



Department  
for Environment  
Food & Rural Affairs

Defra Group Commercial

T: 03459 335577  
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[www.gov.uk/defra](http://www.gov.uk/defra)

NatCen

**Your ref:** ITT\_5065  
**Our ref:** ECM\_ 54260  
**Date:** 11 February 2019

Dear Sirs

## **Award of contract for the supply of Feasibility study exploring a natural environment programme to encourage use of natural environments by disadvantaged children and young people**

Following your proposal for the supply of a feasibility study exploring a natural environment programme to encourage use of natural environments by disadvantaged children and young people to Defra, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Defra as the Customer and NatCen as the Contractor for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The Services shall be performed at the Contractor's premises.
- 2) The charges for the Services shall be as set out in Annex 3.
- 3) The specification of the Services to be supplied is as set out in Annex 2.
- 4) The Term shall commence on 11 February 2019 and the Expiry Date shall be 10 February 2020.
- 5) The address for notices of the Parties are:

**Customer**

**Contractor**



- 6) The following persons are Key Personnel for the purposes of the Agreement:



- 7) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

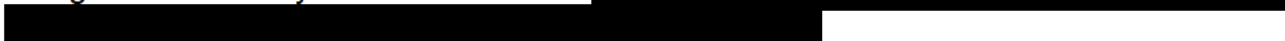
## **Payment**

All invoices should be sent, quoting a valid purchase order number (PO Number), to: [Accounts-Payable.def@sscl.gov.uk](mailto:Accounts-Payable.def@sscl.gov.uk) or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. Within 10 Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [Accounts-Payable.def@sscl.gov.uk](mailto:Accounts-Payable.def@sscl.gov.uk) or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

## **Liaison**

For general liaison your contact will be



We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. 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. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract

.

Yours sincerely,

[Redacted]  
[Redacted]  
[Redacted]  
Defra Group Commercial  
Department for Environment Food & Rural Affairs  
[Redacted]  
[Redacted]  
[Redacted]



Department  
for Environment  
Food & Rural Affairs

# Short Form Contract

**Contract for a feasibility study  
exploring a natural environment  
programme to encourage use of  
natural environments by  
disadvantaged children and young  
people**

**Contract Reference ecm\_54260**

**January 2019**

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# 1. Interpretation

## 1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>Non-Ministerial Department; or</p> <p>Executive Agency;</p>
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;

“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (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”	means 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;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;



“Law”	means 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”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means 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;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;

“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## **2. Basis of Agreement**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor's notification of acceptance via Bravo within [7] days of the date of the Award Letter.

## **3. Supply of Services**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

## **4. Term**

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## **5. Charges, Payment and Recovery of Sums Due**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
  - 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6. Premises and equipment**

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7. Staff and Key Personnel**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Contractor shall comply with any such notice.

7.2 The Contractor shall:

7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8. Assignment and sub-contracting**

8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

## 9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
  - b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third



party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

## **10. Governance and Records**

10.1. The Contractor shall:

10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2. The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **11. Confidentiality, Transparency and Publicity**

11.1. Subject to clause 11.2, each Party shall:

11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2. to its auditors or for the purposes of regulatory requirements;

- 11.2.3. on a confidential basis, to its professional advisers;
- 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
- 11.2.6. where the receiving Party is the Customer:
- a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
  - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
  - c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
  - d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12. Freedom of Information**

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
  - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **13. Protection of Personal Data and Security of Data**

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer 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 Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer 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 Agreement (and in particular Schedule 1);
  - 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:
    - 1. are aware of and comply with the Contractor's duties under this clause;
    - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
    - 3. 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 Customer or as otherwise permitted by this Agreement; and
    - 4. 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 Customer has been obtained and the following conditions are fulfilled:
  - i. the Customer or the Contractor 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 Customer;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Contractor 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 Customer in meeting its obligations); and

- iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, 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.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer 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 Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
  - a. the Customer with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

- c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Customer following any Data Loss Event;
- e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- a. the Customer determines that the processing is not occasional;
- b. the Customer 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 Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.

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

13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

- a. notify the Customer in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Customer;
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
- d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

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

- 13.13. The Customer 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 Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

## **14. Liability**

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:
- a) loss of profits;
  - b) loss of business;
  - c) loss of revenue;
  - d) loss of or damage to goodwill;



- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## **15. Force Majeure**

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **16. Termination**

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
  - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and

- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17. Compliance**

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
  - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
  - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
  - 17.5.1 the Official Secrets Acts 1911 to 1989; and
  - 17.5.2 section 182 of the Finance Act 1989.

## **18. Prevention of Fraud and Corruption**

- 18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

## **19. Dispute Resolution**

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20. General**

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21. Notices**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22. Governing Law and Jurisdiction**

- 22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

[REDACTED]

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

[REDACTED]

3. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
4. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Subject matter of the processing	For the purposes of this Contract this is any personal data controlled by the Authority or, as the case may be, the relevant Customer, for the purposes of carrying out its duties and enforcing its rights under this Contract.
Duration of the processing	For the duration of the Contract, which we anticipate being until the end of February 2020.
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. Storage and use of Personal details of Contacts of the Provider, and third parties working to the specification for purposes of providing services in accordance with the Contract.</p> <p>For this particular project, data processing will include collection of contact details for the recruitment of individuals to take part in data collection activities, the processing, analysis and reporting of any data collected through those data collection activities in compliance with the GDPR and its subsequent deletion.</p>
Type of Personal Data	The types of personal data to be process include but are not limited to: name, address, email address, and telephone number. This is subject to change based on the final agreed scope of the study to be established following the project inception meeting(s) in February.

Categories of Data Subject	Categories of data subject include but are not limited to: staff (including volunteers, agents, and temporary workers) of delivery organisations, customers: adults, young people and children accessing provision.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Provider will store relevant personal data in an electronic file located in a secure folder with restricted access, specific to the programme, in its central document management system which is stored, backed up and supported within the UK. Some hard copy documentation may also be stored in a physical matter file in the UK.</p> <p>Relevant personal data will be retained as agreed with DEFRA for a time not exceeding 2 years after the completion of the project at which time it will be securely deleted/destroyed.</p>



## Annex 2 – Specification of the Services

### Summary

This feasibility study will review current provision of opportunities to encourage children and young people (aged 5 -20) to make use of the Natural environment. The results will inform decisions on any future role for Government in supporting the increase of opportunities for disadvantaged young people to experience a range of natural environments, learn about how natural environments can benefit them (for instance in terms of health and wellbeing), and participate in social action related to the environment.

The project is intended to help identify whether disadvantaged children and young people are accessing opportunities available, the barriers and challenges to increasing uptake of opportunities, and how best practice can be built upon and current provision maximised, to encourage use of the Natural environment by disadvantaged children and young people. The project should seek to understand how a future natural environment programme could reach the most disadvantaged young people, identify where support would be best allocated and how it could be developed, including the role for potential Government support.

The project is expected to last 12 months, from February 2019 to February 2020. It is expected that:

- An interim report will be produced in July 2019;
- The draft research report will be provided in November 2019;
- The final report in February 2020.

The project is part of Defra's Natural Environment and Rural Evidence Programme and is intended to inform implementation of the Government's 25 Year Environment Plan (25 YEP).

### Background

#### The Government's Commitment to Connecting People with the Environment

The Government's 25 YEP was published in January 2018<sup>1</sup>, setting out government action to help the natural world regain and retain good health. Key aims of the plan are to enhance engagement with the natural environment and proposals seek to improve social justice by opening up the mental and physical health benefits of the natural world to people from the widest possible range of ages and backgrounds.

#### Evidence

Time spent in the natural environment can have benefits for young peoples' health and wellbeing and personal development. For example, there is relatively strong and consistent evidence for mental health and wellbeing benefits arising from exposure to natural environments, including reductions in stress, fatigue, anxiety and depression, together with evidence that these benefits may be most significant for marginalised groups<sup>2</sup>. Studies have also generally found positive links between exposure to natural environments and personal and social skills. The evidence suggests that learning in natural environments may be of particular benefit to specific groups such as

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<sup>1</sup> <https://www.gov.uk/government/publications/25-year-environment-plan>

<sup>2</sup> Source: Evidence Statement on the Links Between Natural Environments and Human Health, Defra, University of Exeter, and European Centre for Environment and Human Health, 2017

children suffering mental distress, those with low self-perceived social and personal skills, children on the autistic spectrum and those with other special needs<sup>3</sup>.

We know that some 12% of children do not spend time in nature, each year. Children from lower socio-economic groups are less likely to spend time in nature regularly – or at all – than children from A, B socio-economic groups<sup>4</sup>, and are therefore less likely to experience the benefits that should be available to all. There are multiple drivers of this, including relatively poor access to high quality green space, and the way that families spend their time.

Social action generally has been shown to have benefits for young people, helping build key skills for life and work including empathy, problem solving, cooperation, grit, and community involvement<sup>5</sup>. Starting this activity young not only increases the chances of these benefits persisting, but is also more likely to result in developing a sustained practice of social action later in life<sup>6</sup>.

Evidence suggests that while many people are already keen to improve the environment, we should aim for many more to do so. Among younger people alone, and across all kinds of social action, the government-funded National Youth Social Action (NYSA) survey of 2017, found that in a group of 10-20 year olds, 39% of young people participated in meaningful social action, whilst another 42% took no part in social action<sup>7</sup>. Of those who took no part in social action, 29% indicated that they would be interested in supporting causes related to 'Animal Protection', whilst 15% would be interested in supporting issues related to 'The environment'.

#### Government Commitments and Context

Recognising the evidence, the Government has, in its 25 environment plan, set out a range of commitments to connect people with the environment to improve health and wellbeing. One of these commitments is:

- Helping children and young people from all backgrounds to engage with nature and improve the environment

The aim is to encourage, through a series of actions, greater contact with natural environments amongst children and young people from disadvantaged backgrounds, as part of the broader aim for everyone to use, enjoy and care for natural environments.

Specifically, an action for Government is to “explore with youth sector partners the potential for piloting a natural environment programme with youth groups that encourages use of natural environments through social action. This would aim to reach more young people from disadvantaged backgrounds”.

The Government recognises the importance of youth services and trained youth workers and the transformational impact that they can have especially for young people facing multiple barriers or disadvantage.

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<sup>3</sup> Source: Links between natural environments and learning: evidence briefing for Natural England, by Rebecca Lovell, European Centre for Environment and Human Health, 2016

<sup>4</sup> 65% of children from DE socio-economic groups visit at least once a week, compared to 77% from AB socio-economic groups. 14% of children from DE socio-economic groups never visit, compared to 9% of children from AB socio-economic groups. Source: MENE survey

<sup>5</sup> Evaluating Youth social action (2016), Behavioural insights team.

<sup>6</sup> Arthur J., Harrison T., Taylor-Collins E., Mollera F. (2017); Habit of Service: The factors that sustain service in young people. <https://www.jubileecentre.ac.uk/1581/projects/current-projects/a-habit-of-service>

<sup>7</sup> Defined in the National Youth Social Action Survey 2017 as 'practical action in the service of others to create positive change' and covering a wide range of activities that help other people or the environment, such as fundraising, campaigning, tutoring/mentoring and giving time to charity.

Increasing participation in effective youth groups, programmes and social action opportunities in the natural environment among children and young people from disadvantaged backgrounds can improve their:

- a. mental health and wellbeing, including their confidence
- b. soft-skills, character development and employability
- c. participation in environmental action to improve the natural environment

These aims can be achieved by practically exposing young people to natural environments for the benefits it provides and educating them about these benefits, as well as the threats posed to the environment and the ways they can make a difference.

A range of organisations already provide experiences and social action opportunities in natural environments. Examples include the Scouts, Girlguiding, Woodcraft Folk, Duke of Edinburgh's Award, Prince's Trust and the John Muir Trust. Government wishes to understand if there is a gap in provision of opportunities **undertaken in the natural environment** for disadvantaged young people. The scope of these opportunities can include experiencing a range of natural environments, learning about how natural environments can benefit them (for instance in terms of health and wellbeing), and participating in social action related to the environment.

### Related Government action

Of the commitments made by Government in Chapter 3 of the 25 YEP, these two provide important context for this research project:

- 1 Defra, together with Department for Education and Natural England, will be launching a £10 million Children and Nature programme to improve children's health and wellbeing through contact with the environment. This will include projects to:
  - a. Develop school grounds and improve teachers' ability and confidence to make best use of them
  - b. Develop a progressive programme of school visits and improve teachers' ability and confidence to lead them
  - c. Deliver a structured programme of work to develop outreach activity by community forests and woodland
  - d. Support a national expansion of care farming by 2020

These projects will focus on the how nature contact can support children's health, wellbeing, as well as their behaviour, engagement and attendance and care and concern for the environment. They will not assess children's present or future commitment to social action. The programme is separate from this research project, which we anticipate will focus on influencers outside the school environment.

- 2 Defra will be making 2019 a year of action for the environment, putting children and young people at its heart. This Year of Green Action will provide a focal-point for organisations that run environmental projects, and will encourage wider participation. Defra will also work with Step Up to Serve and other youth and environmental partners to develop an environment theme for the #iwill campaign in 2019. As part of supporting young people's participation, Defra is funding an evidence project that will identify how organisations can better tailor their volunteering offers for young people and also plans to evaluate progress in increasing young people's environmental social action, sharing lessons to sustain good practice.

## Definitions and scope

For the purposes of this project:

- a. “Disadvantage” – in their bids, tenderers should outline the approach to defining ‘disadvantage’ and identifying the target group.
- b. “Youth Groups” – includes any youth groups delivering the activity in scope of the project to young people between the ages 5-20, whether or not it is their central function. Youth groups do not necessarily need to be delivered by trained youth workers to be in scope of this research project.
- c. “Environmental volunteering” includes volunteering activity that is undertaken in, and can provide a benefit to, the natural environment. “Social action” includes activity led by a trained youth worker to achieve a positive goal that is done with others.
- d. “Environmental social action” is action led by a trained youth worker that is done with others in the natural environment to deliver a benefit for the environment or for society.
- e. “Youth social action”, as defined by the #iwill campaign, is practical action in the service of others to create positive change, which includes campaigning, fundraising and volunteering. The campaign has identified set of six principles which define high quality social action.<sup>8</sup>
- f. Activities and opportunities provided by schools are outside of the scope of this study unless activities take place outside core school time (for example activities delivered with pupils during evenings, w

## **Research aims and objectives**

The key aim of this project is to examine existing provision and uptake of opportunities for disadvantaged children and young people to encourage use of Natural environments. The project shall produce a report which identifies gaps in service provision, barriers and challenges to effective and quality provision by service providers and any solutions to increasing engagement with the target group. The report shall identify examples of best practice and opportunities to build on current provision, as well as provide recommendations for effective future monitoring of engagement with the target group.

The project shall seek to understand how a future natural environment programme could reach the most disadvantaged young people, identify where support would be best allocated and how it could be developed, including the role for potential Government support.

The report shall be written primarily for policy and practitioner audiences in the environment, youth, green space, physical activity and social action sectors. The study should take account of ongoing activity including:

- a. Work in current strategies including the Civil Society Strategy, insights produced by the #iwill Fund learning hub, research on the impact of Uniformed Youth Groups and any government wide work on enabling social action.
- b. The ‘Inspired Card’ piloted by Vinspired in partnership with the #iwill Fund and the Great London Authority.
- c. Our Bright Future partnership led by The Wildlife Trusts which brings together the youth and environmental sectors.

Suppliers shall outline their approach to any geographical targeting which should ensure sufficient coverage of the scope and scale of service provision in England.

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<sup>8</sup> <https://www.iwill.org.uk/about-us/principles/>

The objectives are:

- To provide a brief summary of any previous activity undertaken to identify trends in provision and increase use of natural environments by the target group.
- To undertake a detailed review and mapping exercise of the current provision for children and young people to engage with the natural environment. The review should consider youth programmes, groups and clubs, social action opportunities and any other services provided to the target group. It should identify any areas or sub-groups that are poorly served by current activity, including particular age groups, and should distinguish between activities supervised by trained youth workers and less structured provision by other local providers.
- To review the extent to which disadvantaged children and young people are participating and remaining engaged in current service provision.
- To review and identify existing data sources that could be used to understand engagement levels of disadvantaged young people.
- To gather insights from service providers, practitioners, environmental organisations and NGOs, and other intermediaries in order to:
  - a. Explore systemic issues, challenges and barriers to provision and uptake of opportunities by this target group
  - b. Understand how engagement with the target group is measured, understood and evaluated
  - c. Explore opportunities to further improve and build upon current provision to support increased engagement by the target group
- To use the results from the review and mapping exercise and insights gathered, in order to:
  - a. Identify whether there is a gap in current provision of opportunities for the target group
  - b. Explain the barriers and challenges in provision for the target group and identify any solutions to addressing these
  - c. Identify opportunities to enhance the existing offer made to young people from disadvantaged backgrounds to allow more children and young people to experience the natural environment – either through adjustments to the existing offering, or through new offerings
  - d. Make a recommendation as to the case for (or against) a natural environment pilot programme to encourage use of the natural environment by disadvantaged children and young people – and if appropriate, how this could be developed.
- To recommend future actions which would help achieve our goal of increasing use of the natural environment by the target group, focusing primarily on those which could achieve the most significant impact, including specific actions for Government, as well as the youth sector, educational institutions, and local government.
- To set out options for a future natural environment programme, including the role for potential Government support, which should be written for policy and practitioner audiences in the natural environment, youth, education, physical activity and social action sectors. These should consider any optimum target groups or regions, potential components and activities, and the scale and possible costs of interventions. Options should consider potential mechanisms for government support based on successful schemes in the UK and overseas. This might involve consideration of the capacity of groups currently active within the sector to increase the effectiveness and reach of their provision for the target group.

All surveys undertaken by or on behalf of Defra should obtain clearance from the Department's Survey Control Liaison Unit (SCLU). Bidders should make allowance for SCLU clearance which typically takes up to four weeks.

The successful supplier shall deliver a report of suitable length, and supporting documents to inform Defra's policies to meet the objectives above. The following outputs are required:

The project is expected to last 12 months. It is expected that:

- a. Interim report by July 2019 – although the timing of this is flexible and may depend on the overall context of the proposed programme of work.
- b. Draft research report
- c. Final research report
- d. Appropriate papers prior to steering group meetings, and appropriate records of these meetings
- e. Presentations of the interim and final research reports

## **Publication**

It is Defra policy to publish all final research outputs. Defra will always reserve the right to determine if and how outputs should be published. Following delivery of the final project, Defra will arrange for peer review of the report prior to publication.

## **NatCen Approach, methodology, and outputs**

The key aim of this project is to map existing provision, exploring the extent to which this provision is meeting the needs of disadvantaged children and young people and encouraging use of natural environments. This will include identification of gaps in provision, barriers to providing accessible and high quality provision and approaches to increasing engagement amongst disadvantaged children and young people, or subgroups of disadvantaged children and young people. To achieve this aim, NatCen propose an approach that collects data from a range of sources and syntheses of multiple lines of evidence to provide both breadth and depth of evidence.

## **Definitions**

NatCen recognise that in mapping any kind of provision, particularly at a national level, the definition of parameters is a critical first step in ensuring the study maintains focus and meets the policy requirement.

## **Defining disadvantage**

It is important to carefully consider what is meant by disadvantage for this study. When the concept of disadvantage or social disadvantage is associated with poverty, as often is the case, it is conceptualised as *an absence, lack or denial of advantage*<sup>9</sup>. However, it is generally agreed that socio-economic disadvantage is a broader concept than poverty, "*encompassing not only a*

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<sup>9</sup> Dean, Hartley (2016) Poverty and social exclusion. In: Platt, Lucinda and Dean, Hartley, (eds.) Social Advantage and Disadvantage. Oxford University Press, Oxford, UK, pp. 3-24. ISBN 9780198737070  
[http://eprints.lse.ac.uk/66099/1/\\_\\_\\_lse.ac.uk\\_storage\\_LIBRARY\\_Secondary\\_libfile\\_shared\\_repository\\_Content\\_Dean%20C%20H\\_Poverty%20and%20Social%20Exclusion\\_Dean\\_Poverty\\_and\\_Social\\_Exclusion.pdf](http://eprints.lse.ac.uk/66099/1/___lse.ac.uk_storage_LIBRARY_Secondary_libfile_shared_repository_Content_Dean%20C%20H_Poverty%20and%20Social%20Exclusion_Dean_Poverty_and_Social_Exclusion.pdf)

*person's access to material resources but also their access to social resources"*<sup>10</sup>. Another definition suggests that whilst poverty is the most important factor of disadvantage, it is also

**"about the complex interplay of factors such as health, housing, education, and family background, and the resulting lack of ambitions and expectations".**<sup>11</sup>

The factors affecting disadvantage not included in these definitions are intersecting protected characteristics, such as race/ethnicity and disability.

NatCen suggest using an established government metric – the Indices of Multiple Deprivation (IMD) which uses data on a range of factors to rank local areas<sup>12</sup>. Although NatCen will use the IMD as the basis to define the parameters of our study, through the research NatCen will seek to better describe 'Natural capital' and its' absence as a component of social disadvantage.

NatCen's definition of disadvantaged children and young people will primarily comprise those living in deprived areas and from self-reported lower income households. It may include BME children and young people, those with disabilities (as some types of disability may hinder access to the natural environment) and other characteristics that result in disadvantage. During the research we will also explore how participants define disadvantage.

### **Defining the 'natural environment'**

Some definitions of what constitutes the natural environment are broad encompassing all aspects of our environment which is not built by humans. For example, one definition by Natural England states that natural environments

**"are those which in contrast to the built environment contain living and non-living material. These include rivers, lakes, forests, the atmosphere, coastlines, caves and mountains"**<sup>13</sup>

On the other hand, another report on children and the natural environment includes specific types of built environments, such as urban gardens:

**"The natural environment which includes all land, flora and fauna, freshwater and marine environments, geology and soils. It ranges from inner city gardens to farmland, remote wilderness and the high seas."**<sup>14</sup>

NatCen would welcome a discussion with Defra to formalise a definition of natural environment for this study. It will be important to agree whether certain activities where the boundaries of the built environment and nature are blurred, such as city farms or butterfly houses should be included or

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<sup>10</sup>

<http://www.equalrightstrust.org/ertdocumentbank/Tackling%20Socio%20Economic%20Disadvantage%20Making%20Rights%20Work.pdf>

<sup>11</sup> Government Equalities Office, The Equality Bill: Duty to Reduce Socio-Economic Inequalities, 2010, p. 14, available at: <http://sta.geo.useconnect.co.uk/pdf/Socio%20Economic%20pre-guidance%20guidancev2%2008012010.pdf>

<sup>12</sup> The IMD used data on income, employment, health deprivation and disability, education skills and training, barriers to housing and services, crime and living environment.

<sup>13</sup> Natural England (2012) Learning in the Natural Environment: Review of Social and Economic Benefits and Barriers, page 2.

<sup>14</sup> Natural England (2011) Children and the natural environment: experiences, influences and interventions, NECR026, page 4.

excluded from this study. Another aspect of this would be to consider whether activities such as Park Runs can be defined as programmes that support engagement with the natural environment.

### **Defining ‘programme’**

As this study will help to inform Defra’s decision to invest in a natural environment programme, we consider it important to reflect on what constitutes a programme. Assuming that Defra would want to carry out an evaluation to assess whether a new natural environment programme was worth the investment and was achieving its intended goals, literature on evaluation helps to define ‘programme’. In general, an intervention programme is an intentional activity undertaken to improve a situation for a defined target group. A social intervention or programme is an:

**“...organised, planned and usually on-going effort designed to ameliorate a social problem or improve social conditions...”<sup>15</sup>**

Important aspects of a social programme are formal and specified activity with defined goals and, if possible, clearly stated outcomes for participating groups, in this case disadvantaged children and young people.

### **Defining engagement**

For the purpose of this study, we believe that engagement refers to two specific types of engagement:

1. Children and young people as **‘consumers’** of nature. By this we mean that children and young peoples’ engagement with the natural environment is experiential, this, is they ‘enter’ the natural environment and the sole purpose of this engagement is experience and/or discovery. Moreover, this engagement is as a participant in a formalised activity – a programme – which is outside their usual routine (and is outside of core school hours or training programme)
2. Children and young people as **‘actors’** within natural environments taking part in opportunities to benefit the natural environment or to create positive social outcomes through volunteering.

An initial discussion and agreement in relation to the above, will help to structure and focus the study so that data gathered is meaningful and meets Defra’s aims and objectives in conducting this study.

### **NatCen research design**

To meet the evidence gathering requirements of this study, NatCen suggest a staged research design to gather breadth and depth of data. Using a case study approach based on geography, the research stages are:

- Desk research and sampling
- Research with key stakeholder



- Survey of programmes at spatial scale
- Deep dive study.

NatCen's design incorporates an iterative approach to building a sample frame of natural environment programmes and on-going desk research. This is depicted in Figure 1 and explained in more detail below. However, we start by discussing the geographical parameters of the study.

## **The geographical scope of the study**

To ensure that our study's primary focus is on disadvantaged groups, we have suggested using the Indices of Multiple Deprivation to define the spatial parameters of our study (discussed above). We know that the local provider infrastructure is an important aspect of mapping provision and there are links between disadvantaged areas and the strength of local service networks. NatCen's design recognises that it is important to study also disadvantaged children and young people's access to natural environment programmes in more affluent areas. NatCen's approach to identifying and selecting areas and providers is set out in the next two sections.

## **Area and service coverage**

Services that engage children and young people in the natural environment can take a variety of forms, which means that such provision is potentially spread out across different types of organisations (such as local authorities, schools (e.g. forest schools), voluntary and community sector organisations (VCSOs) and businesses (e.g. city farms)). Furthermore, the number of such organisations is likely to be large across England. Identifying all providers and collecting basic information about their activities and their focus on disadvantaged children and young people would be prohibitively time-consuming and expensive.

As a more efficient alternative we recommend focusing the study in a few strategically chosen areas that are varied in the natural environment that is accessible to children and young people. We recommend focusing on the most deprived areas, as this would allow us to identify a large proportion of the target group – disadvantaged children and young people. In parallel, we will seek to contrast this by exploring the experience of accessing natural environment opportunities by disadvantaged groups living in more affluent areas.

## **Our sampling approach**

NatCen suggest using the Index of Multiple Deprivation (IMD) to identify most deprived local authorities (LAs), which would set the scope of study. The IMD uses the proportion of lower super output areas (one of the Census geographies) that are in the most deprived decile nationally.<sup>16</sup>

This does not of course mean that the entire local authority is deprived, in fact it may include affluent wards as well.

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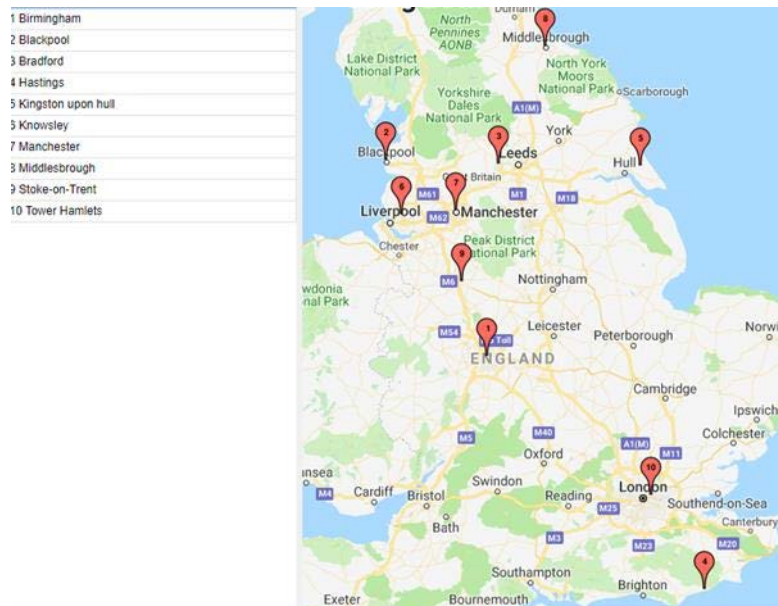
<sup>15</sup> Rossi, P., Lipsey, M. and Freeman, H. (2004) Evaluation: A systematic approach  
Bristol: SAGE publications.

<sup>16</sup> Department for Communities and Local Government (2015). The English Indices of Deprivation 2015. URL: <https://www.gov.uk/government/statistics/english-indices-of-deprivation-2015>

As a next step NatCen will work with you to identify deprived LAs that vary in their geographical location and the type of natural environment that is in its vicinity. As a starting point, Table 1 lists the ten most deprived local authorities and map below shows their geographical location.

**Table 1. List of 10 most deprived local authorities (IMD)**

Local Authority	Region	% of areas in the most deprived decile nationally (2015)	Local environment
Middlesbrough	North East	48.8%	Urban
Knowsley	North West	45.9%	Small towns
Kingston upon Hull	Yorkshire & the Humber	45.2%	Coastal
Manchester	North West	40.8%	Urban, near a national park
Birmingham	West Midlands	39.6%	Urban
Blackpool	North West	38.3%	Coastal
Bradford	Yorkshire & the Humber	32.6%	Urban
Hastings	South East	30.2%	Coastal
Stoke-on-Trent	West Midlands	30.2%	Urban
Tower Hamlets	Greater London	23.6%	Inner city



Using this list as a starting point, NatCen would welcome a discussion with Defra on the inclusion of areas of interest to Defra, such as deprived rural areas (but not ranked among the most deprived), coastal areas in the South West, and/or more affluent areas with a proportion of disadvantaged children and young people.

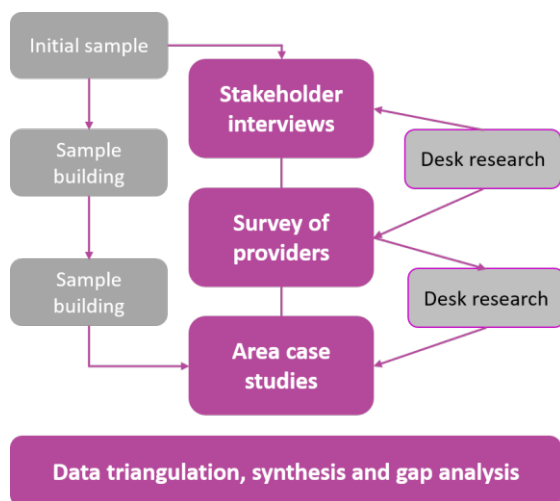
The sampled LAs and LA clusters will be used to determine the geographical scope of the study. We have provided costs for research in 8 areas and in 10 areas, we would also agree the balance between deprived and less deprived areas. We suggest that at least two areas in the sample are

‘less deprived’ based on the agreed definition that is used.

## Data collection and sample building

The figure below sets out our staged approach to evidence gathering for the study across the selected areas.

**Figure 1. NatCen research design**



## Desk research

At the start of the study we will carry out desk research which includes web searches and a review of documents. The purpose of this will be twofold:

- *Sample building* for each of the selected geographical areas: NatCen will conduct online searches to build a sample of local providers involved in connecting children and young people to the natural environment. This will include postcode searches to identify local chapters of national organisations.
- *Conducting a brief review of evidence* related to engagement of disadvantaged children and young people as well as barriers to engagement. This will identify existing survey questions relevant to engagement and use these to inform the development of research instruments (for example, the National Youth Social Action Survey).

## Stakeholder interviews

To gain a broad perspective on the types of natural environment programme that are available to children and young people, we propose conducting in-depth telephone interviews with national stakeholders. Whilst the final sample will be agreed with Defra and draw on the Natural England National Outdoors for all Working Group, we suggest that our sample includes the following:

- The Scout Association/Girlguiding/Woodcraft Folk and other similar organisations
- #iwill
- National Citizen Service
- vInspired
- The National Trust
- Ecosystems Knowledge network

- The Wild Network
- Dirt is good
- Wildlife Trusts
- RSPB
- UK Youth
- British Youth Council
- The Duke of Edinburgh's award (DofE)
- RNLI (Lifeboats)
- Snorkeling, caving, and walking clubs and associations
- Farms for city children
- English Outdoor Council.

The purpose of conducting these interviews will be twofold: firstly, NatCen would seek to understand the range of interventions that are aimed at supporting diverse children and young people to engage with the natural environment, and secondly, NatCen would explore their specific knowledge of opportunities in our sampled areas. NatCen will also seek to understand the barriers and facilitators to engagement for disadvantaged groups of children and young people. In addition, NatCen will explore what data sources are available to help build a local and a national picture of engagement.

Information about local providers gleaned from stakeholder interviews will be added to our local area samples and contact details will be obtained by conducting further desk based research.

In total NatCen propose to conduct 20-25 telephone interviews across a mix of organisations offering opportunities to children and young people to engage with nature (as 'consumers' and/or as 'actors'). Interviews will last no longer than 50 minutes and will be recorded and professionally transcribed.

### **Survey of local providers**

In each of the chosen areas will conduct a short survey of organisations that provide services that engage children and young people with the natural environment. The aim of the survey will be to collect information on the nature of services provided and specifically on the extent to which disadvantaged children and young people are engaging with the services. For this survey NatCen will use the sample frame we have developed for each area.

### **Questionnaire design**

NatCen envisage a short questionnaire, taking no longer than 15 minutes to complete. NatCen anticipate agreeing the final instrument with the Defra team, but assume that the questionnaire will collect information on the following topics:

- Type of natural environment activities/programmes provided, if any
- Length of time programme has been available, target groups and ultimate goals
- Any LA/government support received (name of Department(s))
- Local service infrastructure and funding constraints
- Age groups services are designed for
- Cost to participants
- Data collected on take-up
- Average attendance/membership numbers and trends over time

- Proportion of children/young people who are from a disadvantaged background
- Barriers and facilitators to engagement
- Gaps in existing provision.

At the end of the questionnaire NatCen will include a question asking about other local service providers we could include in the research. The research team will review these suggestions and add any additional relevant organisations to our sample for fieldwork. NatCen believe this approach to sample building will give us the most complete coverage of service provision in each of the selected areas. Finally, we will seek permission to re-contact for further in-depth research during the next stage of the study.

### **Contacting service providers**

NatCen will send a letter to identified providers and invite them to complete an online survey. Where email addresses are available, we will also send email invitations and two email reminders. Providers who do not respond to the web survey will be contacted over the phone (if phone numbers are available) by a professional interviewer, who will be able to carry out the interview then and there or schedule an appointment. All interviewers will be trained by the research team and the progress of the fieldwork will be regularly monitored.

### **Maximising response**

NatCen have assumed that we will conduct up to 20 survey interviews per area with a response rate of 20 per cent. This will give 160 interviews if the study is focused on eight areas

The number of cases available for contacting is unlikely to be large, so we will need to work hard to achieve as high response rates as possible. NatCen will do this by:

- Designing accessible and user-friendly contact materials designed based on current best practice in survey design.
- Using our trained telephone interviewers with extensive experience of interviewing professionals.
- Face-to-face briefing of interviewers by the research team with a focus on how to achieve high response rates.
- Continuous monitoring of response to ensure that any issues are detected and addressed early.
- Silent monitoring of interviews, to detect interviewers who may be struggling with gaining response and addressing their performance if needed.
- Flexibility to reschedule interviews when convenient for participants.
- Interviewing during weekdays with an option to schedule interviews for weekday evenings and weekends.

### **In-depth area case studies**

Following an initial analysis of the survey, NatCen will identify four areas where we will carry out in-depth research. Two main sampling criteria will be used to identify these areas:

- Urban/coastal/rural
- Provider success/challenges in engaging disadvantaged children and young people.

The purpose of these case studies will be to explore in-depth the barriers and facilitators to engagement reported in the survey. Each case study will also explore how the local infrastructure and funding streams support natural environment programmes.

## **Sampling**

NatCen believe the snowballing approach to sample building undertaken during the previous stages of the research will give us the most complete coverage of service provision in each of the selected areas. NatCen expect the sample in each area to include:

- Local youth services/groups
- Local DofE office and providers
- Local faith groups
- Programmes receiving funding from organisations such as the Big Lottery Fund (Headstart or Access to Nature, for example).

Working closely with 1-2 providers locally NatCen expect each case study to be developed by collecting data during a two-day visit. The visit will include the following:

- 3-4 interviews with local natural environment programme providers
- 1-2 group discussions with children and young people.

## **Provider interviews**

Interviews will last no longer than an hour and will cover the following themes:

- Local infrastructure in relation to natural environment programmes
- Perceptions of take-up by disadvantaged children and young people
- Data collected on take-up
- Barriers and facilitators to engagement
- Gaps in provision
- Recommendations for change

## **Focus groups**

NatCen will work with local providers to establish the optimum approaches to coordinating and facilitating the discussion groups with children and young people but will ensure that the groups include a range in terms of level of engagement with the natural environment, as well as age and other key characteristics.

Focus groups of 4-6 people will last around 80-90 minutes with the discussion focused on:

- General interest in the natural environment
- Previous experiences of engagement with a natural environment programme
- Reasons for engagement/non-engagement
- Changes needed to local programmes to encourage take-up.

NatCen are strongly committed to listening to and representing children and young people's voice at all ages, but how we engage with younger children under the age of 13 will depend on the local providers and the ease with which we are able to obtain parental consent. NatCen would welcome an early discussion with Defra to refine our position.

All interviews and discussions will be recorded and professionally transcribed. Each child/ young person taking part in the research will be offered a £15 generic shopping voucher to thank them for their participation in the study.

## **Analysis**

### **The overall approach**

NatCen will take a systematic approach to the analysis. Data from each stage of the research will be analysed separately in the first instance. This will help to ensure that emerging findings from preceding stages inform all subsequent stages of the research so that the fieldwork and analysis of each component are akin to building blocks that come together at the end of the study to form an integrated and well-constructed analytical approach. A fundamental aspect of our analytical process will be to triangulate data to strengthen the validity of our responses to the study's aims and objectives. Drawing together both provider and participator views will provide a more holistic picture of current provision and strengthen the evidence for setting out the potential for development.

### **Survey data analysis**

NatCen expect the analysis to be descriptive, consisting of frequency and cross-tabulation. All tables will be produced using our automated table production facility called TablesHub. This Excel and SPSS macro-based tool allows for an easy specification of tables that can be shared with clients and radically reduces the scope for human error in the table production process.

### **Qualitative data analysis**

All interview and focus group transcripts will be analysed using Framework, a systematic approach to data analysis that was developed by NatCen and is now widely used in social policy research. Framework uses a 'matrix' approach to summarise data, identify illustrative verbatim quotes, and conduct theme and case-based analysis. Data can be thematically compared and areas of convergence and dissonance across cases identified adding richness to the analysis

### **Synthesis analysis using a gaps analysis framework**

After conducting our analyses by method NatCen will engage in a process of data triangulation and thematic synthesis so that we can build a detailed picture of the landscape of provision of natural environment programmes in deprived areas and the barriers and challenges associated with engaging disadvantaged children and young people. Qualitative data and emerging analysis will be viewed and synthesised alongside the quantitative data analysis. This will enable the linking of factors to help tease out the successful aspects of engagement. To ensure that our approach to synthesis meets Defra's needs, we propose to use a framework comprising six categories:

- Type of programme: content, target groups and goals
- Engagement mode: 'consumers' and 'actors'
- Local infrastructure: programmes, networks, coordination
- Funding: national/local funds and fees incurred
- Optimising: what is needed to optimize existing provision
- Expanding: what new provision would benefit the target groups and local communities.

In addition to identifying gaps in provision, across these categories, barriers and facilitators to engagement identified in the data will be considered. A final high-level assessment will include clear, practice recommendations for the Department.

## **Outputs**

As set out in the specifications, NatCen will provide the following outputs:

- Interim presentation and report by May 2019 – this is likely to cover emerging findings from the stakeholder interviews and desk research
- Draft research report in September 2019 - covering findings from all elements of the study, synthesis and our early formulation of recommendations for consultation with the steering group
- Final presentation and research report in November 2019 - the final report will incorporate two rounds of consolidation of comments from the Department and include an executive summary. We will explore the potential for developing an accessible summary or infographic for sharing with providers.

NatCen will also provide appropriate papers prior to steering group meetings, along with a record of these meetings

## **Ethics and GDPR**

Ethical approval will be sought from NatCen's Research Ethics Committee.

Defra as data controller will need to specify the legal basis for the study. NatCen will be the data processor.



## Annex 3 - Charges for the Services

The supplier will be responsible for all travel and subsistence costs related to the work and the supply of all labour, material, and equipment.

Task	Staff costs				Price (excl. VAT)
	Grade	Day rate	No. days	Total cost	
<b>Resource Costs</b>					
Team Leader: Quality assurance and oversight					
Inception meeting					
Inception meeting					
Project management					
Project management					
Project management					
Ethical review					
Ethical review					
Stakeholder interviews (material dvlp, sampling, briefing)					
Stakeholder interviews (planning, recruitment, conduct, charting)					
Stakeholder interviews ( recruitment, conduct, charting )					
Area sampling and desk research					
Area sampling and desk research					
Area sampling and desk research					
Survey: design and administration					
Survey: design and administration					
Survey: design and administration (data management)					
Survey: design and administration					
Case Studies: material development & recruitment					
Case Studies: material development & recruitment					
Case Studies: material development & recruitment					
Case Studies: Site Visit - briefing & all data collection					

Task	Staff costs				Price (excl. VAT)
	Grade	Day rate	No. days	Total cost	
Case Studies: Site Visits - briefing & all data collection					
Case studies: Site Visits - briefing & all data collection					
Analysis, Report and Presentation: interim and final					
Analysis, Report and Presentation: interim and final					
Presentation: analysis & development : interim and final					
<b>Any other costs</b>					
Project Computing (Survey programming, testing)					
Operational Field Costs (Telephone Unit)					
Data and Logistics (Telephone Unit)					
Printing					
Postage					
Tel interviewer briefings (venue hire and incidentals)					
TU - Telecoms cost					
All case study costs					
Transcription (all interviews and focus groups)					
██████ - expert consultant					
Other Costs (includes Inflation)					
<b>Total Fixed Cost (ex. VAT) for research in eight areas</b>			██████	██████	<b>£142,301.63</b>

### Milestones

Delivery milestones are likely to be:

- The interim report will be produced in June 2019;
- The draft research report will be provided in October 2019;
- The final report in January 2020.

Milestones will be agreed within the inception meeting and a contract change note prepared to reflect the agreed milestones and anticipate payment periods.