Add NE Logo

**Standard Contract for Goods and/or Services - Order Form**

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| 1. **Purchase Order Number**
 | *To Be Confirmed*  |
| 1. **Customer**
 | Natural England, 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX  |
| 1. **Contractor(s)**
 | *To Be Confirmed* |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:Natural England |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | ***[Guidance note: Tick the relevant box which applies, Where the Contractor is providing both goods and services please tick the third box only.]*****Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| **Goods** | *None.*  |
| **Services** | The Chalk Coast NNR: Chalk Scrub Evaluation Project (Appendix 2)To be performed within Seaford to Eastbourne Chalk Coast super NNR. Date(s) of Delivery: January 2024- March 2025 |
| 1. **Start Date**
 | 18/01/2024 |
| 1. **Expiry Date**
 | 30/03/2024 |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out [in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made to ***[Insert payment method(s) and necessary details]*** |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | [A sum equal to £5,000,000]. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Madeleine Wells Maddy.wells@naturalengland.org.uk or, in their absence, Laura Newland Laura.newland@naturalengland.org.uk  |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Option **B** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. |
| 1. **Progress Meetings and Progress Reports**
 | The Contractor shall provide the Customer with progress reports every [frequency tbc] .  |
| 1. **Address for notices**
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| --- | --- |
| **Customer:**Natural England,  4th Floor, Foss House,  Kings Pool,  1-2 Peasholme Green,  York  YO1 7PX   | **Contractor:**[**insert *name*** ***and address of Contractor - tbc*]**  Attention: **[insert *title***]  Email:  [**insert *email address***]  |
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| 1. **Key Personnel of the Contractor**
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|  |  |  |
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| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement: ***[add/amend/delete as necessary]***[The Customer’s Staff Vetting Procedures are: [**Insert *details/contained in [*Insert *link to relevant policy****].* *[****Example 1:*** *The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check.]* *[****Example 2:*** *Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions].*[The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s additional sustainability requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s health and safety policy is: [**Insert *details/contained in [*Insert *link to relevant policy***].  |
| 1. **Special Terms**
 | Special Term 1 - ***[Insert terms to revise or supplement the terms and conditions, or enter ‘N/A’ and delete the extra rows below for example but not exhaustive:**** ***longer extension period;***
* ***time being of the essence for delivery]***
 |
| 1. **Additional Insurance**
 |  |
| 1. **Further Data Protection Provisions**
 | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:**Yes:**[ ] **No:**[x]  |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2: Specification/Description**

### Background to Natural England

Natural England is the government’s advisor for the natural environment in England, helping to protect England’s nature and landscapes. Nature Recovery is at the centre of the Government’s [Environmental Improvement Plan (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1133967/environmental-improvement-plan-2023.pdf). With the introduction of the Nature Recovery Network, by 2042 Natural England is working to restore 75% of protected sites, create 500,000ha of additional habitat, recover threatened species and deliver environmental, economic, and social benefits, such as carbon capture, flood management, clean water, pollination and public health and wellbeing. Natural England has created 12 Nature Recovery Projects across England which will strengthen and fast track the Nature Recovery Network and showcase how to deliver nature recovery at a local and ecologically functioning scale.

We are working with a wide range of partners, stakeholders, and customers on a range of projects, from influencing sustainable development, advising farmers and landowners how they can manage their land in a sustainable way for the benefit of the environment, gathering and analysing environmental data, and carrying out vital statutory duties. Across the country, we’re helping nature to support people and our planet.

Further information about Natural England can be found at: [Natural England](http://www.naturalengland.org.uk/)

### Seaford to Eastbourne Nature Recovery Project

#### *Background to the specific work area relevant to this purchase*

Seaford to Eastbourne Nature Recovery Project (NRP) covers 12,000ha and aims to create wildlife-rich habitats, improve climate security, and offer opportunities for the local community to connect with nature. The project will build on key partnerships with South-East Water, local authorities, and farmers. Within the NRP we are proposing an extension of the National Nature Reserve to create a 'super NNR', inspired by the importance of the chalk geology and the ecosystem services that it provides. Chalk geology is the underpinning driver as it has critical importance for water supply in the area and subsequently provides wider environmental, economic and social benefits. Often, the ecology is linked to the wider health of raw water quality and quantity. This project will enable stakeholders to value the importance of the chalk downs and provide opportunities for environmental education.

We aim to also restore and create a range of priority habitats, with the most prominent being chalk grassland. Across the landscape there are also dominant patches of scrub habitat which has recently been included as a wildlife-rich habitat, within Schedule 1 of The Environmental Targets (Biodiversity) Regulations 2023.

Favourable conservation status of chalk grassland relies on vegetation heterogeneity including scattered scrub of various age classes; dynamic habitat mosaics are highly valued in conservation assessments and provide an important resource for species (especially invertebrates). Different successional stages of calcareous scrub provide structural and species diversity. Scrub levels across the Seaford to Beachy Head SSSI, after a recent condition assessment, currently has much higher than the 5% allowance of scrub habitat on the chalk grassland, with similar high scrub level across the landscape. Additionally, other areas, such as Whitbread Hollow, have ancient scrub outside of the chalk grassland that need to be captures and mapped. Scrub has the potential to be a complimentary habitat to those within the NRP: chalk grassland, heaths and high-carbon habitats such as intertidal mudflat and saltmarsh. However, little is known about what role scrub has within this landscape and its value to chalk grassland specialist species.

This project will collate evidence and undertake surveys of the existing scrub across the c.2000ha of the proposed sNNR establishing extent, structure, quality, and connectivity as well as associated species populations to inform habitat and management choices. Management, including scrub management and interconnectedness of grassland and scrub, is already underway, funded through agri-environment schemes. This project will create consensus amongst landowners and farmers as to the optimum approach by researching the value they each place on the habitat and their aspirations for nature recovery on their land.

The main outcomes of the project are:

* To gain a thorough understanding of the study area, including scrub cover and value to target species (chalk grassland specialists including the Adonis Blue, invertebrate assemblage F111, heath specialists including the Grayling butterfly, rare and threatened avian and mammalian species and incoming migratory species found within the NRP), presence of non-native invasive species and climate threats.
* To obtain management and/or enhancement recommendations for the scrub habitats based on the best available information.
* To prepare a management plan based on these recommendations that focuses on deriving maximum biodiversity value from the inter-relation and connectivity across the habitat mosaic for the study area that is achievable for the landowner partnership.

### **Requirement**

This will be a two-year project (subject to financial confirmation). The area to be assessed is managed by eight partners and covers 2018ha of land with the addition of potentially 1400ha as associated areas, as shown in Annex 1.

The requirements for the Year One of the project are as follows:

1. Literature review.

Undertake a literature review to compile a report detailing:

1. What constitutes 'high quality' scrub habitat for supporting target species.
2. What constitutes scrub habitat which holds limited or no value in supporting target species.
3. The habitat requirements and identifying the impacts of scrub types on chalk grassland specialist species alongside avian, invertebrate and mammalian species and assemblages found within the area (including importance for migratory species).
4. The effects of different scrub management on chalk grassland species.
5. The importance of habitat connectivity of scrub and key species that benefit from this.
6. Existing evidence of how scrub habitat can fit in and be complimentary to other habitats (chalk heath, grassland etc.).
7. Existing evidence of the value of scrub habitat on chalk soils and throughout the NRP.
8. How 'high quality' scrub can be managed effectively taking into consideration the relative importance of the different priority habitats within the study area and wider NRP.
9. How stable/mobile the scrub edge is, how it can be managed, the importance of the scrub edge within the chalk landscape.
10. Identifying potential for early successional scrub to develop outside chalk grassland areas and for dynamism in the scrub age structure. Investigating the speed of change of scrub.
11. The future impacts of climate change on scrub, chalk specialists and the wider landscape.
12. Collation of evidence of species records (e.g., birds, mammals and invertebrates) for the NRP area from publicly available records, partner studies and local recorders including the Sussex Biodiversity Record Centre and from Sussex Ornithological Society. Identify any need for gaps in species records / the need for further studies to inform year 2 actions.
13. Review of existing literature including scrub monitoring within the South Downs Landscape (ADAS 1996), the Nature Conservation Value of Scrub in Britain (JNCC Report 2000) and the Scrub Management Handbook (English Nature 2006).
14. Understanding factors limiting the potential extent for chalk grassland habitats caused by geology/soils, restoration timelines and degrees of risk.
15. Capture existing agri-environment schemes within the NRP.
16. Mapping

Aerial and ground based digital data capture of extent, structure, quality, and connectivity of scrub within Seaford to Eastbourne NRP. This would include a collation of historic evidence including scrub cover from RAF Aerials and historical series maps. Creation of a map (GIS mapping) of the areas of developed scrub habitat across the NRP, with the aim to show connectivity and distribution of this habitat type. Use of 2D/3D modelling to assess condition of existing scrub, threats, and potential for scrub enhancement. This would be followed by site visits and assessment to look at structure of the scrub, diversity, species richness, height and age of scrub to verify areas of high suitability. Additionally, this would include mapping of existing agri-environment schemes within the NRP.

The requirements for the Year Two of the project (subject to financial confirmation) are as follows:

1. Species surveys if necessary.

Identifying which scrub species are present across the area and identifying the location and population extent of any invasive species present.

- Invertebrate surveys to identify species diversity and scarcity within a variety of scrub habitats.

- Ornithological studies including breeding bird surveys to identify how avian species utilise scrub.

- Mammalian surveys to identify how mammal species utilise scrub, including bats, hedgehogs, and dormouse.

These surveys will be used to create a map of the location of species, identifying where fragmented habitat is affecting species distribution, and where habitat creation/enhancement can be targeted to benefit these species.

1. Management plan.

Preparation of a management plan based on these recommendations for the study area that is achievable for the landowner partnership.

### Sustainability

Defra Group protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25-year environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority’s objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

### Outputs and Contract Management

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| --- | --- | --- | --- |
| Reference | Deliverable | Responsible Party | Date of completion |
| Objective 1 | Final Literature Review, completed following Natural England digital document guidelines. DRAFT documents to be complete by beginning of March to allow comments and changes to be made ahead of final delivery. | Contractor  | March 2024 |
| Objective 2 | Mapping, including GIS layer and habitat modelling and site visit. DRAFT documents to be complete by beginning of March to allow comments and changes to be made ahead of final delivery.  | Contractor | March 2024 |
| Objective 3(Subject to financial confirmation) | Species surveys (invertebrate, mammalian and avian) and species mapping.  | Contractor | March 2025  |
| Objective 4(Subject to financial confirmation) | Preparation and collation of results, consultation with key partners to create management plan.  | Contractor, NE, Landowners, Key Partners | March 2025 |

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

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| **[XXXX]** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |   |
| Duration of the processing |   |
| Nature and purposes of the processing |   |
| Type of Personal Data |   |
| Categories of Data Subject |   |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data |  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement |  |
| Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach |  |