



Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for LM0478 Social Science Evidence for Delivery of Better Agri- environment Schemes

Contract Reference ECM 53252

October 2018



Contents

BACKGROUND	4
1. Definitions and Interpretation	4
2. Contract and Contract Term	7
3. Price and Payment	8
4. Extension of the Contract	9
5. Warranties and Representations	9
6. Service Standards	10
7. Termination.....	11
8. Consequences of Expiry or Termination.....	12
9. Liability, Indemnity and Insurance.....	12
10. Confidentiality and Data Protection.....	14
11. Freedom of Information.....	18
12. Intellectual Property Rights	18
13. Prevention of Corruption and Fraud.....	19
14. Discrimination	19
15. Environmental and Ethical Policies	19
16. Health and Safety	19
17. Monitoring and Audit	20
18. Transfer and Sub-Contracting.....	20
19. Variation.....	21
20. Dispute Resolution.....	21
21. Supplier's Status	22
22. Notices	22
23. Entire Agreement	23
24. Third Party Rights	23

25.	Waiver.....	23
26.	Publicity.....	23
27.	Force Majeure.....	23
28.	Governing Law and Jurisdiction	23
29.	Electronic Signature	23
30.	Precedence.....	23
	SCHEDULE 1 - SPECIFICATION OF SERVICES.....	27
	SCHEDULE 2 – PRICES	46
	SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS.....	45

THIS CONTRACT is dated 10 October 2018

BETWEEN

NATURAL ENGLAND of Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX (the “**Authority**”); and

University of Gloucestershire of The Park, Cheltenham, Gloucestershire, GL50 2RH (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

BACKGROUND

- a) The Authority requires the services set out in Schedule 1 (the “**Services**”).
- b) The Authority has awarded this contract for the Services to the Supplier and the Supplier agrees to provide the Services in accordance with the terms of the contract.

AGREED TERMS

1. Definitions and Interpretation

- 1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘**Approval**’: the prior written consent of the Authority.

‘**Authority Website**’: www.naturalengland.org.uk

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

‘**Contracting Authority**’: an organisation defined as a contracting authority in Regulation 2 of the Public Contracts Regulations 2015.

‘**Controller**’: has the meaning given in the GDPR.

‘**Data Loss Event**’: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

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

‘**Data Protection Legislation**’: (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': 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.

'Default': a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

'Dispute Resolution Procedure': the dispute resolution procedure set out in Clause 20.

'DPA 2018': the Data Protection Act 2018.

'Force Majeure': any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier's supply chain.

'Fraud': any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

'GDPR': the General Data Protection Regulation (Regulation (EU) 2016/679).

'Good Industry Practice': standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

'Goods': all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

'Intellectual Property Rights': any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information,

techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

‘IP Materials’: all Intellectual Property Rights which are:

- a) furnished to or made available to the Supplier by or on behalf of the Authority; or
- b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

‘Law’: 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’: Law Enforcement Directive (Directive (EU) 2016/680).

‘Personal Data’: has the meaning given in the GDPR.

‘Personal Data Breach’: has the meaning given in the GDPR.

‘Price’: the price for the Services set out in Schedule 2.

‘Processor’: has the meaning given in the GDPR.

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

‘Replacement Supplier’: any third party supplier of services appointed by the Authority to replace the Supplier.

‘Staff’: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

‘Sub-contract’: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

‘Sub-contractor’: third parties which enter into a Sub-contract with the Supplier.

‘Sub-processor’: any third party appointed to process Personal Data on behalf of the Supplier related to this Contract.

‘Valid Invoice’: an invoice containing the information set out in Clause 3.3.

‘VAT’: Value Added Tax.

‘Working Day’: Monday to Friday excluding any public holidays in England and Wales.

- 1.2 The interpretation and construction of the Contract is subject to the following provisions:
- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - b) words importing the masculine include the feminine and the neuter;
 - c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
 - d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
 - f) references to the Services include references to the Goods;
 - g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
 - h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2. Contract and Contract Term

- 2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the **“Services”**) in accordance with the terms and conditions of the Contract.
- 2.2 The Contract is effective on 10 October 2018] (the **“Commencement Date”**) and ends on 31 March 2019 (the **“Expiry Date”**) unless terminated early or extended in accordance with the Contract.

3. Price and Payment

3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.

3.2 The Authority shall:

- a) provide the Supplier with a purchase order number ("**PO Number**"); and
- b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

3.3 A Valid Invoice shall:

- a) contain the correct PO Number;
- b) express the sum invoiced in sterling; and
- c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

3.4 The Supplier shall submit invoices as per the following schedule:

30 Nov 2018 - 50% of stage one costs after submission of draft report (narrative form).

14 Feb 2019 – 50% of stage one costs after delivery of final report.

31 Mar 2019 – 100% of stage two costs

On the proviso contract is extended via Contract Change Note

By 31 Mar 2020 – 100% of stage three costs.

to the Authority at the following addresses:

Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ

3.5 The Supplier acknowledges that:

- a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
- b) invoices which do not include the information set out in Clause 3.3 will be rejected.

3.6 Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

- 3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

4. Extension of the Contract

- 4.1 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to twelve months (until 31 Mar 2020).

5. Warranties and Representations

- 5.1 The Supplier warrants and represents for the Contract Term that:
- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
 - b) the Contract is executed by a duly authorised representative of the Supplier;
 - c) in entering the Contract it has not committed any Fraud;
 - d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
 - e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
 - f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
 - g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
 - h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and

- i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
 - j) it will comply with its obligations under the [Immigration, Asylum and Nationality Act 2006](#).
- 5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:
- a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
 - b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and
 - c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6. Service Standards

- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
- a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred; or
 - b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.
- 6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.

- 6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- 6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.
- 6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

7. Termination

- 7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.
- 7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:
- a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the [Mental Health Act 1983](#);
 - b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the [Insolvency Act 1986](#), or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;
 - c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
 - d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
 - e) subject to Clause 7.3, the Supplier commits a Default;
 - f) there is a change of control of the Supplier; or

- g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8. Consequences of Expiry or Termination

8.1 If the Authority terminates the Contract under Clause 7.2:

- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
- b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

8.2 On expiry or termination of the Contract the Supplier shall:

- a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
- b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

8.3 Save as otherwise expressly provided in the Contract:

- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9. Liability, Indemnity and Insurance

9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- a) death or personal injury caused by its negligence;
 - b) Fraud or fraudulent misrepresentation; or
 - c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.
- 9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.
- 9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.
- 9.4 Subject to Clause 9.1:
- a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
 - b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.
- 9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.
- 9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

- 9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10. Confidentiality and Data Protection

- 10.1. Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.
- 10.2. Clause 10.1 shall not apply to any disclosure of information:
- a) required by any applicable law;
 - b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
 - c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
 - d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.
- 10.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.
- 10.4. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 10.5. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, 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.

10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- a. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- c. ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);
 - (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:
 - A. are aware of and comply with the Supplier's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier 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 Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
 - e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, 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.
- 10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.
- 10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority 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 Contract and any complaint, communication or

request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- a. the Authority with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Authority following any Data Loss Event;
 - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- a. the Authority determines that the processing is not occasional;
 - b. the Authority 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 Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10.11. The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- 10.12. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- a. notify the Authority in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Authority; and
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.

- d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 10.14. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 10.15. The Authority 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 Contract).
- 10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11. Freedom of Information

- 11.1. The Supplier acknowledges that the Authority is subject to the [Freedom of Information Act 2000](#) and the [Environmental Information Regulations 2004](#) (the "**Information Acts**") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 11.2. If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

12. Intellectual Property Rights

- 12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.
- 12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13. Prevention of Corruption and Fraud

- 13.1. The Supplier shall act within the provisions of the [Bribery Act 2010](#).
- 13.2. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.
- 13.3. The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14. Discrimination

- 14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.
- 14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15. Environmental and Ethical Policies

- 15.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

16. Health and Safety

- 16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.
- 16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.
- 16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.
- 16.4 The Supplier shall comply with the requirements of the [Health and Safety at Work etc Act 1974](#), and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.

- 16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) shall be made available to the Authority on request.

17. Monitoring and Audit

- 17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.
- 17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.
- 17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18. Transfer and Sub-Contracting

- 18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.
- 18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:
- a) remain responsible to the Authority for the performance of its obligations under the Contract;
 - b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
 - c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;
 - d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.
- 18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - b) any private sector body which performs substantially any of the functions of the Authority.

- 18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

19. Variation

- 19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a “**Variation**”).
- 19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.
- 19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:
- a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or
 - b) refer the request to be dealt with under the Dispute Resolution Procedure.

20. Dispute Resolution

- 20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.
- 20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 20.5 A neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a

Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

- 20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21. Supplier's Status

- 21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.
- 21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22. Notices

- 22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

23. Entire Agreement

- 23.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

24. Third Party Rights

- 24.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

25. Waiver

- 25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
- 25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26. Publicity

- 26.1 The Supplier shall not without Approval:
- a) make any press announcements or publicise the Contract or its contents in any way; or
 - b) use the Authority's name or logo in any promotion or marketing or announcement.
- 26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

27. Force Majeure

- 27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or

earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.

- 27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28. Governing Law and Jurisdiction

- 28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

29. Electronic Signature

- 29.1 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.
- 29.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system ("**Bravo**").
- 29.3 No other form of acknowledgement will be accepted.

30. Precedence

In the event of and only to the extent of any conflict between the terms and conditions or the special terms below, the conflict shall be resolved in accordance with the following order of precedence:

- a) the special terms below;
- b) the main terms of the Contract (pages 1 to 15);
- c) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 19 shall not take higher precedence than specified here.

SPECIAL TERMS

THE PURCHASE OF GOODS

1. MANUFACTURE, QUALITY AND PACKING

Notwithstanding clause 6 of the main agreement, the Goods supplied to the Authority by the Supplier under the Contract shall:

- a) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Supplier by the Authority; and
- b) comply with all applicable statutory and regulatory requirements.

2. DELIVERY

- 2.1 The Supplier shall deliver the Goods to the desired location in accordance with the agreed timetable. The Supplier shall not deliver the Goods more than two business days in advance of any dates set out in the timetable without the prior written consent of the duly authorised officer.
- 2.2 Delivery of the Goods shall be deemed to be on the completion of unloading of the Goods at the desired location, for the avoidance of doubt the Supplier shall provide at the desired location and at its own expense adequate and appropriate equipment and manual labour for loading or unloading the Goods.
- 2.3 The Supplier shall not deliver the Goods by instalments except with the prior written consent of the duly authorised officer.
- 2.4 If the Goods are not delivered in accordance with the timetable, then, without prejudice to clause 6.3 of the main agreement and without limiting any other right or remedy the Authority may have, the Authority may:
 - a) refuse to take any subsequent attempted delivery of the Goods;
 - b) terminate the Contract with immediate effect;
 - c) obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Authority in obtaining substitute products from another supplier;
 - d) claim damages for any other costs, expenses or losses resulting from the Supplier's failure to deliver the Goods in accordance with the agreed timetable.
- 2.5 Any Goods delivered shall be accompanied by a delivery note showing the Contract number, the date of the Contract, the type and quantity of Goods included, and, in the case of Goods being delivered in instalments, the outstanding balance of Goods remaining to be delivered.
- 2.6 If the Supplier requires the Authority to return any packaging materials to the Supplier, that fact must be clearly stated on the delivery note accompanying the relevant Goods, and any such returns shall be at the Supplier's expense.

3. ACCEPTANCE AND DEFECTIVE PRODUCTS

- 3.1 In addition to the rights set out in clause 6.3 of the main agreement, if the Authority rejects any Goods delivered it may (without limiting any other right or remedy that the Authority may have):
- a) require the Supplier to repay the price of the rejected Goods in full (whether or not the Authority has previously required the Supplier to repair or replace the rejected Goods); and
 - b) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that are not in conformity with the terms of the Contract.
- 3.2 The Authority's rights and remedies under this clause 3 of Schedule 1 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Contract by the Sale of Goods Act 1979.
- 3.3 The terms of the Contract shall apply to any repaired or replacement Goods supplied by the Supplier.

4. TITLE AND RISK

- 4.1 Title in the Goods shall without prejudice to any other rights or remedies of the Authority pass to the Authority at the time of acceptance of delivery or payment is made by the Authority, whichever is earlier.
- 4.2 Risk in the Goods shall remain with the Supplier until the later of acceptance of delivery confirmed by the Authority or payment is made by the Authority.

SCHEDULE 1 - SPECIFICATION OF SERVICES

Social Science Evidence for Delivery of Better Agri-environment Schemes

A scoping study to develop methods for monitoring and evaluating the social outcomes, and how they pertain to environmental outcomes, of agri-environment schemes (AES)

Introduction

The work will inform Natural England (NE) and Defra's understanding of social outcomes and associated indicators for agri-environment schemes.

It is being commissioned under Rural Development Programme for England's (RDPE) Technical Assistance Funded Monitoring and Evaluation Programme.

The project consists of:

- An evidence review and shortlist of key indicators to test
- Development of methodology to test
- Trialling of method in association with NE staff

Background

A social indicator is something that points to, measures or otherwise provides a summary overview of a specific social concept, such as agency. For example, we can measure the amount of farmed land which is owner-occupied in order to gauge the possible level of agency the farmer has with regard to making decisions about the future management of their farm. Another example relates to farmer resilience; we can gauge the resilience of a farmer (in this sense the farmer's capacity and ability to tolerate, absorb, cope with and adjust to environmental and social change) through reference to proxies such as how 'networked' they are, whether they experience and then manage their feelings of stress or stress-related symptoms, and their feelings of hope with regard to their farm business. We can then draw inferences about their resilience in relation to, for example, scheme requirements for changing land management practices.

Social outcomes, in relation to AES, are intentional or unintentional outcomes of the agreement which relate to the social world of the agreement holder. They could be positive (e.g. increased pride or self-efficacy) or negative (e.g. increased stress or reduced motivation to engage in future AES). There is an increasing body of research which makes explicit the links between social outcomes and environmental outcomes – within the farmed environment and wider. For example, the relationship between personal beliefs, perception of risk and attitudes towards pro-environmental behaviour change¹. We are interested in including social indicators within agri-

¹ Arbuckle et al, 2015, Environment and Behavior 47(2) 205–234

environment scheme (AES) monitoring and evaluation to better understand the relationship between social outcomes and environmental outcomes and also to gauge the social sustainability of AES in relation to agreement holders (and in turn better understand how this relates to factors such as 'ownership' of the agreement and 'quality' of engagement).

This relates to Natural England's (NE) long term ambitions to secure positive social and economic outcomes from the natural environment. In order for Countryside Stewardship (CS) to work for farmers and deliver long-term pro-environmental behaviour change it needs to be responsive to the factors affecting the quality of farmer scheme engagement. Examples of quality of farmer engagement with the scheme include: farmer experience of managing agreements and their experience of "success", farmer motivation to stay engaged and continue positive management practices after the scheme finishes and funding has ceased, farmer motivation to deliver additional voluntary measures, etc.

Environmental outcomes from changes to land management practices can sometimes take many years to be observable/recordable². Social outcomes from engagement in schemes and new management practices may be observed more quickly and, if recorded and evaluated, could provide us with better understanding of the trajectories of schemes earlier on in the agreement.

This project will initially be contracted till 31st March 2019 to allow completion for the first and second project stages and, subject to satisfactory completion of those two stages and availability of funds, the contract will be extended till 31st March 2020 for completion of the third project stage.

- The first project stage is to identify the key social indicators which we can assess in order to be able to draw robust and meaningful conclusions about the social and environmental outcome/s of CS agreements.
- The second project stage is to identify a method that can be applied to monitor and evaluate these social indicators within the current scheme context (with a view to how this may change over time – with direction from the project steering group as and when this information becomes available).
- The third project stage is to test the proposed method in 'the field' on farms with existing CS (or potentially Environmental Stewardship; ES) Higher Tier (Higher Level)³ agreements and refine an optimum method, based on an agreed balance of practical considerations and inclusion of the key social indicators identified in the first stage of the project.

Overall project aims:

- i. Better understanding of the body of evidence (including strength of evidence) through the completion of an evidence review on linkages between social and environmental outcomes (with particular reference to AES). Including indication of evidence gaps.
- ii. An understanding of how these social outcomes relate to environmental outcomes (positive and negative) – with regard to the nature (or 'quality' – see viii) of farmer engagement with

² Catchment Sensitive Farming Evaluation Report Phases 1-3 – 2006-2014, CSF Evidence Team, Environment Agency, 2016.

³ As these use a one-to-one advice model and environmental outcomes are already monitored

- AES (attitudes, 'ownership', motivation, etc.) and associated behaviour change (long-term). Mediating factors could include whether the agreement includes protected sites.
- iii. Recommended list of key, testable, social indicators, based on the evidence review – which have potential for evaluating the social sustainability of agreements.
 - iv. Scoping and development of a testable method; refined through testing 'in the field'.
 - v. Although testing will be via face-to-face scheme aftercare monitoring the final report should make suggestions for how the final list of indicators could be measured via other methods – e.g. via self-assessment, one-to-many, or other approaches.
 - vi. Expansion of our institutional understanding of the social outcomes of AES beyond 'uptake' and 're-application' figures.
 - vii. Increased institutional learning about social outcomes (NE, Defra and potentially wider, such as HM Treasury), and linked environmental outcomes, of current AES through testing of practical indicators.
 - viii. Improved understanding of what social outcomes should be accounted for and what social indicators should be incorporated into future AES monitoring and evaluation.
 - ix. Improved understanding of how farmers' perceptions of and relationship with 'nature' and 'public goods'/ the public⁴ (and other framings?) relate to social outcomes (and so potentially environmental outcomes) of agri-environment schemes (AES). Obtained via evidence review (and possibly via testing of the social indicators – although this may require multi-year testing to obtain – see i. below 'Overall aims for programme of work' – any multi-year testing will be outside of this specification).
 - x. Ideas for how to maximise and sustain positive social outcomes from future AES; to increase the quality of engagement (not just quantity – see vi, above) and so deliver improved social and environmental outcomes.

Overall aims for programme of work:

These are future aims, outside of the scope of this contract and resources are not currently available to address them directly. These aims are included for reference as we think it helpful for Suppliers to know about these end goals. These have been developed by NE in association with the Defra Environmental Land Management team. The project is not yet underway and this contract forms the start of this programme of work.

- i. To run a multi-year trial to assess the efficacy of the chosen indicators over time and to test hypotheses regarding the social sustainability of AES, the links between social outcomes and environmental outcomes and proposed improvements to improve the social sustainability of AES.
- ii. Consideration of how to obtain information on social outcomes via self-assessment or another method which does not rely on face to face visits.
- iii. An understanding of what 'socially sustainable' agri-environment schemes would look like. What additional environmental impacts would they deliver?
- iv. Improved understanding of how to tailor pro-environment behaviour change levers within AES – perhaps via a farmer/advisor typology approach – to feed into current work on understanding the social mechanisms farm advisors use to encourage pro-environmental behaviour change.

⁴ There is some evidence that farmers' attitude to and relationship to 'the public' – whether this be local community or wider – affects motivation to engage to deliver public goods. E.g. if a farmer has experienced sheep worrying or fly tipping they may be less inclined to deliver permissive footpaths or if they are receiving low prices for their crop (and relate this to the public's 'willingness to pay' for food) they may be less inclined to work for 'the public good'.

- v. Project to feed into NE social science work on measuring and evaluating the social impact of our work more generally – production of guidance and a toolkit.
- vi. Improved understanding of how to better communicate with agreement holders the positive outcomes (public goods) provided via AES, to test whether this influences pro-environmental behaviour change, and who is best placed to communicate this information.
- vii. To test the social indicator method with farmers who have had schemes in the past but have left and with farmers who have never engaged in schemes at all.
- viii. To better understand how economic outcomes link with social outcomes. Stages of work

Timeline

Stage One - evidence review and shortlist of key indicators to test – delivered by end January 2019

Stage Two - development of methodology – delivered by end March 2019.

Subject to satisfactory completion of stage one and two and availability of funds:

Stage Three - trialling of method in association with NE staff – delivered by end March 2020. This third stage will be enacted by extension of this contract via a Contract Change Note⁵.

Stage One – Evidence review – October 2018 to January 2019:

Undertake an evidence review to identify the key social indicators which can be assessed to draw robust and meaningful conclusions about the social and environmental outcome/s of CS agreements. Then evaluate and recommend social indicators that could be incorporated into a monitoring methodology to assess the social outcomes from AES and how these link to environmental outcomes, where applicable.

Research questions:

1. What is the evidence for a causal link between social and environmental outcomes?
 - a. Specifically within in the context of current AES – e.g. relating to quality of engagement or ‘ownership’ of agreement and associated behaviours.
 - b. With reference to long-term pro-environmental change.
 - c. Indicate the strength of evidence.
2. Which social indicators could be monitored by farm advisors, during regular aftercare visits, which will provide information about the effectiveness of AES?
 - a. With regard to: findings from Q1; long-term pro-environmental behaviour change; social sustainability of AES; quality of engagement with the agreement.

Suggested themes/considerations:

- i. Build on existing evidence and suggested long-list of social indicators (see Appendix A, below).
- ii. Consideration of the key socio-psychological factors providing insight into pro-environmental farmer behaviours, as identified by Inman et al 2018⁶.
- iii. Critical look at social capital in terms of: i) how it affects causal linkages between social and environmental outcomes and ii) both ‘positive’ and ‘negative’ aspects of social capital.

⁵ A contract change note is a simple document which will state both parties agree to extend contract till end Mar 2020 and all other parts of the contract remain un-changed.

⁶ Inman, A. et al, 2018. Land Use Policy 70, 16–26.

- iv. Collaboration: how farmer collaboration affects causal linkages between social and environmental outcomes. Also, potential for consideration of role of bridging social capital (i.e. between farmers and their local non-farming community) which can highlight the importance of group heterogeneity, etc.
- v. Include a critical look at financial incentives and their importance within context of other factors and how they interact with other factors.

Outputs:

Supplier to provide three portable digital voice recorders (at least 80 hours or 16GB storage, USB connection, rechargeable from USB port) and lapel microphones (omnidirectional microphone, with lapel clip and wind screen) for use by NE staff and to be retained by NE at end of contract – by end of October 2018. Supplier to provide copy of purchase receipt (to allow audit track of contract costs) and include details in pricing table under 'Other costs (detailed)'.

Agree final structure and broad themes with project steering group – by mid October 2018

Interim update phone conversation – early Nov 2018

Report (narrative form) draft in Word format for comment by end Nov 2018 - to include full evidence review and recommendations for Stage Two.

Initial recommendations for best-practice guide for design and monitoring and evaluation of future AES pilots – end of November 2018.

Phone discussion with NE social science team about findings, in light of their wider work on developing guidance to assist in measuring social impacts of projects (wider than AES) – December 2018.

Address and incorporate comments (supplied by end Nov) and submit final report, executive summary and recommendations for Stage Two – by end January 2019

Production of presentation/webinar and slide pack – and delivery of two presentations:

1. Discussion of findings with project steering group and NE/Defra Social Science expert panel (panel of external and internal expert advisors). Suppliers to organise and procure the meeting. Venue in London (NE/Defra offices) or other mutually-agreed location. To include travel costs (standard class) for five external panel members (x2 University of Exeter, x1 University of Gloucester, x1 University of Nottingham, x1 Bristol) and sandwich lunch for the meeting (~16 people) – likely January 2019.

2. Via a webinar to wider NE (to incorporate suggested edits from first presentation) – likely January 2019.

Invoicing first 50% of stage one costs after submission of draft report (narrative form) – by 30 Nov 2018

Invoicing remaining 50% of stage one costs after delivery of final report – by 14 Feb 2019

Stage two – Development of methodology – January to March 2019

To refine the number of social indicators to be tested to an agreed number. Development of methodology to test the social indicators that could be incorporated into a monitoring methodology to assess the social outcomes from AES.

1. Identify short-list of social indicators to test based on findings from Stage One and practical considerations (see 2.).
2. Development of methodology to trial measuring, recording, analysing and reporting on social indicators as part of current AES aftercare visits; to include suggested basis for segmentation of pilot farms/farmers. To be completed in association with NE advisors and project steering group. To include ethics and legal consideration - to be developed in association with project steering group and existing NE ethics and legal guidance, see Annexes One and Two (documents attached to Invite To Tender 'ITT 4685' published on Bravo 25 07 2018).
3. Explicit consideration of how the social indicators could be measured without face-to-face monitoring – e.g. via self-assessment or other approaches. Innovative and novel suggestions encouraged. However, testing of these ideas does not form part of the scope of the project.

Process to include early stage farm visit/s (scheme 'aftercare' visits) with NE farm advisor/s close to supplier's location – to understand the context into which the methodology will be introduced. *NB Supplier may prefer to undertake this visit during Stage One.*

Explicitly consider within method development:

- The time and other practical constraints of a typical AES 'aftercare' visit.
- Variations in advisor-advisee relationships and advisor knowledge of farm, farmer, farm business, farming type.
- The type of questions it is appropriate and ethical to ask and the quality of answer achievable within the context of an 'aftercare' visit.
- Options for working with existing NE aftercare data recording systems (CHIP, GENESIS and SITIAGRI) – to be advised by NE.
- Utility of existing datasets – to be advised by NE.
- Possibility of retroactive assessments.

Outputs:

Draft of methodology to project steering group for comment - end Feb 2019

Discussion of methodology/presentation of findings with project steering group and NE/Defra Social Science expert panel (panel of external and internal expert advisors) via call/webinar – mid March 2019.

Final methodology - end March 2019

Invoicing by 31 March 2019 for completion of stage two

Stage three – testing of methodology and report – April 2019 to September 2019 (following contract extension via Contract Change Note)

'In the field' testing of methodology and short-list of social indicators. To trial with at least 20 agreement holders.

The Natural England (NE) member of the project steering group will recruit advisors and farmers for trial.

Outputs:

Testing to start April 2019.

Draft report by 01 Sep 2019 for comment by project steering group.

Report to reference 'Overall project aims' (above). Including:

- Full executive summary
- Recommendations for embedding findings within current AES and future AES
- Ideas for how to maximise and sustain positive social outcomes from future AES; to increase the quality of engagement
- Suggestions for monitoring final list of social indicators without relying on face-to-face visits (e.g. self-assessment and other distance or one-to-many approaches) and how these could be trialled
- Recommendations for further work
- *Innovative and novel suggestions encouraged.*

Final report – taking account of comments - delivered by 01 Nov 2019.

Final recommendations for best-practice guide for design and monitoring and evaluation of future AES pilots – November 2019.

Production of presentation/webinar and slide pack – and delivery of two presentations:

1. Discussion of findings with project steering group and NE/Defra Social Science expert panel (panel of external and internal expert advisors). Supplier to organise and procure the meeting. Venue in London (NE/Defra offices) or other mutually-agreed location. To include travel costs (standard class) for five external panel members (x2 University of Exeter, x1 University of Gloucester, x1 University of Nottingham, x1 Bristol) and sandwich lunch for the meeting (~16 people) – likely November 2019.
2. Via a webinar to wider NE (to incorporate suggested edits from first presentation) – likely November or December 2019.

2-page summary of the whole project using official template. See Annex 3 (document attached to Invite To Tender 'ITT 4685' published on Bravo 25 07 2018) – December 2019

Procure two external peer-reviews for the final reports from the three stages (estimate one day for each of the two reviewers). See Annex 4 (document attached to Invite To Tender 'ITT 4685' published on Bravo 25 07 2018) for example template – December 2019

Invoicing by 31 March 2020 for completion of stage three.

Management

The supplier will appoint a project leader who must have sufficient experience, authority to act on behalf of the supplier and time allocated to manage the project effectively. The supplier's project leader (SPL) will be responsible for the management and delivery of the project and will act as the

liaison point, particularly liaison between members of any consortium, with the Natural England project manager (NEPM). The SPL will provide a short (no more than 1 page A4), written monthly progress note. The form of these updates will be agreed in the inception meeting.

This project will be overseen by a project steering group made up of NE, Defra, and the Environment Agency. An initial project meeting between the steering group and members of the supplier's team will be required at the start of the project. This will focus on defining the questions and scope of the evidence review.

The SPL will speak to the NEPM at least monthly throughout the course of the project, plus two further face to face meetings with the steering group (in addition to the initial meeting). The SPL will be responsible for setting up these meetings and meetings will occur in NE/Defra offices.

Secretariat and production of minutes from meetings is the responsibility of the SPL, who will share meeting minutes with the NEPM.

Resources

This Contract has the option to extend for a second year (2019/20) to take up stage 3 of the project, subject to successful delivery of stages 1 and 2 and budget being available. Any extension will be by a Contract Change Note (CCN). The Supplier should be aware that any work undertaken before an electronically approved CCN is approved by both the Authority and the Supplier is undertaken at the Supplier's own risk.

Research contracts are let on a firm price basis (excluding VAT). This is an all-inclusive price for the contract and, so long as the scope of the contract remains the same, it is not subject to any review, amendment or alteration.

Milestones

See table in Appendix B for summary of key milestones and deliverables.

If the milestones presented are not feasible, Supplier should provide their views of what can be delivered and when. Alternative suggestions to how the work will be delivered are welcome, but the final report deadlines for each stage of the project must be met by the date indicated in the table.

In addition, this project will be paid by achievement of milestones. However, not all milestones will be associated with payment.

Outputs

The Supplier will provide the NE project manager with updates of progress no more frequently than on a monthly basis. The form of these updates will be agreed in the inception meeting.

A summary report (or wording as appropriate) will be required for the Steering Group Meeting, the format of which will be agreed at the inception call.

A final report will be required to present the results obtained from the project; the format of the presentation of this report will be agreed between the project manager and project leader. Natural

England requires the opportunity to comment on draft Final Reports. Supplier should be aware that Natural England and Defra intend to publish final reports.

Natural England is happy to encourage widespread publication, and welcomes the use of appropriate trade press, peer-reviewed journals and sector-specific journals. However, two key points must be observed: firstly Natural England's role in initiating and funding the project must be acknowledged and appropriate Natural England staff should be recognised as a co-author of any publication: secondly the associated cost related to the production of such outputs should not be included in the contract.

The Supplier will be responsible for ensuring both the quality of the work as well as the presentation of the material (e.g. proof reading, ensuring clear English).

Intellectual Property Rights

The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.'

The Supplier shall provide the project manager with at least two weeks notice of desire to seek publication, to give an opportunity to review draft manuscripts etc.

Open data and data management

All data resulting from this project, project documents and other materials will be the property of Natural England. Any data collected will be made openly and publicly available, as per Natural England's Access to Information statement

(<http://publications.naturalengland.org.uk/publication/6430783876628480?category=5927398087327744>)

The supplier will be required to follow Natural England's data protection policy and only act on information provided under our instruction. If the supplier inappropriately processes the information, such as an unauthorised release to a third party, then they will be in breach of contract and Natural England reserves the right to take appropriate legal action.

Appendix A

An initial evidence review and long-list of suggested indicators to build-on/refine in Stage One – Suppliers to identify additional (current) evidence about how these indicators relate to quality of engagement in schemes &/or links to positive environmental outcomes; and, suggest additional indicators.

Majority of table taken from: E. J. B. Hall, May 2008, 'The Role of Social Capital in Farmers' Transitions Towards More Sustainable Land Management'. Thesis submitted for the degree of Ph.D., University of Essex – copy available on request from ralengland.org.uk

Indicator theme	Indicator name	Example description	References
Awareness of environment	Awareness of & interest in key species & habitats (& other key environmental features) on farm	Advisor impression of awareness & interest to learn based on advisor-instigated conversation OR length of time willing to converse on topic	McDowell & Sparks 1989; Beedell & Rehman 1999
Awareness/ Motivation/ Social capital	Evidence of planning for species & habitats with neighbours	Evidence of planning cooperation or of friction	MacFarlane 2000
Bonding social capital / Connectivity	Involvement in farmer groups	Buying groups, facilitation fund, informal groups (eg pub), equipment coops, hobby, training, etc	
Bridging social capital / Connectivity / Perception of & attitude to public	Links with local community	Examine both positive and negative – i.e. conflict (trespass, flytipping, sheep worrying etc.)	
Attitude towards delivery of public goods	Public good provision	Farmer's attitudes towards existing and future provision of public goods from private land	Smith & McDonald 1998; van Loon et al 2005
Awareness of environment	Awareness of key landscape features on farm	Advisor impression of awareness & interest to learn based on advisor-instigated conversation	Fish et al 2003; Tschardt et al 2005; Pretty 2005

Awareness of environment	Awareness of key relevant environmental legislation	Awareness of new 'Rules for Water' and other regs	
Attitude towards environmental initiatives	Attitude towards AES	Advisor impression of scepticism or positivity around scheme impact on agreed outcomes	Evans & Morris 1997; Wilson & Hart 2001; Burton 2006; Boatman et al 2006; McCracken et al 2015
Management of livestock	Evidence of animal welfare	Level of engagement with stock. Evidence of attention to detail, including production efficiency.	MacNaeidhe & Colluton 2000; van der Werf & Petit 2002
Awareness/ Motivation	Farmer awareness of environmental outcomes. Farmer motivation to engage in AES and other initiatives	Farmer involvement with voluntary industry-led initiatives (e.g. Greenhouse Gas Action Plan, Tried & Tested and The Voluntary Initiative)	UKWIR 2007; ACCS 2007
Farmer agency/ Future planning /Motivation	Farmer engagement with different forms of advice & support	Number of different advice providers farmer engaged with in past 2 years	
Farmer agency/ Future planning	Farm planning	Does the farmer regularly produce a formal farm plan (outside of the AES)?	HGCA 2002; ACCS 2007; UKWIR 2007
Farmer agency	Control over management decisions	Percentage of land owner occupied	Lefroy et al 2000
Farmer agency	Farm infrastructure – ease of integrated management	Eg scatter of land & buildings, other key issues such as over-wintering facilities, equipment owed, in-bye, physical barriers such as roads, farmstead not central, poor farm tracks	
Human capital	Level of training achieved on entry to industry	State level of qualification (including BASIS, FACTS etc)	Pampel & van Es 1977; McDowell & Sparks 1989; Pretty 2005

Human capital	Frequency of on-going training	Number of training events attended in past year?	Warren 1990; Sealy & Warren 1994; Rigby et al 2001; ACCS 2007; Ingram & Morris 2007
Future planning	Likelihood of succession on farm	Answer to direct question - likelihoods	Gasson et al 1988; Potter & Lobley 1996a,b; Burton 2006; Uchiyama et al 2007
Perception of & attitude to public	Upkeep of PRoW	State of PROW on the farm – and evidence of disputes over access (e.g. from County Council Rights of Way Teams)	
Perception of & attitude to public	Additional public access provided	Number/distance of permissive rights of way provided	Earl of March 1974, 1975; Marsden 1999
Perception of & attitude to public	Engagement in activities which invite public onto farm	Number of people visited; engagement with educational access, or initiatives such as Open Farm Sunday, Open University, TCV	
Perception of & attitude to public	Presence of significant eye sores on farm	Number and description	Smith & McDonald 1998
Perception of & attitude to public	Friction between farmer and local community	Evidence or communication of friction or problematic events/issues	Skinner et al 1997; Marsden 1999; van Loon et al 2005; CRC 2007
Commitment / Motivation	Additional voluntary activities (extra to AES) undertaken to provide environmental benefits	Number and description of activities and outcomes	
Commitment / Motivation	Additional voluntary activities (extra to AES) undertaken to provide public benefits	Number and description of activities and outcomes	Morse et al 2001

Long-term behaviour change	Intention to continue delivering public goods / environmental benefits post-scheme	Planning to re-enrol or voluntarily continue management changes?	Mills et al. 2018
Farmer resilience	Feelings of professional self-esteem		Lobley et al 2005; Dessein & Nevins 2007; Burton 2004
Farmer resilience / Motivation	Acknowledgement / praise for effort and/or achievement	Has the farmer received praise? From who? Valued?	Runharr and Polman 2018
Farmer resilience	Hours worked at peak times	In control of workload, time to relax, ability to buy in labour	Butler & Warren 1990; Marsden et al 1999; Rigby et al 2001; van Loon et al 2005
Farmer resilience	Holidays taken	Number of holidays taken in last 5 years	
Farmer resilience	Time spent with family & friends	Farmer feeling whether spend sufficient time with family & friends	Rigby et al 2001; van Loon 2005; Lobley et al 2005; Vemuri & Costanza 2006
Farmer resilience	Ability to engage in a hobby (non-farming related), if desired	Farmer feeling of whether have time & money to engage in hobby	Warren 1998; Butler & Warren 1990; Lobley et al 2005
Farmer resilience	Levels of stress and proactive management of stress	Feelings of stress, stress-related symptoms, pro-actively managing stress	McGregor et al 1992; HSE 2005; FCN 2007; Boys 2007
Farmer resilience	Degree of hope for future of farming industry	Direct question - scale	Lobley et al 2004; HSE 2005; Boys 2007
Farmer resilience	Degree of hope for own future/that of farm	Direct question - scale	Ashby 1925
Experience of environmental outcomes / Motivation	Physical/sensory experience of environmental outcomes as a result of management changes		Brockett 2016a,b; Riley 2008

	through AES		
--	-------------	--	--

Appendix A references

ACCS, (2007). Assured Combinable Crops and Sugar Beet Scheme Standards. Assured Food Standards. Revised July 2007

Ashby A W. (1925). The Human Side of the Farming Business. The Welsh Journal of Agriculture, pp.16-22.

Beedell J D C & Rehman T. (1999). Explaining farmers' conservation behaviour: Why do farmers behave the way they do? Journal of Environmental Management, 57, pp.165-176.

Boatman N, Jones N, Garthwaite D & Bishop J. (2006). Evaluation of the Operation of Environmental Stewardship. Interim report. Revised May 2006. Central Science Laboratory.

Boys J. (2007). Tackling Stress in Rural Communities. The In House Policy Consultancy; Serving ODPM, DfT and Defra. January 2007.

Brockett B F T. (2016a). Chapter 4: 'Guiding carbon farming using interdisciplinary methodologies'. In: 'An interdisciplinary approach to mapping soil carbon'. Thesis submitted to Lancaster University in fulfilment of the requirements for the degree of Doctor of Philosophy.

Brockett B F T. (2016b). Chapter 5: 'The multiplicities of soil carbon: A method for studying soil carbon collectives'. In: 'An interdisciplinary approach to mapping soil carbon'. Thesis submitted to Lancaster University in fulfilment of the requirements for the degree of Doctor of Philosophy.

Burton R J F. (2004). Seeing Through the 'Good Farmer's' Eyes: Towards Developing an Understanding of the Social Symbolic Value of 'Productivist' Behaviour. Sociologia Ruralis, 44 (2), pp.195-215.

Burton R J F. (2006). An alternative to farmer age as an indicator of life-cycle stage: The case for a farm family age index. Journal of Rural Studies, 22, pp.485-492.

Butler J & Warren M F. (1990). Farmers at Work and Play. Farm Management, 7 (5), pp.251-260.

CRC, (2007). The Social Contribution of Land-Based Industries to Rural Communities. Final Report prepared by CCRU, University of Gloucester. www.ruralcommunities.gov.uk

Dessein J & Nevens F. (2007). 'I'm Sad To Be Glad'. An Analysis of Farmers' Pride in Flanders. Sociologia Ruralis, 47 (3), pp.273-292.

Earl of March. (1974/75). Recreational and Agricultural Land Use - A Landowner's View. Farm Management, 2 (10), pp.581-586.

Evans N J & Morris C. (1997). Towards a Geography of Agri-environmental Policies in England and Wales. Geoforum, 28 (2), pp.189-204.

FCN (Farm Crisis Network), (2007). Experiencing the Inspections: A Report by Farm Crisis Network on the impact of inspection on farmers' stress in Wales. www.fcn.org.uk

Fish R, Seymour S & Watkins C. (2003). Conserving English landscapes: land managers and agri-environmental policy. *Environment and Planning*, 35, pp.19-41.

Gasson R, Crow G, Errington A, Hutson J, Marsden T & Winter D M. (1988). The Farm as a Family Business: A Review. *Journal of Agricultural Economics*, 39, pp.1-42.

HGCA (2002). Detection of Herbicide Resistance in Black-grass, Italian Rye-grass and Wild-oat at all growth stages. Project Report No. 279. June 2002.

HSE (2005). Farmers, Farm Workers and Work-Related Stress. Research Report 362. Prepared by Policy Studies Institute for the Health and Safety Executive.

Ingram J & Morris C. (2007). The Knowledge Challenge within the transition towards Sustainable Soil Management: An analysis of Agricultural Advisors in England. *Land Use Policy*, 24, pp.100-117.

Lefroy R D B, Bechstedt H D & Rais M. (2000). Indicators for sustainable land management based on farmer surveys in Vietnam, Indonesia and Thailand. *Agricultural Ecosystems and Environment*, 81, pp.137-146.

Lobley M, Johnson G, Reed M, Winter M & Little J. (2004). Rural Stress Review. Research Report No: 7. University of Exeter.

Lobley M, Potter C, Butler A, Whitehead I & Millard N. (2005). The Wider Social Impacts of Changes in the Structure of Agricultural Businesses. Research Report commissioned by Defra. University of Exeter Centre for Rural Research in association with Imperial College London, The University of Plymouth and Bruton Knowles.

MacFarlane R. (2000). Achieving Whole-Landscape Management across Multiple Land Management Units: a case study from the Lake District Environmentally Sensitive Area. *Landscape Research*, 25 (2), pp.229-254.

MacNaeidhe F S & Culleton N. (2000). The application of parameters designed to measure nature conservation and landscape development on Irish farms. *Agriculture, Ecosystems and Environment*, 77, pp.65-78.

Marsden T. (1999). Rural Futures: The Consumption Countryside and its Regulation. *Sociologica Ruralis*, 39 (4), pp.501-520.

McCracken, M.E. et al. (2015). Social and ecological drivers of success in agri-environment schemes: the roles of farmers and environmental context. *Journal of Applied Ecology*. 52 (3), pp.696-705

McDowell C & Sparks R. (1989). The Multivariate Modelling and Prediction of Farmers' Conservation Behaviour Towards Natural Ecosystems. *Journal of Environmental Management*, 28, pp.185-210

McGregor M, Willcock J & Deary I. (1992). Farmers Stress. *Farm Management*, 9, pp.57-65.

Mills J. et al. (2018). Understanding farmers' motivations for providing unsubsidised environmental benefits. *Land Use Policy*. Early online access <https://doi.org/10.1016/j.landusepol.2018.02.053>

- Morse S, McNamara N, Acholo M & Okwoli B. (2001). Sustainability Indicators: The problem of Integration. *Sustainable Development*, 9, pp.1-15.
- Pampel F & van Es J C. (1977). Environmental Quality and Issues of Adoption Research. *Rural Sociology*, 42 (1), pp.57-71.
- Potter C & Lobley M. (1996a). The Farm Family Life Cycle, Succession Paths and Environmental Change in Britain's Countryside. *Journal of Agricultural Economics*, 47 (2), pp.172-190.
- Potter C & Lobley M. (1996b). Unbroken Threads? Succession and its Effects on Family Farms in Britain. *Sociologia Ruralis*, 36 (3), pp.286-306.
- Pretty J. (2005). Social Capital and the Collective Management of Resources. pp.173-178 in *The Earthscan Reader in Sustainable Agriculture*. Edited by J Pretty. Earthscan, London
- Rigby D, Woodhouse P, Young T & Burton M. (2001). Constructing a Farm Level Indicator of Sustainable Agricultural Practice. *Ecological Economics*, 39, pp.463-478.
- Riley M. (2008). Experts in their fields: farmer-expert knowledges and environmentally friendly farming practices. *Environment and Planning A*, 40 (6), pp.1277-1293.
- Runhaar, H., Polman, N. (2018). Partnering for nature conservation: NGO-farmer collaboration for meadow bird protection in the Netherlands. *Land Use Policy*, 73, pp.11-19
- Sealy M & Warren M F. (1994). Financial Management Practices on Farms. *Farm Management*, 8 (9), pp.413-422.
- Skinner J A, Lewis K A, Bardon K S, Tucker P, Catt J A & Chambers B K. (1997). An Overview of the Environmental Impact of Agriculture in the U.K. *Journal of Environmental Management*, 50, pp.111-128.
- Smith C S & McDonald G T. (1998). Assessing the Sustainability of Agriculture at the Planning Stage. *Journal of Environmental Management*, 52, pp.15-37.
- Tscharntke T, Klein A M, Kruess A, Steffan-Dewenter I & Thies C. (2005). Landscape perspectives on agricultural intensification and biodiversity – ecosystem service management. *Ecology Letters*, 8, pp.857-874.
- Uchiyama T, Lobley M, Errington A & Yanagimura S. (2007). Sustaining the family farm: Dimensions of intergenerational farm business transfers in Canada, England, USA and Japan. CRPR Working Paper 5.
- UKWIR, (2007). The Voluntary Initiative Pilot Catchment Study. UKWIR Report Ref No. 07/WR/26/2
- van der Werf H M G & Petit J. (2002). Evaluation of the environmental impact of agriculture at the farm level: a comparison and analysis of 12 indicator-based methods. *Agriculture, Ecosystems and Environment*, 93, pp.131-145.
- van Loon G W, Patil S G & Hugar L B. (2005). *Agricultural Sustainability: Strategies for Assessment*. Sage Publications, New Delhi

Vemuri A W & Costanza R. (2006). The role of human, social, built and natural capital in explaining life satisfaction at the country level: Toward a National Well-Being Index (NWI) *Ecological Economics*, 58, pp.119-133.

Warren M F. (1990). Attitudes to change, training and advice. *Farm Management*, 7 (4), pp.199-208.

Warren M F. (1998). *Financial Management for Farmers and Rural Managers*. Blackwell Science Ltd, Boston.

Wilson G A & Hart K. (2001). Farmer Participation in Agri-Environmental Schemes: Towards Conservation-Orientated Thinking? *Sociologica Ruralis*, 41 (2), pp.254-274.

Appendix B

Key Milestone & associated deliverable	Date	Notes
Initial call with contractors and NE/Defra/EA steering group	Early Oct 2018	
Stage 1 evidence review starts	Early Oct 2018	
Agree final structure and broad themes with project steering group	By End Oct 2018	
Interim update phone conversation	early Nov 2018	
Report draft for comment	end November 2018	Narrative form to include full evidence review and recommendations for Stage Two.
Initial recommendations for AES pilots	end November 2018	
Interim Stage 1 invoice (50%)	By 30 November 2018	After submission of draft report (narrative form)
Phone discussion with NE social science team about findings	December 2018	
Submit final report and recommendations for Stage Two	By end January 2019	According to any NE style guidance, incorporating comments from project steering group & any expert panel peer reviewers, encompassing findings from all elements of Stage 1 and full bibliography.
Online presentations of findings	January 2019	Plus creation of slide pack
Discussion of findings with project steering group & NE/Defra Social Science expert panel	January 2019	In London
Invoicing remainder of Stage 1 payment (50%)	By 14 February 2019	On acceptance of final report and presentations

Stage 2 - Draft of methodology to project steering group for comment	end Feb 2019	
Presentation to and discussion with Steering Group and expert panel via webinar	mid-March 2019	
Submit final proposed methodology	end March 2019	
Invoicing Stage 2	by 31 March 2019	On acceptance of final methodology
Contract review and option to extend via CCN for Stage 3 subject to satisfactory performance of stages 1 & 2 and availability of funds		
Stage 3 testing	April – August 2019	
Draft report	September 2019	for comment by project steering group
Discussion of findings project steering group and NE & Social Science expert panel	autumn 2019	Attendance of one contractor project steering group member required at steering group/expert panel meeting
Final report	November 2019	Plus final recommendations for AES pilots
Discussion of findings with project steering group & NE/Defra Social Science expert panel	November 2019	In London
Online presentations of findings	November or December 2019	Plus creation of slide pack
2-page summary of the whole project	December 2019	
External peer-review for the final reports from each stage x2	December 2019	See Annex 4 for template
Stage 3 invoicing	January 2020 (before 31 March 2020 at latest)	

SCHEDULE 2 – PRICES

Total for 2018/2019 (Stages one and two) - £44,076 (+VAT)

Total for 2019/2020 (Stage three IF CONTRACT EXTENDED) - £34,200 (+VAT)


Deliverable	Staff member	Grade	Day rate	Number of days	Other costs (detailed)
Stage one final report & recommendations for best-practice guide for design and monitoring and evaluation of future AES pilots		Reader			
		Reader			
		Reader			
		Professor			
		Research Assistant			
		Researcher			
		Professor			
Production of slide pack – stage one findings		Reader			
		Research Assistant			
Delivery of stage one presentation to steering group/expert panel meeting		Reader			Travel costs
		Reader			Travel costs
Delivery of stage one webinar presentation		Reader			
Stage two final methodology		Reader			Travel costs: 4 local advisory visits
		Reader			
		Reader			
		Professor			
		Research Assistant			
		Researcher			
		Professor			
Discussion/presentation of stage two outputs with steering group/expert panel meeting via webinar		Reader			
		Reader			
Stage three – testing of methodology in association with NE staff		Reader			Travel costs: 20 visits per visit =
		Reader			
		Reader			
		Professor			
		Research Assistant			
		Researcher			

	████████	Professor	██	█	
Stage three final report	██████	Reader	██	█	
	██████	Reader	██	█	
	██████	Reader	██	█	
	████████	Professor	██	█	
	██████████	Research Assistant	██	█	
	██████	Professor	██	█	
Final recommendations for best-practice guide for design and monitoring and evaluation of future AES pilots	██████	Reader	██	█	
	██████	Reader	██	█	
	████████	Professor	██	█	
Delivery of stage three presentation to steering group/expert panel meeting	██████	Reader	██	█	Travel costs ████
	██████	Reader	██	█	Travel costs ████
Delivery of stage three webinar presentation	██████	Reader	██	█	
	██████	Reader	██	█	
2-page summary of the whole project	██████	Reader	██	█	
Procure 2 external expert reviewers			██	█	████
Steering group/expert panel meetings costs x3		Exeter travel	██	█	████
		Cheltenham	██	█	
		Nottingham	██	█	
		Bristol	██	█	
		Sandwich lunch/teas/coffees	██	█	
Field hardware -voice recorders x 3			██	█	████
Field hardware - microphones x 3			██	█	████
Total personnel costs					70,350
Total Other costs					7,926
Total					78,276

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:

DGC.GDPR@defra.gsi.gov.uk
3. The contact details of the Supplier Data Protection Officer are:


CCRI University of Gloucestershire
Francis Close Hall
Swindon Road
Cheltenham
GL50 4AZ
4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.3.
Subject matter of the processing	Verbal responses (to be transposed to word documents) from Farmers to a variety of social factors affecting their farm work and/or interaction with the general public, <i>inter alia</i> .
Duration of the processing	Largely from contract start till 31 Mar 2019. There may be additional information gathering from the period 01 Apr 2019 to 31 Mar 2020 as proposed methodology to monitor such views is developed.
Nature and purposes of the processing	Information gathering is intended to be achieved via face to face interviews with responses captured on digital voice recorders. These response will be transposed/recorded on Word documents. The findings from these will be summarised in completed final project reports.

Type of Personal Data	Data collected is likely to include names, addresses, contact details.
Categories of Data Subject	Owner/Occupiers of farmed land subject to Agri-environment schemes ie Farmers.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will be retained by Natural England.