left behind, or immediately surrounding the recently cut area.

Pioneer Heather\*

Building Heather\*

Mature Heather\*

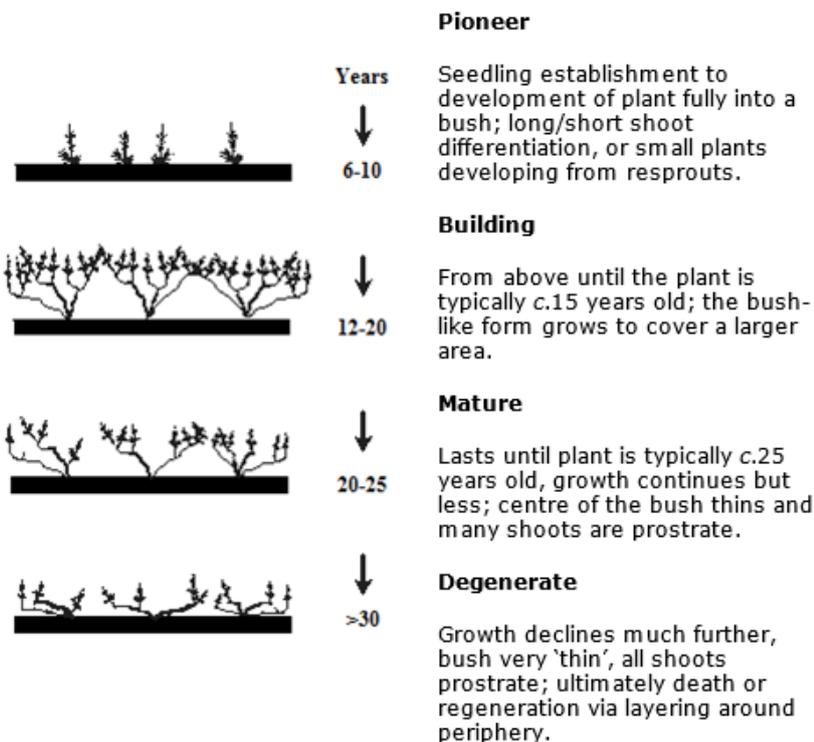
Degenerate Heather\*

'Grassy' vegetation (including *Molinia*, *Eriophorum*, Sedges, Rushes)

'Sphagnum-dominated' vegetation

'Bracken'

\*These are described in the following image (amended from Thomas et al., 2004, based on Gimingham, 1959). Reproduced from Defra review of the Heather and Grass Burning Regulations and Code: Science Panel assessment of the effects of burning on biodiversity, soils and hydrology (Glaves et al. 2005).



*Two Photos:* take one looking straight down at the vegetation class recorded, the other obliquely across the ground from each point, to take in more of the class type around the point. Record photo locations within the image metadata where possible and/or assign unequivocally to the relevant point (e.g. using a system of point identifiers in the dataset).

The points should all be compiled from different sites into a single dataset and supplied as a single shapefile in BNG projection, with an attribute table meeting the above data requirements.

**Appendix 3: Ecosystem Services expected from peatlands with core, prioritised services** (expected to be delivered by the Project) highlighted in bold

Ecosystem service	Short list indicators for ecosystem service	Description of benefits	CICES code
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	flow		
<b>Thriving wildlife</b>	<b>maintenance of sustainable ecosystems &amp; life cycle stages</b>	<b>Biodiversity, in of itself, and underpinning all other services such as recreation (including wildlife watching), tourism, research and education, food from wild populations &amp; aquaculture, flood protection (sea grass beds, dunes), climate regulation</b>  <b>Sustainable land use to stop short term exploitation.</b>	<b>2.2.2.3</b>
<b>Climate regulation</b>	<b>carbon sequestered, and cycled, &amp; greenhouse gases fixed;</b>	<b>Equitable climate e.g. reduced risk of drought, flood &amp; extreme weather events, lower summer temperatures, reduced health &amp; safety risks, reduced flood risk, protection of infrastructure/lack of transport disruption</b>	<b>2.2.6.1</b>
<b>Water quality</b>	<b>water quality (chemical and biological, including viral &amp; bacterial)</b>	<b>Clean water, also underpinning e.g. water supply, sustainable ecosystems, cultural services, health benefits.</b>	<b>2.1.1 &amp; 2.2.5.1</b>
<b>Control of erosion rates</b>	<b>stabilisation of soil/sediment</b>	<b>Erosion control e.g. soil/land retention, lack of transport disruption, protection of housing, businesses &amp; infrastructure, reduced health &amp; safety risk, reduced flood risk</b>	<b>2.2.1.1</b>
<b>Flood</b>	<b>regulation of flow</b>	<b>Reduced flood risk, affecting</b>	<b>2.2.1.3</b>

<b>protection (N.B. may not be relevant to all Pilots)</b>	<b>regime for peak events/reduced inundation from coastal flooding</b>	<b>e.g. reduced health &amp; safety risk, protection of housing, businesses &amp; infrastructure, lack of transport disruption</b>	
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## Appendix 4: Proposed indicator framework for core regulating ecosystem services for peatland sites

Peatland indicators			Ecosystem Services				
Asset attribute	Indicator category	Indicator	Water quality	Erosion Control	Flood protection	Thriving wildlife	Climate regulation
Quantity	Extent	Blanket bog	X	X	X	X	X
Quantity	Extent	Dwarf shrub heath		X	X	X	X
Quantity	Extent	Upland flushes fens and swamps				X	X
Quantity	Extent	Lowland Fens				X	X
Quantity	Extent	Lowland raised bog				X	X
Quality	Hydrology & geomorphology	Extent of artificial drainage	X	X	X	X	X
Quality	Hydrology & geomorphology	Naturalness of flooding regime			X		
Quality	Hydrology & geomorphology	Naturalness of flow regime			X	X	
Quality	Hydrology & geomorphology	Naturalness of water level regime	X			X	X
Quality	Nutrient (& chemical) status	Atmospheric deposition exceedance of critical loads				X	
Quality	Soil/sediment processes	Soil carbon/organic matter content	X	X		X	X
Quality	Soil/sediment processes	Peat depth	X				X
Quality	Species Composition	Naturalness of biological assemblage number of trophic levels & community composition in each level				X	
Quality	Vegetation	Proportion of peat mass actively forming peat					X
Quality	Vegetation	Surface/vegetation roughness		X	X		
Quality	Vegetation	Vegetation cover/bare soil	X	X	X	X	X
Quality	Vegetation	Vegetation structure/structural diversity				X	
Spatial config.		Distribution of habitats, in relation to water quality source-pathway-receptor	X				
Spatial config.		Distribution of flood mitigating land in relation to infrastructure & settlements			X		
Spatial config.		Distribution of habitats, other vegetation and boundary features mitigating soil erosion and landslip risk.		X			
ES flow		Stabilisation of peat soils		X			
ES flow		Carbon sequestered & green house gases fixed, by soil/vegetation					X
ES flow		Water quality (chemical & biological, including viral & bacterial)	X				
ES flow		Maintenance of sustainable ecosystems/life cycle stages				X	
ES flow		Regulation of flow regime for peak events			X		

## Appendix 5: Proposed indicator framework for core cultural ecosystem services for peatland sites

Peatland Indicators for cultural services		
Asset attribute	Indicator category	Indicator
Quantity	Extent	Blanket bog
Quantity	Extent	Dwarf shrub heath
Quantity	Extent	Lowland raised bog
Quantity	Extent	Lowland fens
Quantity	Extent	Upland flushes fens and swamps
Quality	Landscape, seascape & urban green space	Uninterrupted views – absence of pylons, turbines
Quality	Nature	Habitat mosaics
Quality	Nature	Visibility of wildlife
Quality	Nature	Presence of flagship species
Quality	Nature	Presence of rare (red list) species
Quality	Nature	Species diversity
Quality	Nature	Favourable condition of SSSIs
Quality	Nature	Favourable condition of designated geosites
Quality	Landscape, seascape & urban green space	Size of environmental space (ha)
Quality	Culture & history	Designated Historic Environment Assets (World Heritage Sites, Scheduled monuments (% at risk), Historic Parks & Gardens, Listed Buildings, Conservation Area, registered battlefields)
Quality	Quietness	Tranquility
Quality	Accessibility	Mean number of perimeter access points per km
Quality	Accessibility	Public Rights of Way / permissive paths; footpaths, bridleways, byway – length, density (km/ha)
Quality	Accessibility	Presence of paths accessible to all – e.g. wheelchairs, pushchairs - length, density (km/ha)
Spatial Configuration		% population who can access 2ha of green space within 2 miles of home
ES flow	Experiential & physical use	Number of visits
ES flow	Experiential & physical use	Duration of visits
ES flow	Experiential & physical use	Range of activities undertaken (number of people carrying out each activity, frequency, time spent)
ES flow	Scientific/educational	Number of research projects; PhD / Masters projects
ES flow	Scientific/educational	Number of school visits

## Appendix 6: DigiBog\_Hydro modelling overview and requirements

DigiBog\_Hydro is a hydrological model that simulates subsurface water flow and water-table fluctuations in soils and shallow aquifers, including peatlands. The model was first developed in 2004/5 as part of a research contract for Natural Resources Wales (then CCW) and has been used since then on a variety of projects, most recently the Optimal Peatland Restoration (OPR) project on iCASP. On the latter, a front end was written for the model to make it easier for non-experts to use. The model can simulate a wide range of peatlands from raised bogs to intact and severely-eroded (hagged and gullied) blanket bogs.

The model simulates water-table *dynamics*; i.e., how water tables rise and fall over time in response to rainfall, evapotranspiration, and seepage through and out of the peat (to gullies, ditches, and streams). On the OPR project it has been promoted as a design tool; i.e., for investigating how a peatland's hydrological functioning changes in response to management. Typical cases include how hagged peatland landscapes respond to gully blocking and how areas of artificially-drained peatland respond to ditch or grip blocking. Of particular interest to the non-academic partners on OPR was the cost-effectiveness of different densities of grip and gully blocking. For example, for a particular site, if it is found from DigiBog\_Hydro that grip blocks spaced at-10 m intervals achieve virtually the same benefits hydrologically as blocks spaced at 5 m intervals, then a considerable saving can be made by using the wider spacing.

The model can also be used to 'look into the future'. There is growing interest in how peatlands will respond to climate change, and DigiBog\_Hydro can be 'driven' with data from UKCP18 (UK Climate Projections) for any site of interest to see how it will respond to changes in rainfall and evapotranspiration. One likely scenario of interest is how a restored site will respond to climatic changes compared to an un-restored site. DigiBog\_Hydro is a 'static' model in the sense that it assumes that peat properties and the shape of the peatland landscape (except where the model user imposes changes such as dams in a grip) do not change over time. However, in response to climate change peatlands may change physically: increases in rates of decay may cause peat shrinkage and changes in peat permeability. These changes cannot be accounted for in DigiBog\_Hydro; the model can only be used to show how a specified peatland behaves hydrologically under a given set of meteorological conditions. Nevertheless, for a 'first pass' indication of what climate change means for the hydrological functioning of a peatland, the model is a useful tool.

DigiBog\_Hydro conceptualises a peatland as being made up of contiguous, square-sectioned columns of peat between which water can flow. The area of peatland to be simulated may comprise many hundreds or thousands of such columns. This digital landscape gives the model its name, and can be constructed relatively easily from existing survey data available for many peatlands and held in GIS (geographical information systems). To set up and run DigiBog\_Hydro the following datasets are needed:

(i) A 'digital elevation model' or DEM of the peatland to be modelled. This is a gridded topographic map of the peatland consisting of pixels. DigiBog\_Hydro typically uses columns that are 1 × 1 m in plan cross section, so a DEM with pixels of the same dimension is needed.

(ii) A DEM of the mineral sediment or rock making up the base of the peat. DigiBog\_Hydro assumes that the material underlying a peatland is impermeable. The thickness of the peat (the height of each DigiBog\_Hydro column) can be obtained by subtracting the basal-material DEM from the peatland surface DEM. Often, information on peat depth and the position of a substratum is available for only a few points across the area of interest. In such situations, it may make most sense to construct a basal DEM from the peat-surface

DEM by making an informed subtraction from the latter based on what peat depth measurements are available.

(iii) The hydraulic conductivity (permeability) and drainable pore space for the different types of peat in the area to be simulated. These properties can be measured as part of a project, but guidance on what values to use (based on measurements undertaken as part of the OPR project) is also available in the DigiBog\_Hydro manual (in preparation).

In addition to (i) – (iii) the model needs meteorological driving data. The model requires measurements or estimates of daily rainfall for each day of the simulation, and also estimates of daily evapotranspiration. For investigating the effect of climate change on a particular peatland's hydrological functioning, these 'data' are available from UKCP18.

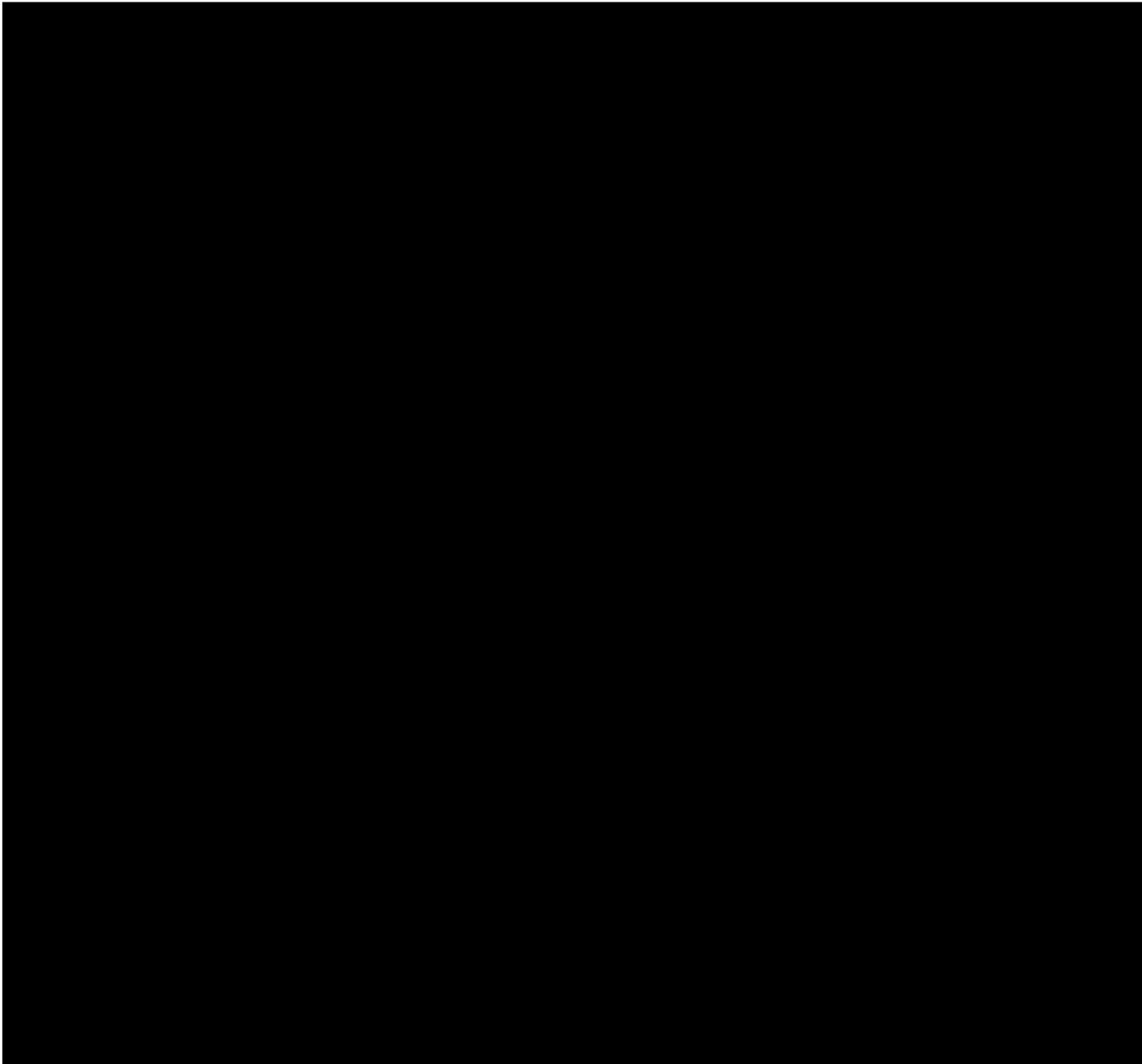
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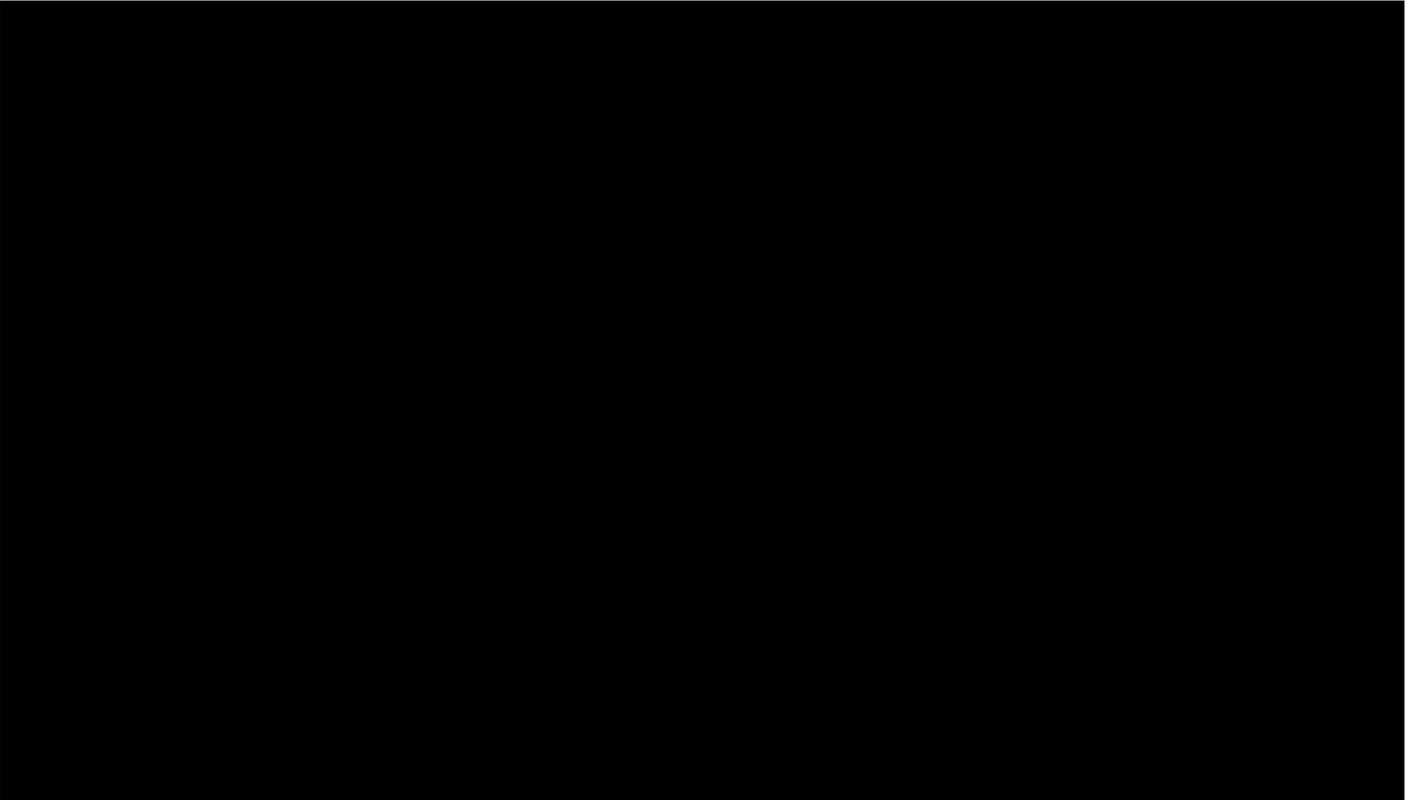
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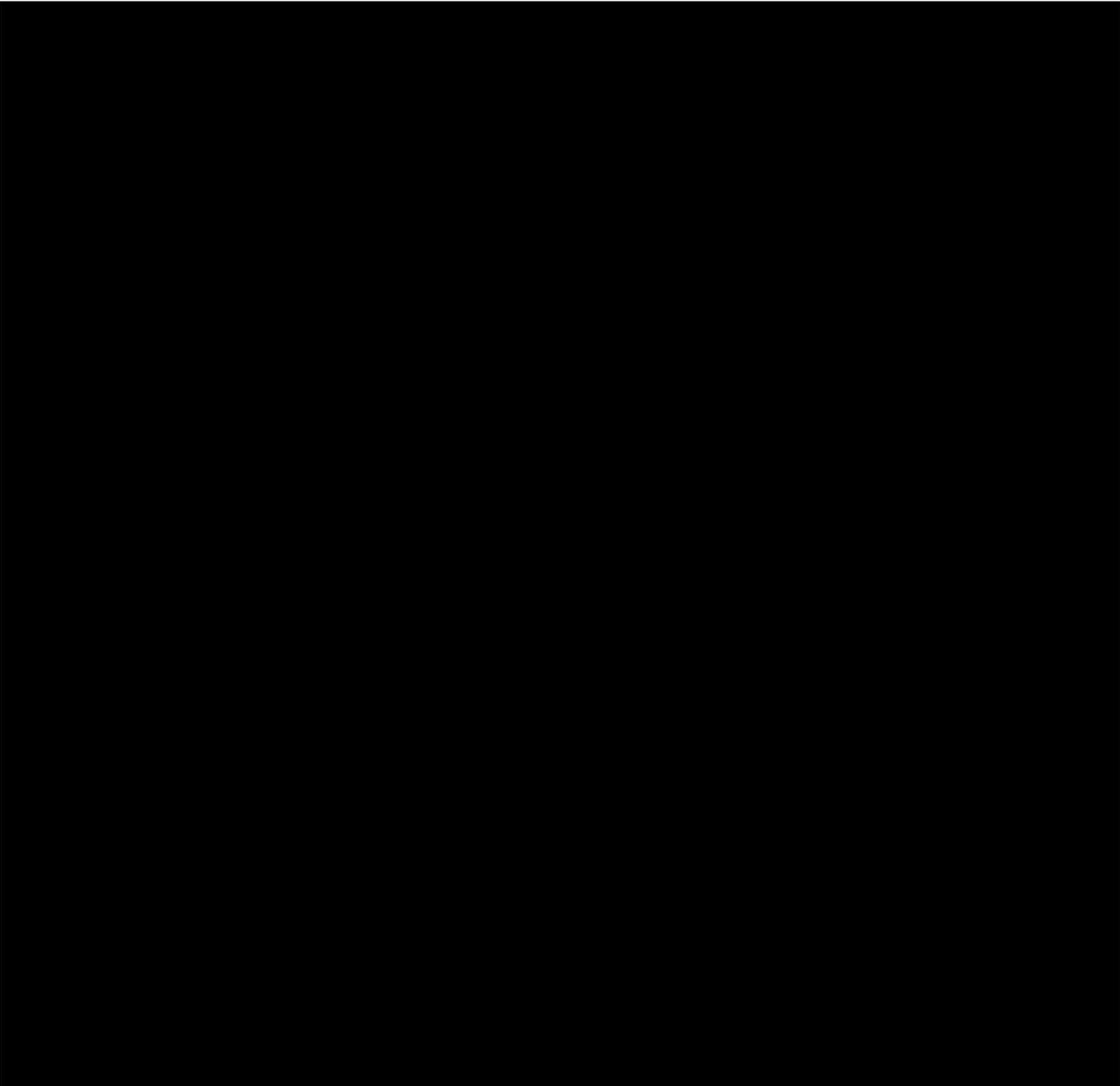
## SCHEDULE 2 - PRICES

£45,083 excluding vat

[REDACTED]

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## 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:
3. The contact details of the Supplier Data Protection Officer are:
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	Names and contact details of estate owners/agents who are participating in the Peat Pilot.  The processing is needed in order to ensure the Processor can effectively deliver the contract
Duration of the processing	13 January to 16 March 2020.
Nature and purposes of the processing	The purpose of the processing is to allow the Supplier to contact landowners/agents to enable them to fulfil the contract

Type of Personal Data	Names and contact details of participating landowners/agents
Categories of Data Subject	Members of the public
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	Please refer to contract terms