



Department
for Environment
Food & Rural Affairs



RESEARCH CONTRACT FOR

**Recreational Activity in the Uplands: Natural
England Review of Evidence**

**Contract Number: ecm_64038
NE Reference Number: NE 2021 IBP #209**

**DATED AS AT THE DATE OF FINAL SIGNATURE
BELOW**

THIS CONTRACT is dated as at the date of final signature below

BETWEEN

- (1) **NATURAL ENGLAND** of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “**Authority**”); and
 - (2) **THE UNIVERSITY OF MANCHESTER** of Oxford Road Manchester, M13 9PL registered in England and Wales under Royal Charter Number RC000797 (the “**University**”)
- (each a “**Party**” and together the “**Parties**”).

BACKGROUND

- a) The Authority requires the “**Research**” set out in Schedule 1.
- b) The Authority has awarded this contract for the Research to the University and the University agrees to provide the Research 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.gov.uk/government/organisations/natural-england

‘**Confidential Information**’: all secret or not generally known information or information which is not easily accessible to others or of a commercially sensitive nature disclosed or made available in any way by one Party (“Discloser”) to the other (“Recipient”) for use in connection with the Research (including but not limited to a Discloser’s existing Intellectual Property Rights and the IP Materials) and marked or labelled by the Discloser as “Proprietary”, “Confidential” or “Sensitive” at the time of disclosure.

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

‘**Contracting Authority**’: an organisation defined as a contracting authority in Regulation 3 of the Public Contract Regulations 2006.

‘**Default**’: a breach by the University 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.

‘**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, pandemic(s), epidemic(s), storm or earthquake and any disaster, but excluding any

industrial dispute relating to the University, its Staff or any other failure in the University'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.

'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 University or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Research 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 University by or on behalf of the Authority; or
- (b) created by the University or Staff in the course of providing the Research or exclusively for the purpose of providing the Research.

'Funding': the Funding for the Research set out in Schedule 2.

'Replacement Party': any third party University of Research appointed by the Authority to replace the University.

'Research': the research project to be carried out by the University hereunder, as detailed at Schedule 1.

'Staff': all employees, staff, other workers, agents and consultants of the University and of any Sub-contractors who are engaged in providing the Research from time to time.

'Sub-contract': any contract between the University and a third party pursuant to which the University agrees to source the provision of any of the Research from that third party.

'Sub-contractor': third parties which enter into a Sub-contract with the University.

‘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 Research 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 University shall provide the Authority with the Research set out in Schedule 1 (the **“Research”**) in accordance with the terms and conditions of the Contract.
- 2.2 The Contract is effective on **1 November 2021** (the **“Commencement Date”**) and ends on **31 March 2022** (the **“Expiry Date”**) unless terminated early or extended in accordance with the Contract.

3 Funding and Payment

- 3.1 In consideration of the University providing the Research in accordance with the Contract, the Authority shall pay the Funding to the University.
- 3.2 The Authority shall:
 - (a) provide the University with a purchase order number (**“PO Number”**); and

- (b) pay all undisputed sums due to the University 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 University is not registered for VAT.

3.4 The University shall submit a single invoice at contract completion to the Authority at the following addresses: Accounts-Payable.neg@sscl.gse.gov.uk or

Shared Services Connected Limited
Natural England
PO Box 793
Newport
NP10 8FZ

3.5 The University acknowledges that:

- (a) if the University 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 University 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 by the Authority of an undisputed Valid Invoice will be subject to interest at the rate of 3% above the base rate from time to time of Barclays Bank plc.

3.7 The University shall not suspend provision of the Research if any payment is overdue.

3.8 The University 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 University's failure to account for or to pay any VAT relating to payments made to the University under the Contract.

4 Extension of the Contract

4.1 The Authority may, by written notice to the University, extend the Contract for a further period up to 3 months.

5 Warranties and Representations

5.1 The University 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 Research;

- (b) the Contract is executed by a duly authorised representative of the University.
- (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 University 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 Research;
- (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 University or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the University'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 Research; and
- (i) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

5.2 The University 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 Research; 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 Research Standards

- 6.1 The University shall provide the Research 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 In respect of the Research, the University shall use its reasonable endeavours to provide adequate facilities; to obtain any requisite materials, equipment and personnel; and to carry out the work diligently within the scope allowed by the Funding being provided under this Contract. Although the University will use its reasonable

endeavours to perform the Research, the University does not undertake that work carried out under or pursuant to this Contract will lead to any particular result, nor is the success of such work guaranteed.

7 Termination

- 7.1 Either Party may terminate the Contract at any time by giving at least 3 (three) months written notice to the other Party.
- 7.2 The Authority may terminate the Contract in whole or in part by notice to the University with immediate effect and without compensation to the University if:
- (a) being an individual, the University 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 University 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 University 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 University is in any case affected by any similar occurrence to any of the above in any jurisdiction;
 - (e) subject to Clause 7.3, the University commits a Default;
 - (f) there is a change of control of the University; or
 - (g) the University or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).
- 7.3 If the University commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the University 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 Clauses 7.1 or 7.2:, the Authority will continue to reimburse the cost to the University for all personnel appointed to work on the Research, and all other unavoidable commitments to or in connection with this Contract which were made by the University before receipt of the Authority's notice. Reimbursement will continue until the effective date of termination of each such contract and commitment.

- 8.2 On expiry or termination of the Contract the University shall:
- (a) co-operate fully with the Authority to ensure an orderly migration of the Research to the Authority or, at the Authority's request, a Replacement Party; 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 Research) 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 University 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; or
 - (b) Fraud or fraudulent misrepresentation.
- 9.2 The University 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 University shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the University.
- 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, including any indemnities granted

hereunder, shall not exceed £1,000,000 (one million pounds) or 2 x the value of the Contract whichever is the lower amount.

- 9.5 The University shall, with effect from the Commencement Date and for such period as necessary to enable the University 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 reasonably be expected to be incurred by the University, arising out of the University'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 University. 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 University 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 (where possible) with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.7 The provisions of any insurance or the amount of cover shall not relieve the University of any liabilities under the Contract.
- 9.8 The University 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 University, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the University 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 University 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 University in performing the University's obligations under the Contract;
 - (c) where the University 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 University's possession prior to its disclosure by the Authority.
- 10.3 The University shall, and shall procure that Staff shall, comply with any notification requirements under the Data Protection Act 1998 ("**DPA**") and shall observe its obligations under the DPA which arise in connection with the Contract.
- 10.4 Notwithstanding the general obligations in Clause 10.3, where the University is processing Personal Data as a Data Processor (as those terms are defined in the DPA) for the Authority, the University shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to prevent

unauthorised or unlawful processing of the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 of the DPA.

10.5 The University shall:

- a) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to Clause 10.4;
- b) not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the DPA; and
- c) provide the Authority with such information as it may reasonably require to satisfy itself that the University is complying with its obligations under the DPA.

11 Freedom of Information

11.1 The University 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 and Publications

12.1 The IP Materials shall vest in the Authority and the Authority agrees to grant the University a non-exclusive, irrevocable, perpetual, royalty free licence to use the IP Materials for further non-commercial teaching, education and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such IP Materials.

12.2 The University 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 Research except to the extent that they have been caused by or contributed to by the Authority’s acts or omissions.

12.3 The Research will form part of the actual carrying out of a primary charitable purpose of the University; that is, the advancement of education through teaching and research. There must therefore be some element of public benefit arising from the Research, and this is secured through Clauses 12.4 to 12.7.

12.4 Subject to the remainder of this Clause 12, all employees, students, agents or appointees of the University (including those who work on the Research) shall have freedom in accordance with normal academic practice:

12.4.1 in pursuance of the University's academic functions, to discuss work undertaken as part of the Research in seminars, and to give instructions on questions related to such work; and

12.4.2 to publish results obtained during the course of work undertaken as part of the Research.

- 12.5 All proposed publications and presentations arising from the Research shall be sent to the Authority not less than 30 (thirty) days in advance of submission for publication or presentation, for approval by the Authority, such approval shall not be unreasonably withheld or delayed. The Authority has 30 (thirty) days to raise any reasonable objections if the publication or presentation contains any Confidential Information or a delay is required for the protection of Intellectual Property Rights.
- 12.6 Notification of the requirement for delay in submission for publication or presentation must be received by the University within thirty (30) days following receipt of the proposed publication or presentation to the Authority, failing which the Authority shall be deemed to have approved the proposed publication or presentation. Any delay imposed on a proposed publication or presentation shall not last longer than is absolutely necessary to seek the required protection and shall not exceed a period of 3 (three) months unless otherwise agreed by the University.
- 12.7 The provisions of Clauses 12.5, 12.6 and 12.7 shall survive for a period of six (6) months from the date of expiry or termination of this Contract.

13 Prevention of Corruption and Fraud

- 13.1 The University shall act within the provisions of the Bribery Act 2010.
- 13.2 The University shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the University (including its shareholders, members and directors) in connection with the receipt of money from the Authority.
- 13.3 The University 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 University shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.
- 14.2 The University 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 Research.

15 Environmental and Ethical Policies

- 15.1 The University shall provide the Research 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 upon becoming aware of any health and safety hazards which may arise in connection with the Research.
- 16.2 While on the Authority's premises, the University shall comply with the Authority's health and safety policies.

- 16.3 The University shall notify the Authority immediately if any incident occurs in providing the Research on the Authority's premises which causes or may cause personal injury.
- 16.4 The University shall comply with the requirements of the Health and Safety at Work etc Act 1976, 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 Research.
- 16.5 The University'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 Research and the University 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 University shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Research supplied under it and all payments made by the Authority. The University 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 University agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the University in relation to the Research.

18 Transfer and Sub-Contracting

- 18.1 The University 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 University 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-University 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 University with sufficient information to assess the extent of the Variation and consider whether any change to the Funding is required in order to implement it. Variations agreed by the Parties shall be made in writing.
- 19.3 If the University is unable to accept the Variation or where the Parties are unable to agree a change to the Funding, the Authority may:
- (a) allow the University 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 University’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 University 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 University'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 University shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the University 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 Subject to clause 12, the University 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 University 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, pandemic(s), epidemic(s), storm or earthquake and any disaster but excluding any industrial dispute relating to the University, 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 University 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.

SCHEDULE 1

SPECIFICATION OF RESEARCH

Research Project Summary

Recreational Activity in the Uplands: Natural England Review of Evidence is a research project to review evidence across academic literature and key statutory documentation to establish existing knowledge on the types of recreation occurring in the English uplands, the receptors and stressors affecting the levels of impact, and potential mitigation and adaptation options.

The research project follows a methodology designed to implement a 'Full Systematic Evidence Review', with the final scope to be negotiated at a joint project start-up meeting. The review will draw from two distinct bodies of evidence:

- Peer-reviewed academic literature identified through a systematic search, screen and analysis process
- Systematically sampled grey literature produced by statutory and non-statutory (e.g. Non-Governmental Organisations) overseeing the management of upland areas in England (including survey reports, summaries of evidence and strategic planning/policy documentation)

The research project will be based upon the following Research Questions:

- Research question 1: What form does recreational activity take in the uplands?
- Research question 2: What factors influence the level of recreational activity?
- Research question 3: What impact does recreational activity have on upland habitats and species?
- Research question 4: What relationships, if any, exist between types of recreational activity and severity of impact?
- Research question 5: What are 'appropriate levels of use'?
- Research question 6: What evidence exists of adaptation or mitigation measures in response to recreational impacts?

The research project will follow the wider methodology outlined in the quotation document, attached below. Key points relating to the final scope agreed at the joint project start-up meeting will be confirmed by both parties in writing.

The research project team will include the following named University of Manchester staff, [REDACTED]

[REDACTED]

Slightly revised start dates have been confirmed between the University and the Authority. Written confirmation of this is below, together with a revised research project timetable.

[REDACTED]

Use of Confidential Information by the Authority

The Authority may disclose the Confidential Information of the University:

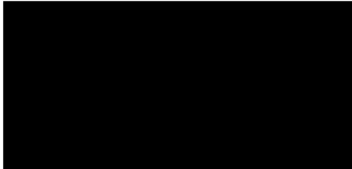
- (a) on a confidential basis to any central Government body for any proper purpose of the Authority or of the relevant central Government body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, University or other person engaged by the Authority for any purpose relating to or connected with this Contract;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Contract;
or
- (f) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Contract.

SCHEDULE 2

FUNDING

The total value of this research project is £36,680.22 (exclusive of VAT), as per the quotation and revised start dates and project timetable inserted into Schedule 1.

No VAT will be charged in addition to the above agreed sum, as confirmed by the University in writing during the quote submission process.



Payment will be made by the Authority to the University upon receipt of a single valid invoice upon expiry of the Contract Term.

The Contract has been entered into on the date stated at the beginning of it.

SIGNED for and on behalf of the
AUTHORITY

SIGNED for and on behalf of the
UNIVERSITY

