

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

Call-off reference:



The buyer:
Rural Affairs (Defra)

The Secretary of State for Environment, Food and

Buyer address:

Nobel House, 17 Smith Square, London SW1P 3JR

The supplier:

ICF Consulting Services Ltd

Supplier address:

Riverscape, 10 Queen Street Place, London EC4R

1BE

Registration number:

4161656

DUNS number:

Sid4gov id:

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

26th November 2021

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot: 2 Strategy and Policy

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)

- Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.7)
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:
None

Call-off start date: 26/11/2021

Call-off expiry date: 31/03/2022

Call-off initial period: 4 months

Call-off deliverables:

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£79,375.00

Call-off charges

Option B: See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The

Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4

Payment method

In consideration of the Supplier's performance of its obligations under the call off Contract, the Buyer shall pay the Price in accordance with the following conditions:

The Supplier shall submit an invoice to the Buyer on completion of all deliverables outlined in Schedule 20.

The Buyer shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

The Supplier shall add VAT to the Price at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Supplier any additional VAT.

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.

Valid Invoices shall include:

- (a) the Supplier's full name, address and title of the Contract;
- (b) the description and quantity of the Services delivered;
- (c) the Purchase Order number

The Buyer shall pay all sums due to the Supplier within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

[REDACTED]

The Buyer shall not pay an invoice which is not a Valid Invoice.

Payment milestones

| | | | | | |
|---------------------|-------------------------------|--|--|--|------------|
| Payment Milestone 1 | Start-up meeting | | | | |
| Payment Milestone 2 | Draft theory of change report | | | | |
| Payment Milestone 3 | Acceptance of final report | | | | |
| Total | | | | | £79,375.00 |

Buyer's invoice address

[REDACTED]

Buyer's authorised representative

[REDACTED]

Buyer's security policy**Security**

1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.

2 The Authority shall give the Contractor upon request copies of its written security procedures.

3 The Contractor shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

4 Notwithstanding clause 3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.

5 Any cost arising out of the actions of the Parties taken in compliance with clause

4 shall be borne by the Parties as follows:

(a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and

(b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

As outlined in Schedule 20

Progress meeting frequency

As outlined in Schedule 20

Key staff:

[REDACTED]

Key subcontractor(s):

[REDACTED]

Commercially sensitive information

Not applicable

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

[Draft Environmental Principles Policy Statement \(defra.gov.uk\)](https://www.defra.gov.uk)

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

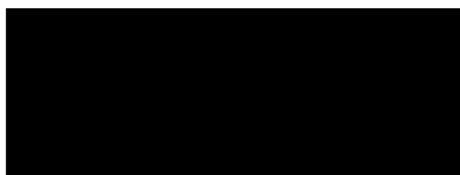
Signature:



Date: 01st December 2021

For and on behalf of the Buyer:

Signatur



Name:



Role:



Date: 06th December 2021

Schedule 20 – Call off Specification

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OVERVIEW OF THE AUTHORITY

Defra is a ministerial department, supported by 33 agencies and public bodies. The department is responsible for improving and protecting the environment. We aim to grow a green economy and sustain thriving rural communities. We also support our world-leading food, farming and fishing industries.

BACKGROUND TO YOUR REQUIREMENT

Government have agreed commitments to halt and reverse biodiversity loss by 2030 and beyond, supported by a variety of policy actions and incentives. As part of the Environment Bill, Government have agreed to at least one statutory long-term target for Biodiversity. This sits alongside the indicators included in the 25 Year Environment Plan related to 'Thriving Plants and Wildlife'. The setting of legally binding targets will provide a strong mechanism to deliver long-term environmental outcomes and the best way to deliver these targets is through a robust, evidence-led process that seeks independent expert advice and provides a role for stakeholders.

Working with stakeholders, Defra (The Authority) has developed and proposes three biodiversity statutory targets as follows:

- 2030 species abundance target: to halt the decline in species abundance by 2030 (Outcome based)
- Long-term species abundance target: to reverse the ongoing decline in species abundance by 2042 to at least the 2022 baseline (Outcome based)
- Long-term species extinction risk target: no net increase in the extinction risk of species by 2042 compared to the 2022 baseline (Outcome based)
- Wider habitats target: to create or restore 750,000 hectares of wildlife-rich habitat outside protected sites by 2042 from a 2022 baseline (Action based)

Whilst targets are currently in the process of Ministerial sign off and public consultation there are gaps in the theory behind the delivery mechanisms that will result in achieving the ambitions.

Previously commissioned work outlined a high-level Theory of Change for a strategy for nature recovery looking at the actions and outcomes in relation to habitats and species, but it was not possible to develop a comprehensive theory of change at that time.

Since then, further work has been undertaken as part of the targets programme, including stakeholder engagement identifying the necessary step change in actions and behaviour in order to achieve the ambition of halting and reversing biodiversity loss. Building on this work, a more detailed Theory of change is now needed to achieve the following:

- Capture the full range of mechanisms that are expected to deliver the biodiversity targets, prioritising the species abundance target while covering the habitat and threatened species targets. Ambiguities, assumptions, risks, opportunities, uncertainties relevant to each outcome should also be explored
- Highlight where the largest and/or most important evidence gaps are

- Outline the causal links between actions, outputs, and outcomes
- Set out how the causal links interact between and within habitats and species targets (both individually and systems based)

The targets have already gone through analysis to determine ambition as well as which species will be included for abundance and habitats counted under habitat creation. The sources of data for species abundance and habitats included within the target can be found in Table 1 and Table 2, respectively. A complete list of species to be included within the threatened species list is not yet complete but will include English species that are Red List assessed.

Table 1. Surveys and species counts included within the species abundance target

| Abbreviation | Name | Taxon | Nsp |
|--------------|--|-----------------------------|-----|
| SCARRABS | Statutory Conservation Agency and RSPB Annual Breeding Bird Scheme | Birds | 7 |
| NPMP | National Bat Monitoring Program | Mammals (bats) | 10 |
| prior_m | Priority Moths | Moths | 10 |
| SMP | Seabird Monitoring Program | Birds (seabirds) | 11 |
| WeBS | Wetland Bird Survey and England Wintering waterbird indicator | Birds | 21 |
| RBBP | Rare Breeding Bird Panel | Birds | 21 |
| UKBMS | UK Butterfly Monitoring Scheme | Butterflies | 55 |
| BBS | Breeding Bird Survey and England Breeding bird indicators | Birds & terrestrial mammals | 114 |
| RIS | Rothamsted Insect Survey | Moths | 421 |
| NPMS | National Plant Monitoring Scheme | Plants | 198 |
| bioSYS FW | Environment Agency bioSYS Freshwater | Freshwater | 164 |
| Inverts | Invertebrates | Invertebrates | |

Table 2. Habitats to be counted under the habitat target

| Habitat type | Included |
|--|---|
| Priority Habitats (and listed in the Biodiversity Net Gain (BNG) metric) | Rivers, Ponds, Aquifer Fed Naturally Fluctuating Water Bodies, Arable Field Margins, Hedgerows, Traditional Orchards, Wood-Pasture and Parkland, Upland Oakwood, Lowland Beech and Yew Woodland, Upland Mixed Ashwoods, Wet Woodland, Lowland, Mixed Deciduous Woodland, Upland Birchwoods, Native Pine Woodlands, Lowland Dry Acid Grassland, Lowland Calcareous Grassland, Upland Calcareous Grassland, Lowland Meadows, Upland Hay Meadows, Coastal and Floodplain Grazing Marsh, Lowland Heathland, Upland Heathland, Upland Flushes, Fens and Swamps, Purple Moor Grass and Rush Pastures, Lowland Fens, Reedbeds, Lowland Raised Bog, Blanket Bog, Mountain Heaths and Willow Scrub, Inland Rock Outcrop and Scree Habitats, Calaminarian Grasslands, Open Mosaic Habitats on Previously Developed Land, Limestone Pavements, Maritime Cliff and Slopes, Coastal Vegetated Shingle, Coastal Saltmarsh, Coastal Sand Dunes and Maerl Beds. Priority Habitats (not listed in BNG as these are TRAC): Oligotrophic and Dystrophic Lakes, Mesotrophic Lakes, Eutrophic Standing Waters, Machair, Intertidal Chalk, Intertidal Underboulder Communities, Sabellaria alveolata reefs, Intertidal Mudflats, Seagrass Beds, Sheltered Muddy Gravels, Peat and Clay Exposures with Piddocks, Subtidal Chalk, Tide-swept Channels, Fragile Sponge and Anthozoan Communities on Subtidal Rocky Habitats, Estuarine Rocky Habitats, Sabellaria spinulosa Reefs, Subtidal Sands and Gravels, Blue Mussel Beds on Sediment and Saline Lagoons. |
| Biodiversity | BNG Very High Distinctiveness habitats: Depressions on Peat substrates (H7150), |

| | |
|--|---|
| Net Gain Very High Distinctiveness | Wetland – Oceanic Valley Mire (peat), Transition mires and quaking bogs (H7140), High energy littoral rock - on peat, clay or chalk, Moderate energy littoral rock - on peat, clay or chalk, Low energy littoral rock - on peat, clay or chalk, Features of littoral rock - on peat, clay or chalk, Littoral seagrass on peat, clay or chalk, Native Species Rich Hedgerow with trees - Associated with bank or ditch. BNG High Distinctiveness habitats: Tall herb communities, Sea buckthorn scrub (Annex 1), High alkalinity lakes, Low alkalinity lakes, Marl Lakes, Moderate alkalinity lakes, Peat Lakes, Ponds (Priority Habitat), Temporary lakes, ponds and pools, Other inland rock and scree, Coastal lagoons, High energy littoral rock, Moderate energy littoral rock, Low energy littoral rock, Features of littoral rock, Littoral muddy sand, Littoral mud, Littoral mixed sediments, Littoral seagrass, Littoral biogenic reefs – Mussels, Littoral biogenic reefs – Sabellaria, Native Species Rich Hedgerow with trees, Native Species Rich Hedgerow - Associated with bank or ditch, Native Hedgerow with trees - Associated with bank or ditch, Other Rivers and Streams. |
| Biodiversity Net Gain Medium Distinctiveness | Other lowland acid grassland, Other neutral grassland, Upland acid grassland, Blackthorn scrub, Bramble scrub, Gorse scrub, Hawthorn scrub, Hazel scrub, Mixed scrub, Sea buckthorn scrub (other), Ponds (Non-Priority Habitat), Reservoirs, Other woodland; broadleaved, Littoral coarse sediment, Littoral sand, Native Species Rich Hedgerow, Native Hedgerow - Associated with bank or ditch, Native Hedgerow with trees, Line of Trees (Ecologically Valuable), Line of Trees (Ecologically Valuable) - with Bank or Ditch, Ditches, Canals |
| Transitional and Coastal Waters (TRAC) | Circolittoral rock, Infralittoral rock, Native oyster (<i>Ostrea edulis</i>) beds, Subtidal biogenic reefs: mussel beds, Subtidal biogenic reefs: Sabellaria spp., Subtidal coarse sediment, Subtidal mixed sediments, Subtidal mud, Subtidal sand, Subtidal seagrass beds, Subtidal stony reef. |

This Theory of Change can then be tested through an ex-ante evaluation to test how effective given actions are likely to be in achieving expected outcomes. Defra has held stakeholder engagement workshops on the Biodiversity targets for feasibility assessments of ambition levels, these workshops also involved discussions over necessary actions which were also prioritised. A key aspect to the work will be to continue this level of engagement with stakeholders to ensure resulting outputs have broad agreement to ensure the best possible support and therefore likelihood of success.

YOUR REQUIREMENT

The requirement of the Potential Provider is to further develop Defra's current Theory of Change (ToC), providing a comprehensive ToC for the legally binding biodiversity targets;

- 2030 species abundance target: to halt the decline in species abundance by 2030 (Outcome based)
- Long-term species abundance target: to reverse the ongoing decline in species abundance by 2042 to at least the 2022 baseline (Outcome based)
- Long-term species extinction risk target: no net increase in the extinction risk of species by 2042 compared to the 2022 baseline (Outcome based)
- Wider habitats target: to create or restore 750,000 hectares of wildlife-rich habitat outside protected sites by 2042 from a 2022 baseline (Action based)

The Authority has already carried out workshops to identify the activities that should be prioritised in order to achieve target ambition. These priority activities (and the associated policies) should be used by the Potential Provider within the ToC. Where engagement with stakeholder identifies additional priority activities, these should be included within the ToC. To ensure all relevant interventions are identified the Potential Provider should engage with a broad range of stakeholders e.g. Natural England, as well as with National Biodiversity policy and evidence teams, and other Defra teams. This engagement should come in whichever form is identified as most suitable by both The Authority and the Potential Provider, e.g. workshops. The Potential Provider should outline in their return the methods that it suggests this engagement should occur. The potential Provider should also include within the ToC how other EB targets e.g. Water, and interventions outside of Defra feed into the Biodiversity Targets, though this doesn't have to be in detail.

This ToC should map the detailed causal links between the actions/activities, outputs and short-, medium- and long-term outcomes that are identified as objectives for all three targets, prioritising species abundance. This mapping should incorporate the different mechanisms and funding streams identified to have a significant impact on biodiversity relevant to the targets, as well as the contextual / external factors that are likely to influence the achievement of each outcome. It will be expected that the ToC details the actions/activities and causal links between how positive changes to habitat as well as more focused work on taxa creates positive change in biodiversity across England and how these interact. The ToC should also outline where current activities occurring in the same identified habitats and taxa are resulting in declines to species abundance. Overlaps in activities and outcomes should be illustrated within the Theories of Change, with each target having its own independent ToC; these should then feed into a larger ToC which incorporates the linkages across the targets, illustrating how outcomes are dependent on multiple target ambitions.

Through developing the ToC the Potential Provider should highlight areas that have weak evidence as well as areas that have been identified as being particularly effective but are possibly being under-utilised by The Authority.

The Potential Provider should engage with The Authority regularly, with an initial set up meeting before work begins, subsequent meetings should then be at least fortnightly to ensure The Authority is kept up to date on progress, delays, and any future barriers the Potential Provider identifies to enable solutions to be identified as early as possible. These meetings would be in addition to any engagement identified as necessary for the development of the ToC.

It is likely that the ToC will identify gaps in evidence and therefore causal links requiring The Authority to commission further Research and Development work after the completion of this contract. Therefore, it would be beneficial if the Potential Provider can include knowledge transfer of managing, maintaining and updating the ToC to ensure that the document remains live and builds upon future learning and evidence finding retaining the robust nature of the document. This knowledge transfer should be to identified individuals within The Authority.

This work should not duplicate work undertaken by the Potential Provider under the Nature Recovery Network evaluation framework but should work in parallel and complement each other.

Optional (depending on time and budget): Following completion of the ToC the Potential Provider should identify areas where data is already collected, outlining how this data is collected and stored alongside ownership and where possible highlight where data is not currently collected indicating the most effective way to do this to ensure compatibility and join up with current data sources.

A further requirement of the Potential Provider in response to the above statement of requirement includes submitting a fully costed proposal, this should outline:

- Proposed timeframe – what will be delivered when: the overall contract completion date will be the 31st March 2022
- Recommended methodology to engage stakeholders both internal and external to The Authority
- A breakdown of the Key Personnel who will be delivering the work – along with a brief overview of their experience and work to date
- The number of hours they will be committing to each task
- Their hourly rates
- What further or initial information the Potential Provider would need The Authority to provide in order for the work to complete for the deadline e.g. a list of teams and/or individuals the Authority expects the Potential Provider to consult

PAYMENT

The supplier is required to provide their invoicing schedule against key milestones to the project officer who should then pass on this information to the finance managers who will create a spend profile.

The supplier should submit all invoices to the project officer and finance managers alongside evidence of delivery to validate payment of the invoice and fulfil internal audit requirements.

The project officer will sign off on invoices based on satisfaction with delivery of work and the finance managers will sign off on the below requirements being met and submit the invoice for payment to Accounts Payable.

All invoices should include the following to conform with payables requirements:

- PO number
- A unique identification number (invoice number)
- Supplier name, address, and contact information
- Customer name and address being invoicing
- A clear description of what the supplier is charging for
- The date the goods or service were provided (supply date)
- The date of the invoice

- The amount(s) being charged
- VAT amount if applicable
- The total amount owed
- PDF format

All payments will be made via BACS.

STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

The project will require:

- Knowledge and experience of work related to biodiversity, evidence synthesis, development of evaluation frameworks, data and data analysis, complexity appropriate evaluation methods, technical report writing as well as presentation and communication of technical material.
- Knowledge of Defra's biodiversity ambitions, the key relevant policies that support them and a detailed understanding of the biodiversity evidence base
- Substantial expertise of evaluation and the Magenta Book guidance <https://www.gov.uk/government/publications/the-magenta-book>

KEY MILESTONES

The potential provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone 1: Start up meeting

Timeframe: within first week of Contract Award

Milestone 2: Draft Theory of Change Report for The Authority to review

Timeframe: one month before end of contract

Milestone 3: Test Theory of Change with identified key stakeholders through workshop

Timeframe: Following submission of draft ToC

Milestone 4: Hold knowledge transfer session with The Authority

Timeframe: Two weeks before end of contract award

Milestone 5: Identify data collection, storage, and ownership status

Timeframe: By completion of contract award

AUTHORITY'S RESPONSIBILITIES

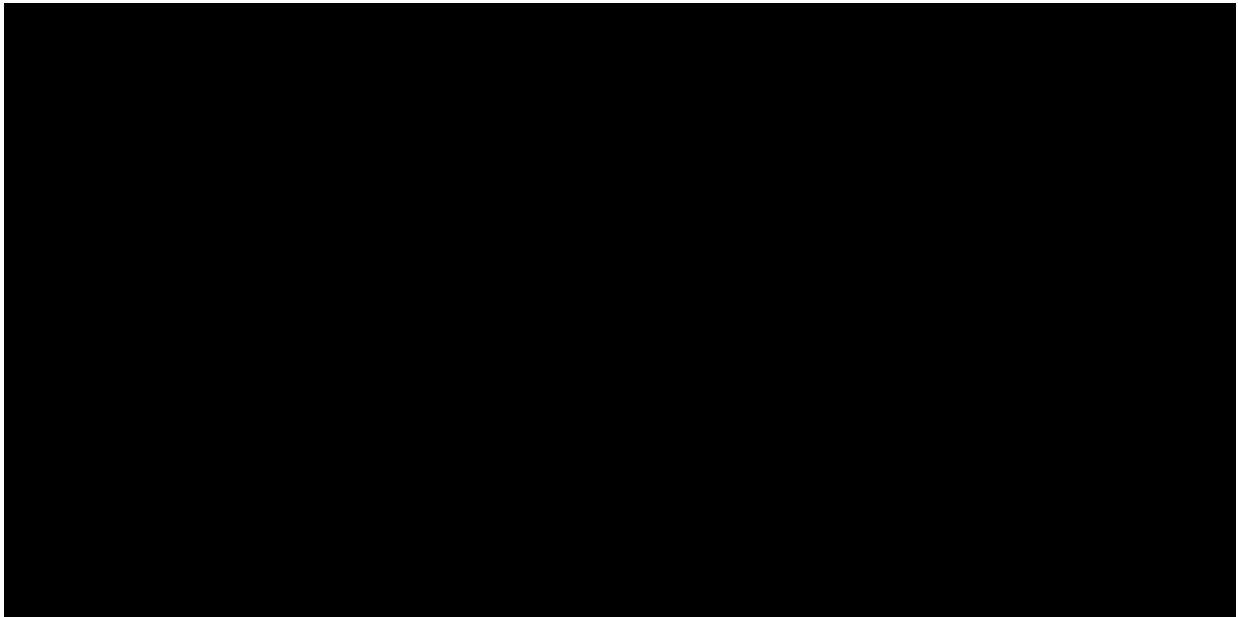
The Authority's responsibilities will be to ensure that information held by The Authority is shared within reasonable time so that the Proposed Provider can reasonably meet milestones outlined above. This relates to both time of individuals for meetings and/or workshops as well as documentation that would aid the development of the ToC.

REPORTING

Regular reporting will be in form of meetings between The Authority and the Potential Provider, these are to occur at least fortnightly and should identify progress, challenges to completion within the contract deadline as well as any additional future responsibilities required by the Potential Provider from The Authority e.g. access to additional documents or teams.

A written report should be submitted on completion of the contract outlining the methodology taken e.g. stakeholder engagement, findings, conclusions next steps and the mapped Theories of Change. A draft of the report should be shared with The Authority to allow for amendment and comments before contract completion.

Schedule 5 (Pricing Details)

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Schedule 4: Development of a theory of change for improving biodiversity in England

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