



# **Conditions of Contract**

## **England Green Infrastructure Database, Analyses and Maps - Urban Habitat and Naturalness Mapping Pilot**

### **Short Form Services**

**October 2021**

THIS CONTRACT is dated 25 October 2021

BETWEEN

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

2Excel geo of Tiger House, Northampton, Northamptonshire, NN6 0BN (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](http://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 25 October 2021 (the “Commencement Date”) and ends on 31 March 2022 (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 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 and as set out in the specification.

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 0 months.

## **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.

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.

## **SCHEDULE 1 - SPECIFICATION OF SERVICES**

### **SPECIFICATION OF REQUIREMENTS**

#### **1. Background**

1.1 Delivering a National Framework of GI Standards is a commitment in the Government's 25-year Environment Plan (25YEP) and Natural England is leading a project to develop the Standards and Guidance for launch in Winter 2020/Spring 2021.

1.2 The aims of the GI Standards Project are:

- To mainstream GI as essential infrastructure in place-making, and in associated planning and land use decisions.
- to deliver more good quality, interconnected GI, at a local and landscape scale, that provides the multiple benefits communities need and want, consistently across England, and in particular for disadvantaged urban populations.

1.3 Natural England is working closely with Defra and 35 senior GI stakeholders to ensure that the Framework can be easily used by GI planners, designers, developers, local planning authorities, communities, and parks and other land managers.

1.4 During 2020/21, work was undertaken to develop the first iteration of a Green Infrastructure mapping database. This work focussed on creating maps and data of Green Infrastructure Typologies (Asset Maps) and a suite of analyses looking at accessibility.

#### **2. Content of Version 1.1 of the England National Green Infrastructure Database, Analysis and Maps.**

2.1 Work during 2020/21 has established a first version of the England National Green Infrastructure database, analysis and maps (V 1.1) and has involved the development of a range of definitions, use of typologies, approaches to analysis and mapping and presentation that this contract will expand in terms of scope and content.

2.2 Access to the current database and analyses will be provided at the start of contract because the Urban Habitat and Naturalness maps will be intended to provide an underpinning spatial framework that articulates the component elements of the Green Infrastructure Assets that have already been mapped and the one will need to align with the other.

2.3 The content of V 1.1 of the GI Database briefly comprises;

- Green Infrastructure Asset map - Combined Green and Blue Infrastructure resources map (this is not a comprehensive map of all green and blue land

cover and is currently limited by typological content and geographic scope of source data).

- Greenness and Greenness Grid for urban areas.
- All Accessible Green Infrastructure.
- Assessments of 6 Accessible Natural Green Space Standards.
- Woodland (Non-accessible, accessible and accessible by linear rights of way).
- Public Rights of Way Network (as published by Highways Authorities) and PRow Density.
- Private Garden Space (urban areas).
- Access to Natural Green Space Inequalities maps.
- Nature Close2Home for Children and older people.
- Blue Infrastructure Network and Access to Waterside Analysis.
- Socio – economic data and statistical maps (including population, population density, IMD, Ethnicity, mental health, limiting long term illness, obesity etc).
- Data tables at range of scales.

2.4 Depending on the geographic scope of the source data, GIS layers, statistical maps and data tables have been developed at scales England National, County/combined Authority, District/Unitary, MSOA and LSOA levels.

### 3. Purpose

3.1 This contract will develop and trial the application of a method to Urban Habitat and Naturalness Mapping that over time will generate new content for the database that may form part of future iterations.

3.2 The England Green Infrastructure Database is intended to provide a national baseline evidence resource on Green Infrastructure in England and to support the emerging National Framework of Green Infrastructure Standards.

3.3 Local authorities and others may use the content of the database for planning, monitoring and evaluating the provision of GI including creating a baseline of GI provision. In particular, the maps and analyses are intended to inform the development of local plans and policies, GI strategies, and to engage stakeholders, including developers and communities, to help identify priorities for GI enhancement and creation.

**3.4 The purpose of this work will be to establish a practical method to Urban Habitat and Naturalness mapping using areas of urban England. The mapping of Urban Habitats will use Earth Observation data and be applied in 3 “pilot” mapping locations. The pilot locations will be Plymouth, Manchester City (District only, NOT Greater Manchester) and Cambridge.**

**3.5 The results of the pilot mapping will be used to develop a longer term programme of developing Urban Habitat Maps for all of Urban England.**



**3.6 These first areas will be pilots for developing a mapping approach that will be capable of being scaled up for application across all of urban England over time.**

3.7 The contract will start on 25 October 2021 and end on the 31 March 2021.

#### **4. Contract objectives**

**4.1 Commercial Pricing must not be included within your Technical Commission, but instead be uploaded as your Commercial submission.**

4.2 The project will be in two parts;

4.3 Part 1 - Develop and trial a methodology (using Earth Observation data and techniques) for the creation of Urban Habitat Maps in selected pilot locations, that will be capable of longer term scaling up and roll out across all urban areas of England in due course.

4.3.1 Urban Habitat Maps are intended to provide an ecologically focussed underpinning spatial framework to the existing Green Infrastructure Typology Maps. They will permit a more detailed understanding of the habitat constituent components of the broader Green Infrastructure Types (spaces). They will form the basis of understanding the ecological elements of Green Infrastructure Quality (condition). They will utilise a framework of "Urban Habitat Classes" set out in annex 1 to create the final Urban Habitat Maps.

4.3.2 The Earth Observation data to be used, assessment locations and habitat classes to use will be agreed with Natural England at the start of the contract and made available to the contractor under licence. However, annex 1 provides an initial list of habitat classes that will be used to inform the final selection to inform data collection and training.

4.3.3 In addition, the contractor will be provided under PSGA contractor license, access to the full version of the V1.1 Green Infrastructure Mapping containing both open and non-open data.

4.4 Part 2 – To develop and trial a methodology to create Naturalness maps (applied to the pilot Urban Habitat Maps) that will be capable of longer term roll out across all future Urban Habitat Maps across England in due course.

4.4.1 Naturalness is intended to be one of the key criteria that will be used to understand Green Infrastructure Quality. Tenders should outline a proposed approach to defining and mapping Naturalness. The detailed approach for trialling will be approved with the Project Management Group at the inception meeting (this may involve an agreed later approval point in the contract timetable if required).

- Natural Ecosystem Function – information on thinking regarding this is included in Annex 1.

- Level of Management Intervention / Perceptual character (similar to the current approach to Naturalness set out in Nature Nearby (see Annex 1).
- Structural Diversity.
- Vegetational Diversity / degree of mosaic or homogeneity.

4.4.2 Both Structural Diversity and Vegetational Diversity are likely to require identification using the Earth Observation data used for the Urban Habitat Maps or other suitable data to be agreed at the start of contract.

4.4.3 The overall aim of this contract is thus to create a means of understanding and mapping the ecosystem aspects of Green Infrastructure Quality.

## **5 Geographical Scope**

5.1 The longer term intention is to create Urban Habitat and Naturalness Maps for all of those areas within V1.1 of the Green Infrastructure database that have been classified for the purposes of the mapping project as “urban”.

5.2 However, the focus of interest will be those areas that are not only identified as “Urban” for the overall mapping, but specifically those parts of the “urban” areas that are covered by OS Mastermap Green Space data (these are not quite coincident). This area (referred to as Area Covered by OSMM Greenspace – OSMM Urban) will be provided at the start of contract.

5.3 The contract is to develop and trial a methodology that will be capable of scaling up and rolling out across all the (OSMM Urban) area in due course.

5.4 For this contract therefore, there will be 3 pilot areas (selected to be different types of urban settlement) to trial the development of the mapping methodology and these will be Plymouth (Coastal Urban Settlement), Cambridge (Historic City in Growth Area) and Manchester City (Urban Conurbation Core), this will be the City of Manchester and NOT Greater Manchester.

5.5 It is possible that the data to be used may not cover all of the urban areas and for the purposes of trialling only those parts of the pilot areas covered by data will be mapped. This will be confirmed at the start of contract.

## **6 Digital Maps**

6.1 All Digital maps will be provided in ESRI file geodatabase (attributes/database fields with meaningful names where possible under 10 characters in length to facilitate easy conversion to shapefile) so that they can be slotted into the structure of the existing Version 1.1 database and be capable of being downloaded, supplemented and updated by local authorities or other stakeholders such as developers and communities. File geodbs can have long field names but conversion to shapefile truncates them to 10 characters (File gdfs are essentially a folder that contains datasets called feature classes. It is one of ESRI’s currently supported formats.)

6.2 Any required digital maps to also be provided as pdfs.

6.3 All source layers should be captured against OS MasterMap to which Positional Accuracy Improvement has been applied but it is acknowledged that the Contractor will not be in control of this aspect.

6.4 Metadata should be captured to [UK Gemini 2.1](#) and [INSPIRE](#) standards.

6.5 The outputs of this contract (or derived product if not using open data) once merged with the existing content of Version 1.1 will be made publicly available via an online portal (in development) and the contractor will be expected to liaise with the contractor responsible for the portal's development and to provide the data, analysis and any digital maps in formats compatible with the developing online portal.

**6.6 Note on use of data – The Green Infrastructure Mapping V 1.1 PSGA version will be provided under PSGA contractor licence terms at the beginning of contract. The GI mapping will provide a broad class / typological spatial framework for the Urban Habitat Maps. Earth Observation data to be used is likely to be Worldview 2 and 3 and LIDAR, access to the data will be provided by Natural England at the start of contract. We also anticipate the use of some Sentinel 2 data.**

## **7 Colours and coding of typologies etc**

7.1 The Contractor will agree with Natural England draft proposals for the display of themes and categories (symbolology) on the mapping prior to creating the final outputs.

## **8 Scales of Analyses**

8.1 As part of the project reporting, statistical data will need to be provided (scope to be agreed at mid-project review) that will set out by Total Ha, Ha per 1000 people, % area covered for both Urban Habitat Types and Naturalness factors.

8.2 Analysis of GIS data will be required at the following scales (subject to data availability, coverage and geographic scope):

- Total for the area covered by the pilot mapping).
- Middle Layer Super Output Area (as within geographic scope).
- Lower Layer Super Output Area (as within geographic scope).

## **9 Publishing the data**

The resulting GIS data outputs may be published by Natural England, who will undertake 'Presumption to Publish' as needed. A selection of the products may be made available as open data through the developing online portal and/or via other online portals provided by Natural England and/or Defra. Some of the analyses may not be published as open datasets, but may be used for monitoring and evaluation

by Defra and Natural England who will own the intellectual property for the outputs. Analyses using non-open data may (subject to licence agreement terms and conditions) be made available as a “derived product” as open data.

## **10. Concise Report**

A final short written report detailing the activities and analysis undertaken should be provided to the Natural England Project officer, following the guidelines found here; [NECR/NERR Writing Guidance - Publishing \(NECR000\)](#).

The contractor should be aware that the data and any report produced will be made available by Natural England on an Open Government Licence (subject to data licence requirements). The report may be published on the Natural England Access to Evidence Catalogue.

## **11. Detailed Description of Tasks**

### **11.1 Task 1. Urban Habitat Map generation.**

**Purpose – To develop and trial a methodology (using Earth Observation data and techniques) for the creation of Urban Habitat Maps in selected pilot locations, that will be capable of longer term scaling up and roll out across all urban areas of England in due course.**

Actions to include;

- Task 1.1 – Develop and agree with the Project Management Group on the approach that will be taken to Urban Habitat Mapping, including limitations of the Earth Observation data being used, need to blend Earth Observation data with the Green Infrastructure data. This will include finalising the Detailed Habitat Classes that will be included. An outline draft of potential classes to be used is attached at annex 1.
- Task 1.2 – Undertake field survey to collect training and validation data for the mapping. Consider the scale of field work required and limitations to what can be collected.
- Task 1.3 – Undertake initial “Trial” mapping in a selected urban trial area (to be agreed at start of contract) and present to the Project Management Group for initial approval to proceed.
- Task 1.4 – Apply approved approach to other selected Urban Habitat Mapping pilot areas.

Total Estimated Task 1 time – 40 days.

## 11.2 Task 2. Naturalness Mapping.

**Purpose – To develop and trial a methodology to create Naturalness maps (applied to the pilot Urban Habitat Maps) that will be capable of longer term roll out across all future Urban Habitat Maps across England in due course.**

- Task 2.1 – Develop and agree with the Project Management Group an updated conceptual approach to Naturalness that brings together the key underpinning characteristics that are to be used in the proposed approach.

Naturalness as a factor describing one aspect of Green Infrastructure Quality has been around for over 10 years and was last established conceptually in the publication Nature Nearby ([nature\\_nearby.pdf \(ukmaburbanforum.co.uk\)](http://nature_nearby.pdf.ukmaburbanforum.co.uk)).

The application of the approach to Naturalness has been applied in the current V1.1 of the Green Infrastructure maps. However, in applying the existing approach the desire to have an updated approach to suit mapping Green Infrastructure has emerged. This task will develop an updated conceptual approach to naturalness that will permit mapping that is more responsive to the structural variability of Green Infrastructure Spaces. It is proposed that this may mean bringing together multiple factors reflecting on the ground conditions with respect to;

- Natural Ecosystem Function (see annex 1)
  - Level of Management Intervention / Perceptual character (see Nature Nearby – link in Annex 1)
  - Structural Diversity.
  - Vegetational variability / degree of mosaic or homogeneity.
- Task 2.2 – Trial out proposed approach to mapping Naturalness in one of the selected trial areas and agree with Project Management Group on approach to roll out following lessons learned.
  - Task 2.3 – Apply agreed Naturalness Mapping method to areas covered by the pilot Urban Habitat Maps.

Total Estimated Task 2 time – 12 days.

## 11.3 Task 3. Reporting.

- Task 3.1 Report covering methods used and key conclusions of mapping trials, assessment of methodological limitations and proposals for larger scale roll out and application and provision of output data and meta data to Natural England.
- Task 3.2 End of project training webinar to Project Management Group and external stakeholders as identified by the Project Management Group. Provision of slides and any materials used in the training webinar to Natural England to facilitate future training.

Estimated task time – 4 days.

**Total project estimated task time – 56 days.**

## **OUTPUTS AND CONTRACT MANAGEMENT**

### ***Governance and Management***

The GI Standards Project is delivered by Natural England for Defra. The contract will be managed by Natural England, reporting to the Project Steering Group, which meets every 8 weeks and / or at key milestones.

Members of the Steering Group may be invited to attend the end of contract workshop but the contractors will **not be** required to attend the Green Infrastructure Standards Project Steering Group.

All GIS products and analyses will need to be signed off by Natural England (NE).

1. In order to ensure that this contract delivers the intended outputs on time and to budget, the following will be required:
  - a) An inception meeting will be held with the Project Management Group at the start of the contract.
  - b) The Contractor shall nominate a Contract Manager to be responsible for the overall delivery and quality of the GI Standards Project contract by their organisation. The principal responsibilities of the Contractor Manager are to:
    - i. Develop and maintain a good working relationship with the Natural England Project Manager and other members of the Project Steering Group.
    - ii. Attend and provide updates to a fortnightly progress telephone call with the Natural England Project Manager and other members of the Project Steering Group. Ensure prompt implementation of any actions agreed with the Project Manager during these meetings.
    - iii. Maintain oversight of performance against Milestones.
    - iv. Maintain a documented internal quality assurance process for monitoring the quality of services delivered.
  - c) At the commencement of the project, the Contractor will identify the key risks to delivery, as defined by their own project plan and clearly set out how these risks will be managed.
  - d) Once these key risks and mitigation measures have been identified, they are assessed by the supplier on a fortnightly basis and their status reported to the Natural England Project Manager via regular progress meetings.

- e) The risks associated with the use of any sub-contracted work force must be comprehensively addressed.

The fortnightly update on progress will include a review of the key risks to delivery. If necessary, the key risks are to be updated and mitigation measures changed accordingly.

## **CONTRACTOR & NATURAL ENGLAND / Defra MEETINGS**

2. As stated above an inception meeting will be held following notification of successful tender.
3. Fortnightly Progress meetings (by call) will be held to review progress, address issues and problems and review and agree and require risk management actions.
4. A mid-contract review meeting (by Teams) will be held prior to applying the methods to Urban Habitat Mapping and Naturalness Mapping once the outcomes of trialling are known and to agree any go forward to mapping roll out.
5. At the end of the project, a final training workshop (by Teams Meeting) will be held for the Project Management Group and any nominated participants (to be provided by the Project Management Group).
6. A final outputs delivery meeting (by call) will be held at the end of contract to sign off delivery and consider lessons learned.

## ***Ways of Working***

7. The Contractor, Natural England, and their partners will work together efficiently and effectively to provide a wide range of high quality, value-for-money outputs.
8. All parties to the contract are required to commit to a relationship of openness, honesty and mutual trust.
9. The Contractor, Natural England, and other project partners shall:
  - make a sincere effort to understand each other's obligations, goals, expectations, duties and objectives in respect of the framework agreement
  - work at all times within a spirit of co-operation to ensure the delivery of the services to the standards stipulated
  - resolve differences that may arise by discussion and negotiation, wherever possible
  - communicate clearly and effectively, and in a timely manner, on all matters relating to the framework agreement
  - give an early warning to the other party of
    - any mistake, discrepancy or omission that they become aware of, and offer fair and reasonable solutions, where practicable

- any matter that they become aware of that could affect the achievement of any objective, obligation, or the like contained in the framework agreement.

10. Furthermore, the Contractor shall:

- act with the utmost good faith towards, and at all times co-operate with, Natural England, Defra and their partners;
- comply with all Natural England's reasonable requirements in relation to the services from time to time;

The Project Management Group will include the contractor, Natural England and potentially invited partners from across the Defra group.

## **Reporting Requirements**

11. The Contractor will incorporate into their work plan regular updates (every 4 weeks) to the Authority' project officer via email, phone conversation and or face-to-face (where necessary) to report on progress, raise any concerns, suggest areas for development, and indicate if any delays are expected. The 4 weekly report should include (but is not limited to) 1) a Quality Assurance and Quality Control report; 2) days worked by each Project team member, and associated days rates including Travel and Subsistence and any other expenditure and, (in the final report only) 3) travel log; numbers of telecoms number of journeys by public transport and by car. These updates should occur at least fortnightly and more frequently during critical stages of the project.

12. The Contractor must also plan to provide a report on the scope and at the end of each stage of the project detailing the work undertaken and any proposals for the ensuing stages. These will be considered project deliverables alongside the tool, tool documentation and user training.

## **Intellectual Property**

13. The ownership of Intellectual Property (IP) developed within the scope of this Project shall be vested in the Authority, Natural England. All Results of this Project will be become the property of the Authority.

14. The attention of the Contractor is especially drawn to this section. Natural England asserts complete ownership of the intellectual property rights to the following:

- Any software developed/upgraded by the Contractor in the course of performing the contract for the purpose described therein;
- Any documentation produced by the Contractor in the course of performing the contract for the purpose described therein;



- Any outputs Including all digital and GIS outputs produced by the Contractor in the course of performing the contract for the purpose described therein and all materials subsequently produced using the outputs.

15. The Contractor will hand over the outputs and any supporting software/tools to the Authority in a form that is fully operational and free from any user restrictions (especially passwords).

## SUMMARY OF DELIVERABLES

16. The summary of deliverables below does not set out all the details of tasks, however, these are provided earlier in the specification in the requirements section. The Contractor should assume that all the details of tasks and deliverables that are set out in the requirements section are included in the deliverables below. The Table below the summary sets out the milestone for each deliverable.

17. The overall deliverables for this contract are:

- Data, Analysis and Digital maps provided in ESRI file geodatabase (attributes/database fields with meaningful names where possible under 10 characters in length to facilitate easy conversion to shapefile) or spreadsheet for data outputs.
- Charts and spreadsheets for each tasks as specified
- A report setting out methods used, approaches to analysis taken and findings as outlined in each task and as part of Task 4 reporting.
- A final training webinar for the Project Management Group and invited participants (as nominated by the Project Management Group) with the presentations and any materials used for the training workshop to be provided to Natural England and Defra at the end of the contract.

18. The written report should be made available in word and pdf formats in a format agreed with NE/Defra.

## 19. Summary of key milestones and deliverables.

Summary of Contract deliverables and Completion Dates	
Task and Deliverables	Completion Dates
Task 1 – Completion of pilot Urban Habitat Maps.	31 <sup>st</sup> March 2022
Task 2 – Completion of Urban Green Infrastructure Naturalness Maps,	31 <sup>st</sup> March 2022

Task 3 – Completion of reporting requirements – report, training webinar and materials and output provision to Natural England.	31 <sup>st</sup> March 2022
---	-----------------------------

## Table of Deliverables - Milestones

20. This contract has 4 milestones as shown in the tables below

Milestone	Date
1	October 2021 – Inception meeting to agree task methods and approaches.
2	December 2021 – Mid-term review workshop to agree roll out of Urban Habitat and Naturalness mapping approaches.
3	Training workshop – February 2022.
4	By 31 <sup>st</sup> March 2022 – Delivery of project outputs and end of project lessons learned review.

## TIMESCALE OF INCEPTION AND WRAP UP MEETINGS

21. Inception meeting will be held by conference call on a date in October 2021 to be confirmed but as soon after contract award as possible.

22. Training Webinar for the Project Management Group and any nominated participants during February 2022 and contract completion by 28<sup>th</sup> February 2022 (final outputs delivery and lessons learned project review).

## FORMATS OF REPORTS AND DIGITAL COPIES

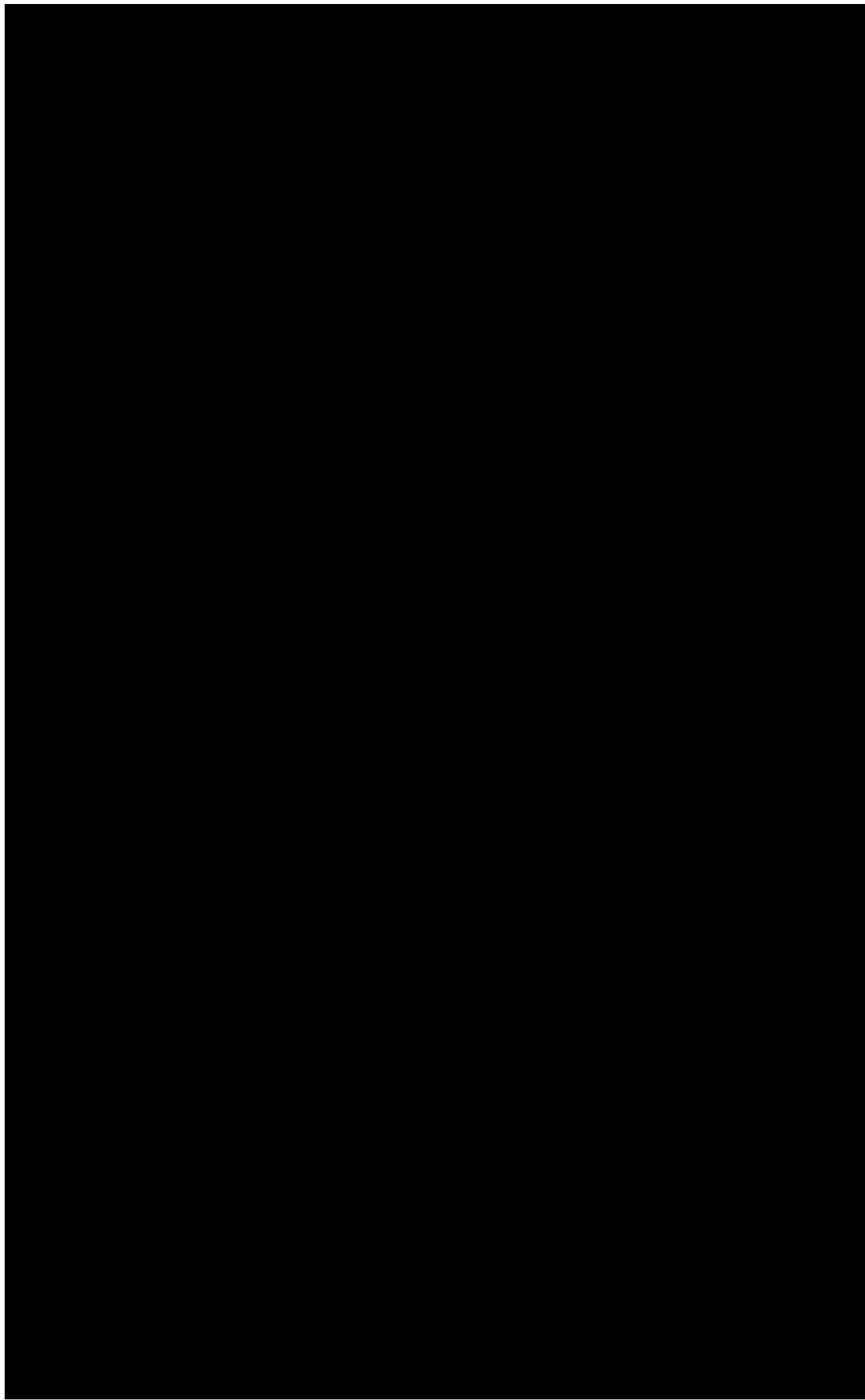
23. Any and all reports and written outputs of the Contract should be provided in A4 white 80g paper bound versions (plastic spine) and digital (Word) versions. 4 paper copies of all reports should be provided. Any presentations should be provided in PowerPoint.

24. Digital reports should be emailed to the Project Officer. Paper bound copies (if required) should be sent by post to the project officer at Area 5A, Nobel House, 17 Smith Square, London SW1P 3JR.

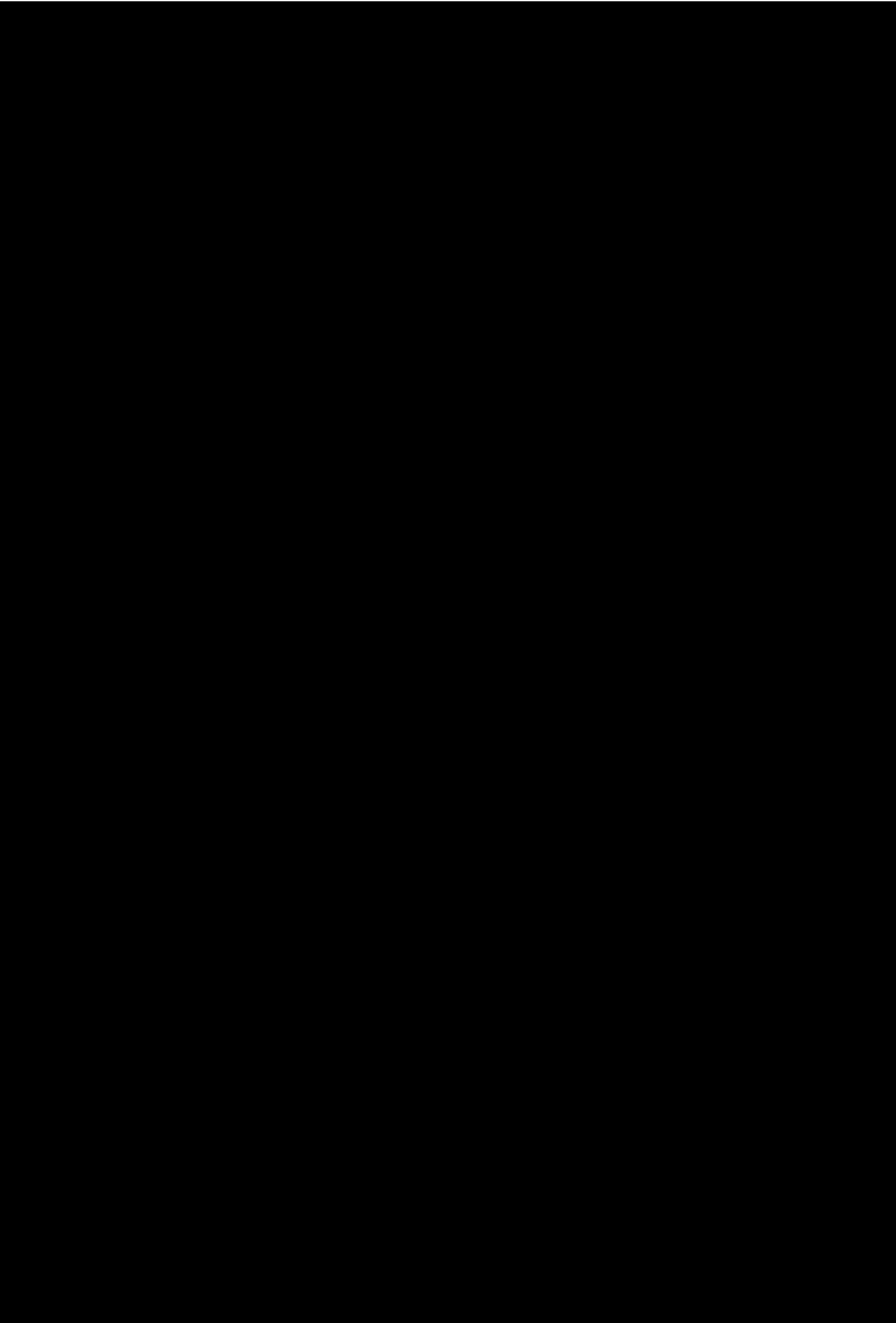
## SCHEDULE 2 - PRICES

**Total cost excluding vat £35,050**





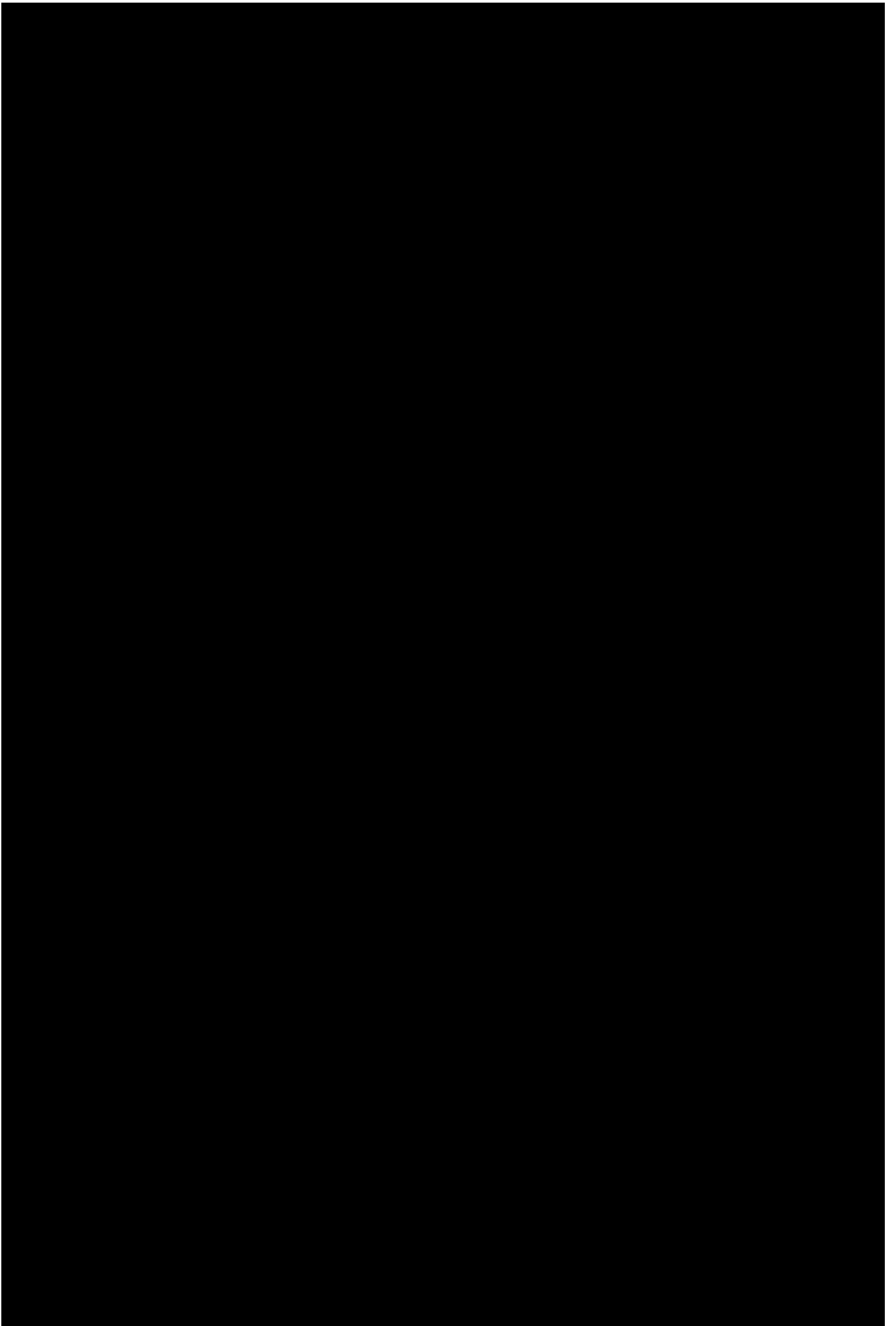








The first of these is the *Journal of the American Medical Association* (JAMA), which has been a leading voice in the medical profession for over a century. It is a weekly publication that covers a wide range of topics, from clinical medicine to public health. The second is the *New England Journal of Medicine* (NEJM), which is a leading journal in the field of clinical medicine. The third is the *Lancet*, which is a leading journal in the field of public health. The fourth is the *British Medical Journal* (BMJ), which is a leading journal in the field of clinical medicine. The fifth is the *Annals of the New York Academy of Sciences* (ANAS), which is a leading journal in the field of public health. The sixth is the *Journal of the Royal Society of Medicine* (JRM), which is a leading journal in the field of clinical medicine. The seventh is the *Journal of the Royal Society of Public Health* (JRSPH), which is a leading journal in the field of public health. The eighth is the *Journal of the Royal Society of Tropical Medicine and Hygiene* (JRSTMH), which is a leading journal in the field of tropical medicine. The ninth is the *Journal of the Royal Society of Medicine* (JRM), which is a leading journal in the field of clinical medicine. The tenth is the *Journal of the Royal Society of Public Health* (JRSPH), which is a leading journal in the field of public health.



the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

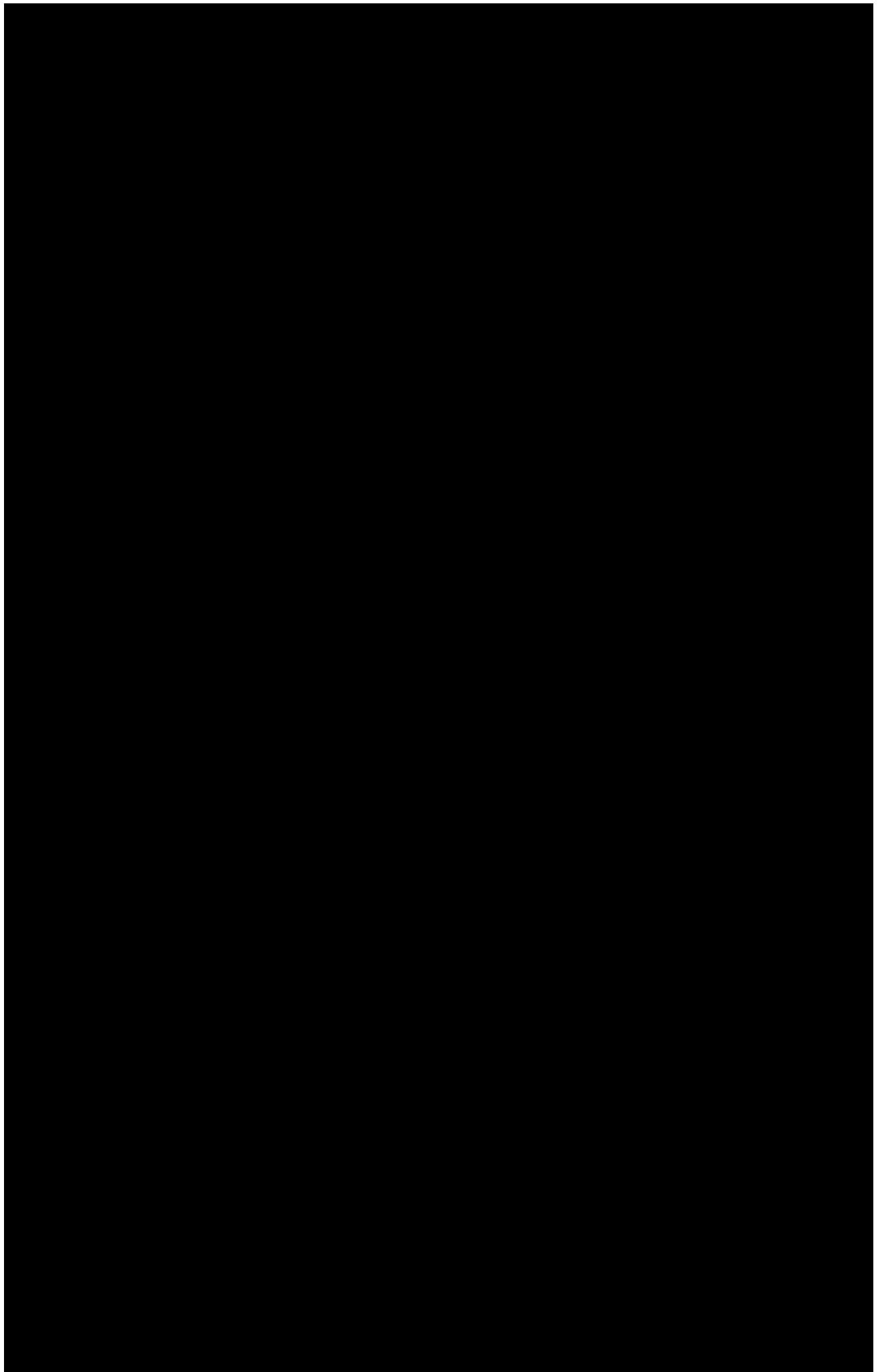
The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

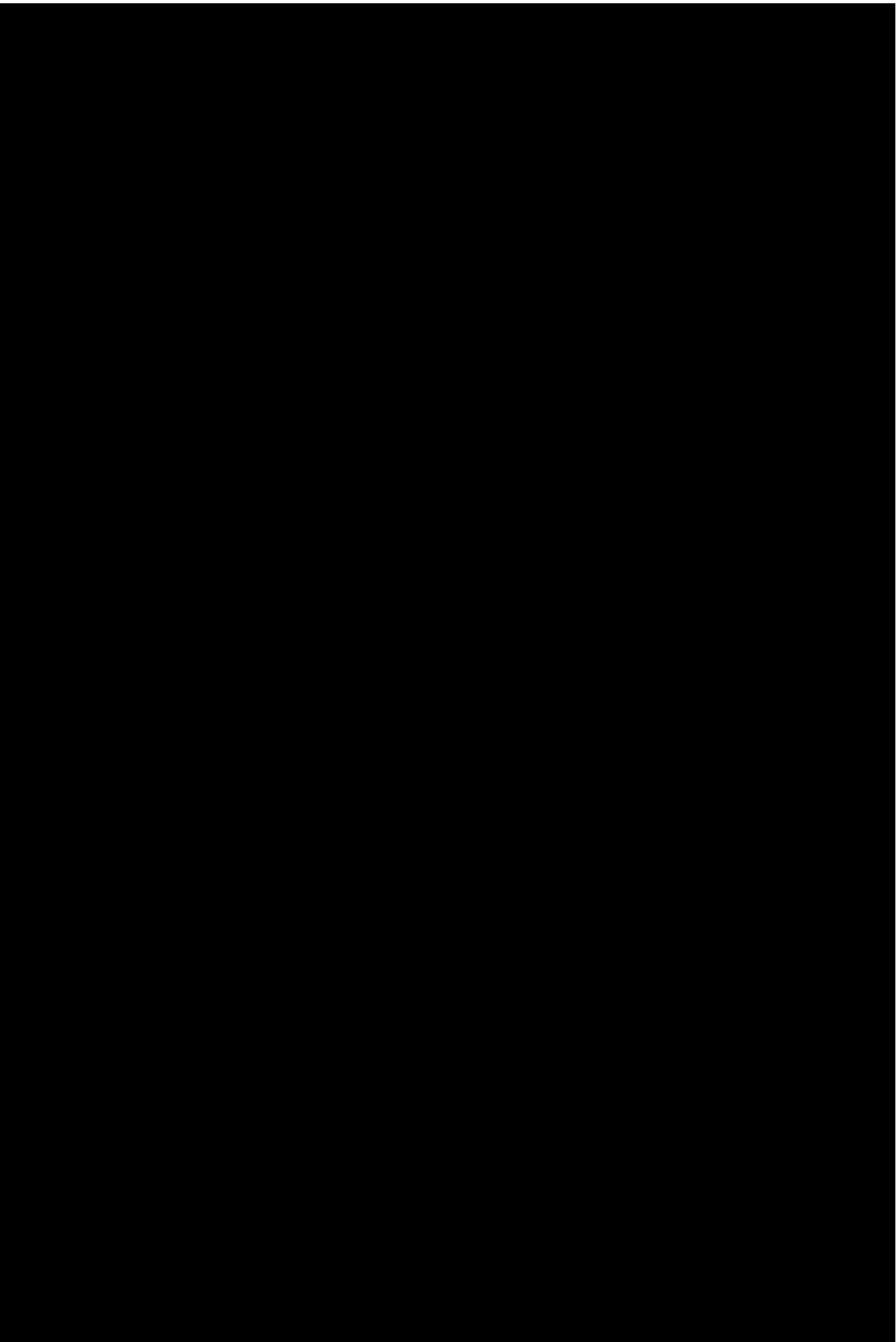
The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

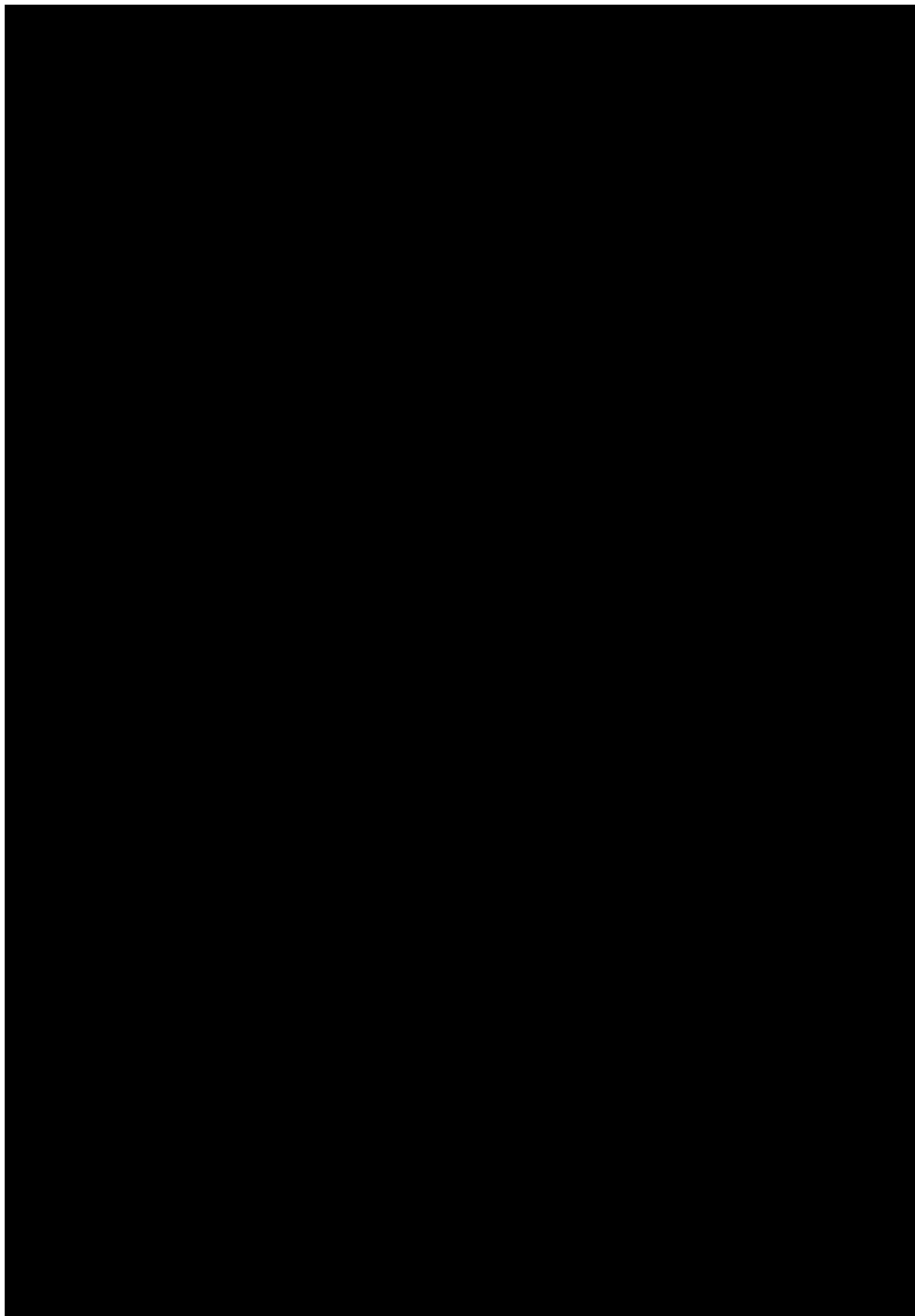
The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the economy. The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the economy.



\_\_\_\_\_









the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million (1990–1999) and the number of people in the public sector has increased by 2.5 million (1990–1999). The public sector has become a major employer in the UK, and its growth has been a major factor in the overall growth of the UK economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy.

The public sector has also become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy. The public sector has become a major provider of social services, and its growth has been a major factor in the overall growth of the UK economy.



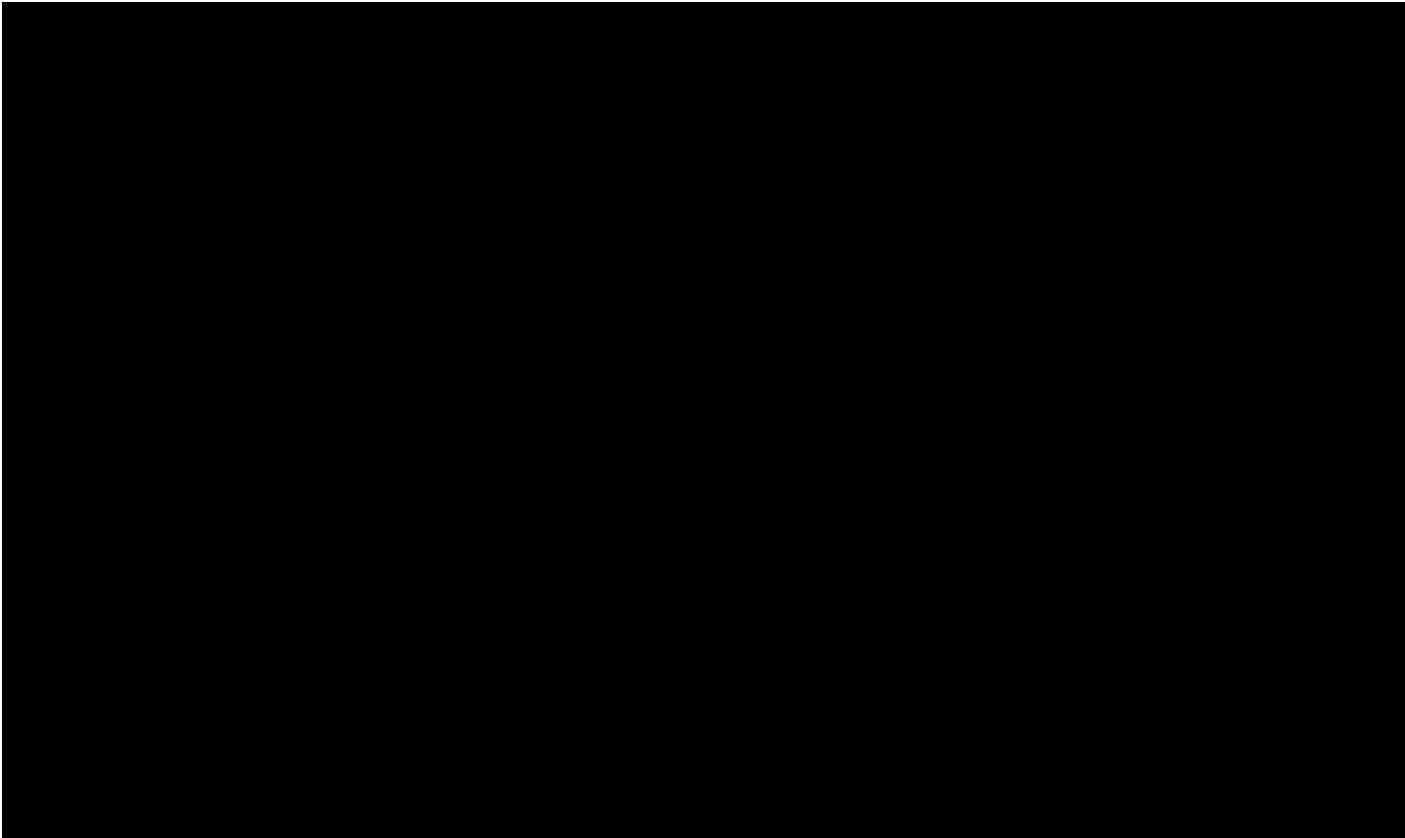




[The following text is a dense, continuous block of blacked-out content, likely representing a redacted document or a placeholder for a full-page image. It contains no legible text or figures.]









### 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:

[REDACTED]

3. The contact details of the Supplier Data Protection Officer are:

[REDACTED]

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.

<b>Data Processing Descriptor</b>	<b>Narrative</b>
<b>Identity of the Controller and Processor</b>	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.
<b>Subject matter of the processing</b>	The processing of data is needed to ensure the Supplier can fulfil its contractual duties and deliver the services to Natural England required.
<b>Duration of the processing</b>	For the duration of the contract.
<b>Nature and purposes of the processing</b>	The nature of the processing will be in accordance with and to facilitate the delivery of the contract.
<b>Type of Personal Data</b>	Landowner details and their access permissions.
<b>Categories of Data Subject</b>	As above.
<b>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</b>	The Supplier will retain data for the minimum required time. The timing to return or destroy any data will depend on the contract or permitted reason for entering into the relationship and would be in accordance with the Supplier's project plan. This is likely to be a maximum of three or six months from the completion or termination of any contract or permitted reason. Data will be destroyed in line with the terms of the Contract.