

# Short Form Contract

## Contract for Services – NE

Contract Reference ITT\_4736

October 2018



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## THIS CONTRACT

## BETWEEN

**NATURAL ENGLAND** of Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX (the “**Authority**”); and APEM Ltd registered in England and Wales under number 2530851 whose registered office is of A17 Embankment Business Park, Vale Road, Heaton, Mersey, Stockport, Cheshire SK4 3GN (the “**Supplier**”)

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

## BACKGROUND

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

## AGREED TERMS

### 1. Definitions and Interpretation

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

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

‘**Authority Website**’: [www.naturalengland.org.uk](http://www.naturalengland.org.uk)

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

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

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

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

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

‘**Data Protection Legislation**’: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent

that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

**'Data Protection Officer'**: has the meaning given in the GDPR.

**'Data Subject'**: has the meaning given in the GDPR.

**'Data Subject Request'**: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

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

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

**'DPA 2018'**: the Data Protection Act 2018.

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

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

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

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

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

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

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

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

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

**‘Joint Controllers’**: where two or more Controllers jointly determine the purposes and means of processing.]

**‘Law’**: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply.

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

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

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

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

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

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

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

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

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

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

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

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

**‘VAT’**: Value Added Tax.

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

1.2 The interpretation and construction of the Contract is subject to the following provisions:

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

## 2. Contract and Contract Term

- 2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the “**Services**”) in accordance with the terms and conditions of the Contract.
- 2.2 The Contract is effective on 15<sup>th</sup> October 2018 (the “**Commencement Date**”) and ends on 25<sup>th</sup> February 2019 (the “**Expiry Date**”) unless terminated early or extended in accordance with the Contract.

## 3. Price and Payment

- 3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.
- 3.2 The Authority shall:
  - a) provide the Supplier with a purchase order number (“**PO Number**”); and
  - b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.
- 3.3 A Valid Invoice shall:
  - a) contain the correct PO Number;
  - b) express the sum invoiced in sterling; and
  - c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.
- 3.4 The Supplier shall submit invoices in intervals as described in Schedule 2 (2) [Accounts-Payable.neg@sscl.gse.gov.uk](mailto:Accounts-Payable.neg@sscl.gse.gov.uk) or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ
- 3.5 The Supplier acknowledges that:
  - a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
  - b) invoices which do not include the information set out in Clause 3.3 will be rejected.
- 3.6 Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.



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

## 4. Extension of the Contract

- 4.1 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to 3 months.

## 5. Warranties and Representations

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

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

## 6. Service Standards

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

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

## 7. Termination

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

- f) there is a change of control of the Supplier; or
  - g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).
- 7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

## 8. Consequences of Expiry or Termination

- 8.1 If the Authority terminates the Contract under Clause 7.2:
- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
  - b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).
- 8.2 On expiry or termination of the Contract the Supplier shall:
- a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
  - b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.
- 8.3 Save as otherwise expressly provided in the Contract:
- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
  - b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

## 9. Liability, Indemnity and Insurance

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

- 9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

## 10. Confidentiality and Data Protection

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

- a. a systematic description of the envisaged processing operations and the purpose of the processing;
  - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
  - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - c. ensure that:
    - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
      - A. are aware of and comply with the Supplier's duties under this clause;
      - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
      - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and



- D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
  - d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
    - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
    - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
  - e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:
- a. receives a Data Subject Request (or purported Data Subject Request);
  - b. receives a request to rectify, block or erase any Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority;
  - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- 10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.
- 10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection



with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- a. the Authority with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Authority following any Data Loss Event;
  - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- a. the Authority determines that the processing is not occasional;
  - b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10.11. The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- 10.12. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- a. notify the Authority in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Authority; and
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.

- d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 10.14. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 10.15. The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.
- 10.18. [Where the Parties include two or more Joint Controllers as identified in Schedule 3, in accordance with GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of Clauses 10.3 to 10.16 for the Personal Data in respect of which they are Joint Controllers.]

## 11. Freedom of Information

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

## 12. Intellectual Property Rights

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

availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

## 13. Prevention of Corruption and Fraud

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

## 14. Discrimination

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

## 15. Environmental and Ethical Policies

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

## 16. Health and Safety

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

relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.

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

## 17. Monitoring and Audit

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

## 18. Transfer and Sub-Contracting

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

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

## 19. Variation

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

## 20. Dispute Resolution

- 20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier’s representative and the Authority’s commercial director or equivalent.
- 20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

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

## 21. Supplier's Status

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

## 22. Notices

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

## 23. Entire Agreement

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

## 24. Third Party Rights

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

## 25. Waiver

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

## 26. Publicity

- 26.1 The Supplier shall not without Approval:
- a) make any press announcements or publicise the Contract or its contents in any way; or
  - b) use the Authority's name or logo in any promotion or marketing or announcement.

- 26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

## 27. Force Majeure

- 27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.
- 27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

## 28. Governing Law and Jurisdiction

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

## 29. Electronic Signature

- 29.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.
- 29.2 Acceptance of the offer comprised in this Agreement must be made **within [7] days** from the date of this Award Letter and the Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system ("**Bravo**").
- 29.3 No other form of acknowledgement will be accepted.



# SCHEDULE 1 - SPECIFICATION OF SERVICES

**Aim:** The aim of this project is to test and apply the use of specific indicators of natural capital and ecosystem services through the development of natural capital baseline assessments in the marine environment.

**Scope:** The project will build on the work conducted under the Natural England Natural Capital Indicators project by using the indicators developed during that project to quantify the extent, condition and location of marine natural capital assets and associated ecosystems services in 3 case study Marine Protected Areas (MPAs). The work should identify the relevant data sets (or best proxies), and methodologies for measuring these indicators of natural capital and ecosystem services and provide a template and/or tool to enable the approach to be rolled out to other MPAs. The project will also produce information on how such an approach could be used in the wider seas.

**Background:** Enhancing natural capital is a core element of the UK Government 25 Year Environment Plan (YEP) and Natural England's Conservation Strategy. As such, we need to understand how we can enhance natural capital through Natural England's delivery work to achieve the ambition of providing multiple benefits to people and wildlife. Developing baseline assessments is an essential step to improving our understanding of the extent, quality and location of our marine natural capital, and the ecosystem services it provides (and to whom). This will enable us to monitor change in the future in response to policy drivers, management interventions and pressures. Building on our innovative natural capital indicators work, this project will practically test and apply the use of the indicators through the development of natural capital baseline assessments in the marine environment.

The Natural England Natural Capital Indicators project (see Annexes H-K for further information), has taken an innovative approach to identifying indicators to assess the state of natural capital. The majority of natural capital assessments start by considering the data available for an assessment. Our work starts from the premise of identifying the natural capital assets that we need to measure, to ensure the continued (or enhanced) provision of multiple ecosystem services and benefits to people and wildlife. For the first time in England, we have applied a rigorous and systematic approach to identify a short list of natural capital indicators, for key ecosystem services and the eight broad habitats identified in the UK National Ecosystem Assessment. Marine is one of these broad habitats, with coastal identified separately, along with six other broad terrestrial habitats.

The indicators project also identified data sets for potentially measuring the short list indicators and also data gaps, where data sets have not been identified.

This project will test and apply the use of these indicators through the development of natural capital baseline assessments in the marine environment. The focus of the project will be on MPAs. Natural England provides conservation advice for MPAs up to 12 nautical miles from the coast. These MPAs are designated to protect features (habitats, species or geological) of national and international importance. They are therefore protecting many natural capital assets within the whole site and delivering multiple ecosystem services. In order to assess this, this project will conduct baseline assessments for case study MPAs and provide information on how such an approach could be used to assess natural capital assets and associated ecosystem services in the wider seas.

#### Objectives:

- a. To test the application of the natural capital and ecosystem service indicators, which have been identified by the natural capital indicators project, in 3 case study MPAs, as specified in the methods section below.
- b. To test the use of the data sets, which have been identified by the natural capital indicators project, through their application in the development of natural capital baseline assessments in the 3 case study MPAs.
- c. Identification and application of additional data sets, which can be used to regularly measure the indicators, which have been identified by the natural capital indicators project, in 3 case study MPAs. If proxy data sets are used, assess their fitness for purpose, limitations and assumptions used in their application.
- d. To produce mapped and tabulated baseline assessments of natural capital and ecosystem services, which have been identified by the natural capital indicators project, for the case study MPAs.
- e. The development of a template and method that can be used in the future, by Natural England and a range of partners, to develop comparable natural capital baseline assessments for other MPAs.
- f. Provide information and advice on the application of the assessment to the wider seas, including information on data availability, appropriate spatial scale and methods.
- g. Provide recommendations of further development work or improvements that could be made including: identifying gaps in data; issues that require addressing; suggestions of solutions to issues and an indication of the scale of solution tasks.

Methods: The natural capital baseline assessments will assess the extent, quality and location of natural capital assets and, importantly, the associated ecosystem services. The assessments will be conducted using the short list indicators and data sets identified by the Natural England natural capital indicators project for marine habitat (Annex J) and coastal habitat (Annex K, where applicable to the selected MPAs).

The assessments should take place for 3 case study MPAs. The suggested MPAs should be selected from those which received conservation advice from Natural England and have had recent site assessments conducted (see Annex L), so that we can draw on this evidence base. More information on these MPAs can be found at:

<https://designatedsites.naturalengland.org.uk/>. The final selection of MPAs for the case studies will be agreed at the project inception meeting.

The project will test the practical application of all (not a selection of) the data sets identified in the natural capital indicators project, for measuring the short list indicators identified for marine (Annex J) and where applicable to the MPA, coastal (Annex K). This may be the case when an MPA contains a habitat (e.g. mudflats) which is included in the coastal broad habitat definition (see Annex H). The data collected for site assessments (where applicable for the indicators) will be key datasets for assessment by this project (in addition to those listed in Annex I, J and K).

Where a data set cannot be practically applied in the baseline assessment, an explanation will be required. The project will also identify additional datasets (to those listed in the natural capital indicators project), which can be used to regularly measure the indicators and can be applied to the baseline assessments. If proxy data sets are used, an assessment of their fitness for purpose, limitations and assumptions used in their application will be required.

The data is required to be presented in a mapped and tabulated form in the baseline assessments. Where these data cannot be presented in mapped and tabulated form, an explanation will be required. Although economic valuation is not within the scope of this work, where possible the tabulated data for ecosystem services will be provided in a form to enable potential economic valuation in the future.

The baseline assessments are to be provided in an informative and user friendly format. The assessments will be designed to be repeatable, with clear explanations of the method followed, provided as a set of instructions. The assessments will be developed using data that is openly available and useable, without the need for modelling or manipulation that is beyond basic capability.

The project will also include the development of an easy-to-use template tool for applying the approach to other MPAs. The template tool will provide a structure and method, based on good scientific rationale. This will enable future roll-out to other MPAs and the wider sea supporting the future delivery of Natural England's Conservation Strategy and

Government's 25 YEP. It is therefore important that additional information and advice on the application of the assessment to the wider seas, including information on data availability, appropriate spatial scale and methods will also be included in the project outputs.

All Natural England data (or data licensed for use by Natural England) can be accessed as detailed in this link: <https://www.gov.uk/guidance/how-to-access-natural-englands-maps-and-data#contractors-and-partners-using-geographic-data>. The data collected for MPA site assessments are key datasets for this project, (where they are applicable for the indicators) and this data will be provided to the contractor by Natural England where data is available.

All open data, which is not Natural England's, will be accessed directly from source. All maps must include appropriate copyright details. See Annexes M, N, O and P for guidance for the geographic component including data specification and standards and metadata requirements.

The general principle of this project will be to make all data produced open and fully accessible. After a period of testing and development, the data may be appropriate for inclusion in the MAGIC portal (<http://magic.defra.gov.uk/>), but in the short term, the data will be available through the Defra data download site on .gov.uk. The data will be stored centrally on Natural England standard systems (GeoData).

#### Outputs:

- a. Natural capital baseline assessments for 3 case study MPAs. The assessments are required to be thorough, clear and as concise as possible and to be written in a style and language suitable for a non-technical audience. The assessment will be structured around: natural capital asset quantity, quality and location; and ecosystem services and data should be presented in mapped and tabulated form.

The assessments are to include: clear outline of methods followed; analysis of results; quality assurance; conclusions; recommendations based on the lessons learnt from practical application of the natural capital indicators work; citations of the references used.

- b. A template and method that can be used in the future, by Natural England and a range of partners, to develop comparable natural capital baseline assessments for other MPAs.
- c. A briefing on the potential application of the assessment to the wider seas, including information on data availability, appropriate spatial scale and methods.

Outputs are to be provided as word and /or pdf documents, Excel spreadsheets and ESRI shapefiles (.shp), meeting Natural England's style guide (which will be provided) and in a form compatible with sharing through the MAGIC portal.

Timetable:

The project will be managed by a Natural England project officer, with the involvement of a project steering group.

<i>Inception Meeting</i>	Inception meeting with the project steering group and supplier.	w/c 29th October 2018
<i>Progress updates</i>	Fortnightly teleconference/phone call to update the Natural England Project Officer on progress, with steering group participation if required technically.  E-mail update on progress to be provided to the Natural England Project Officer 24 hours before each fortnightly teleconference.	Fortnightly or as issues arise
<i>Data analysis and outputs</i>	Data collation, analysis and development of baseline natural capital maps, tabulated data and template to be completed.	October-December 2018
Deliverable 1 <i>Interim Report</i>	Interim report that covers methods, progress and issues to date.	7 <sup>th</sup> December 2018
<i>Steering group meeting</i>	Project steering group face-to-face meeting, to discuss the progress to date as outlined in the interim report.	w/c 7 <sup>th</sup> January 2019
Deliverable 2 <i>Draft final report</i>	Draft final report to include all outputs: the baseline assessments; the template tool and the briefing on application of the assessments to wider seas.  To be provided by e-mail to the Natural England Project Officer and steering group	31 <sup>st</sup> January 2019

Deliverable 3	Final report, incorporating comments from the steering group on the draft report.	28th February 2019
<i>Final Report</i>	To be provided by e-mail to the Natural England Project Officer and steering group	

## E01\_Understanding of Specification of Requirements

### Response

APEM has a strong background in marine and coastal science, as well as natural capital/ecosystem services assessment and GIS mapping, which will be critical to the successful completion of this project. APEM has further strengthened its capability to deliver the requirements of this project through a partnership with Viridian Logic. APEM and Viridian Logic, have experience leading a wide range of projects successfully and to budget, ranging from site-based monitoring up to large-scale mapping and assessments of catchments and marine environments. Most recently this could be seen in projects such as APEM's independent scientific review of the Scottish MPA network and Viridian Logic's work mapping ecosystem services in Montserrat. Both projects required understanding of complex data sets and the marine environment and show what we can do with national and local scale datasets in the context of this project. Together, the APEM and Viridian Logic team have a deep understanding of the specification of requirements for this project.

#### Marine and coastal science

APEM's dedicated marine consultancy team regularly assesses the condition of marine and coastal habitats and the anthropogenic pressures these habitats are exposed to. We have an in depth knowledge of all of the marine and coastal margin habitats and data, both generally and also specifically for the protected areas in question, as APEM has conducted baseline and condition assessment surveys for several of the sites including the Tweed Estuary SAC; North Norfolk Lagoons within The Wash and North Norfolk Coast SAC; Solent & Isle of Wight Lagoons SAC; The Wash & North Norfolk Coast SAC; and Chesil Beach & Stennis Ledgers MCZ which overlaps with Chesil and the Fleet SAC. Many of our projects involve conducting Phase I and II habitat surveys of littoral habitats and baseline or characterisation surveys of subtidal habitats. Habitat maps are produced based on the findings of these surveys and any other relevant data available from published sources. These have included surveys to inform condition assessments such as for the protected areas mentioned above as well as for the Cumbria Coast MCZ; Morecambe Bay SAC; Brownsea Island Lagoon; Dee Estuary SAC; Langstone Harbour SSSI, Ryde Sands and Wootton Creek SSSI and Newtown Harbour SSSI; Ribble Estuary SSSI / Ribble & Alt SPA; and Drigg Coast SAC.

APEM has undertaken numerous Ecological Impact Assessments (EclA) for a range of public and private sector developments that have required the classification of the sensitivity of marine habitats and species using existing data and literature. All of these projects have required extensive desk-based literature/data review, data collection, field surveys, sensitivity assessment, impact assessment and consultation with the relevant statutory nature conservation bodies and their advisors. Our knowledge of the ecology and biology of UK habitats and species from these projects puts APEM in an optimum position to deliver this study for Natural England.



## Natural Capital and Ecosystem Services

Coastal and Marine natural capital support a range of ecosystems which can provide many benefits and services to society from food (e.g. shell fisheries), to recreation (e.g. bathing and sailing) to flood protection (e.g. saltmarshes). It is estimated that globally, oceans support millions of jobs and contribute \$2.5 trillion into the global economy (Natural Capital Coalition, 2018). As such, it is important to fully understand marine ecosystems from a natural capital perspective in order to not only help protect coastal and marine life but also the services they provide. Our previous work on Marine Protected Areas (MPAs) in Scotland<sup>1</sup> has helped us gain a detailed insight into the complexities and data available for MPAs and how they are one of the tools that are being used to help protect the marine environment, aiming to ensure it is used sustainably and is kept healthy for society and future generations.

The Government's 25-Year Environment Plan recognises the value of the ecosystem services provided by the natural environment and embeds the concept of natural capital as a way of quantifying this. It recognises that managing aquatic and terrestrial habitats holistically provides opportunities to deliver multiple benefits for several end-users (including water companies), such as: water quality improvements; flood risk management; social benefits; resilience; to the environment and communities. This is also in line with the United Nations Sustainable Development Goals, in particular, for the marine environment with SDG14<sup>2</sup> which looks to help nations conserve and sustainably use the oceans, seas and marine resources for sustainable development.

The natural capital concept encompasses all of the world's natural resources, including water, air, geology, soils and plants and animals (Natural Capital Coalition, 2016). Natural capital supports resources, which provide benefits to businesses and society, through ecosystem services (e.g. the natural resource of mussel beds, can provide benefits to people through regulating water quality or to businesses through the provision of mussels to the shellfish industry).

Ecosystem services can easily be associated with different stakeholders (e.g. recreational fishing with anglers). However, in order to improve the flow of benefits and ensure they are sustainable, the amount and quality of natural capital that underpins the service must be maintained (e.g. clean freshwater in rivers). Work has already been undertaken to categorise natural capital in a way that can be measured and valued. Eight distinct habitat types, along with sub categories, have been identified which can be associated to benefits to people and therefore be valued. There are eight broad habitat types, two of which are related to this project (marine and coastal margins). These broad categories cover all marine habitats from saltmarshes to the oceans, including supra-littoral and littoral habitats. These wide range of habitats not only support a diverse range of species, but littoral sediment habitats include features such as beaches which are used by dog walkers and often by recreational anglers looking for worms (bait digging). For example the has tourist beaches at Hunstanton and Heacham which are very pretty/picturesque and people feel quite strongly about – aesthetic value etc. The Wash has commercial cockle and mussel shellfisheries (which are managed by NE) showing the wide range of benefits the marine environment provide.

As noted, the benefits to people from natural capital habitats can be seen in the ecosystem services provided. These are assessed based on four broad categories: provisioning; regulating; cultural; and supporting. These overarching categories cover all the main benefits that society and businesses gain from natural capital and the 18 services highlighted in Natural England's indicator project.

Protecting and improving the natural capital and therefore the services they provide is important for economic growth and the health and wellbeing of society. This is important for the marine

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<sup>1</sup> <https://www.gov.scot/Resource/0045/00455482.pdf>

<sup>2</sup> <https://sustainabledevelopment.un.org/sdg14>

environment as well as terrestrial and can be seen in the Joint Nature Conservation Councils 2017-2020 strategy, which includes themes to protect our marine natural capital and to work with partners on coastal waters. To help with protecting the marine environment the UK has designated 207 Marine Protected Areas (MPAs). The geographic areas have been designated a wide range of physical and ecological reasons to be managed to achieve long-term goals of conservation of nature with their associated ecosystem services. The services they provide can include regulating our climate, nutrient cycling, recreation, and providing raw materials such as oil and food. As such it is important to protect and conserve the marine environment using MPAs as a practical tool to conserve marine species and habitats.

However, there currently no standard approach to measuring and valuing natural capital for use by regulators and their partners<sup>3</sup>. This is partly due to the individual needs of projects, the boundaries set for each project and the fact that a different range of factors can be considered. For instance, one project may only consider only the value of commercial fish stocks as caught, whereas another may include the value after processing or may consider subsistence fishing as well. Due to this and the varied nature of how services can be measured and valued, it is always necessary to clarify the exact metrics to be used at the start of a study. This allows for future updates and monitoring for any objectives as well as ensuring consistency across different assessments where needed. APEM and Viridian Logic have the in depth knowledge of natural capital and the marine environment to be able to build on Natural England's indicator project to address this gap and to help produce an approach for future marine assessments.

### Our understanding of this project

This project is essentially a 'learn by doing' exercise. A range of experts have put together a number of indicators that can be used to show the extent and quality of natural capital, as well as the benefits flows from it (ecosystem services). They also identified a number of data sources that could be used to quantify these indicators. However, these theoretical connections have not been tested. We will therefore create natural capital baselines for three MPAs to test the connections between data, indicators, natural capital and ecosystem services. Where such connections are not robust, we will identify and source alternative solutions to assessing natural capital and their ecosystem services. Finally, we will distil our findings into a template and guidance for others to apply around the UK marine environment, or highlight what more needs to be done to fill any gaps.

APEM and Viridian Logic's methodology, proposed in document E02, is focussed on the needs set out by Defra in the Invitation to Tender (ITT) to test and apply the use of specific indicators of natural capital and ecosystem services through the development of natural capital baseline assessments in the marine environment. This will include completion of a natural capital baseline for three Marine Protected Areas, selected from the list of 16 included with the ITT (Appendix L). Specifically, we will undertake work to complete the following objectives for the ITT:

- A.** To test the application of the natural capital and ecosystem service indicators, which have been identified by the natural capital indicators project, in three case study MPAs, as specified in the methods section below (document E02, Steps 1 to 4).
- B.** To test the use of the data sets, which have been identified by the natural capital indicators project, through their application in the development of natural capital baseline assessments in the three case study MPAs (document E02, Steps 3 & 4).
- C.** Identification and application of additional data sets, which can be used to regularly measure the indicators, which have been identified by the natural capital indicators project, in three case study MPAs. If proxy data sets are used, assess their fitness for purpose, limitations and assumptions used in their application (document E02, Steps 2 & 3).

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<sup>3</sup> A good standard is ONS & Defra (2017) Principles of Natural Capital Accounting:  
<https://www.ons.gov.uk/economy/environmentalaccounts/methodologies/principlesofnaturalcapitalaccounting>



- D.** To produce mapped and tabulated baseline assessments of natural capital and ecosystem services, which have been identified by the natural capital indicators project, for the three case study MPAs (document E02, Step 4).
- E.** The development of a template and method that can be used in the future, by Natural England and a range of partners, to develop comparable natural capital baseline assessments for other MPAs (document E02, Step 5).
- F.** Provide information and advice on the application of the assessment to the wider seas, including information on data availability, appropriate spatial scale and methods (document E02, Steps 4 to 6).
- G.** Provide recommendations of further development work or improvements that could be made including: identifying gaps in data; issues that require addressing; suggestions of solutions to issues and an indication of the scale of solution tasks (document E02, Step 6).

## Outputs

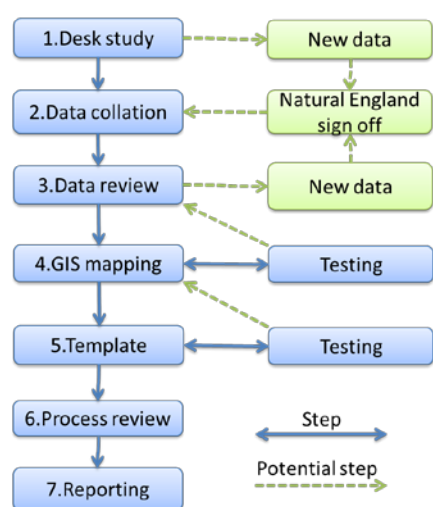
In line with the requirements set out in the ITT APEM and Viridian Logic will produce:

1. Natural capital baseline assessments for three case study MPAs;
2. A template tool that can be used in the future by Natural England and a range of partners to produce comparable natural capital baseline assessment for other MPAs;
3. A briefing on the potential application of the template tool to the wider seas, identifying the appropriate data sources, spatial scale and methods; and
4. A Draft Final and Final Report in pdf/Word formats. Excel spreadsheets and ESRI shapefiles will be provided conforming to Natural England's style guide, compatible with sharing through the MAGIC portal.

## E02\_ Methodology

### Response

The proposed methodology is focussed on the needs set out in the Invitation to Tender (ITT) to test and apply the use of specific indicators of natural capital and ecosystem services through the development of natural capital baseline assessments for the marine environment. This is to include completion of natural capital baselines for three Marine Protected Areas (MPAs), selected from the list of 16 (Appendix L).



Our integrated project team will undertake a seven-step approach to produce the three baselines and complete the project and deliver objectives a to g in the ITT. This will include reviewing the output from Natural England's indicator project as well as additional data sets, collating all relevant data, mapping and tabulating natural capital, creating a template and process for future assessments, as well as reviewing further work that may be required.

Although the sites to be used will be confirmed with Natural England at the project inception meeting, based on the sites listed in Appendix L we recommend using the sites: Flamborough Head, Orfordness – Shingle Street and Solent Maritime. These MPAs provide a broad range of reasons for designation (therefore data requirements) and site assessment complexities, which will help produce robust baselines as well as be suitable for testing the method for undertaking future natural capital assessments.

### Step 1 – Desk study

Using, and understanding, the correct data is a key requirement, not only to create robust evidence bases, but also to help provide clear and replicable approaches. For this step we will go through the list of 26 data sources already linked with short list marine and coastal indicators from the indicator project to produce a data matrix. The matrix will be set up to clearly show which data are being used and how, for each natural capital and ecosystem service. This will be done for each of the three main aspects of the data i.e. quantity, quality and spatial aspects. The matrix will be

based on the indicator methodology and be updated throughout this project to record the tests of the data sets, in order to help identify future needs, and benefit future assessments through helping to ensure consistency and quality of data. The indicator project output, noted in Annex I, highlights data sources that contain multiple datasets (e.g. the DASSH Archive for Marine Species & Habitat Data, JNCC Marine Protected Areas Monitoring and the MEDIN — Marine Environmental Data and Information Network). However, no specific datasets are identified in relation to the relevant ecosystem services. Additionally, a brief review of the DASSH archive shows that there are potentially 122 data entries for presence/absence of species on reefs around the UK, but these all relate to a single survey undertaken in the southwest of the Isle of Wight in 2002. This suggests that identifying, extracting and preparing useful data highlighted by the initial indicator project will potentially need an in-depth review and will be a critical step in producing baselines for the MPAs. APEM has considerable experience of handling of large datasets and conducting in-depth reviews (see 'Independent Scientific Review of the Scottish MPA Network' and 'Designing and applying a method to assess the sensitivities of marine birds, fish and mammals to environmental pressures' in EO4: Project Team Experience for examples of this experience).

Step 1 will also include a review of the data gaps starting with those identified in Annex I of the ITT, so that further relevant and accessible data sets can be identified. For instance, we will interrogate the data repositories of the Natural Environment Research Council (NERC) for data relevant to MPAs, coastlines and the wider UK seas, EUNIS for any potential data on species and habitats and, where feasible, bathymetry data from the INSPIRE portal. All new data sets will be discussed with Natural England to agree if they should be included or not. All decisions will be recorded for later inclusion in the final report.

### **Step 2 – Data collation**

Based on the outcome of Step 1, we will collate all relevant data, either first hand through websites and relevant portals or through data requests to relevant parties. Where feasible, all data will be requested from the same calendar year (i.e. 2017) to ensure that all datasets are directly comparable. However, where this is not possible, data from 2013-2017 will be sought in line the most common update frequency of the data sources identified by the indicator project (i.e. 1-5 years). All date ranges for data will be recorded. Data will be sought in GIS or related format as much as possible. Any data that are not already in the correct format will be cleaned and converted, except attribute data. The latter will be necessary in some circumstances, such as fishery statistics, but will have to be associated with spatial data before they can provide useful information on ecosystem service flows. Attribute data will not always be useful in creating a natural capital baseline, but will still be included where they could assist future assessments or valuations.

We will update the data matrix from Step 1 with information such as which data were collated, contacts or websites, ease of access, quality, date ranges etc., so that the updated version can be included as part of the instructions to accompany the template tool (more detail provided in Step 5). Data will be processed in line with the requirements of the data source and in line with guidance provided in Annexes M, N and P of the ITT, including completing metadata forms for new data (Annex O).

### **Step 3 – Data review**

The data collated will be reviewed to ensure they are sufficient to meet the objectives of the project, following a similar method as described in Pérez-Domínguez et al. (2016). The project team will undertake various checks on the data such as, but not restricted to; accessibility (e.g. is it free and easy to access?); completeness of data (e.g. do national datasets cover all aspects of the natural capital indicators or designations?); format (e.g. is it in an easy to use form such as excel spreadsheet, PDF reports etc.?); processing needs to make it compatible with the assessment and relevance to MPA sites and wider seas.

This step will be used to test the connection between data, indicators and ecosystem services, to ensure that there is a sufficiently robust correlation between them to quantify service flows from the data via the indicators and that all data has been provided and is fit for the needs of the baselines. The results of the review will be recorded in the data matrix. Where any issues or gaps are identified, we will work with the Natural England project manager to fill them or identify appropriate assumptions, if no data are available. For instance, the CEFAS data hub (data source 26 in Appendix I) has 5569 datasets, but the majority appear to date to before 2011 which indicate they may not be appropriate. As such, we will review the data thoroughly during the project to extract usable datasets. The National Oceanographic Database (45) hosts freely available data, but data relating to water quality is available for very restricted locations and are dated between 1973 and 2008, so are not appropriate for this project. As such, data replacements or assumptions will be required. All findings will be recorded with any assumptions feeding into Step 4 where as new data will be fed back into Step 2.

Some data gaps identified in the indicators projects may have to be filled by 'proxies' or a smaller set of data than highlighted in the indicator project. For instance, the marine cultural services 'facilities' indicators may potentially be represented by Royal Yachting Association (RYA) membership locations and marinas, since these locations will form the majority from which pleasure craft venture out from the shoreline. Alternatives to MasterMap and other commercial datasets will also be considered, since many future users may not be licensed to use them.

At this step, using the relevant and reviewed data, we will create natural capital registers for each MPA, using the indicator tables as a guide. We will base the registers on standard approaches (e.g. eftec's work for UKWIR, Natural Capital Committee's 'How to do it guide') and agree their structure with the Natural England project officer. The registers will be designed to facilitate future updates, such as valuation data in line with the process set out in the logic chains, and the potential for new data where gaps are identified earlier in this step. It should be noted that the GIS layers will also have data tables in the background, which will include the geographic data for the natural capital and services. All data that are fit for purpose will be entered into the registers. The data will form the basis of the baseline maps for the MPAs, so will contain enough technical detail to create the baseline while still being in a format that is easily accessible.

#### Step 4 – GIS mapping and baselines

In this step, we will produce the baseline assessments for each MPA. The assessments will be completed based on the information entered into the registers, aiming to identify the baseline for each natural capital habitat and ecosystem service, whilst further testing the data, associated links and practicalities of using the data for assessments of wider coastal areas and seas. We will also clarify where impacts and dependencies between services would be expected and any implications for the baseline assessments. Along with the registers, baseline summary tables will be produced displaying the main outputs for each MPA (e.g. quantity and quality of saltmarsh in the Solent Maritime MPA).

Using the registers and the summary tables, a series of maps will be produced for each natural capital habitat and ecosystem service. If feasible and strong links are identified, different ecosystem services may be put into the same map, but only where it is appropriate to do so.

All maps will be based on data that will be readily available to future users, with natural capital maps showing the broad habitat types and ecosystem service maps showing a summary of the services being provided. This will be done using the teams experience gained mapping ecosystem services of Montserrat for the JNCC (Figure 1). We will also assess the ability to extract information from datasets and tables without needing more than average GIS skills. When this is not the case, we will try to produce a new methodology for average GIS skills, or source an alternative dataset to aid future users.

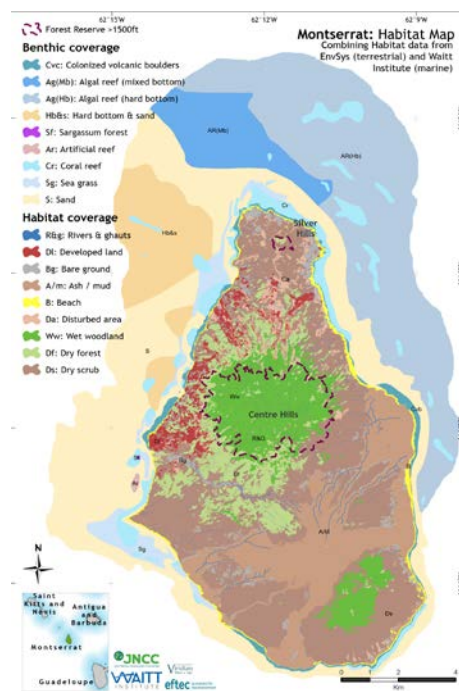


Figure 1: Example habitat map for an Ecosystem Services assessment of Montserrat completed for the JNCC.

All maps will start with two standard base layers: the EUNIS full detail habitat classification and bathymetry/topography. These will provide context for subsequent datasets. For example, for water quality in the marine environment we will use data highlighted for the indicator's nutrient status, toxic contaminants, bacteriological and viral quality, and sea grass. To the base data, we will add appropriate water quality datasets for the indicators are served by data resources 22, 26 and 45 of Annex I. Of these, the Clean Seas Environmental Monitoring (22) is freely available and has been assessed against regulatory limits. Data from relevant sampling points located in the chosen MPAs will be used for the assessments. However, as there are less than 100 sampling points around the UK, this might not always be possible. In this instance, qualitative assessments (above/below limits, improving/degrading) will be plotted to indicate broad chemical status for the MPAs.

We will also add other data sets such as Water Framework Directive classifications, bathing water quality and MPA survey data layers to the GIS map, to complete the data list for water quality indicators. Based on these we will test the display and integration of data to understand how the data can show and report quality and quantity of each indicator and ecosystem service flows, as well as contribute to the natural capital baseline map. Finally, the water quality ecosystem service map will be created for the MPAs, and data contributions added to the natural capital map. The overall methodology used will be recorded to allow the template tool to be developed, and any further problems or gaps identified. Then based on the example noted above for water quality, a similar process will be undertaken for each indicator and data set.

Following this method, up to 20 maps will be created for each MPA, including ecosystem service flows, and natural capital baseline maps for quantity/extent and quality. In line with our experiences of working with national and local stakeholders such as for the Scottish MPA Network (see E04: Project Team Experience), JNCC and also using the outputs from the Natural England project



NE209, all the maps will be designed to be easily understandable and usable, showing the information in a non-technical way. As well as provision of completed maps we will also supply the ready-to-use electronic GIS files.

### **Step 5 – Template**

Using the team's experience gained producing similar tools, such as a GIS tool created for UNICEF for relevant agencies in Dominica to co-ordinate action and avoid duplication or omission of water supply, we will use the lessons learnt from Steps 1-4, to create a user-friendly template and a standardised protocol for collating, combining and presenting spatial data for marine natural capital assessments. The template will allow standard users to go through all the steps necessary to create a natural capital baseline from the final cohort of datasets identified in the Steps above.

The first part of the template will be a map document that users can open on a variety of GIS packages, including ArcGIS and QGIS. All GIS outputs will meet Natural England's style guide (ESRI shapefiles) and in a form that will be compatible for sharing through the MAGIC portal. This document will contain a base map of the UK with MPAs shown (can be updated to allow assessments of any marine area or site), appropriately projected and with tool settings optimally configured for a baseline assessment. This will set the standard projection for other datasets the user adds and ensure the GIS is appropriately configured by default. The next part of the template will be instructions on how to access the required datasets, then how to ready them for use together (including all reconfiguring and style elements). The template and protocol will describe the steps needed to present the data in GIS to create the maps and tables necessary to fully describe a natural capital baseline, as well as how this informs the use of indicators to qualify or quantify the provision of ecosystem services from the natural capital.

We assume that further datasets will be created in the future, as new studies are undertaken. The template will therefore contain a section advising how new data should be configured to fit within this system. This will include projection, metadata, format and repository location for sharing (such as DASSH). This will also inform users how to reconfigure existing datasets – but ones not identified during the Steps above - for use in the template. On completion of this step APEM will produce an interim report. The report will include an update on work undertaken in Steps 1-5, including details such as a summary of data used from the indicator project, issues identified and any proxies, assumptions or new data put forward; clear description of methods used for the assessments; draft summary tables and maps of natural capital and ecosystem services; and draft registers.

### **Step 6 – Process review**

For this Step we will review the methods used so far in light of what might be required for wider use of the template tool both for the wider seas and difference scales. As part of this we will review factors such as spatial scales, data availability and quality in a broader context than used for Step 2. This will also include an internal review of the GIS tool by using a non-GIS specialist to essentially try and break the tool and test its limits. Additionally, we propose to give the template and draft methodology to Natural England or other suitable volunteer (to be agreed with Natural England) to test on a chosen site. All feedback and findings from both the project teams review and other tests will be used to update the tool and identify any further gaps or areas of work that will need addressing or changes in the methodology that should be implemented to account for lessons learnt (e.g. do the data sets cover all spatial ranges or do different data sets have to be identified?). The outcomes from this step will be used to produce a list of recommendations of further work Natural England could undertake with partners to further refine the tool and assessments.

### **Step 7 – Draft Final and Final Report**

The findings and the methodologies used for Steps 1 to 6, will be set out in a report, with all references cited. It is expected that the report will include:

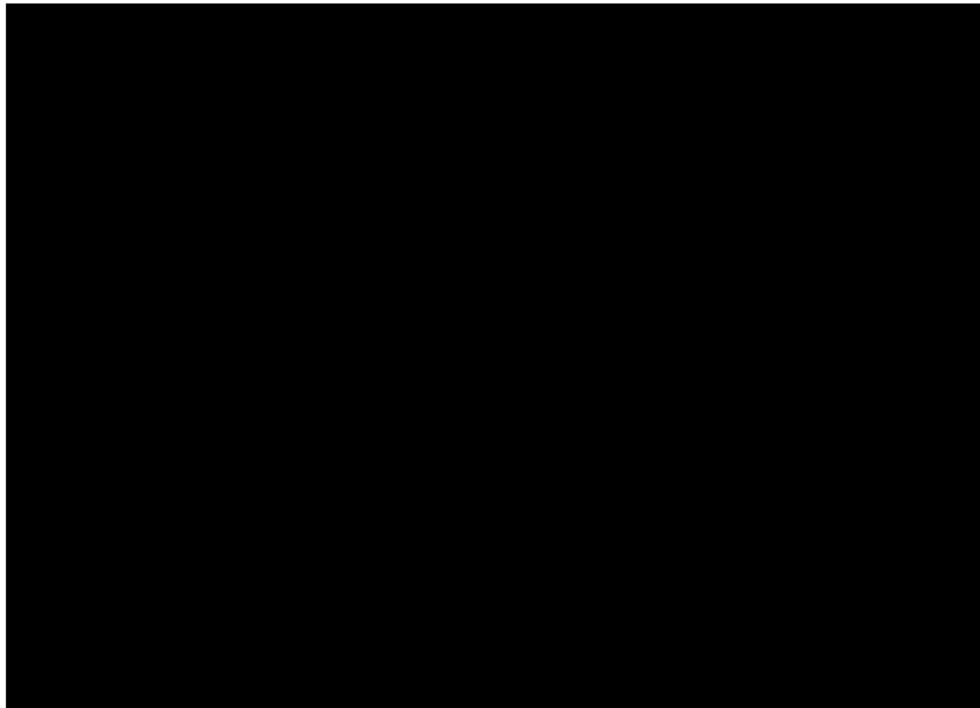
- Clear outline of the methods used;
- The data matrix along with a summary of issues and solutions;
- Quality assurance;

- Lessons learnt;
- Guidance on steps to take to complete an assessment, including use of the template tool;
- Guidance on identification and inclusion of new data;
- Baseline results and maps of the assessments produced in this project;
- Recommendations for future development use and use of the tool.

## **E03\_Project Planning, Management and Delivery Response**

### **Lines of communication overview**

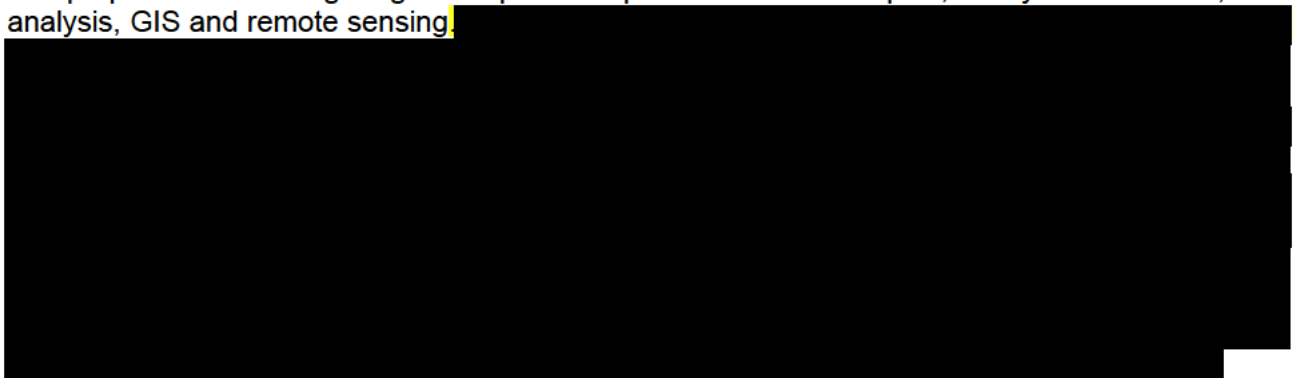
1. Inception meeting.  
The project inception meeting will be a face-to-face meeting with Natural England, the steering group. The Natural England project officer will provide the final agenda for the meeting. The objectives and proposed agenda of this meeting will be: to ensure that the consultants and the EA have a clear, shared understanding of the project tasks and required outcomes; confirm the existing information that is available; confirm the scope of any additional information that might be needed; confirm the project stakeholders and key contacts; agree the communication plan; confirm the project outputs; confirm the project task owners; confirm project management, budget and invoicing; and confirm project timescales. All meetings and updates will be recorded and minuted by APEM in standard formats, agreed with Natural England at the start of the project (APEM has a standard proforma for documenting meeting minutes and tracking actions). APEM will produce the minutes and agreed actions of the inception meeting within one week.
2. Fortnightly teleconference/phone call update with APEM, the Natural England project officer and steering group, if required.
3. Fortnightly email update 24 hours before each fortnightly update teleconference/phone call.
4. Project steering group meeting (face-to-face) to discuss progress to date as outlined in the interim report and confirm the structure of the draft report.



**Figure 1 lines of communication for the project**

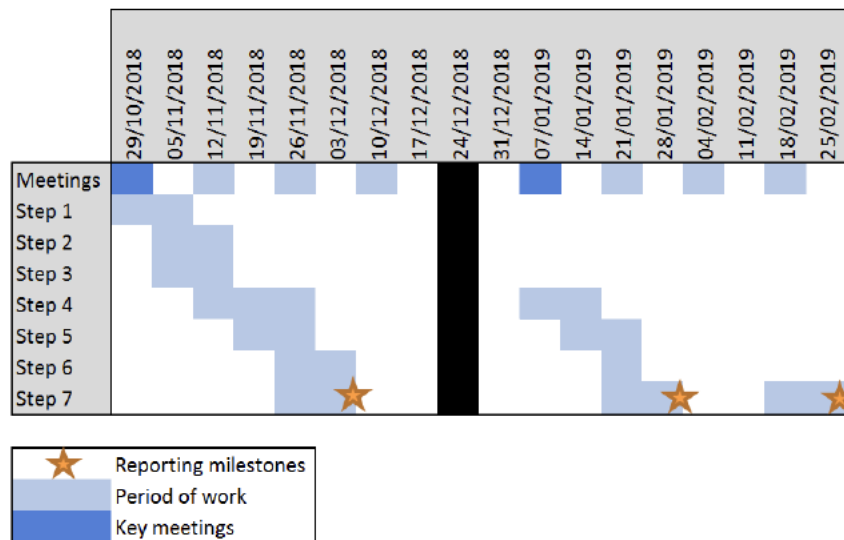
### **Programme**

Our proposed team brings together specific expertise in natural capital, ecosystem services, data analysis, GIS and remote sensing.



Based on the requirements set out in the ITT the Figure 2 shows the proposed programme of works APEM and the project team will follow to complete the project by the 28<sup>th</sup> February. The main tasks will all be completed before the 7<sup>th</sup> December in order to support the steering group meeting on the 7<sup>th</sup> January 2019. All tasks undertaken in 2019 are expected to be related to responding to feedback and refining the maps, tabulated results and template tool.





**Figure 2 Project timeline**

## Quality Assurance

APEM has been operating for over 30 years and in this time has developed a robust Quality Management System (QMS). This provides an assurance of the quality of our work, ensures clients have reproducibility and traceability and drives continuous improvement in our systems and staff. APEM's QMS has been ISO 9001:2008 accredited and to support this, APEM's procedures ensure that subcontractors work to the same or greater level in respect to any of its management systems. Following the appointment of APEM as a project contractor, we will produce a comprehensive plan of works and a project quality plan (PQP) that will assure the quality of the work undertaken by APEM. APEM will have an appointed competent person in the project team. This person will liaise with the project manager, APEM's Compliance Manager and the client to create a specific and resilient PQP complimentary to the project. All plans will adhere to APEM's quality manual which forms part of its accredited QMS.

Key features of APEM's QMS that will apply to this project are that all projects are overseen by the Project Director who, as well as guiding the project throughout its life, will review (and where required amend) reports prior to issue to clients.

This ensures consistency and reduces the probability that errors will occur in final versions of reports. In addition to content, this includes proof reading and checks for accuracy, spelling, grammar, references, pagination and figure and table numbering. Reports are normally submitted to the client first in draft form, at which point feedback is sought, following which a final version incorporating feedback received is produced.

Quality assurance of data will follow a standardised protocol whereby one in 10 data sheets will be independently checked by a senior technical staff member. If an error is reported, the whole set of data will be checked for errors. All GIS data bases will be checked by a senior member of staff and all GIS graphics will be checked and signed off.

The specific expertise of APEM staff in marine and coastal science, natural capital and ecosystem services assessment provides an extra element of quality control in that we will be able to identify any factual statements or presentation of data that appears to contain errors (whether generated within data sources or during the collation exercise) and ensure that these are checked and confirmed or corrected in the final reports.

## Project management

APEM has clear project management systems in place to ensure timely delivery of projects. These include the use of specialist software to monitor and plan staff time, and in-house project planning and checking systems to monitor project progress, budget control and delivery of milestones. APEM operate a bespoke version of SAP Business One software, developed in collaboration with

Frontline IT Consultancy. This powerful software package provides ERP (Enterprise Resource Planning) and CRM (Customer Relationship Management) functionality across all of APEM's business activities. These systems interface with APEM's time booking software in SAP, ensuring the Project Manager has real-time information on project progress, alerting potential slippage and allowing sufficient contingency to be actioned to cover unexpected staff absences and equipment failures.

Communication between project managers and staff resource teams is crucial to making these processes work and adapting to changes in the resourcing requirements of multiple projects across the business and within individual projects. Management of multiple projects across the business is achieved by a weekly Planning and Resourcing Meeting between staff team managers and senior project managers. This allows potential resourcing issues to be identified and mitigated on at least a weekly basis. The company Directors and senior managers have a strategic management meeting every fortnight, in which HR and recruitment needs are standing items on the agenda. Management of timescales and resources within this project will be achieved by the proposed communication plan, described above.

APEM's project management system ensures all documents are controlled, accurate and up-to-date. All of our projects are designated a unique project number, and an associated hard copy and electronic file. To ensure that there is adequate contingency in place to prevent the loss of electronic data on the company server, daily backups of all electronic files are made on the APEM server. The procedure of this is also detailed in the IT continuity procedure [CP-04090] and is reviewed on an annual basis within the internal auditing schedule. All electronic documents and correspondence are checked for viruses using 'Norton Antivirus' which is updated on a weekly basis for new virus definitions.

The quality manager is responsible for the control and issue of all documents that are generated and that directly affect the QMS, described above. A document control procedure is in place. All documents controlled under the QMS are reviewed, revised as necessary, and approved by the appropriate authority. Documentation audits are conducted as part of the regular internal quality audit schedule on an annual basis.

In the event of a key staff member's absence (temporary or permanent), APEM will take immediate and appropriate action to ensure that the quality of the work being carried out is not affected. APEM's commitment to scientific integrity ensures that we will always utilise the best person for each role and provide training where necessary. These values enable us to attract the very best employees and maintain our excellent reputation.

All APEM employees have performance review every six months. This is to support each individual's development plan, evaluate performance and identify further support and training needs. We hold CVs for all employees which are regularly reviewed and updated. APEM maintains a staff skills matrix to allow contingency planning across the whole company and across all projects.

## Risks

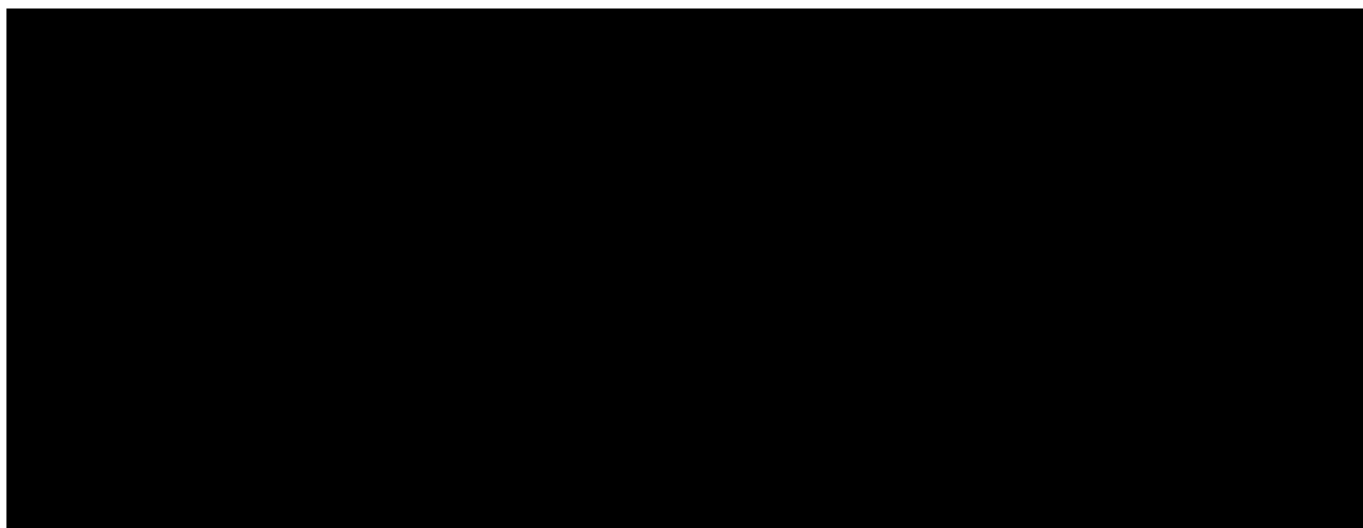
There are several risks to this project that our team have identified so far and will ensure appropriate measures are in place to mitigate

The current risks identified include:

- Data access and supply
  - o Most of the data risks were identified as part of the indicator project. APEM will continue this work and review all data to ensure that the baseline assessments can be updated at least annually.
- Geographic spread of data (e.g. national datasets might use core sites. Therefore site based assessments might come out with different answers

- Any issues will be highlighted in the guidance document to allow future users to account for differences caused by different resolutions of data.
- Difficulty in obtaining necessary data or proxies
  - The indicator project has identified many sources of data. If evidence cannot be readily obtained, we will consult with experts, through our networks, to identify adequate information.
- Inappropriate data format
  - Data will be sourced in compatible formats where available; convert to such where possible; or alternatives sought as a last resort.
- Disagreement about data, indicators of NC assets and ecosystem service flows.
  - Any conceptual/dynamic issues will be flagged early on, and resolved in consultation with Natural England and the Steering Group.
- Disagreement about indicators of condition of the NC assets
  - Any conceptual/dynamic issues will be flagged early on, and resolved in consultation with Natural England and the Steering Group.
- Change-over or absence of staff
  - Staff turnover at either Natural England or APEM could impact on the delivery of the project. APEM has a wide pool of resources (120 full time staff, many of whom have the skills and expertise for various aspects of this project, including over 10 which can be called upon to deliver this project if required. See response to E04 for detailed staff contingency plan. Additionally, to mitigate this all meeting, agreements and methods will be recorded [REDACTED] become unavailable the progress of the project will not be affected.
- Ineffective delivery by subcontractors
  - If a subcontractor is unable to fulfil their role, the PM will discuss reallocation of resources either to different staff in their organisation, or to other organisations in the team.
- Producing inefficient, incomplete or unacceptable outputs
  - Progress reports, internal (project team) and external meetings will ensure that progress is monitored, any problems are flagged early and final outputs meet Steering Group expectations.
- GIS accessibility
  - The main aspect of this project and the final template tool will be GIS. As such it is assumed that all potential users will have access to a GIS programme, but all outputs will be made as easy to use as is possible.

#### **E04\_ – Expertise and Experience Response**



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

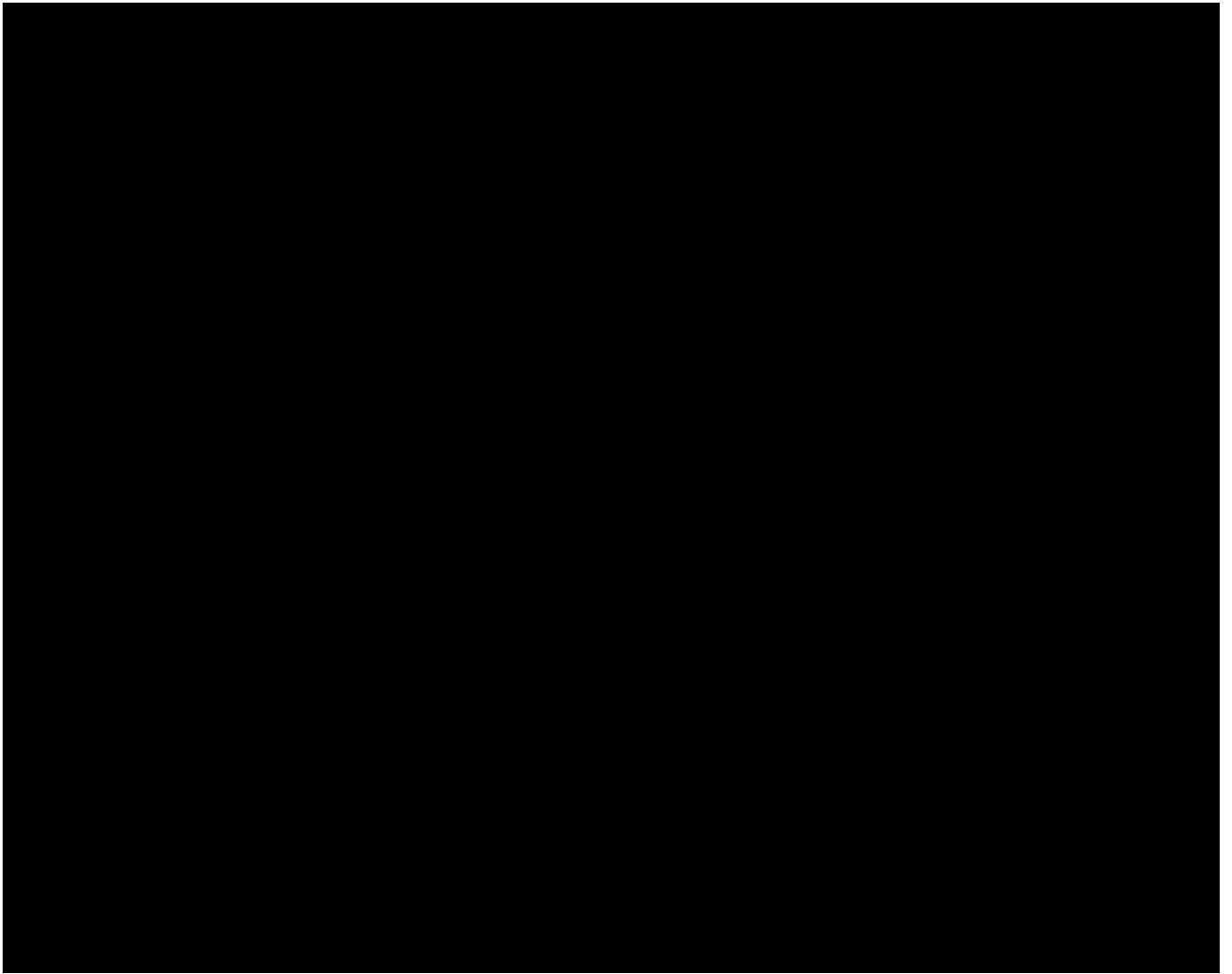
[REDACTED]

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<sup>4</sup> <https://www.gov.scot/Resource/0045/00455482.pdf>

[REDACTED]

[REDACTED]

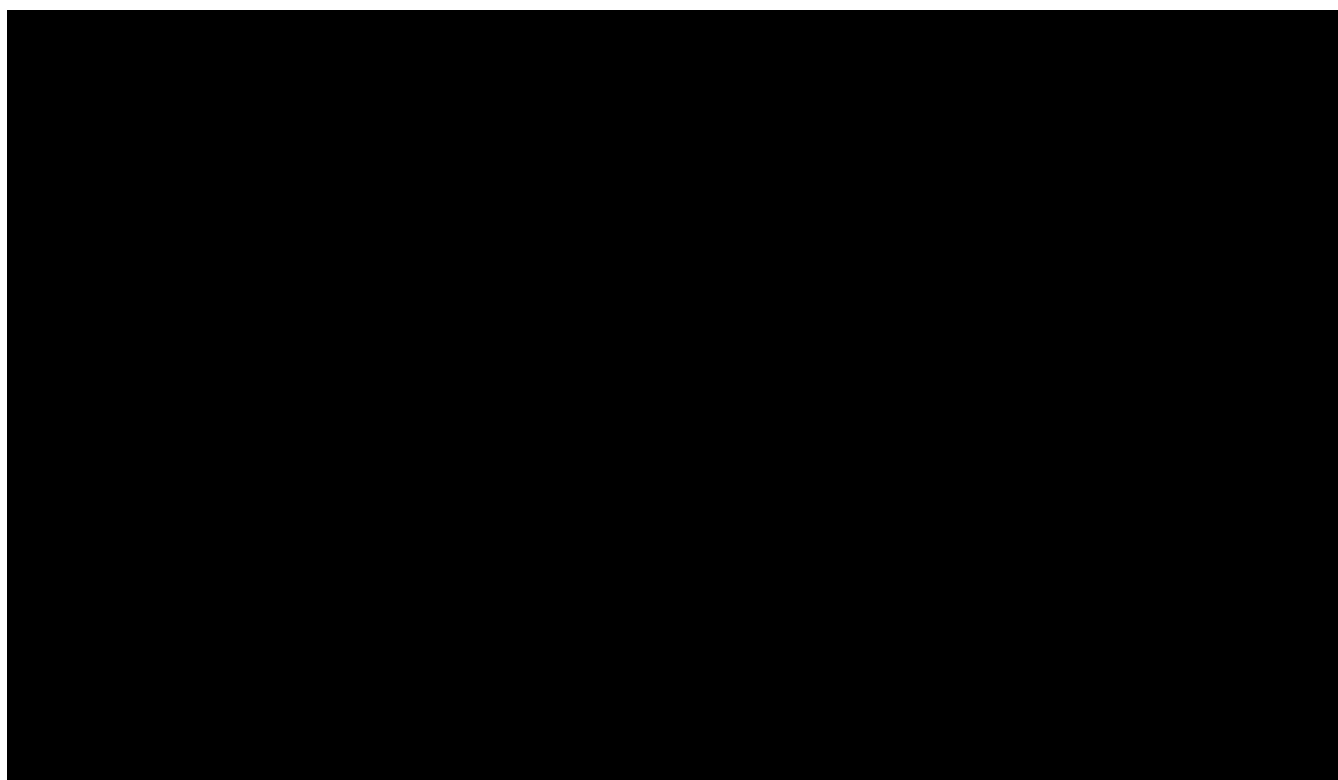
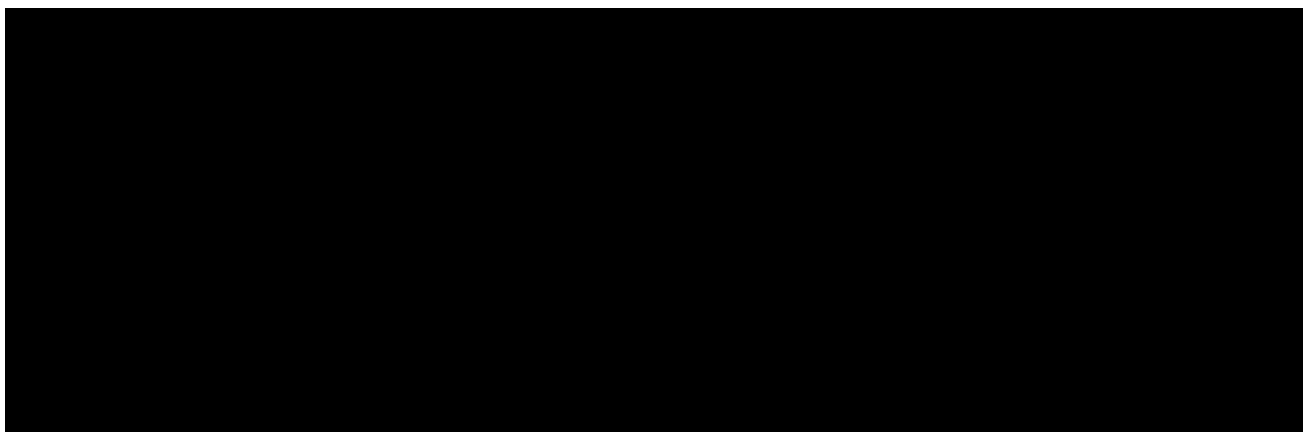


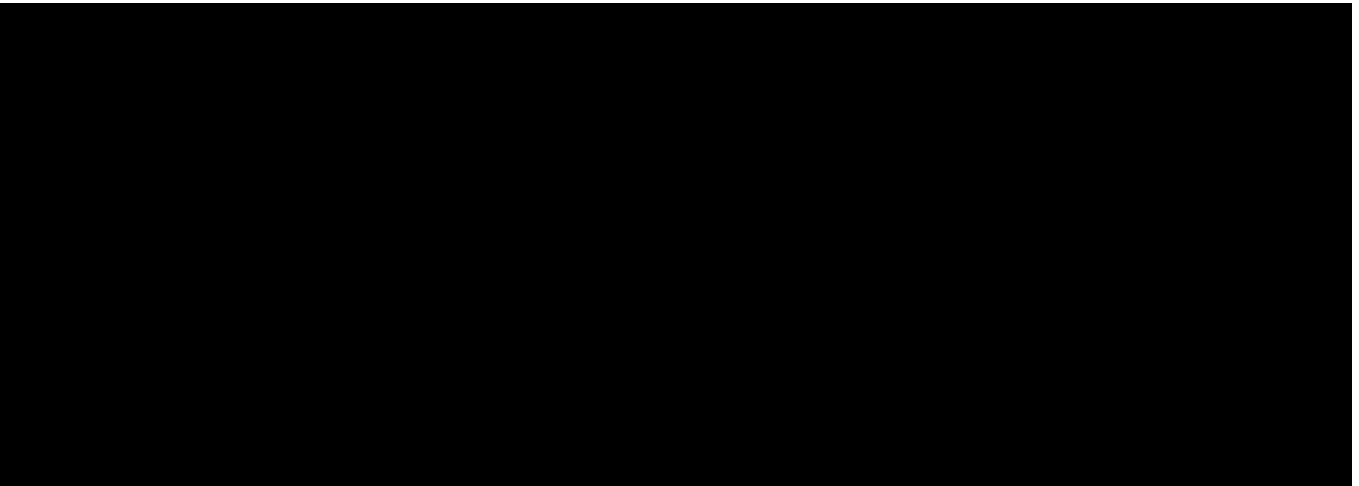


## SCHEDULE 2 – PRICES

1. The Authority will pay the Supplier no more than the fixed sum of

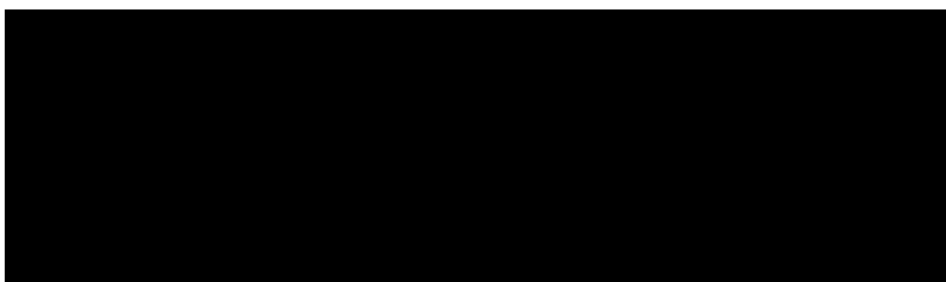
**£28,035.65 excluding VAT**





## SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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



4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 13.1.
Subject matter of the processing	Natural capital and ecosystem service indicator data processing.
Duration of the processing	15 <sup>th</sup> October 2018 - 25 <sup>th</sup> February 2019.
Nature and purposes of the processing	The environmental data will be collated, processed and disseminated as necessary for the requirements of the project. Maps and data tables will be produced.
Type of Personal Data	None.
Categories of Data Subject	Spatially mapped environmental data. No personal data.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The data will be retained as it is required for the natural capital baseline assessments</p>
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