



Department
for Environment
Food & Rural Affairs

Conditions of Contract Short Form Enhanced

**C - 20523: AES Monitoring and Evaluation
Project: Maintaining the visibility of
archaeological sites on moorland**

August 2023

Contents

Order Form	5
Annex 1 – Authorised Processing Template	10
Annex 2 – Authority Specification	11
Annex 3 – Charges	55
Annex 4 – Contractor's Tender Submission	58
Annex 5 – Sustainability.....	97
1. Sustainability	97
2. Human Rights.....	97
3. Human Rights - Modern Slavery, Child Labour, Inhumane Treatment.....	97
4. Equality, Diversity, and Inclusion (EDI).....	98
5. Environment	98
6. Requirement for Timber – Not Required	100
7. Social Value	100
Short Form Terms.....	101
1. Definitions used in the Contract.....	101
2. Understanding the Contract	105
3. How the Contract works	106
4. What needs to be delivered.....	107
5. Pricing and payments.....	109
6. The Authority's obligations to the Supplier	110
7. Record keeping and reporting	110
8. Supplier staff.....	111
9. Rights and protection	112
10. Intellectual Property Rights (IPRs)	113
11. Ending the contract	114
12. How much you can be held responsible for.....	116
13. Obeying the law	116
14. Insurance	117

15. Data protection	117
16. What you must keep confidential.....	121
17. When you can share information.....	123
18. Invalid parts of the contract	123
19. No other terms apply	123
20. Other people's rights in a contract.....	123
21. Circumstances beyond your control	123
22. Relationships created by the contract.....	124
23. Giving up contract rights.....	124
24. Transferring responsibilities.....	124
25. Changing the contract	124
26. How to communicate about the contract	124
27. Preventing fraud, bribery and corruption	125
28. Health, safety and wellbeing.....	125
30. Whistleblowing	126
31. Tax.....	126
33. Conflict of interest	128
34. Reporting a breach of the contract	128
35. Resolving disputes	128
36. Which law applies	129



Department
for Environment
Food & Rural Affairs

Land Use Consultants Limited
12th Floor, Beacon Tower
Colston Street
Bristol, BS1 4XE

T: 03459 335577

helpline@defra.gov.uk

www.gov.uk/defra

Your ref: T23-0498

Our ref: C-20523

Date: 31 August 2023

Supply of AES Monitoring and Evaluation Project: Maintaining the visibility of archaeological sites on moorland on behalf of Natural England

Following your tender for the supply of ***AES Monitoring and Evaluation Project: Maintaining the visibility of archaeological sites on moorland to Natural England***, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Natural England** for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing the Order Form through **DocuSign** within **7** days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[Redacted signature]

[Redacted signature]

Order Form

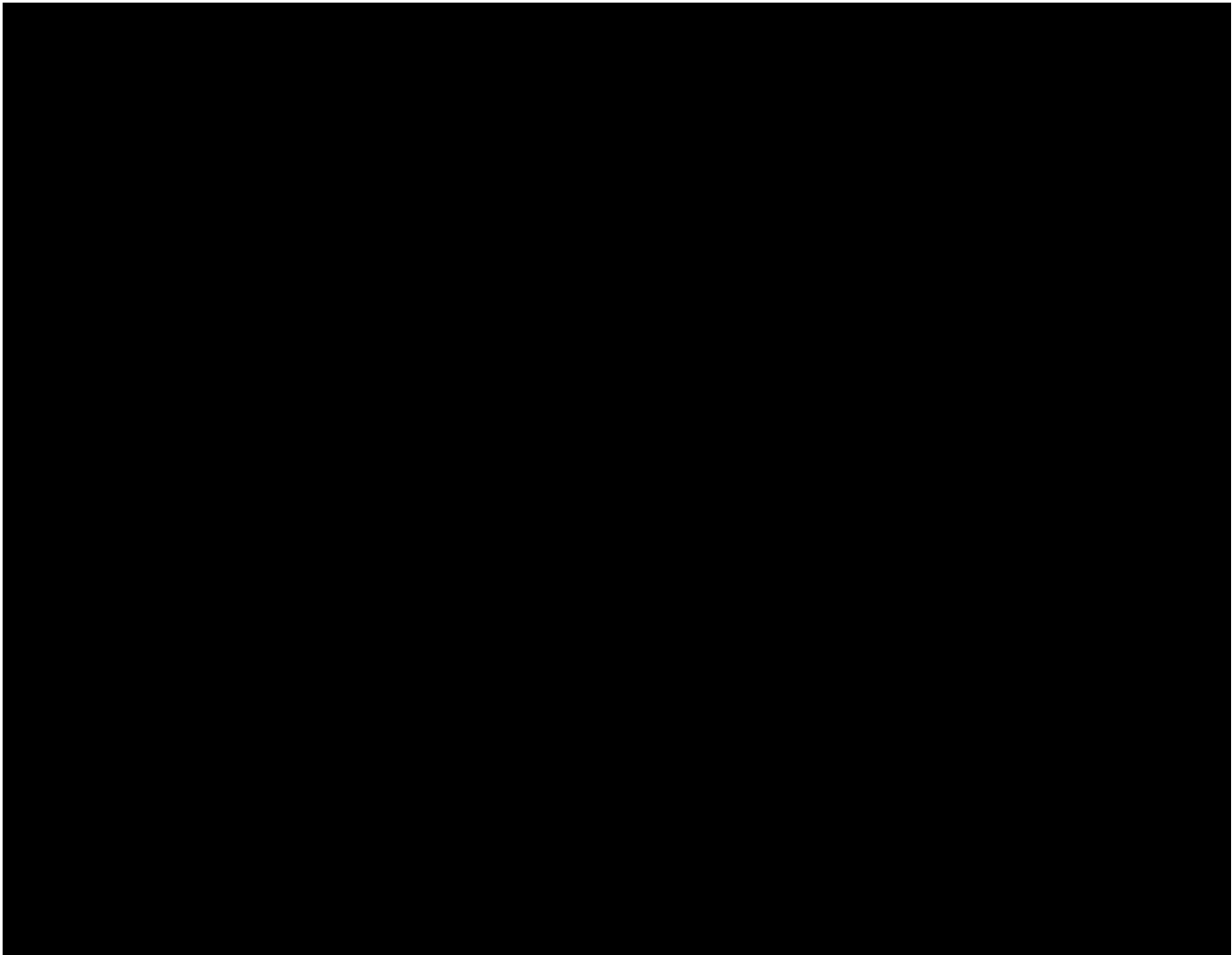
1. Contract Reference	C - 20523	
2. Date	31 August 2023	
3. Authority	Natural England – Specialist Services Foss House 4th Floor, King's Pool, 1-2 Peasholme Green, York, YO1 7PX	
4. Supplier	Land Use Consultants Limited 250 Waterloo Road, London, SE1 8RD Registration Number: 02549296 (England and Wales)	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority. 2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority. 3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	To be performed at the Supplier's premises of, Land Use Consultants Limited, 12th Floor, Beacon Tower Colston Street, Bristol, BS1 4XE
7. Specification	The specification of the Deliverables is as set out in Annex 2.	

<p>8. Term</p>	<p>The Term shall commence on 21st August 2023 (the Start Date) and the Expiry Date shall be 31st March 2025, unless it is terminated in accordance with the terms and conditions of the Contract.</p> <p>This contract runs across two financial years:</p> <ul style="list-style-type: none"> • Year 1 from 21st August 2023 to 31st March 2024, and • Year 2 from 1st April 2024 to 31st March 2025 <p>Natural England has secured budget for the first year of this contract and pursuing budget for the following year. The continuance of the contract beyond 31st March 2024 is dependent on successfully securing the required funding for the later years.</p> <p>Natural England will have the option to terminate the contract on 31st March 2024 (if funding cannot be secured for FY 24/25). By 31st March 2024, Natural England expects the Contractor to have successfully completed agreed work.</p> <p>Natural England will decide whether to continue the contract into FY 24/25 following review of works undertaken (to 31st March 2024) and if it is able to secure appropriate funding.</p> <p>If Natural England decides to terminate the contract on 31st March 2024, the amount due will be £ 186,612.87 paid to the Contractor, for all agreed work provided to Natural England that meets requirements by 31st March 2024.</p> <p>After 31st March 2024, Natural England will not make any further payments to the Contractor (Natural England will pay the Contractor for all works satisfactory carried out in accordance with the Contract and approved by Natural England's project lead), unless Natural England communicated via a Contract Change Note that the works will continue to its conclusion (31st March 2025).</p> <p>Natural England would give the Contractor a minimum 4 weeks' notice of the termination of the contract, and in that case, the Contractor and Defra should meet by the end of February 2024 to agree the outstanding work that the Contractor should complete by 31 March 2024.</p>
<p>9. Charges</p>	<p>The Charges for the Deliverables shall be as set out in Annex 3.</p>

10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>[REDACTED]</p> <p>Alternatively, you may post to: Shared Services Connected Ltd DEF Procure to Pay PO Box 790 Newport Gwent, NP10 8FZ</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>
11. Authority Authorised Representative(s)	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
12. Address for Notices	<p>Authority:</p> <p>Natural England – Specialist Services Foss House 4th Floor, King's Pool, 1-2 Peasholme Green, York, YO1 7PX</p> <p>[REDACTED]</p>

	<p>Supplier:</p> <p>Land Use Consultants Limited, 12th Floor, Beacon Tower Colston Street, Bristol, BS1 4XE</p> <p>[REDACTED]</p>
13. Key Personnel	<p>Authority:</p> <p>Natural England – Specialist Services Foss House 4th Floor, King’s Pool, 1-2 Peasholme Green, York, Y01 7PX</p> <p>[REDACTED]</p>
	<p>Supplier:</p> <p>Land Use Consultants Limited, 12th Floor, Beacon Tower Colston Street, Bristol, BS1 4XE</p> <p>[REDACTED]</p>
14. Procedures and Policies	<p>For the purposes of the Contract the procurement relevant procedures and policies are specified within the Specification (Annex 2).</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>

15. Limitation of Liabilities	See Clause 12.1
16. Insurance	<p>The Supplier shall hold the following insurance cover from the start date/commencement date for the duration of the Contract and continuing 3 (Three) years after the Expiry Date in accordance with this Order Form</p> <ul style="list-style-type: none">• Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million;• Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million;• Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million;• Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million;



Annex 1 – Authorised Processing Template

Contract:	C - 20523
Date:	31 August 2023
Description Of Authorised Processing	Details
Subject matter of the processing	The subject matter is data concerning the Project and (a) provided by Natural England, or (b) data received by the Contractor in the course of the performance of this Contract.
Duration of the processing	The Contract Period
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose of the processing is to enable the performance of the Contract. None of the data may be shared or disseminated by the Contractor in any way (save to the Authority) without the express consent of the Authority</p>
Type of Personal Data	Information will include names, addresses, telephone numbers, email addresses,
Categories of Data Subject	<p>Staff (Authority)</p> <p>Contractors (Supplier)</p> <p>Land Managers</p> <p>Other key stakeholders to the project as identified through the project.</p>

Annex 2 – Authority Specification

MAINTAINING THE VISIBILITY OF ARCHAEOLOGICAL SITES ON MOORLAND:

Has the success of upland ELS (options UD13, UHD13 and UOD13) been continued and replicated within CS (option UP3) and what do counterfactual sites tell us about the efficacy of these options? What lessons can we learn for E.L.M.?

February 2023

1. BACKGROUND

Historic environment and archaeological features come in a variety of forms from barrows to hillforts, settlement site and related field systems, industrial and military sites. They help us to understand the cultural landscape in which we live, work and play and give a 'sense of place' and local distinctiveness to our landscapes. Such features are unique, fragile and irreplaceable – once lost they are gone forever.

Agri-environment schemes (AES) provide financial incentives for farmers, woodland owners, foresters and land managers to look after and improve the environment. Farmers and land managers can select from a range of environmental management options to create an agreement that fits their farming practices and meets the environmental priorities for their farm. One of the aims of the scheme is to protect the historic environment for the benefit and enjoyment of future generations.

AES recognise the unique nature of many historic environment assets and both Environmental Stewardship (ES) and Countryside Stewardship (CS) include options and capital items that farmers can use to fund works that protect, conserve and restore those fragile assets accessible to scheme.¹

A key goal of the 25 YEP² is the enhancement of Beauty, Heritage and Engagement, with the new environmental land management (E.L.M.) system to deliver this and 'incentivise and reward land managers to restore and improve our natural capital and rural heritage' (25 YEP pg. 37). It states that 'Initiatives to protect and improve our natural world and cultural heritage are acts of stewardship by which we discharge our debt to it, and so are moral imperatives in themselves, but they are also economically sensible' (25 YEP pg. 15). And it states that a new approach to managing land sustainably is required that will 'recognise good practices that build up and bolster natural and heritage assets' (25 YEP pg.32).

Moorland archaeological remains often encapsulate what is iconic about these landscapes and define a sense of what it is to be English. These areas form the backbone of our national parks and areas of outstanding natural beauty and are, quite rightly, our treasured protected landscapes.

¹ AES cannot easily fund works/management on historic assets with ill-defined locations; normally find spots including flint scatters.

² Soon to be recast as the Environment Improvement Plan under the 2021 Environment Act [25-year-environment-plan.pdf](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/96424/25-year-environment-plan.pdf) (publishing.service.gov.uk)

Our moorlands deliver an extensive range of public goods such as climate change mitigation including embedded carbon, recreation and tourism, clean water, air and thriving wildlife. Appropriate conservation of archaeological and other historic environment remains there add significantly to these multi-objective aims and opportunities. Such remains contribute to our natural capital stock from which a variety of benefit flows support wider ecosystems services as explored in **Assessing SHINE features in the Lake District National Park using the NCA/Cultural Capital process**

³.

Maintaining the visibility of archaeological sites on moorland has been an AES objective for many years. Our uplands preserve some of our most extensive and numerous archaeological sites largely because they haven't suffered the intensity of landscape change and agricultural pressure seen in lowland areas. Simply put they provide some of our most detailed and well preserved insights into human activity over millennia from earliest prehistory. It is important that both individual sites remain visible but also interrelationships between sites across a landscape.

Visibility, particularly for slight and subtle prehistoric monuments, is important for intellectual access (education, study, visible access and investigation, enjoyment and well-being) and as a contribution to local landscape character, frequently referenced in National Character Area (NCA) statements⁴. Maintaining visibility is also important in supporting the continued protection and management of often fragile and vulnerable sites; reducing inadvertent damage and allowing better condition management. Maintaining visibility is largely targeted through carefully agreed stocking and grazing regimes as well as avoidance of new plantings⁵ on known monuments; mechanical methods of vegetation reduction can cause damage including clipping of earthworks and dislocation of stones and other built fabric.

Under upland Entry Level and Higher Level Schemes (ELS/HLS) a set of relevant supporting options (**UD13 Maintaining visibility of archaeological features on moorland, UHD13 and organic option UOD13**) were introduced in 2010 under a specific initiative to enhance the reach of agri-environment schemes in the uplands. These explicitly referenced the need for archaeological features visible at the start of an agreement to remain so throughout its duration and paid on an income foregone basis to help achieve this outcome. Options could only be used on visible archaeological features shown on the agreement Environment Information Map or Farm Environment Record and was a part parcel option. Throughout this period data on historic environment assets has been provided to agreement applicants. Since 2015 this was via the Hefer (Historic Environment Farm Environment Record) provided through the Selected Heritage for Natural England (SHINE) portal; prior to that HER and Historic England consultations were provided for each agreement application. Applicants were

³ [Assessing SHINE features in the Lake District National Park using the NCA/Cultural Capital process: Summary \(glos.ac.uk\)](https://glos.ac.uk/assessing-shine-features-in-the-lake-district-national-park-using-the-nca-cultural-capital-process-summary/)

⁴ The importance and value of archaeological sites in peatlands, many of which are on moorlands, is flagged in this recent survey on natural capital
[:https://www.ons.gov.uk/economy/environmentalaccounts/bulletins/uknaturalcapitalforpeatlands/naturalcapitalaccounts-uk-natural-capital](https://www.ons.gov.uk/economy/environmentalaccounts/bulletins/uknaturalcapitalforpeatlands/naturalcapitalaccounts-uk-natural-capital) - Office for National Statistics (ons.gov.uk)

⁵ New guidance on tree planting on peat [Decision support framework for peatland protection, the establishment of new woodland and re-establishment of existing woodland on peatland in England](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/614442/Decision-support-framework-for-peatland-protection-the-establishment-of-new-woodland-and-re-establishment-of-existing-woodland-on-peatland-in-England.pdf) - GOV.UK (www.gov.uk)

required at application stage to submit photographs of archaeological assets to be protected by the option. The following uptake was seen: -

Option	No of Agreements	ELS Points provided (53 points per feature)	Total Lifetime Cost of Option for 10 years of HLS agreement (Payment £53 pa per feature)
UD13	561	546,271	
UHD13	11		£14,665
UOD13	2	530	
TOTALS	574	546,627	£14,665

(Genrep Report: This is total uptake throughout the years as recorded in scheme records September 22)

For link to option guidance see **Appendix 1**.

Many of these agreements remain live having been 'extended' in recent years in line with current approaches to AES scheme management and renewal before E.L.M. becomes fully available.

Under Countryside Stewardship Higher Tier Option **UP3 (Management of Moorland)** offered differently worded protection to moorland historic environment assets. **UP3** is a multi-objective option which can, amongst other things, *protect historic features by ensuring they exhibit no bare soil or poaching*; are unaffected by trees, bracken and scrub, and have no developing animal burrows. It can only be used on priority habitat. The explicit reference to maintaining visibility of archaeological features is not included and specific prescriptions addressing the needs of archaeological sites became optional.⁶

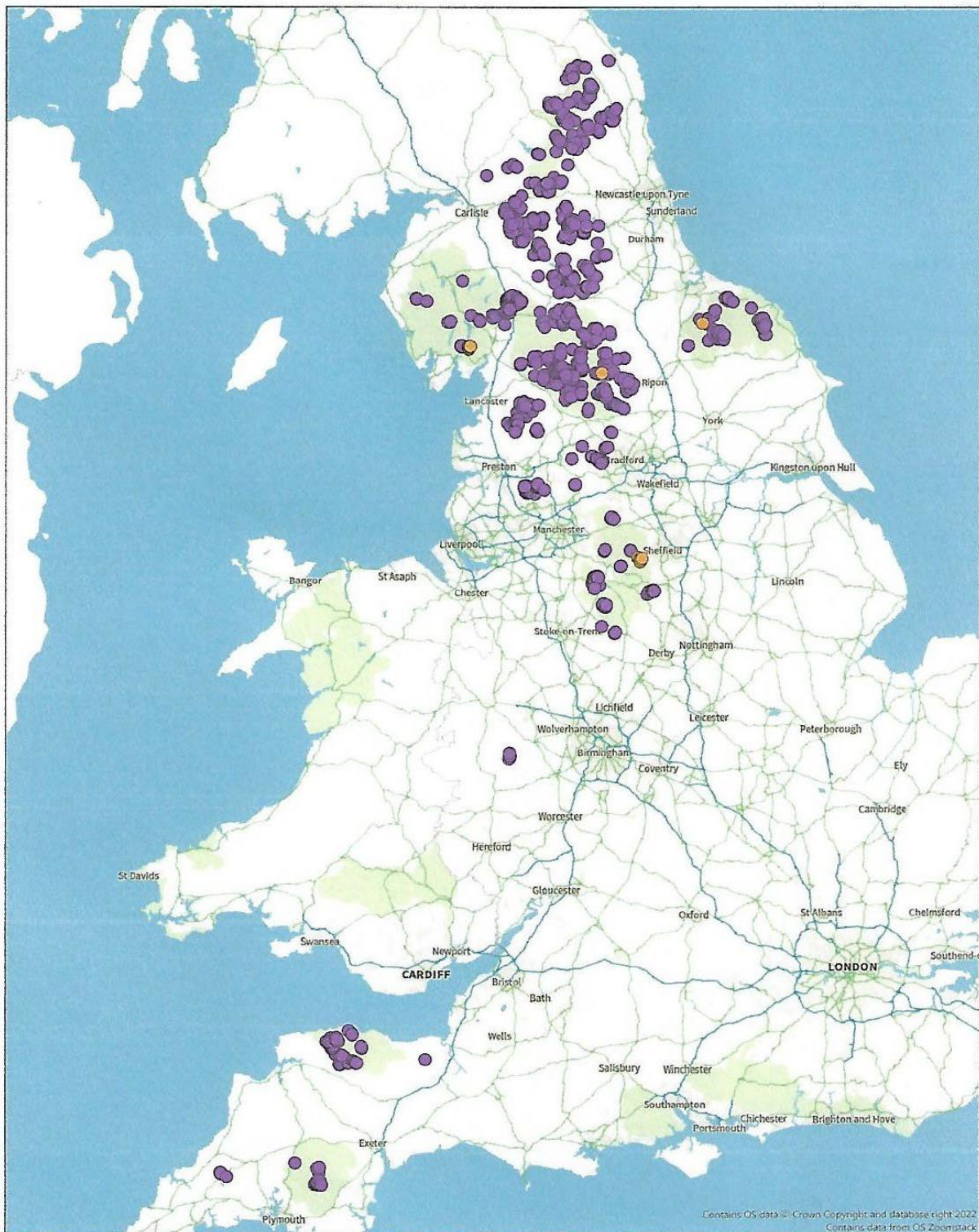
Uptake at July 22:

193 agreements including 1156 individual uses of option with c102,582 ha of UP3 @ c £4.4m total cost pa.

(data extracted by NE from RPA option data).

All of these options are only available for moorland above the moorland line.

⁶ See Appendix 1 for detail on prescriptions available for UP3



Agreements with option UP3 Management of Moorland

● Live ● Closed

Scale: 1:1,750,000

Contains, or is derived from, information supplied by Ordnance Survey.
© Crown copyright and database rights 2022, Ordnance Survey 100022021.
Contains data from OS Zoomstack.

0 50 100
km

Map produced by Emma Walters, Data Services
August 2022
Reference: NE-2022-6-21-11-35-13



The impact land management was having on historic environment assets in the uplands has not been reviewed since 2011 when ADAS presented **Conservation of the Historic Environment in England's Uplands** Contract Report BD1706 [Science Search \(defra.gov.uk\)](https://www.defra.gov.uk/science/search/). This was a literature review of available published, and unpublished 'grey' literature supported by targeted case studies and stakeholder interviews and provided commentary on a variety of vegetation types and related management, considering impacts of each. There has been no specific study of the impact of Environmental Stewardship (ES) and Countryside Stewardship (CS) on the protection and management of moorland archaeology.

As we look forward to new land management regimes to be introduced under E.L.M it is timely to review the most recent and relevant options to identify what has worked well or been problematic, in particular looking at the detail of option changes between Environmental Stewardship (ES) and Countryside Stewardship (CS) and in particular the continuing visibility of archaeological sites. It is also important to consider the impact of other changes in moorland management which affect visibility. These include recent restrictions on the use of burning on moorland peats and also restrictions on the availability of chemicals for bracken control. Assessment of management regimes used to support shooting estates may also be appropriate.

In recent years remote sensing has been increasingly used to help identify and review management of moorland environments; it is particularly useful for consideration of remote and difficult of access areas. For this project, building on previous reporting including review of bracken coverage and management ⁷, aerial photographic, satellite, LiDAR and possibly drone data will be used for selected sites to identify how they can be used particularly to establish baseline evidence suitable for review at key points during and at the end of agreements.

Without this project we run several risks: success and good practice go unrecognised. Poor practice goes forward into E.L.M. with associated costs and impacts on value for money as well as missed opportunities to deliver integrated environmental outcomes. It is an imperative that best practice is taken into E.L.M. with a view to ensuring that the scheme continues to deliver the government's Historic Environment objectives and commitments as well as ensuring options are integrated with place-making, and that recreation and well-being opportunities are recognised and promoted to enable the development of resilient communities.

2. PROJECT OBJECTIVES

Apart from limited work in the ADAS report (flagged above) these options, UD13, UHD13, UOD13 and UP3, have not been reviewed from an historic environment perspective. Some anecdotal evidence from established historic environment specialists, especially those working in protected landscapes, is that changing land management practice is leading to many archaeological features becoming more overgrown and less easy to see and understand. For example, discussion in: - [Dartmoor Society Debate: Return of the Wildwood? - Is Rewilding the Future for Dartmoor?](#) This situation is also reflected in some Historic England Heritage at Risk assessments where 'plant growth', 'bracken' or 'tree and scrub growth' are identified

⁷ Bracken project **Long Term Effectiveness of AES Bracken Control**, 2021 Environmental Systems Ltd + CCRI. Defra funded AES monitoring and evaluation project. [Science Search \(defra.gov.uk\)](https://www.defra.gov.uk/science/search/)

as principal vulnerabilities. More recently concerns about over-grazing have raised heads [again https://www.theguardian.com/environment/2023/apr/24/fears-natural-england-may-lose-powers-amid-row-with-dartmoor-farmers](https://www.theguardian.com/environment/2023/apr/24/fears-natural-england-may-lose-powers-amid-row-with-dartmoor-farmers) In this instance it appears that over intense grazing is causing erosion on and around designated monuments (Dawn Enright pers comm April 23).

The project should consider whether there have been changing trends over time – are numbers of moorland designated sites with such vulnerabilities actually increasing? If the latter we need to understand the datasets and evidence (as opposed to perceptions of change) which have underpinned and vulnerability changes. Understanding of changes in stocking and grazing regimes, and drivers for such, over the last 50 years will be crucial.

Due to the specialist nature of this work a multi-disciplinary team of professionals will be required to deliver this project: historic environment specialists with particular knowledge of upland archaeology and upland land management; including knowledge of upland agri-environment schemes; earth observation specialists used to using satellite, drone and other mapping and imagery whilst agreement holder/manager surveys will require in depth experience in creating, delivery and analysis of such.

This project has three key aims which are outlined here. The project includes three tasks, listed below, which should enable the contractor to achieve these aims.

The project's aims are to:

a) Identify uptake of these options; including transition between schemes and map uptake against known Historic Environment assets by:

- Mapping the location of all uses of Environmental Stewardship Options UD13, UHD13 and UOD13 and UP3 to assess geographic differences and to ensure a spread of agreements from different locations will be assessed. Use Land Parcel Info System data (LPIS – supplied by DEFRA) to locate land parcels within which options are used.
- Map related uplands options and capital items which may also support management of historic environment assets: including:-
 - UP 4 Management of moorland vegetation supplement
 - UP 5 Moorland re-wetting supplement
 - UP 6 Upland livestock exclusion supplement
 - SP 3 Bracken control supplement
 - SP 5 Shepherding supplement
 - SP 6 Cattle grazing supplement
 - SP 8 Native breeds supplement
 - SB 4 Chemical bracken control

- SB 5 Mechanical bracken control

- Map Scheduled Monuments, SHINE data and other key historic environment datasets provided by ALGAO colleagues to provide an understanding of archaeological sites in areas above the moorland line and under option.
- Identify agreements that have moved from ES to CS options and whether prescriptions addressing the needs of archaeological sites are still in place. The latter may relate to underlying habitat and changing approaches to management of such.
- As a counterfactual identify whether archaeological sites are visible on moorland where agreements are in place but none of the prescriptions protecting archaeology have been used; this might include analysis of sites lying outside priority habitat areas and hence ineligible for UP3 option use.
- As a further counterfactual some moorland not in scheme should be considered to see how visible and well managed archaeological sites there are – this being important to identifying whether having an agreement in itself raises awareness and thereby benefits the historic environment.
- Map the habitat types and designation level of historic environment assets comparing uptake by individual option. This will build on earlier reporting and provide updated insight into the most problematic moorland vegetation types impacting on the visibility of archaeological sites.

b) Identify how delivery of these options is operating by:

- Analyse a sample to assess the effectiveness of the options on the visibility of archaeological features known within agreements where appropriate prescriptions have been used (e.g., P299, P300 and P501)⁸. This sample is likely to have been largely pre-selected by Natural England with supporting data being available for consultants. It should be noted that agreement records provided will be non-digital documents – time much be allowed to read, digest and use this.
- Use satellite imagery, aerial photography and LiDAR as appropriate to confirm known HE features and provide initial remote assessments of condition and land management. The value and limitations of drone observation should also be investigated and presented. This should consider factors including bracken and scrub extents but also any transitions between close cropped grassland and rough grassland. Work should distinguish between long established bracken and scrub extents and areas where such appears and new and developing problem.
- Using background research, professional judgement and discussion with relevant sector professionals (advisers and land managers) identify best practice in terms of scheme delivery and heritage protection. Quantify the contribution of the work to addressing scheme objectives.

⁸ See Appendix 1: UD13, UHD13, UOD13 option descriptions and UP3 prescriptions.

- Using targeted interviews with agreement holders, Natural England and other advisers assess the role of specialist advisers (whether Natural England, Historic England or other bodies) in identification scoping and successful delivery of option. In particular examining role and value of Natural England Expert Historic Environment Staff. The latter analysis should distinguish between national and area-team based staff, consider their different roles and the relative effectiveness of each.

c) Identify how delivery of these or comparable options could be improved by:

- Undertaking a literature review on current guidance.
- Assessing whether updated and additional guidance is required.
- Assessing whether updated and additional training is required for land management or other specialist advisers.
- Identifying and considering blockers to uptake, such as
 - complexity of delivery process,
 - skills availability (Natural England)
 - skills availability (land managers)
 - skills availability (contractors)
 - grant-aid rates⁹ and partner contributions,
 - payment delivery and cash flow issues with grant aid.
 - any additional blockers to delivery identified during the project but not listed above.
- Identify tensions between delivery of current historic environment objectives around visibility of monuments and wider environmental objectives.

Outputs will be used to adapt the options and promote them within an E.L.M. outcome framework to ensure they deliver across the beauty, heritage and engagement agenda of the 25 YEP.

It is hoped the project will develop the guidance needed to ensure heritage assets are conserved for future generations and instil a sense of place and community whilst encouraging an exploration of the past, recreational opportunities and mental and physical well-being.

3. Project Oversight:

⁹ It would be essential to explain the ‘income forgone’ considerations which underpin all scheme grant aid rates to ensure they are understood during any discussions with land managers.

This project will be overseen by Natural England Historic Environment and Monitoring and Evaluation Specialists with the support of a Steering Group. The latter will include DEFRA, Historic England and Association of Local Authority (ALGAO) colleagues. It is anticipated that 5 full 2-hour virtual Steering Group meetings will be required to support the project. In addition, at least monthly virtual MS Teams meetings with the internal Natural England management team can be anticipated.

It is anticipated that a start-up meeting will be face to face; probably in the Natural England York Office. Costings for 4 face to face meetings should be included with equivalent costings for online versions.

4. Project Timetable:

Further details will be provided below but it should be noted that this project will extend across two financial years and will include a break clause between each. Year 2 is dependent on funding availability and confirmation of contract variation by Natural England. Confirmation is planned for Q3 (Oct-Dec 2023) or early Q4 (Jan-Mar 2024). Confirmation of funding for year 2 will be communicated to the successful contractor in writing (via a Contract Change Note) by Defra Group Commercial. The successful contractor should be aware that any work undertaken before an electronically approved change is approved by both the customer and the contractor is undertaken at the contractor's own risk.

PROJECT TASKS

TASK 1 – (Data Collection and initial analysis) Identify and map all examples of use of ES and CS options and collate supporting evidence for option use.

- Use agri-environment data <https://naturalengland-defra.opendata.arcgis.com/> to identify relevant option use throughout England.

Link to live CS data: <https://naturalengland-defra.opendata.arcgis.com/datasets/Defra::countryside-stewardship-scheme-2016-management-options-england/explore?location=52.829950%2C-2.128500%2C6.59>

Link to live ES data: <https://naturalengland-defra.opendata.arcgis.com/datasets/environmental-stewardship-scheme-options-england/explore?location=52.810900%2C-2.168450%2C6.58>

Closed agreement dataset will be provided (if required) via a bespoke request to data services to be arranged in discussion with Natural England.

- Map on an ArcGIS system to allow distribution, location of funded options (both in open and closed agreements) to be viewed and shared.

- Map habitat types, including priority habitats, so that these can be linked to individual option uptake. [Living England: From Satellite Imagery to a National Scale Habitat Map - Natural England \(blog.gov.uk\)](#)
- Identify and analyse patterns of option uptake in particular comparing and contrasting ES and CS engagement including transition between the two.
- Analyse patterns of geographic option uptake; particularly comparing and contrasting ES and CS.
- Consider relationship of option uptake to location above the moorland line within designated landscapes (eg NP's; AONB, WHS).
- Consider option uptake in relation to large conservation-led owners (eg NT; RSPB etc).
- In discussion with Historic England map Heritage at Risk sites and flag those with all vulnerabilities which provide insight into monument visibility.
- In discussion with ALGAO map SHINE data for insight into undesignated historic environment assets.
- In discussion with ALGAO protected landscape colleagues map any locally used indicators of archaeological importance eg Dartmoor's 'Protected Archaeological Landscapes (PALs) data'.
- Explore and document, drawing on previous research, availability of Satellite, aerial photography, LiDAR and any other remote sensing data across the areas above the moorland line under consideration with commentary on their likely useability for more detailed analysis. Use this to develop a methodology for use of such which can then be field tested in further project stages following discussion with the project steering group. This should identify both benefits and limitations of use of remote sensing for this project and be robust enough to test to support the following tasks. The value and/or limitations of drone survey should also be considered.

TASK 2 – Desk based discussion and assessment to identify sample for in depth analysis.

- Conduct 'Expert' interviews with a range of historic environment and land management specialists to gain insight into professional understanding of issues and concerns around visibility of archaeological sites. To include targeted Natural England, HE specialists and land management advisers, Historic England, National Trust, National Park, AONB and ALGAO colleagues. Contact list to be agreed through the project Steering Group. These interviews will help guide selection of sites/agreements for field visits.
- Identify and analyse a broad sample for desk-based analysis of c200 (c.25% of 767 agreements with option uptake at July 22) agreements with the relevant options uptake across the country reflecting geographic spread. These should be agreed in discussion with Natural England and the project SG; the group should be a mix to include:

- UD13 uptake
- UHD13 uptake (only 13 sites total)
- UOD uptake (only 2 sites total)
- UP3 uptake including prescriptions designed to protect historic environment assets
- UP3 uptake not including above prescriptions (for counterfactual analysis)

For speed Natural England will pre-select data for in initial agreement sample of around this size. Additional agreement data will be provided with SG approval.

The overall aim of this desk based analysis is to identify, based on available information, the best agreements meriting further detailed analysis. The sample should include examples from all major uplands' areas, include a range of ownership types, and include a broad spectrum of typical types of moorland archaeology.

- Identify a sample of moorlands with archaeological sites but no agri-environment scheme in place (for counterfactual analysis)

TASK 3 – (In Depth Field and Attitudinal Survey)

Based on Task 2 devise more detailed surveys to meet detailed project requirements. Tenderers are invited to propose the method by which surveys and data analysis will be undertaken based on their understanding of the desired project outcomes, including estimated samples sizes for survey in order to deliver robust results.

A detailed attitudinal questionnaire/survey which can be used with all agreement holders participating in TASK 3 surveys must be devised. This will provide crucial data and evidence to complement and support any fieldwork findings. Detailed on-site/land manager questions should include, but not be restricted to, the following: -

Data and understanding of archaeological sites:

- How well is the moorland archaeology recognised and understood?
- How is visibility of archaeological sites recognised and understood?
- Do land managers have the full agreement HEFER or equivalent and full monument descriptions and mapping of any designated sites?
- How good and easily understood is the 'baseline' information available on archaeological sites and how is this being used and augmented – e.g. with photographic evidence?

Management of archaeological sites:

- What are the management challenges affecting management of archaeological sites and how well are these understood?
- Who do you look to for advice and guidance on Historic Environment management within your scheme? How does this work?
- Have any comments been received about visibility, or lack thereof, of archaeological sites from historic environment specialists, local surveyors and the general public?
- How do you think the general public, especially locals, understand and value this historic environment on your moorland? Could this be improved and how?
- What are the habitat management requirements on site and do these conflict with requirements for archaeological sites?
- Are the suite of available options and capital items being fully used and to positive effect for archaeological sites?
- Is stock management working to deliver the full range of agreement requirements including maintaining visibility of archaeological sites?
- How does grazing and stock management operate across the option area? What stock are used and recorded in stocking calendars?
- How could stock management be better targeted on maintaining the visibility of archaeological sites? Are established grazing systems and types of livestock achieving suitable results? Are mob grazing or collared grazing (virtual fencing) being used and what results is such showing?

Other management drivers for the moorland:

- What other designated sites/features are present on the moorland and what are their key management requirements?
- Is moorland managed as part of a wider network? If so, what is this and what are key drivers for management?
- Who does the on-site day-to-day land management and associated review of option outcomes and success? How are they informed of option and capital item requirements and how do they report back on these?
- What impact is stock management having on control of scrub, trees, bracken?
- Are other methods required to control scrub, trees, bracken? How are these funded; how successful are they and how might control of such be improved where required?
- Are requirements to retain archaeological site visibility and vegetation control being impacted by other major land management initiatives – for example moorland restoration or new tree planting and related initiatives. How is this being handled to ensure option requirements can still be met in full?

- Has management of archaeological sites been impacted by controlled or accidental burning or restrictions on latter? If impacted how has management been reviewed to ensure sites remain visible?

Public perception of moorland archaeology and related value:

- How frequently are archaeological sites visited by archaeological professionals/students/general public?
- How are archaeological sites valued? How are they recognised as 'public' goods for which public payment should be made? How might the latter influence payment rates?
- Are the archaeological sites identified as natural or cultural capital and how is this used?
- How could their archaeological sites be better understood, appreciated and protected?

Well-Being/quality of life:

- How do you value the archaeological sites on your moorland?
- How often do you look at them on the ground?
- How do they support to your understanding of the local area and 'sense of place'?
- How do they help support your own quality of life?
- Do the archaeological sites help you connect with others? (Social media, local networks etc)

Before actual survey work commences the detail of methodology and, in particular historic environment considerations and questions, must be agreed with the Natural England Historic Environment specialists leading the project.

Task 3a) Preparation for In Depth Field Survey

- Use remote sensing (satellite, aerial and any other accessible imagery) evidence to augment existing understanding of the nature, location and management of historic assets on above agreements.
- Devise and present approach and methodology to be taken to field-based survey to include recording methodologies and approach to be taken to independent contractor assessment of option use throughout. Approach must be agreed in advance with Natural England and project Steering Group as appropriate. It should use existing methodologies presented in the BEHTA Manual unless they can be demonstrated to be inappropriate.
- Devise and agree recording methodology for fieldwork findings with Natural England and Steering Group. Data must be suitable for long-term archiving on OASIS [OASIS: Home](#).

Task 3b) : Identify sites for Field Survey and undertake survey

- For each group option uptake group flagged in TASK 2 above, and where possible, select 10, and 15 live agreements from each category to visit to assess in further depth against project objectives. Provide costings for these 5 visit group options (50 or 75 total visits) to allow us to assess against available budget. Where low uptake restricts the number of possible visits identify additional target visits in other categories.

Option	Cost for the following numbers of agreements for visits
1. UD13	10 or 15
2. UHD13	13 (or full number showing uptake of this option)
3. UOD	2 (or full number showing uptake of this option)
4. UP3 + HE prescriptions	10 or 15
5. UP3 without HE prescriptions	10 or 15
Additional random section of 1,4, & 5 required to achieve visit targets	5 or 15
TOTAL NO OF VISIT OPTIONS TO BE COSTED	50 or 75

Please note bids will be evaluated on the basis of the quote for 75 visits (c 10% of 767 agreements using these options). Smaller sample sizes may be required due to budget availability.

Visit the representative sample of project agreements using these options across the country and

- conduct 'face to face' survey of land managers who have used these options; survey questions should include, but not be restricted to, those flagged in 3 above.
- visit the assets in question to 'ground-truth' option use, including presence/absence and extent of vegetation growth, presence/absence of bare soil/poaching and presence/absence of animal burrowing

- c) compare visit data with information gained from remote sensing.
- d) Following site visit review findings with land manager and refresh pre-visit survey commentary.
- Carefully consider and report on likely changes of vegetation over the year (e.g., if visiting early in the year consider whether the site will later be obscured by new bracken or other vegetation growth).
- Record appropriate data on-site including photographic evidence where appropriate.
- Develop and present an informed independent critique on above during the survey to cover both land manager responses and fieldwork findings. It is essential that critical independent contractor critique is not left until post-fieldwork projects stages as this must build from on-site assessments.

Task 3c): Initial Synthesis of fieldwork findings including overarching independent contractor assessment of option use.

The synthesis should consider the following questions, in addition to any the successful contractor proposes:

- Were options being used on the right archaeological features as identified in the options map and HEFER or equivalent?
- How visible are the archaeological features on visit and on remote sensing?
- Is visibility restricted to individual features or are the targeted features part of wider archaeology readable across a moor (- i.e., at landscape scale)
- How has this visibility been achieved and maintained?
- Has visibility been achieved/maintained within option requirements or without (e.g. capital works, volunteer labour etc)
- Is visibility causing any management issues on the area of option coverage or from evidence from 'face-to-face' land manager survey (visitor/livestock pressure?)
- Is visibility helping avoid any management issues visible in adjacent areas outside the option coverage or from evidence from 'face-to-face' land manager survey (e.g., clipping by moorland cutting, vandalism, burrowing animals etc)
- Site-by-site based independent view on option success or failure in terms of whether prescriptions have been achieved and whether the original aims of the option have succeeded.
- Any obvious and immediate changes to management which could be made to improve the success of the option?

Workshop:

A workshop should be held with key stakeholders at an appropriate point before final synthesis and reporting to present findings and collaborate to identify solutions for any key issues of concern. This should include stakeholders critical of present CS options to ensure the widest commentary possible.

TASK 4 – SYNTHESIS AND RECOMMENDATIONS

Based on tasks 1-3 present analysis and commentary on the project results and provide recommendations to improve delivery and uptake of the options. Reporting should provide commentary on the wider value of suitable conservation of moorland archaeological remains and how such contributes to the broad suite of current Natural England and Government environmental conservation aims and objectives. These should cover, but are not restricted to:-

- Natural Capital Values
- Cultural Capital Values
- Access, health and wellbeing values.

The 25 YEP will provide guidance on current thinking.

The should be presented in the form of a report suitable for peer review and publication as a Defra science report.

1. Outputs

Specific outputs for this project, and the financial year in which they are due:

1. A draft report for the project steering group on the results of the task 1 analysis for the project end within 100 calendar days after Contract Award.
2. An interim report for the project steering group at the end of task 2 work: to allow for any necessary review of approaches, sample sizes etc
3. A draft final report for project steering group review.
4. A comprehensive written **FINAL** report covering all objectives and tasks of the project and steering group and peer review comments by the end of September 2024.
5. A '2-page summary' report, using format in attached Annex A 'Summary Template' summarising the aims, outcomes and implications of the project, for use by policy colleagues, and other non-specialists by the end of September 2024.
6. An infographic, to be developed with the Natural England project manager, highlighting notable findings by the end of September 2024.

7. All data and metadata collected during the survey, including any copies of field sheets and associated spreadsheets populated with data will be provided to Natural England/Defra at the completion of the project, End September 2024. Data will normally be held digitally. GIS datasets will be required – noting that Natural England uses ArcGIS.
8. The contractor will present a webinar via the Natural England Historic Environment Expert Network to present the results and findings to NE and Defra staff and key stakeholders by the end of September 2024.

2. Reporting and milestones

The successful contractor will be required to produce:

- An interim report presenting the results from task 1 within 100 calendar days after Contract Award. The contractor will be expected to present the results of the data analysis to the project steering group, with an outline of how they will use this information to inform the development of the land manager surveys.
- An interim report for the project steering group at the end of task 2 work: to allow for any necessary review of approaches, sample sizes etc within 150 calendar days after Contract Award.
- A draft final report (with an accompanying draft 2-page summary) will be provided to Natural England by the end of July 2024 and a meeting to present/discuss the results will be arranged soon afterwards. This should include full analysis, conclusions and discussion on the data collected against the requirements.
- The finalised, peer-reviewed report, and accompanying final 2-page summary and infographic, will be provided to Natural England by the end of October 2024.
- Produce and present a webinar outlining the main results of this project suitable for key staff at NE, Defra Policy, and Historic England by the end of October 2024.

The webinar will also be recorded for NE's skills port to deliver wider dissemination within Natural England and Defra.

- A database (or equivalent) for the provision of data to Natural England at the end of the project

A final invoice for this work must be submitted by the end of November 2024.

Natural England requires the opportunity to comment on draft final reports. The appointed contractor will be responsible for ensuring both the quality of the work as well as the presentation of the material (e.g., proof reading, ensuring clear, plain English). The appointed Contractor is also to be aware that Natural England requests acknowledgement in the publication (including oral presentations) of its funded research, and that the project manager is notified at least two weeks prior to publication. All reports should be provided in MS Word and PDF format.

The final report will be externally peer-reviewed (note: the contractor will be responsible for arranging peer-review by two appropriate reviewers, to be agreed with the Natural England project officer) and be suitable for publication as a Defra science report.

For carrying out the peer review Natural England will provide:

- A form for peer reviewers to complete to guide them through key questions
- A declaration for reviewers to sign regarding the use of confidential information and any conflicts of interest.

There should be a minimum of two peer reviewers and they must be independent of organisations working on the project. A cost for peer review should be itemised in the tender. This should take into account staff time to organise the peer review, staff time to edit reports in light of the reviews (subject to steering group agreement) and cover costs for reviewers if required

Natural England is happy to encourage widespread publication and welcomes the use of appropriate trade press, peer-reviewed journals, sector-specific journals and appropriate use of social media.

Note: If the findings of the work are deemed suitable, the contractor will aim to submit a manuscript to a peer-reviewed journal as soon as possible after completion of the report, co-authored by staff from the contractor and Natural England, as appropriate. A proposed timetable for submission of manuscript and publication timeline will be agreed with Natural England.

3. Project Management and timetable

Duration: This is a 18 month project subject to progress and funding review at the end of FY 2023 – 2024.

The first phase of the project (completion of task 1 and interim report) is to be completed within 100 calendar days after Contract Award.

Natural England will establish a steering group to oversee the contract including representatives from NE and Defra and other relevant partners. It is anticipated that the steering group will meet at least 3 (three) times during the course of the contract, at the project inception stage (Autumn 2023) to discuss the interim results following the farmer surveys and planning of analysis (Spring 2024 in financial year 2023/2024) and at draft final report stage (Summer 2024).

The successful contractor will appoint a project leader. The project leader will be responsible for the management and delivery of the project and will act as the liaison point with the Natural England project manager.

The successful contractor will be expected to attend a project inception meeting (face to face or virtual meeting as agreed), where they will need to provide a detailed proposal and plan for the assessment they will undertake and agree any variations with the project panel.

The successful contractor project leader will be responsible for setting up interim meetings. If agreed and in line with government guidance, face to face meetings will occur in NE offices in York. In the light of current situations video conferencing may be a suitable alternative to face-to-face meeting.

A final meeting will be held once the draft report has been delivered, where the results can be discussed, and the dissemination webinar outline agreed.

Secretariat and production of minutes from meetings will be the responsibility of the successful contractor, who will share meeting minutes with the project team, NE and the steering group, where applicable.

The project leader will send a short (no more than 1-page A4) written progress update to the NE project manager once a month. The form of these updates will be agreed in the inception meeting. The contractor must produce and update a risk assessment analysis of each stage of the works.

4. IPR and data sharing

All data resulting from this project, project documents, Intellectual Property Rights and other materials will be the property of Natural England.

Natural England is committed to making as much of its evidence and information as possible available for reuse by others, under the Open Government Licence. Wherever possible, the data arising from this project should be suitable for release under Open Government Licence.

To facilitate the project aims, NE's Data Services team will liaise with the successful contractor to generate a contractor data licence. The contractor will be responsible for applying to and liaising with the Data Services team in requisite time in order to obtain the necessary data. The project officer will assist in this and make a preliminary enquiry on behalf of the project but, following outline approval the successful contractor(s) will be required to provide a full data request as required to meet the detail of their tender.

Data will be supplied to the successful contractor via secure data sharing in a format to be agreed with the contractor and NE's data services / GIS team. This will comprise information relating to Countryside Stewardship schemes and will include land parcel references alongside the chosen option code.

All information provided to the contractor for the purposes of this project, shall be kept securely, confidentially and disposed of at the end of the project. It must not be used elsewhere without prior consent. The supplier will be required to follow Natural England's data protection policy and only act on information provided under our instruction.

5. Survey Requirements

As surveys are to be undertaken as part of this study, approval will need to be gained from the Survey Control Liaison Unit (SCLU) in Defra. Any structured approach made by or on behalf of the Government in order to obtain aggregated data is classed as a

statistical survey and should be referred to SCLU. This also applies to customer satisfaction surveys.

NE and Defra are strongly committed to minimising the burden they place upon businesses and local authorities. As a result, proposals for new surveys must be assessed by the SCLU. In order to undertake the survey of agreement holders, proposed as part of this project, approval will need to be gained from the SCLU. NE will make the initial application, but following outline approval the successful contractor(s) will be required to provide a draft questionnaires and survey plans to be agreed and approved. A period of at least 6 weeks should be built into the project plan to accommodate this survey approval process.

It is the responsibility of the successful bidder to ensure that the survey is provided in accordance with the time requirements of this project for SCLU approval

APPENDIX 1

Links to ENTRY LEVEL STEWARDSHIP Option Guidance:

UD13 Maintaining visibility of archaeological features on moorland 53 points per feature

[\[ARCHIVED CONTENT\] Entry Level Stewardship: Environmental Stewardship handbook, third edition - NE226 \(nationalarchives.gov.uk\)](#) page 126

This option is only available on SDA land above the Moorland Line.

This option aims to retain archaeological features in the uplands as visible features in the landscape: i.e., the features should already be visible at the start of the agreement. Archaeological features in the uplands are often better preserved than their lowland counterparts as they have not suffered the same intense activity. The uplands are therefore important reservoirs of information about our past, how humans have interacted with their environment and how they have adapted to change over the centuries, including past climate change.

This option can only be used on archaeological features shown on your Environmental Information Map or your FER. You can obtain information about archaeological features on your farm from your local Historic Environment Record (HER). For further information on HERs, see <http://www.heritagegateway.org.uk>. This option is not a whole parcel option but is intended to encompass an area large enough to include the whole of the archaeologically sensitive area and may include a suitable buffer. The total size of the feature and buffer should be no more than 50 m in radius. A feature can either be a single item on its own or a Wheel ruts and supplementary feeding are damaging the number of the same/related items in close proximity stone circle. to each other (within the 50 m radius). A number of features may be recognised in the same parcel of land. Linear features, such as a historic ditch, can be represented in lengths of 50 m. For this option, you must comply with the following:

- Obtain current, dated, photographs of the feature as evidence of its condition when you joined the scheme, retain these photographs and submit a copy with your application.
- Maintain the visibility of the archaeological feature.
- Do not allow poaching or other activities that result in bare ground or ground disturbance on the feature.
- Do not cause damage to the feature, for instance creating ruts by driving or allowing anyone else to drive over undamaged parts of the archaeological feature with any vehicle, including quad bikes and ATVs (All Terrain Vehicles).
- Do not supplementary feed on or next to the feature.
- Do not allow any scrub or bracken growth on the feature. If scrub is present, ELS option ED4 Management of scrub on archaeological features will be more appropriate.

- Do not cut vegetation between 1 March and 31 August to avoid the nesting season. Remove cuttings and brash from the site. Cutting by hand may be necessary to prevent damage.

UHD13/UOD13: NE228pt4- OELS Handbook Section U.pdf:

[\[ARCHIVED CONTENT\] Organic Entry Level: Environmental Stewardship handbook, third edition - NE228 \(nationalarchives.gov.uk\)](#) page 138 for option details.

These are variations on the above UD 13 option suitable for use in organic agreements.

Countryside Stewardship UP3 Option Guidance:

[UP3: Management of moorland - GOV.UK \(www.gov.uk\)](#)

UP3: Management of moorland

Find out about eligibility and requirements for the management of moorland option.

Published

2 April 2015

Last updated

8 February 2022 — [See all updates](#) **NOTE: ALL UPDATES MUST BE CONSIDERED WHERE RELEVANT**

How much will be paid

£51 per hectare (ha).

How long this option lasts

This option runs for 10 years, not the standard 5 years for the scheme.

Where to use this option

It is available for Countryside Stewardship Higher Tier on whole or part parcels, but only on parcels:

- above the Moorland Line
- that cross the Moorland Line
- that contribute to a single grazing unit above the Moorland Line
- that contain one or more moorland priority habitats or species
- above the stock-proof boundary of enclosed in-bye land that contain semi-natural moorland habitat vegetation (for example allotments, intakes or newtakes)

Features that can be included in this option

You can include the following features if they are part of the land, even if they are not eligible for the Basic Payment Scheme (BPS):

- bracken
- ditches
- dykes
- scrub including gorse bushes and briar
- scree, rock, outcrops or boulders
- streams less than 4m wide and that take up less than 1ha of the parcel
- ponds less than 1 ha of the parcel
- unsurfaced roads, tracks and paths

How this option will benefit the environment

It will:

- maintain and restore moorland priority habitats and ecosystem function
- maintain and restore species
- protect historic features
- strengthen landscape character

If successful there will be:

- improved condition of moorland habitats and associated species
- enhanced soil management
- reduced diffuse pollution
- improvements to water quality and flood risk management
- historic environmental features with no bare soil or poaching (trampling)
- stabilized and permanently re-vegetated areas that were previously eroded
- historic features unaffected by trees, bracken and scrub
- no animal burrows developing on historic features

Requirements

You will probably need to:

- only graze the land in accordance with the stocking calendar
- stick to the minimum and maximum stocking rates for each month and for different types of grazing animal
- manage vegetation by burning or cutting, using agreed practices
- prevent spread of bracken or scrub on historic or archaeological sites
- carry out a wildfire risk assessment

The agreement will set out what you cannot do. It's likely you'll not be allowed to:

- plough, harrow or roll
- cultivate or re-seed
- apply any fertilisers, manures or lime
- apply supplementary feed other than as prescribed
- use pesticides other than as prescribed

Keeping records

You must send the following with your application:

- a map of permitted access routes - you can mark these on any map, including your Farm Environment Record (FER)

On your annual claim you must declare that you have not carried out any activities prohibited by the option requirements.

You must keep the following records and supply them on request:

- copies of the Wildfire Risk Assessment and, where required, the Wildfire Response Plan (agreed with fire service) and Wildfire Management Plan - for guidance and example plans see the [Uplands Management Group template](#) or [Forestry Commission's guide](#)
- records of all management activity on the option area for each parcel
- receipted invoices, consents or permissions connected with the work
- a stocking calendar approved by Natural England
- photographs of the extent of scrub and bracken on any historic and archaeological features on the site before works start
- a monthly record of stock numbers by parcel and stock type

- photographs of the extent of scrub and bracken on historic and archaeological features

The detailed requirements for this supplement will be tailored to the Higher Tier site. You should discuss and agree these requirements with your adviser.

Prescriptions

Mandatory prescriptions and Indicators of Success **must** be used in all agreements. Optional prescriptions include alternatives. Advisers must ensure that all **NECESSARY** optional prescriptions are included.

Prescription text must not be amended except within square brackets where there is scope to provide the specified type of information, following any guidance provided. Advisers must use prescriptions in combination to achieve the desired outcome. Note that compliance with all aspects of the prescription must be verifiable, and that agreement holders can be required to provide evidence of compliance. You should bear that requirement in mind when developing the prescription text.

Indicators of Success are intended as a guide to agreement holders so that they can judge the effectiveness of management.

Negotiated schedule - eligibility requirements, prescriptions and indicators of success

[UP3: Management of moorland - GOV.UK \(www.gov.uk\)](http://www.gov.uk)


Higher Tier prescription	Mandatory or optional prescription	Guidance
P2 Do not apply any fertilisers or manures.	Mandatory	There is no further guidance to support this prescription.
P3 Do not apply any lime.	Mandatory	There is no further guidance to support this prescription.
P10 Only use pesticides, including herbicides, to spot-treat [or weed-wipe] for the control of injurious weeds[, invasive non-natives, nettles, rushes or bracken].	Mandatory	You may edit the list eg to take out bracken if other means of control are required and are included in a separate prescription.
	Mandatory	There is no further guidance to support this prescription.


P30 Do not plough, cultivate or re-seed.		
P32 Only undertake or permit vehicular access on agreed routes as identified in [MAP REF]. Do not create new tracks for vehicle access.	Optional	There is no further guidance to support this prescription.
P35 There must be no supplementary feeding.	Optional	Use P35 where it is agreed that there will be no stock feeding. P35 and P520 are alternatives – always use either P35 or P520.
P42 [Control/Manage] [scrub/SPECIES] [in XXXX] [by method] so that [by year [NUMBER]] cover [of XXXX in the [LOCATION]] is no more than [NUMBER]%. [Remove all cut material.]	Optional	Use this prescription to specify management of scrub or other vegetation. For example use on heath where common gorse and other scrub is prevalent. Heath with western gorse should be managed by cutting, burning or grazing as with heather-dominated heath. Such western heath tends to have heather and other dwarf shrubs in an intimate mix and grades to heather-dominance, eg with increasing altitude. However, note that scrub can also be of benefit to biodiversity and resource protection so the advisor should consider both the pros and cons of scrub management.
P112 Carry out a Wildfire Risk Assessment [and agree a Wildfire Response Plan with the local Fire Service]. Provide and maintain fire control measures[, as detailed in the Wildfire Response Plan]. [Agree a Wildfire Management Plan with your	Mandatory	The wildfire risk assessment must be fit for purpose and it will determine whether a response and/or Wildfire Management plan is needed. Guidance and a suggested template for a Wildfire Risk Assessment are


Natural England advisor [in consultation with the local Fire Service].]		available from the Uplands Management Group.
P137 Control rush so that dense stands do not cover more than [20%] of the parcel area. Manage by grazing and/or cutting every year to achieve a sward height of [less than 20 cm by 30 September]. [Do not cut between [15 March and 31 July].] [Cut no more than [a third of the area] of rushes [in each field or XXX]. Do not cut rushes [in wet flushes or XXX].]	Optional	This prescription should normally only be applied to areas of dense soft or hard rush where control is required to improve habitat structure or to address problems of rush invasion. Advisors should consider the benefits of maintaining rush cover particularly in valley mires, flushes, fens and swamps. In most cases these should be excluded from the areas to be cut. Amend dates as appropriate – extend the July date to mid-August if there are late breeding birds eg snipe. Dense stands of rush do not provide suitable habitat for waders to breed. Snipe will nest amongst rushes, but not if they are too dense. Rushes should cover no more than 30% of the field - ideally less than 10% for lapwing and redshank.
P189 Do not harrow or roll.	Mandatory	There is no further guidance to support this prescription.
P299 Prevent additional scrub encroachment on historic or archaeological features.	Optional	Cutting followed by stump treatment is usually more appropriate for archaeological sites than grubbing up.
P300 Prevent the spread of bracken on historic and archaeological features.	Optional	Use where HE features are at risk from spread of bracken and subsequent damage by rhizomes. The use of herbicides may be restricted by other prescriptions (eg P10). It may be necessary to

		<p>use the bracken control capital item.</p> <p>This prescription should always be included on Scheduled Monuments at risk with a principal vulnerability of vegetation growth or scrub in order to comply with GAEC 7.</p> <p>Where there is a clash between optimal management for bracken loving species and for historic features please refer to TIN047.</p> <p>Mechanical bracken clearance (SB5) may not be suitable on some archaeological sites and may need consent from Historic England on Scheduled Monuments. Consult an historic environment adviser for alternative methods such as crushing where chemical means (SB4) are not available. Where the archaeological feature is extensive a part-parcel HS4 option may be more appropriate.</p>
<p>For agreements starting in 2016 ONLY</p> <p>P441 Only carry out mechanical operations or allow other activities that may cause disturbance to [breeding &/or non-breeding birds] [between 16 July and 31 October]. [This does not apply to ditch maintenance.] [Follow your agreed wildfowling strategy and submit annual bag returns to [delivery body].]</p>	Optional	<p>Amend dates as appropriate – extend the July date to mid-August if there are late breeding birds eg snipe.</p> <p>Advisors should be cautious about including the optional reference to ditch maintenance as this prescription should not be inferred as allowing or consenting ditch maintenance that would otherwise require consent. It should never be used where ‘ditch maintenance’ could be considered as referring to grips or other moorland drains. Delete the clause</p>



		about ditch maintenance and wildfowling unless there is a specific reason to retain them.
For agreements starting in 2017 and later years P441 Only carry out mechanical operations or allow other activities that may cause disturbance to [breeding &/or non-breeding birds] [between 1 July and 31 October]. [This does not apply to ditch maintenance.] [Follow your agreed wildfowling strategy and submit annual bag returns to [delivery body].]	Optional	See guidance above.
P501 Manage by burning on [XXXX] historic or archaeological features identified in [XXXX] rather than cutting or swiping.	Optional	See Management to deliver this option page for guidance on burning and cutting on blanket bog
P502 Access routes for heavy machinery and vehicles must not cross sensitive habitats and historic or archaeological features [xxxx], identified in [MAP REF].	Optional	There is no further guidance to support this prescription.
For agreements starting in 2016 ONLY P520 Do not supplementary feed [except: <ul style="list-style-type: none"> • [for the provision of mineral blocks (non-energy based)] • [scattering of hay/haylage on areas XXXX identified in XXXX] • [concentrates/XXXX on areas XXXX identified in XXXX]]. 	Optional	There is no further guidance to support this prescription.
For agreements starting in 2017 and later years	Optional	There is no further guidance to support this prescription.

<p>P520 Do not supplementary feed [except:]</p> <ul style="list-style-type: none"> • [for the provision of mineral blocks (non-energy based)] [OR] • [scattering of hay/haylage on areas XXXX identified in XXXX] [OR] • [concentrates/energy blocks that are regularly moved identified in XXXX]. 		
<p>P573 In years 1 to 5] M/manage [SPECIES] scrub by rotational cutting [every 5 years] [as shown on REF] to achieve cover of [at least 5%/between 1% and 5%]. [Do not cut more than x% of the scrub in any one year.][Never completely eradicate scrub from the site.]</p>	Optional	Use this prescription where 'light touch' control over scrub cover is needed.
<p>P593 Only graze [Parcel(s) XXXX] in accordance with the stocking calendar which includes minimum and maximum stocking rates by grazing animal type by month.</p>	Mandatory	<p> Link to Stocking Calendar guidance</p> <p>A stocking calendar has long been a standard requirement on agreements where rates and timing of grazing are important site management considerations, typically in moorland maintenance and restoration options. The stocking calendar usually sets out the minimum and maximum numbers of each type and of grazing livestock in monthly, or sometimes part-monthly, periods.</p> <p>Agreement holders will have to report on where livestock are when NOT on parcels with grazing options.</p>

		Advisors may need to devise stocking calendars separately for individual parcels.
P666 Maintain an annual record of active graziers with their numbers and types of stock for the period of the agreement.	Mandatory	There is no further guidance to support this prescription.
P673 Agree all drainage works, including modification to existing drainage, in writing with Natural England before undertaking any works.	Optional	There is no further guidance to support this prescription.
P697 Carry out the management for [priority s41 species] [so that by year [X] [VEGETATION CONDITIONS]] as set out in XXXX/Implementation Plan/Feasibility Study produced by [name, organisation] dated [date]].	Optional	See Management to deliver this option page for guidance on burning and cutting on blanket bog
P705 Keep a monthly record of stock numbers grazing on [Parcel(s) XXXX]. The record must include the number of animals by species [cattle/sheep/ponies] and the number of grazing days by each species. Make the record available on request and submit a copy with your annual claim.	Mandatory	There is no further guidance to support this prescription.
P713 Do not burn or cut where vegetation has over 50% cover of heather [as shown on map x].	Optional	<p>For agreements with blanket bog please follow the  UP3-blanket bog instruction note to ensure the agreement is EU infraction-proof.</p> <p>P713 allows you to prohibit burning or cutting on all or part of the site. Use this</p>

		<p>where it is agreed that there will be no burning or cutting. This could apply to part of a site if so described on a map. Note: the HGBC states “Aim only to burn areas with a 50% or greater cover of heather”. This prescription extends the restriction to areas where heather cover exceeds 50%. There should be no burning in areas with 50% cover of heather or less or in sensitive areas to comply with the scheme baseline. Prescriptions should not duplicate the requirements of the baseline. This prescription could be used in other habitats where there is over 50% cover of heather but these are likely to be wet heath or bog and are better covered by other prescriptions.</p> <p>See Management to deliver this option page for guidance on burning and cutting on blanket bog</p>
<p>P714 Where there is vegetation that has over 50% cover of heather [as shown on map x] and exceeds 30cm in height:</p> <p>In areas on mineral soils marked as dry heath on the map [x] manage by [burning and or cutting and or grazing as set out in the stocking calendar] so that a maximum of [xx] ha is burned or cut each year.</p> <p>Burning and / or cutting on dry heath area[s] [shown on map [x]] must not result in:</p> <ul style="list-style-type: none"> • damage to the soil surface which results in colonisation by ‘acrocarpous’ mosses • signs of burning [or cutting] into the moss, liverwort and lichen 	Optional	<p>For agreements with blanket bog please follow the  UP3-blanket bog instruction note to ensure the agreement is EU infraction-proof.</p> <p>Use this prescription where you wish to prescribe areas to be burned and a minimum rotation (expressed as an area that may be burned each year). This should be set to be consistent with achieving / maintaining SSSI favourable condition. The HGBC relates rotation length to growth rate assuming that burning does not occur until heather has reached 30cm. The amount to</p>

<p>layer, or exposure or breaking of the soil surface due to burning.</p> <p>[Do not burn or cut areas of wet heath or bog on peat soils in excess of 40cms deep as marked on map [x]]</p>	<p>be burned each year should be related to growth rate(s) and the requirement to achieve favourable condition.</p> <p>It is unlikely that you will be able to repeat the prescription to vary rates on different parts of a single parcel but it may be possible to have different prescription sets for different parcels.</p> <p>Delete the clause about wet heath and bog if these habitats are not present but retain it if you are prohibiting burning or cutting of wet heath or bog. Advise agreement holders that the reference to wet heath includes the feature on soil of any depth though any ambiguity should be resolved in mapping.</p> <p>Archaeological features are often more sensitive to cutting than burning hence sensitive areas may vary between the two types of management. As plans are meant to define outcomes not methods (and cutting is often used in conjunction or addition to a mostly burning regime e.g. for firebreaks) it is best to be explicit as to why areas are sensitive and to include known archaeological features in all plans to allow flexible management practices.</p> <p>Acrocarpous mosses are generally those with an upright growth form. It is a technical term but most gamekeepers, for example, readily recognise them by that growth form.</p>
--	--

		See Management to deliver this option page for guidance on burning and cutting on blanket bog
<p>P715 Where there is vegetation that has over 50% cover of heather [as shown on map x] and exceeds 30cm in height:</p> <p>[In areas on mineral soils marked as dry heath on the map [x] manage by [burning and or cutting and or grazing as set out in the stocking calendar] so that a maximum of [xx] ha is burned or cut each year.]</p> <p>[Burning and / or cutting on dry heath area[s] [shown on map [x]] should not result in:</p> <ul style="list-style-type: none"> • damage to the soil surface which results in colonisation by 'acrocarpous' mosses • signs of burning [or cutting] into the moss, liverwort and lichen layer, or exposure or breaking of the soil surface due to burning.] <p>[Burning and / or cutting on blanket bog and wet heath areas[s] [shown on map [x]] may be carried out only as part of a restoration plan or wildfire risk management plan agreed with Natural England.]</p>	Optional	<p>For agreements with blanket bog please follow the  UP3-blanket bog instruction note to ensure the agreement is EU infraction-proof.</p> <p>Use this prescription where there is a significant area of wet heath or bog vegetation and a reference to a restoration plan is required. You may delete the references to dry heath if these are not relevant.</p> <p>See Management to deliver this option page for guidance on burning and cutting on blanket bog</p>
<p>P717 Where there is vegetation that has over 50% cover of heather [as shown on map x] and exceeds 30cm in height:</p> <p>In areas marked as dry heath on the map [x] manage by [burning and or cutting and or grazing as set out in the stocking calendar] to:</p> <ul style="list-style-type: none"> • [[Maintain / increase by [x%]] the area of heath 	Optional	<p>Any burning must follow The Heather and Grass Burning Best Practice Guides</p> <p>For agreements with blanket bog please follow the  UP3-blanket bog instruction note to ensure the agreement is EU infraction-proof.</p> <p>P717 allows you to describe outcomes to be achieved on dry heath habitat WITHOUT</p>

<ul style="list-style-type: none"> • [Develop/Maintain] at least [10%] of the area of heather dominated heath outside sensitive areas in the late mature or degenerate growth phases • [Develop/Maintain] a sward with [two] species of dwarf shrub over [x%] of the site • [Develop/Maintain] vegetation with at least [x] species of pleurocarpous moss, liverwort or non-crustose lichen [over x%] of the site • [Create/maintain] a mosaic of patches of different age and maximum 1ha in size] • Maintain cover of scattered trees and scrub at less than [x%] • Avoid damage to the soil surface which results in colonisation by 'acrocarpous' mosses or burning into the moss, liverwort or lichen layer • Avoid expansion of bracken • Avoid damage to historic features • [xxxxxx] <p>[Burning and / or cutting on blanket bog and wet heath areas[s] [shown on map [x]] may be carried out only as part of a restoration plan or wildfire risk management plan agreed with Natural England.]</p> <p>Any burning must follow The Heather and Grass Burning Best Practice Guides.</p>		<p>being prescriptive. It should be used only where you and the applicant agree that the outcomes are understood, are practical and achievable. This prescription places responsibility on the agreement holder to deliver an outcome and not simply follow a prescription. Consider the requirements for reporting / compliance checking. The agreement holder should assume that if the outcomes are not met then they will be in breach and at risk of recovery. The prescription will be verified through the requirement for an annual selection of beneficiaries to submit farm records for manual check. Non-compliant records will be put forward for follow-up on-the-spot inspection.</p> <p>The use of this prescription would not remove the requirement to ensure that any management that is consented on an SSSI must be compatible with SSSI recovery and it does not remove the need for any management to be subject to a Habitat Regulations Assessment.</p> <p>See Management to deliver this option page for guidance on burning and cutting on blanket bog</p>
<p>P718 Notify any accidental burns, those that do not follow good practice or any that affect areas that should not be burned to Natural England within one week.</p>	<p>Mandatory</p>	<p>There is no further guidance to support this prescription.</p>

P719 Maintain records of all burning and cutting to allow review of delivery of outcomes. Make records available to Natural England on request.	Optional	There is no further guidance to support this prescription.

Indicators of Success

Indicator of Success	Mandatory or optional loS	Guidance
IOS42 [By year X T]here should be a continuous grass sward over historic and archaeological features [XXXX in/on the XXXX]. Bare patches and erosion should cover no more than [5%] of the feature/s (unless the nature of the feature is in itself de-vegetated e.g. built heritage, industrial sites).	Optional	There is no further guidance to support this loS.
IOS43 The vegetation on key historic or archaeological features [XXXX in/on the XXXX] should be less than [20cm high on average].	Optional	There is no further guidance to support this loS.
IOS44 There should be visible earthworks [on historic and archaeological features XXXX in/on the XXXX] that are not obscured by erosion, dumping, or vegetation.	Optional	There is no further guidance to support this loS.
IOS107 For areas of upland dry heath there should be:	Optional	Link to IOS107 guidance for UP3

<ul style="list-style-type: none"> • [[By year X, A]t least [50%] cover of dwarf shrubs [, with at least [two] species at least [frequent]]. [Dwarf shrub should not occur/should be less than X% on historic feature XXX.] • [By year X, N]o signs of burning [in 'sensitive areas' as defined in the Heather and Grass Burning Code, 2007/ into the moss, liverwort or lichen layer]. • [By year X, a] range of age classes of [dwarf shrubs] present [throughout areas in a burning rotation]. This should include at least [10%] in the late-mature/degenerate stage. <p>[By year X, G]razing should remove no more than [33%] of [heather/dwarf shrub] shoots (when assessed between February and April) and/or flowering [heather] plants should be at least frequent in [late summer-autumn] (where present).]</p>		
<p>IOS108 For areas of upland wet heath there should be:</p> <ul style="list-style-type: none"> • [[By year X, B]etween [25% and 75%] cover of dwarf shrubs [(except when bog-mosses (Sphagnum) or other wetland indicators are dominant)] with cross-leaved heath at least [occasional]]. • [By year X, a] combined cover of grasses, sedges and rushes of less than [75%] and cover of soft-rush less than [10%]. • No signs of recent burning [in 'sensitive areas' as defined in the Heather and Grass Burning Code, 2007/ [or] into the moss, liverwort or lichen layer or 	Optional	Link to IOS108 guidance for UP3

<p>exposure of bare peat due to burning].</p> <p>[By year X, G]razing should remove no more than [33%] of [heather/dwarf shrub] shoots (when assessed between February and April) and/or flowering [heather/cotton-grass] plants should be at least frequent in [late summer-autumn/spring] (where present).]</p>		
<p>IOS109 For areas of mountain heath there should be:</p> <ul style="list-style-type: none"> • [[By year X, A]t least [one] species of dwarf shrub and at least [one] species of moss, liverwort or lichen at least [frequent]. • [By year X, A]t least [25% for moss heath or 66% for dwarf shrub heath] cover of [(dwarf shrubs, common juniper, dwarf willow, woolly fringe-moss (Racomitrium), bushy (Cladonia) lichens, alpine lady's-mantle, stiff sedge, mat-grass and wavy hair-grass)]. • No signs of burning. <p>[By year X, G]razing should remove no more than [10%] of the leaves of desirable species [and/or 20% of heather shoots (the latter ideally assessed between February and April)].]</p>	Optional	<p>CSM requires that one species of dwarf shrub and one moss, liverwort or lichen be present – this may be interpreted as being at every sample.</p> <p>Values for cover combine the CSM attributes from Alpine summit communities and Alpine dwarf-shrub heath.</p>
<p>IOS110 For areas of blanket bog there should be:</p> <ul style="list-style-type: none"> • [[By year X, A]t least [frequent] [bog-mosses (Sphagnum),] [, with less than [10%] damaged (dead/bleached or crushed/broken/pulled)]. 	Optional	<p>Link to IOS110 guidance for UP3</p>

<ul style="list-style-type: none"> • [By year X, B][etween 20% and 75%] cover of dwarf shrubs [(except when bog-mosses (Sphagnum) or other wetland indicators are dominant)] [, with at least [two] species at least [frequent]]. • [By year X, A]t least [frequent] flowering [cotton-grass/grasses and sedges/ heathers and / wetland herbs] in season. • [By year X, A] cover of [cotton-grass, deer-grass and purple moor-grass] individually less than [75%].] 		
<p>IOS111 For upland flushes, fens and swamps there should be:</p> <ul style="list-style-type: none"> • [[By year X, A]t least [frequent] [bog-mosses (Sphagnum), 'brown mosses', sedges and/or wetland herbs] [, with less than [10%] Sphagnum damaged (dead/bleached or crushed/broken/pulled).] • [By year X, L]ittle or no cover of [trees and shrubs or disturbed bare ground] [(less than 10%)]. • [By year X, A]t least [frequent] flowering [cotton-grass, grasses and sedges, heathers and wetland herbs] in season. • [By year X, L]ess than [10%] cover of [soft rush, common reed, Yorkshire-fog and/or creeping buttercup].] 	Optional	<p>These features are highly variable and IOS should be tailored to reflect specific circumstances in conjunction with an FCT if appropriate. They encompass a range of NVC types and features that may be assessed under several CSM interest features (Alkaline fen (upland, excluding alpine flush), Alpine flush, Short-sedge acidic fen (upland), Spring-head, rill and flush (upland), Transition mire, ladder fen and quaking bog (upland))</p> <p>In most cases the set of taxa and their abundance to be included in the assessment should be bespoke and informed by the BEHTA, ISA/CSM data or other available evidence. In some flushes soft and/or sharp-flowered rushes will be prominent (eg in forms of M6 and M23) and it may be appropriate to accept high cover.</p>
	Optional	Includes CSM Interest features Calcareous rocky slope,

<p>IOS112 For upland cliffs and screes there should be:</p> <ul style="list-style-type: none"> • [[By year X, L]ess than [25%] cover of bracken, scrub and trees. • [By year X, L]ess than [1%] cover each of weeds [(creeping and spear thistles, docks, brambles, common ragwort and common nettle)] and non-native species. • [By year X, L]ess than [10%] cover of disturbed bare ground.] 		<p>Calcareous scree, Siliceous scree, Tall herbs (upland). IOS should be bespoke for each site. Indicators reflect generic negative features, reflecting the difficulty of developing positive attributes for such varied vegetation.</p>
<p>IOS113 For upland calcareous grassland there should be:</p> <ul style="list-style-type: none"> • [[By year X, More than 20%] cover of wild flowers and sedges throughout the sward (excluding undesirable species listed below and creeping buttercup and white clover) with [at least one] of XXX] frequent and [at least three others] occasional. • [By year X, L]ittle or no [creeping thistle, spear thistle, curled dock, broad-leaved dock, common ragwort, common (stinging) nettle and false oat-grass] (less than [5%] cover). • [By year X, L]ess than [25%] cover of herbs indicative of nutrient enrichment [(daisy, creeping buttercup, XXX)]. • [By year X, T]here should be less than [10%] cover of disturbed bare ground, (including localised areas, for example, rabbit warrens).] 	<p>Optional</p>	<p>Species composition attributes should be tailored to the site and should reflect baseline conditions of composition and abundance.</p>
<p>IOS114 For areas of calaminarian grassland there should be:</p>	<p>Optional</p>	<p>Link to IOS114 guidance for UP3</p>

<ul style="list-style-type: none"> • [[By year X, A][t least one] indicator species [XXX] present. • [By year X, L]ittle or no [UNDESIRABLE SPECIES] (less than [5%] cover). • [By year X, L]ittle or no cover of [trees and shrubs] [(less than 5%)]. • [By year X, B]etween [X% and X%] cover of bare ground [, including dry crumbly soil, soft damp soil, bare rock, cobbles, gravel and encrusting lichens] [in small patches approximately XXX in size]. • [By year X, L]ittle or no cover of [disturbed base ground]trees and shrubs] [(less than 10%)]. 		
<p>IOS115 For areas of limestone pavement there should be:</p> <ul style="list-style-type: none"> • [[By year X, A]t least [25%] cover of emergent and clint-top vegetation [(of total vegetation cover, i.e. excluding bare rock)]. [Woody species are at least occasional, but do not exceed [X] % cover.] • Less than 33% of current shoots of desirable trees and shrubs show evidence of browsing. • [By year X, L]ittle or no [UNDESIRABLE herbaceous SPECIES] (less than [5%] cover [collectively]). • [By year X, L]ittle or no cover of undesirable woody species ([sycamore, beech, blackthorn and cotoneasters])[(less than 10% [of the woody cover])].] 	Optional	<p>These indicators should apply to open, non-wooded pavements only. On designated sites FCT targets for woody cover should be adopted. CSM default values require woody cover on upland open pavements to be between 5 and 25% but check the FCT for the site.</p> <p>Cover of emergent and clint top vegetation should be of positive indicator species appropriate to the site.</p> <p>Bullets 2 and 3 above may be used to specify undesirable species or may be deleted if the indicators are adequately covered in the first bullet. Set the suite of undesirable species as appropriate to the site.</p> <p>Add a list of undesirable species – likely to include non-native species, negative indicators such as nettle, thistle, ragwort and docks, and</p>

		bracken. Undesirable woody species are listed separately and should be listed as appropriate to the site.
--	--	---

UP3:

Management to deliver this option

Choose appropriate combinations of prescriptions for the habitats/species present on the site AND a choice agreed with the applicant between a more prescriptive version and a more outcome focussed one.

Site Restoration Plans (SRP)

The SRP is a key part of the CS agreement and forms part of the agreement documentation.

The SRP must be issued as part of any new CS Higher Tier agreement offer where the Agreement Holder wishes to carry out moorland restoration works which includes burning or cutting on blanket bog or wet heath.

In accordance with prescription clause P717 the Agreement Holder is unable to cut or burn on blanket bog or wet heath without an SRP as a consequence of the mandatory sentence which states: "Burning and / or cutting on blanket bog and wet heath areas[s] [shown on map [x]] may be carried out only as part of a restoration plan or wildfire risk management plan agreed with Natural England"


When compiling the SRP.

For sites requiring a Site Restoration Plan the template will be provided contractors if required. You'll also find the adviser instructions and key messages document in the folder.

Burning and cutting

The Heather and Grass etc. Burning (England) Regulations 2021 prohibit burning on peat over 40cm deep except under licence.

For sites with blanket bog, please follow the  [instruction note](#) to ensure the agreement is EU infraction-proof

 [Guidance note on burning and cutting on blanket bog](#) - this guidance has been prepared as a result of the ongoing debate about whether moorland managers should be allowed to cut 'picking up' areas around grouse butts on blanket bog. It also covers burning and cutting on blanket bog on sites entered into a CS agreement

There are alternative burning or cutting prescriptions:

P713 allows you to prohibit burning or cutting on all or part of the site.

P714 and 715 are alternatives to be used on sites which are predominantly dry heath (714) or where there is a significant amount of wet heath or bog that may currently be in burning rotation (715).

P714 and 715 allow you to prescribe burning of dry heath by reference to a map showing areas subject to burning or cutting management and a maximum area to be burned each year.

P715 allows you to refer to a restoration plan for wet heath and/or bog. None of the prescriptions allow you to agree to rotational burning on wet heath or blanket bog. Any burning of blanket bog must only be undertaken if part of a separately consented / agreed Site Restoration Plan or Wildfire Management Plan.

On sites with heather dominated dry heath only use P713 or P714. Use P713, for example, on montane heath with heather to prohibit burning. Use it as a part parcel prescription to identify areas that should not be burned or cut on other heaths. Use P714 where you wish to allow rotational management of dry heath but not on wet heath or bog.

On sites with two or more of dry heather dominated heath, wet heath or blanket bog use P715 or 717. This allows you to refer to a restoration plan which may include burning and or cutting where that management contributes to a Site Restoration Plan or Wildfire Management Plan.

‘Catch up burning’: - There is no provision in these prescriptions for an ‘average’ annual rate or allowing for catching up. This is not possible for ‘control and verification’ reasons. Advisors should set the annual maximum burn rate with this in mind.

Scheme baseline: The scheme baseline requires that burning follows the Heather and Grass Burning Code. It has not been possible to refer to this in the prescriptions but we are able to refer to [Best Practice Guides](#). Advisors should take every opportunity to remind agreement holders of the baseline requirement, in particular that sensitive areas and areas with <50% cover of heather or with heather less than 30 cm tall should not be burnt, and ensure that burning prescriptions here make requirements that are ADDITIONAL to the Code. Advisors should provide agreement holders with a paper or electronic copy of the [Heather and grass burning code](#).

Burning of wet heath or bog: The HGBC states "Peat bog and wet heathland. These areas... should not be burned other than in line with a management plan agreed with Natural England..."

Reference to wet heath in prescriptions includes wet heath on soils of any depth though it usually occurs on peat soils <40 cm deep. Reference to bog on peat soils in excess of 40cm deep is to distinguish between heath and bog where there is ‘heath-type vegetation on deep peat’. Heath on peat soils >40cm should be regarded as bog habitat.

Advisors should not allow burning or cutting of these areas unless such management contributes to restoration of the habitats or is necessary for wildfire management.

Heath of bilberry, other dwarf shrubs, gorse or grass: You can use P573 to facilitate control of gorse by cutting.

Molinia dominated areas where burning may be an issue should be treated as degraded wet heath and should be covered by P715. Do not offer an agreement on grass moorland where managers wish to conduct burning of grass unless this is specifically part of a restoration plan to restore to wet heath or bog or as part of a wildfire management plan.

In the northern uplands most other forms of heath where heather is not present or is present at low cover are sensitive areas or burning would not be permitted by the HGBC. Management of gorse can be covered by P42. Elsewhere P717 may be used as it allows reference to The Heather and Grass Burning Best Practice Guides

Use of maps Use maps to support management prescriptions:

A habitat map is essential to delineate areas of different vegetation types and hence management. This should be agreed with the agreement holder and be used as a baseline against which habitat improvement / restoration is judged.

Management maps should show areas that may be subject to management and those that will not be. These maps should be as simple as possible to define the areas and help the agreement holder understand the requirements.


It may be helpful to agreement holders to differentiate on maps areas which should not be burned in line with obligations to follow the HGBC and those where management is defined by CS prescriptions.

Information for the adviser and which the adviser might also give to the agreement holder on management approaches to deliver the option.



Wildfire Risk Management Plan

Blanket bog and bare peat restoration

For sites where advisers are considering blanket bog or bare peat restoration, please read the guidance note  [relationship between agri-environment moorland prescriptions and the actual management requirement for blanket bog restoration / bare peat restoration](#). This relates to a number of prescription clauses.

Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3;

2. Rates and Prices

					£262,528.06
--	--	--	--	--	-------------

3. Currency

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

4. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

5. Electronic Invoicing

- 5.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 5.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 5.2.1 the date of the invoice;
 - 5.2.2 a unique invoice number;
 - 5.2.3 the period to which the relevant Charge(s) relate;
 - 5.2.4 the correct reference for the Contract
 - 5.2.5 a valid Purchase Order Number;
 - 5.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 5.2.7 a description of the Deliverables;
 - 5.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 5.2.9 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly

chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;

5.2.10 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and

5.2.11 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);

5.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 790, Newport, Gwent, NP10 8FZ with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

5.4 Invoices submitted electronically will not be processed if:

5.4.1 The electronic submission exceeds 4mb in size

5.4.2 Is not submitted in a PDF formatted document

5.4.3 Multiple invoices are submitted in one PDF formatted document

5.4.4 The formatted PDF is "Password Protected"

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

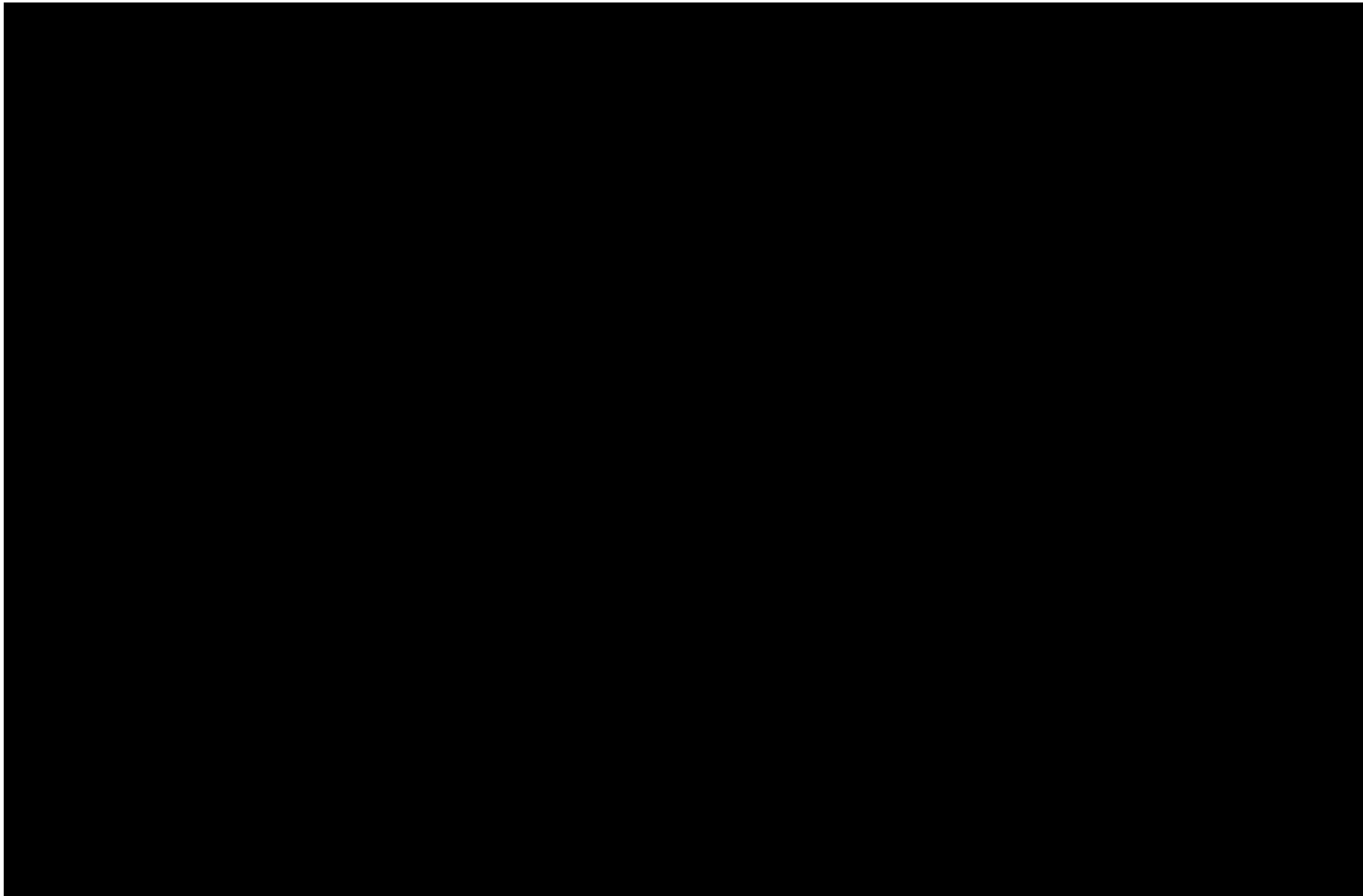
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

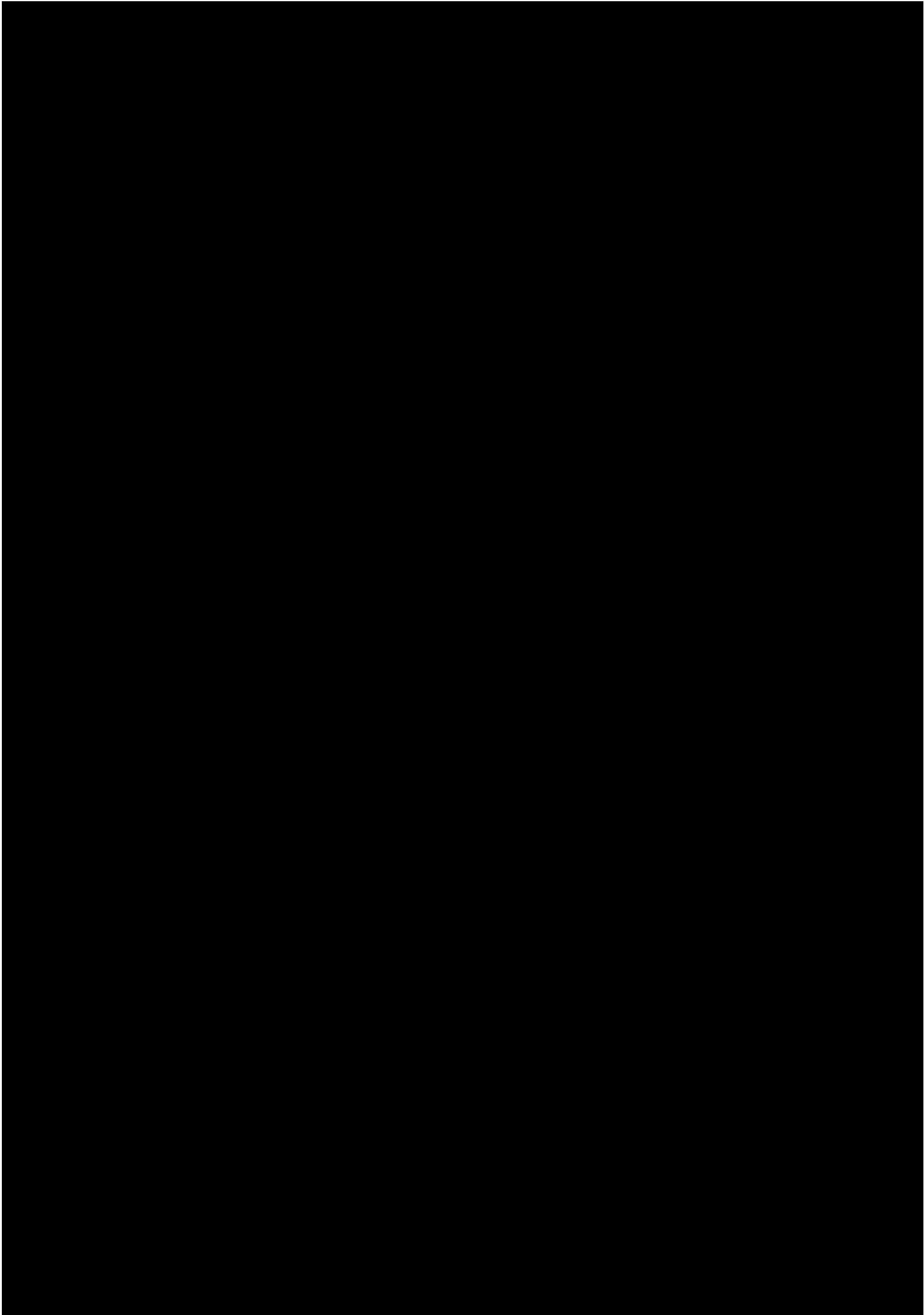
[REDACTED]

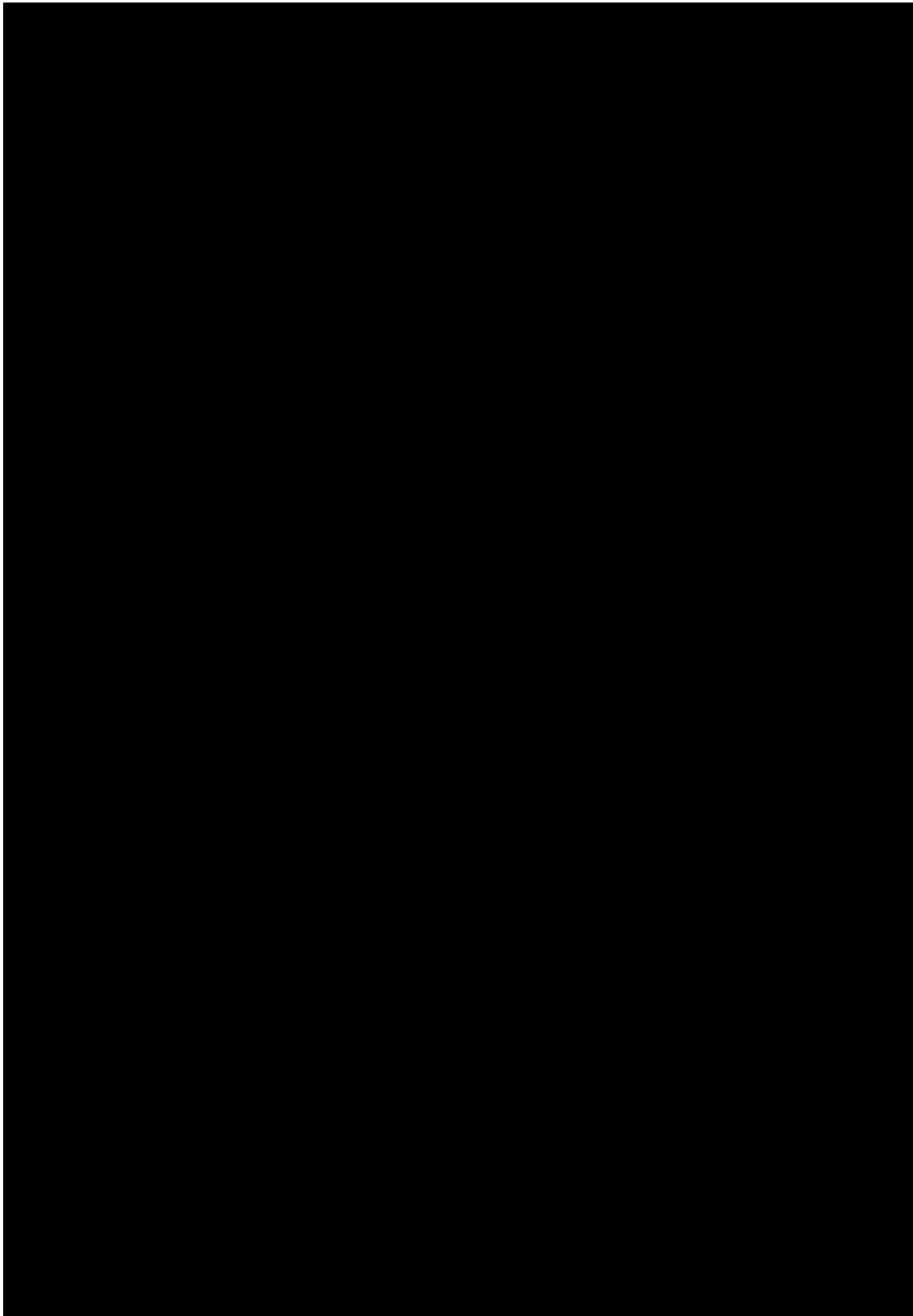
[REDACTED]

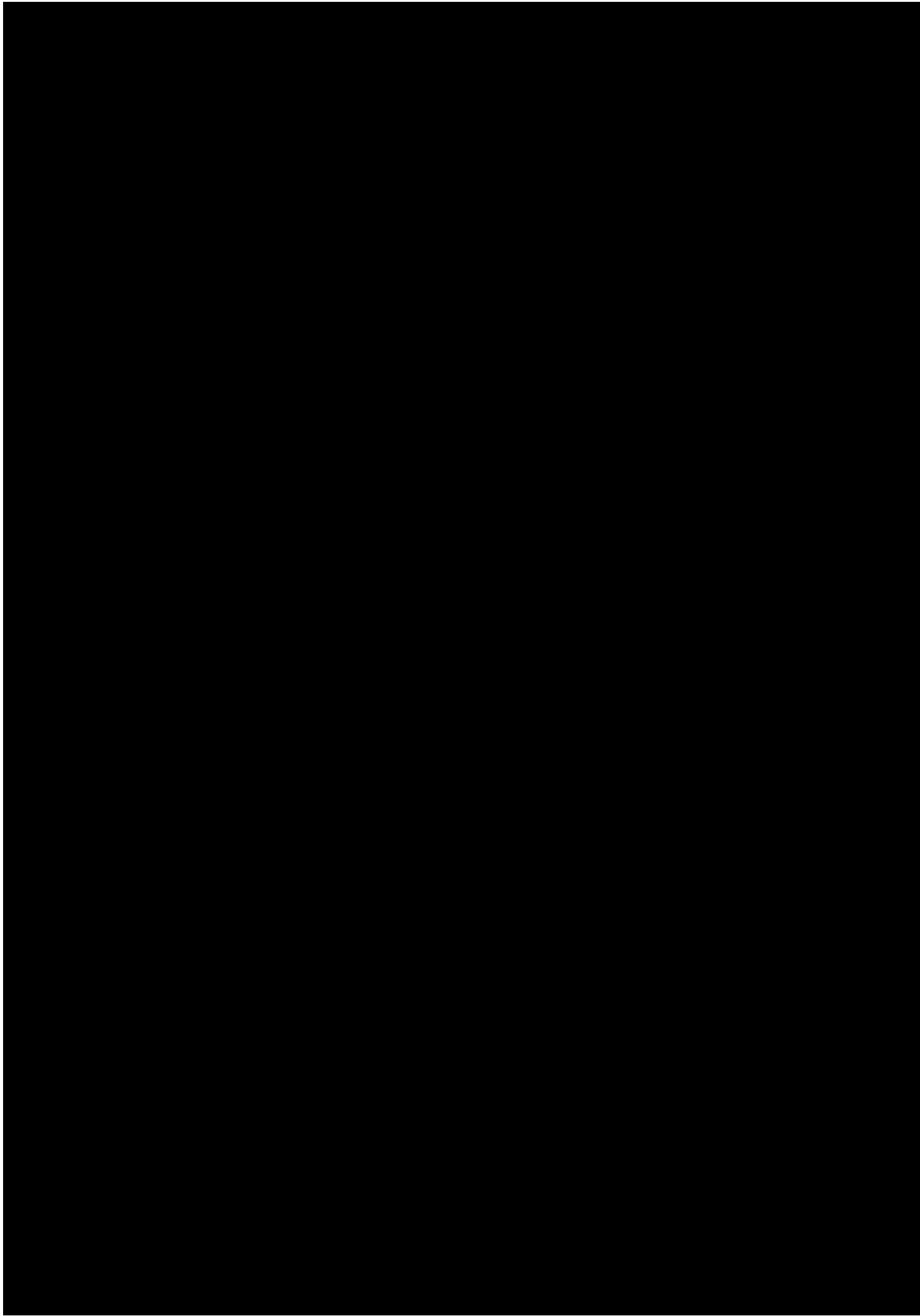
[REDACTED]

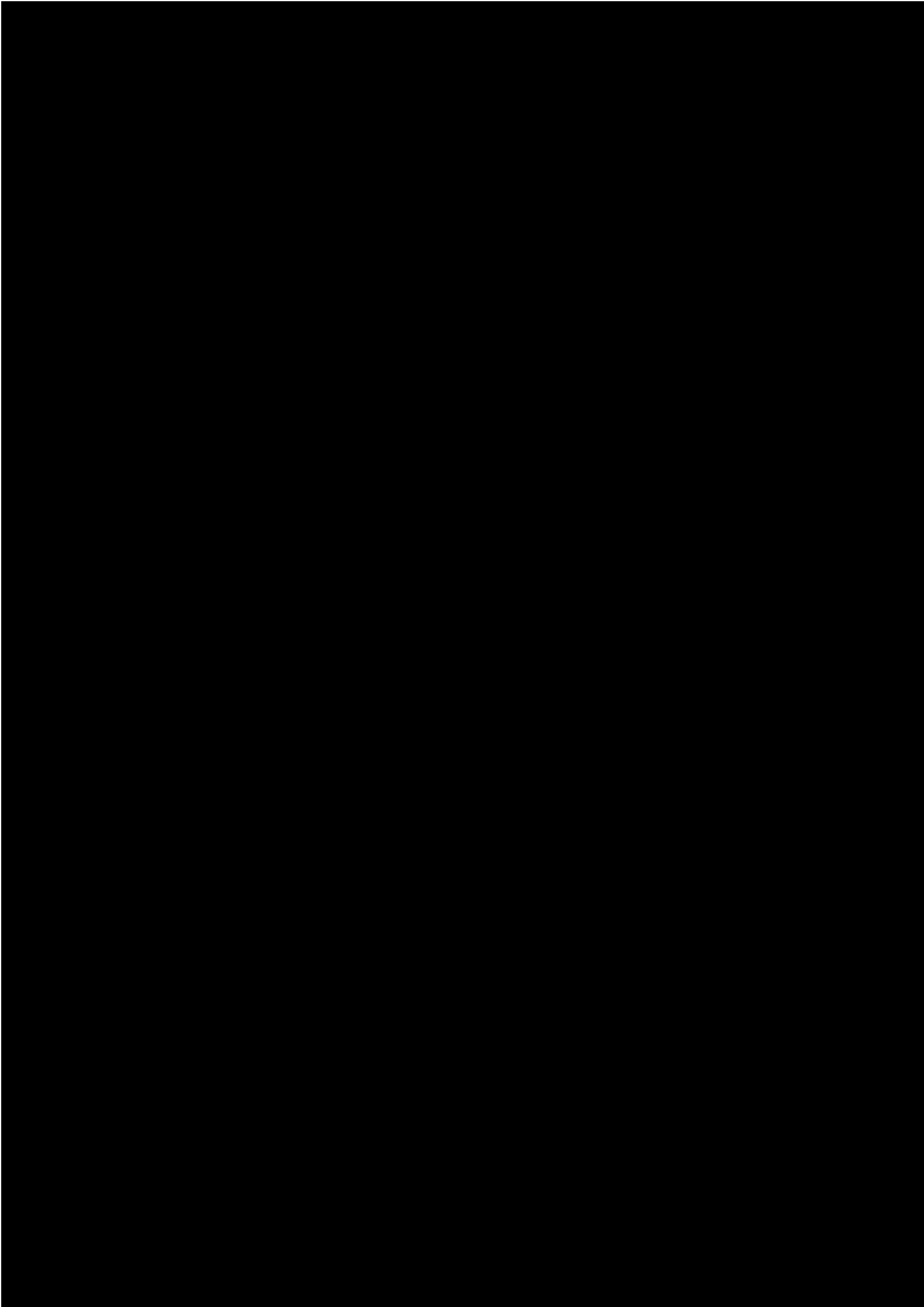
[REDACTED]

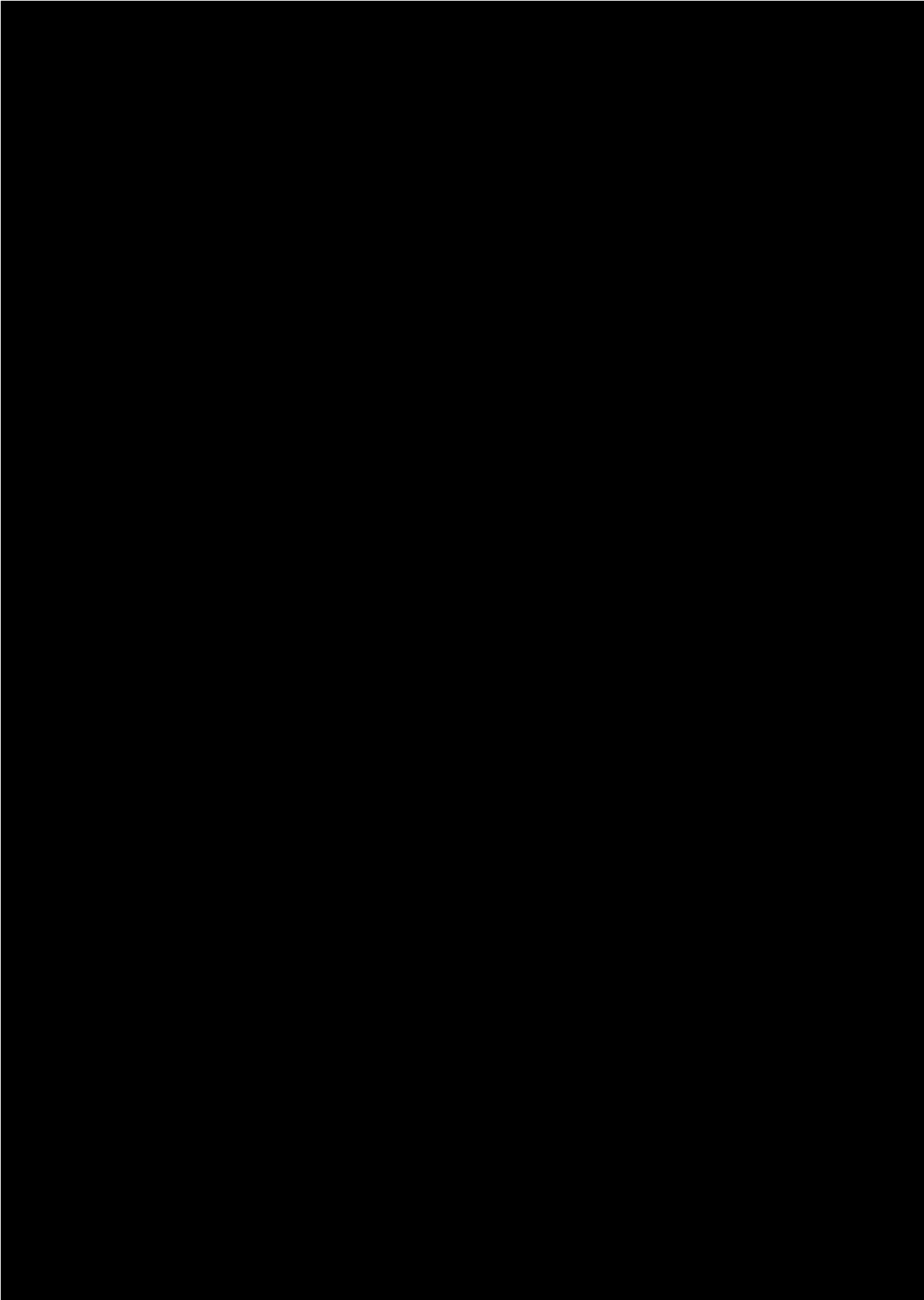
[REDACTED]

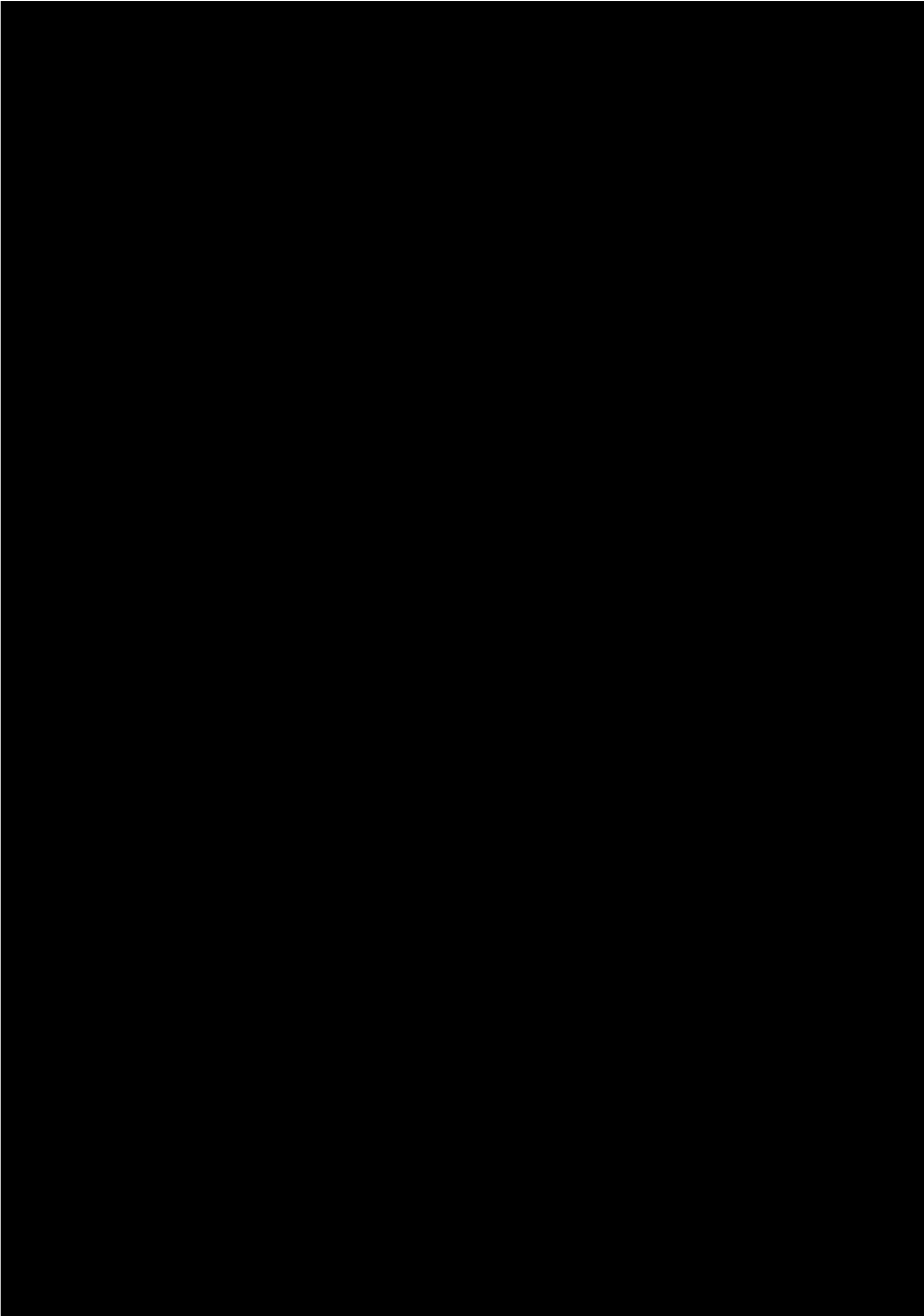


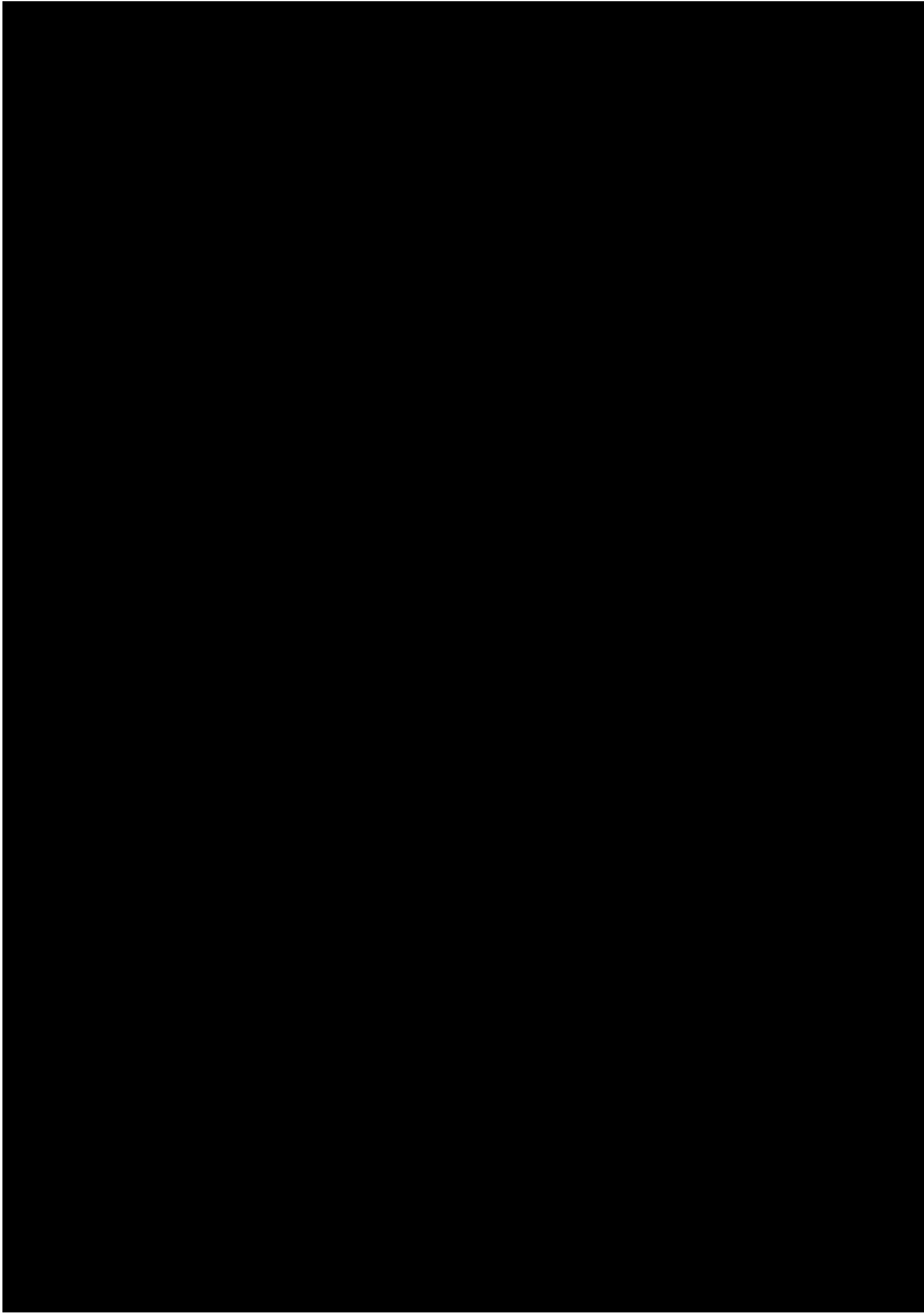


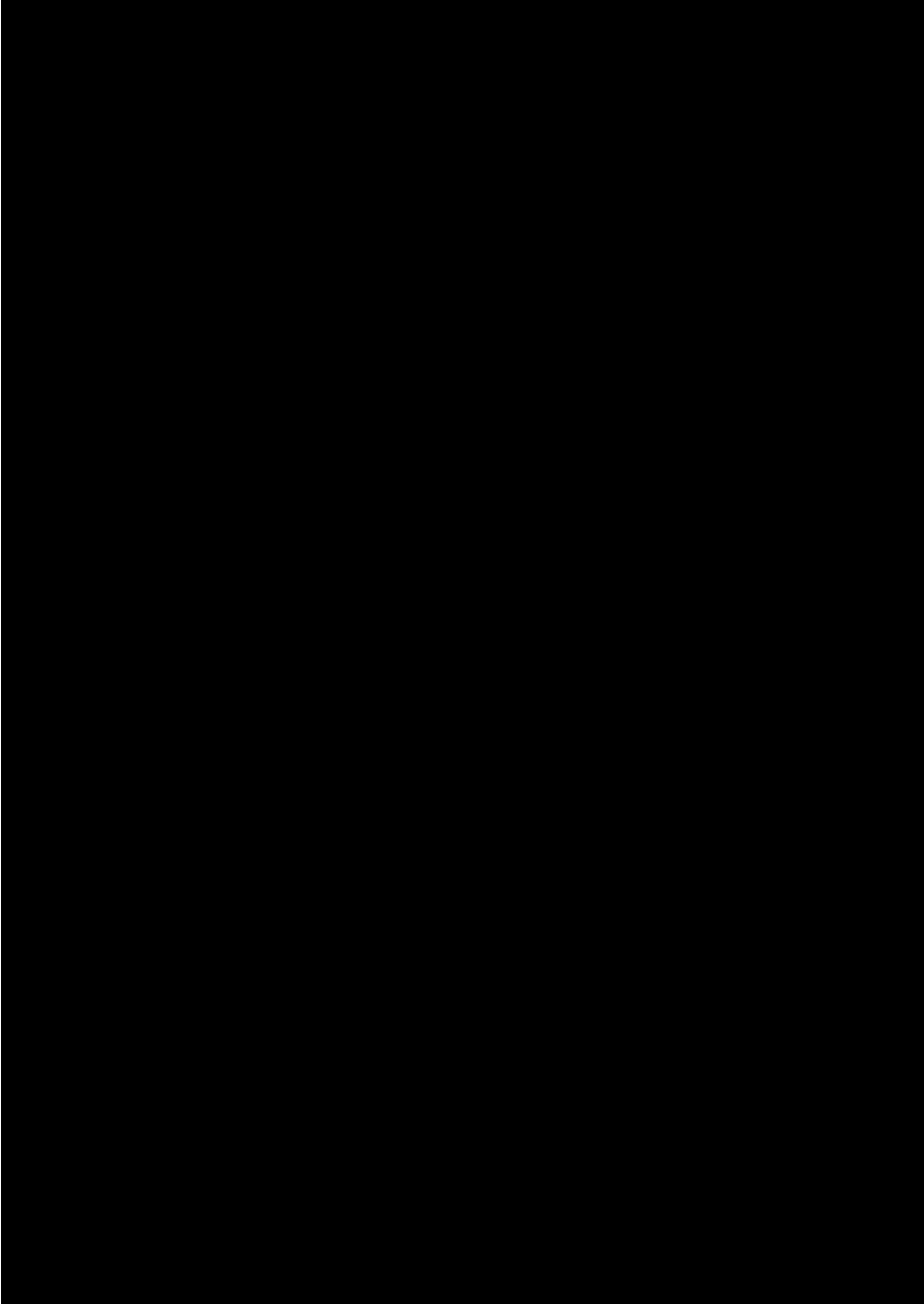


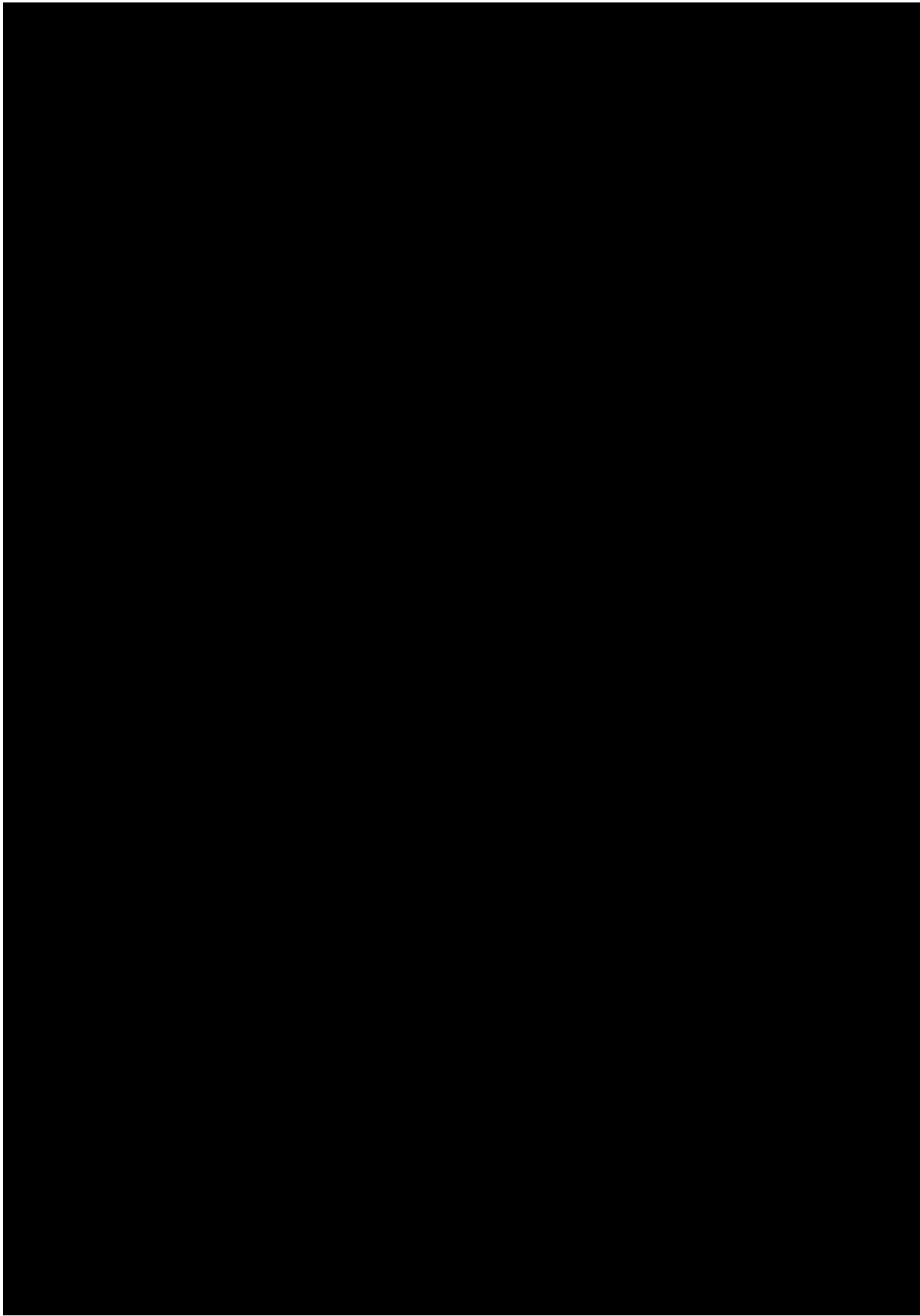


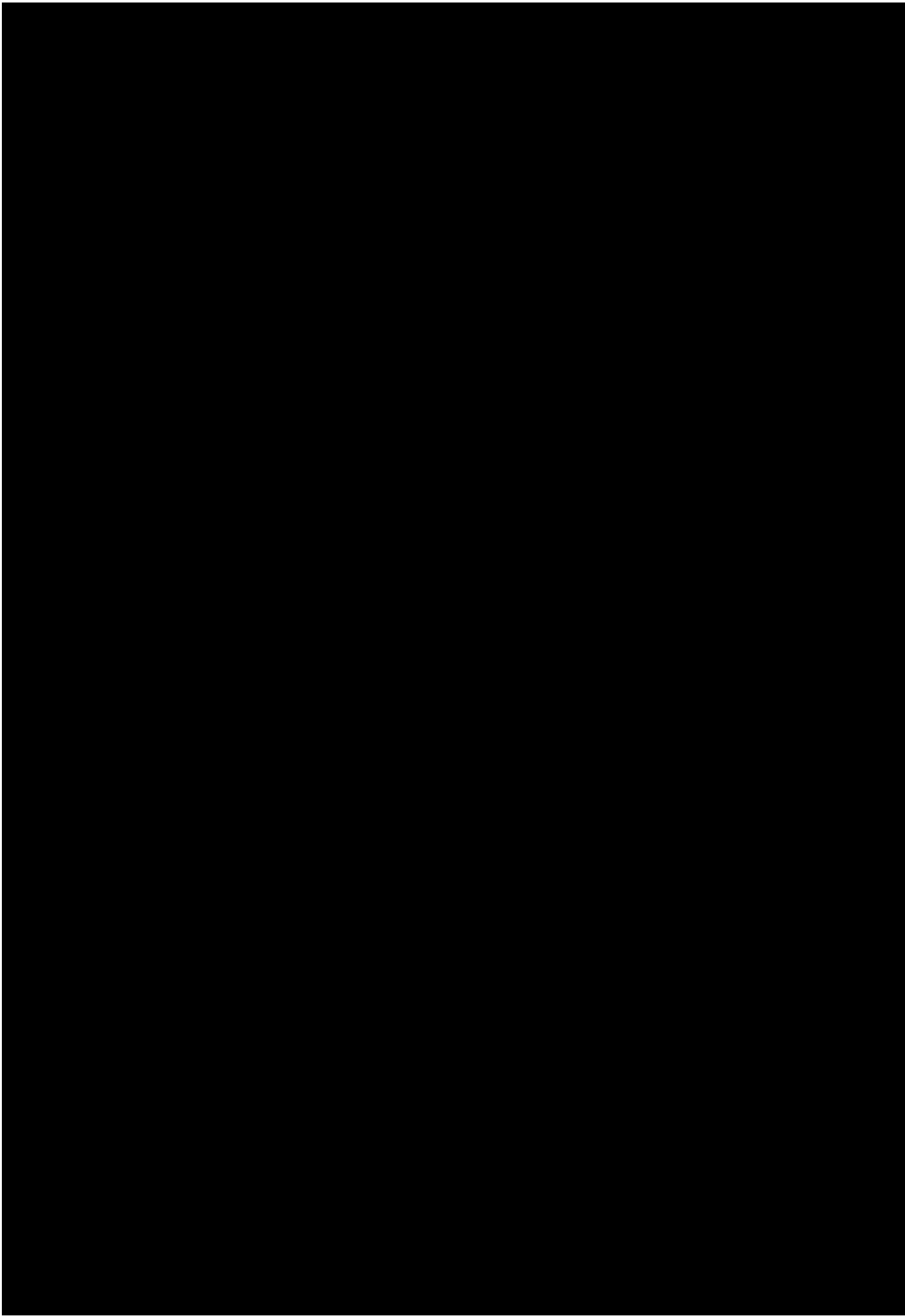


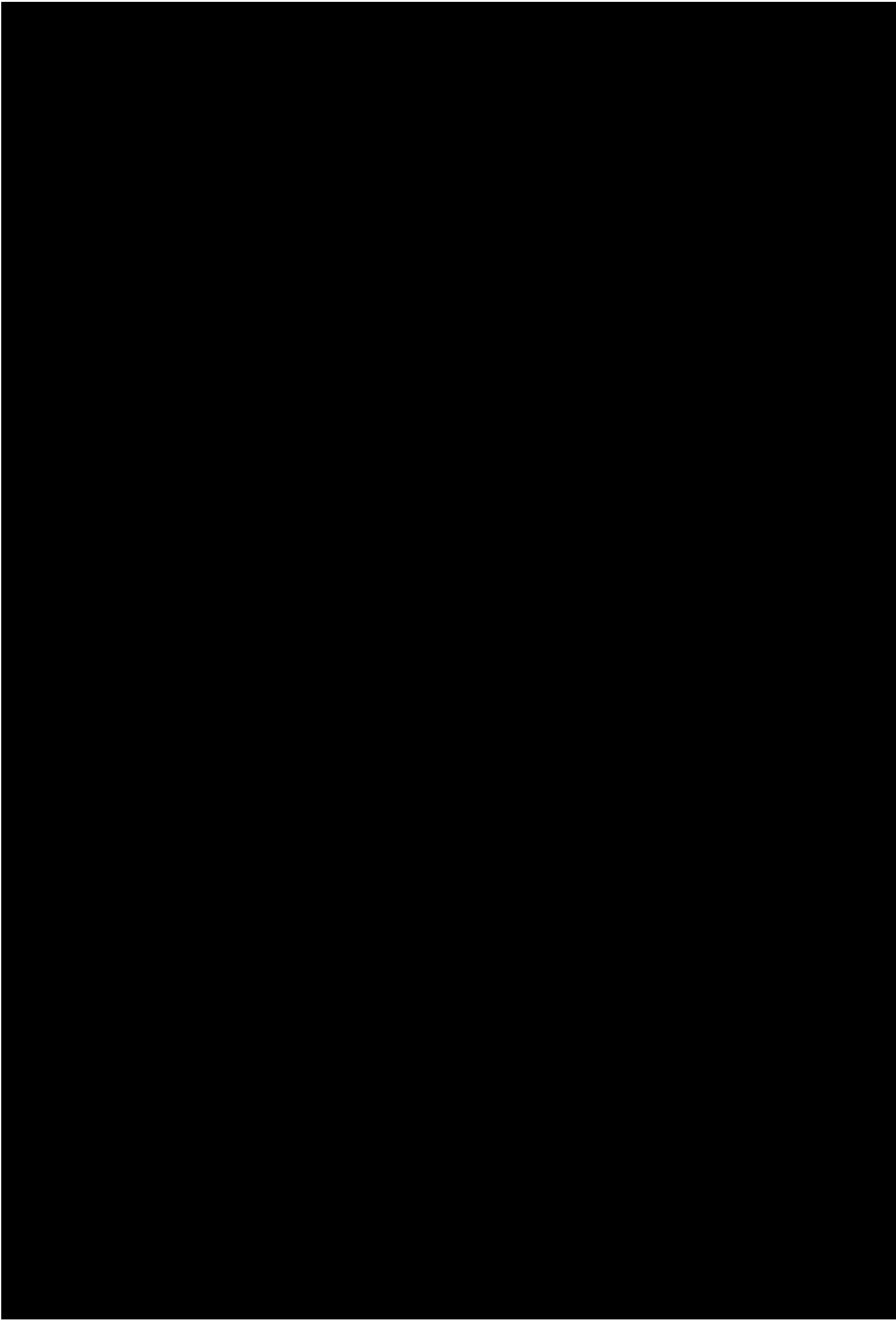


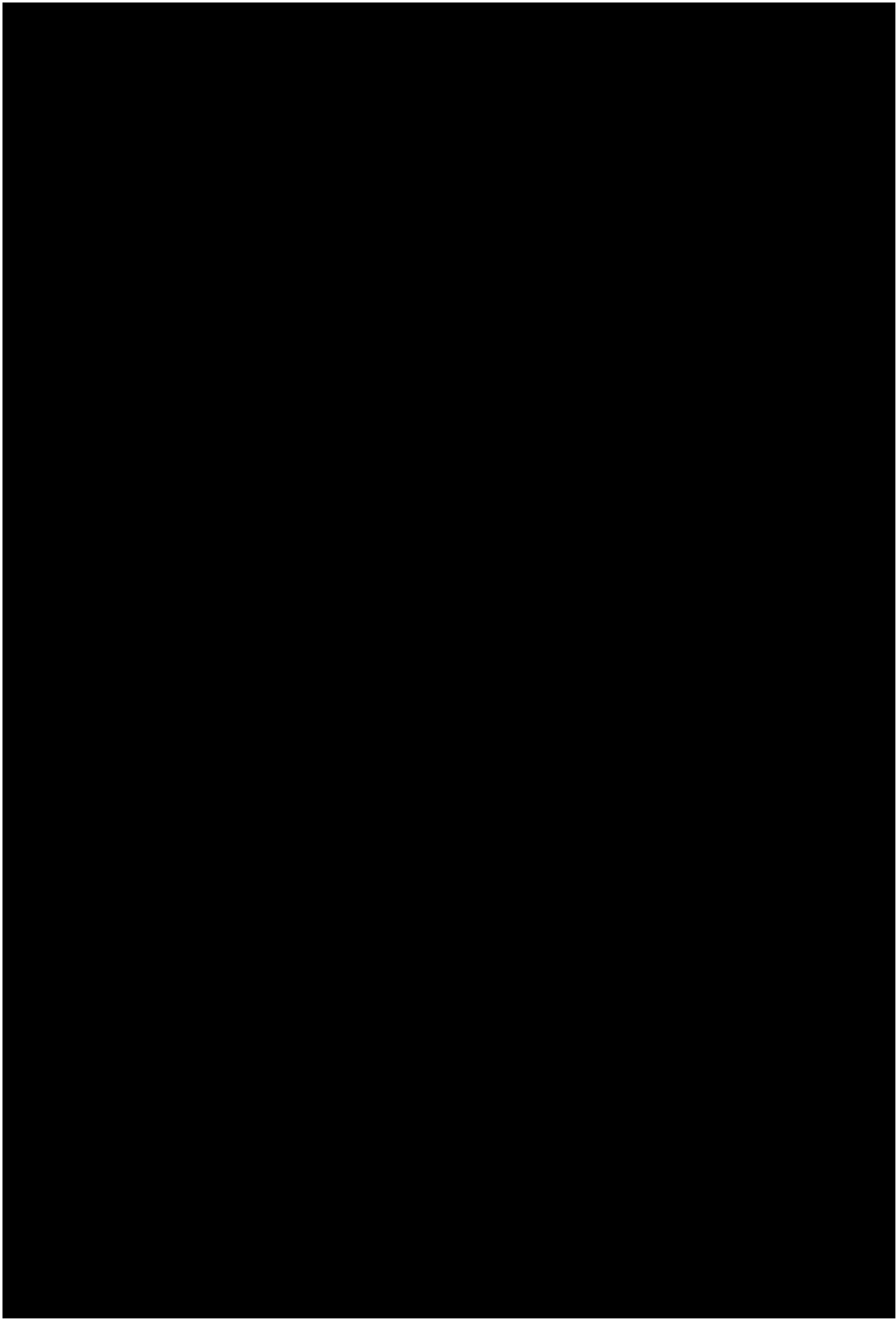


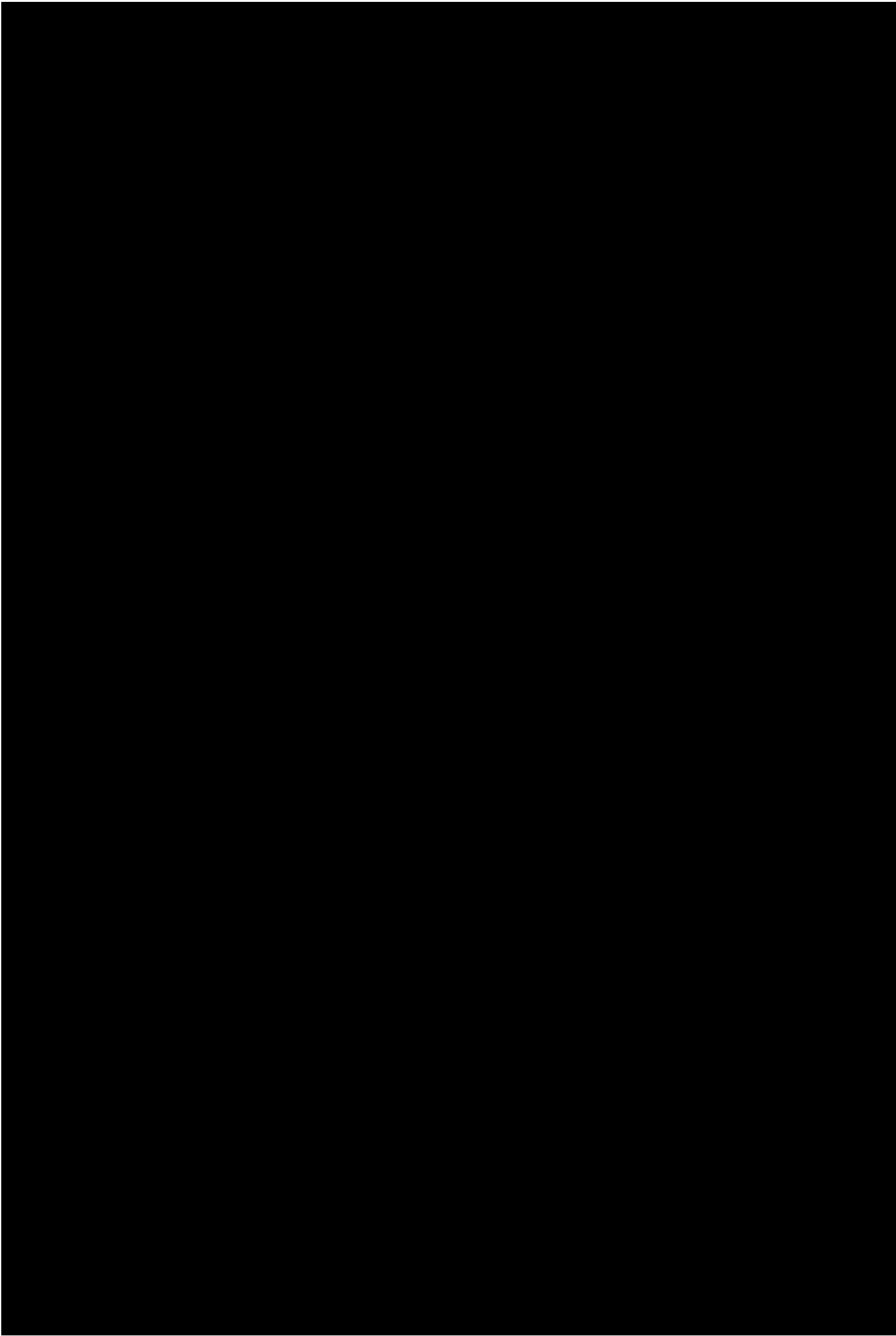


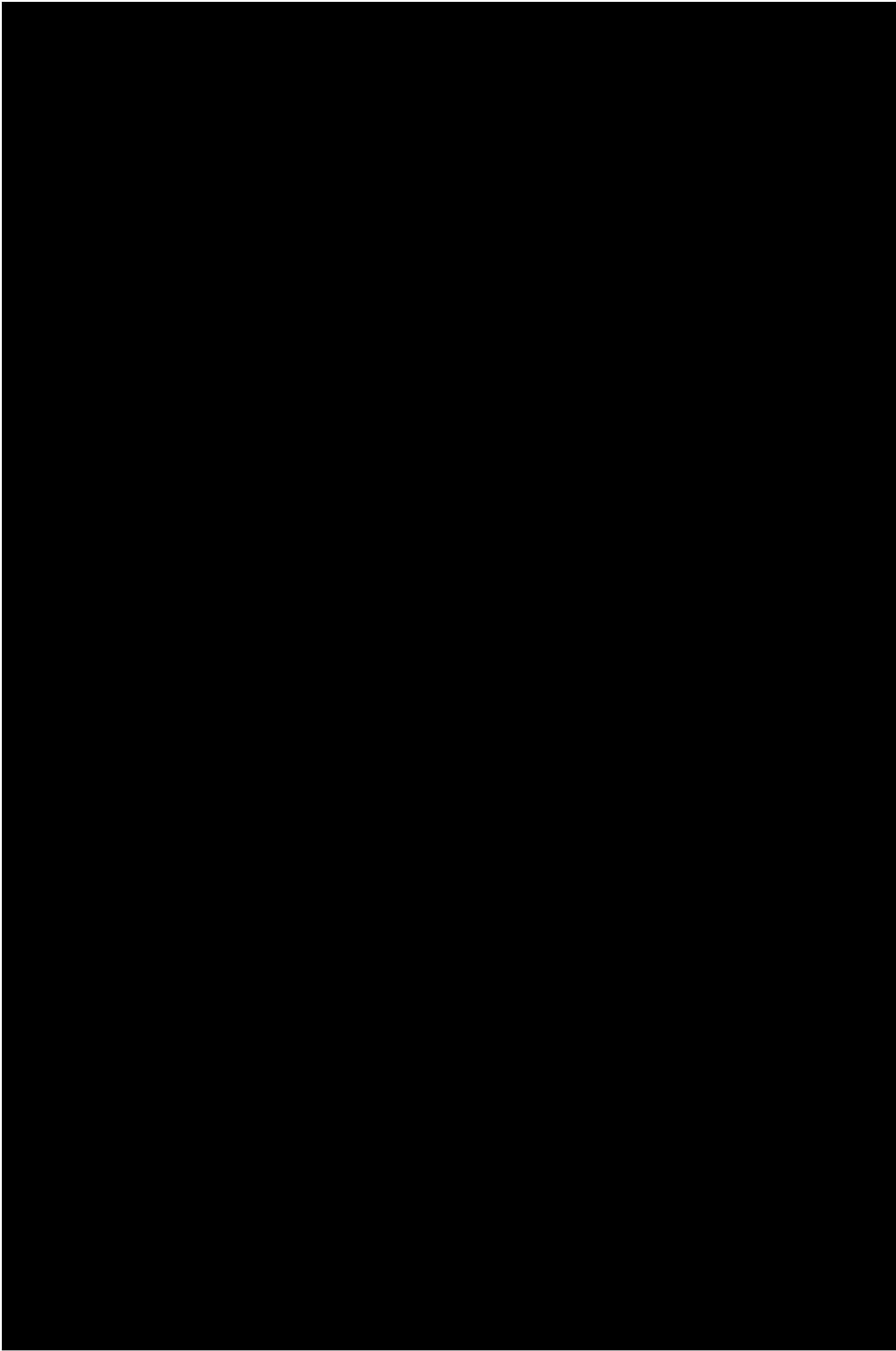


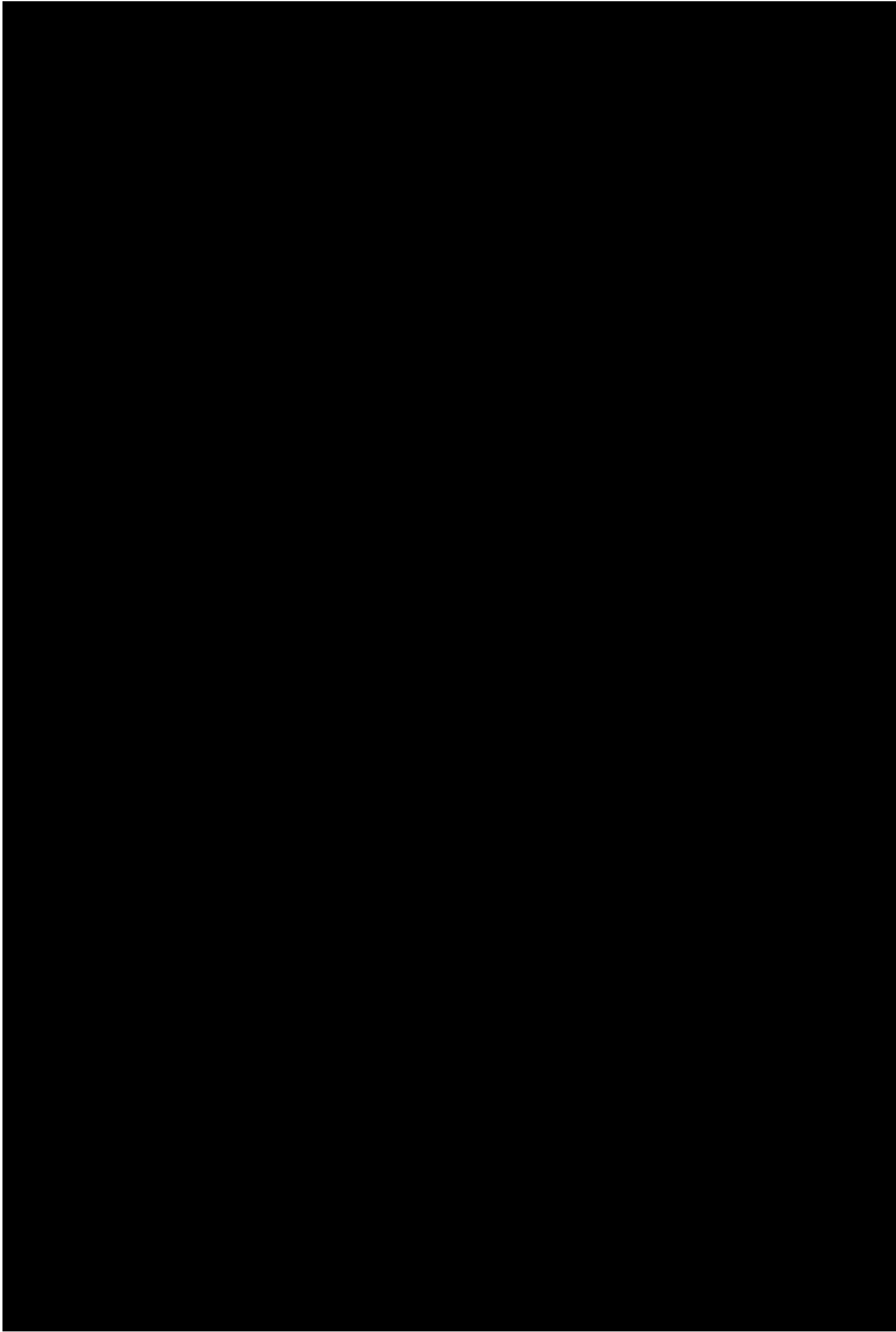


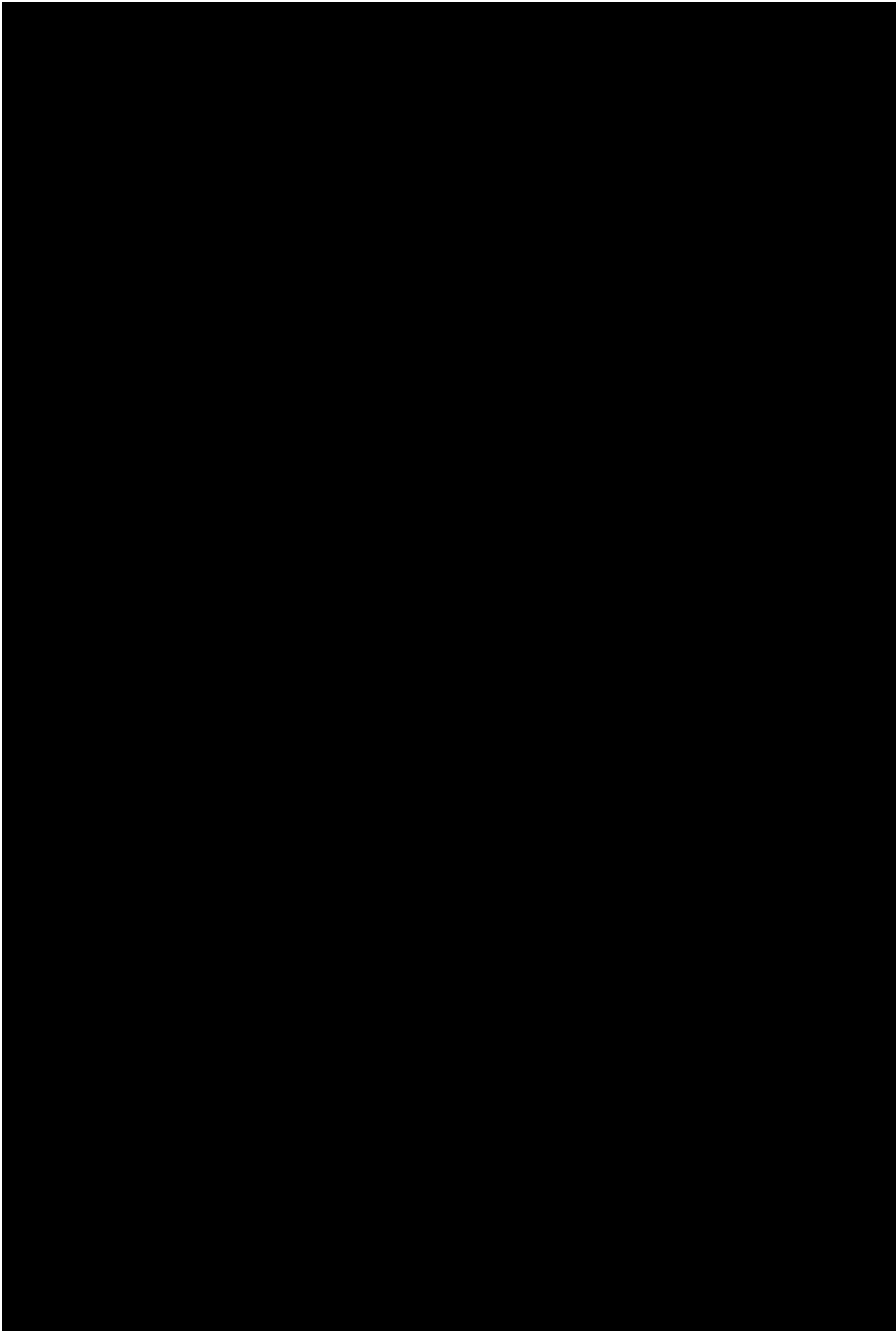


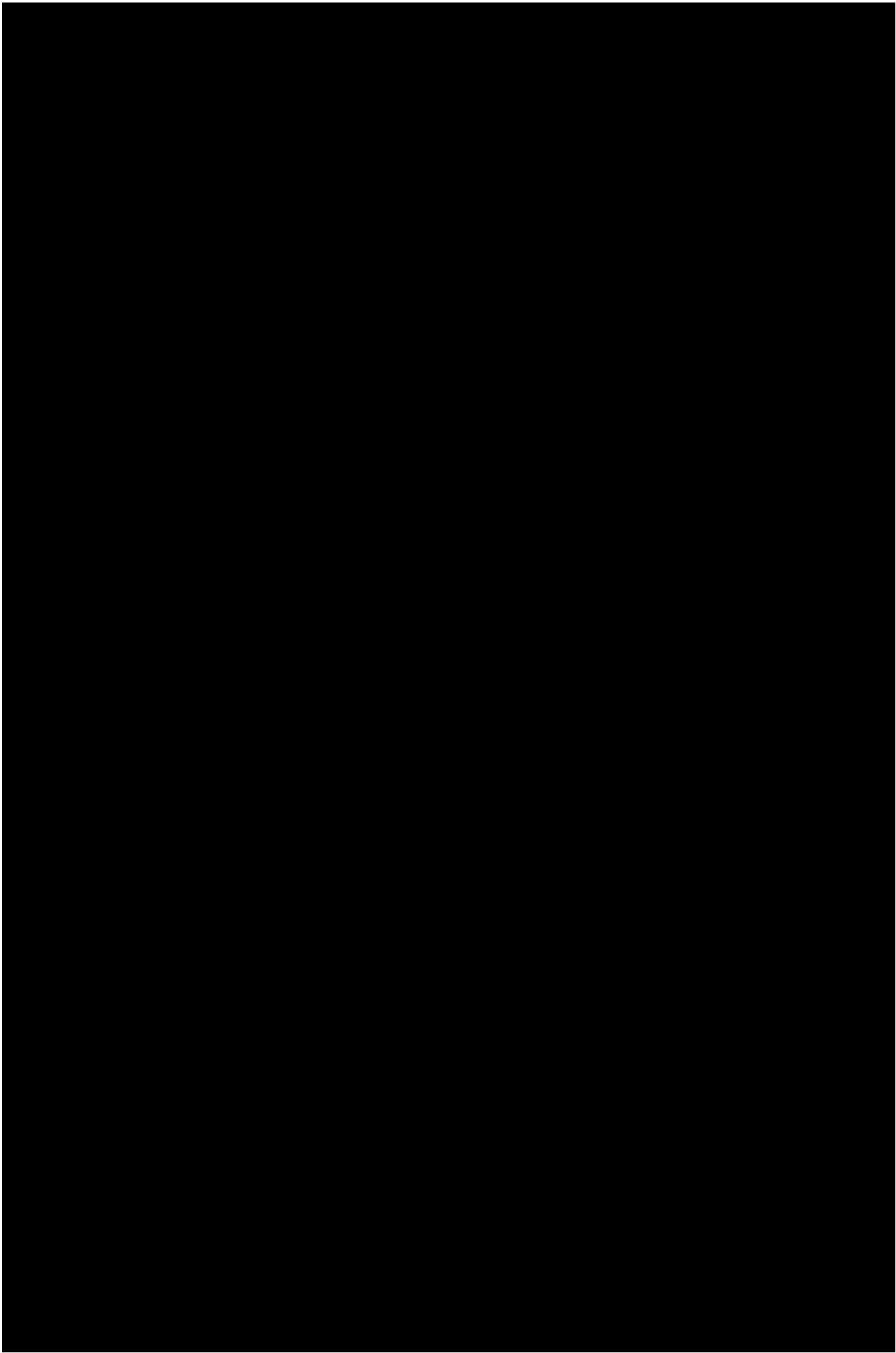


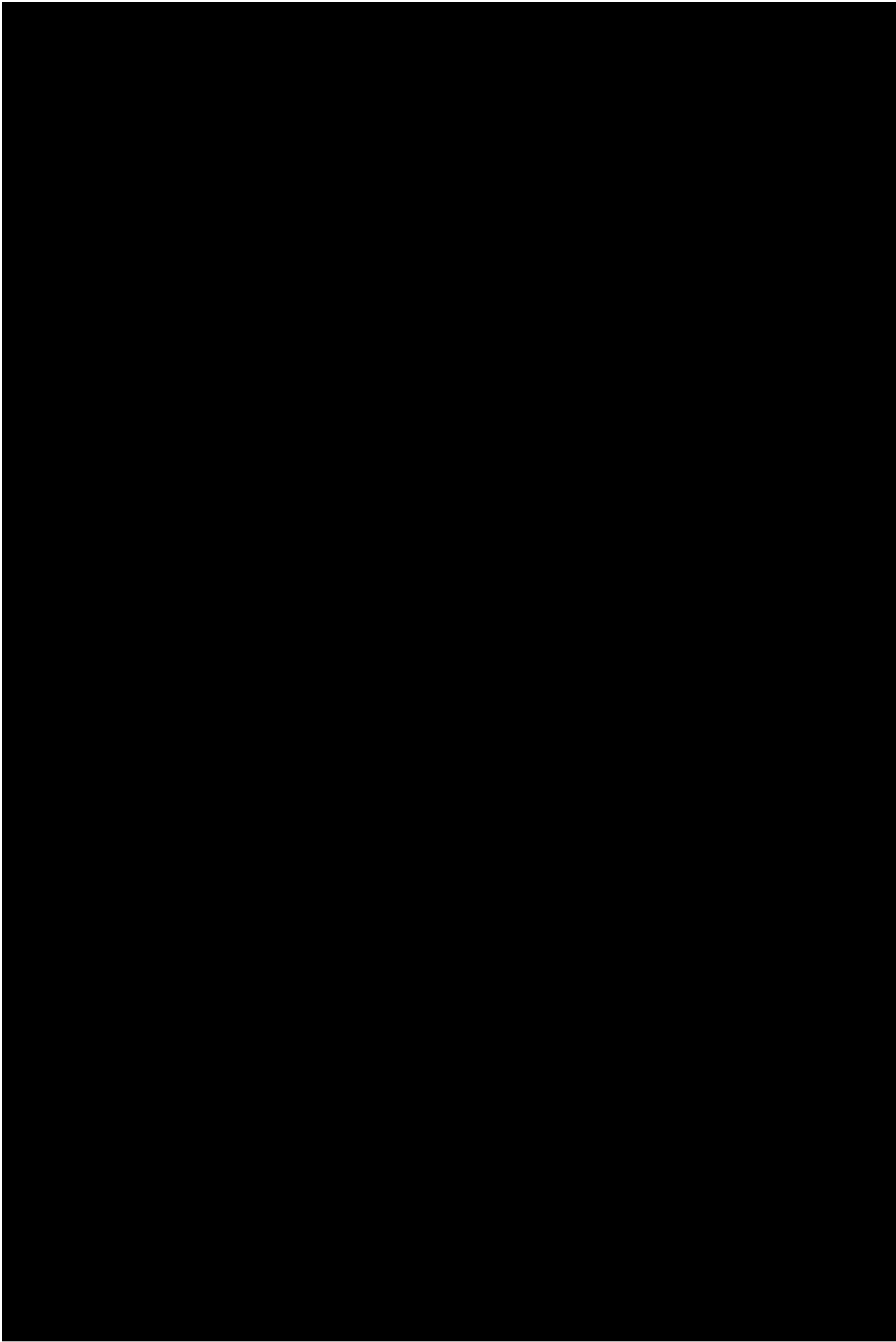


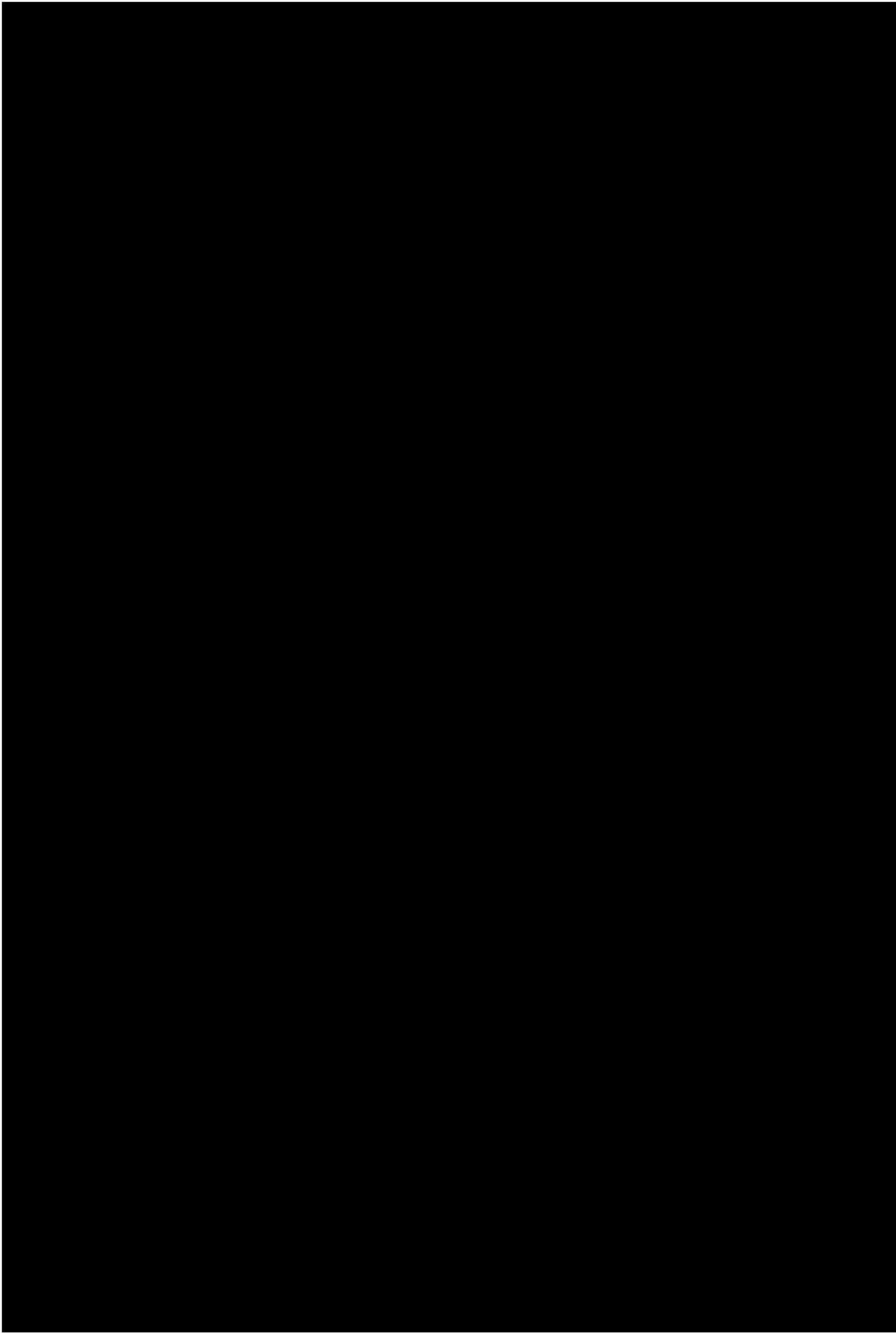


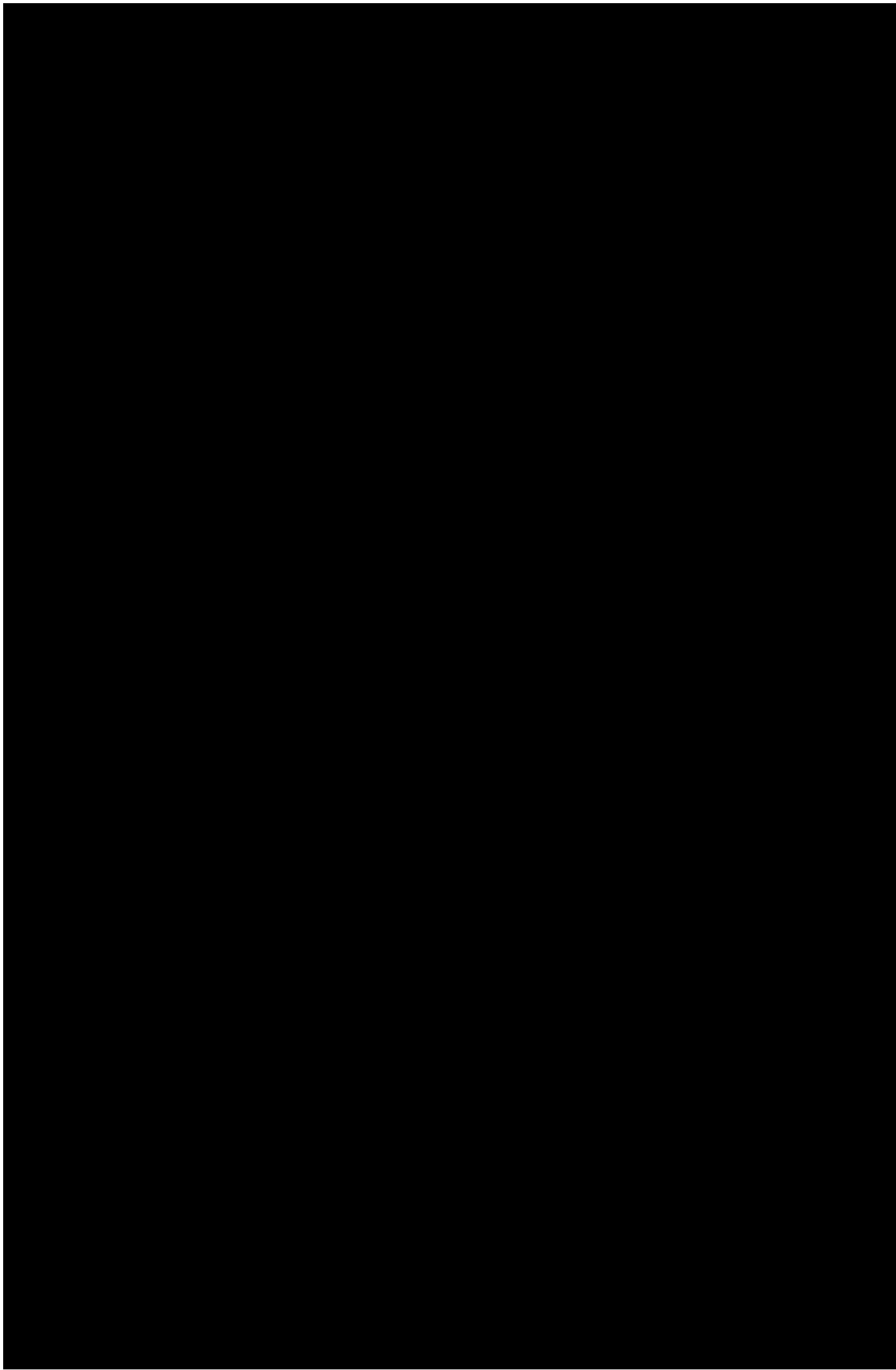


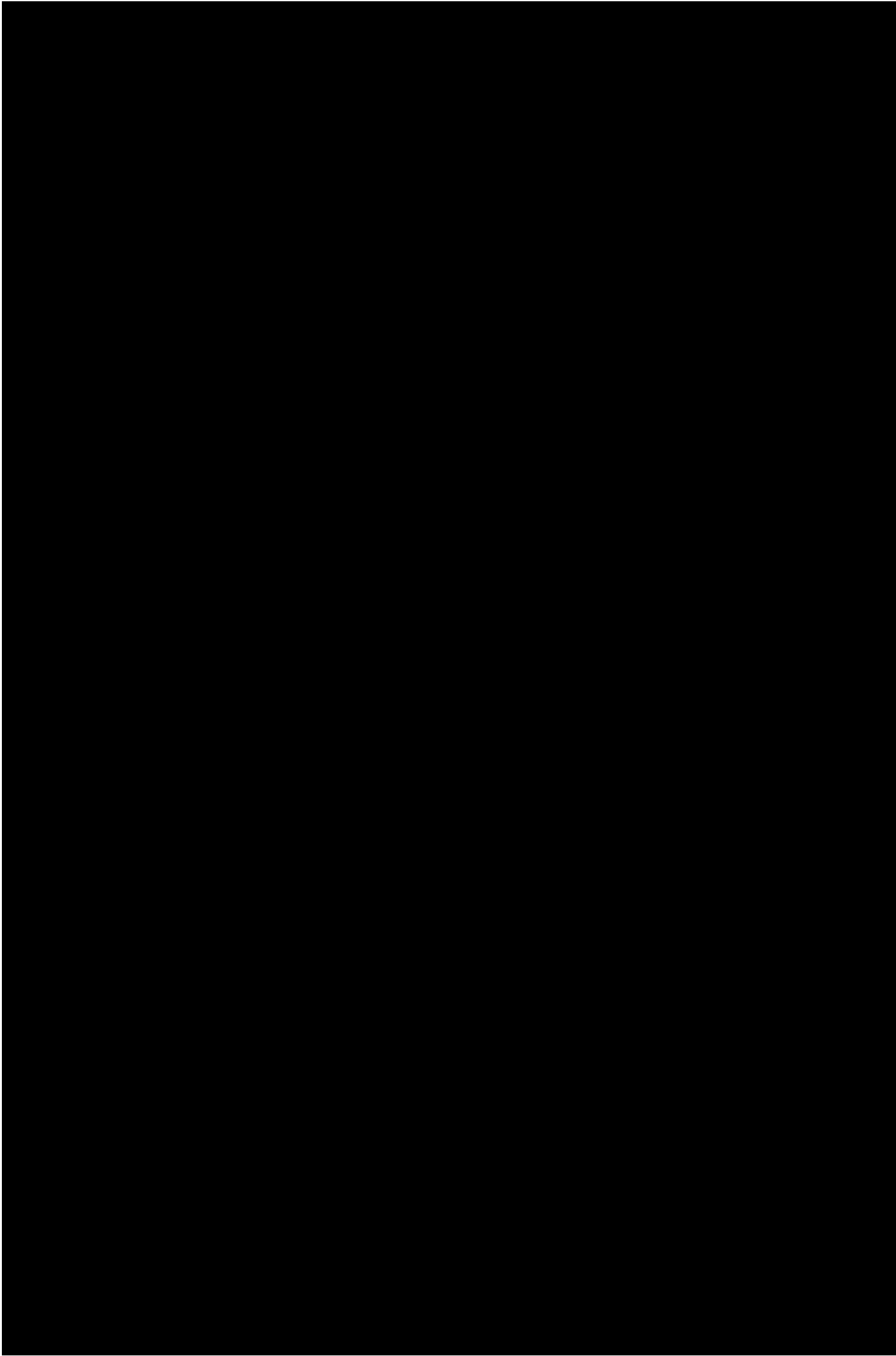


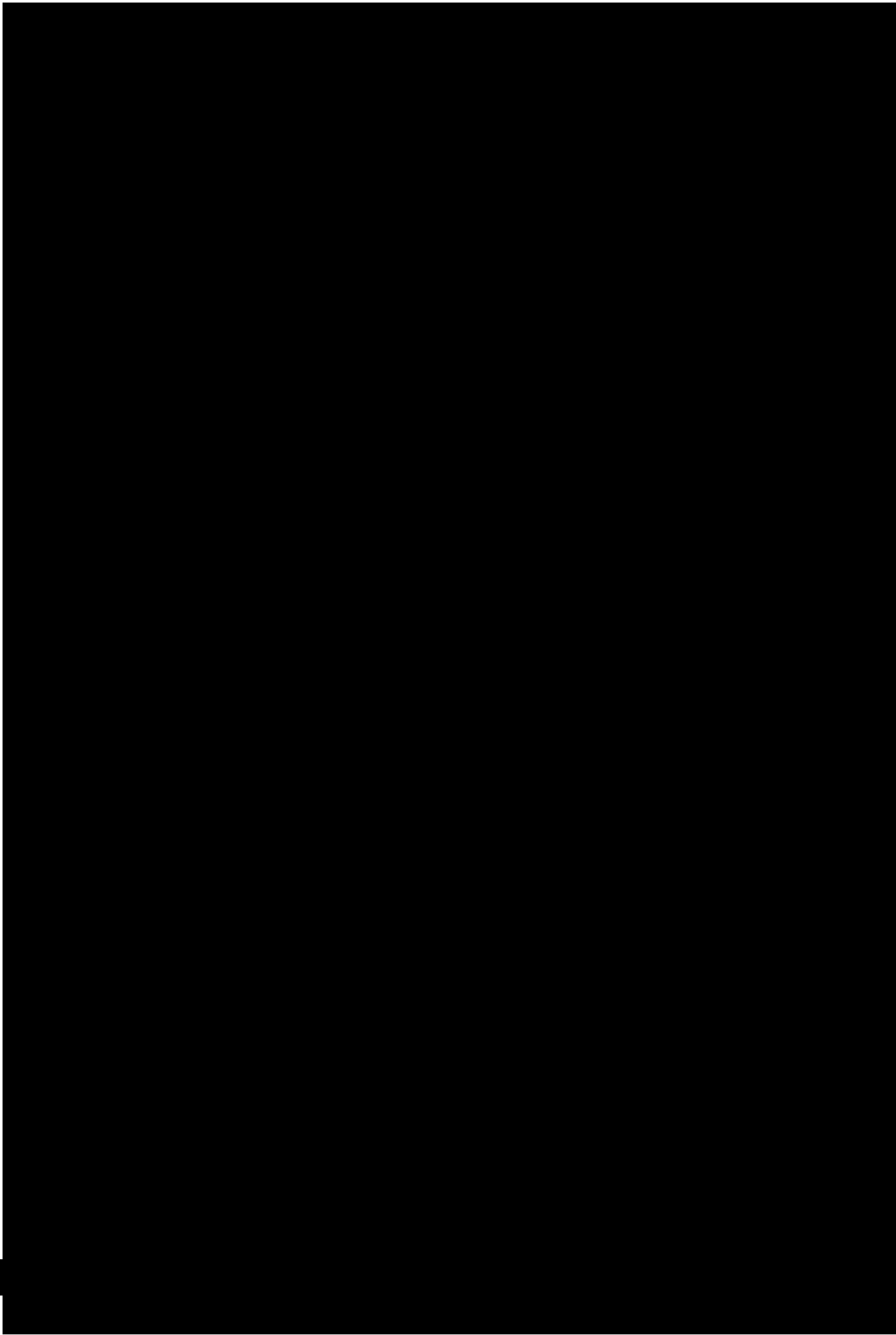


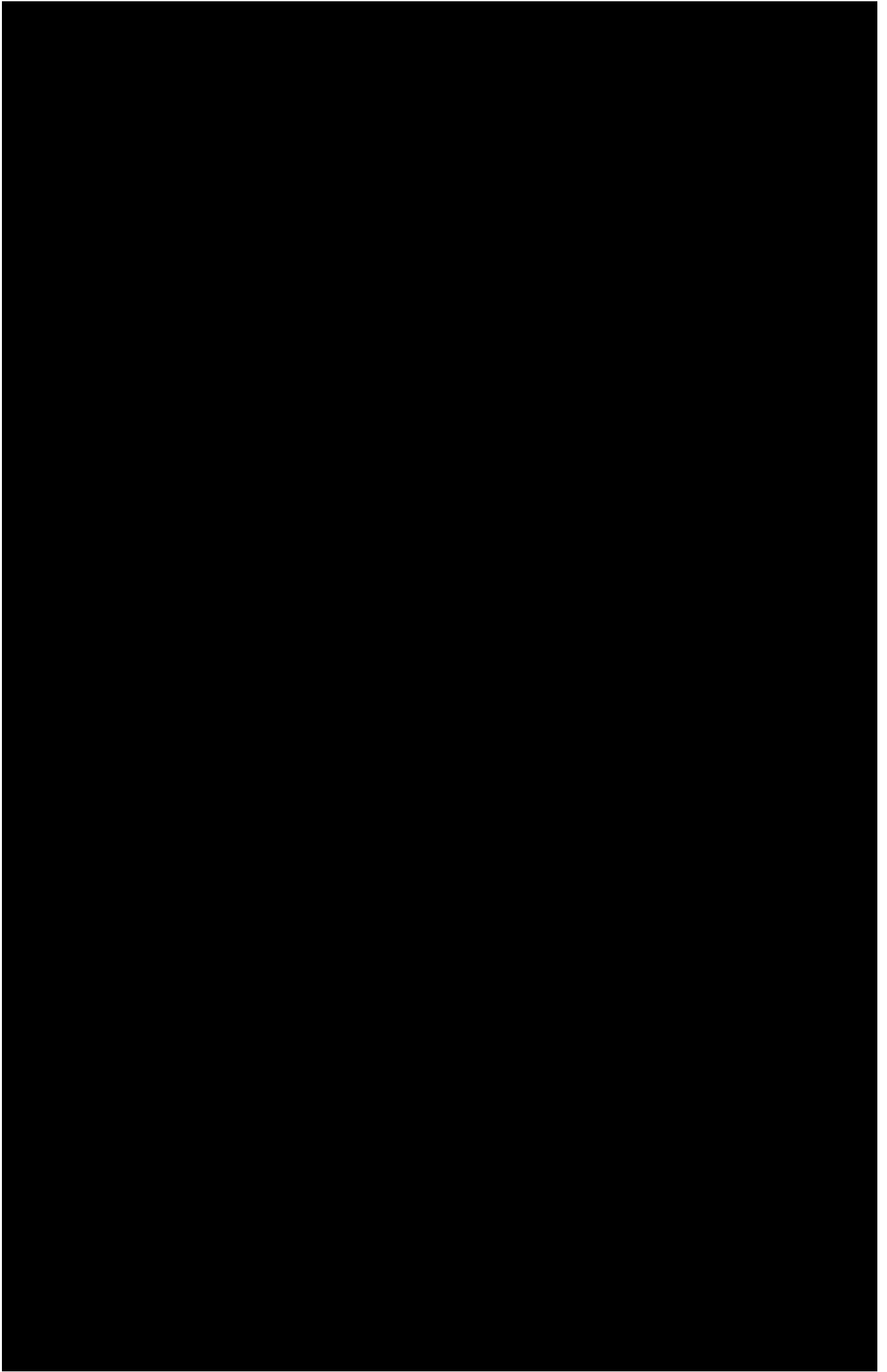


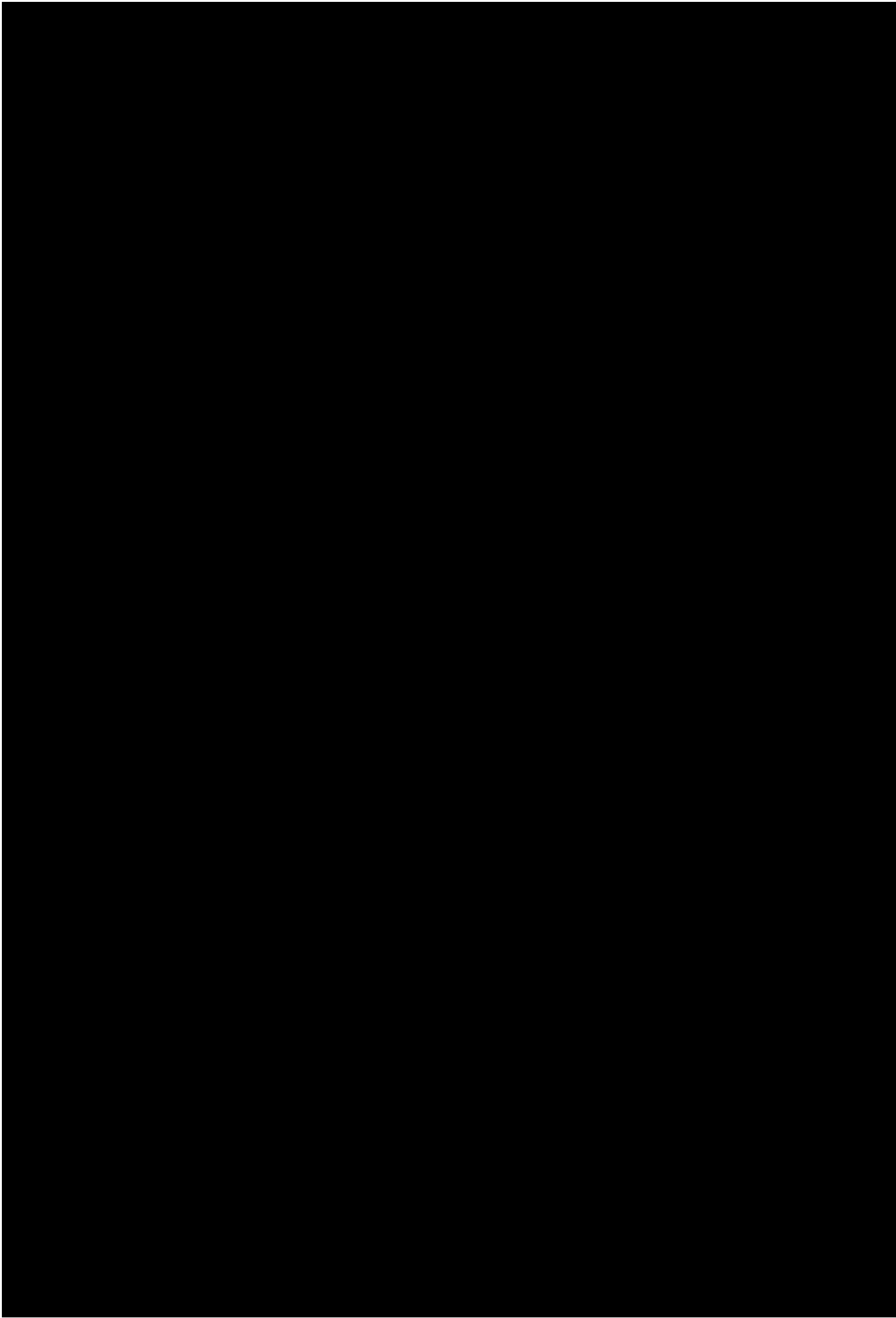


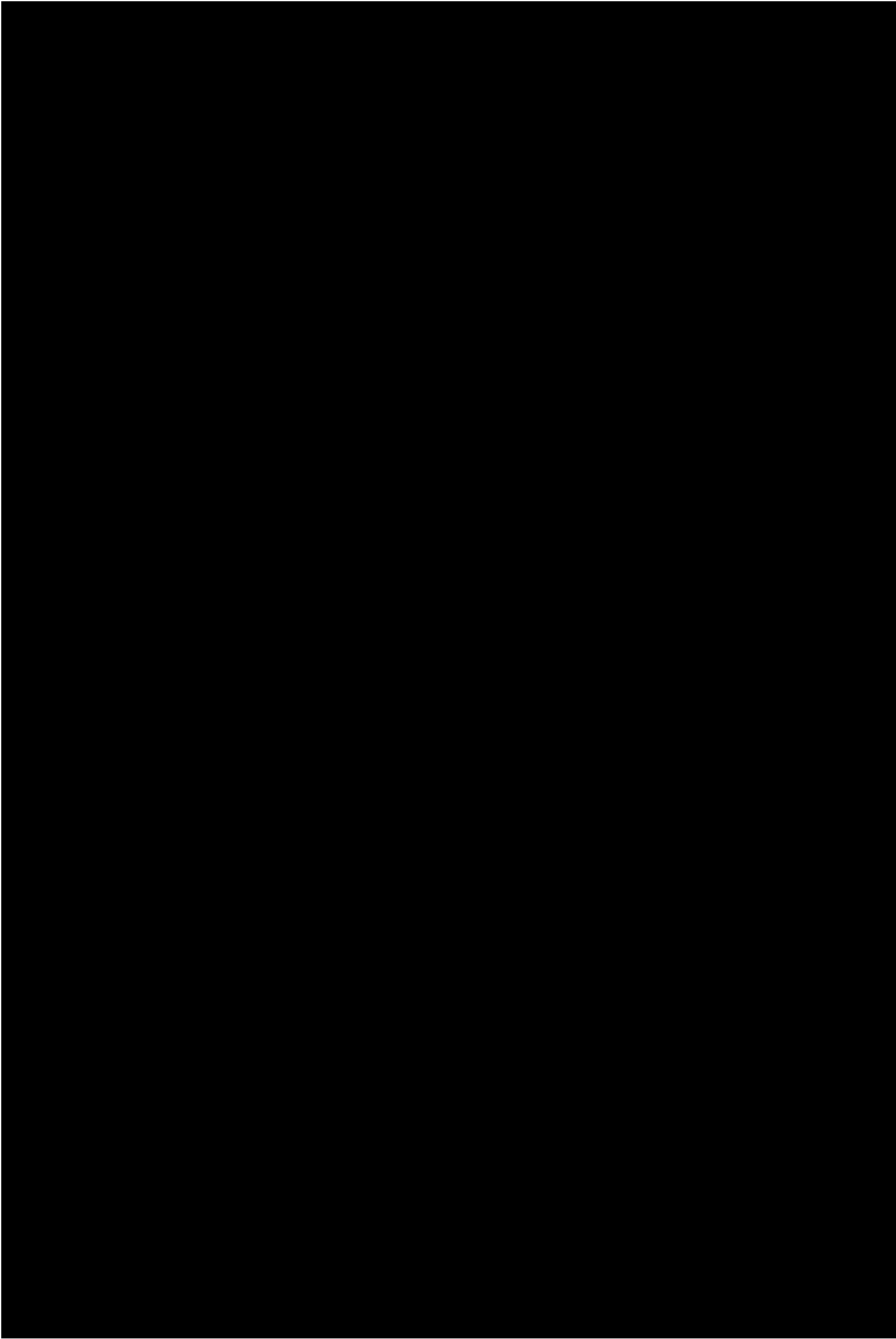


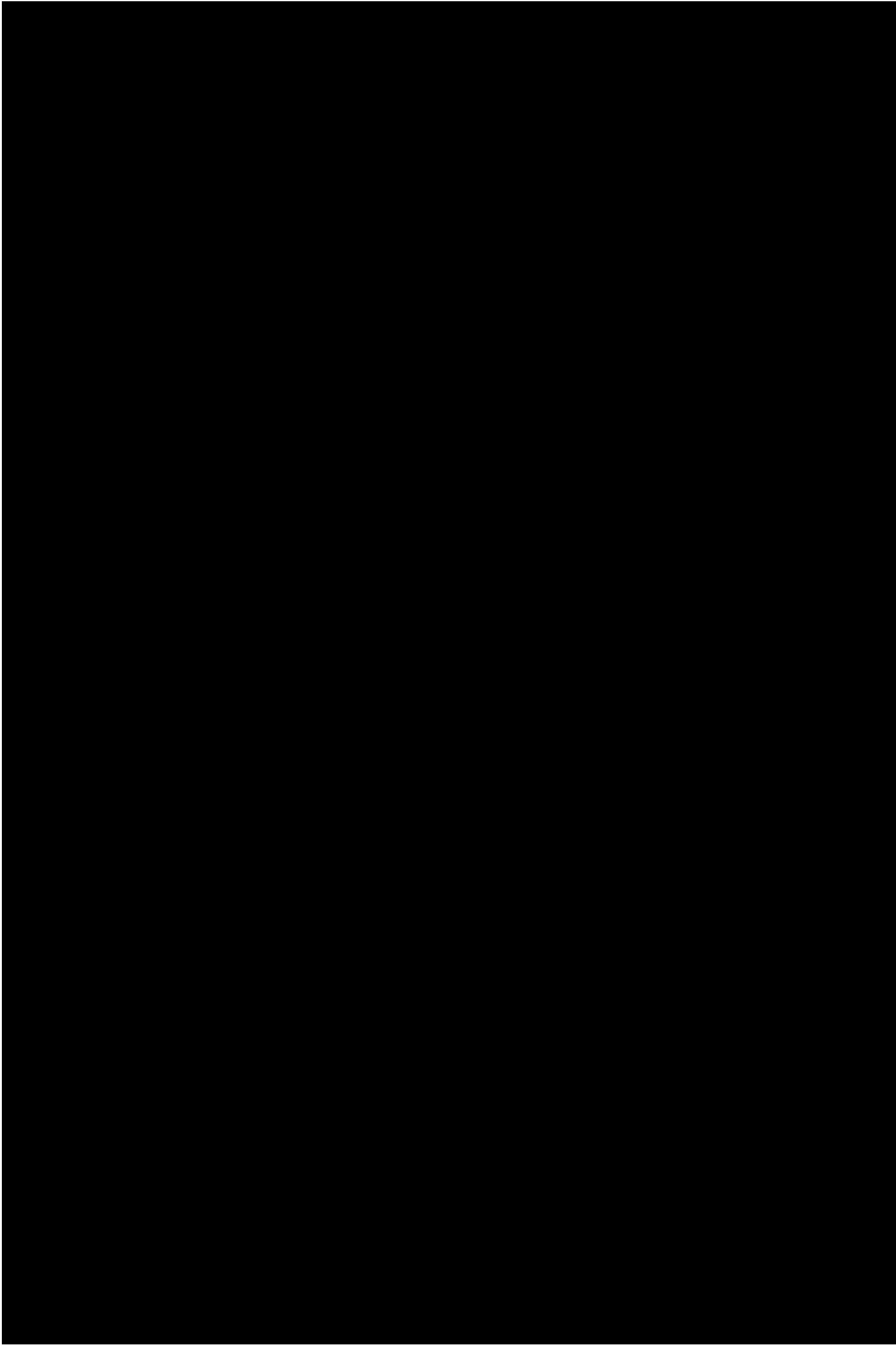












Annex 5 – Sustainability

1. Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1 (c) and 13.2.
- 1.2 The Authority expects its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.
- 1.4 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally and socially responsible, always consistent with best practice environmental management and social standards, policy, and compliant with clause 1.3
- 1.5 The Supplier is expected to achieve continuous improvement in environmental and social performance.

2. Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - Conventions and Recommendations (ilo.org) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3. Human Rights - Modern Slavery, Child Labour, Inhumane Treatment

- 3.1 The Supplier must ensure its Supplier Staff and its sub-contractors and its [or their] supply chain comply with the provisions of the Modern Slavery Act 2015 including Section 54 of the Act which requires certain organisations to publish annual modern slavery statements.

4. Equality, Diversity, and Inclusion (EDI)

- 4.1 The Supplier will support the Authority to achieve its Public Sector Equality Duty by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff and its subcontractors in the delivery of its obligations under this Contract:
- 4.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
 - 4.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
 - 4.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
 - 4.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
 - 4.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
 - 4.1.6 identifies and removes EDI barriers which are relevant and proportionate to the Contract; and
 - 4.1.7 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract;
- 4.2 The Supplier is responsible for;
- 4.2.1 ensuring that it shows due regard for EDI, including within its policies, programmes, projects, and processes and work carried out on its behalf to meet Contract deliverables; and
 - 4.2.2 how it creates and maintains a diverse workforce.
- 4.3 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in the performance of the Contract.

5. Environment

- 5.1 In this section, the following term has the following meaning:

“Net zero” means the balance between the production of man-made greenhouse gases (GHGs) from sources (such as burning fossil fuels, deforestation and refrigerant gases) and the capture in “sinks” (for example, forests, soil, the ocean and negative emission technologies (NETs).

- 5.2 The Supplier must have a documented management system and controls in place to manage the environmental impacts relevant and proportionate to the Contract.
- 5.3 The Supplier must consider and reduce sustainability impacts which are relevant to the Contract in accordance with 5.2. Without limitation to the generality of paragraph 1.3 of this Annex, when performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Authority:
 - 5.3.1 demonstrate that the solutions and the Deliverables eliminate and/or reduce the impacts of embodied carbon and support the Government and Authority in meeting their net zero carbon commitments;
 - 5.3.2 demonstrate that the whole life cycle impacts (including end of use) have been considered and reduced;
 - 5.3.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
 - 5.3.4 reduce use of single use consumable items (including packaging), and avoid single use plastic in line with Government Commitments;
 - 5.3.5 avoid use of products that are linked to unsustainable forest management and deforestation;
 - 5.3.6 comply with [Government Buying Standards](#) applicable to Deliverables and use reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#); and
 - 5.3.7 look to enhance the natural environment and connect communities with it.
- 5.4 The Supplier must demonstrate to the Authority the steps that it is taking to further the protection of the environment including:
 - 5.4.1 understanding and reducing relevant biosecurity risks (including those relating to plant and tree health from harmful pests and diseases and from Invasive Non-Native Species);
 - 5.4.2 reducing and eliminating hazardous/harmful substances to the environment; and
 - 5.4.3 preventing pollution.
 - 5.4.4 Should an environmental incident occur or if there is a significant near miss these must be reported to the Environment Agency Incident Hotline at the earliest opportunity, and then to the Authority.

6. Requirement for Timber – Not Required

7. Social Value

7.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to local and/or national communities through the delivery of the Contract. Where included as part of the Contract the Supplier will provide details to the Authority of the approach taken and benefits delivered.

7.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:

7.2.1 new businesses and entrepreneurs;

7.2.2 small and medium enterprises (SMEs);

7.2.3 voluntary, community and social enterprise (VCSE) organisations; and

7.2.4 mutuals; and

7.2.5 other underrepresented business groups.

The Supplier will identify barriers to these organisations and work actively to remove them, ensuring equal opportunities to compete.

7.3 The Contracts Finder website can be used to help advertise any subcontracting opportunities outside the established supply chain. Other routes advertising to SMEs, VCSE organisations and other underrepresented business groups should be sought to highlight opportunities and encourage a diverse and inclusive supply base.

Short Form Terms

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> • Government Department; • Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); • Non-Ministerial Department; or • Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;
"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";

"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"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 UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access 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;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;

"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of 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 within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;

"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, 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 Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;

"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

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

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses

(a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.

(b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.

(c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.

(e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.

(f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.

(g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.

(h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.

(i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.

(j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the

Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

- (a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;
- (b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;
- (c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;
- (b) demonstrates that the failure only happened because of the Authority Cause;
- (c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;
- (iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
- (v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
- (vii) where a right to terminate described in clause 27 occurs;
- (viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and
- (ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the

Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;
- (e) the Supplier must promptly return any of the Authority's property provided under the Contract;
- (f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;
- (g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

- (a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- (b) If a Supplier terminates the Contract under clause 11.6(a):
 - (i) the Authority must promptly pay all outstanding charges incurred to the Supplier;
 - (ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
 - (iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £5,000,000 (five million pounds) whichever is higher unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;

- (b) the necessity and proportionality of the processing operations;

- (c) the risks to the rights and freedoms of Data Subjects;

- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier 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 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access 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 in connection with Personal Data processed under this Contract;
- (e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

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

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

(a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;

(b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;

(c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;

(d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;

(e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

(a) keep all Confidential Information it receives confidential and secure;

(b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;

(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

(a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

19. No other terms apply

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;

(b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

23. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2. The Supplier agrees:

- (a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email Whistleblowing@Defra.gov.uk."

- (b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable,

any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
- (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration

Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

36.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.