



Department
for Environment
Food & Rural Affairs

Defra Group Commercial
Foss House, 1-2
Peasholme Green, York
YO1 7PZ

[REDACTED]
University of Exeter
[REDACTED]

Your ref: ITT_5252
Our ref: ecm_54303
Date: 11 February 2019

Dear Sirs

Award of contract for the supply of research to support understanding what works and supporting provision of nature-based therapeutic interventions for people with an identifiable mental illness

Following your proposal for the supply of research to support understanding what works and supporting provision of nature-based therapeutic interventions for people with an identifiable mental illness to Defra, we are pleased to award this contract to you.

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

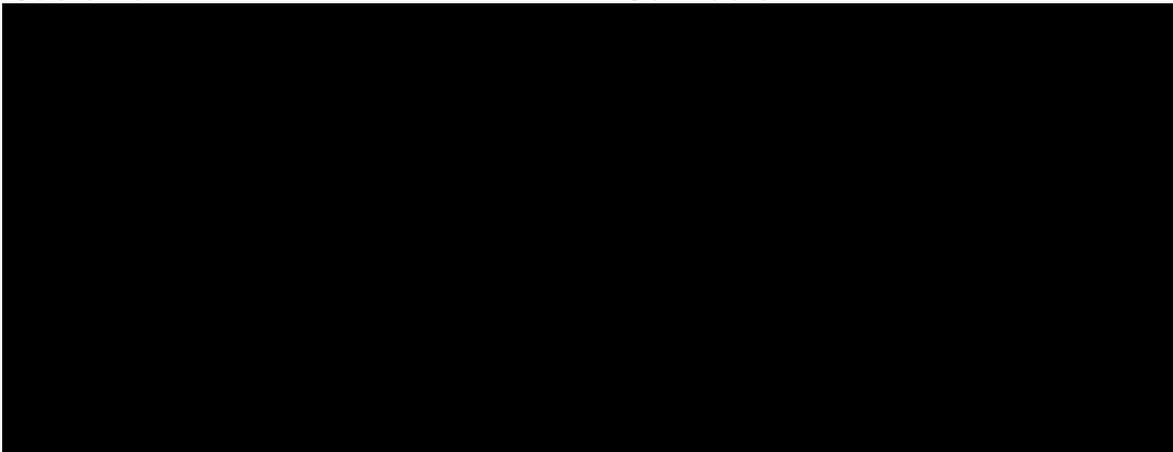
For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The Services shall be performed at the Contractor's premises.
- 2) The charges for the Services shall be as set out in Annex 3.
- 3) The specification of the Services to be supplied is as set out in Annex 2.
- 4) The Term shall commence on 1 March 2019 and the Expiry Date shall be 29 February 2020.

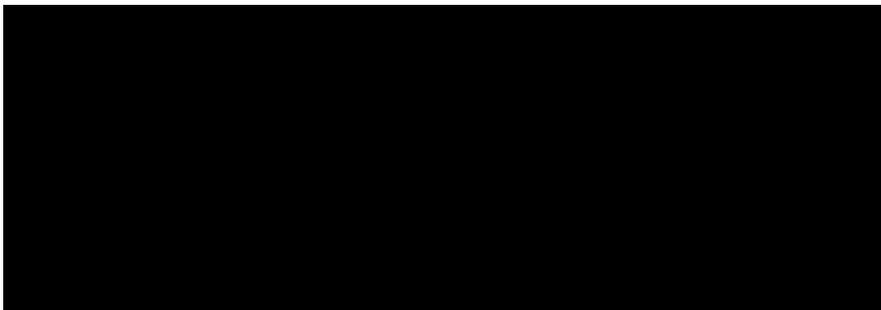
- 5) The address for notices of the Parties are:

Customer

Contractor



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



- 7) If the cost of any Equipment is reimbursed to the Contractor such Equipment shall be the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Contractor will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.
- 8) "Equipment" means the Contractor's equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services.
- 9) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.def@sscl.gov.uk or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. Within 10

Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

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

Liaison

For general liaison your contact will be [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours sincerely,

[REDACTED]

Defra Group Commercial
Department for Environment Food & Rural Affairs

[REDACTED]



Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for research to support understanding what works and supporting provision of nature-based therapeutic interventions for people with an identifiable mental illness

Contract Reference itt_5252

February 2019

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1. Interpretation

1.1 In these terms and conditions:

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

“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;

“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;

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

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

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

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

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

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

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

2. Basis of Agreement

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

3. Supply of Services

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

4. Term

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

5. Charges, Payment and Recovery of Sums Due

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

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

6. Premises and equipment

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

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

7. Staff and Key Personnel

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

- 7.2 The Contractor shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

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

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

10. Governance and Records

10.1. The Contractor shall:

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

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

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

11. Confidentiality, Transparency and Publicity

11.1. Subject to clause 11.2, each Party shall:

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

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

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

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

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

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

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

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

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

12. Freedom of Information

- 12.1 Both Parties acknowledge that they are subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Information Acts") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 12.2 If either Party receives a request for information relating to the Contract pursuant to either of the Information Acts, then they will notify and consult with the other, but both the Authority and the Supplier acknowledge that whichever party receives the request for information may, acting in accordance with the legislation, disclose such information as necessary in order to comply with its duties under the Information Acts. For the avoidance of doubt the party which receives the request for information under the Information Acts shall retain complete discretion in determining whether or not an exemption applies or whether information should be released in accordance with a request for information it receives.
- 12.3 The Contractor shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.4 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information

concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 12.5 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor

shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- c. ensure that :
 - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:
- a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data

Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- a. the Customer with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Customer following any Data Loss Event;
- e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

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

- a. the Customer determines that the processing is not occasional;
- b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

- a. notify the Customer in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Customer;
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

14. Liability

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in

no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

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

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

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

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

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

15. Force Majeure

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

16. Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

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

20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy

arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

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

22. Governing Law and Jurisdiction

- 22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and

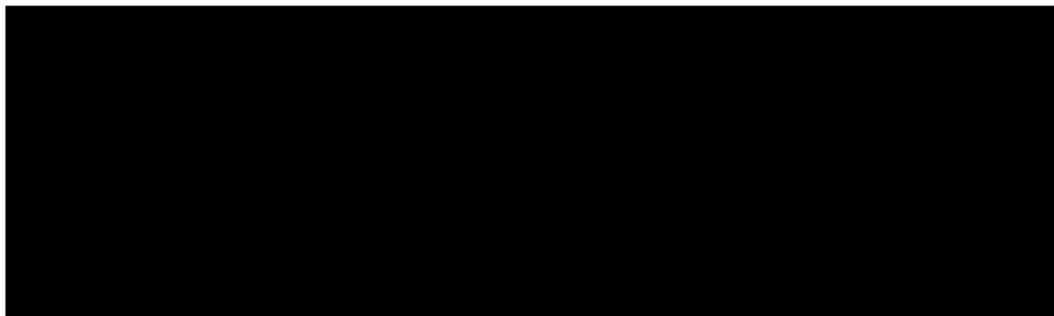
shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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



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



3. The Contractor shall comply with any further written instructions with respect to processing by the Customer.

4. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Subject matter of the processing	Data related to a research contract on the topic of nature based mental health programmes, considering what works, for whom, in what circumstances in terms of: <ul style="list-style-type: none">• delivery mechanisms,• activities/interventions,• funding models,• outcomes frameworks, and• cost-benefits, and Return on Investment models.
Duration of the processing	Duration of the contract and to complete any published outputs.
Nature and purposes of the processing	To deliver the objectives of the contract. The University of Exeter processes personal data for the purposes of carrying out research in the public interest.
Type of Personal Data	Name Telephone number Email address Employment details

<p>Categories of Data Subject</p>	<p>Health and environment organisations, and their employees, including but not limited to:</p> <ul style="list-style-type: none"> • Clinical Commissioning Groups • Health and Wellbeing Boards • Mental Health services • Primary Health services including GP practices • Other Local and National Governmental Departments • Environmental/Health charities • Community providers • Public and Patient Engagement group members
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>During the life of the project, data will be stored on encrypted, password protected computers and backed up using a secure server. Hard copies will be kept in a locked filing cabinet to which only the research team have access. Personal data will be kept separate from research data. After the project has finished, data on computers will be deleted, and hard copies destroyed. Research data will be stored for 10years on secure server before destruction. Personal data will be destroyed in accordance with the University's data protection and management policy and the terms of the contract.</p> <p>The University of Exeter has robust Data Protection (https://www.exeter.ac.uk/ig/dataprotection/ and Information Governance policies https://www.exeter.ac.uk/ig/policy/</p> <p>We also conform to Universities UK Concordat to Support Research Integrity and the Government Social Research Code.</p> <p>The research and data processing will be approved by the University Exeter Medical School (UEMS) Research Ethics Committee.</p>

Annex 2 – Specification of the Services

Summary

The Government's 25 Year Environment Plan (25 YEP) was published in January 2018¹, setting out government action to help the natural world regain and retain good health. Key aims of the plan are to help people improve their health and wellbeing by using green spaces and connect people more systematically with green space to improve mental health, using the natural environment as a resource for preventative and therapeutic purposes². This research aims to deliver greater understanding and insight to inform and support provision of nature-based therapeutic interventions for people with mental illness; how these could be planned, delivered and embedded further in practice including at larger scale.

This research will review available evidence and existing practice to identify effective interventions and models of delivery in the provision of nature-based mental health therapies. The project aims to deepen our understanding of what works, for whom, in what circumstances, and why. It should identify the kind of interventions and delivery models that demonstrate the greatest benefits to service users and support sustainability. The research will provide in-depth insight into the barriers and challenges to effective provision of nature-based therapeutic interventions and identify successful strategies and models to improve and build upon current practice. It should also present best practice examples of where high quality nature-based therapeutic interventions have been offered and where implementing new strategies have resulted in increased interest and uptake by people with an identified mental illness, identifying any resources which could be used to support, share and spread learning. It should identify opportunities to support the health and voluntary sectors to develop more systematic approaches to offering and delivering nature-based mental health therapies at scale.

The project is expected to last 12 months, from February 2019. An interim report should be produced in July 2019. The draft research report is required in November 2019, with the final report in January 2020.

Background

The Government's Commitment to Connecting People with the Environment

The Government has a range of commitments to support better mental health amongst adults and children. These include the 2017 commitments set out in:

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

² The 25YEP goes on to say: "This will be in line with the Prevention Concordat for Better Mental Health and support the Government's new commitments on children's mental health."

- The Prevention Concordat for Better Mental Health³
- A Green Paper on Transforming children and young people's mental health provision⁴
-

Recognising the evidence and significant work taking place to support better mental health, the Government has, in its 25 Year Environment Plan⁵, set out a range of commitments to help people improve their health and wellbeing by using green spaces and connect people more systematically with green space to improve mental health, using the natural environment as a resource for preventative and therapeutic purposes⁶.

The Department for Health and Social Care recently published 'Prevention is better than cure'⁷, setting out its vision for putting prevention at the heart of the nation's health. It describes a change in mind set required to bring about a step-change from condition management to health creation through considering people's mental and physical health simultaneously and "focusing on what people can do and not what they cannot, and complementing traditional approaches with other evidence-based services in the community, including art clubs or sports/walking groups to get people more physically active (often referred to as 'social prescribing')"⁸.

Evidence

In England it is estimated that in any one year, at least one in four adults will experience at least one diagnosable mental health problem ranging from anxiety or mood related disorders and depression to schizophrenia and psychosis. Mental health problems are the second leading cause of morbidity in England and the associated cost to the economy is estimated at £105 billion a year⁹.

Mental health and wellbeing is influenced not only by individual attributes (gender, ethnicity, and socioeconomic status), but also by the social circumstances (community, education and employment) and the environment in which people live¹⁰. The Marmot report on health inequality¹¹ included the physical environment as a key determinant of health, noting that the places we are born, live, grow, work and age have profound impacts on our physical and mental health and wellbeing. Natural environments, whether in rural or urban locations, and whether wild, semi-managed or wholly managed, are an important

³ <https://www.gov.uk/government/collections/prevention-concordat-for-better-mental-health>

⁴ <https://www.gov.uk/government/consultations/transforming-children-and-young-peoples-mental-health-provision-a-green-paper>

⁵ <https://www.gov.uk/government/publications/25-year-environment-plan>

⁶ The 25YEP goes on to say: "This will be in line with the Prevention Concordat for Better Mental Health and support the Government's new commitments on children's mental health."

⁷

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/753688/Prevention_is_better_than_cure_5-11.pdf

⁸

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/753688/Prevention_is_better_than_cure_5-11.pdf

⁹ <https://www.england.nhs.uk/wp-content/uploads/2016/02/Mental-Health-Taskforce-FYFV-final.pdf>

¹⁰ http://www.who.int/mental_health/mhgap/risks_to_mental_health_EN_27_08_12.pdf

¹¹ <http://www.instituteofhealthequity.org/resources-reports/fair-society-healthy-lives-the-marmot-review/fair-society-healthy-lives-full-report-pdf.pdf>

element of the broader environmental determinants of health and are linked to reduced health inequalities.

Social prescribing is a way of linking patients in primary care with sources of support within the community – usually provided by the voluntary and community sector, offering GPs a non-medical referral option that can operate alongside existing treatments to improve health and wellbeing¹². There is a growing evidence base in support of the role of social prescribing for improved mental health¹³. Thomson et al reviewed evidence for social prescribing more generally, identifying benefits including¹⁴:

- Improvements in psychological or mental wellbeing, and reduction in symptoms of anxiety and/or depression
- Improvements in physical health and a healthier lifestyle
- Reduction in the number of visits to a GP and other primary or secondary care services
- Reduction in social isolation and loneliness, support for hard-to-reach people
- Acquisition of learning, new interests and improvements in motivation and meaning in life

Social prescribing can make use of a wide range of interventions and approaches including community education, arts-based activities, exercise on referral and self-help groups. Nature-based interventions are an important subset of the interventions that can be offered within a social prescribing portfolio. These can include health promotion services (e.g. community gardening or conservation volunteering) and green care services for individuals with a defined health need (e.g. structured therapy, rehabilitation or care, using contexts such as conservation or horticultural therapy projects and care farms)¹⁵. Time spent in the natural environment can have benefits for people's health and wellbeing and personal development. There is relatively strong and consistent evidence for mental health and wellbeing benefits arising from exposure to natural environments, including reductions in stress, fatigue, anxiety and depression, together with evidence that these benefits may be most significant for marginalised groups¹⁶. The evidence is relatively strong for nature-based interventions, compared to many other activities included in social prescribing portfolios^{17, 18, 19}.

¹² BRAGG, R. and LECK, C. *Good practice in social prescribing for mental health: The role of nature-based interventions*. Natural England Commissioned Reports, Number 228. York

¹³ Evaluation of the Rotherham Mental Health Social Prescribing Service 2015/16-2016/17 (Sheffield Hallam University, 2017)

¹⁴ Thomson L J et al (2015). *Social prescribing: a review of community referral schemes*. University College London, London

¹⁵ BRAGG, R. and LECK, C. *Good practice in social prescribing for mental health: The role of nature-based interventions*. Natural England Commissioned Reports, Number 228. York

¹⁶ Source: Evidence Statement on the Links Between Natural Environments and Human Health, Defra, University of Exeter, and European Centre for Environment and Human Health, 2017

¹⁷ A review of nature-based interventions for mental health care (Natural England, 2016)

¹⁸ Links between natural environments and mental health: evidence briefing (Natural England, 2016)

¹⁹ BRAGG, R. and LECK, C. *Good practice in social prescribing for mental health: The role of nature-based interventions*. Natural England Commissioned Reports, Number 228. York.

Previous reviews of social prescribing highlight the importance of the referral process and the role of a link worker, or other signposting or facilitating role²⁰. Thomson et al highlight that GPs may not be best placed to make referrals and emphasise the importance of a range of other professionals (e.g. clinical psychologists, family therapists, nurses who work with a range of adults and young people, other health and social care workers)²¹.

With increasing recognition of the importance of nature and place as a determinant of individuals' mental health, organisations providing nature-based interventions are working with a wide range of vulnerable groups throughout the UK. There is increasing interest in the role of social prescribing and nature-based interventions as part of a new solution for mental health care, however increasing the awareness of, and access to, these interventions has previously been challenging²².

Project scope

The focus of this project is on service provision within England only. The scope of the project includes services and schemes delivered to adults and children and young people.

This project will be running concurrently with the early phases of the 25 YEP Children and Nature Programme, led by Defra, Natural England and the Department for Education. There are no formal links between this project and the Children and Nature programme, which has its own separate evaluation. The Defra project manager of this evidence review will work with the successful bidder to make sure that their work does not cross over with delivery or evaluation activities relating to the Growing Care Farming project, which is part of the Children and Nature Programme.

Research aims and objectives

This research aims to deliver greater understanding and insight to inform and support provision of nature-based therapeutic interventions for people with mental illness; how these could be planned, delivered and embedded further in practice including at larger scale.

This research will review available evidence and existing practice to identify effective interventions and models of delivery in the provision of nature-based mental health therapies. The project aims to deepen our understanding of what works, for whom, in what circumstances, and why. It should identify the kind of interventions and delivery models

²⁰ Nesta (2013). More than medicine: new services for people powered health. Nesta, London.

²¹ Thomson L J et al (2015). Social prescribing: a review of community referral schemes. University College London, London.

²² BRAGG, R. and LECK, C. *Good practice in social prescribing for mental health: The role of nature-based interventions*. Natural England Commissioned Reports, Number 228. York.

that demonstrate the greatest benefits to service users and support sustainability. The research will provide in-depth insight into the barriers and challenges to effective provision of nature-based therapeutic interventions and identify successful strategies and models to improve and build upon current practice. It should also present best practice examples of where high quality nature-based therapeutic interventions have been offered and where implementing new strategies have resulted in increased interest and uptake by people with an identified mental illness, identifying any resources which could be used to support, share and spread learning. It should identify opportunities to support the health and voluntary sectors to develop more systematic approaches to offering and delivering nature-based mental health therapies at scale.

The report should focus on England and be written primarily for policy and practitioner audiences and managers in the, environment, health, green space and voluntary sectors.

The objectives are:

- To undertake a detailed review and mapping exercise of the current provision of nature-based therapeutic interventions to support people with a mental illness. The review should include commissioned and non-commissioned services and schemes and include nature-based interventions accessed through primary care and mental health service providers, including those operating at scale as well as programmes more modest in reach.
- To undertake a brief review of the current available evidence base to describe and update existing reviews of:
 - a) What works, for whom, in what circumstances, and why in relation to nature-based therapeutic interventions
 - b) What kind of interventions and delivery models demonstrate the greatest benefits and impacts in relation to nature-based therapeutic interventions
- To gather insights from service commissioners, Mental health service professionals, primary health care services, environmental voluntary organisations, community-based providers and other intermediaries in up to four key locations (to be agreed during project inception and scoping) in order to:
 - a) Explore barriers and challenges for health sector commissioners and services in increasing uptake and referral to high quality nature-based interventions
 - b) Explore barriers and challenges for environmental voluntary organisations and community providers in the provision and promotion of quality nature-based interventions for people with mental illness
 - c) Explore the characteristics of successful referral mechanisms and opportunities to further improve and scale-up provision of nature-based therapies
 - d) Explore the characteristics of a 'successful' nature-based social prescribing service for people with a diagnosed mental illness
 - e) Develop a range of case studies of good practice
- To consolidate results from the evidence review and insight work, in order to:

- a) Explain the barriers and challenges in provision of nature-based therapeutic interventions for people with an identifiable mental illness, and identify how these could be overcome and by whom
 - b) Identify opportunities to build on existing provision and develop new, larger scale, sustainable and more systematic approaches to offering and delivering nature-based mental health therapies
 - c) Identify how challenges can be overcome in developing and implementing nature-based mental health therapies at scale, including through funding, governance structures and partnership working between mental health service commissioners and the voluntary sector
 - d) Identify the characteristics which could be used to determine 'success' to support future assessment of nature-based interventions and schemes
- To provide high quality outputs to communicate findings and share successful strategies to the intended audiences, including policy and practitioner audiences and managers in the natural environment, voluntary, and health sectors, including innovative approaches where appropriate and resources and tools to support, share and spread continued learning
 - To recommend actions to inform and support future provision and implementation of nature-based therapeutic interventions to support people with their mental health; how these could be planned, delivered and embedded further, to achieve larger scale, sustainable practice. These should support us to achieve the most significant impact, including specific actions for Government, as well as the voluntary sector, and health sector.

Methodology

Tenderers should propose methods which meet the range of aims and objectives set out in this specification.

Proposals should include costed options for additional and/or alternative elements of work. Tenderers should clearly indicate the preferred selection of options.

Defra does not wish to be prescriptive in terms of the methods used to deliver this contract and welcomes ideas from tenderers.

Proposals should ensure that the methods themselves, and the rationale for the chosen methods, are clear and explicit.

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

Outputs and timetable

The Contractor shall deliver a report of suitable length, and supporting documents to inform Defra's policies to meet the objectives above.

The following outputs are required:

- a. Interim report

- b. Draft research report
- c. Final research report
- d. Appropriate papers prior to steering group meetings, and appropriate records of these meetings
- e. Presentations of the interim and final research reports

The project is expected to start in February 2019 and be completed by 31st January 2020.

Publication

It is Defra policy to publish all final research outputs. Defra will always reserve the right to determine if and how outputs should be published.

Following delivery of the final project, Defra will arrange for peer review of the report prior to publication.

University of Exeter Approach, Methodology and Outputs

Many organisations offer nature-based activities, some explicitly aimed at those with mental health conditions. Typically, people learn about and improve the natural environment or grow plants and crops. These interventions share some features: being usually conducted in the outdoors; involving physical activity and taking place as group activities; while other features vary ^[1]. The nature of the activities has often been developed ad hoc, determined by the previous experiences of practitioners while others are built from an informal assessment of evidence. A variety of referral models exist, ranging from signposting by primary care practitioners through to iterative activity choices, facilitated by link workers who can meet at length with patients and collate available activities to suit need and lifestyle, as well as provide a point of ongoing contact. The University of Exeter's recent work ^[2] adapted the Friedli ^[3] model and suggested four broad approaches ranging from signposting with information (not directly linking) through to iterative choice using a care coordinator or link worker to coordinate.

In this project, the University of Exeter will include those social prescribing models where clinicians either: signpost or refer directly to activities; or where clinicians link to activities via a link worker.

Social prescribing is increasing, with nature-based activities included in the offer.^[4] While little high quality, robust evidence of social prescribing effectiveness has been identified ^[1, 5], research does indicate clear potential pathways for benefit for some elements of such interventions. For example, health gains may be derived from physical activity, learning new skills, the restorative qualities of nature and reduced social isolation ^[1]. Group-based interventions can impact positively on health outcomes ^[6], including mental health ^[7], and these effects are driven, in part, by the psychological connections that participants in groups can form with one another.^[8] There is currently little evidence about how nature-based activity effectiveness may vary across different contexts and in different populations. We don't know, for example, which delivery modes or activities are most valued by participants, whether it is better for activity groups to comprise only those with particular needs or conditions, or whether these should be mixed, or how best to harness the group-effects for positive interaction. In addition, referral of people with mental health conditions to such interventions is largely on an ad hoc basis, based on local connections between enthusiastic general practices or individuals and local third sector groups.

This project will benefit from close links with an existing MRC funded project led by RG (RL and KH are CoIs on this project) The development of a nature-on-prescription group intervention for people with common mental health conditions (for a brief outline see: nature-on-prescription). This 18 month project (November 2018 - April 2020), is complementary to the currently proposed one as it, for example, includes conducting a realist review about what nature-based interventions work, for whom, and why for people with common mental health conditions. In addition, the University of Exeter will be conducting stakeholder workshops and focus groups with people with common mental health conditions and their families, including those who have previously taken part in nature-based activities, people from primary care, and those involved in delivering these nature-based Interventions. These will be used to establish current practice and different contexts in which a nature-based intervention would be prescribed. In addition, these consultations will establish “everyday theories” about how such interventions are understood to work. This represents significant added value to the current proposal, the University of Exeter will be able to draw on and expand the work of the MRC funded project in order to address the questions outlined in the specification.

The University of Exeter’s approach uses multiple theoretical and experiential perspectives, empirical evidence and new research. The University of Exeter will also be informed by realist research approaches, which allows us to consider what works, for whom, in what circumstances (context mechanism-outcome configurations).

Work stream 1: to undertake detailed review and mapping exercise of the current provision of nature based therapeutic interventions to support people with a mental illness.

Key definitions of the types of interventions to be included in this map will be finalised in consultation with Defra, but the University of Exeter anticipates that they will need to be explicitly nature-based, rather than including, for example, physical activity interventions that happen to take place in the outdoors. The review will include commissioned and non-commissioned services and schemes focusing specifically on nature-based interventions accessed through primary care and mental health service providers, including those operating at scale as well as programmes more modest in reach.

In order to review and map current provision of nature-based therapeutic interventions to support people with a mental illness, the University of Exeter will use a combination of searching for published material (including grey literature) and contact with organisations and commissioners. Working with the information specialist assigned to the MRC project, for the published accounts of nature-based interventions, we will use information identified in Work stream 2, and relevant previous reviews (such as the Kings Fund report on gardens and health ^[9], and Natural England’s review of nature-based interventions for mental health care [10]) as well as existing work for the MRC project to identify existing activities.

The University of Exeter will also search the websites of key organisations providing nature-based interventions (such as MIND, TCV, RSPB), to identify their provision. Once an initial compendium of interventions has been drawn up from these methods the University of Exeter will aim to identify others, particularly smaller activities, through seeking additional information through contacts and networks in the field. Starting with contacts in the research team’s existing networks around social prescribing and nature-based interventions and key informants (such as those in Natural England’s Outdoors for All groups and the TCV), we will use snowball sampling approaches to identify current provision of nature-based interventions in England to support people with mental ill health.

The University of Exeter will use a proforma, developed for this project, to capture core information about the identified projects. A key issue with evaluating the effectiveness of complex interventions, and scaling up effective interventions, is the lack of detail often provided about the exact nature of the intervention. In healthcare, a reporting checklist called TIDieR (Template for Intervention Description and Replication) has been developed to assess this ^[11]. The proforma will draw on this checklist and extend it to include relevant funding models and commissioning information. The collated information will include: details of the provider (e.g. scope, setting, who delivers etc.) details of the intervention (aim, materials used, frequency, duration, types of activities, setting/location, type of nature contact etc.); the population participating (age range, sex, ethnicity, type of mental health conditions, whether groups target only those with mental health conditions or are mixed etc.); relationship with health services (details of prescribing routes; social prescribing processes; and funding arrangements; etc.). Funding issues covered will examine permanence of arrangements and distinguish operational costs (i.e. for the intervention programme, such as costs of staff) and capital costs (i.e. for maintaining the nature-assets used in the interventions, such as public parks managed by local government or spaces managed by environmental NGOs). As part of this mapping process we will assess the current use of nature on prescription models for children, however we believe that, currently, the overwhelming majority of social prescribing models are aimed at adults with mental health conditions.

The key output of this stage will be a searchable database of core information about current provision of nature-based therapeutic interventions in England.

Work stream 2: to review the current available evidence base to describe and update existing reviews. The team is uniquely placed to cost-effectively undertake the required review of the current available evidence, and a realist review about what nature-based interventions work, for whom, and why for people with common mental health conditions is already underway as part of our MRC project. Building on the findings of our systematic review of conservation activities ^[1] and realist review of social prescribing processes (being finalised ^[12]) the University of Exeter are conducting an evidence syntheses of existing research and reviews focusing on common mental health conditions, and mechanisms of action that may be present in nature-based activities, with the aim of understanding what works, for whom, in what circumstances. This will refine understanding of the problem which nature-based-interventions are thought to address, in order to define the populations most likely to benefit from these interventions. The University of Exeter will also identify the mechanisms through which interventions may impact on core mental health symptoms and behaviours; which outcomes are likely to be appropriate measures of impact and the factors that facilitate or hinder intervention adherence, including medical, governance and financial factors. This will inform development of a detailed programme theory to explain the proposed mechanisms through which nature-based activities are thought to impact on people's mental health and to articulate how this will inform the key components of successful interventions.

The team has previously undertaken a number of relevant systematic reviews, including a Cochrane review of the health impacts of being involved in nature conservation activities,^[13] and systematic reviews of school gardening,^[14] support for nature-based attention restoration theory ^[15], and the impact of gardens for people with dementia^[16].

We are current producing a realist review investigating what about social prescribing works, for whom, in what circumstances in terms of how to support people out of primary

care into the community activity ^[12]. In order to identify relevant literature, and building on our previous review experience, the University of Exeter will use targeted searches in appropriate databases (such as MEDLINE, CINHAHL and Greenfile), and supplementary search methods such as web searching, searching key organisational websites, expert contact and citation chasing building on existing reviews and key texts.

In addition to the final report, key outputs of work stream 2 will be a key learning document aimed at policy and practitioner audiences, and managers in the natural environment, voluntary, and health sector, and an academic publication on the review about what nature-based interventions work, for whom, and why for people with common mental health conditions.

Work stream 3: to gather insights from service commissioners, mental health service professionals, primary health care services, environmental voluntary organisations, community-based providers and other intermediaries in up to four key locations. The University of Exeter will finalise the four locations in consultation with Defra, but anticipate that two will be the South West and Bradford, and a third possibly Newcastle. This will draw on the established links of the applicants and allow us to explore difference in terms of prescribing and funding model, location, urban/rural setting and population (both in terms of demographics and illnesses/conditions).

This third work stream will use key informant focus groups and telephone interviews with health sector commissioners, environmental voluntary organisations and community providers. The University of Exeter will also draw on lessons from the MRC project which will also conduct focus groups with providers, primary care practitioners and people with mental health conditions and their families in order to understand how nature-based interventions are believed to work and factors which facilitate and hinder success.

The University of Exeter plan to hold four focus groups (one in each key location) with key informants, and supplement this as necessary with telephone interviews. There will be up to 26 interviews (around six in each location). Participants will be purposively sampled to ensure that the voices of those involved in commissioning, providing and referring to nature-based interventions are reflected. Focus groups will last one to one and half hours and interviews will be about half an hour long. Qualitative data collected from the focus groups and interviews will be transcribed verbatim and analysed using a framework analysis which focuses on the factors that influence uptake and referral within the health sector; provision and promotion of suitable services by voluntary and community providers; funding mechanisms; the nature of “successful” nature based social prescribing; information about the nature of successful and potential mechanisms for referral and the potential to improve and up-scale nature-based interventions. The University of Exeter will use NVIVO to manage data and support this analysis.

The University of Exeter will also draw on relevant findings from our parallel MRC-funded project. A key output of that project is to develop a detailed theory of change and intervention manual based on experiential and research evidence about the types of prescribed nature-based interventions most likely to be successful in supporting people with common mental health problems. Together with the information from this work stream, the University of Exeter will map the relationship between programme resources, intervention components, symptoms and outcomes; specifying underlying theory and assumptions for these pathways. This information will be used to develop a range of case studies of good practice for particular participant, commissioner and delivery organisation needs in a range of settings.

Key outputs of work stream 3 will be a key learning document aimed at policy and practitioner audiences, and managers in the natural environment, voluntary, and health sectors which summarises these challenges and their proposed solutions. The University of Exeter will also produce an academic publication reporting on the barriers to, and facilitators of, successfully providing, prescribing and commissioning nature-based interventions for mental ill health.

Work stream 4: will bring together insights from the mapping, evidence review and qualitative insight work. The University of Exeter will use established methods of evidence synthesis to bring together information from these various sources, including producing a detailed conceptual frameworks, descriptive texts and illustrative case cases. Where appropriate, we will use infographics to help illustrate these processes and solutions (see work stream 5). The University of Exeter will focus on understanding and explaining the factors that affect successful provision of nature-based therapeutic interventions for people with mental ill health and how these may be mitigated against. This will include understanding key elements of the social prescribing system where challenges may occur and how these barriers may be overcome, as well as describing successful approaches at each step.

The University of Exeter will also identify opportunities to build on existing provision, as identified in the mapping exercise (workstream 1) together with understandings of what works, for whom, in what circumstances developed through work stream 2. This will provide opportunities to propose how new, larger scale, sustainable and more systematic approaches to offering and delivering nature-based mental health therapies may be developed.

In addition, the University of Exeter will provide conclusions on economic factors, as an input to both policy design (e.g. for Government spending reviews) and design of interventions. This will aim to document the costs of interventions, and factors influencing cost-effectiveness, such as different funding routes, temporary/permanent interventions and the different organisational and governance arrangements used (e.g. across the public and 3rd sectors).

Work stream 5: To provide high quality outputs to communicate findings and share successful strategies to the intended audiences, including policy, practitioner and funder audiences and managers in the natural environment, voluntary, and health sectors, including innovative approaches where appropriate and resources and tools to support, share and spread continued learning. The University of Exeter will produce a range of outputs targeting different key audiences from this project. The format of these will be finalised in consultation with Defra. We will work with Common Parlance to explore how best to disseminate the key messages, considering content types such as video, audio, information graphics and printed material. Common Parlance is a company aiming to help academics communicate science who have worked extensively with ECEHH in the past. They work with scientists to design and create outputs which make research both accessible and meaningful.

Key outputs will be finalised in consultation with Defra and Common Parlance but are likely to include:

- A searchable database of core information about current provision of nature-based therapeutic interventions in England.

- An evidence review about what nature-based interventions work, for whom, and why for people with common mental health conditions (academic publication).
- A key learning brochure/fold out aimed at policy and practitioner audiences, and managers in the natural environment, voluntary, and health sectors. This will include a detailed programme theory and logic model mapping the relationship between programme resources, intervention components, symptoms and outcomes; specifying underlying theory and assumptions for these pathways.
- A project webpage hosting online material such as infographics, podcast and blog pages. These will be promoted on social media such as twitter.
- Case studies of good practice for particular participant, commissioner and delivery organisation needs in a range of settings, including funding models.
- A synthesis report which draws on the lessons from all work streams in order to provide recommendations for inform and support future provision and implementation of nature-based therapeutic interventions to support people with their mental health; how these could be planned, delivered, funded and embedded further, to achieve larger scale, sustainable practice.

Work stream 6 will, in consultation with Defra, develop recommended actions to inform and support future provision and implementation of nature-based therapeutic interventions to support people with their mental health. Drawing on information developed from all project streams, the University of Exeter will consider how these could be planned, funded, delivered and embedded to achieve the most significant impact. The University of Exeter will identify specific actions across the system including Government, the voluntary and health sectors. Funding issues investigated will be how to support the operational costs and the existence of relevant semi-natural green spaces on which to base the interventions. This will link to ongoing developments in environmental and health funding approaches, including the Place-based trust model being implemented in Newcastle, and other innovative approaches to funding natural capital as a health asset.

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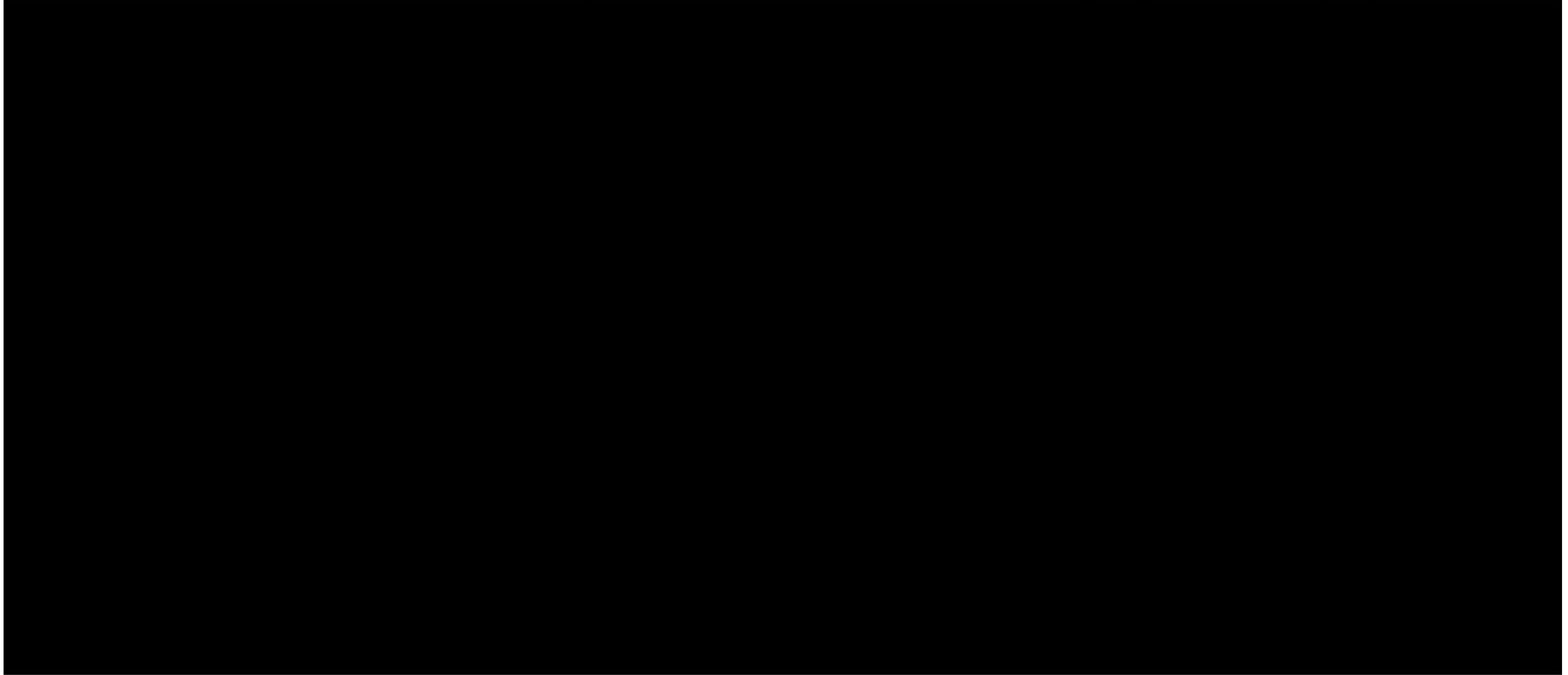
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Annex 3 - Charges for the Services

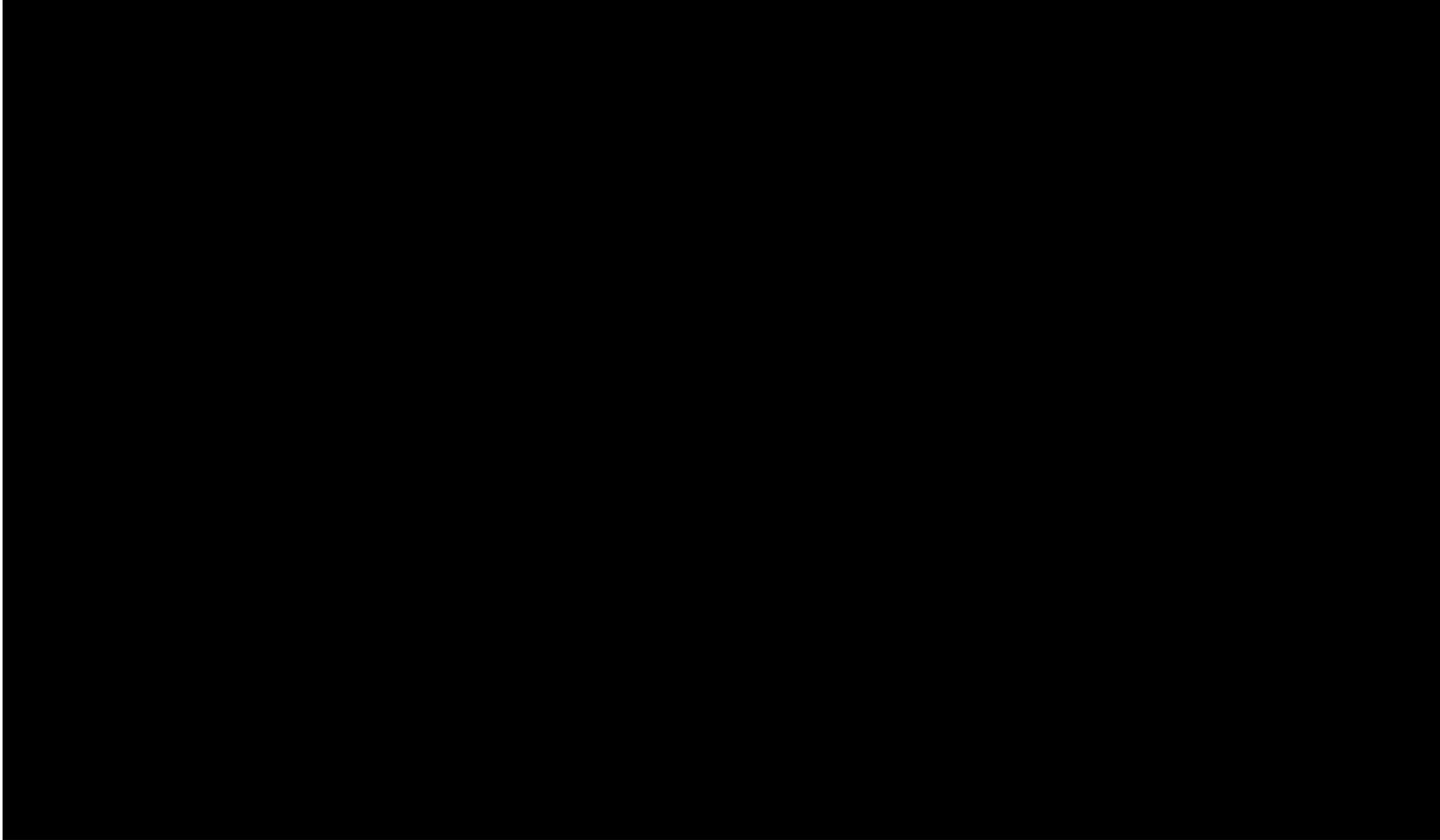
The supplier will be responsible for all travel and subsistence costs related to the work and the supply of all labour, material, and equipment.

Costs				Price (excl. VAT)
Task	Name	Day rate	No. days	

Costs	Price (excl. VAT)	Costs	Price (excl. VAT)	Costs
Task	Name	Day rate	No. days	



Other costs				Price (excl. VAT)
Item	Description including applicable milestone	Unit Cost	Quantity	



Total Project Cost - £160,666.66

Milestones

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