



Department
for Environment
Food & Rural Affairs



Framework Agreement Terms and Conditions

Procurement Title: Natural England (NE) Planning
Related Advice Professional Services (NE PRAPS)
Framework

APRIL 2023

FRAMEWORK AGREEMENT

Section 1

THIS AGREEMENT is made on the **26th day of April 2023**

BETWEEN:

- (1) **NATURAL ENGLAND** of County Hall, Spetchley Road, Worcester, WR5 2NP (the "Authority"); and

AND

- (2) **FAIRHURST GROUP LLP** of 43 George Street, Edinburgh, EH2 2HT ("Supplier")

WHEREAS:

- (A) The Authority placed a contract notice (**Number: 2023/S 000-001919 / Reference: 2023-040180**) on **20th January 2023** in the **Find A Tender Service (FTS)** to establish a multiple source framework of specialist suppliers to provide Services. This new framework provides a structure under which projects can be procured, via Mini-Competition or Direct Award, for the planning related advice framework provision.

This new framework aim is to provide services of suppliers/contractors with relevant skills, experience and expertise in providing expert advice and training on a wide range of planning issues to decision makers and consultees. It will run for a period of three (3) years with an option to extend by one (1) further year.

Natural England (NE) is the Contracting Body for the purposes of calling off contracts under this Framework.

- (B) On the basis of the Supplier's tender, the Authority selected the Supplier to enter into a Framework Agreement to provide Services to the Authority and Contracting Body on a Call-Off basis in respect of the Supplier's Lot(s) in accordance with this Framework Agreement.
- (C) This Framework Agreement sets out the terms and conditions on which the Supplier will supply the Services to the Authority and Contracting Body and the procedure that the Authority and Contracting Body will use to order Services from the Supplier.
- (D) There is no obligation for the Authority and/or Contracting Body to place Services with the Supplier under this Framework Agreement.

NOW IT IS HEREBY AGREED as follows:

Planning Related Advice Professional Services Framework

TERMS OF THIS FRAMEWORK AGREEMENT

1. The Authority appoints the Suppliers as a potential Supplier of Services in accordance with the terms and conditions of this Framework Agreement which comprises all the documents set out below and incorporates all the Standard Terms and Conditions set out in Section 2 and the Schedules and Appendices below.

2. This Framework Agreement comprises the following:

Section 1	Parties, Recitals, Terms, Signatures
Section 2	Standard Terms and Conditions of Framework Agreement
Schedule 1	Definitions
Schedule 2	Specification
Schedule 3	Lots' Specification
Schedule 4	Pricing Matrix
Schedule 5	Call-Off Procedure
Schedule 6	Expression of Interest Form
Schedule 7	Call-Off Form
Schedule 8	Call-Off Contract
Schedule 9	Information Asset Management Policy
Schedule 10	Security Policy
Schedule 11	IT Network Security Policy
Schedule 12	Network Access Control Policy

3. Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("**Atamis**").

Section 2 Standard Terms and Conditions of Framework Agreement

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Framework Agreement, unless the context otherwise requires:
- 1.1.1 capitalised expressions shall have the meanings set out in Schedule 1 to this Framework Agreement or the relevant Framework Agreement schedule in which that capitalised expression appears;
 - 1.1.2 if a capitalised expression does not have an interpretation in Schedule 1 to this Framework Agreement or the relevant Framework Agreement schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning;
 - 1.1.3 words importing the singular meaning include, where the context so admits, the plural meaning and vice versa;
 - 1.1.4 words importing the masculine include the feminine and the neuter;
 - 1.1.5 reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - 1.1.6 references to any statutory provision, enactment order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
 - 1.1.7 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees; and
 - 1.1.8 the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”.
- 1.2 In the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order for precedence:
- 1.2.1 Section 1: Parties, Recitals, Terms, Signatures and Section 2: Standard Terms and Conditions of Framework Agreement and Framework Agreement Schedule 1 Definitions; and
 - 1.2.2 Framework Agreement Schedules 2-12 inclusive.
- 1.3 If there is any conflict between the provisions of this Framework Agreement and

provisions of any Call-Off Contract, the provisions of the Call-Off Contract shall prevail over those of the Framework Agreement including:

- 1.3.1 any special conditions or variations set out in the Call-Off Form (provided that such conditions or such variations do not amount to a material change of this Framework Agreement within the meaning of the Public Contracts Regulations 2015) forming part of the Call-Off Contract shall prevail over the Framework Agreement and the Call-Off Terms and Conditions set out in Schedule 8.

2 TERM OF FRAMEWORK AGREEMENT

- 2.1 This Framework Agreement commences on the date set out at the top of section 1 (the “**Framework Commencement Date**”) and shall expire at the end of the **31st of March 2026**, unless it is terminated earlier or extended in accordance with the terms of this Framework Agreement or otherwise by operation of Law.
- 2.2 The Authority may extend the Contract for a period of 12 months by giving not less than 2 months’ notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Framework Agreement shall apply throughout any such extended period.

3 SCOPE OF THE FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Services by the Supplier to a Contracting Body.
- 3.2 A Contracting Body (subject to the following provisions) may at its absolute discretion and from time-to-time order Services from the Supplier in accordance with the Call-Off Contract Procedure specified in Schedule 5.
- 3.3 The Supplier acknowledges that there is no obligation for the Authority or any other Contracting Body to purchase any Services from the Supplier during the term of the Framework Agreement.
- 3.4 The Parties agree that the Authority, on its own behalf and as agent for each of the Customers, shall:
 - 3.4.1 have conduct of all claims and disputes against the Supplier pursuant to this Framework Agreement (with Customers having the right to conduct enforcement actions pursuant to their individual Call-Off Contracts);
 - 3.4.2 agree any variations to this Framework Agreement on behalf of all Contracting Bodies without their specific consent;
 - 3.4.3 have the right to enforce the terms, conditions, undertakings,

- representations, warranties and other provisions of this Framework Agreement; and
- 3.4.4 recover loss suffered by any of the Customers.

4 SUPPLIER'S APPOINTMENT

- 4.1 The Authority appoints the Supplier as a potential supplier of the Services referred to in the Supplier's Lots and the Supplier shall be eligible to be considered for the award of orders for such Services in the Lots which they have been awarded, by a Contracting Body during the term of the Framework Agreement.

5 NON-EXCLUSIVITY

- 5.1 The Supplier acknowledges that, in entering into this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority and any Contracting Body for Services from the Supplier and that the Contracting Body is at all times entitled to enter into other contracts and arrangements with other Suppliers and any other third parties for the provision of any or all Services which are the same as or similar to the Services.

6 CALL-OFF CONTRACT AWARD PROCEDURE

- 6.1 If a Contracting Body has a requirement for any of the Services in respect of any Lot to which the Supplier has been appointed, the Contracting Body may award a Call-Off Contract to the Supplier in accordance with the terms laid down in this Framework Agreement either by use of a further Mini-competition, or where response timescales do not support this mechanism, by application of a direct award, as detailed in Schedule 5 Call Off Procedure.
- 6.2 Any Contracting Body ordering Services under the Framework Agreement shall:
- 6.2.1 identify the relevant Lot into which its Services and requirements fall;
 - 6.2.2 determine whether to utilise the Mini-competition approach or whether to apply the Direct Award procedure;
 - 6.2.3 notify the successful Supplier(s) following the process set out in Schedule 5 Call-Off Procedure and place a completed Call-Off Form which:
 - 6.2.3.1 states the Services and requirements;
 - 6.2.3.2 identifies the Lot in which the award is made;
 - 6.2.3.3 states the price payable for the Services and requirements in accordance with the Pricing Matrix applicable for the relevant Lot;
 - 6.2.3.4 incorporates the Call-Off Terms and Conditions; and
 - 6.2.3.5 includes any other requirements specified by a Contracting Body and any details as inputted by the Supplier as part of the Call-Off Procedure.

- 6.3 Following receipt of an Call-Off Form, the Supplier shall:
- 6.3.1 if awarding via a Mini-Competition in accordance with Schedule 5, notify the Contracting Body in writing that it accepts the order for Services by signing and returning the Call-Off Form to the Contracting Body within five (5) calendar days or within the timeframe as otherwise instructed by the Contracting Body from date of receipt of the Call-Off Form; or
 - 6.3.2 if awarding via a Direct Award in accordance with Schedule 5, notify the Contracting Body that it accepts the order for Services in writing followed by signing and returning the Call-Off Form, within three (3) calendar day or within the timeframe as otherwise instructed by the Contracting Body from date of receipt of the Call-Off Form.
- 6.4 If the Supplier:
- 6.4.1 notifies the Contracting Body that it declines to accept an order for Services; or
 - 6.4.2 the time-limit referred to in clause 6.3 has expired;
- then the offer from the Contracting Body to the Supplier shall lapse and the relevant Contracting Body may offer that order for Services to the next applicable Supplier in accordance with the Award Criteria.
- 6.5 Subject to clauses 6.1 - 6.3 above, each Contracting Body may place a Service with the Supplier by serving an order in writing in substantially the form set out in Schedule 7 by means of a paper (hard) copy, electronic mail or any other on-line solutions, including the Authority's eSourcing tool. The parties to this Framework Agreement agree that any document or communication which is not in the form prescribed by this clause 6.5 shall not constitute an order under this Framework Agreement.
- 6.6 The Supplier in agreeing to accept such an order pursuant to clause 6.3 above shall be deemed to have entered into a Call-Off Contract with the Contracting Body for the provision of Services referred to in the Call-Off Form.
- 6.7 Each Call-Off Contract shall have a maximum Contract Period of three years, unless otherwise approved by the Authority.

7 RESPONSIBILITY FOR AWARDS

- 7.1 The Supplier acknowledges that the Contracting Body is independently responsible for the conduct of its award of Call-off Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 7.1.1 the conduct of the Contracting Body (except the Authority) in relation to the Framework Agreement; or

7.1.2 the performance or non-performance of any Call-Off Contracts between the Supplier and the Contracting Body (except the Authority) entered into pursuant to the Framework Agreement.

8 WARRANTIES AND REPRESENTATIONS

8.1 The Authority and the Supplier warrant and represent to each other that:

8.1.1 each party has full capacity and authority to enter into and perform its obligations under this Framework Agreement;

8.1.2 this Framework Agreement is executed by a duly authorised representative of each party;

8.1.3 each party has not committed and will not commit any fraud by entering into this Framework Agreement.

8.2 The Supplier warrants and represents to the Authority and to the Contracting Authority that:

8.2.1 all information, statements and representations contained in its response to the Invitation to Tender are true and accurate and not misleading and that information, statements and representations made in tendering for work under the call-off process will be true and accurate;

8.2.2 no claim is being asserted and no litigation or similar action or potential litigation is being taken against it that might affect its ability to provide its obligations under this Framework Agreement or any Call-Off Contract;

8.2.3 it is not subject to any contractual obligation that is likely to have a detrimental effect on its ability to perform its obligations under this Framework Agreement or any Call-Off Contract;

8.2.4 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;

8.2.5 it has not been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act;

8.2.6 it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority or any Contracting Body, or that an agreement has been reached to that effect, in connection with the execution of the Framework Agreement or any Call-Off Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority or relevant Contracting Body before execution of the Framework Agreement or Call-Off Contract.

8.2.7 it has and will continue to hold all necessary (if any) regulatory approvals from

the Regulatory Bodies necessary to perform the Supplier's obligations, all licences, authorisations, permits and necessary consents under the Framework Agreement;

- 8.2.8 neither the Supplier nor any of its Staff or other persons associated with it:
- 8.2.8.1 has been convicted of any offence involving slavery and human trafficking; and
 - 8.2.8.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking
- 8.2.9 neither the Supplier nor any of its Staff or other persons associated with it is currently nor has previously been subject to either formal criminal investigation or to a prosecution involving any animal health, animal welfare, animal transport or animal by-product related offences, save where full details of any such investigation or prosecution have been disclosed in writing to the Authority or relevant Contracting Body before execution of the Framework Agreement or Call-Off Contract.

8.3 Each of the representations and warranties set out in clauses 8.1 and 8.2 shall be construed as a separate warranty and representation and shall not be limited or restricted by reference to or inference from the terms of any other representation, warranty or any other undertaking in this Framework Agreement.

8.4 If at any time the Supplier becomes aware that a representation or warranty given by it under clauses 8.1 and 8.2 has been breached, is untrue or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

8.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Supplier which constitutes a Default of this Framework Agreement.

9 PERFORMANCE

9.1 The Supplier shall perform all Call-Off Contracts entered into with a Contracting Body in accordance with the requirements of the Call-Off Form, this Framework Agreement and the Call-Off Contract, including but not limited to the Specification and any protocols, policies or other documents referred to therein.

9.2 Wherever reasonably requested to do so by the Authority, the Supplier shall cooperate fully with any other Contracting Body and its representatives in providing the Services, and with other contractors providing services at the Premises.

- 9.3 The Supplier shall provide all equipment, consumables, plant, materials and other such items and resources necessary for the supply of the Services, unless otherwise agreed by a Customer in an Call-Off Form or under a Call-Off Contract.
- 9.4 The Supplier shall at all times during the Framework Agreement comply with the Specification set out in Schedule 2 and obligations during the term of the Framework Agreement set out in the remaining Schedules.
- 9.5 The Supplier shall:
- 9.5.1 obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable the provision of any of the Services;
 - 9.5.2 provide the Authority with such assistance as the Authority may reasonably require during the Framework Term in connection with the management and administration of this Framework Agreement; and
 - 9.5.3 promptly notify the Framework Authority and all Customer Parties in the event that it undergoes a Change of Control.
- 9.6 Where this Framework Agreement places an obligation on the Supplier to do, or refrain from doing, any act or thing, this will also mean that the Supplier shall use reasonable endeavours to procure that all sub-contractors and Staff also do, or refrain from doing, such act or thing.

10 PROVISION OF GOODS

Not used.

11 PREVENTION OF FRAUD AND BRIBERY

- 11.1 The Supplier shall not:
- 11.1.1 commit a Prohibited Act; and/or
 - 11.1.2 do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 11.2 The Supplier shall, during the Term of this Framework Agreement:
- 11.2.1 establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
 - 11.2.2 keep appropriate records of its compliance with its obligations under clause

11.1.1 and make such records available to the Authority on request.

11.3 The Supplier shall immediately notify the Authority in writing if it becomes aware of a breach of this clause 11 or has reason to believe that it has or any of the Staff have:

11.3.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

11.3.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

11.3.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of Services or otherwise suspects that any person directly or indirectly connected with the performance of Services has committed or attempted to commit a Prohibited Act.

11.4 The Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation in connection with any breach, or suspected breach of this clause 10.

11.5 If the Supplier is in Default under clause 11.1, the Authority may by notice:

11.5.1 require the Supplier to remove from performance of Services any Staff whose acts or omissions have caused the Default; or

11.5.2 immediately terminate this Framework Agreement.

11.6 Any notice served by the Authority under clause 11.5 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

11.7 Any termination under this clause 11 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

12 DISCRIMINATION

12.1 The Supplier shall provide the Services and perform its obligations under this Framework Agreement in accordance with:

12.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);

12.1.2 the Authority and/or a Customer's equality and diversity policy as given to the

Supplier from time to time; and
12.1.3 any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law.

12.2 The Supplier shall take all necessary steps to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation). The Supplier shall inform the Authority on request of the steps taken to comply with this clause.

13 DELIVERY

13.1 The Supplier shall:

13.1.1 ensure that all Staff:

13.1.1.1 are appropriately qualified, trained and experienced to perform its obligations under this Framework Agreement and to provide the Services under a Call-Off Contract with reasonable skill, care and diligence;

13.1.1.2 when attending the Premises, comply with all instructions of the Authority's or Customer's representative in control of the Premises;

13.1.1.3 to work in the United Kingdom.

13.1.2 retain overall control of the Staff at all times so that the Staff shall not be deemed to be employees, agents, workers or contractors of the Authority or any Customer;

13.1.3 comply with all applicable Laws relating to its Staff, in particular, the Modern Slavery Act 2015, the Gangmasters (Licensing) Act 2004 and the Working Time Regulations 1998 (SI 1998/1833) (as amended);

13.1.4 be liable at all times for all acts and omissions of Staff, so that any act or omission of Staff which results in a Default under this Framework Agreement or any Call-Off Agreement shall be a Default by the Supplier.

13.2 This Framework Agreement and all Call-Off Contracts entered into pursuant to its terms shall constitute a contract for the provision of services and not a contract of employment and accordingly, the Supplier shall be fully responsible for and shall indemnify the Authority for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Supplier or any of its Staff against the Authority arising out of or in connection with the provision of the Services, including any claims or actions brought under the Agency Workers Regulations 2010 (SI 2010/93).

13.3 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of this Framework Agreement (including where Staff have failed to

comply with instructions on the Premises as required under clause 13.1.1.2 above), it may direct the Supplier to end the involvement of the relevant Staff in any work connected to this Framework Agreement and/or assign an appropriate member of Staff to supervise such work or take over the role of the member of Staff so deemed as unsuitable (at the Supplier's expense).

13.4 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

13.5 The Supplier undertakes not to purchase any materials or services from producers, farmers or manufacturers where it has actual knowledge that those producers, farmers or manufacturers are using forced labour in their operations.

13.6 In addition to the record keeping requirements in clause 22 of the Framework Agreement and any specific record-keeping obligations under a Call-Off Contract, the Supplier shall:

13.6.1 maintain a complete set of records to trace the supply chain of all Services provided to Customers in connection with this Framework Agreement; and

13.6.2 implement annual supplier and sub-contractor audits, either directly or through a third-party auditor to monitor compliance with the anti-slavery Laws.

13.7 The Supplier shall notify the Authority (and any Customers with which it has entered a Call-Off Contract) as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework Agreement.

14 PRICES FOR SERVICES

14.1 The prices offered by the Supplier for Call-Off Contracts to the Contracting Authority for the Services shall be calculated at rates not exceeding those daily rates listed in the Pricing Matrix for the relevant Supplier's Lot. The prices listed shall apply throughout the Framework Term unless stated otherwise.

14.2 Where members of the Supplier's Staff are quarantined in accordance with a Customer's instructions under a Call-Off Contract, the Customer shall pay the Quarantine Fees for the time spent under quarantine at the rates specified in the Pricing Matrix as set out in the Call-Off Contract.

15 TAX COMPLIANCE

15.1 If, during the term of this Framework Agreement, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- 15.1.1 notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
 - 15.1.2 promptly provide to the Authority:
 - 15.1.2.1 details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - 15.1.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 15.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay National Insurance Contributions in respect of consideration received under a Call-Off Contract, the Supplier shall:
- 15.2.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all Laws relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws relating to National Insurance Contributions (“NICs”), in respect of that consideration; and
 - 15.2.2 indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

16 OFFICIAL SECRETS ACT 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989

- 16.1 The Supplier shall comply with, and shall ensure that its Staff comply with, the provisions of:
- 16.1.1 the Official Secrets Acts 1911 to 1989; and
 - 16.1.2 Section 182 of the Finance Act 1989.
- 16.2 In the event that the Supplier or its Staff fail to comply with this clause 15, the Authority reserves the right to terminate or suspend the Framework Agreement by giving notice in writing to the Supplier.
- 16.3 A suspension notice given to a Supplier pursuant to clause 16.2 must specify the period of suspension.

17 CONFIDENTIAL INFORMATION

- 17.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in any Call-Off Contract, the Supplier shall treat all Confidential Information supplied by, concerning, belonging or relating to the Authority as confidential and in accordance with the security requirements in Schedule 10 of this Framework Agreement (including the HMG Security Policy Framework) and shall not disclose any such

Confidential Information to any other person without the prior written consent of the Authority, except to such persons and to such extent as may be necessary for the performance of the Supplier's obligations under the Framework Agreement.

- 17.2 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Framework Agreement or any Call-Off Contract, the Authority shall treat all Confidential Information of the Supplier as confidential and shall not disclose any such Confidential Information to the Supplier to any other person without the prior written consent of the Supplier, except to such persons and to such extent as may be necessary for the performance of the Authority's obligations under the Framework Agreement.
- 17.3 Where required by the Authority and/or a Customer, the Supplier shall ensure that Staff, sub-contractors, professional advisors and consultants sign a non-disclosure agreement in substantially the form attached in Schedule 6 of the Call-Off Contract prior to commencing any work in connection with the Framework Agreement. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause 17.3. Where requested by the Authority, the Supplier shall provide the Authority with a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that its Staff, sub-contractors, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Framework Agreement.
- 17.4 The Supplier may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality, including but not limited to the HMG Security Policy Framework.
- 17.5 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Framework Agreement.
- 17.6 Clause 17.1 and 17.2 shall not apply to the extent that:
- 17.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;
 - 17.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 17.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 17.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement or Call-Off

- Contract; or
- 17.6.5 it is independently developed without access to the other party's Confidential Information.
- 17.7 Nothing in clauses 17.1 and 17.2 shall prevent the Authority disclosing any Confidential Information obtained from the Supplier:
- 17.7.1 for the purpose of the examination and certification of the Authority's accounts; or
- 17.7.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
- 17.7.3 to any government department, Crown Body or any other Contracting Body and the Supplier hereby acknowledges that all government departments, Crown Body or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments, Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department, Crown Body or any Contracting Body; or
- 17.7.4 to any consultant, contractor or other person engaged by the Authority, provided that in disclosing information under sub-clauses 17.7.3 and 17.7.4 the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 17.8 Nothing in clauses 17.1 to 17.2 shall prevent the Authority or the Supplier from using any techniques, ideas or Know-How gained during the performance of its obligations under the Framework Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other party's Confidential Information or an infringement of the other party's Intellectual Property Rights.
- 17.9 The Authority shall use all reasonable endeavours to ensure that any government department, Crown Body, Contracting Body, employee, third party or sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to this clause 17 is made aware of the Authority's obligations of confidentiality.
- 17.10 The Authority reserves the right to terminate or suspend the Framework Agreement in the event that the Supplier or its Staff fail to comply with this clause 17. A suspension notice given to a Supplier pursuant to this clause must specify the period of suspension.
- 17.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Call-Off Contract, the Supplier undertakes to maintain adequate and proportionate security arrangements that meet the requirements of professional standards and best practice.

- 17.12 The Supplier will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under a Call-Off Contract and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Supplier's obligations under clauses 17.1 to 17.5. The Supplier will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 17.13 The Supplier shall, at its own expense, alter any security systems at any time for the duration of the Framework Agreement at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause 17.11.
- 17.14 All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Authority and notified to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
- 17.15 In the event that the Supplier fails to comply with any of the provisions in clause 17, the Supplier agrees that monetary damages would not be a sufficient remedy for breach and that the Authority shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of the obligations in clause 17.
- 17.16 The Supplier hereby gives its consent for the Authority to publish the whole of this Framework Agreement (subject to the application of any redactions which the Authority considers appropriate applying the principles for withholding disclosure set out in clause 18.3 below) including from time to time agreed changes to the Framework Agreement, to the general public.

18 FREEDOM OF INFORMATION

- 18.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- 18.2 The Supplier shall and shall procure that any sub-contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information:
- 18.2.1 provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and

18.2.2 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA and/or regulation 5 of the Environmental Information Regulations.

18.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any Call-Off Contract or any other agreement whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.

18.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority.

18.5 The Supplier acknowledges that (notwithstanding the provisions of clause 17 (Confidential Information) the Authority may be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Services in certain circumstances:

18.5.1 without consulting the Supplier; or

18.5.2 following consultation with the Supplier and having taken its views into account;

provided always that the Authority shall, in accordance with any recommendations of the Codes of Practice under the FOIA or the Environmental Information Regulations, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

18.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

18.7 The Supplier acknowledges that identifying Information as being Commercially Sensitive Information is of indicative value only and that the Authority may be obliged to disclose it in accordance with this clause 18.

18.8 The Authority shall not be liable for any loss, damage, harm or other detriment suffered by the Supplier arising from the disclosure of any Information falling within the scope of the FOIA and/or the Environmental Information Regulations (including Commercially Sensitive Information).

19 DATA PROTECTION

19.1 For the purposes of this clause 19.1 and clause 19A the following terms shall have the following meanings:

Data Protection Legislation: (i) the UK GDPR 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; (iii) all applicable Law about the processing of personal data and privacy;

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

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier 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 Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

UK GDPR: *Regulation (EU) 2016/679* of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4))

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

Sub-processor: any third Party appointed to process Personal Data on behalf of the Supplier related to this Agreement, The Supplier shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Call-Off Contract.

- 19.2 The Supplier shall (and shall ensure that all its Staff and sub-contractors) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Framework Agreement and Call-Off Contract.

- 19.3 The terms “**Data Controller**”, “**Data Processor**”, “**Data Subject**”, “**Personal Data**”, “**Process**” and “**Processing**” shall have the meanings prescribed under the DPA.
- 19.4 Notwithstanding the general obligation in clause 19.1, if the Supplier is Processing Personal Data as a Data Processor (as such terms are defined in the DPA) for the Authority the Supplier shall:
- 19.4.1 Process the Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature) as set out in the Framework Agreement or Call-Off Contract or as otherwise notified by the Authority;
 - 19.4.2 comply with all applicable Laws;
 - 19.4.3 Process the Personal Data only to the extent and in such manner as is necessary for the provision of the Supplier’s obligations under the Framework Agreement and/or Call-Off Contract or as is required by Law or any Regulatory Body;
 - 19.4.4 Implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - 19.4.5 take reasonable steps to ensure the reliability of its Staff and sub-contractors who may have access to the Personal Data;
 - 19.4.6 not transfer the Personal Data to any sub-contractor and/or Affiliates for the provision of the Services without Approval;
 - 19.4.7 not cause or permit the Personal Data to be transferred outside of the European Economic Area without Approval;
 - 19.4.8 ensure that all Staff and sub-contractors required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 19;
 - 19.4.9 ensure that no Staff or sub-contractors publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Authority;
 - 19.4.10 not disclose Personal Data to any third parties in any circumstances other than with Approval or in compliance with a legal obligation imposed upon the Authority;
 - 19.4.11 notify the Authority (within 5 Working Days) if it receives:
 - 19.4.11.1 a request from a Data Subject to have access to that person’s Personal Data; or
 - 19.4.11.2 a complaint or request relating to the Authority’s obligations under the DPA;

- 19.4.12 provide the Authority with full cooperation and assistance in relation to any complaint or request made, including by:
 - 19.4.12.1 providing the Authority with full details of the complaint or request;
 - 19.4.12.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Authority's instructions;
 - 19.4.12.3 providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
 - 19.4.12.4 providing the Authority with any information requested by the Authority;
- 19.4.13 permit the Authority (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data Processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Supplier is in full compliance with its obligations under the Framework Agreement and/or a Call-Off Contract;
- 19.4.14 provide a written description of the technical and organisational methods employed by the Supplier for Processing Personal Data (within the timescales required by the Authority); and
- 19.4.15 not Process Personal Data outside the European Economic Area without the Authority's Approval.

19.5 The Supplier shall comply at all times with the DPA and shall not perform its obligations under the Framework Agreement and any Call-Off Contracts in such a way as to cause the Authority to breach any of its applicable obligations under the DPA.

19.6 In the event that through any Default of the Supplier, data transmitted or processed in connection with the Framework Agreement is either lost or sufficiently degraded as to be unusable, the Supplier shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge.

19.7 The provision of this clause 19 shall apply during the Contract Period until such time as the provisions of clause 19A first apply.

19A Supplementary Data Protection provisions

19A.1 The provisions of this clause 19A shall apply as from the date of commencement of the DPA 2018 (if not already in force at the date of this Agreement) and shall thereafter apply during the Contract Period and indefinitely after its expiry.

19A.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 5 of the Call-Off Contract by the Customer and may not be determined by the Supplier.

- 19A.3 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 19A.4 The Supplier 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.
- 19A.5 The Supplier 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 5 of the Call-Off Contract unless the Supplier is required to do otherwise by Law. If it is so required the Supplier 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 Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 5 of the Call-Off Contract);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause;

- (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Supplier 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 Supplier is required by Law to retain the Personal Data.

19A.6 Subject to clause 1.6, the Supplier shall notify the Customer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access 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 in connection with Personal Data processed under this Agreement;
- (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.

19A.7 The Supplier's obligation to notify under clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

- 19A.8 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (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 Access 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.
- 19A.10 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 19A.11 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 19A.12 The Supplier shall designate a data protection officer if required by the Data Protection Legislation .
- 19A.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Supplier 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 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.

- 19A.14 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 19A.15 The Supplier 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).
- 19A.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

20 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 20.1 The Supplier shall not and shall procure that the Staff shall not wilfully and in breach of any obligation under this Framework Agreement, do anything which may damage the reputation of the Authority in any way or bring the Authority into disrepute. In particular, the Supplier acknowledges the sensitivity of certain aspects of the Services and shall comply with the Authority (and a Customer's) instructions regarding any restrictions on communications in connection with Services provided under this Framework Agreement.
- 20.2 The Supplier shall not and shall procure that the Staff shall not without the prior Approval of the Customer, which Approval shall not be unreasonably withheld or delayed:
 - 20.2.1 publish or broadcast, including through interviews with the media, use of social media and other communications with third parties, any details of Services provided pursuant to this Framework Agreement;
 - 20.2.2 use the Authority's name or brand in any promotion or marketing, including on its own website, or announcement of orders, without the prior written consent of the Authority; or
 - 20.2.3 make any press announcements or publicise this Framework Agreement or its contents in any way without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.
- 20.3 The Supplier agrees and acknowledges that nothing in this Framework Agreement either expressly or by implication constitutes an endorsement of any products or services of the Supplier and the Supplier shall not (and shall procure that the Staff do not) conduct itself in such a way as to imply or express any such approval or endorsement.
- 20.4 The Supplier agrees that monetary damages would not be a sufficient remedy for

breach of clauses 20.1 to 20.3 and that the Authority shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of such clauses.

20.5 The Supplier shall at all times during the Framework Agreement on written demand indemnify the Authority and keep the Authority fully indemnified against all losses, incurred by, awarded against or agreed to be paid by the Supplier arising out of any claim or infringement or alleged infringement resulting from the Supplier's unauthorised use of the Authority's logo.

21 INTELLECTUAL PROPERTY RIGHTS

21.1 All Intellectual Property Rights in any Authority Materials shall, as between the Parties, belong to the Authority (or the Crown with respect to any copyright) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any Authority Materials without prior Approval save to the extent necessary for performance by the Supplier of its obligations under the Framework Agreement or any Call-Off Contract.

21.2 The Supplier shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform obligations under the Framework Agreement or any Call-Off Contract grants to the Authority and the Customers a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority and Customers an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same manner. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority and Customers to sub-license, transfer, novate or assign to other Contracting Authorities, a Replacement Supplier or to any other third-party supplying services to the Authority.

21.3 The Supplier shall not infringe any Intellectual Property Rights of any third party in performing its obligations under this Framework Agreement or a Call-Off Contract and the Supplier shall, during and after the term of the Framework Agreement, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against any and all losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of a Third Party IP Claim or in connection with any breach of this clause 21.3, except to the extent that any such claim results directly from:

21.3.1 items or materials based upon designs supplied by the Authority; or

21.3.2 the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Framework Agreement or any Call-Off Contract.

21.4 The Authority shall notify the Supplier in writing of any claim or demand brought against

the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.

- 21.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any Third-Party IP Claim, provided that the Supplier shall at all times:
- 21.5.1 consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
 - 21.5.2 take due and proper account of the interests of the Authority; and
 - 21.5.3 not settle or compromise any claim without prior Approval (not to be unreasonably withheld or delayed).
- 21.6 The Authority shall at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier shall not be required to indemnify the Authority under this clause 21.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clause 21.3.1 or 21.3.2.
- 21.7 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- 21.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clause 21.2 use its best endeavours to:
- 21.8.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - 21.8.2 procure a licence to use the Intellectual Property Right(s) and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority, and, as appropriate, a Customer under a Call-Off Contract affected by the alleged infringement,
- and in the event that the Supplier is unable to comply with clauses 21.8.1 or 21.8.2 within twenty (20) Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Framework Agreement with immediate effect by notice in writing.
- 21.9 The Supplier grants to the Authority a royalty-free, irrevocable, worldwide, non- exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Framework Commencement Date and which the Authority reasonably requires in order

to exercise its rights under the Framework Agreement.

21.10 Any New IPR created under the Framework Agreement is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Framework Agreement and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

22 RECORD KEEPING AND AUDIT

22.1 In addition to any specific record-keeping obligations under a Call-Off Contract or set out in the Specification, the Supplier shall keep and maintain until six (6) years after the end of the term of the Framework Agreement, or as long a period as may be agreed between the parties, full and accurate records of its Call-Off Contracts including the Services supplied under it, all expenditure made by the Authority and any Customer, and all payments made by the Authority and any Customer. The Supplier shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Framework Agreement and any Call-Off Contracts.

22.2 The Supplier agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

22.3 The Supplier shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Supplier's records and documents relating to the Supplier and to provide such copies and oral or written explanations as may reasonably be required.

22.4 The Supplier (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

23 LIABILITY, INDEMNITY AND INSURANCE

23.1 Neither the Supplier nor the Authority excludes or limits liability to each other for:

23.1.1 death or personal injury caused by its negligence; or

23.1.2 Fraud; or

23.1.3 fraudulent misrepresentation;

23.1.4 any breach of any obligations implied by Part II of the Supply of Goods and

- Services Act 1982;
- 23.1.5 any breach of clause 11.1.1; or
- 23.1.6 any liability to the extent it cannot be limited or excluded by Law.
- 23.2 Subject to clauses 23.3 and 23.4, the Supplier shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Framework Agreement or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.
- 23.3 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Framework Agreement.
- 23.4 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.
- 23.5 Subject always to clause 23.1, in no event shall either the Authority or the Supplier be liable to the other for any:
- 23.5.1 loss of profits, turnover, business opportunity, revenue or damage to goodwill (in each case whether direct or indirect);
- 23.5.2 loss of savings (whether anticipated or otherwise); and/or
- 23.5.3 indirect, special or consequential loss or damage.
- 23.6 The Supplier shall hold and maintain during the term of this Framework Agreement any insurance required by Law, including, where relevant, employer's liability insurance in respect of its Staff. Any such insurance shall comply with any applicable legal requirement from time to time in force.
- 23.7 It is the Supplier's responsibility to take out and maintain an adequate level of insurance cover as in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Framework Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 23.8 The Supplier shall give the Authority, on request, copies of all insurance policies held in respect of this clause or a broker's verification of insurance to demonstrate that any such cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

- 23.9 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Framework Agreement the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 23.10 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Framework Agreement.
- 23.11 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

24 TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

- 24.1 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Supplier where the Supplier is a company and in respect of the Supplier:
- 24.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 24.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 24.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) calendar days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - 24.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 24.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 24.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 24.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 24.1.8 any event similar to those listed in 24.1.1 to 24.1.7 occurs under the law of any other jurisdiction.
- 24.2 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Supplier where the Supplier is an individual

and:

- 24.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
- 24.2.2 a petition is presented and not dismissed within fourteen (14) calendar days or order made for the Supplier's bankruptcy; or
- 24.2.3 a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- 24.2.4 the Supplier is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
- 24.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) calendar days; or
- 24.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- 24.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- 24.2.8 any event similar to those listed in 24.2.1 to 24.2.7 occurs under the law of any other jurisdiction.

24.3 The Supplier shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a Change of Control. The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Supplier within six (6) Months of:

- 24.3.1 being notified that a Change of Control has occurred; or
- 24.3.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control, but shall not be permitted to terminate where the Approval of the Authority was granted prior to the Change of Control.

24.4 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Supplier where the Supplier is a partnership and:

- 24.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- 24.4.2 it is for any reason dissolved; or

- 24.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
 - 24.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets; or
 - 24.4.5 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
 - 24.4.6 any of the following occurs in relation to any of its partners:
 - 24.4.6.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors; or
 - 24.4.6.2 a petition is presented for his bankruptcy; or
 - 24.4.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets; or
 - 24.4.7 any event similar to those listed in clauses 24.4.1 to 24.4.6 occurs under the law of any other jurisdiction.
- 24.5 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Supplier where the Supplier is a limited liability partnership and:
- 24.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 24.5.2 it is for any reason dissolved; or
 - 24.5.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986; or
 - 24.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or
 - 24.5.5 a petition is presented for its winding up (which is not dismissed within 14 calendar days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or
 - 24.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or
 - 24.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 24.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 24.5.9 any event similar to those listed in clauses 24.5.1 to 24.5.8 occurs under the law of any other jurisdiction.

24.6 References to the Insolvency Act 1986 in clause 24.5 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

25 TERMINATION ON DEFAULT

25.1 The Authority may terminate the Framework Agreement by written notice to the Supplier with immediate effect if:

25.1.1 the Supplier commits a Default which is a material breach of the Framework Agreement, and the Supplier fails to comply with a remedial action plan specified by the Authority within twenty-five (25) Working Days of agreement or such other period as may be specified by the Authority;

25.1.2 the Supplier commits a Default (other than a material breach) and has not remedied the Default to the satisfaction of the Authority within thirty-five (35) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or

25.1.3 the Default is a material breach and is not, in the opinion of the Authority, capable of remedy; or

25.1.4 there is a material detrimental change in the financial standing and/or credit rating of the Supplier which adversely impacts on the Supplier's ability to supply Services under the Framework Agreement and/or any Call-Off Contract;

25.1.5 a Call-Off Contract has been terminated for Default.

26 TERMINATION UNDER THE PUBLIC CONTRACTS REGULATIONS 2015

26.1 The Authority may terminate the Framework Agreement on written notice with immediate effect to the Supplier if:

26.1.1 the Framework Agreement has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Public Contracts Regulations 2015;

26.1.2 the Supplier was, at the time the Framework Agreement was awarded, in one of the situations specified in regulation 57(1) of the Public Contracts Regulations 2015, including as a result of the application of regulation 57(2) thereof, and should therefore have been excluded from the procurement procedure which resulted in its award of the Framework Agreement; or

26.1.3 the Framework Agreement should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union.

27 TERMINATION BY THE AUTHORITY

27.1 In addition to any other rights to terminate under this Framework Agreement the Authority has the right to terminate this Framework Agreement at any time without cause by giving three (3) months written notice to the Supplier.

28 SUSPENSION

28.1 Without prejudice to the right of the Authority to terminate the Framework Agreement pursuant to clause 25, where such a right has arisen, the Authority may instead suspend the Supplier's appointment to supply Services to Contracting Authorities in any or all of the Supplier's Lots by giving notice in writing to the Supplier.

28.2 A notice given to a Supplier pursuant to clause 28.1 must specify the period of suspension.

29 CONSEQUENCES OF TERMINATION

29.1 Call-Off Contracts do not expire automatically on the termination or expiry of this Framework Agreement and will continue in force unless and until they are terminated or expire in accordance with the Call-Off Contract.

29.2 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either party accrued under this Framework Agreement prior to termination or expiry.

29.3 Termination or expiry of the Framework Agreement shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses 7, 11, 13.2, 15, 17, 18, 19, 21, 22, 23, 29, 30, 31, 32, 39, 43 or any other obligations which are either expressed to or by implication, are intended to survive termination or expiry.

30 RECOVERY UPON TERMINATION

30.1 On the termination of the Framework Agreement for any reason, the Supplier shall at its cost:

30.1.1 immediately return to the Authority or destroy, upon the Authority's written instruction, all Confidential Information, Personal Data and Authority Materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of this Framework Agreement and/or providing the Services;

30.1.2 immediately deliver to the Authority all Authority Property (including materials, documents, information and access keys) provided to the Supplier. Such Property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

- 30.1.3 assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to a Replacement Supplier and/or the completion of any work in progress; and
 - 30.1.4 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or a Replacement Supplier to conduct due diligence.
- 30.2 If the Supplier fails to comply with this clause 30, the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or sub-contractors where any such items may be held.

31 RETENDERING AND HANDOVER

- 31.1 Within twenty-one (21) Working Days of being so requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- 31.2 The Authority shall take all necessary precautions to ensure that the information referred to in 31.1 is given only to potential Suppliers who have qualified to tender for the future provision of the Services.
- 31.3 The Authority shall require that all potential Suppliers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority, and that they shall not use it for any other purpose.
- 31.4 The Supplier shall indemnify the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause 31.1.
- 31.5 The Supplier shall co-operate fully with the Authority during the handover arising from the completion or earlier termination of the Framework Agreement. This co-operation, during the period of the new Supplier setting up operations, shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 31.6 Within ten (10) Working Days of being so requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all

computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

32 EXIT MANAGEMENT

32.1 Upon termination the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier of the provision of Services.

32.2 Where the Authority requires continued provision of all or any of the Services on expiry or termination of this Framework Agreement, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the provision of Services without disruption to routine operational requirements.

33 KNOWLEDGE RETENTION

33.1 The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Framework Agreement and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than fifteen (15) Working Days from the date that that request was made.

34 COLLABORATION

34.1 In providing Services pursuant to this Framework Agreement and the Call-Off Contracts, the Supplier shall co-operate with all other organisations present on the Premises in accordance with all instructions given to the Supplier by the Authority or Customer's representative in charge of the Premises.

35 STATUS OF THE PARTIES

35.1 Except as expressly provided in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Authority and the Supplier pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the parties, or authorise either party to make representations or enter into any commitments for or on behalf of any other party.

35.2 The Supplier shall not (and shall ensure that any other person engaged in relation to the provision of Services under this Framework Agreement shall not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent or employee of the Authority or a Customer.

35.3 Where the Supplier is an individual:

35.3.1 the Supplier warrants and represents that he is providing Services as an independent contractor and nothing shall render him an employee, worker, agent or partner of the Authority or a Customer and the Supplier shall not hold himself out as such; and

35.3.2 the Supplier agrees that this Framework Agreement and any Call-Off Contract together constitute contracts for the provision of services and not a contract of employment and accordingly, the Supplier shall be fully responsible for and shall indemnify the Authority for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by Law. The Supplier shall further indemnify the Authority against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Authority in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Authority's negligence or wilful default.

36 TRANSFER AND SUB-CONTRACTING

36.1 The Framework Agreement is personal to the Supplier and the Supplier shall not

36.1.1 assign, novate or otherwise dispose of the Framework Agreement in whole or in part without the prior Approval of the Authority;

36.1.2 be entitled to sub-contract any of its rights or obligations under the Framework Agreement without the prior Approval of the Authority.

36.2 The Authority is entitled to:

36.2.1 assign, novate or otherwise dispose of its right and obligations under the Framework Agreement or any part thereof to any other Contracting Body; or

36.2.2 novate the Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Authority provided that such assignment, novation or disposal does not unreasonably increase the burden of the Supplier's obligations under the Framework Agreement.

36.3 Where the Authority has consented to the placing of sub-contracts, the Supplier shall notify the Authority the name(s), contact details and legal representatives of the sub-contractor(s) and copies of each sub-contract shall, at the request of the Authority, be sent by the Supplier to the Authority promptly on request.

36.4 If the Authority believes there are:

36.4.1 compulsory grounds for excluding a sub-contractor pursuant to regulation 57 of the Public Contracts Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or

36.4.2 non-compulsory grounds for excluding a sub-contractor pursuant to regulation 57 of the Public Contracts Regulations, the Authority may require the Supplier to replace or not appoint the sub-contractor and the Supplier shall promptly comply with such requirement.

37 VARIATIONS TO THE FRAMEWORK AGREEMENT

37.1 Subject to the provisions of this clause 37, the Authority may request a Variation to this Framework Agreement provided that such Variation does not amount to a material change of this Framework Agreement within the meaning of the Public Contracts Regulations 2015 and the law.

37.2 The Authority may, at its own instance, or where in its sole and absolute discretion it decides to having been requested to do so by the Supplier, request a Variation by completing and sending the Change Control Notice as set out in Schedule 3 of the Call-Off Contract to the Supplier, giving sufficient information for the Supplier to assess the extent of the proposed Variation and any additional cost that may be incurred.

37.3 In the event that the Supplier is unable to agree to or provide the Variation, the Authority may:

37.3.1 agree to continue to perform its obligations under this Framework Agreement without the Variation; or

37.3.2 terminate this Framework Agreement with immediate effect.

37.4 The Variations shall cover:

37.4.1 operational changes, which may require a variation to the way in which Services are provided, but do not require a Variation to this Framework Agreement;

37.4.2 agreement changes, which may require a Variation to the Framework Agreement.

38 RIGHTS OF THIRD PARTIES

38.1 Subject to clause 38.2, a person who is not a party to the Framework 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 both parties to this Framework Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

38.2 Each Contracting Body may, with the Authority's prior written consent, enforce any provisions of this Framework Agreement which is for the benefit of the Contracting Body as a third-party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.

39 ENTIRE AGREEMENT

39.1 This Framework Agreement constitutes the entire agreement and understanding between the parties to this Framework Agreement in respect of the matters dealt with in this Framework Agreement. This Framework Agreement supersedes all prior negotiations between the Authority and the Supplier and all representations and undertakings made by one party to the other, whether written or oral, except that this clause does not exclude liability in respect of any fraud or fraudulent misrepresentation.

40 DISPUTE RESOLUTION

40.1 The Supplier and the Authority shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Framework Agreement within twenty (20) Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent senior employee) of the Supplier and the Authority's commercial director.

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

40.3 If the dispute cannot be resolved by the Supplier and the Authority pursuant to clause 40.1 the parties shall refer it to mediation pursuant to the procedure set out in clause 40.4 unless (a) the Authority considers that the dispute is not suitable for resolution by mediation; or (b) the Supplier does not agree to mediation.

40.4 The obligations of the parties under the Framework Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Framework Agreement at all times.

40.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- 40.5.1 A neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 40.5.2 The parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 40.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 40.5.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the parties once it is signed by their duly authorised representatives.
- 40.5.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Framework Agreement without the prior written consent of both parties.
- 40.5.6 If the parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 40.6.
- 40.6 Subject to clause 40.2, the parties to this Framework Agreement shall not institute court proceedings until the procedures set out in clauses 40.1 and 40.3 have been completed save that:
- 40.6.1 the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 40.7.
- 40.6.2 If the Supplier intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty-one (21) Working Days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 40.7.
- 40.6.3 The Supplier may request by notice in writing to the Authority that any dispute

be referred and resolved by arbitration in accordance with clause 40.7, to which the Authority may consent as it sees fit.

- 40.7 In the event that any arbitration proceedings are commenced pursuant to clause 40.6:
- 40.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
 - 40.7.2 the Authority shall give a written notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - 40.7.2.1 that the dispute is referred to arbitration; and
 - 40.7.2.2 providing details of the issues to be resolved;
 - 40.7.3 the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 40.7.2 shall be applied and are deemed to be incorporated by reference to the Framework Agreement and the decision of the arbitrator shall be binding on the parties in the absence of any material failure to comply with such rules;
 - 40.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the parties;
 - 40.7.5 if the parties fail to agree the appointment of the arbitrator within ten (10) Working Days of the Arbitration Notice being issued by the Authority under clause 40.7.2 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - 40.7.6 the arbitration proceedings shall take place in London and in the English language; and
 - 40.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

41 NOTICES

- 41.1 Subject to clause 41.3, where the Framework Agreement states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via the Authority’s eSourcing tool.
- 41.2 If it is not returned as undelivered a notice served:
- 41.2.1 in a letter is deemed to have been received 2 Working Days after the day it was sent; and
 - 41.2.2 in an email or via Authority’s eSourcing tool is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day or when the other Party acknowledges receipt, whichever is the earlier.
- 41.3 Notices pursuant to clause 40 (Dispute Resolution) or to terminate the Framework Agreement are valid only if served in a letter by hand, recorded delivery or special delivery.

41.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Framework Agreement:

For the Authority:

Name [REDACTED]
Title [REDACTED]
Address Natural England, International House, Dover Place, Ashford, Kent, TN23 1HU

For the Supplier:

Name [REDACTED]
Title [REDACTED]
Address Fairhurst Group LLP, 1 Arngrove Court, Barrack Road, Newcastle upon Tyne, NE4 6DB

42 KEY PERSONNEL

- 42.1 On the Framework Commencement Date, the Supplier shall provide the Authority with the contact details of its nominated representative who is to receive an order for Services together with details of an alternative in case that representative is unavailable and details of Key Personnel identified as part of its Tender. It is the responsibility of the Supplier to ensure that the Authority is notified of any changes to its nominated representative.
- 42.2 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority and other Contracting Authorities.
- 42.3 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances or to comply with the request of a Customer under clause B4.2 of the Call-Off Terms and Conditions.
- 42.4 Any replacements to the Key Personnel shall be subject to the agreement of the Authority and any Customer where provision of Services under a Call-Off Contract will be affected by such replacements. 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.
- 42.5 The Authority shall not unreasonably withhold its Approval under clauses 42.2 or 42.3. Such Approval shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on any Call-Off Contract which could be caused by a change in Key Personnel.

42.6 The Authority may, by written notice to the Supplier, ask the Supplier to remove any Key Personnel whose continued presence would, in the reasonable opinion of the Authority, be undesirable. The Supplier shall promptly comply with any such request.

42 GOVERNING LAW

43.1 The Framework Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any other court of competent jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

For and on behalf of the Supplier:

Supplier_Signature

For and on behalf of the Authority:

Authority_Signature

SCHEDULE 1 - DEFINITIONS

1. In this Framework Agreement and the Call-Off Contract, unless the context requires otherwise, the following words and phrases shall have the following meanings:

“Affected Party”	means the Party seeking to claim relief in respect of a Force Majeure Event.
“Affiliate”	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.
“Approval”	means the written consent of the Authority or any Customer (as the context requires).
“Atamis”	means the e-tendering system used by the Authority for conducting procurements, which can be found at https://defra-family.force.com/s/Welcome
“Authority”	Means Natural England
“Authority Materials”	means all guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, images, videos or other material which is furnished to or made available to the Supplier by or on behalf of the Authority and/or any Personal Data for which the Authority is Data Controller.
“Authority Software”	means software which is owned by or licensed to the Authority or any Customer, including software which is or will be used by the Supplier for the purposes of providing the Services but excluding the Supplier Software.
“Authority System”	means the Authority or Customers’ computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority, any Customer or the Supplier in connection with the Framework Agreement or any Call-Off Contract which is owned by or licensed to the Authority or any Customer by a third party and which interfaces with the Supplier System or which is necessary for any Customer to receive the Services.
“Award Criteria”	means the award criteria set out in Schedule 5 to this Framework Agreement, to be applied for the award of Call-Off Contracts.
“Bravo”	Means the e-tendering system used by the Authority for conducting procurements, which can be found at http://defra.bravosolution.co.uk
“Call-Off Contract”	means the written agreement between a Customer and the Supplier consisting of the Call-Off Form, the Call-Off Terms and Conditions, together with any schedules annexes and appendices referred to therein. In the event of any conflict between any of these documents, they shall be given precedence in the order listed.
“Call-Off Terms and Conditions”	means the standard terms and conditions of the Call-Off Contract as set out in Schedule 8.
“Change of Control”	Means a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010.

“Change Control Notice”/“CCN”	means the Change Control Notice set out in Schedule 3 of Call-Off Contract containing details of agreed Variations to the Call-Off Contract.
“Commencement Date”	means the date set out in the Call-Off Form upon which the Call-Off Contract commences.
“Commercially Sensitive Information”	means the information listed in or accompanying or attached to the Call-Off Form comprised of information: <ul style="list-style-type: none"> (a) which is provided by the Supplier to the Customer in confidence for the period set out in the Call-Off Form; or (b) any information that would be regarded as commercially sensitive by a reasonable business person relating to: <ul style="list-style-type: none"> (i) the business, affairs, plans of the Supplier; and (ii) the operations, processes, product information, know- how, designs, trade secrets or software of the Supplier.
“Completion Date”	means the date of expiry of the Call-Off Contract set out in the Call-Off Form.
“Confidential Information”	means any information which has been designated as confidential by the disclosing party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of the disclosing party and all personal data and sensitive personal data within the meaning of the DPA or Data protection Legislation (as defined by clause 19.1 of the standard Terms and Conditions of the Framework Agreement and clause E4 of the Call Off Terms and Conditions). Confidential Information shall not include information which: <ul style="list-style-type: none"> (a) was public knowledge at the time of disclosure (otherwise than by breach of the Framework Agreement or a Call-Off Contract); (b) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party; (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or is independently developed without access to the Confidential Information.
“Contracting Body”	means the Authority and any other contracting bodies described in the Find a Tender Service Notice entitled to order Services under this Framework Agreement.
“Contract Manager”	means the official of a Customer, or other person employed in that capacity, appointed by the Customer to act on its behalf for the purpose of managing its Call-Off Contract as identified in the Call-Off Form and/or as notified in writing to the Supplier.
“Contract Period”	means in any Call-Off Contract the period from the Commencement Date to: <ul style="list-style-type: none"> (a) the date of expiry set out in clause A7 (Contract Period), or (b) following an extension pursuant to clause F11 (Extension of Contract Period), the date of expiry of the extended period, or (c) such earlier date of termination or partial termination of the Call-Off Contract in accordance with the Law or the provisions of the Call-Off Contract.

“Contract Price”	means the price (exclusive of any applicable VAT), payable to the Supplier by the Customer under any Call-Off Contract, as set out in the Call-Off Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract.
Contract Year”	means a consecutive period of twelve (12) months commencing on the Framework Commencement Date or each anniversary thereof.
“Control”	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.
“Crown”	means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, non-departmental public bodies, government offices and government agencies and “Crown Body” is an emanation of the foregoing.
“Customer”	means a Contracting Body calling off Services under the Framework Agreement as identified in a Call-Off Form.
“Customer Data”	Means any or all (a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Customer; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Call-Off Contract (including any photographs or other images taken by the Supplier’s Staff on the Premises); or (b) any Personal Data for which the Customer is the Data Controller.
“Customer Equipment”	means any equipment, consumables, plant, materials and other such items supplied by the Customer for use by the Supplier in the performance of its obligations under any Call-Off Contract.
“Default”	means any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant party or the Staff in connection with or in relation to the subject-matter of the Framework Agreement or Call-Off Contract and in respect of which such party is liable to the other.
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA”	means the Data Protection Act 2018 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
“Environmental Information Regulations”	means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
“Force Majeure Event”	means any event outside the reasonable control of either Party affecting its performance of its obligations under a Call-Off Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier, its Staff or Sub-Contractors, or any other failure in the Supplier’s supply chain.
“Framework Agreement”	means this framework agreement for the provision of the Services between the Authority and Supplier, together with any schedules, annexes and appendices appended to the foregoing.
“Framework Commencement Date”	means the date of commencement of the Framework Agreement as set out in clause 2.1 of Section 2 of the Framework Agreement.
Framework Term	means the term of this Framework Agreement as set out in clause 2 of Section 2 of the Framework Agreement
“Fraud”	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.
“HMG Security Policy Framework”	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division) as updated from time to time, the link for which is detailed in Schedule 10 of the Framework Agreement.
“ICT Environment”	means the Authority System and the Supplier System.
“Information”	has the meaning given under section 84 of the FOIA.

“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“Invitation to Tender or ITT”	means the Invitation to Tender for a Framework with Tender Reference (Number: 2023/S 000-001919 / Reference: 2023-040180) issued on 20th January 2023 and all related documents published by the Authority and made available to the Supplier and other tenderers.
“IP Materials”	has the meaning given to it in clause E8.1 (Intellectual Property Rights) of the Call-Off Contract.
“Key Personnel”	means those persons named in the Call-Off Form and/or the Tender as being key personnel.
“Know-How”	means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).
“Law”	means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Supplier is bound to comply.
“Lot” or “Lots”	means the lot(s) in respect of which Services may be ordered from the Supplier and which are described in Schedule 3 to this Framework Agreement.
“Malicious Software”	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
“Mini-competition”	means the award of a Call-Off Contract by re-opening competition between the Suppliers appointed to the Framework Agreement and which are capable of performing the proposed Call-Off Contract.
“Month”	means calendar month.
“Call-Off Form”	means the document a Customer will send to the Supplier setting out the details of the Services it requires from the Supplier in the form set out in Schedule 4 to this Framework Agreement.
“Party”	Means: (a) if the term is used within Section 2 Standard Terms and

	<p>Conditions of Framework Agreement, any party to the Framework Agreement and</p> <p>(b) if the term is used within a Call-Off Contract, any party to a Call-Off Contract.</p>
“Premises”	means, in respect of Services, the location where the Services are to be performed, as such location is identified in the Call-Off Form. The Premises will generally be the Affected Premises as described in the Specification, unless specified otherwise by the Customer.
“Pricing Matrix”	means the pricing matrices set out in Schedule 4 to this Framework Agreement.
“Prohibited Act”	<p>means any of the following which constitute prohibited acts:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or Contracting Body a financial or other financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement; (c) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act 2010; (ii) under legislation creating offences concerning fraudulent acts (iii) at common law concerning fraudulent acts relating to the Framework Agreement or any other contract with a Contracting Body; or <p>defrauding, attempting to defraud or conspiring to defraud a Contracting Body.</p>
“Property”	means the property, other than real property, issued or made available to the Supplier by the Authority or Customer in connection with the Framework Agreement or any Call-Off Contract.
“Public Contracts Regulations”	means the Public Contracts Regulations 2015 (SI 2015/102)
“Purchase Order”	means the document in which the Customer specifies the Services which are to be supplied by the Supplier under the Call-Off Contract.
“Quality Standards”	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Call-Off Form.

“Receipt”	means the physical or electronic arrival of the invoice at the address of the Customer detailed at clause A4 (Notices and Communications) of the Call-Off Contract or at any other address given by the Customer to the Supplier for the submission of invoices.
“Relevant Tax Authority”	means HM Revenue & Customs or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.
“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Call-Off Contract or any other affairs of the Authority and “Regulatory Body” shall be construed accordingly.
“Relevant Conviction”	means a conviction that is relevant to the nature of the Services or as listed by the Customer and/or relevant to the work of the Customer.
“Relevant Requirements”	means all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
“Replacement Supplier”	means any Third-Party Service Supplier appointed by the Authority or a Customer to supply any services which are substantially similar to any of the Services and which the Contracting Body receives in substitution for any of the Services following the expiry, termination or partial termination of a Call-Off Contract.
“Request for Information”	means a request for information under the FOIA or the Environmental Information Regulations.
“Services”	means, in relation to the Framework Agreement, the services described in the Specification, and in relation to a Call-Off Contract, means those services within the scope of services set out in the Specification which are set out in an Call-Off Form and which the Supplier is required to carry out under a Call-Off Contract for a Contracting Body/Customer.
“Specification”	means the specification (including any related performance measurements, requirements, protocols and targets) of the Services for each of the Supplier’s Lot set out in Schedule 2.
“Staff”	means all persons employed by the Supplier to perform its obligations under the Framework Agreement and/or a Call-Off Contract together with the Supplier’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under the Framework Agreement / a Call-Off Contract.
“Sub-Contractor”	means a third party directly or indirectly contracted to the Supplier (irrespective of whether such person is an agent or Affiliate of the Supplier) whose services are used by the Supplier (either directly or indirectly) in connection with the provision of the Services, and “Sub-Contract” shall be construed accordingly.
“Supplier”	means the party appointed as a potential provider of Services as identified in section 1 to this Framework Agreement.
“Supplier Equipment”	means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under any Call-Off Contract.

“Supplier’s Representative”	means any competent person appointed by the Supplier to be his representative in relation to the performance of any Call-Off Contract who will receive and act on any directions given by the Contract Manager.
“Supplier Software”	means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is specified as such in the Call-Off Form.
“Supplier System”	means the information and communications technology system used by the Supplier in providing the Services including the Supplier Software, the Supplier Equipment and related cabling (but excluding the Authority System).
“Tender”	means documents and information submitted by the Supplier to the Authority in response to the Authority’s Invitation to Tender. References to the Tender shall also include all responses given by the Supplier in response to the selection questions as part of the assessment of the Supplier’s suitability at Stage 3 of the ITT.
“Third Party IP Claim”	any claim, demand suit or action by any third party for infringement or alleged infringement of any third-party Intellectual Property Rights (whether by the Authority or the Supplier) arising from the performance of the Supplier’s obligations under the Framework Agreement or a Call-Off Contract.
“Third Party Software”	means software which is proprietary to any third party which is or will be used by the Supplier for the purposes of providing the Services other than software which is an Authority Software.
“Valid Invoice”	means an invoice containing the detailed information set out in clause C2 (Payment and VAT).
“Variation”	means any amendment of or change to the Framework Agreement or Call-Off Contract or change in which the Services are provided.
“VAT”	means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.
“Working Day”	means any day from Monday to Friday, excluding any bank or other national holidays in England and Wales.

SCHEDULE 2 - SPECIFICATION

PART A: THE SERVICES

1.1. Natural England - our vision and mission

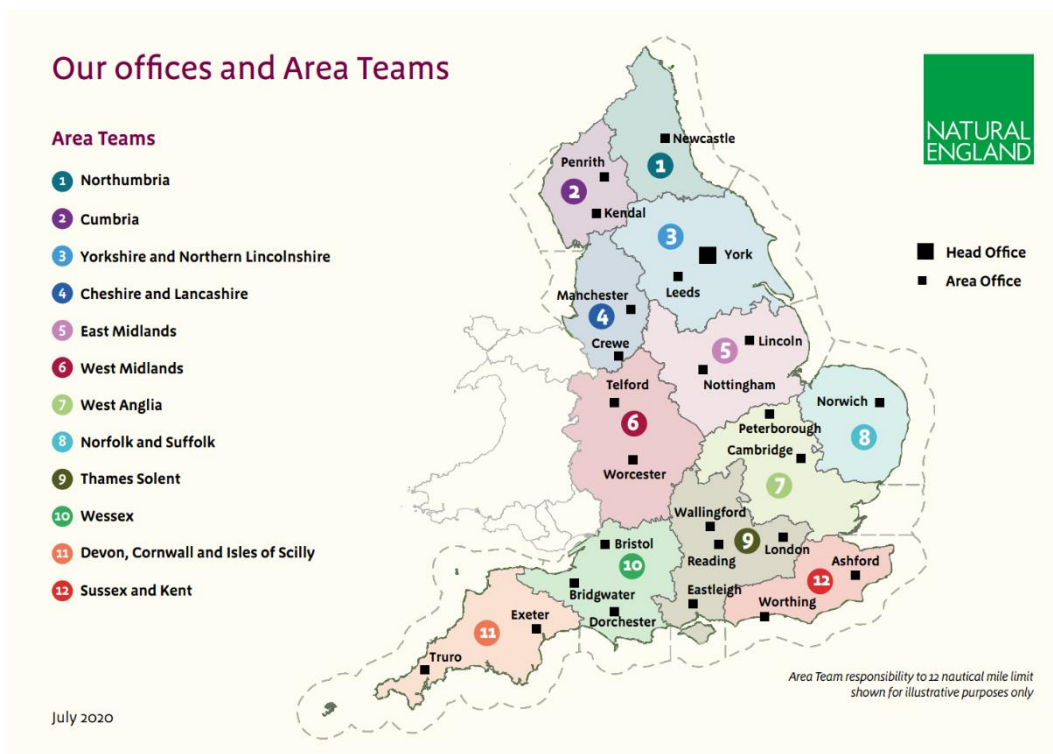
*Our vision is 'Thriving Nature for people and planet'.
We aim to achieve this through our mission 'Building partnerships for Nature's recovery'.*

1.2. Natural England context

Natural England (NE) is the government's statutory adviser for the natural environment in England, a statutory consultee in the marine and terrestrial planning and infrastructure planning systems and the regulator for protected species licensing. Natural England's purpose is to ensure that the natural environment is conserved, enhanced, and managed for the benefit of present and future generations, thereby contributing to sustainable development. Natural England is an executive non-departmental public body, sponsored by the [Department for Environment, Food & Rural Affairs](#) and this procurement will be conducted by the DEFRA Group Commercial (DgC) on behalf of Natural England.

Natural England was established by an Act of Parliament in 2006. Our purpose is to help conserve, enhance and manage the natural environment for the benefit of present and future generations, thereby contributing to sustainable development.

Natural England have 2,500 staff in offices throughout England, with a head office in York.



1.3. Natural England sustainable development aims

Planning Related Advice Professional Services Framework

Natural England's aim is to achieve thriving nature and beautiful land and seascapes - through our engagement in the planning and licensing systems - to enable society to prosper.

The work encompasses our:

- advisory and regulatory work on development and infrastructure planning on land and sea
- all our species licensing work

It also includes initiatives such as:

- district level licensing
- biodiversity net gain
- natural capital planning
- urban greening

Sustainable Development is a critical area of our business, bringing huge opportunities for us to help shape gains for people, places, habitats and species.

Natural England advises on the environmental aspects of sustainable development on land and sea and engages with the planning system as a statutory consultee for development plans, marine plans, Environmental Impact Assessments, Strategic Environmental Assessment, Nationally Significant Infrastructure Projects, marine licensing proposals and where planning applications are likely to impact upon our particular interests, including protected habitats, Sites of Special Scientific Interest and designated landscapes.

1.4. Natural England Priorities

Our priorities for 2020 to 2025 support our mission and the ambitions of the [government's 25 Year Environment Plan](#) (25YEP).

The programme provides opportunities to deliver the 25 Year Plan ambitions through more effective use of our planning and licensing levers.

We've a powerful remit combining:

- our role as statutory consultee and adviser on land use plans and infrastructure decisions
- our ability to convene partnerships and collaborate
- the investment leverages our regulatory work enables

We'll focus on how we:

- enhance and protect environmental assets

- deliver the nature recovery network on land and at sea
- ensure local natural capital is seen as an integral component of strategic planning decisions
- improve the environmental quality of development

We aim for:

- a well-managed Nature Recovery Network across land, water and sea, which creates and protects resilient ecosystems rich in wildlife and natural beauty, enjoyed by people and widely benefiting society, across urban-rural landscapes
- people connected to the natural environment for their own and society's wellbeing, enjoyment and prosperity, for example through green infrastructure
- Nature-based solutions contributing fully to tackling the climate change challenge and wider environmental hazards and threats
- improvements in the natural capital that drives sustainable economic growth, healthy food systems and prospering communities
- evidence and expertise being used by a broad range of partnerships, organisations and communities to achieve Nature recovery and enable effective regulation and accreditation
- being a values-led organisation that delivers excellent service standards to all partners, organisations and communities engaged in achieving Nature's recovery

2.1. Sustainable Development Programme

The Sustainable Development (SD) Programme covers extensive work involving statutory and non-statutory land use planning activity (including Biodiversity Net Gain (BNG), green infrastructure and wider environmental net gains) and all of our wildlife licensing activity. It also includes our work on marine planning, marine net gain, a coherent Marine Protected Areas Network and an ecosystem approach to the management of the marine environment.

This is a fundamentally critical and statutory area of Natural England business helping to shape gains for places, habitats and species.

We strive to continue to work towards a more proactive and strategic approach to planning and licensing work; we believe partnership working and early engagement in strategic plans and projects is the best way to deliver more for the natural environment in the long term. Our resources are used to best effect to support operational delivery locally and in central teams, both directly, through additional staff, and indirectly, by putting in place a range of reforms to help target our resources on the interventions that hold the greatest gains.

We are keen to ensure the direction of travel for the SD Programme is informed by the reality of our grass roots challenges and opportunities.

2.2. Sustainable Development 5-year vision

Planning Related Advice Professional Services Framework

Natural England's 5-year aims are set out below, both broadly for SD and specifically for planning and licensing.

Our overall SD ambition is to:

- Utilise the significant investment leverage our regulatory, advisory and partnership work enables and our unique skills and position to deliver 25 YEP ambitions around recovering nature and using land sustainably.
- Be core to delivering 25 YEP ambitions around net environmental gain, green infrastructure, the Nature Recovery Network, and Natural Capital Plans. Additionally, we will influence a much wider range of strategies and plans, e.g., local industrial strategies, marine plans, water resource plans and those of other government departments.
- Monitor and evaluate environmental outcomes from our input to inform continuous improvement.

2.2.1. Planning

We will:

- Focus our advice towards proactive and more strategic advice on planned development and infrastructure and land and sea use change which can deliver environmental net gains for people and the environment.
- Through our advice, enable more effectively planned, high environmental quality development and infrastructure at a local level.
- Focus our development management work on high value development that has a high potential impact on nature
- Reform how environmental advice is provided and funded to leverage funds and deliver more for nature from our investment.

2.2.2. Wildlife licensing

We will:

- Offer streamlined regulation to deliver and measure strategic environmental gains and clearly support conservation outcomes for species including for nature recovery.
- Learn lessons from District Level Licensing (DLL) and apply these to other species and Net Gain implementation.
- Permit others to carry out some low and medium risk licensing functions through earned recognition and move to species licensing on a strategic basis. This will enable us to deliver more for protected species, target investment to contribute to the NRN, provide excellent customer service and drive-up skills in the ecology industry.

2.3. Our Priorities

Natural England have a phased programme to achieve these aims over the next 5 years. Our key immediate emphasis will be two-fold:

- a) To increase the quality, value and timeliness of our planning and licensing services to customers through targeted investment in core capacity and reform of our services.
- b) To optimise the impact our planning and licensing activity has on the protection and enhancement of existing natural assets and contribute to nature recovery and growth in natural capital and ecosystem services.

3.1. Consultancy services sought

We are seeking the services of a number of suppliers/ contractors with relevant skills, experience and expertise in providing expert advice and training on a wide range of planning issues to decision makers and consultees. The aim is to help Natural England fulfil its statutory duties, meet our casework deadlines, support our shift towards more strategic level planning and engagement, address short term skills and capacity gaps and maintain excellent levels of customer service (more details here: [About our services - Natural England - GOV.UK \(www.gov.uk\)](http://www.gov.uk)).

The principal tasks we require assistance will include but not be limited to:

1. Providing & supporting expert planning advice to NE staff or direct to decision makers on strategic plans and medium and high risk or high opportunity planning and infrastructure casework and related. environmental assessments (Habitats Regulations Assessment (HRA), Strategic Environmental Assessment (SEA)/ Sustainability Appraisal (SA) and Environmental Impact Assessment (EIA)
2. Providing & supporting expert input to Natural England's national planning work including. Planning and Infrastructure legislation, policy, and processes (terrestrial and marine)
3. Providing planning training to Natural England staff or local planning authorities or other planning decision makers and stakeholders on identified topics

There are 11 Lots based on number of specialists' areas requirements specified, and it's anticipated upto 6 suppliers will be awarded against each Lot. Natural England reserves the right to change/amend this model at any given time.

Case specific planning advice will include advice on the impacts and opportunities of development and infrastructure for the natural environment under the Town and Country Planning Acts, the Planning Act 2008 and the Marine and Coastal Access Act 2009 (see [Developers: get environmental advice on your planning proposals - GOV.UK \(www.gov.uk\)](http://www.gov.uk)). Our advice will be in line with relevant EU and UK environmental legislation; national planning policy as set out in the National Planning Policy Framework (NPPF), the Marine

Policy Statement and National Policy Statements and will seek to deliver relevant Government and local objectives for the natural environment, e.g. [25 Year Environment Plan - GOV.UK \(www.gov.uk\)](#). All advice shall be in line with relevant NE internal standards and guidance (as available on GOV.UK or as provided to the successful contractors)

It will include the provision of expert analysis and advice relating to the town and country planning system, marine planning and licensing systems, and infrastructure planning system natural environment and climate change issues relating to development and infrastructure.

Climate change is central to Natural England's work. Climate change is a profound threat to nature and people and change is already happening.

The natural environment is experiencing the impacts of climate change and requires adaptation action, but nature-based solutions (NbS) are also an essential part of reducing greenhouse gas emissions and reducing risks to people through ecosystem-based adaptation (EbA) measures, such as natural flood management (NFM). The quicker greenhouse gas emissions can be reduced from all sectors the more the pressure of climate change on the natural environment can be reduced. Through our planning work we look to:

- Building resilience and managing change in the natural environment.
- Adapting conservation objectives and management.
- Nature based solutions to contribute to meeting Net Zero.
- Nature based solutions to reduce risks to people from climate change.

It will also include the provision of specialist technical planning advice on the following topics:

- Landscape (designated and wider landscapes and seascapes)
- Air Quality
- Water quality/ quantity/ hydrology
- Environmental and biodiversity net gain including marine net gain
- Geodiversity
- Green infrastructure and access
- Soils, and best and most versatile agricultural land, minerals and waste
- Marine habitats and species
- Terrestrial habitats and species
- Ornithology

The specific detail will be provided by the commissioning officer in the work specification for a given Call-Off contract.

A complete and detailed audit trail will need to be maintained for all work undertaken. To include records of all evidence used, and advice provided including telephone conversations and/or meeting notes, which informed the specialist advice provided.

All advice or information provided and sourced to inform the specialist advice should aim to provide a robust, evidence-based set of outputs with confidence limits applied within the constraints of time and budget, where relevant and appropriate.

Providing and supporting expert planning advice to NE staff or direct to decision makers on medium and high risk or high opportunity planning and infrastructure casework

External recipients of advice will include developers, consultants and decision makers on planning casework (Local planning authorities, Planning Inspectorate, relevant Secretary of State, Planning Casework Unit or Marine Management Organisation). Internally NE planning staff in area teams, National Operations, Strategy and Government Advice and Chief Scientist Directorate teams.

Medium or High risk or High Opportunity Casework includes statutory development plans (Local Plans, Spatial Development Strategies, Neighbourhood Plans), Marine Plans development related plans and strategies), Nationally Significant Infrastructure Projects (NSIPs) and development proposals and their related environmental assessments (Habitats Regulations Assessment (HRA), Strategic Environmental Assessment (SEA)/Sustainability Appraisal (SA) and Environmental Impact Assessment (EIA)).

The type of advice to be provided will include but not be limited to:

- site/project specific development and infrastructure related advice on any or all aspects of Natural England's remit (including on impacts, scope for mitigation, enhancement opportunities and compensatory measures)
- advice on marine and terrestrial development and infrastructure proposals and associated consents (e.g., environmental permits, deemed marine licence and protected species licences). This includes Nationally Significant Infrastructure Projects, large housing developments and other types of development proposals which have potential for significant impacts on European sites, Sites of Special Scientific Interest, Marine Conservation Zones, National Parks, Areas of Outstanding Natural Beauty, Heritage Coasts, Best and Most Versatile agricultural land and minerals and waste development where significant areas are being restored to agricultural use.
- advice on environmental assessments (HRA, SEA and EIA)
- advice on planning and infrastructure policy, process and case law including Marine Plans, Local Plans, Neighbourhood Plans and other land and water-based plans which have potential for significant impacts on European sites, Sites of Special Scientific Interest, Marine Conservation Zones, National Parks, Areas of Outstanding Natural Beauty, Heritage Coasts or Best and Most Versatile agricultural land.
- advice on natural environment and climate change policies in development plans, marine plans and other plans and strategies

- advice on the impacts of development under climate change and the required measures for adaptation on habitats and species including the nature recovery options that may be impacted
- advice on natural environment and climate change issues arising from development and infrastructure proposals
- advice on nature-based solutions to address climate change impacts and restore natural processes
- advice and analysis of evidence documents, assessments, studies and modelling tools and techniques used to inform development and infrastructure proposals
- advice on any or all stages of a plan or project (to meet specified response deadlines) including post consent
- to include charged for advice under Discretionary Advice Service (DAS) and Service Level Agreements (including advice at pre-application or post consent stages)
- to include attendance at public inquiries/hearings, NSIP issue specific hearings or Local Plan examinations
- solutions focussed, evidence-based advice in line with NE standards and guidance

More information on our advice and charged for services is published: [Developers: get environmental advice on your planning proposals - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/developers-get-environmental-advice-on-your-planning-proposals).

Natural England's standards are published: [Natural England Standard: Responding to consultations on development - NESTND037](https://www.gov.uk/guidance/natural-england-standard-responding-to-consultations-on-development-NESTND037).

Advice to decision makers must be provided in an appropriate format eg digital if requested, using plain English, in line with Natural England's standard response formats. All responses will be quality assured and signed off in accordance with Natural England's [Non-Financial Scheme of Delegation \(publishing.service.gov.uk\)](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/612422/non-financial-scheme-of-delegation.pdf).

Indicative tasks will include but not be limited to:

- review and analysis of NSIPs/planning applications and supporting information and evidence documents e.g. Landscape and Visual Impact Assessments (LVIAs), hydrological assessments
- review and analysis of plan or project level environmental assessments (HRA/SEA/EIA)
- draft/input to NE consultation responses on environmental impacts (including cumulative impacts), mitigation, compensation and enhancement measures (across the breadth of Natural England's remit or on particular issues)
- providing specified support to area teams e.g. identifying key issues from submitted documents to inform advice on complex cases or applying advice obtained from NE specialists
- attending meetings or site visits (with developers/decision makers as appropriate)
- acting as expert witnesses on Natural England's behalf relating to relevant specialisms/issues at public inquiries/hearings/ examinations

3.2. Providing and supporting expert input to Natural England's national planning work

To include advice on all or any aspects of Natural England's remit in relation to terrestrial and marine planning. Substantial reforms are expected to the terrestrial planning system and environmental assessment processes (as proposed in Planning White Paper, Levelling Up White Paper and Nature Recovery Green Paper). Contractors will help in shaping Natural England's response to the proposals helping to secure opportunities for the natural environment alongside sustainable development and to understand and prepare for the implications of system changes on Natural England as a statutory consultee.

Indicative tasks will include but not be limited to

- review or draft internal or external planning guidance on particular topics
- advise on the development of strategic approaches or solutions to address environmental issues. Solutions that can be designed once and used many times to deliver better environmental outcomes and reduce casework further down the line.
- provide expert advice on specified aspects of reforms to the planning and infrastructure or environmental assessment processes including responses to technical consultations
- provide advice on casework handling process or other planning business improvements
- lead or assist with monitoring and evaluation of Natural England's planning work to include strategic solutions.

3.3. Provide planning training on identified topics

To provide training on planning and infrastructure processes, environmental assessment and environmental planning issues to NE staff or local planning authorities or other planning decision makers and stakeholders.

Indicative Tasks will include but not be limited to:

- prepare and deliver webinars or face to face training for NE staff or external bodies
- prepare written training materials
- providing training on specified individual topics or integrated advice e.g. provisions of the Environment Act (BNG, LNRS etc)

Planning training topics may include but not limited to:

- Strategic solutions; NSIPs; air quality; biodiversity net gain; water quality; HRA; environmental net gain; SEA; natural capital; planning reform; Development Plan process and Natural England's statutory consultee roles. Training may include the integration and join up of delivery mechanisms in a place, eg green infrastructure, natural capital, biodiversity net gain.

3.4. Skills, expertise, and experience expected of contractors

It is expected that suppliers/contractors will be able to demonstrate and apply the following:

- Good understanding of Natural England’s remit, roles, statutory and discretionary duties in relation to planning, development and infrastructure and awareness of NE standards, guidance, and ways of working.
- Demonstrable expertise in and experience of the Town and Country Planning system, legislation, national policy and guidance and its application to planning casework.
- Demonstrable expertise in and experience of infrastructure planning processes, Nationally Significant Infrastructure Project casework and stakeholders.
- Demonstrable expertise in and experience of environmental assessment processes relating to development and infrastructure (terrestrial and marine) (HRA, SEA/SA and EIA).
- demonstrable expertise and experience of marine planning and licensing and marine stakeholders.
- demonstrable experience and expertise in planning for the natural environment and climate change, including in relation to specific topics.
Experience and expertise in working with key national and local partners and stakeholders that are directly engaged with the planning system/infrastructure systems
- Demonstrable expertise in and experience of the legislative/policy/strategic context of planning and infrastructure work e.g., 25 Year Environment Plan, Environment Act, National Planning Policy Framework, National Policy Statements, Planning White Paper, Levelling Up White Paper, Nature Recovery Green Paper.
- Demonstrable expertise in and experience in developing and delivering training across a wide range of planning and infrastructure related topics.
- A proven ability to deliver technical advice to an agreed quality standard.
- staff with appropriate professional experience and expertise and membership of relevant professional bodies as appropriate (e.g., RTPI, Landscape Institute, CIEEM, IEMA),
- understanding of interface between planning and protected species licensing and Natural England’s roles in both. We are not seeking specific advice on licensing casework.
- Further information on expected skills and expertise for specific topics is set out in.

3.5. Lots’ Overview

Lot 1	Provision of Planning Advice
Lot 2	Landscape (designated and wider landscapes and seascapes)
Lot 3	Air Quality
Lot 4	Water (Quality/Quantity/Hydrology)
Lot 5	Environmental and biodiversity net gain including marine net gain and natural capital

Lot 6	Geodiversity including geomorphology, including fluvial and geological processes
Lot 7	Green infrastructure and access
Lot 8	Soils, and best and most versatile agricultural land, minerals and waste
Lot 9	Marine habitats and species
Lot 10	Terrestrial habitats and species
Lot 11	Ornithology

Please see Schedule 2 for Lots' Specification.

PART B: THE SUPPLIER'S LOT

Tick relevant lots that apply to the Supplier

Where ticked below, the Supplier has been awarded the Lot(s):

Lot 1	X
Lot 2	
Lot 3	
Lot 4	
Lot 5	
Lot 6	
Lot 7	
Lot 8	
Lot 9	
Lot 10	
Lot 11	

SCHEDULE 2 – LOTS' SPECIFICATION

Lot No	Lot Title	Suppliers/Contractors submitting for Lot are expected to have the following skills, expertise and experience	Suppliers/Contractors submitting for Lot may be required to undertake the following tasks such as but not limited to
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1	<p>Provision of planning advice</p> <p>For full details please see the Specification for the Provision of Land Use Planning Related (contractual) Advice for Sustainable Development Programme document</p>	<p>It is expected that suppliers/contractors will be able to demonstrate and apply the following:</p> <ul style="list-style-type: none"> • Good understanding of Natural England’s remit, roles, statutory and discretionary duties in relation to planning, development and infrastructure and awareness of NE standards, guidance and ways of working. • Demonstrable expertise in and experience of the Town and Country Planning system, legislation, national policy and guidance and its application to planning casework. • Demonstrable expertise in and experience of infrastructure planning processes, Nationally Significant Infrastructure Project casework and stakeholders. • Demonstrable expertise in and experience of environmental assessment processes relating to development and infrastructure (terrestrial and marine) (HRA, SEA/SA and EIA). • Demonstrable expertise and experience of marine planning and licensing and marine stakeholders. • Demonstrable experience and expertise in planning for the natural environment and climate change, including in relation to specific topics identified in the Lots below. • Experience and expertise in working with key national and local partners and stakeholders that are directly engaged with the planning system/infrastructure systems. 	<p>The principal tasks we require assistance with will include but not be limited to:</p> <p>1. Providing and supporting expert planning advice to NE staff or direct to decision makers on strategic plans and medium and high risk or high opportunity planning and infrastructure casework and related environmental assessments (Habitats Regulations Assessment (HRA), Strategic Environmental Assessment (SEA)/ Sustainability Appraisal (SA) and Environmental Impact Assessment (EIA))</p> <p>Medium or High risk or High Opportunity Casework includes statutory development plans (Local Plans, Spatial Development Strategies, Neighbourhood Plans), Marine Plans development related plans and strategies), Nationally Significant Infrastructure Projects (NSIPs) and development proposals and their related environmental assessments (Habitats Regulations Assessment (HRA), Strategic Environmental Assessment (SEA)/Sustainability Appraisal (SA) and Environmental Impact Assessment (EIA)).</p> <p>The type of advice to be provided will include but not be limited to:</p> <ul style="list-style-type: none"> • site/project specific development and infrastructure related advice on any or all aspects of Natural England’s remit (including on impacts, scope for mitigation, enhancement opportunities and compensatory measures) • advice on marine and terrestrial development and infrastructure proposals and associated consents (e.g. environmental permits, deemed marine licence and protected species licences). This includes Nationally Significant Infrastructure
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		<ul style="list-style-type: none"> • Demonstrable expertise in and experience of the legislative/policy/strategic context of planning and infrastructure work e.g., 25 Year Environment Plan, Environment Act, National Planning Policy Framework, National Policy Statements, Levelling Up White Paper, Nature Recovery Green Paper, Levelling Up and Regeneration Bill. • Demonstrable expertise in and experience in developing and delivering training across a wide range of planning and infrastructure related topics. • A proven ability to deliver technical advice to an agreed quality standard. • Staff with appropriate professional experience and expertise and membership of relevant professional bodies as appropriate (eg RTPI, Landscape Institute, CIEEM, IEMA). • Understanding of interface between planning and protected species licensing and Natural England's roles in both. We are not seeking specific advice on licensing casework. <p>Suppliers/Contractors, in some cases, may also wish to demonstrate some/all of the specialisms listed for the Lots below.</p> <p>Please be advised that requirements of the Lot 1 - General Planning Advice covers planning advice related provision covering all the topics as outlined in the lots below, but not to the detail level required by each specialised lot.</p>	<p>Projects, large housing developments and other types of development proposals which have potential for significant impacts on European sites, Sites of Special Scientific Interest, Marine Conservation Zones, National Parks, Areas of Outstanding Natural Beauty, Heritage Coasts, Best and Most Versatile agricultural land and minerals and waste development where significant areas are being restored to agricultural use.</p> <ul style="list-style-type: none"> • advice on environmental assessments (HRA, SEA and EIA). • advice on planning and infrastructure policy, process and case law including Marine Plans, Local Plans, Neighbourhood Plans and other land and water-based plans which have potential for significant impacts on European sites, Sites of Special Scientific Interest, Marine Conservation Zones, National Parks, Areas of Outstanding Natural Beauty, Heritage Coasts or Best and Most Versatile agricultural land. • advice on natural environment and climate change policies in development plans, marine plans and other plans and strategies • advice on the impacts of development under climate change and the required measures for adaptation on habitats and species including the nature recovery options that may be impacted • advice on natural environment and climate change issues arising from development and infrastructure proposals
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			<ul style="list-style-type: none"> • advice on nature-based solutions to address climate change impacts and restore natural processes • advice and analysis of evidence documents, assessments, studies and modelling tools and techniques used to inform development and infrastructure proposals • advice on any or all stages of a plan or project (to meet specified response deadlines) including post consent • to include charged for advice under Discretionary Advice Service (DAS) and Service Level Agreements (including advice at pre-application or post consent stages) • to include attendance at public inquiries/hearings, NSIP issue specific hearings or Local Plan examinations • solutions focussed, evidence- based advice in line with NE standards and guidance <p>2. Providing and supporting expert input to Natural England’s national planning work including planning and infrastructure legislation, policy, and processes.</p> <p>To include advice on all or any aspects of Natural England’s remit in relation to terrestrial and marine planning. Indicative tasks will include but not be limited to</p> <ul style="list-style-type: none"> • review or draft internal or external planning guidance on particular topics.
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			<ul style="list-style-type: none"> • advise on the development of strategic approaches or solutions to address environmental issues. Solutions that can be designed once and used many times to deliver better environmental outcomes and reduce casework further down the line. • provide expert advice on specified aspects of reforms to the planning and infrastructure or environmental assessment processes including responses to technical consultations. • provide advice on casework handling process or other planning business improvements. • lead or assist with monitoring and evaluation of Natural England’s planning work to include strategic solutions. <p>3. Providing planning training to Natural England staff or local planning authorities or other planning decision makers and stakeholders on identified topics.</p> <p>Indicative Tasks will include but not be limited to:</p> <ul style="list-style-type: none"> • prepare and deliver webinars or face to face training for NE staff or external bodies • prepare written training materials • providing training on specified individual topics or integrated advice e.g. provisions of the Environment Act (BNG, LNRS etc)
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			<p>Planning training topics may include but not limited to: Strategic solutions; NSIPs; air quality; biodiversity net gain; water quality; HRA; environmental net gain; SEA/EIA; natural capital; planning reform; development plan process and Natural England’s statutory consultee roles. Training may include the integration and join up of delivery mechanisms in a place, eg green infrastructure, natural capital, biodiversity net gain.</p> <p>The advice provided in delivering the tasks above, in some cases, may also need to draw upon the specialisms listed in the Lots below.</p>
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2	Landscape (designated and wider landscapes and seascapes)	<p>Demonstrable expertise in and experience of:</p> <ul style="list-style-type: none"> • Legislation/policy relating to National Parks (NPs) and Areas of Outstanding Natural Beauty (AONBs), and Heritage Coasts including the statutory duty on public bodies and service providers to 'have regard' to the purposes of NPs and AONBs. • policy/practice relating to planning for all landscapes. • The local management structures and arrangements of NPs and AONBs, their management plans and the role of 'Special Qualities' within the planning system. • Demonstrable expertise in and experience of how national planning policy and legislation for the protection of nationally designated landscapes and other landscapes should be applied to land use planning decisions including Nationally Significant Infrastructure Projects and Permitted Development. • Demonstrable expertise in and experience in undertaking Landscape and Visual Impact Assessment (LVIA). • Demonstrable expertise in and experience in undertaking Seascape and Visual Impact Assessment (SVIA). • Understanding of and ability to apply Sensitivity Assessments at a landscape scale. 	<ul style="list-style-type: none"> • Providing advice on development proposals affecting a National Park, AONB or Heritage Coast which NE judge to be of such major significance in terms of their potential impact on or harm to the statutory purposes of a designated landscape. This may include EIA developments, NSIPs, development plan site allocations. Advice may also be required on development plan policies for wider landscapes and opportunities for enhancement. Liaison with relevant AONB Partnership/National Park staff. • Reviewing and critiquing LVIAs or SVIAs produced by others in support of development proposals. • Providing advice on changes and enhancements to adapt to and mitigate climate change. • Acting as expert witness in relation to how a proposed development scheme <ul style="list-style-type: none"> ○ would affect landscape quality, character and impact on the statutory purpose of a designated landscape and ○ comply with national planning and local policies ○ carrying out site visits to inform any or all of the above tasks • Providing training to NE staff eg on Landscape Character Assessment, LVIA, Sensitivity
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		<ul style="list-style-type: none"> • Able to advise on how the landscape and visual impact of a development scheme can be mitigated via mitigation and as a last resort compensation measures. • Able to advise on opportunities for landscape enhancement • Demonstrable expertise in and experience in providing evidence as an expert witness at appeal/public inquiries and examinations e.g. NSIPs and Local Plans (all expert landscape witnesses to be chartered members of Landscape Institute) • Demonstrable expertise in and experience in designing and delivering (or reviewing that produced by others) of landscape related planning guidance (protected and wider landscapes) Demonstrable expertise in and experience in designing and delivering training on landscape matters to different audiences e.g., LPA, Planning Inspectors. 	Assessment, and landscape mitigation measures.
3	Air quality	<ul style="list-style-type: none"> • Expert knowledge of and applied experience of air quality models and their application. • Demonstrable expertise in and experience of air quality/pollution issues and impacts on the natural environment arising from development and infrastructure proposals. • Experience and expertise in working with key partners and stakeholders that are directly engaged with air quality issues relating to development and infrastructure 	<ul style="list-style-type: none"> • Advice on air quality assessments for transport casework including Natural England's approach to advising competent authorities on the assessment of road traffic emissions under the Habitats Regulations (NEA001) • Advising on air quality impacts from energy NSIPs including Combined Cycle Gas Turbine (CCGT) and Combined Heat and Power (CHP) • Advice on air quality assessments including (SCAIL - Simple Calculation of Atmospheric

		<ul style="list-style-type: none"> • Demonstrable expertise in and experience of the legislative/policy/strategic context of air quality within planning and infrastructure work. • Demonstrable expertise in and experience in developing and delivering air quality and/or ecotoxicology/pollution training to a wide range of users. 	<p>Impact Limits (ceh.ac.uk) (SCAIL) and ammonia)</p> <ul style="list-style-type: none"> • Advice on developments requiring both planning permission and an environmental permit including combustion, intensive livestock and landfill. • Air quality permitting. • Air quality issues within Local Plans and related environmental assessments (SA/SEA/HRA) • Advice on ecotoxicology/ pollution issues arising out of developments. • Advice on how air quality issues interact with climate change impacts and the measures to address them. • Reviews of assessments/studies/modelling to inform NE responses to planning and infrastructure casework. • Acting as an expert witness in relation to air quality issues arising from a development proposal or development plan.
4	Water (Quality/Quantity/Hydrology)	<ul style="list-style-type: none"> • Expert knowledge of and applied experience of water quality and quantity models and their application. • Demonstrable expertise in and experience of hydrology and hydrogeology and impacts on the natural environment arising from development and infrastructure. 	<ul style="list-style-type: none"> • Advice on impacts of development and infrastructure proposals. These may include developments such as flood and coastal risk management. • Hydropower. • Water company drought plans and asset management plans.

		<ul style="list-style-type: none"> • Demonstrable expertise in and experience of water quality and quantity and impacts on the natural environment arising from infrastructure planning processes. • Demonstrable expertise in and experience in working with key national partners and stakeholders that are directly engaged with the planning system/infrastructure systems and water/hydrological issues. • Demonstrable expertise in and experience of the legislative/policy/strategic context of planning and infrastructure work and how water, hydrology and pollution fit into this • Demonstrable expertise in and experience in developing and delivering water quality, quantity, hydrology training to a wide range of users. 	<ul style="list-style-type: none"> • EA consultations and permitting. • The impacts of the development on water quality/quantity/hydrology/flooding/drought under climate change and measures to address these issues. • Septic tanks. • Sustainable Urban Drainage Systems (SUDS). • Natural Flood management. • Freshwater fish. • Water issues within Local Plans and their assessments (SA/SEA/HRA). • Hydrogeology including deep boreholes e.g. geothermal and fracking. • Advice on ecotoxicology/ pollution issues arising out of developments – includes marine pollution and the effects of climate change on these issues • Reviews of assessments/studies/modelling to inform NE responses to planning and infrastructure casework • Acting as an expert witness in relation to water quality/quantity/hydrology issues arising from a development proposal or development plan.
5	Environmental and biodiversity net gain including marine net gain and natural capital	<ul style="list-style-type: none"> • Demonstrable expertise in and experience of legislation, national policy and guidance relating to Biodiversity Net Gain and wider 	<ul style="list-style-type: none"> • Advice on biodiversity and wider environmental net gain proposals in development plans, supplementary and supporting documents, NSIPs and other high priority development

		<p>environmental net gain within the planning and infrastructure planning processes.</p> <ul style="list-style-type: none"> • Understanding of evolving work on marine net gain. • Demonstrable expertise in and experience in working with key national partners and stakeholders that are directly engaged with the delivery of ENG/BNG within development. • Demonstrable expertise in and experience in developing and delivering ENG/BNG training to a wide range users. 	<p>proposals (including application of biodiversity metric 3).</p> <p>Advice on Natural Capital</p> <ul style="list-style-type: none"> • Advice to developers on scoping natural capital assessments of the impact of large developments, including infrastructure. • Advice on interpreting natural capital assessments (including monetary and non-monetary valuation) and evidence undertaken by developers. • Advice on strategic natural capital plans from local authorities. • Assessment of the effects on the financial viability of different development types, including infrastructure of environmental regulations or policies. • Providing advice on how measures to adapt to and mitigate climate change should be designed in and delivered by these mechanisms.
6	Geodiversity including geomorphology, including fluvial and geological processes	<ul style="list-style-type: none"> • Demonstrable technical expertise and experience of geodiversity (geology and geomorphology). • Demonstrable expertise and experience of geodiversity in relation to planning policy and the operation of the planning system including designated sites at a local (Local Geological Sites), national (Sites of Special Scientific Interest) and international 	<ul style="list-style-type: none"> • Detailed, geological/geomorphological advice on development impacts, mitigation measures and enhancement opportunities arising from planning and infrastructure proposals. • Advice on Nuclear developments including Geological Disposal Facilities. • Acting as an expert witness in relation to geological/geomorphological issues arising

		<p>(UNESCO Global Geoparks and UNESCO World Heritage Sites) level.</p> <ul style="list-style-type: none"> • Demonstrable expertise and experience of geodiversity management principles and practice, and associated threats to and opportunities for geodiversity. 	<p>from a development proposal or development plan.</p>
7	Green infrastructure and access	<ul style="list-style-type: none"> • Demonstrable expertise in and experience of legislation, national policy and guidance relating to Green Infrastructure within development and infrastructure (GI). • Demonstrable expertise in and experience in working with key national partners and stakeholders that are directly engaged with delivery of GI within development. • understanding of NE GI Standards work • Demonstrable expertise in and experience in developing and delivering GI training to a wide range users. 	<ul style="list-style-type: none"> • Advice on Green infrastructure policies within development plans. • Advice on GI strategies. • Advice on green infrastructure proposals and opportunities within development and infrastructure proposals inc masterplans, development briefs, environmental assessments. • Training to support skills development in green infrastructure, both internally to NE staff and externally to relevant stakeholders. • Advice on potential impacts on access land, common land, rights of way and coastal access routes in the vicinity of developments. This may include advice on development proposals with very significant impacts on National Trails including England Coastal Path. • Advice on access and active travel policies in development plans and related strategies including on: <ul style="list-style-type: none"> ○ making appropriate provision for greenspace to meet identified local needs.

			<ul style="list-style-type: none"> ○ Advice on design and management of green infrastructure required in a changing climate to ensure sustainable function. ○ protecting and enhance National Trails, rights of way, commons and village greens and other access land, recognising their value to health and wellbeing, access to nature and the visitor economy.
8	Soils, and best and most versatile agricultural land, minerals and waste	<ul style="list-style-type: none"> • Demonstrable expertise in and experience of soils policy/planning legislation • An excellent understanding of the broad range of soil types (e.g. Soil Associations) in a geographical area, and can relate these types to parent material, land use and soil properties • Expert knowledge of the Agricultural Land Classification (ALC) system; the general principles, types of data and limitations, the methodology and application to the spatial planning system, to include field practical experience of soil survey and ALC assessment in the field. • A detailed understanding of the principles of different methods of soil handling and of restoration techniques and their application or variation according to soil type, engineering constraints etc, with reference to published best practice guidance 	<p>Soils</p> <ul style="list-style-type: none"> • Advising on the protection of Best and Most Versatile Land and soils within development and infrastructure proposals and related environmental assessments. advice on soils handling within development proposals • Advice on protecting and enhancing soils and BMV agricultural land in development plan policies and proposals, <p>Minerals and Waste</p> <ul style="list-style-type: none"> • Provision of advice on minerals & waste (disposal) applications which involve restoration to agriculture, of any size or land quality, • Provision of advice on the suitability of soil handling and soil management schemes and on proposals for managing restored land in its statutory 5-year aftercare period, including advice on conditions.

		<ul style="list-style-type: none"> • Experience developing and delivering training sessions to improve soils knowledge, especially with regard to the land use planning; soils and Agricultural Land Classification. • Expert knowledge of minerals and waste planning and soils policy • A detailed understanding of the principles of different methods of soil handling and of restoration techniques and their application or variation according to soil type, engineering constraints etc, with reference to published best practice guidance • An understanding of the requirements of Soil Management Plans; Soil Resource Surveys and Soil Resource Plans • Knowledge of the Agricultural Land Classification (ALC) system; the general principles, types of data and limitations, the methodology and application to the spatial planning system, to include field practical experience of soil survey and ALC assessment in the field. • Experience developing and delivering training sessions, especially with regard to the land use planning consultations and soils. 	<ul style="list-style-type: none"> • Provision of advice on Minerals and Waste Local Plans
9	Marine habitats and species	<ul style="list-style-type: none"> • Demonstrable expertise in and experience of dealing with marine habitat and species issues relating to development and 	<p>Advice on impacts of development and infrastructure proposals on marine habitats and species. We also require advice on marine/intertidal development plans. Areas we anticipate requiring advice include:</p>

		<p>infrastructure relevant legislation, national policy and guidance.</p> <ul style="list-style-type: none"> • Demonstrable expertise in and experience in working with key partners and stakeholders that are directly engaged with the planning system/infrastructure systems and marine habitats and species. • Demonstrable expertise in and experience in developing and marine habitat or species training to a wide range of users. 	<ul style="list-style-type: none"> • Estuarine & marine fish • Freshwater & migratory fish • Marine fisheries • Shellfish Aquaculture • Algal aquaculture • Seaweed harvesting • Marine Habitats • Marine Mammals • Protected species advice • Radioactivity and wildlife in relation to nuclear development – large new nuclear, small modular reactors, fusion, decommissioning and waste/storage • Reviews of assessments/studies/modelling to inform NE responses to planning and infrastructure casework • Acting as an expert witness in relation to issues arising from a development proposal or development plan.
10	Terrestrial habitats and species	<ul style="list-style-type: none"> • Demonstrable expertise in and experience of dealing with terrestrial habitat and species issues within development and infrastructure proposals including legislation, national policy and guidance. 	<ul style="list-style-type: none"> • Advice on habitats impacted by development including but not limited to woodlands (including ancient woodlands, ancient trees and veteran trees), grasslands, heathlands, coastal, open mosaic habitats (eg brownfield) and mitigation, compensation and enhancement opportunities

		<ul style="list-style-type: none"> • infrastructure processes and stakeholders. • Experience and expertise in working with key partners and stakeholders that are directly engaged with the planning system/infrastructure systems and terrestrial habitats and species. • Experience and expertise in developing and habitat or species training to a wide range of users. 	<ul style="list-style-type: none"> • Protected species advice where this is related to a designated site or a species where we require advice • Advice on Radioactivity and wildlife in relation to nuclear development – large new nuclear, small modular reactors, fusion, decommissioning and waste/storage • Reviews of assessments/studies/modelling to inform NE responses to planning and infrastructure casework • Acting as an expert witness in relation to issues arising from a development proposal or development plan.
11	Ornithology	<ul style="list-style-type: none"> • Demonstrable expertise in and experience of dealing with ornithological issues within development and infrastructure proposals (terrestrial and marine), legislation, national policy and guidance. • Understanding of the feeding, roosting, breeding and migratory habitats of: <ul style="list-style-type: none"> a) coastal birds (intertidal species such as waders and wildfowl) b) terrestrial birds (particularly those associated with heathlands, uplands, wetlands and woodland habitats) c) seabirds • Demonstrable expertise in the various techniques used to survey, analyse and model the population abundance and distribution of the above groups of species. This should include the limitations of the 	<ul style="list-style-type: none"> • Advice on direct and indirect impacts as a result of developments or allocations in plans • Setting the dynamics of specific designated site populations within their broader biogeographical population. • Functionally linked land (or sea) and advice on appropriate mitigation and compensation • Advice and training on the use of noise modelling to assess impacts of construction projects on bird populations. • Advice and training on the use of population viability analysis modelling to determine the population levels effects of impacts on important bird populations with respect to relevant conservation legislation and objectives.

		<p>techniques, and how data can be analysed and presented.</p> <ul style="list-style-type: none"> • Experience and expertise in working with key partners and stakeholders that are directly engaged with ornithological issues within the planning /infrastructure systems. • An understanding and working experience of displacement, collision risk modelling, disturbance, water quality, density dependence implications relating to habitat loss, and how these relate to mortality increases and/or reduced productivity. • Demonstrable understanding and experience of practicable mitigation measures to reduce impacts, and viable compensation measures where impacts cannot be fully mitigated, or alternative solutions identified. • Demonstrable expertise and experience in developing and delivering ornithological training to a wide range of users. 	<ul style="list-style-type: none"> • Advice and training on the use of appropriate spatial modelling techniques and software to describe the distribution of birds and assess changes related to projects. • Cumulative and in combination effects of development in the marine, coastal, or terrestrial environment on bird populations. • Protected species issues linked to licensing and planning • Reviews of assessments/studies/modelling to inform NE responses to planning and infrastructure casework • Acting as an expert witness in relation to issues arising from a development proposal or development plan.
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SCHEDULE 4 - PRICING MATRIX

Lot 1

01/04/23 - 31/03/24 (Year 1)	
Role	Rates
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

<u>Additional Information</u>
All costs must be exclusive of VAT.
All costs must be outlined, any costs not included will not be paid by the Contracting Authority.
Daily rates CAN BE CHANGED BY CPI ANNUAL RATE or 3% of the original tendered daily rates (whichever is the lowest). For example, Annual Year is 1st April 2023 - 31st March 2024. Once the daily rates are adjusted annually, these rates will be fixed until the next anniversary.
Daily rates (GBP) are maximum applicable rates for the grade and allows the framework suppliers to offer further discounts when quoting for Call-Off Contracts, which may increase competition.

SCHEDULE 5 – FRAMEWORK CALL-OFF PROCEDURE

This schedule sets out the Award Criteria that will be used to determine which Framework Supplier(s) have been appointed as potential providers of services under the Framework Agreement which will provide the Services in respect of a particular Call-Off Contract.

The Framework Agreement will be with either a Supplier; Lead Supplier (of supply partners or consortium); or consortium of Suppliers (where legally recognised), who will demonstrate that they have met the necessary skills to deliver services as set out within the Specification.

All framework and contractual documents must be completed and submitted by a single lead contact.

The Framework Agreement is an overarching agreement governing the process by which contracting authorities can engage the selected Supplier(s) to provide services, through one or more Call-Off Contracts placed under the Framework Agreement.

Use of the Framework Agreement will avoid duplication of effort in procuring these services via Open Tender and will enable cost savings by achieving better rates and discounts for the services provided.

The Authority will be entitled to award a Call-Off Contract to one or more Framework Supplier(s) to provide the Services which the Authority or Contracting Body requires as per its Framework Call-Off Form (Appendix G).

The Authority reserves the right to run a Mini-Competition seeking a combined service across more than one Lot.

There is no obligation on Suppliers to respond to every Mini-Competition, but the Authority reserves the right to remove a Supplier from the Framework in the event that a Supplier either (a) consistently fails to deliver in line with the timeframes specified at the point of Call-Off and/or (b) repeatedly fails to demonstrate a capability to meet the requirements.

In accordance with clause A7.1 of the Framework Call-Off Terms and Conditions, the total Contract Period (including any extension) of any Call-Off Contract shall not exceed two years without the prior Approval of the Authority Contract Manager. Call-Off Contracts may include the provision of services for one or more Contracting Bodies.

The Authority will build a capability matrix based on each Supplier's response to the Framework Invitation to Tender (ITT). It will be the Supplier's responsibility to notify the Authority of any changes in their capabilities within the Lots to which they are appointed, and to provide an annual return confirming that the information is current and correct.

How the Framework Agreement will work in practice

The framework will have a Direct Award option allowing call-off contracts up to a value of **£50,000** to be let without Mini-Competition. However, depending on the requirement, urgency of requirement, statutory deadline or otherwise, the Authority reserves the right to Direct Award above this value. The Authority Contract Manager will have discretion to determine this whenever possible.

When the Authority or Contracting Body have an urgent requirement, an Expression of Interest (Eoi) Form may be issued to Framework Suppliers within specific Lot. Eoi Form will be sent to dedicated Suppliers' Representative via an email and provided with number of days to respond. Following the receipt of the response to Eoi Form, the Authority will determine to either Direct Award or run a Mini-Competition.

If Direct Award is selected, a Call-Off Form will be completed by both the Authority and the chosen Supplier. Service will commence once a Call-Off Contract is approved by both parties.

The process to be followed in running a Mini-Competition is set out below.

Mini-Competition

When the Authority or Contracting Body decided that a requirement will be procured through the Mini-Competition, this will open to all Framework Suppliers in the relevant Lot.

The Authority will have the discretion, subject to the value, complexity or risk associated with the requirement, to procure the Services via a Mini-Competition by issuing a Call-Off Form via ITT to all Suppliers.

The Framework Agreement and the Call-Off Contract terms and conditions will apply to any Call-Off Contract, together with such more precisely formulated terms as may be specified by the Authority in the Call-Off Form to be issued at the time of the Mini-Competition.

Use of the Mini-Competition Procedure does not mean that the Specification of Requirements set out for this Framework can be changed, although a more precise statement of the requirements may be made in the Call-Off Form.

To award a Call-Off Contract via the Mini-Competition Procedure:

1. The Authority will identify the relevant Lot services required and location of the premises where those services are required.
2. The Authority or Contracting Body will issue an invitation (Call-Off Form - Request for Proposal part completed) to all shortlisted Suppliers via the eSourcing system;
3. The invitation to take part will specify a fixed time limit for submission of proposals. Such time limit shall be of sufficient duration to allow proposals to be submitted, taking into account

factors such as the complexity of the Authority's requirements and the time needed to compile and submit a proposal;

4. The invitation will seek proposals for fulfilling the requirement, including for example: (i) costs to meet the specific requirements (ii) particular delivery timescales (iii) key personnel (iv) agreement to any Additional Clauses as described in the Call-Off Form.

When invited by the Authority, the Suppliers will, via the eSourcing system, either submit a written proposal or decline the invitation to take part in the Mini-Competition.

All technical questions included as part of an ITT will be similar to those contained within the Framework ITT, but more specific to the Authority or Contracting Body's requirements.

The Authority will evaluate all the responses submitted for each specific Mini-Competition to determine which response is the most economically advantageous. Evaluation will be based on technical expertise and price. Technical expertise will form **60%** of the total score. Price will form **40%** of the total score.

In evaluating price, the maximum score will be awarded to the cheapest price submitted by a Tenderer. The remaining Tenderers will receive marks on a pro-rata basis from the cheapest to the most expensive price.

For example, the calculation that will be used for weighting of 40% is as follows:

Score = Lowest Tender Price x 40% (Maximum available marks)

For example, if three Tenders are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = £3000/£3000 x 40% (Maximum available marks) = 40%

Tenderer B Score = £3000/£5000 x 40% (Maximum available marks) = 24%

Tenderer C Score = £3000/£6000 x 40% (Maximum available marks) = 20%

The Call-Off Contract will be awarded to the most economically advantageous tender.

The Authority or Contracting Body will notify all Suppliers invited to tender of the outcome of that evaluation.

The Authority reserves the right not to award a Call-Off Contract following a Mini-Competition.

SCHEDULE 6 – EXPRESSION OF INTEREST FORM

EXPRESSION OF INTEREST FORM

Project Ref:

Project Title:

Atamis Ref: (if applicable)

Contracting Authority: Natural England/Other (please state)

Note: Confirm which Lot the project will be called off from	Sub Lot number if known
Lot 1 - Provision of Planning Advice	
Lot 2 - Landscape (designated and wider landscapes and seascapes)	
Lot 3 - Air quality	
Lot 4 - Water (Quality/Quantity/Hydrology)	
Lot 5 - Environmental and biodiversity net gain including marine net gain and natural capital	
Lot 6 - Geodiversity including geomorphology, including fluvial and geological processes	
Lot 7 - Green infrastructure and access	
Lot 8 - Soils, and best and most versatile agricultural land, minerals and waste	
Lot 9 - Marine habitats and species	
Lot 10 - Terrestrial habitats and species	
Lot 11 - Ornithology	

Description of Requirement	
<p><i>Information should include a brief statement of requirements and scope of works, expertise required, staff qualification, project term with planned start/finish dates and any other key requirements or restrictions. A draft specification can be attached for information if available. Provide enough information for the supplier to decide whether they are interested and have the resource required to deliver the project within the required timeframe.</i></p>	
Contractor Reply	
Contractor Name:	
Do you wish to be considered for the project?	YES / NO

Please provide any further information relevant to your response

If your reply is **No**, please provide a brief reason why you have opted out for framework monitoring purposes:

SCHEDULE 7 – FRAMEWORK CALL-OFF FORM

1.0 Request for Proposal

- 1.1 The following document is to be used as a Call-Off Form template to be sent to all Suppliers on a Lot by the Project Manager of the Contracting Authority for completion and return in accordance with the Call-Off Procedure detailed in the Form of Agreement.

Planning Related Advice Professional Services (PRAPS) Framework			
REQUEST FOR PROPOSAL			
Project Title:			
Call-Off Reference:		PRAPSXXX	
Atamis Project Ref (if applicable):		Project - XXXXX ITT - XXXXX	
Date:			
Contracting Authority			
Project Manager(s):		Phone number:	
Authorised by:		Email:	
Commercial Contact (if applicable):			
Project Start Date			
Project Completion Date			
For any projects over the direct award threshold, full competition is required (i.e. all Suppliers on the Lot are invited to quote).	Direct Award		Mini-comp
Proposal return date: (no less than 10 working days from current date)			

Evaluation criteria:
Suppliers: Failure to meet any minimum score threshold stated will result in the bid being

removed from the process with no further evaluation regardless of other quality or price scores.

Quality	Weighting	60%
Price	Weighting	40%
Quality Sub-Criteria Weightings: (Indicative only)		
1. Approach & Methodology		30%
2. Proposed Staff (inc. Pen Portraits) and Supplier's experience/accreditations.		25%
3. Project Management, Ability to Deliver		25%
4. Risk		10%
5. Health & Safety		5%
6. Sustainability		5%

Specification Summary (please see accompanying full specification for further details)			
1. Description of work required – overall purpose & scope (including reporting requirements)			
2. Required skills / experience from the Supplier and staff. Include any essential qualifications or accreditations required to undertake the work.			
3. Proposed program of work and payment table (Detailing specific tasks, key milestones, deliverables & completion date where appropriate)			
Task no.	Task and deliverable	Completion date	Payment Schedule (%)
1			
2			
3			
4			
5			

6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

4. Risk

Note: This section is to be used to detail any risks or key elements relevant to the project i.e. Programme deliverable dates, workshops or external requirements, data, consultees, stakeholders etc that could impact the success of the project if they are not managed.

5. Health and Safety Requirements

Note: Only include if high risk activities being undertaken e.g. working at height, near or over water). Do not request RAMS or similar risk assessments are returned with submissions. These should only be requested at contract award.

6. Further Sustainability Considerations

2.0 Proposal

2.1 The following document is to be used as a Call-Off template to be sent to all Suppliers on a Lot for completion and return in accordance with the Call-Off Procedure detailed in the Form of Agreement.

**Planning Related Advice Professional Services (PRAPS)
Framework**

PROPOSAL

To be completed by the Supplier

Supplier's Name:

Call-Off Reference:

Lot Number:

Date:

Note: Your proposal must not exceed 6 sides of A4 plus the Costs Proposal in Section 4 (unless otherwise indicated in project client's specification above). Attachments must not be included unless requested except for a programme diagram and full cost schedule if you consider these would support your proposal.

Do not make or append Caveats and Assumptions in your proposal – any points of uncertainty must be raised as a clarification point prior to submitting the proposal. Where assumptions are to be made, these will be stated by the Authority's Project Manager.

1. Approach & Methodology

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2. Proposed Staff who will do the work and briefly state previous relevant qualification/experience. Supplier's experience of undertaking similar projects and accreditations (if requested).

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3. Project Management and ability to deliver (inc Project plan). A project plan may be provided as an attachment with your reply (delete if not required)

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4. Risk

Note: This section is to be used to detail any risks relevant to the project i.e. Programme deliverable dates, data, consultees etc.

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5. Health & Safety (only complete if requested in defined evaluation criteria)

--

6. Sustainability (only complete if requested in defined evaluation criteria)

--

7. Cost Proposal					
<i>Please use day rates, including any applicable discounts, as agreed under the framework contract. A full cost schedule may be attached to support the costs summarised below.</i>					
Task No.	Name	Framework Grade	Day Rate	No. of Days or part thereof	Cost
Total Staff Costs					
Expenses (please detail type i.e. travel, accommodation etc.)					
Overall Costs					
By signing this form (Insert Supplier's Name) agree to provide the services stated above for the cost set out in your Cost Proposal and in accordance with the Planning Related Advice Professional Services (PRAPS) Framework – Call-Off Contract.					
Supplier Project Manager:					
Signature:					
Date:					

3.0 Order Agreement

3.1 The following document is to be completed by the Contracting Authority and sent to the Supplier for counter signature to form a Call-Off Contract.

<p>Planning Related Advice Professional Services (PRAPS) Framework</p> <p>ORDER AGREEMENT</p> <p>To be completed by Authority Contract Manager and sent to Supplier for countersignature</p>

Project Title:

Call-Off Reference: PRAPSXXX

Atamis Project Ref (if applicable):

Date:

THE Contracting Authority:

THE Supplier:

APPLICABLE FRAMEWORK CONTRACT

This Order Agreement is for the provision of the Call-Off Deliverables and dated XX/XX/XXXX. It's issued under the Planning Related Advice Professional Services (PRAPS) Framework Agreement reference XXXXX for the provision of XXXXXXX.

CALL-OFF LOT: XXX

CALL-OFF INCORPORATED TERMS The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. Framework Call-Off Contract;
2. Request for Proposal;
3. Proposal;

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Agreement, or presented at the time of delivery.

CALL-OFF START DATE: **XX/XX/XXXX**

CALL-OFF EXPIRY DATE: **XX/XX/XXXX**

CALL-OFF INITIAL PERIOD: **XXXX**

For and on behalf of the Supplier:

For and on behalf of the Authority:

SCHEDULE 8 – CALL-OFF CONTRACT

Call-Off Contract – See Appendix K of the ITT (plus a copy will also be provided)



PRAPS Framework -
Call-Off Contract.doc

SCHEDULE 9 – INFORMATION ASSET MANAGEMENT POLICY

Defra Group Security: Information Asset Management Policy (Current - PLAM001 v6.0) will be provided - See Appendix L of the ITT (plus a copy will also be provided)



PLAM001 - Defra
Group Information /

SCHEDULE 10 – SECURITY POLICY

Defra Group: Security Policy (Current - PLIS002 v8.0) will be provided - See Appendix M of the ITT (plus a copy will also be provided)



PLIS002 - Defra
Group Security Polic

SCHEDULE 11 – INFORMATION TECHNOLOGY NETWORK SECURITY POLICY

Defra Group Security: IT Network Security Policy (Current - PLNS002A V7.0) will be provided - See Appendix N of the ITT (plus a copy will also be provided)



PLNS002A - Defra
Group IT Network S

SCHEDULE 12 – NETWORK ACCESS CONTROL POLICY

Defra Group Network Access Control Policy (Current - PLAC003 V8.0) will be provided – See Appendix O of the ITT (plus a copy will also be provided)



PLAC003 - Defra
Group Network Acc