



# **Conditions of Contract**

**Evaluation of the Effectiveness of the  
Beta Environmental Benefits from  
Nature Tool as a Natural Capital  
Decision-support Tool.**

**ECM 62335**

**September 2021**

THIS CONTRACT is dated 14th September 2021

## BETWEEN

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

Collingwood Environmental Planning Limited of 37 Queen Square, Bristol, BS1 4QS (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 14<sup>th</sup> September 2021 (the “Commencement Date”) and ends on 31<sup>st</sup> 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 at contract end 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 six 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.

14.3. 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 main terms of the Contract (pages 1 to 15);
- b) 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

### ENVIRONMENTAL BENEFITS FROM NATURE TOOL EVALUATION

#### Background to Natural England

Natural England are government's adviser for the natural environment in England, helping to protect England's nature and landscapes for people to enjoy and for the services they provide. A list of its responsibilities can be found at: <https://www.gov.uk/government/organisations/natural-england/about>.

The following specification is designed to support Natural England's Planning and Net Gain team provide evidence as part of Natural England's work to support the 25 YEP commitment to expand net gain approaches to include wider natural capital benefits.

#### 1. Introduction

This project seeks to deliver the recommendations of **Creation of an Evaluation Framework for the Environmental Benefits from Nature Tool** to deliver a series of in-depth case-studies and analysis to evaluate the performance of the Beta Release of the Environmental Benefits from Nature Tool (EBN). The work will require the co-ordination and evaluation of 20-30 in-depth case-studies representing different uses of the tool across the development spectrum. The successful bidder will be expected to design an evaluation approach (making best use of the evaluation framework provided); co-ordinate information collection from across the sample of projects provided, conducting interviews with key staff and stakeholders and analyse and evaluate the results – alongside those from a wider user questionnaire - to produce a final report and additional materials to disseminate key findings.

#### 2. Background

The Beta version of the [Environmental Benefits from Nature \(EBN\) tool](#) was publicly released on 7th July 2021 and forms part of Natural England's contribution to Defra's work on Environmental Net Gain policy and supports government's 25 Year Environment Plan commitment to *expand net gain approaches to include wider Natural Capital benefits such as flood protection, recreation and improved water and air quality*.

The spreadsheet tool provides voluntary decision-support to enable wider benefits for people and nature from habitat change. It has been designed to work alongside Biodiversity Net Gain (BNG) at a variety of scales to help achieve improved environmental outcomes through better consideration of the services that nature provides. To do this it compares anticipated ecosystem service provision from habitats present before development with those planned after – indicating likely change across 18 services (ranging from recreation to carbon storage).

Potential users include environmental consultants, house building and infrastructure developers, local authorities working on Green Infrastructure, providers of offsite biodiversity units, and other habitat-led projects looking to consider wider benefits. The EBN tool is expected to be of particular interest to those seeking to align projects with Environmental Net Gain commitments and explore ways to achieve more from their planned BNG delivery, the former providing the primary policy driver to do so (see **Annex 1**).

The tool has been developed over several years and has already undergone initial evaluation and pre-release and stress testing with interested industry bodies. This has highlighted broad interest

in the tool and positive feedback from many users. However, this is not sufficient proof of effectiveness.

Natural England are keen to understand in more detail how the tool is working, who it is working for, why it is working and crucially what the impact the tool is having on decision-making and ultimately the natural environment. To support this, an evaluation framework was commissioned from Collingwood Environmental Planning (CEP), which is expected to form the foundation of this project.

The work delivered by CEP resulted in the following theory of change, which this evaluation is intended to test:

***Providing a tool that demonstrates the relative changes in ecosystem services associated with meeting biodiversity net gain requirements in development or land use change proposals, enables better consideration by developers and their contractors of losses and gains in these services. Use of the tool encourages changes in design, decision-making and corporate reporting which lead to the delivery of wider benefits for people and nature.***

This work is expected to take two forms:

- A broad and shallow consultation in the form of an [online survey](#) of users. This survey was produced by CEP as part of the previous commission and will be distributed by Natural England. Results from this survey will be made available by Natural England to the successful contractor.
- An in-depth engagement based on 20-30 representative case-studies -- to be delivered through primary research.

The successful contractor will be expected to incorporate data collected from the survey with in-depth primary research to assess the impact of the Beta tool and answer the evaluation questions listed below.

To support the development of representative case studies, an [expression of interest](#) is being run by Natural England that will deliver an initial list of 'ready to go' project case-studies in time for work to commence in the late summer/ early autumn. These will be reviewed by Natural England against set criteria to ensure a representative range of examples (as outlined in the aforementioned expression of interest invitation) and include at least one Local Planning Authority (LPA) to assist with **Part B** of the contract – see below.

While the majority of work under this contract will focus on evaluation and testing the theory of change (**Part A** – outlined below) we are also looking for the successful contractor to deliver additional exploratory work under **Part B** of the contract. This work will focus on at least one of the 20-30 case-studies and look in more detail at one specific aspect of the logic model. It will require working closely with at least one Local Planning Authority (LPA) to better understand the relationship between existing strategic resources and use of the project-based tool to determine how they might be used together.

Specifically, **Part B** of the contract seeks to better understand the relationship with logic model input '*national regional and local policies in [Nature Recovery Network \(NRN\)](#) and [Local Nature Recovery Strategies \(LNRS\)](#)*' and the interplay with the associated logic model activity '*Integration of local/national priorities into consideration of site level Ecosystem Services in EBN Tool*' (a copy of the logic model can be found on p75. This relationship is not yet well understood but is expected to be important in interpreting results and ensuring action taken reflects local and strategic

priorities. LPA case-studies are expected to highlight potential relationships, particularly where already working on strategic resources such as Natural Capital Accounts but will require additional work and support to determine how the tool can be best used alongside existing strategic resources (see **Annex 2**).

When considering bids, support for the case-studies should be included but is expected to be limited. As the tool and associated guidance has already been tested, **Part A** is not anticipated to require significant technical support to evaluate the theory of change; we are keen to test the application in a 'real world' environment and will therefore looking to only provide limited technical support to case-studies. **Part B** is expected to be more involved and require working with one LPA and Natural England to explore the relationship between the tool and strategic resources, with input from the Natural England project team.

While a proposed method is included within the evaluation framework, NE is open to consideration of alternative methods for in-depth study and evaluation within the time period outlined in the tender.

### **3. Aims**

#### **PART A – EBN TOOL EVALUATION**

Broadly, the aim of this project is to build on the evaluation framework and theory of change to carry out an evaluation of the EBN that will:

- i. provide evidence of how the EBN tool is being used practice and the impact it is having in order that Natural England can determine next steps for the project and
- ii. provide case-studies documenting the above, that can support the development of future Environmental Net Gain policy.

Specifically, the EBN evaluation contract aims to answer the following questions:

#### **Evaluation Theme 1: Process (largely to be determined by the user survey)**

- EQ1.1: Who is using the EBN tool?
- EQ1.2: Why do people use the EBN tool?
- EQ1.3: How are people using the EBN tool?
- EQ1.4: What scale of planning or development is the EBN tool being used for?

#### **Evaluation Theme 2: Impact**

- EQ2.1: How successful is the EBN tool in demonstrating relative changes in ecosystem services provision from development?
- EQ2.2: What is the tool good for/ what does it do well/ what are its strengths?
- EQ2.3: What is the tool less good for/ what are its weaknesses?
- EQ2.4: To what extent has the tool supported/ facilitated cooperation and engagement on ESS
- EQ2.5: To what extent has the consideration of ecosystem services by using the EBN tool led to wider benefits for people (e.g. health and wellbeing, clean air, clean water)?
- EQ2.6: To what extent has the consideration of ecosystem services by using the EBN tool led to wider benefits for nature (e.g. higher biodiversity, habitat restoration and enhancement)?

- EQ2.7: To what extent has the use of the tool and identification of changes in ecosystem services provision influenced
- EQ2.8: What factors (e.g. gaps, data availability, timeline, expertise, overlaps with other tools/evaluation processes, inconsistencies) influence the effectiveness of the EBN tool?
- EQ2.9: Is the EBN tool being used beyond the trial projects and would you recommend its use to others?

### **Evaluation Theme 3: Efficiency**

- EQ3.1: What costs are incurred by those applying the EBN tool that are additional to the cost of developing a BNG plan?
- EQ3.2: To what extent are the costs of EBN tool use/application proportionate, given the identified benefits (related to the ecosystem services provision) achieved (or potentially achieved) or identified ES losses avoided?
- EQ3.3: What factors influence the efficiency of the EBN tool (eg scale / size of development, level of detail of the development/ plan/ project, sectors covered by the development/ plan/ project, technical capacity/ expertise etc.)?

### **Evaluation Theme 4: Added value**

- EQ4.1: What is the potential value added of the EBN tool/ use of EBN tool opposed to the alternative of not using it?

### **Evaluation Theme 5: Coherence**

- EQ5.1: What specific legislation, assessments/ evaluations, policies could (does) the application of the EBN tool support?
- EQ5.2: What specific legislation, assessments/ evaluations, policies (could) hinder a successful application of the EBN tool?

### **Evaluation Theme 6: Future trajectories**

- EQ6.1: What are the foreseen/ expected future developments/ uses of the tool?
- EQ6.2: Which actions might be needed for the tool to adapt to new contexts and conditions?

### **Objectives**

The contract's objectives are to:

- Co-ordinate, and evaluate 20-30 case-studies, based upon the list supplied to assess the impact of the EBN tool at different scales, in different uses and at different stages of development
- Document the way the tool has been applied, the actions taken, why it has been applied in this way and the results of these applications.
- Analyse the findings (from both the case-studies and broader user survey) using an appropriate method (to be specified)
- Present key findings in relation to the above.

## **PART B – EXPLORATION OF THE LINKS BETWEEN STRATEGIC RESOURCE AND EBN TOOL**

In addition to the above, the successful contractor will be expected to deliver additional tasks in relation to the LPA case-study. These would focus on understanding the relationship between use of strategic resources (such as natural capital accounts, atlases or policies) and use of the tool and determining best practice. This work would be in addition to and complementary to the above.

**Aim** – to determine how the project-based EBN tool can best be applied alongside strategic natural capital resources to help support decision making.

### **Objective**

- work closely with at least one local planning authority identified through the NE expression of interest exercise to test assumptions within the logic model linking use of the EBN tool to strategic inputs and activities.
- explore how the EBN tool could be used effectively alongside strategic level resources (such as landscape-scale maps of ecosystem service and need or existing natural capital accounts or green infrastructure standards) exploring potential options, relationships, opportunities and barriers to integration.
- provide a short document highlighting potential means of operating together.

### **4. Tasks**

<b>1. Provide Orientation to case-studies and initial Interviews with project users</b>
a. Deliver a presentation to the governing steering group on proposed approach.
b. Carry out initial scoping calls with project teams for each of the 20-30 projects (including those that will be using the tool and key decision makers) establishing necessary interviewees, outlining the proposed approach to evaluation and how the aims and objectives of project will be achieved and evaluated and shared.
c. Provide initial interview with 20-30 case-studies to detail each application, initial impressions and timelines.
d. Hold introductory meeting with at least one LPA to understand their strategic natural capital resources and requirements/business needs and options with regards to join up with the project-based EBN tool.
<b>2. Provide co-ordination and support to case-study projects</b>
a. Provide regular 'check-in' to ensure that projects are using the tool and support as needed to ensure that is being applied in a way that will provide results within the evaluation period.

b. Arrange virtual workshop/ similar for LPA/Natural England leads exploring links between strategic tools and EBN.
c. Conduct a rapid assessment of Natural England questionnaire returns and provide short report to the steering group.
d. Provide monthly updates to Natural England project lead/ Steering Group on progress.
<b>3. Provide end of project evaluation with users and key stakeholders</b>
a. Provide in-depth end of project interview with tool users for each project/case-study (to include further reflections, as required).
b. Provide in-depth end of project interview with at least 2 key stakeholders from each project/case-study, responsible for decision-making.
c. Provide a workshop session/ similar with at least one LPA to determine how the tool has been used alongside strategic resources and key recommendations/ barriers/ opportunities.
<b>4. Conduct analysis on findings</b>
a. Provide analysis of qualitative data taken from the 20-30 in-depth case-studies using appropriate techniques and methods.
b. Provide analysis of the quantitative data provided by Natural England from the broader online user survey.
c. Identify key findings and present to the Steering Group to determine shape of final report.
<b>5. Final Evidence Synthesis report and recommendations</b>
a. Provide a final report assessing effectiveness of the EBN (using both the in-depth case-studies and broader questionnaire) making use of the theory of change, logic model included within the evaluation framework to identify key findings and recommendations including for ongoing evaluation of EBN medium and long term impacts identified in the Theory of Change.
<b>6. Final presentation of key findings and key case-studies</b>
a. Provide a short presentation highlighting key findings suitable for external use and wider distribution.
b. A series of 10 short case-studies write-ups chosen from the most informative of the case-studies (mentioned above)– suitable for senior policy audiences.

- c. Guidance /Key lessons learned on how to best make the links between strategic natural capital resources and use of the EBN (drawn from Part B).

## 5. Deliverables and Timetables

### Deliverables

We require the appointed contractor to provide the following deliverables:

- An initial presentation to the evaluation findings to the Evaluation Steering Group;
- A short inception report (maximum of 5 pages), to be submitted within a month of the contract beginning, including a workplan for delivery of the commission;
- Monthly updates to the contract manager (and, if required, the Evaluation Steering Group);
- A short summary report (maximum of 10 pages) on questionnaire responses and presentation to the Evaluation Steering Group;
- A presentation of emerging findings to the Evaluation Steering Group;
- A final evaluation report answering the main evaluation questions, including a standalone executive summary and 10 case study write ups (including one focusing on the use of EBN alongside strategic natural capital resources);
- A presentation of the research to stakeholders across NE and externally.

### Timetables and milestones

Activity	Proposed Dates
Commencement of works	14 <sup>th</sup> September 2021
Inception report	End of September 2021
Summary report on questionnaire responses and presentation to steering group	End of December 2021
Presentation of emerging findings to Evaluation Steering Group	Early February 2022
Draft evaluation report	End of February 2022
Final evaluation report	End of March 2022
Presentation of research to stakeholders	Late March 2022

## Annex 1. EBN Tool Summary

The Environmental Benefits from Nature Tool (EBN tool)<sup>1</sup> is a voluntary decision-support tool that has been developed to work alongside Biodiversity Net Gain (BNG) and enable wider benefits for people and nature from habitat change. It has been developed by Natural England and the University of Oxford in partnership with Defra, the Forestry Commission and the Environment Agency to support Government's 25 Year Environment Plan commitment to *expand net gain approaches to include wider Natural Capital benefits such as flood protection, recreation and improved water and air quality*. It is designed to be used at a variety of scales and settings to help achieve improved environmental outcomes through better consideration of the services that nature provides. Potential users include environmental consultants, housing building and infrastructure developers, local authorities working on Green Infrastructure, providers of offsite biodiversity units, and other habitat-led projects looking to consider wider benefits. The tool is suitable for use at all stages of project delivery, from initial scoping to optioneering, application and post application assessment.

The EBN tool is expected to be of particular interest to those seeking to align projects with Environmental Net Gain commitments and explore ways to achieve more from their planned BNG delivery. The tool does not calculate whether Environmental Net Gains have been achieved, but provides a step in this direction, by providing a common and consistent means of considering the direct impact of land use change across the full range of services that nature delivers. It focusses on ecosystem services<sup>2</sup> such as recreation, air and water quality regulation, and climate benefits such as cooling and shading and carbon storage. The tool indicates relative change in ecosystem service provision associated with habitat change. The tool indicates relative change in ecosystem service provision associated with habitat change and represents a first step towards enabling better consideration of losses and gains to help deliver wider benefits for people and nature, in a consistent, evidenced, robust and transparent way.

The tool has been independently tested and extensively piloted over a three-year period with a range of input from industry, academia and Government to ensure a robust product for publication. It is now at its Beta release stage and Natural England will be evaluating its use over the coming year to evaluate its effectiveness. This will determine where it works best and how it should be best applied and guide next steps for the project.

While suitable for a range of applications, the EBN tool should not be used alone, but instead alongside and in addition to a suite of other established approaches, including BNG, Environmental Impact Assessments (where required) and detailed impact assessments, such as on flood risk or air quality. It does not replace or undermine existing legal or policy protections and should be used in accordance with the established mitigation hierarchy of: avoid damage, minimise damage, restore or rehabilitate damaged habitats, and only compensate through offsetting as a last resort.

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<sup>1</sup> The EBN Tool was known as the 'Eco-metric' throughout its development phase from 2017 to 2021

<sup>2</sup> Ecosystems Services - The components of nature that are directly and indirectly enjoyed, consumed, or used in order to maintain or enhance human well-being.

When used together with a BNG metric and other appropriate tools, the EBN tool assessment can help to highlight wider service gains associated with proposed environmental work. It can also enable the consideration and delivery of further benefits to maximise gains and minimise losses through better project design, support the business case for investment by making the links with multiple objectives and help to make the impacts of land-use change decisions more transparent to stakeholders.

Designed to be used in conjunction with the BNG metric, the EBN tool takes a biodiversity-led approach - recognising that healthy, diverse and resilient ecosystems are essential to underpin the long-term delivery of multiple ecosystem services. The wider benefits for people and nature identified through EBN tool are intended to add to, rather than compete with, the primary driver of BNG.

## **Annex 2. Creating a practical Local Planning Authority example of how strategic approaches and project-based consideration of natural capital can work together**

The logic model that accompanies the EBN tool includes provision and integration of local priorities as both an input and activity expected to underpin successful application of the tool. Such prioritisation is thought to be particularly helpful in terms of helping to interpret the results from the tool – in effect, helping the user/decision maker to interpret results to determine which (of the 18 ecosystem services listed) are particularly important in a given area and the significance of any related trade-offs. The presence of local planning policies or resources implicitly or explicitly relating to specific ecosystem services, or the increase of natural capital, are likely to provide such a steer. Local policies in particular will provide a significant reason to change plans to increase service provision as a result of using the tool and are therefore expected to play a role in the tool's effectiveness.

In the vast majority of cases local policies relating to natural capital will be absent, however, many LPAs have green infrastructure commitments, or air quality and climate change policies that are relevant. In some cases, local authorities have developed their own natural capital baselines to assist their work and determine priorities and we are keen to understand how they can be best used alongside the tool. Examples include the provision of strategic ecosystem service maps for the Oxford- Cambridge Growth Arc ([Oxcam](#)) (which use the underpinning EBN scoring matrix) and Greater Manchester Combined Authority's work on their [Natural Capital Investment Plan](#). In other cases local policies have been developed of relevance such as [supplementary planning guidance for canopy cover](#) of [inclusion of environmental net gain within local plans](#).

Where natural capital maps and baselines and accounts have not been commissioned locally, there are also a number of resources available that may also be capable of supporting decisions, such as Natural England's [Natural Capital Atlases](#). Such resources could potentially usefully complement the outputs of the EBN tool and assist decision makers when considering the merits of a potential application and provide another potential avenue for exploration.

Natural England will be considering the above when reviewing the expression of interest and selecting Local Planning Authority case-studies. At present relationship between the use of these resources and the tool is untested and has not been explored through pre-release trials and as such differs from other elements of the evaluation.

# Supplier: Approach and Methodology

## 1 Overall proposed approach

### 1.1 Introduction to the approach, objectives and broad themes of the evaluation

The overarching objective of evaluation is to offer an impartial and evidence-based assessment of a policy's performance by measuring outcomes and impacts to assess whether the anticipated benefits of a policy have been realised. The evaluation of the Environmental Benefits of Nature (EBN) tool will also seek to understand the factors that are contributing to the results of the tool's application and review the theory of change's (ToC) assumptions. This will help to draw out learning to inform future policy interventions.

The evaluation of the EBN tool should test the tool's ToC, to understand:

- whether the tool is being used to demonstrate the relative changes in ecosystem services associated with meeting biodiversity net gain (BNG) requirements in development or land use change proposals, as intended and if not, what are the purposes of its application
- to what extent the use of the tool is enabling better consideration by developers, their contractors and other users of losses and gains in ecosystem services associated with meeting BNG requirements
- to what extent the use of the tool is encouraging changes in design, decision-making and reporting which lead to the delivery of wider benefits for people and nature.

The objectives of the project, as set out in the Invitation to Tender (ITT) are to:

- co-ordinate and evaluate 20-30 case-studies, based upon the list supplied to assess the impact of the EBN tool at different scales, in different uses and at different stages of development
- document the way the tool has been applied, the actions taken, why it has been applied in this way and the results of these applications
- analyse the findings (from both the case-studies and broader user survey) using an appropriate method
- present key findings in relation to the objectives above.

Given the short timescale for the evaluation, the focus will be on process aspects (Evaluation Theme 1) rather than the outcomes of the tool application. Process aspects relate to effectiveness, efficiency and equity. Efficiency also encompasses the assessment of broad costs and benefits (Evaluation Theme 3). The other themes in the evaluation framework that are particularly relevant to this stage of the evaluation are Theme 4: Coherence (outputs and outcomes related to the current and future policy context) and Theme 6 (future trajectories).

The broad themes of the evaluation are associated with a set of evaluation questions which will be used to structure the interviews and shape the content of the workshops. The case studies will provide a mechanism for exploring these themes in greater depth and in different geographical contexts and at different scales.

Part B of the project will have a specific focus on how '*national regional and local policies in Nature Recovery Network (NRN) and Local Nature Recovery Strategies (LNRS)*' (which are included as an input in the logic model for the EBN) feed into and inform the '*Integration of local/national priorities into consideration of site level Ecosystem Services in EBN Tool*' (one of the logic model's activities). We suggest that as well as having a case study with a local planning authority (LPA), that looks at this relationship in greater depth, we could incorporate into the end of project interviews a question about whether and how national, regional and local strategies and resources are used to inform the application of the EBN Tool at site level. This would give a greater breadth of perspective on this important topic. We will also use stakeholder workshops to get multiple perspectives.

### 1.2 Proposed tasks and sub-tasks, deliverables and programme

Table E04.1 lists the proposed tasks and sub-tasks, and deliverables. These are then described in greater detail in Section 2. The proposed timing and duration of the sub-tasks and deliverables is also indicated in the table, this will be refined in discussion with the NE contract manager and Evaluation Steering Group (ESG). We have assumed a contract start date of 9 September 2021 and a completion date of 31 March 2022.

**Table E04.1: Tasks, sub-tasks and deliverables to meet the project requirements and programme**

Task / deliverable no.	Timing / duration	Title
<b>Task 0: Project management</b>		
Subtask 0.1	Mid Sept. '21	Project Inception Meeting
Subtask 0.2	Oct & Dec. '21, Feb. '22	Steering group meetings
Subtask 0.3	Monthly throughout	Progress updates and project communication (with NE and internal)
<b>Deliverable 2</b>	<b>End Sept. '21</b>	<b>Short inception report and workplan</b>
<b>Deliverable 3</b>	<b>Monthly throughout</b>	<b>Monthly updates to the NE contract manager and ESG</b>
<b>Task 1: Scoping of case studies and design of evaluation methods</b>		
Subtask 1.1	Sept. '21	Review of selected case studies
Task / deliverable no.	Timing / duration	Title
Subtask 1.2	Oct. '21	Initial scoping calls with case study project teams
Subtask 1.3	Sept. - Oct. '21	Review of Part B LPA case study and agree research
Subtask 1.4	Oct. '21	Draft interview schedules for evaluation and Part B interviews
<b>Deliverable 1</b>	<b>Oct. '21</b>	<b>Initial presentation of the proposed approach to the ESG</b>
<b>Task 2: Initial interviews with case studies</b>		
Subtask 2.1	Oct. '21	Set up initial interviews with all case studies
Subtask 2.2	Nov. '21	Carry out initial Part A and Part B case study interviews
Subtask 2.3	Dec. '21	Summary of interview results for Parts A and B
Subtask 2.4	Dec. '21, Jan. '22	Check ins with case study projects
<b>Task 3: Assessment of responses to NE questionnaire</b>		
Subtask 3.1	Nov. '21	Collation of results of NE questionnaire responses
Subtask 3.2	Nov. - Dec. '21	Rapid assessment of NE questionnaire responses
Subtask 3.3	Dec. '21	Short report on findings from NE questionnaire responses
<b>Deliverable 4</b>	<b>End Dec. '21</b>	<b>Short report on results of NE questionnaire responses and presentation to ESG</b>
<b>Task 4: Workshop 1 on use of the EBN tool alongside LPA strategic resources</b>		
Subtask 4.1	Oct. '21	Design workshop
Subtask 4.2	Oct. '21	Organise workshop – participant invitations, GDPR, materials
Subtask 4.3	Nov. '21	Run workshop
Subtask 4.4	Nov. '21	Write up workshop
<b>Task 5: End of project interview with users and stakeholders</b>		
Subtask 5.1	Jan. '22	In-depth end of project interview with tool users for each
Subtask 5.2	Jan. '22	End of project interviews with stakeholders for each case
Subtask 5.3	Jan. '22	End of project interviews with LPA tool users and
<b>Task 6: Workshop 2 on LPA needs for using the tool alongside strategic resources</b>		
Subtask 6.1	Dec. '21 - Jan. '22	Design workshop
Subtask 6.2	Dec. '21 - Jan. '22	Organise workshop – participant invitations, GDPR, materials
Subtask 6.3	Feb. '22	Run workshop
Subtask 6.4	Feb. '22	Write up workshop
<b>Task 7: Analysis and reporting</b>		
Subtask 7.1	Jan. - Feb. '22	Analysis of qualitative data
Subtask 7.2	Jan. - Feb. '22	Analysis of quantitative data
Subtask 7.3	Feb. '22	Draft report on key findings
<b>Deliverable 5</b>	<b>Mid Feb. '22</b>	<b>Presentation of emerging findings to ESG</b>
Subtask 7.4	Mid March '22	Final evidence synthesis report and recommendations

<b>Deliverable 6</b>	<b>Draft: end Feb. '22. Final: end March '22</b>	<b>Final evaluation report including executive summary &amp; 10 case study write ups</b>
Subtask 7.5	Late March '22	Final presentation of key findings and key case-studies
<b>Deliverable 7</b>	<b>Late March '22</b>	<b>Presentation to NE and external stakeholders</b>

## 2 Detailed methodology

### 2.1 Task 0: Project management

The project management task (**Task 0**) runs throughout the project and provides a plan, a monitoring and reporting mechanism and a clear timetable to ensure that project activities are completed to time and as specified. The Inception Meeting (Subtask 0.1) will be an opportunity to set out the proposal and to clarify objectives, refine our proposed approach to the evaluation, discuss information needs and agree key dates, e.g. for deliverables. Following the Inception Meeting we will prepare an inception report, including a workplan (Gantt chart), that updates and refines our proposed approach as agreed at the Inception Meeting. We understand the first deliverable listed in the ITT (p22) 'An initial presentation to the evaluation findings to the Evaluation Steering Group' to mean an initial presentation of the evaluation proposal to the ESG. We propose to move this presentation to Task 1 Scoping, as this will ensure that the presentation takes account of the real conditions for the evaluation (characteristics of the case studies).

In addition to the Inception Meeting, the Project Director and Manager will participate in the three ESG meetings as required (**Subtask 0.2**). These meetings will be used to:

- present the proposed approach for EBN tool evaluation;
- present a short report on the assessment of NE questionnaire returns;
- present the key findings of evaluation, to determine shape of final report.

We will ensure monthly updates to Defra project lead and ESG on progress of the tasks and deliverables. Ongoing coordination between members of the project team will be facilitated by regular (monthly) team conference calls to monitor progress and highlight any potential issues in advance (**Subtask 0.3**).

### 2.2 Task 1: Scoping of case studies and design of evaluation methods

The project will start with a short scoping task. This task will enable the project to 1) identify any changes that have occurred that could alter the logic of the EBN tool intervention; 2) review the list of case studies to make a final selection based on the criteria included in the Evaluation Framework, identify any gaps in coverage and establish what information the case studies are expected to provide over the project timescale; and 3) carry out a review of local authority and other resources for Part B so that it is clear what this covers. This task will involve a review of the list of candidate Part A case studies provided by Natural England (NE) against the evaluation questions to identify any gaps in coverage and consider any alternatives for addressing gaps. We will also review the likely progress of the case studies in relation to the project timetable, to agree what data will be collected in the two project interviews (initial and end of project interviews) (**Subtask 1.1**).

As part of the scoping exercise, we will carry out scoping interviews with all the case study project teams (**Subtask 1.2**). These will allow us to verify the information on the projects and to gather further information to understand the relevant characteristics of the projects. The call will also be used to outline the evaluation approach and how the aims and results of the evaluation will be shared, and to identify the necessary interviewees for interviews 1 and 2. Our Project Manager will agree the Part B LPA case study(ies) with the NE Project Manager and confirm the evaluation questions for this part of the evaluation (**Subtask 1.3**).

At the end of the Scoping Task we will make a presentation of the revised evaluation proposal to the ESG.

### 2.3 Task 2: Initial interviews with case studies

Task 2 focuses on the initial interviews with the case study project teams. We will set up interviews with all the selected case studies (up to 20 interviews – note that we have based the resource requirements and budget on 20 case studies, but if additional are required they could be costed for separately) (**Subtask 2.1**).

The case study interviews will take approximately 45 minutes and will be conducted via telephone or video-conferencing software, to suit the preference of participants. We will use the semi-structured interview

schedules prepared in Task 1. Semi-structured interviews combine the flexibility of an in-depth interview with the focus of more structured methods. Alongside the semi-structured schedule that guides the interview, the interviewer will use prompts to elicit additional relevant information. This will ensure that all key aspects are covered across the evaluation themes within the time available. Notes will be taken and the interviews will be recorded as a back-up in case of gaps in note-taking. All interviews will be subject to our ethics and GDPR processes. Interviewees will have a chance to check the notes before they are analysed. We will use the same approach for the Part A and Part B interviews, but the interview schedule for Part B will be modified to focus on the use of the tool in relation to the LPA strategic resources e.g. for green infrastructure, landscape scale conservation or other environmental benefits of nature. The interview(s) is/are likely to be more exploratory than the Part A interviews (**Subtask 2.2**). The Part A and Part B interviews will be written up and entered into an Excel spreadsheet under the relevant research questions to facilitate analysis. (**Subtask 2.3**).

Following the interviews, we will provide two 'check-ins' by email, (one in December and one in January) to verify whether projects are using the tool and getting support as needed to ensure that it is being applied in a way that will provide results within the evaluation period. This sub-task will also involve collecting data from the application of the EBN Tool within the case study. We will agree a small number of key tests of effective use of the EBN tool which can be assessed by reviewing the data entered in the tool. We will look at each case study's use of the tool in order to establish how effective tool application has been and what the results of the application of the evidence from the tool would be likely to be. This analysis will contribute to the final report (**Subtask 2.4**).

## **2.4 Task 3: Assessment of responses to NE questionnaire**

This task will involve the analysis of the data generated by the survey of EBN tool users being carried out by NE. NE estimate that there could be 100-200 responses. We expect that the data will be provided to us in the form of a spreadsheet. The questions are structured under the same six themes that link to the evaluation questions. A quantitative analysis of the data will be carried out which will provide broader information about how the EBN tool is being used (**Subtask 3.1**). A rapid assessment of the questionnaire responses will provide topline findings about the use of the EBN tool (**Subtask 3.2**). These findings will be written-up in a short report (maximum of 10 pages) and a presentation for the ESG (**Subtask 3.3**).

## **2.5 Task 4: Workshop 1 on use of the EBN tool alongside LPA strategic resources**

**Task 4** involves designing and running a half-day workshop to explore the strategies and other resources available to support LPAs in prioritising environmental benefits of nature. These are most likely to be associated with development projects: the EBN tool is designed to be used in conjunction with and drawing on the data generated by the preparation of biodiversity net gain (BNG) plans. Local authorities may themselves be developers and use the EBN tool in that context. Ensuring that the use of the EBN tool is aligned with strategic priorities for environmental net gain (ENG) should allow the benefits of the tool to be maximised. One of the problems for getting local authorities to engage with the tool is that staff often do not have time to understand and try out its functions. We suggest that the Workshop could include a demonstration by NE of the tool and its functionalities, and an exercise to understand the challenges of using data at different spatial scales, from different sources, etc. This would feed into and inform a discussion of how the tool's functionalities could be applied to address LPA needs.

The workshop will involve up to 14 participants: 2-3 members of the LPA case study team, local authority staff from outside the planning function, members of the ESG and others with expertise or experience in considering environmental net gain in development at the landscape or local strategy scale. The workshop will be held as a virtual event, using Microsoft Teams or Zoom, as agreed with the NE PM. The content will build on the findings from the Task 3 analysis of the questionnaire responses. (**Subtask 4.1, 4.2**). As part of the organisation and set up of the workshop, we will adapt CEP's standard GDPR consent form and ensure that it is signed in advance by all participants to allow use of data, recording of sessions, etc. Presentations and prompt material will be prepared and agreed with NE's PM. The workshop will be interactive using plenary and small group sessions to explore the links between strategic tools and EBN (**Subtask 4.3**). We will use Jamboards and polling as appropriate to make the record of the workshop as transparent as possible, we will also make an audio recording of each session as a back-up for notetakers (**Subtask 4.4**). Our experience of running workshops highlights the value of producing a short record of workshop proceedings and list of the key themes that emerged in each session which can be shared with participants and ensures transparency. The evidence and commentary provided during the workshop

entered in a spreadsheet against the relevant evaluation questions and will be coded and categorised. This will facilitate the identification of relevant issues for the wider evaluation.

## **2.6 Task 5: End of project interviews with users and stakeholders**

For the in-depth end of project interviews with tool users and stakeholders from each case study, we will use a similar approach as applied for the initial interviews in Task 2, with semi-structured interviews via telephone or video-conferencing software. The interviews will look at the experience of using the EBN tool and will include interviews with different participants in the case study (case study team and at least two stakeholders who have decision-making roles). We will review and update the interview schedule, taking account of the results of the Task 2 interviews and the Task 3 high level findings from the responses to the questionnaire (**Subtask 5.1**). We will adapt the questions to be relevant to the different types of interviewee. The interviews will provide an opportunity for case study teams and participants to review their experience of using the tool, including its strengths and weaknesses (**Subtask 5.2**). We will also conduct an end of project interview with the Part B LPA case study team(s) and at least two stakeholders with decision-making roles (**Subtask 5.3**).

## **2.7 Task 6: Workshop 2 on LPA needs for using the tool alongside strategic resources**

For Workshop 2 on LPA needs for using the tool we will use a similar approach as taken in Workshop 1. The half-day workshop will involve the same 14 participants, so that discussions build on the previous workshop. The workshop will have a mix of small group and plenary session to ensure the maximum opportunities for all participants to contribute. The design and content of the Workshop will be determined by the results of the earlier stages of the project, but will include an interactive session to look at LPA needs and resources (**Subtask 6.1**). Presentations and prompt material will be prepared and agreed with NE's PM (**Subtask 6.2**). The workshop will be interactive using plenary and small group sessions to explore the links between strategic tools and EBN (**Subtask 6.3**). We will make an audio recording of the workshop sessions along with the notes taken by the project team. Online tools such as Jamboards will facilitate engagement by participants. A write-up of the Workshop will be produced no more than two weeks after the Workshop (**Subtask 6.4**).

## **2.8 Task 7: Analysis and reporting**

This task will bring together the strands of research into one fully-referenced evaluation report. We will agree an outline of the report with the NE PM to ensure that this focuses on the aspects of greatest interest. We will also agree a sub-set of 10 case studies for which we will prepare short case study reports (of approximately 2 pages each). We will use different analytical approaches to draw out findings on different aspects of EBN use:

- Thematic analysis to draw out the findings in relation to each research question (**Subtask 7.1**).
- Spatial analysis of data generated by the case studies' application of the EBN tool. The case study examples will be grouped by significant characteristics, for example the tool level used (Basic, Standard or Advanced level), scale of application, etc. The analysis will explore different approaches to the application of the tool and related outcomes in terms of the identification of options to increase environmental benefits.
- Economic analysis to make a high-level assessment of the costs and benefits of the tool (**Subtask 7.2**). In all reporting, evidence sources will be referenced to ensure transparency.

A draft report of the key findings will be prepared, to support a presentation of the emerging findings to the ESG, to ensure that structure and presentation of the report meets the ESG needs (**Subtask 7.3**). Two weeks will be allowed for ESG comments. The following outputs will be produced:

- A final synthesis report, taking account of the ESG comments. This report will assess the effectiveness of the EBN, re-visiting the tool's Theory of Change and logic model (included in the Evaluation Framework) and providing key findings and recommendations for ongoing evaluation of the medium and long-term impacts of the EBN tool identified in the ToC (**Subtask 7.4**).
- Final Report and Executive Summary – this will be the final evaluation report and will answer the main evaluation questions. It will have a standalone Executive Summary
- 10 case study write-ups, including one focusing on the use of EBN alongside strategic natural capital resources.
- Final presentation of key findings and key case-studies (**Subtask 7.5**).

## **3 Project management**

### **3.1 Overall project management approach**

Our overall approach to project management is characterised by: a customer focus, a clear definition and understanding of roles, responsibilities and inputs/outputs; good lines of communication within the team and externally; clear deadlines and a strong adherence to these, including planning and allowing for any necessary lead-in time; and careful budgeting and management of expenditure. We aim to be flexible and responsive to changing client needs and to work effectively and efficiently within defined time and resource constraints.

The day-to-day approach to project management will include:

- Participation in a face-to-face project inception meeting with the NE Project Manager and ESG to discuss and agree the approach, Part B research questions, project plan and milestones, arrangements for liaison, quality assurance and risk register.
- Preparation of a short inception report (no more than 5 pages), a workplan for delivery of the project (Gantt chart) and a revised risk register, which will be submitted within a month of the contract beginning as part of project management documentation for the team to work to.
- Fortnightly progress telecons with the NE Project Manager detailing headline progress on the tasks against the timetable, budget, any emerging issues / risks, and highlighting any guidance or clarification required.
- Monthly progress updates to the NE Project Manager, based on agreement at the Inception meeting on the approach to delivery and receiving feedback on findings and outputs from the ESG.
- Participation in three ESG Meetings via telecon: these telecons have been included in sub-tasks 1.4, 3.3 and 7.3. For all meetings relevant papers will be submitted in advance.
- Internal team communications – our approach to project management is one of supportive communication at every level within a project delivery team and includes regular internal update meetings or conference calls.

### **3.2 General Data Protection Regulation (GDPR)**

Where it is necessary to collect and/or process personal data, we ensure that we adhere to the requirements of the GDPR and follow good practice. CEP has a GDPR policy, Data Retention and Disposal policy / procedures and we also use the MRS/SRA guidelines for social research on the Data Protection Act 1998 (2013).

### **3.3 Managing sub-contractors**

CEP has considerable experience of effectively managing major fast paced research projects for government departments and agencies, with multiple sub-contractors (see E05, e.g. recent projects for Defra, NE and EA). A subcontract agreement, managed by the Project Director, will be drawn up between the subcontractors and CEP, outlining responsibilities, milestones and budget, including clauses on confidentiality, compliance with quality assurance, disputes/disagreements and contract termination. The project team will be fully integrated into a single team to ensure effective and efficient collaborative working. Staff from CEP, GeoData and Eunomia have worked together extensively on similar previous projects.

## **4 Risk management**

Our Project Manager will be responsible for agreeing the risk log with NE PM and will provide an update on identified and emerging risks and dealing with any risks that may materialise. In addition, we anticipate that the risk register will be discussed in monthly meetings with NE, where any risks and issues will be further addressed as required. The risk log below (see Table E04.2) reflects our initial assessment of this project's risks, identifies mitigating measures and assigns each risk to a risk owner. The risks that will be considered will be divided into several categories: Technical; Personnel; Stakeholder; Timetable; and Operational.

**Table E04.2: Initial project risk register with initial assessment of key risks and mitigation actions**

Description of Risk	Likelihood/ Impact	Risk Management / mitigation measures
<b>Delays in receiving relevant evidence from Natural England</b>	Medium/ High	<ul style="list-style-type: none"> <li>• Agree at Inception Meeting on any data that needs to be shared and when this can be made available.</li> <li>• Coordinate closely with the NE PM prioritising critical information needs and monitoring progress.</li> <li>• Any delays in evidence provision will be flagged to NE to agree if the programme needs to be adapted.</li> <li>• The project team will maintain contact with the NE PM.</li> </ul>
<b>Limited ability for LPA(s) to engage</b>	Medium/ High	<ul style="list-style-type: none"> <li>• Identification with LPAs of the major barriers to their engagement (e.g. staff resource, capacity, technical expertise)</li> <li>• Project team recommendation of mitigation measures to NE PM</li> <li>• Any resulting delays will be flagged to NE to agree if the programme timetable needs to be adjusted</li> </ul>
<b>Limited data available for evaluation</b>	Medium/ High	<ul style="list-style-type: none"> <li>• Regular meetings with the NE PM to discuss available evidence on the EBN tool application from case studies.</li> <li>• Regular 'check-in' with case study projects to ensure that they are using the tool and support as needed.</li> <li>• Interviews with case study projects designed to ensure that data can be gathered in different scenarios re their progress on the EBN tool application.</li> </ul>
<b>Delays in receiving comments from ESG or key stakeholders</b>	Medium/ High	<ul style="list-style-type: none"> <li>• Close working with the NE PM and regular communication with those involved in the project.</li> <li>• Clear programme set out and agreed at the outset.</li> <li>• Providing sufficient time to respond: the amount of time required for review of draft outputs will be agreed in advance.</li> </ul>
<b>Loss or unavailability of key staff members</b>	Medium/ Medium	<ul style="list-style-type: none"> <li>• Team with overlapping skills, so key staff members can be replaced if necessary within the project team. Staff handover protocols are in place. Any costs for changes will be at the project team's expense not NE.</li> <li>• Any change will be communicated to NE PM as quickly as possible to facilitate mitigation.</li> </ul>
<b>Lack of coordination between team members</b>	Low/ Medium	<ul style="list-style-type: none"> <li>• Allocate individual team members clear roles, linked to project tasks, e.g. interviews, workshops, reporting.</li> <li>• Our PM will monitor project activities and coordinate regularly with team members.</li> <li>• Regular team conference calls to monitor progress and highlight any potential issues in advance.</li> </ul>

<b>Low attendance at workshops</b>	Medium/ Medium	<ul style="list-style-type: none"> <li>• Early dissemination of the workshop dates and purpose.</li> <li>• Workshops held online.</li> <li>• Focus of the workshops on practical application of the tool including a demonstration to make it more accessible.</li> <li>• Timely write-up and follow up of workshop 1 to increase interest in workshop 2.</li> </ul>
<b>Not completing tasks to timescale</b>	Low/High	<ul style="list-style-type: none"> <li>• Project timetable agreed at inception. A well thought-out Project workplan and regular review of progress to identify issues early.</li> <li>• Issues raised early with NE PM.</li> <li>• Responsibility for delivery of outputs shared between key team members so that task completion and delivery is prioritised.</li> </ul>
<b>Technical or IT failure and cyber security risks</b>	Low/High	<ul style="list-style-type: none"> <li>• CEP has anti-virus software, regularly backs-up data for remote storage and uses cloud sharing solutions.</li> <li>• Professional IT support available for emergency help.</li> </ul>

## SCHEDULE 2 – PRICE

Total price for this contract is £93,294.93 (£111,953.92 inclusive of VAT @ 20%) payable on contract completion.

Price is in accordance with the below table

### Cost Breakdown:

#### Option 1

	Team Member	Number of days input for each project member	Day Rate	Total staff cost excluding VAT	Travel and subsistence (as per rates below)	Total cost excluding VAT
<b>Task 0</b>						
Subtask 0.1		0.5				
Subtask 0.1		1.5				
Subtask 0.2		1				
Subtask 0.2		1				
Subtask 0.3		1.5				
Subtask 0.3		1				
Subtask 0.3		1				
Subtask 0.3		0.25				
Subtask 0.3		4				
Subtask 0.3		0.5				
Subtask 0.3		0.5				
Subtask 0.3		0.5				
Subtask 0.3		0.5				
Subtask 0.3		0.5				
<b>Total for Task 0</b>		<b>14.25</b>			<b>£0.00</b>	
<b>Task 1</b>						
Subtask 1.1		1				
Subtask 1.1		3.5	0			
Subtask 1.1		1				
Subtask 1.1		1				
Subtask 1.1		1				
Subtask 1.2		1.5				
Subtask 1.2		1.5				
Subtask 1.2		1				
Subtask 1.3		1				
Subtask 1.3		0.5				
Subtask 1.3		0.5				
Subtask 1.4		1.5				

Subtask 1.4		0.5				
<b>Total for Task 1</b>		<b>15.5</b>			<b>£0.00</b>	
<b>Task 2</b>						
Subtask 2.1		1				
Subtask 2.1		0.5				
Subtask 2.2		2				
Subtask 2.2		2				
Subtask 2.2		2.5				
Subtask 2.3		1				
Subtask 2.3		2				
Subtask 2.3		1				
Subtask 2.3		0.5				
Subtask 2.3		2				
Subtask 2.4		0.5				
Subtask 2.4		1.5				
Subtask 2.4		1.5				
Subtask 2.4		1				
Subtask 2.4		3				
Subtask 2.4		2				
<b>Total for Task 2</b>		<b>24</b>			<b>£0.00</b>	
<b>Task 3</b>						
Subtask 3.1		1				
Subtask 3.2		0.5				
Subtask 3.2		0.5				
Subtask 3.2		0.5				
Subtask 3.2		2.5				
Subtask 3.3		0.5				
Subtask 3.3		0.25				
Subtask 3.3		0.75				
Subtask 3.3		2.25				
<b>Total for Task 3</b>		<b>8.75</b>			<b>£0.00</b>	
<b>Task 4</b>						
Subtask 4.1		1				
Subtask 4.1		0.5				
Subtask 4.1		0.5				
Subtask 4.1		1				
Subtask 4.2		1.5				
Subtask 4.3		1				
Subtask 4.3		1				
Subtask 4.3		1				
Subtask 4.4		0.5				
Subtask 4.4		1				
<b>Total for Task 4</b>		<b>9</b>			<b>£0.00</b>	

<b>Task 5</b>						
Subtask 5.1		1				
Subtask 5.1	er	3				
Subtask 5.1		0.5				
Subtask 5.1		3				
Subtask 5.2		1.5				
Subtask 5.2		6				
Subtask 5.2		5				
Subtask 5.2		6				
Subtask 5.3		1				
<b>Total for Task 5</b>		<b>27</b>			<b>£0.00</b>	
<b>Task 6</b>						
Subtask 6.1		1				
Subtask 6.1		0.5				
Subtask 6.1		0.5				
Subtask 6.1		1				
Subtask 6.2		1.5				
Subtask 6.3		1				
Subtask 6.3		1				
Subtask 6.4		1				
<b>Total for Task 6</b>		<b>7.5</b>			<b>£0.00</b>	
<b>Task 7</b>						
Subtask 7.1		2				
Subtask 7.1		2				
Subtask 7.1		8				
Subtask 7.1		2				
Subtask 7.1		1				
Subtask 7.2		1				
Subtask 7.2		0.5				
Subtask 7.2		2				
Subtask 7.2		5				
Subtask 7.2		2				
Subtask 7.3		4				
Subtask 7.3		2				
Subtask 7.3		2				
Subtask 7.3		0.5				
Subtask 7.3		2.5				
Subtask 7.3		2				
Subtask 7.3		2				
Subtask 7.3		2				
Subtask 7.4		1.5				
Subtask 7.4		1				
Subtask 7.4		1				

Subtask 7.4		1				
Subtask 7.4		4		0		
Subtask 7.4		1				
Subtask 7.4		1				
Subtask 7.5		1				
Subtask 7.5		1				
<b>Total for Task 7</b>		<b>55</b>			<b>£0.00</b>	
	<b>PROJECT TOTAL</b>	<b>161</b>		<b>£93,294.93</b>	<b>£0.00</b>	<b>£93,294.93</b>

**Please note:**

Prices will remain fixed and firm for the duration of the contract

We have added two extra tasks Task0 (Project Management) and Task 7 (Analysis and reporting)

The assumptions we have made are detailed in the Method (E04)

VAT will be charged at prevailing rate

Should extra work be commissioned, any extra days will be charged at the day rates given above.

### 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:

**Natural England**, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX

[foi@naturalengland.org.uk](mailto:foi@naturalengland.org.uk)

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at:

**Department for Environment, Food and Rural Affairs**, SW Quarter, 2<sup>nd</sup> floor Seacole Block, 2 Marsham Street, London SW1P 4DF

[\[REDACTED\]@defra.gov.uk](mailto:[REDACTED]@defra.gov.uk)

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

[REDACTED] Collingwood Environment Planning, 37 Queen Square, Bristol, BS1 4QS

[\[REDACTED\]@cep.co.uk](mailto:[REDACTED]@cep.co.uk)

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>	Deliver a series of in-depth case-studies and analysis to evaluate the performance of the Beta Release of the Environmental Benefits from Nature Tool (EBN). The work will require the co-ordination and evaluation of 20-30 in-depth case-studies representing different uses of the tool across the development spectrum.
<b>Duration of the processing</b>	14 <sup>th</sup> September 2021 – 31 <sup>st</sup> March 2022.
<b>Nature and purposes of the processing</b>	Data collection and analysis, assessment, storage. Engagement with tool users, analysis, process and assess effectiveness of Nature Tool.
<b>Type of Personal Data</b>	Data linked to ecosystems not personal data
<b>Categories of Data Subject</b>	Data linked to ecosystems not personal data
<b>Plan for return and destruction of the data once the processing is complete</b> <b>UNLESS requirement under union or member state law to preserve that type of data</b>	No personal data to be retained.