



Department  
for Environment  
Food & Rural Affairs

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# **Contract for the Provision of Improving the Ethnic Diversity of Visitors of England's National Landscapes**

**Contract Reference 32270 (BE0180)**

**Tender Reference: itt\_8354**

**June 2021**

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# SECTION 1

## FORM OF CONTRACT

### PARTIES:

- (1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of [REDACTED] (the “**Authority**”);

### AND

- (2) **NatCen** registered in England and Wales under number 4392418 whose registered office is [REDACTED] (the “**Contractor**”)

### WHEREAS

- a) Following a competitive tender process, the Authority wishes to appoint the Contractor to provide the certain services and the Contractor agrees to provide those services in accordance with these terms and conditions.
- b) The Authority will enter into the Contract on the basis that it requires the Services for the Initial Contract Period. However, in entering into the Contract, both Parties acknowledge that circumstances may prevent the Authority from fulfilling the funding requirements of the Contract for the Initial Contract Period. In these circumstances, the Parties undertake to discuss the future scope of the Contract before the end of the relevant Project Year.

### NOW IT IS HEREBY AGREED as follows:

#### 1. TERMS OF CONTRACT

- 1.1 The “**Contract**” comprises the following:

Section 1:	Form of Contract
Section 2:	Terms and Conditions
Schedule 1:	Specification
Schedule 2:	Prices
Schedule 3:	Change Control
Schedule 4:	Commercially Sensitive Information
Schedule 5:	Processing, Personal Data and Data Subjects
Schedule 6:	Non-Disclosure Agreement
Schedule 7:	Contractor and Third Party Software
Schedule 8:	Security Requirements, Policy and Plan

- 1.2 Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority’s electronic contract management system (“**Bravo**”).

- 1.3 The Contract starts on **6<sup>th</sup> May 2021** (the “**Commencement Date**”) and ends on **6<sup>th</sup> February 2022** (the “**End Date**”) unless it is terminated early or extended in accordance with the Contract.
- 1.4 The Authority may extend the term of the Contract until **31<sup>st</sup> March 2022** (“**Extension**”). The terms of the Contract will apply throughout the period of any Extension.

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# SECTION 2

## TERMS AND CONDITIONS

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## A GENERAL PROVISIONS

### A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

**“Affected Party”** means the Party seeking to claim relief in respect of a Force Majeure Event.

**“Affiliate”** means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

**“Approval”** and **“Approved”** means the prior written consent of the Authority.

**“Authorised Representative”** means the Authority representative named in the CCN as authorised to approve agreed Variations.

**“Authority Data”** means

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Controller.

**“Authority Premises”** means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Contractor or its Sub-Contractors for provision of the Services.

**“Authority Software”** means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Contractor for the purposes of providing the Services.

**“Authority System”** means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services.

**“Biological Materials”** means any material (including, without limitation, plants, animals, microbes or viruses) of biological origin which contains genetic information capable of reproduction and/or material derived from the same that is collected or produced through the Contract.

**“BPSS”** means the HMG Baseline Personnel Security Standard for Government employees.

**“Bravo”** has the meaning given in paragraph 1.2 of the Form of Contract.

**“CCN”** means a change control notice in the form set out in Schedule 3.

**“Commencement Date”** means the date set out in paragraph 1.3 of the Form of Contract.

**“Commercially Sensitive Information”** means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price;
- (b) details of the Contractor’s Intellectual Property Rights; and
- (c) the Contractor’s business and investment plans

which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;



- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**“Contract”** has the meaning given in paragraph 1.1 of the Form of Contract.

**“Contract Period”** means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

**“Contracting Authority”** means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

**“Contractor Software”** means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is set out in Schedule 7.

**“Contractor System”** means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System).

**“Control”** means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.

**“Conventions”** means any and all of: i) the Convention on Biological Diversity and the International Treaty on Plant Genetic Resources for Food and Agriculture, including any Protocols and other additions or amendments from time to time; ii) any guidelines adopted by the parties to the same (including, without limitation, the Bonn Guidelines on Access to Genetic Resources and Fair and Equitable Sharing of the Benefits Arising out of their Utilization); and iii) any national legal or regulatory requirements made in pursuance of the provisions of the same in any territory.

**“Controller”** has the meaning given in the GDPR.

**“Copyright”** means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**“Crown”** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and “Crown Body” is an emanation of the foregoing.

**“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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”** means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**“Data Protection Legislation”** means (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”** means 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.

**“Database Rights”** means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**“Default”** means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

**“DOTAS”** means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

**“DPA 2018”** means the Data Protection Act 2018.

**“EIR”** means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**“End Date”** means the date set out in paragraph 1.3 of the Form of Contract.

**“Equipment”** means the Contractor’s equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services.

**“Extension”** has the meaning given in paragraph 1.4 of the Form of Contract.

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**“Force Majeure Event”** means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Staff or any other failure in the Contractor’s supply chain.

**“Form of Contract”** means Section 1 of the Contract.

**“GDPR”** means the General Data Protection Regulation (Regulation (EU) 2016/679).

**“General Anti-Abuse Rule”** means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;

**“Good Industry Practice”** means 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 the same or similar circumstances.

**“Goods”** means any goods supplied by the Contractor (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

**“Halifax Abuse Principle”** means the principle explained in the CJEU Case C-255/02 Halifax and others.

**“HMRC”** means HM Revenue & Customs.

**“ICT Environment”** means the Authority System and the Contractor System.

**“Income”** means any revenues received by the Contractor (including, without limitation, the sale or disposal of products or services, royalties, payments for licences or options and stage payments) irrespective of whether such payment is in money or other consideration, arising from the use or exploitation of the Results or any part of the Results.

**“Information”** has the meaning given under section 84 of the FOIA.

**“Initial Contract Period”** means the period from the Commencement Date to the End Date.

**“Intellectual Property Rights”** means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**“ITEPA”** means the Income Tax (Earnings and Pensions) Act 2003.

**“Key Biological Materials”** means Biological Materials held by or on behalf of the Contractor that are agreed by the Contractor, the Authority and (if relevant) the appropriate independent scientific advisory body (in each case acting reasonably) to be of national or international importance.

**“Key Personnel”** mean those persons named in the Specification as key personnel.

**“Know-How”** means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

**“Law”** means 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”** means Law Enforcement Directive (Directive (EU) 2016/680).

**“Malicious Software”** means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

**“Material Breach”** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses A6, B16, D1, E1, E2, E3, E4, E7, E8 or E11.

**“Month”** means calendar month.

**“NICs”** means National Insurance Contributions.

**“Occasion of Tax Non-Compliance”** means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
  - i. a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - ii. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

**“Personal Data”** has the meaning given in the GDPR.

**“Personal Data Breach”** has the meaning given in the GDPR.

**“Premises”** means the location where the Services are to be supplied as set out in the Specification.

**“Price”** means the price (excluding any applicable VAT) payable to the Contractor by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Contractor of its obligations under the Contract.

**“Processor”** has the meaning given in the GDPR.

**“Prohibited Act”** means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - i. induce that person to perform improperly a relevant function or activity; or

- ii. reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) an offence:
  - i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
  - ii. under legislation or common law concerning fraudulent acts; or
  - iii. the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

**“Project Year”** means each period of 12 months during the Contract Period beginning with the Commencement Date.

**“Protective Measures”** means 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 including those outlined in Schedule 8.

**“Property”** means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

**“Purchase Order”** means the document in which the Authority specifies the Services which are to be supplied by the Contractor under the Contract.

**“Quality Standards”** means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

**“Receipt”** means the physical or electronic arrival of the invoice at the address specified in clause A4.4 or at any other address given by the Authority to the Contractor for the submission of invoices from time to time.

**“Regulations”** means the Public Contract Regulations 2015 (SI 2015/102).

**“Regulatory Body”** means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

**“Relevant Conviction”** means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

**“Relevant Requirements”** means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**“Relevant Tax Authority”** means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

**“Replacement Contractor”** means any third party supplier appointed by the Authority to supply any goods and/or services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

**“Request for Information”** means a request for information under the FOIA or the EIR.

**“Results”** means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Contractor for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Contractor, the Staff or any Sub-Contractor in relation to the provision of the Services.

**“Returning Employees”** means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.

**“Security Policy Framework”** means the HMG Security Policy Framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

**“Services”** means the services set out in Schedule 1 (including any modified or alternative services) and, if the context so requires, includes Goods.

**“Specification”** means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

**“SSCBA”** means the Social Security Contributions and Benefits Act 1992.

**“Staff”** means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, students, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

**“Sub-Contract”** means a contract between 2 or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

**“Sub-processor”** means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract.

**“Tender”** means the document submitted by the Contractor to the Authority in response to the Authority’s invitation to suppliers for formal offers to supply the Services.

**“TFEU”** means the Treaty on the Functioning of the European Union.

**“Third Party IP Claim”** has the meaning given to it in clause E8.7 (Intellectual Property Rights).

**“Third Party Software”** means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services including the software and which is specified as such in Schedule 7.

**“Treaties”** means the Treaty on European Union and the TFEU.

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**“TUPE Information”** means the information set out in clause B17.1.

**“Valid Invoice”** means an invoice containing the information set out in clause C2.5.

**“Variation”** means a variation to the Specification, the Price or any of the terms or conditions of the Contract.

**“VAT”** means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.

**“Working Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (h) references to the Contract are references to the Contract as amended from time to time; and
- (i) if there are no Co-funders, references to the Co-funders shall have no meaning or effect.

## **A2 The Authority’s Obligations**

- A2.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Contractor.

### **A3 Contractor's Status**

- A3.1 The Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.
- A3.2 The Contractor shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent or employee of the Authority.

### **A4 Notices and Communications**

- A4.1 Subject to clause A4.3, where the Contract states that a notice or communication between the Parties must be "written" or "in writing" it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.
- A4.2 If it is not returned as undelivered a notice served:
- (a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and
  - (b) in an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day
- or when the other Party acknowledges receipt, whichever is the earlier.
- A4.3 Notices pursuant to clauses G3 (Force Majeure), I2 (Dispute Resolution) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.
- A4.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:
- (a) For the Authority:
    - Contact Name: [REDACTED]
    - Address: Defra  
Natural Environment Directorate  
[REDACTED]
    - Email: [REDACTED]
  - (b) For the Contractor:



Contact Name:

[REDACTED]

Address:

NatCen

[REDACTED]

Email:

[REDACTED]

## **A5 Mistakes in Information**

- A5.1 The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

## **A6 Conflicts of Interest**

- A6.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will notify the Authority without delay giving full particulars of any such conflict of interest which may arise.
- A6.2 The Authority may terminate the Contract immediately by notice and/or take or require the Contractor to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause A6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

# **B. THE SERVICES**

## **B1 Specification**

- B1.1 In consideration of the Contractor supplying the Services the Contractor shall be paid the Price.

## **B2 Samples**

- B2.1 If requested by the Authority, the Contractor shall provide the Authority with samples of Goods for evaluation and Approval, at the Contractor's cost and expense.
- B2.2 The Contractor shall ensure that the Goods are fully compatible with any equipment, to the extent specified in the Specification.
- B2.3 The Contractor acknowledges that the Authority relies on the skill and judgment of the Contractor in the supply of the Goods and the performance of the Contractor's obligations under the Contract.

### **B3 Delivery**

- B3.1 Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. If the Goods are collected by the Authority, the point of delivery shall be when the Goods are loaded on the Authority's vehicle.
- B3.2 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Contractor's suppliers or carriers at such place as the Authority or duly authorised person shall reasonably direct.
- B3.3 Any access to the Premises and any labour and equipment that may be provided by the Authority in connection with delivery shall be provided without acceptance by the Authority of any liability whatsoever to the extent permitted by law.
- B3.4 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Contractor and its Sub-Contractors shall at all times comply with the security requirements of the Authority.
- B3.5 The Authority shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- B3.6 The Authority is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice to the Contractor to remove them within 5 Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Authority.
- B3.7 Unless expressly agreed to the contrary, the Authority shall not accept delivery by instalments. If, however, the Authority does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.
- B3.8 The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice. The Contractor shall provide free of charge all such facilities as the Authority may reasonably require for such inspection and examination. In this clause B3, Services include planning or preliminary work in connection with the supply of the Services.
- B3.9 If reasonably requested to do so by the Authority, the Contractor shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B3.10 Timely supply of the Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Contractor fails materially to deliver the Services within the time promised or specified in the Specification, the Authority is released from any obligation to accept and pay for the Services and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.

### **B4 Risk and Ownership**

B4.1 Subject to clauses B3.5 and B3.6, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1 (Failure to meet Requirements)), pass to the Authority at the time of delivery. - **N/A**

B4.2 Ownership in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1), pass to the Authority at the time of delivery (or payment, if earlier).

## **B5 Non-Delivery**

B5.1 On dispatch of any consignment of the Goods the Contractor shall send the Authority an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.

B5.2 If the Authority has been informed in writing of the despatch of the Goods and, having been placed in transit, the Goods are not delivered to the Authority on the due date for delivery, the Authority shall, within 10 Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and may request the Contractor to deliver substitute Goods free of charge within the timescales specified by the Authority or terminate the Contract in accordance with clause B3.10.

## **B6 Labelling and Packaging**

B6.1 The Contractor shall ensure that the Goods are labelled and packaged in accordance with the Contract.

B6.2 The Contractor shall comply with the Packaging & Packaging Waste Directive (94/62/EC), implemented in the UK by the Packaging (Essential Requirements) Regulations 2003. The container in which the Goods are held shall be labelled with the Contractor's name, the net, gross and tare weights, and contain a description of its contents. All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

B6.3 The Contractor is responsible for the removal and disposal of all packaging materials from the Premises within the period specified by the Authority and at no cost to the Authority.

B6.4 If no period for collection and disposal is specified by the Authority, the Contractor shall collect the packaging from the Premises no later than 10 Working Days from the date of delivery of the Goods. The Authority shall be entitled to dispose of any packaging materials which have not been collected by the Contractor within those 10 Working Days or such other period specified by the Authority for collection. The Contractor shall be responsible for the payment of any costs incurred by the Authority in connection with its collection and disposal of that packaging material.

B6.5 The Contractor shall:

- (a) use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);
- (b) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications;
- (c) make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available;

- (d) if using wooden pallets or timber derived products for the packaging and supply of Goods comply with the Authority's timber procurement policy;
- (e) review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist; and
- (f) if requested to do so, provide the Authority with a description of the product packaging and evidence to satisfy the Authority that it is reusing, recycling and reviewing its use of packaging. The evidence should provide proof of compliance with BS EN 13430 on recyclability or BS EN 13429 on reusability, or equivalent.

## **B7 Training**

- B7.1 If included in the Specification, the Price includes the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

## **B8 Provision and Removal of Equipment**

- B8.1 The Contractor shall provide all the Equipment and resource necessary for the supply of the Services.
- B8.2 The Contractor shall not deliver any Equipment to or begin any work on the Premises without obtaining Approval.
- B8.3 All Equipment brought onto the Premises is at the Contractor's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B8.4 Unless otherwise agreed, Equipment brought onto the Premises remains the property of the Contractor.
- B8.5 If the cost of any Equipment is reimbursed to the Contractor such Equipment is the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Contractor will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.
- B8.6 The Contractor shall maintain all Equipment in a safe, serviceable and clean condition.
- B8.7 The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
  - (b) replace such item with a suitable substitute item of Equipment.
- B8.8 Within 20 Working Days of the end of the Contract Period, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Contractor or Staff.

## **B9 Goods Delivery**

B9.1 The Contractor shall perform its obligations under the Contract:

- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
- (b) in accordance with Good Industry Practice; and
- (c) in compliance with all applicable Laws.

B9.2 The Contractor shall ensure the Goods: - **N/A**

- (a) conform in all respects with the Specification and, where applicable, with any sample approved by the Authority;
- (b) operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification;
- (c) conform in all respects with all applicable Laws; and
- (d) are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Contractor by the Authority. - **N/A**

## **B10 Service Delivery**

B10.1 The Contractor shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B10.2 The Contractor shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that those Staff are properly managed and supervised.

B10.3 If the Specification includes installation of equipment the Contractor shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Contractor:

- (a) accept the installation; or
- (b) reject the installation and inform the Contractor why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.

B10.4 If the Authority rejects the installation pursuant to clause B10.3(b), the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, satisfy the Specification, the Authority may terminate the Contract with immediate effect by notice.

B10.5 The installation shall be complete when the Contractor receives a notice issued by the Authority in accordance with clause B10.3(a). Notwithstanding acceptance of any installation in accordance with clause B10.3(a), the Contractor shall remain solely

responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B10.6 During the Contract Period, the Contractor shall:

- (a) at all times have all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the installation;
- (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and
- (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.

## **B11 Key Personnel**

B11.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services.

B11.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B11.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B11.4 The Authority shall not unreasonably withhold its agreement under clauses B11.2 or B11.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B11.5 The Authority may, by notice to the Contractor, ask it to remove any Staff whose presence is, in the Authority's reasonable opinion, undesirable. The Contractor shall comply with any such request immediately.

## **B12 Contractor's Staff**

B12.1 The Authority may, by notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

B12.2 At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B12.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause B12.2 shall be final.

- B12.4 The Contractor shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

### **B13 Inspection of Premises**

- B13.1 Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have complete due diligence in relation to all matters connected with the performance of its obligations under the Contract.

### **B14 Licence to Occupy Premises**

- B14.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with the Contract shall be on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B14.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B14.3 Should the Contractor require modifications to the Authority's Premises, such modifications shall be subject to Approval and shall be carried out by the Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay.
- B14.4 The Contractor shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B14.5 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use the Premises owned or occupied by it in any manner it sees fit.

### **B15 Property**

- B15.1 All Property is and shall remain the property of the Authority and the Contractor irrevocably licenses the Authority and its agents to enter any Premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B15.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.

- B15.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B15.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B15.5 The Contractor shall be liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Contractor shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

## **B16 Biological Materials**

- B16.1 The Contractor shall ensure that any Biological Materials collected by or on behalf of the Contractor in the course of performance of the Services are:
- (a) collected and used in accordance with the Conventions, where relevant;
  - (b) made available to the Authority (or such other person as the Authority may specify) whenever and wherever and in whatever format the Authority may reasonably require for any purpose (including, without limitation, handover on termination of the Services); and
  - (c) stored for whatever period is reasonably required by the Authority (or, in the absence of any such requirement, an appropriate period in all the circumstances taking into account the nature of the relevant Biological Materials) following termination of the Contract.
- B16.2 The Contractor recognises and acknowledges for the purposes of clause B16.1 (c) that Key Biological Materials in its possession are likely to require long term maintenance and shall put in place appropriate procedures for ensuring that relevant samples are selected for this purpose where applicable.
- B16.3 The Contractor shall identify any requirements of the Conventions (including, without limitation, benefit-sharing requirements arising from use of Biological Materials) which may apply in connection with the Services. The Contractor shall comply with any such requirements and inform the Authority of the same. This clause B16.3 shall be without prejudice to the generality of clause B10.1.
- B16.4 Failure to comply with any obligation in clause B16 shall amount to a Material Breach for the purpose of clause H2 (Termination on Default). For the avoidance of doubt, where no Biological Materials are, or are to be, collected by or on behalf of the Contractor in the course of performance of the Contract all references to Biological Materials in this clause B16 or elsewhere in the Contract shall have no effect.

## **B17 Offers of Employment**

- B17.1 Except in respect of any transfer of Staff under TUPE, for the Contract Period and for 12 Months thereafter the Contractor shall not employ or offer employment to any of the Authority's staff who have been associated with the Services and/or the Contract without Approval.

## **B18 Employment Provisions**



- B18.1 Not later than 12 Months prior to the end of the Contract Period, the Contractor shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Staff including the following:
- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
  - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B18.1(a);
  - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B18.1(a), their job titles and qualifications;
  - (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
  - (e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- B18.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Contractor shall give the Authority updated TUPE Information.
- B18.3 Each time the Contractor supplies TUPE Information to the Authority it shall warrant its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Contractor.
- B18.4 The Authority may use TUPE Information it receives from the Contractor for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Contractor shall provide the Replacement Contractor with such assistance as it shall reasonably request.
- B18.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the Authority, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
  - (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;
  - (c) any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
  - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor

or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

- (e) any claim by any person who is transferred by the Contractor to the Authority and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

B18.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date TUPE Information.

B18.7 This clause B18 applies during the Contract Period and indefinitely thereafter.

B18.8 The Contractor undertakes to the Authority that, during the 12 Months prior to the end of the Contract Period the Contractor shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

## **C PAYMENT**

### **C1 Price**

C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Authority shall pay the Price in accordance with clause C2.

### **C2 Payment and VAT**

C2.1 The Contractor shall submit invoices to the Authority on the dates set out in Schedule 2.

C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

C2.3 The Contractor shall add VAT to the Price at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the

Contractor fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.

C2.4 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

C2.5 Valid Invoices shall include:

- (a) the Contractor's full name, address and title of the Contract;
- (b) (if Goods are included in the Specification) the name and quantity of the Goods delivered including batch numbers;
- (c) the Purchase Order number

and, if requested by the Authority:

- (d) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
- (e) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (f) identification of which individuals are Contractor's staff and which are Sub-Contractors;
- (g) the address of the Premises and the date on which work was undertaken;
- (h) the time spent working on the Premises by the individuals concerned;
- (i) details of the type of work undertaken by the individuals concerned;
- (j) details of plant or materials operated and on standby;
- (k) separate identification of time spent travelling and/or meal or rest breaks; and
- (l) where appropriate, details of journeys made and distances travelled.

C2.6 The Authority shall not pay Contractor time spent on meal or rest breaks and the Contractor shall ensure that all workers take adequate meal or rest breaks.

C2.7 The Authority shall not pay for plant which is not in use during a meal or rest break.

C2.8 Meal and rest breaks will include breaks both in or outside an individual's workplace along with any time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.

C2.9 Timesheets must include a minimum of 30 minutes break for each shift of 8 hours, a minimum of 45 minutes break in a shift of between 8 and 12 hours and a minimum of one hour break will be taken within a shift in excess of 12 hours and the Contractor's rates and Contract Price must include such breaks.

C2.10 The Authority shall not pay the Contractor's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.

- C2.11 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then in circumstances where plant was waiting to be transferred between Premises or where the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.
- C2.12 The Authority shall pay only for the time spent by Staff working on the Premises.
- C2.13 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Contractor is awaiting licensing of the Premises on the Authority's instructions).
- C2.14 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Contractor shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.
- C2.15 The Contractor may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C2.16 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.
- C2.17 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Contractor. All payments made by the Authority to the Contractor shall be on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this clause C2.
- C2.18 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

[REDACTED] (the Authority's preferred option). The postal address is [REDACTED] but please do not send a hard copy of invoices which should be sent electronically to [REDACTED]  
[REDACTED]

- C2.19 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- C2.20 The Contractor shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- C2.21 The Contractor shall indemnify 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 Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.21 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C2.22 The Contractor shall not suspend the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.

C2.23 The Authority shall not pay an invoice which is not Valid Invoice.

### **C3 Recovery of Sums Due**

C3.1 If under the Contract any sum of money is recoverable from or payable by the Contractor to the Authority (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor from the Authority under the Contract or under any other agreement with the Authority or the Crown.

C3.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

### **C4 Price during Extension**

C4.1 Subject to Schedule 2 and clause F7 (Variation), the Price shall apply for the Initial Contract Period and until the end date of any extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

## **D. STATUTORY OBLIGATIONS**

### **D1 Prevention of Fraud and Bribery**

D1.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

D1.2 The Contractor shall not during the Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

- D1.3 The Contractor shall, during the Contract Period:
- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
  - (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.
- D1.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
  - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
  - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.
- D1.5 If the Contractor notifies the Authority pursuant to clause D1.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.
- D1.6 If the Contractor is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:
- (a) require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
  - (b) immediately terminate the Contract.
- D1.7 Any notice served by the Authority under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

## **D2 Discrimination**

D2.1 The Contractor shall:

- (a) perform its obligations under the Contract in accordance with:
  - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
  - ii) the Authority's equality and diversity policy as given to the Contractor from time to time;

- iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

### **D3 Rights of Third Parties**

- D3.1 The provisions of clause B18.5 and E8.3 confer benefits on persons named in such provisions (together “**Third Party Provisions**”) other than the Parties (each person a “**Third Party Beneficiary**”) and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 (“**CRTPA**”).
- D3.2 Subject to clause D3.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- D3.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- D3.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

### **D4 Health and Safety**

- D4.1 The Contractor shall perform its obligations under the Contract in accordance with:
  - (a) all applicable Law regarding health and safety; and
  - (b) the Authority’s health and safety policy while at the Authority’s Premises.
- D4.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority’s Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Contractor shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

### **D5 Environmental Requirements**

- D5.1 The Contractor shall in the performance of the Contract have due regard to the Authority’s environmental, sustainable and ethical procurement policies (“**Environmental Policies**”) which require the Authority through its procurement and management of suppliers to:
  - (a) conserve energy, water, wood, paper and other resources and reduce waste;
  - (b) phase out the use of ozone depleting substances;
  - (c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
  - (d) minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure

that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Authority;

- (e) reduce fuel emissions wherever possible;
- (f) maximise the use of recovered materials and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and
- (g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).

D5.2 The Contractor shall ensure that any equipment and materials used in the provision of the Services do not contain:

- (a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances; and/or
- (b) HFCs and other gaseous and non-gaseous substances with a high global warming potential;

unless given written permission by the Authority to do so.

D5.3 The Contractor shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.

D5.4 If required by the Authority the Contractor shall provide the Authority with information about its compliance with its obligations under clause D5.3.

D5.5 The Contractor shall ensure that its Staff are aware of the Authority's Environmental Policies.

D5.6 The Contractor shall comply with the minimum environmental mandatory standards in the "Government Buying Standards" and in addition where required by the Authority, comply with any relevant "Best Practice" and "Class Leader" standards in relation to any goods on that list which are supplied to the Authority by or on behalf of the Contractor under the Contract.

D5.7 The Contractor shall:

- (a) identify any risks from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of the Services; and
- (b) if such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of the Services.



# E PROTECTION OF INFORMATION

## E1 Authority Data

- E1.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- E1.2 The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- E1.3 To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- E1.4 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.
- E1.5 The Contractor shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Contractor shall ensure that such back-ups are made available to the Authority immediately upon request.
- E1.6 The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- E1.7 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Authority may:
  - (a) require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so promptly; and/or
  - (b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.
- E1.8 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

## E2 Data Protection

- E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 5. The only processing that the Contractor is authorised to do is listed in Schedule 5 by the Authority and may not be determined by the Contractor.
- E2.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- E2.3 The Contractor 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.

E2.4 The Contractor 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 5 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor 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 5);
  - (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 Contractor's duties under this clause;
    - (B) are subject to appropriate confidentiality undertakings with the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor is required by Law to retain the Personal Data.

E2.5 Subject to clause E2.6 the Contractor 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.

E2.6 The Contractor's obligation to notify under clause E2.5 shall include the provision of further information to the Authority in phases, as details become available.

E2.7 Taking into account the nature of the processing, the Contractor 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 E2.5 (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.

E2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor 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.

E2.9 The Contractor shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

E2.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

E2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:

- (a) notify the Authority in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 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.

E2.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

E2.13 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).

E2.14 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 Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

E2.15 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

**E3      Official Secrets Acts and Finance Act 1989**

E3.1      The Contractor shall comply with the provisions of:

- (a)      the Official Secrets Acts 1911 to 1989; and
- (b)      section 182 of the Finance Act 1989.

**E4      Confidential Information**

E4.1      Except to the extent set out in this clause E4 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

E4.2      The Contractor hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

E4.3      If required by the Authority, the Contractor shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in substantially the form attached in Schedule 5 and, if applicable, incorporating the requirements of clause E2.11. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.

E4.4      If requested by the Authority, the Contractor shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Contractor shall ensure that its Staff, professional advisors and consultants are aware of the Contractor's confidentiality obligations under the Contract.

E4.5      The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E4.6      The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

E4.7      Clause E4.1 shall not apply to the extent that:

- (a)      such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b)      such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c)      such information was obtained from a third party without obligation of confidentiality;
- (d)      such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

- (e) it is independently developed without access to the other Party's Confidential Information.

E4.8 Nothing in clause E4.1 shall prevent the Authority disclosing any Confidential Information obtained from the Contractor:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to any Crown Body or any Contracting Authority and the Contractor hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;
- (d) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses E4.8 (c) and (d) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

E4.9 Nothing in clauses E4.1 to E4.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

E4.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E4.6 is made aware of the Authority's obligations of confidentiality.

E4.11 If the Contractor does not comply with clauses E4.1 to E4.6 the Authority may terminate the Contract immediately on notice to the Contractor.

E4.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

E4.13 The Contractor will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data.

E4.14 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority reasonably believes the Contractor has failed to comply with clause E4.12.

## **E5 Freedom of Information**

- E5.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- E5.2 The Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt:
- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
  - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
  - (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.
- E5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

## **E6 Publicity, Media and Official Enquiries**

- E6.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.
- E6.2 The Contractor shall use its best endeavours to ensure that its Staff, professional advisors and consultants comply with clause E6.1.
- E6.3 Notwithstanding clause E6.1 but subject to clause E4 (Confidential Information) and Schedule 4, the Contractor shall endeavour to make the Results generally available (including in scientific journals where reasonably appropriate) and shall acknowledge in any public statement the financial support of the Authority and the Co-funders. The Contractor shall send details of any proposed publication to the Authority at least 2 weeks prior to the proposed publication and shall notify the Authority immediately if approached by the media about the Services.
- E6.4 Subject to clause E4 (Confidential Information) and Schedule 4 the Authority may disclose, copy and otherwise distribute to the public or use in any way any information arising out of the Services or comprised in any work relating to the Services.
- E6.5 Nothing in the Contract shall permit or require the Contractor or the Co-funders to make any disclosure of information which would jeopardise any commercial exploitation of the Results.

## **E7 Security**

- E7.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.

- E7.2 The Authority shall give the Contractor upon request copies of its written security procedures.
- E7.3 The Contractor shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- E7.4 Notwithstanding clause E7.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.
- E7.5 Any cost arising out of the actions of the Parties taken in compliance with clause E7.4 shall be borne by the Parties as follows:
- (a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and
  - (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

## **E8 Intellectual Property Rights**

E8.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Contractor by or on behalf of the Authority (together with the Results, the **"IP Materials"**)

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

E8.2 The Contractor hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor;
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses E8.1 (a) and (b),

and shall execute all documents and do all acts as are necessary to execute these assignments.

E8.3 The Contractor shall:



- (a) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (b) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (c) during and after the Contract Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.3, except to the extent that any such claim results directly from:
  - i) items or materials based upon designs supplied by the Authority; or
  - ii) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.

E8.4 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority.

E8.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Contractor or an Indemnified Person) arising from the performance of the Contractor's obligations under the Contract ("**Third Party IP Claim**"), provided that the Contractor shall at all times:

- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Authority; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

E8.6 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.3 (c) i) and ii).

E8.7 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

E8.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject

to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E8.3 and G2.1(g) use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Contractor is unable to comply with clauses E8.8(a) or (b) within 20 Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate the Contract immediately by notice to the Contractor.

- E8.9 The Contractor grants to the Authority and, if requested by the Authority, any Replacement Contractor, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Authority (or the Replacement Contractor) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

## **E9 Commercial Exploitation**

- E9.1 The Contractor shall:

- (a) ensure that its staff, students and sub-contractors are and will be engaged in relation to the Contract and the Services on terms which do not entitle any of them to any rights in the Results; and
- (b) ensure that it is and remains entitled to transfer free from any encumbrances any title and/or rights necessary to effect the vesting of Intellectual Property Rights required by the Contract.

- E9.2 Subject to clauses E9.3 and E9.4 the Contractor will use reasonable endeavours to exploit the Results commercially for its benefit and the benefit of the Authority and the Co-funders.

- E9.3 The Contractor shall identify and inform the Authority of any Results which it considers suitable for commercial exploitation. If the Contractor has identified an opportunity for the commercial exploitation of the Results then it shall either apply to the Authority for a licence (with a right to sub-license as required) as may be necessary, or provide such assistance as is required by the Authority to facilitate a licence being granted by the Authority to a third party.

- E9.4 The Contractor shall identify and inform the Authority of any Results which may be suitable for registration as a patent, copyright, registered design, trade mark or other legal protection and shall use its reasonable endeavours to apply for such protection throughout or in any part of the world in the name of the Authority, and shall maintain such protection in such part of the world as it considers suitable at its own expense.

- E9.5 Subject to clause E9.6 the Income from the commercial exploitation of the Results shall, after deduction of allowable costs as described below, be apportioned between the Parties as follows:

- (a) the Authority and Co-Funders: 10%, to be divided in the proportion of the actual payments made to the Contractor under the Contract by the Authority and Co-Funders respectively; and
- (b) the Contractor: 90%.

E9.6 The Income referred to in clause E9.5 shall be payable for the longer of:

- (a) the term of any patent arising from or incorporating any of the Results; and
- (b) the period in which any Know-How arising from the Results and used in any products or services exploited by the Contractor remains secret and substantial.

E9.7 The allowable costs for the purposes of clause E9.5 shall be limited to:

- (a) the registration fees for the registering of any rights in relation to such Results;
- (b) any legal costs reasonably incurred in relation to legal proceedings in relation to such Results in any appropriate forum and before any appropriate tribunal in any country and any costs ordered by any such tribunal to be paid by the Parties or any of them;
- (c) any other reasonable cost or expenditure which may be agreed from time to time by the Authority and the Contractor; and
- (d) subject to Approval, any reasonable marketing, packaging and/or distribution costs, and any relevant experimental development costs including costs of field trials and/or demonstration projects incurred at the Contractor's expense.

E9.8 The Contractor shall have sole responsibility for making any payments due to Staff under any rewards or incentive schemes, whether contractual, ex gratia, or statutory, in relation to the Results, and any such payments shall not be a cost or expenditure liable to be subtracted from any Income pursuant to clause E9.5. Any payments in respect of a share of Income to be made to the Authority and/or the Co-funders by the Contractor shall be made promptly, in such format as the Authority may direct and accompanied by sufficient information to enable the Authority to identify: i) the contract to which such payments relate; and ii) the means (including a full breakdown of allowable costs) by which such payments have been calculated.

E9.9 If the Contractor does not intend to protect or exploit any Results then the Authority shall be entitled to obtain protection at its own cost and (if clause E8.1 has been amended or varied so that ownership of the Results vests in the Contractor) to have assigned to it at no charge all rights in the relevant Results. The Contractor will not be entitled to any share of the Income generated as the result of the protection or exploitation of the relevant Results obtained by the Authority.

E9.10 For the avoidance of doubt, clauses E9.5 to E9.9 do not apply to and do not affect any Intellectual Property Rights in existence before the commencement of the Services.

## **E10 Audit**

E10.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract.

- E10.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.
- E10.3 The Contractor shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.
- E10.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

## **E11 Tax Compliance**

- E11.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
  - (b) promptly give the Authority:
    - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
    - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- E11.2 If the Contractor or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Contractor shall:
- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
  - (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Contractor or any Staff.

# **F. CONTROL OF THE CONTRACT**

## **F1 Failure to meet Requirements**

- F1.1 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance

with the requirements of the Contract within such reasonable time as may be specified by the Authority.

F1.2 The Authority may by notice to the Contractor 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 such Goods. If the Authority rejects any of the Goods pursuant to this clause the Authority may (without prejudice to its other rights and remedies) either:

- (a) have such Goods promptly, free of charge and in any event within 5 Working Days, either repaired by the Contractor or replaced by the Contractor 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 such repair or replacement has occurred; or
- (b) treat the Contract as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining other goods in replacement.

F1.3 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 F1.2.

F1.4 The issue by the Authority of a receipt note for delivery of the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Authority's acceptance of them.

F1.5 The Contractor hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is specified, for a period of 18 months from the date of delivery. If the Authority shall within such period or within 25 Working Days thereafter give notice to the Contractor of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Contractor 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 elect) free of charge.

F1.6 Any Goods rejected or returned by the Authority as described in clause F1.2 shall be returned to the Contractor at the Contractor's risk and expense.

## **F2 Monitoring of Contract Performance**

F2.1 The Contractor shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F2.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter (each being a "Review Date"), the Authority shall carry out a review of the performance of the Contractor ("Checkpoint Review"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to): the Contractor's delivery of the Services; the Contractor's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.

- F2.3 The Contractor shall provide at its own cost any assistance reasonably required by the Authority to perform such Checkpoint Review including the provision of data and information.
- F2.4 The Authority may produce a report (a "Checkpoint Review Report") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Contractor's obligations under this Contract.
- F2.5 The Authority shall give the Contractor a copy of the Checkpoint Review Report (if applicable). The Authority shall consider any Contractor comments and may produce a revised Checkpoint Review Report.
- F2.6 The Contractor shall, within 10 Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.
- F2.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under this Contract identified by the Checkpoint Review Report, or those which result from the Contractor's failure to meet the Authority's expectations notified to the Contractor or of which the Contractor ought reasonably to have been aware) shall be implemented at no extra charge to the Authority.

### **F3 Reporting**

- F3.1 Unless otherwise authorised in writing by the Authority, the Contractor shall submit an annual report (the "Annual Report") for each Project Year to the Authority in accordance with this clause F3.
- F3.2 The Contractor shall provide one hard copy of the Annual Report and one copy on either computer readable disk or e-mail in the format specified by or agreed with the Authority, no later than 4 weeks after the end of each Project Year, or, for work lasting one year or less, no later than 4 weeks after completion of the Services.
- F3.3 The Annual Report shall:
- (a) list the scientific objectives set out in the Specification, indicating where amendments have been agreed;
  - (b) indicate in non-scientific terms the scientific progress achieved since the Commencement Date or since the last Annual Report; how this relates to the policy objectives as set out in the relevant current statement of policy rationale and programme objectives relating to research and development issued by the Authority in accordance with the Specification, plus any findings of particular interest;
  - (c) indicate whether the scientific objectives in the Specification are appropriate for the remainder of the Contract Period, giving reasons for any changes, together with financial, Staff and time implications;
  - (d) list the milestones for the relevant Project Year as set out in the Specification, indicating which milestones have been met and whether the remaining milestones appear realistic (subject to clause F4);

- (e) list any outputs, for example, published papers or presentations and identify any opportunities for exploiting any Intellectual Property Rights or technology transfer arising out of the Services and any action taken to protect and exploit such Intellectual Property Rights; and
- (f) comment briefly on any new scientific opportunities which may arise from the Services.

F3.4 Unless Approved, the Contractor shall submit by the completion date of the Services a final report (the "Final Report") consisting of 2 hard copies and one electronic copy on either computer readable disk or by e-mail in a format specified by the Authority. The Final Report shall include the following:

- (a) the Services' code and title as set out in the Specification; the name of the Contractor; the total costs; and the Commencement Date and date of completion of the Services;
- (b) an executive summary of not more than 2 sides of A4 written in a style understandable to the intelligent non-scientist. This should include the main objectives of the Services; the methods and findings of the research; and any other significant events and options for new work; and
- (c) a scientific report.

F3.5 The scientific report referred to in clause F3.4(c) above shall contain:

- (a) the scientific objectives as set out in the Specification;
- (b) the extent to which the objectives set out in the Specification have been met;
- (c) details of methods used and the Results obtained, including statistical analysis where appropriate;
- (d) a discussion of the Results and their reliability;
- (e) the main implications of the findings;
- (f) possible future work; and
- (g) any action resulting from the research, for example, protection of Intellectual Property Rights and knowledge transfer.

F3.6 Notwithstanding clause E6 (Publicity, Media and Official Enquiries), the Authority may publish the Final Report on a website. When submitting the Final Report to the Authority the Contractor shall indicate any information contained in the Final Report which it considers to be commercially sensitive or which might otherwise merit non-publication and the Authority shall not disclose such information without first having consulted the Contractor (without prejudice to the Authority's discretion as to whether to publish following such consultation).

F3.7 The Authority reserves the right to reject any Annual Report or Final Report submitted by the Contractor which is not, in the reasonable opinion of the Authority, satisfactory, either in form or content, having regard to the provisions of this Schedule. If an Annual Report or Final Report is rejected by the Authority, the Contractor shall remedy any deficiencies identified by the Authority and submit a revised version at no additional cost to the Authority or the Co-funders.

F3.8 The Contractor shall supply any additional reports, including financial reports, in respect of the Services, at such time or times, and in such form, as the Authority may reasonably require. Without prejudice to the generality of the foregoing, the Contractor shall provide to the Authority such information as the Authority may reasonably require regarding commercial exploitation of the Results, including details of any licences granted to third parties in respect of any Intellectual Property Rights in the same. The Contractor shall further keep at its normal place of business detailed accurate and up to date records and accounts showing details of its commercial exploitation of the Results including the sale of products or services which incorporate the Results, Income received, allowable costs deducted and the amount of licensing revenues received by it in respect of the Results in a format sufficient to ascertain that revenue sharing pursuant to the Contract has been properly accounted for and apportioned in accordance with the Contract.

F3.9 The Contractor shall, subject to reasonable notice, attend all meetings specified in the Contract or otherwise arranged by the Authority for the purpose of discussion of the Services.

#### **F4 Remedies for inadequate performance**

F4.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor has demonstrated to the Authority's reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
- (c) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

F4.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

F4.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.

F4.4 If the Contractor has been notified of a failure in accordance with clause F4.3 the Authority may:

- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are



necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or

- (b) withhold or reduce payments to the Contractor in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F4.5 If the Contractor has been notified of a failure in accordance with clause F4.3, it shall:

- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
- (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F4.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F4.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause F4.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Contractor.

## **F5 Transfer and Sub-Contracting**

F5.1 Except where clauses F5.5 and F5.6 both apply, the Contractor shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such documents shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

F5.2 The Contractor is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Contractor shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.

F5.3 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause E10 (Audit). If any Sub-Contractor or supplier does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.

F5.4 If the Authority has consented to the award of a Sub-Contract the Contractor shall ensure that:

- (a) the Sub-Contract contains a right for the Contractor to terminate the Sub-Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law;
- (b) the Sub-Contractor includes a provision having the same effect as set out in clause F5.4 (a) in any Sub-Contract which it awards; and
- (c) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority immediately.

F5.5 If the Authority believes there are:

- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
- (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.

F5.6 Notwithstanding clause F5.1, the Contractor may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Contractor (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F5.6 shall be subject to:

- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
- (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (c) the Authority receiving notification under both clauses F5.7 and F5.8.

F5.7 If the Contractor assigns the right to receive the Price under clause F5.6, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F5.8 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority shall make payment.

F5.9 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without Approval.

F5.10 Subject to clause F5.11, 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;
- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor’s obligations under the Contract.

F5.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F5.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F5.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F5.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause F5 both such bodies being referred to as the “Transferee”):

- (a) the rights of termination of the Authority in clauses H1 and H2 shall be available to the Contractor in respect of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F5.13 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F5.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

## **F6 Waiver**

F6.1 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.

F6.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A4.2 (Notices).

F6.3 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.

## **F7 Variation**

F7.1 If, after the Commencement Date, the Authority's requirements change, the Authority may request a Variation subject to the terms of this clause 7.

F7.2 The Authority may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Contractor accepts the Variation it shall confirm it in writing.

F7.3 If the Contractor 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 Contractor to fulfil its obligations under the Contract without the Variation to the Specification; or
- (b) terminate the Contract immediately except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).

- F7.4 No Variation will take effect unless and until recorded in a validly executed CCN. Execution of a CCN shall be made via electronic signature as described in clause 1.2 of Section 1 of the Contract.
- F7.5 A CCN takes effect on the date both Parties communicate acceptance of the CCN via Bravo and, on the date it communicates its acceptance of the CCN in this way, the Contractor is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Contractor in addition to the warranties and representations set out in clause G2.
- F7.6 The provisions of clauses F7.4 and F7.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations may be approved by a different representative of the Authority. However, the Authorised Representative shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.
- F8 Severability**
- F8.1 If any provision of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- F9 Remedies Cumulative**
- F9.1 Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- F10 Entire Agreement**
- F10.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- F11 Counterparts**
- F11.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

## **G LIABILITIES**

### **G1 Liability, Indemnity and Insurance**

- G1.1 Neither Party limits its liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation;

- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, E1, E2 or E4 or any breach of Schedule 8; or
- (e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

G1.3 Subject to clause G1.1 the Contractor's aggregate liability in respect of the Contract shall not exceed **£224,998.50**

G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.5 The Authority may recover from the Contractor the following losses incurred by the Authority to the extent they arise as a result of a Default by the Contractor:

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional costs of procuring a Replacement Contractor for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;
- (d) any compensation or interest paid to a third party by the Authority; and
- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.6 Subject to clauses G1.1 and G1.5, neither Party shall be liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or
- (b) indirect, special or consequential loss.

G1.7 Unless otherwise specified by the Authority, the Contractor shall, with effect from the Commencement Date for such period as necessary to enable the Contractor to comply with its obligations herein, 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 Contractor, arising out of the Contractor's performance of its

obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.

- G1.8 The Contractor shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.
- G1.9 The Contractor 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.
- G1.10 If the Contractor does not give effect to and maintain the insurances required by the provisions of the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.
- G1.12 The Contractor 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 Contractor, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Contractor is an insured, a co-insured or additional insured person.

## **G2 Warranties and Representations**

- G2.1 The Contractor warrants and represents on the Commencement Date and for the Contract Period that:
  - (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
  - (b) in entering the Contract it has not committed any fraud;
  - (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Contractor 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 in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
  - (d) 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 an adverse effect on its ability to perform its obligations under the Contract;
  - (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
  - (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver,

liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Contractor shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence where the Contractor has not been in existence for 3 years) prior to the date of the Contract:
  - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
  - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
  - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

### **G3 Force Majeure**

- G3.1 Subject to the remaining provisions of this clause G3, a Party may claim relief under this clause G3 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Contractor in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Contractor.
- G3.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- G3.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:
  - (a) are capable of being mitigated by any of the Services, but the Contractor has failed to do so; and/or
  - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.

- G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- G3.6 Where, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
    - i) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
    - ii) neither Party shall be liable for any Default arising as a result of such failure;
  - (b) the Contractor fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.
- G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and shall not be dependent on the serving of notice under clause G3.7.

## **H DEFAULT, DISRUPTION AND TERMINATION**

### **H1 Termination on Insolvency and Change of Control**

- H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a company and in respect of the Contractor:
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
  - (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part



of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Contractor shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("Change of Control"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
  - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
  - (ii) a petition is presented for his bankruptcy; or
  - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (g) any event similar to those listed in clauses H1.4(a) to (f) occurs under the law of any other jurisdiction .

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) it is for any reason dissolved;

- (c) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (f) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (i) any event similar to those listed in clauses H1.5 (a) to (h) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

## **H2 Termination on Default**

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Contractor commits a Default and:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due) or to a Force Majeure Event.

## **H3 Termination on Notice**

H3.1 The Authority may terminate the Contract at any time by giving **30** days' notice to the Contractor.

#### **H4 Other Termination Grounds**

H4.1 The Authority may terminate the Contract on written notice to the Contractor if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract;
- (c) the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU; or
- (d) the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

#### **H5 Consequences of Expiry or Termination**

H5.1 If the Authority terminates the Contract under clauses H2 or H4 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period.

H5.2 If Contract is terminated under clauses H2 or H4 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor 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 this clause.

H5.3 If the Authority terminates the Contract under clause H3 the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 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 Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Data Protection), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E10 (Audit), F10 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

## **H6      Disruption**

- H6.1      The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2      The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3      If there is industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H6.4      If the Contractor's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice.
- H6.5      If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business, the Contractor may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

## **H7      Recovery upon Termination**

- H7.1      On termination of the Contract for any reason, the Contractor shall at its cost:
- (a)      immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and Services;
  - (b)      immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor in good working order;
  - (c)      immediately vacate any Authority Premises occupied by the Contractor;
  - (d)      assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
  - (e)      promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Contractor to conduct due diligence.
- H7.2      If the Contractor does not comply with clauses H7.1(a) and (b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

## **H8      Retendering and Handover**

- H8.1      Within 21 days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information

necessary to enable the Authority to issue tender documents for the future provision of the Services.

- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Contractor indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Contractor is required to provide under clause H8.1.
- H8.5 The Contractor shall allow access to the Premises in the presence of the Authorised Representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Contractor's Premises for the purposes of clause H8.5, the Authority shall give the Contractor 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Contractor's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Contractor shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Contractor shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

## **H9 Exit Management**

- H9.1 Upon termination the Contractor shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in clause H10.

## **H10 Exit Procedures**

- H10.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H10.2 The following commercial approach shall apply to the transfer of the Services if the Contractor:

- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
- (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Price based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Price.

H10.3 When requested to do so by the Authority, the Contractor shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.

H10.4 Within one Month of receiving the software licence information described above, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the Authority a plan for licence transfer.

## **H11 Knowledge Retention**

H11.1 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Contractor shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

# **I DISPUTES AND LAW**

## **I1 Governing Law and Jurisdiction**

I1.1 Subject to the provisions of clause I2 the Contract, including any matters arising out of or in connection with it, 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. The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Contractor 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.

## **I2 Dispute Resolution**

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Contractor and the commercial director of the Authority.

I2.2 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.

I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 either Party may refer it to mediation pursuant to the procedure set out in clause I2.5.

I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.

12.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling 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;
- (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
- (c) 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;
- (d) 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;
- (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an 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; and
- (f) 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 any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 12.6.

12.6 Subject to clause 12.2, the Parties shall not institute court proceedings until the procedures set out in clauses 12.1 and 12.3 have been completed save that:

- (a) The Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7;
- (b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7; and
- (c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 12.7, to which the Authority may consent as it sees fit.

12.7 If any arbitration proceedings are commenced pursuant to clause 12.6,

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Contractor (the “Arbitration Notice”) stating:



- (i) that the dispute is referred to arbitration; and
  - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 12.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 12.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

# SCHEDULE 1 - SPECIFICATION

## 1. Summary

The Government's 25 Year Environment Plan<sup>1</sup> (25 YEP), launched in 2018, makes an explicit commitment to connecting more people to the environment 'to promote greater well-being', as part of long-term plans to protect it for the next generation. Nonetheless, not everyone engages with the environment in the same way. This disparity in engagement with the environment, and specifically with national landscapes, is highlighted in the final report from the Landscapes Review, published in 2019.<sup>2</sup>

This research will contribute to the development of such plans by collating existing evidence and generating new qualitative evidence exploring how the ethnic diversity of visitors to national landscapes could be increased. This research will provide an opportunity to explore and learn from the ways Black, Asian, and Minority Ethnic (BAME) groups experience, utilise, and understand national landscapes.

The research should consider barriers and facilitators to engaging with national landscapes, differentiating between behavioural barriers and broader structural barriers. This research should also identify suggestions for shorter and longer-term solutions for overcoming some of these barriers, covering a range of scales and delivery mechanisms. This research will provide valuable evidence to support the Landscapes Review's proposal for: *New long-term programmes to increase the ethnic diversity of visitors*.

The project is expected to last nine months, from 6<sup>th</sup> May 2021 to 6<sup>th</sup> February 2022. A Scoping Report is required approximately six weeks after contract award, in June 2021. An Interim Report is required in August 2021 and the final evaluation report in February 2022.

Proposals should include a costed option for a longer project completing in March 2022. This option should include a Scoping Report in June 2021, an Interim Report in August 2021, and the final evaluation report in March 2022.

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<sup>1</sup> <https://www.gov.uk/government/publications/25-year-environment-plan>

<sup>2</sup>

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/833726/landscapes-review-final-report.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/833726/landscapes-review-final-report.pdf)

## 2. Background

### 2.1 Benefits of Engagement with the Natural Environment

The health and wellbeing benefits of using green space are well documented; spending time in nature has ‘restorative effects’<sup>3</sup>, and protects against ‘adverse mental health outcomes, cardiovascular disease, and mortality’<sup>4</sup>. Additionally, good access to green/recreational areas is associated with reduced socioeconomic inequality in mental wellbeing<sup>5</sup>. Such benefits are recognised in the 25 YEP:

*Spending time in the natural environment – as a resident or a visitor – improves our mental health and feelings of wellbeing. It can reduce stress, fatigue, anxiety and depression. It can help boost immune systems, encourage physical activity and may reduce the risk of chronic diseases such as asthma. It can combat loneliness and bind communities together.*

In recognition of such wide-ranging benefits, the 25 YEP sets out an ambition to enable ‘people from the widest possible range of ages and backgrounds’ to experience the benefits of spending time in nature. The Landscapes Review also recognises the benefits of spending time in national landscapes – referring to National Parks and Areas of Outstanding Natural Beauty (AONBs). Recognising the relationship between connection with nature, well-being, and improved mental health, the Secretary of State for Environment, Food, and Rural Affairs, George Eustice<sup>6</sup>, recently unveiled an investment of £4m in green social prescribing<sup>7</sup>, whereby people can be ‘prescribed’ a range of green activities instead of, or in addition to, other interventions to support health and wellbeing.

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<sup>3</sup> Hartig, T., et al., *Nature and Health*. Annual Review of Public Health, 2014. **35**(1): p. 207-228.

<sup>4</sup> James, P., et al., *A Review of the Health Benefits of Greenness*. Current Epidemiology Reports, 2015: p. 1-12.

<sup>5</sup>

[http://randd.defra.gov.uk/Document.aspx?Document=14042\\_EvidenceStatementonnaturalenvironmentsandhealth.pdf](http://randd.defra.gov.uk/Document.aspx?Document=14042_EvidenceStatementonnaturalenvironmentsandhealth.pdf)

<sup>6</sup> <https://www.gov.uk/government/speeches/george-eustice-speech-on-environmental-recovery-20-july-2020>

<sup>7</sup> <https://www.kingsfund.org.uk/publications/social-prescribing>

During the COVID-19 pandemic, the importance of access to natural spaces has become even more evident. The People and Nature Survey<sup>8</sup> shows that, during a period of heightened restrictions on activities from April – July 2020, the majority of adults with access to a private garden or allotment felt that green spaces were important to them; 89% of adults agreed that green and natural spaces should be good places for mental health and wellbeing; 87% agreed that ‘being in nature makes me happy.’ Encouraging a more diverse range of groups to access and use national landscapes could therefore play an important role in our recovery from the pandemic.

## 2.2 Inequality in Access to Green and Natural Spaces

Despite the benefits associated with spending time in the natural environment, there are disparities in who accesses it, and therefore who experiences these benefits. For example, white people are most likely to visit green and natural spaces, whilst Asian, Black, and Chinese people are least likely to visit<sup>9</sup>. This ethnic disparity intersects with socio-economic status, with white people in higher and intermediate managerial jobs the most likely group to visit the natural environment, and semi and unskilled manual workers from other ethnic groups the least likely to visit.

The disparity in who uses and benefits from our national landscapes is highlighted in the Landscapes Review, which, in relation to national landscapes states that ‘There are large parts of society that have no relationship with them at all. Their overall popularity masks big differences in the types of people who enjoy them.’

Additionally:

*Many communities in modern Britain feel that these landscapes hold no relevance for them. The countryside is seen by both black, Asian and minority ethnic groups and white people as very much a ‘white’ environment. If that is true today, then the divide is only going to widen as society changes. Our countryside will end up being irrelevant to the country that actually exists.*

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<sup>8</sup> <https://www.gov.uk/government/statistics/the-people-and-nature-survey-for-england-monthly-interim-indicators-for-july-2020-experimental-statistics>

<sup>9</sup> <https://www.ethnicity-facts-figures.service.gov.uk/culture-and-community/culture-and-heritage/visits-to-the-natural-environment/latest#by-ethnicity-last-7-days>

Given the benefits of spending time in nature, as well as the importance of the natural environment during and probably after the COVID-19 pandemic, it is crucial to consider how to increase visitor diversity, whilst retaining existing visitors, recognising the array of barriers people may experience and the different ways people may wish to engage with national landscapes.

### **2.3 Barriers to Making Use of National Landscapes**

Barriers to BAME groups visiting natural landscapes range from perceptions of them and their relevance, to more practical concerns and knowledge gaps. Ethnographic research conducted<sup>10</sup> as part of the Landscapes Review found that some BAME visitors were subject to ‘inquisitive looks and comments’ and viewed the countryside as a ‘white’ environment. A perceived lack of relevance is also reported elsewhere:

*Visiting certain settings might not even occur to people if nature-based recreation is not part of their cultural background or where individuals have been subject to discrimination through their different norms of use in the past.*<sup>11</sup>

The Mosaic project<sup>12</sup>, which was set up to increase BAME visitors to National Parks, also identified a range of barriers to engagement<sup>13</sup>, among them: a lack of knowledge about National Parks, including how to access them, access rights, and costs; a lack of relevance, with some people not knowing what to do in National Parks and perceiving them as not for ‘people like us’; fear of unfamiliarity, safety, not having needs catered for, and navigating public transport; and a lack of relevant skills to organise and plan visits.

BAME groups are also under-represented in the environment sector itself: the Landscapes Review notes that within national landscape governing bodies, BAME board members are rare, comprising

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<sup>10</sup> <https://youtu.be/FTKMY-TjHA>.

<sup>11</sup> Boyd, F., White, M., Bell, S., and Burt, J. (2018). Who doesn’t visit natural environments for recreation and why: A population representative analysis of spatial, individual and temporal factors among adults in England. *Landscape and Urban Planning*, 175

<sup>12</sup> <https://www.cnp.org.uk/sector/mosaic>

<sup>13</sup> <https://www.cnp.org.uk/sites/default/files/uploadsfiles/Mosaic%20Legacy%2012%20BARRIERS.pdf>

0.8% of National Park and AONB board members. Policy Exchange<sup>14</sup> also reports a lack of ethnic diversity in the environment sector, while a survey by the National Union of Students (NUS) found the BAME respondents were the most likely to 'feel discouraged by the lack of Black, Asian and other racial groups in the environment sector.'<sup>15</sup> A lack of BAME role models in the environment sector could also be a barrier to engagement<sup>16</sup>.

Initiatives have been set up to increase diversity in visitors to national landscapes. For example, the Campaign for National Parks funded Mosaic projects from January 2009 to June 2012 to increase BAME visitors, and 'cement long term sustainable engagement between black and minority ethnic (BME) communities and the National Parks and Youth Hostels Association.'<sup>17</sup> This initiative targeted urban areas to build links between BAME communities and their nearest National Park, with Mosaic Community Champions introducing at least 28,000 people from BAME communities to National Parks, including 9,000 first-time visitors. However, the Landscapes Review notes that there was little legacy from the Mosaic projects, other than in the Peaks and the North York Moors. More recent initiatives to increase diversity in both the environment sector, and in visitors to national landscapes, include: Bristol Green Capital Partnership, which will recruit ambassadors 'to work between Bristol's diverse communities, businesses, organisations and individuals on issues of environmental sustainability, equality, diversity and inclusion'<sup>18</sup>; Black Girls Hike, a Greater Manchester-based hiking group that encourages black women to enjoy the countryside<sup>19</sup>; Flock Together, a London-based collective which aims to introduce more people of colour to birdwatching.<sup>20</sup>

Recognising existing initiatives and building on this momentum, this research will support delivery of the ambitions set out in the 25 YEP and the Landscapes Review, to ensure that a diverse range

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<sup>14</sup> <https://policyexchange.org.uk/wp-content/uploads/2017/03/The-two-sides-of-diversity-2.pdf>

<sup>15</sup> <https://sustainability.nus.org.uk/our-research/our-research-reports/race-inclusivity-and-environmental-sustainability>

<sup>16</sup> <https://www.discoverwildlife.com/people/diverse-nature/>

<sup>17</sup>

<https://www.cnp.org.uk/sites/default/files/uploadsfiles/Mosaic%20Legacy%202018%20Final%20Evaluation%20Exec%20Summary.pdf>

<sup>18</sup> [https://bristolgreencapital.org/project\\_cat/blackandgreenambassadors/](https://bristolgreencapital.org/project_cat/blackandgreenambassadors/)

<sup>19</sup> <https://www.bbc.co.uk/news/av/uk-england-manchester-50100178>

<sup>20</sup> <https://www.instagram.com/flocktogether.world/>

of people can access, enjoy, and experience the many benefits of national landscapes. Specifically, this research is linked to Proposal 9 of the Landscapes Review: *New long-term programmes to increase the ethnic diversity of visitors*. This is linked to other proposals in Chapter 2 of the review, including:

- Proposal 7: A stronger mission to connect all people with our national landscapes, supported and held to account by the new National Landscapes Service
- Proposal 8: A night under the stars in a national landscape for every child
- Proposal 10: Landscapes that cater for and improve the nation's health and wellbeing

The Authority is commissioning separate research to support Proposal 8, and these projects will need to be closely coordinated.

### **3. Research Aims and Objectives**

To help make national landscapes more accessible to a wider range of people, and to encourage a more diverse range of people to engage with national landscapes, this research will review existing evidence on the experiences of BAME visitors, and gather new data exploring experiences and perceptions of national landscapes, as well as barriers for people who do not visit them. This research will also consider the under-representation of BAME groups within the environment sector itself, and consider linkages between the environment sector and visitor diversity.

#### **3.1 Objectives:**

The objectives of this research are:

- **Objective 1: To undertake a short scoping phase and to discuss the project with key stakeholders.**

This should include representatives from National Parks, AONBs and other users of the research (to be determined by the Contractor and the Authority), to build in their expertise and finalise the priorities and approach.

The successful Contractor will also need to link with the team undertaking the project the Authority is commissioning on Landscapes Review Proposal 8: *A night under the stars in a national landscape for every child* to ensure the projects are coordinated.

The Authority envisage the scoping phase will be completed approximately six weeks after contract award.

- **Objective 2: To review existing qualitative and quantitative evidence on BAME engagement with national landscapes, and initiatives to increase visits to and engagement with national landscapes among BAME groups.**

This review should consider what makes specific initiatives successful (or not) and why. It could consider the role of geographical location, and how, and under what circumstances, people from BAME groups engage (or don't) with national landscapes.

- **Objective 3: Collection of new qualitative data.**

This is to obtain in depth insights on 3 or 4 ethnic minority groups and their experiences and understandings of national landscapes, including a consideration of key barriers and facilitators to engaging with them.

The Contractor should utilise findings of the scoping phase to identify key target groups and to identify knowledge gaps and determine the most useful approach to, and focus for, data collection.

- **Objective 4: To make suggestions for shorter and longer-term approaches to increasing BAME engagement with national landscapes.**

This should draw on the scoping, evidence review and newly generated qualitative data, and make suggestions for good practice in increasing the diversity of visitors to national landscapes, including practical suggestions. These suggestions should consider the potential range of stakeholders that might utilise them, and therefore be at a range of scales.

- **Objective 5: To provide high quality research reports and other outputs that could be communicated to a range of stakeholders.**

This includes stakeholders from Voluntary, Community, and Social Enterprise (VCSE) organisations, the environment sector, policy makers, and Local Authorities. Outputs could also be adapted to suit different audiences.



## **4. Methodology**

### **4.1 Evidence Review**

The Authority would like this research to include an Evidence Review, collating existing qualitative and quantitative evidence on BAME groups' engagement with, and perceptions and experiences of national landscapes. This could include quantitative data from the People and Nature Survey<sup>21</sup>.

The Evidence Review should also include a synthesis and light touch review of initiatives at different scales that have aimed to increase diversity in visitors to national landscapes, in particular those focusing on increasing visits among the BAME community.

It would also be useful for the Evidence Review to consider how best to monitor and evaluate such initiatives, recognising the importance of quality as well as quantity of visits and moving beyond quantitative measures of visits.

### **4.2 Qualitative Research**

Qualitative methods should be used to explore experiences and perceptions of national landscapes amongst BAME groups. This should include engaging with people who don't currently visit national landscapes, in order to learn more about the barriers. The Contractor could consider focusing on case studies of three or four specific ethnic minority groups, using a sampling approach that will provide rich, in depth data and analysis. This should recognise diversity between ethnic minority groups, whilst meeting the broad aims and objectives of this research.

The Contractor should be clear about their approach to identifying specific ethnic minority groups to work with. They should highlight how specific ethnic minority groups will be identified and could also consider the role of geographical location in this phase of the research. The Contractor should also outline how they plan to speak to people who are currently not engaged with national landscapes.

Depending on the findings from the Scoping Phase and Evidence Review, the Authority is also interested in data on people who work in the environment sector itself. Ideas are welcomed from the Contractor on how best to approach this. However, this could include engaging with members of boards/governing bodies for national landscapes to consider their priorities for national landscapes and how these align with the concerns of BAME groups. It could also include speaking

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<sup>21</sup> <https://www.gov.uk/government/collections/people-and-nature-survey-for-england>

to people in educational, outreach, and engagement roles linked to National Parks, to learn about how they engage visitors and how they might seek to increase engagement from BAME visitors.

Innovative data collection methods, for example ethnographic approaches, would be welcomed, as well as interviews and focus groups. Data collection methods could be adapted creatively to suit a range of participants, as well as potential restrictions due to COVID-19.

### **4.3 COVID-19**

The Contractor should explain how their approach and methods respond to the challenges and opportunities associated with COVID-19.

The research methods will need to take COVID-19 into account, ensuring consistency with current social distancing and other guidelines (see for example Social Research Association<sup>22</sup> and Market Research Society<sup>23</sup> guidance), and demonstrating flexibility for different scenarios, including further national or local restrictions.

For example, it may be not be possible to undertake face-to-face research at some points in the project or throughout. Some participants may be harder to contact by telephone or online.

The research should aim to improve understanding of the challenges associated with BAME engagement with national landscapes at the present time, and how this engagement may aid recovery from the COVID-19 pandemic.

Overall, the Authority does not wish to be prescriptive in terms of the methods used in this research and welcomes ideas from prospective the Contractor. However, proposals should ensure that the methods themselves, and the rationale for the chosen methods, are clear and explicit

## **5. Outputs and Timetable**

The following outputs are required:

- Scoping Report, approximately six weeks after contract award

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<sup>22</sup> <https://the-sra.org.uk/SRA/Blog/Data%20collection%20during%20the%20Covid%2019%20pandemic%20Guidance%20from%20GSR%20Heads%20of%20Profession.aspx>

<sup>23</sup> <https://www.mrs.org.uk/standards/undertaking-safe-face-to-face-data-collection>

- Interim Report, including the Evidence Review, approximately four months after contract award. The date for this is flexible – The Contractor may move the date for delivery of the interim report if this makes sense in the overall context of the proposed programme of work
- Final Report and Research Briefing (approximately 6 pages) based on the final report, using a template supplied by the Authority
- Progress updates and appropriate papers prior to progress and steering group meetings, and appropriate records of these meetings
- Presentations of the draft and/or final evaluation reports to the Authority and other audiences (to be determined by the Contractor and the Authority)

The project is expected to last **nine months**. The contract is expected to start on **6<sup>th</sup> May 2021** and finish on **5<sup>th</sup> February 2022**.

The proposed timetable of work and key milestones is summarised below. The Contractor should build on this to provide a detailed project timetable, indicating all deliverables and suggested payment milestones.

A payment milestone should be included at the end of the financial year on 31<sup>st</sup> March 2021 so that the breakdown of costs by financial year is clear.

Contract commences ..... 6<sup>th</sup> May 2021

Scoping Report..... 15<sup>th</sup> July 2021

Interim Report (this date is flexible)..... 30<sup>th</sup> September 2021

Draft Final Report and Research Briefing..... 30<sup>th</sup> December 2021

Final Report and Research Briefing..... 5<sup>th</sup> February 2022

If the alternative longer project is commissioned, the proposed timetable of work and key milestones are as follows:

Contract commences ..... 6<sup>th</sup> May 2021

Scoping report..... 21<sup>st</sup> June 2021

Interim report (this date is flexible)..... 30<sup>th</sup> August 2021

Draft final report and Research Briefing ..... 28<sup>th</sup> February 2022

Final report and Research Briefing..... 31<sup>st</sup> March 2022

## **5.1 Publication**

The Authority intends to publish the Final Report from this project. However, the Authority reserves the right to determine if and how results should be published.

The Final Report will be independently peer reviewed. The Contractor should be prepared to respond to peer review comments and make amendments to the Final Report if required prior to publication.

Following publication of the final report, the Authority will in general support other opportunities to publish findings and disseminate project findings more widely.

## **6. Quality Assurance, Risk Management and Data Security**

The Authority will require suppliers to demonstrate the highest standards of quality assurance, risk management, and data security.

The Contractor should provide details of their quality assurance processes and standards.

Proposals should identify and assess the risks associated with undertaking the requirements as set out in the specification and propose how these will be managed and overcome.

The Contractor is required to implement appropriate arrangements for data security. The Contractor should confirm within their response that such procedures will be implemented and outline the technical measures to be put in place to meet such requirements. The Contractor must obtain the necessary consent from participants that makes it clear how their data will be shared and the purposes for which it will be used.

The research should be carried out in accordance with the Data Protection Act 2018<sup>24</sup> and the General Data Protection Regulation 2018<sup>25</sup>.

The Contractor is required to set out any potential ethical issues presented by the project along with details of the arrangements for ethical scrutiny to ensure management of these risks.

The Contractor must have a clear approach for ensuring that the research is compliant with relevant ethical codes of conduct, including Government Social Research Ethical Assurance Guidance<sup>26</sup>.

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<sup>24</sup> <https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted>

<sup>25</sup> <https://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation>

## **7. Governance**

A Steering Group will be established and chaired by the Authority. The Contractor will report into this Group.

## **8. Programme of Work**

The Contractor will be responsible for all travel and subsistence costs related to the work and the supply of all labour, materials and equipment.

The Contractor may propose consortium or subcontracting arrangements but should provide a single project manager responsible to the Authority for fulfilment of the contract and for liaison with the Authority's contact person. The Contractor will provide written progress updates to the Authority as required during the project and will agree to meet with the Authority's officials as and when required.

The Contractor must meet deadlines as proposed within their Contract submission and subsequently agreed with the Authority throughout the project and will notify the Authority without delay if there is a risk that they may be unable to meet these deadlines.

The Authority will inform the Contractor without delay if there is any deficiency in the quality of the services provided under the contract. The Contractor will take steps to ensure any problems at any stage of the contract are resolved as a matter of urgency.

### **Costs**

This contract will be let using a 'fixed price' payment mechanism (see 'Risk allocation and pricing approaches: guidance note'<sup>27</sup>, Table 8).

The project is funded as part of Defra's Natural Environment and Rural Evidence Programme.

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<sup>26</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/515296/ethics\\_guidance\\_tcm6-5782.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/515296/ethics_guidance_tcm6-5782.pdf)

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[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/891148/Risk\\_Allocation\\_and\\_Pricing\\_Approaches\\_-\\_Guidance\\_Note\\_-\\_June\\_2020.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/891148/Risk_Allocation_and_Pricing_Approaches_-_Guidance_Note_-_June_2020.pdf)  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/891148/Risk\\_Allocation\\_and\\_Pricing\\_Approaches\\_-\\_Guidance\\_Note\\_-\\_June\\_2020.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/891148/Risk_Allocation_and_Pricing_Approaches_-_Guidance_Note_-_June_2020.pdf)

## **Costs and Timeframes**

The contract start date is **6<sup>th</sup> May 2021** and will end on **6<sup>th</sup> February 2022** (Approximately 9 months).

Option 2 is also being considered for a longer project, starting on the **6<sup>th</sup> May 2021** and completing on the **31<sup>st</sup> March 2022**.

The Authority has provided an estimated budget for this project.

## Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

### Rail Travel

**All Journeys** – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

### Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

## NatCen Limited Tender Response

### E01 – Understanding of the Policy, Delivery and Evidence Requirements

#### Understanding the policy context

NatCen is delighted to submit proposals to conduct research to Improve the Ethnic Diversity of Visitors to England's National Landscapes. In its 25 Year Environment plan (25YEP), the Government committed to connecting more people to the environment, to 'promote greater well-being'. The research is in response to evidence that shows that people from Black, Asian, and Minority Ethnic (BAME) groups are less likely to use national landscapes. The Department for Environment, Food and Rural Affairs (Defra), and its stakeholders from National Parks and Areas of Outstanding Natural Beauty (AONB), wish to commission research to fully explore how national landscapes can increase engagement from BAME groups.

The evidence presented in the 25YEP shows that visiting **green spaces can have a positive impact on wellbeing and mental health**, for example, it can reduce stress, fatigue, depression and anxiety. Similarly, engaging with the environment can help to decrease loneliness, bring communities together and has positive physical health impacts; for example, it can boost the immune system, and can help to reduce the risk of chronic ailments such as asthma. The 25YEP highlighted social prescribing as an important way of *helping to connect patients to environmental support* and indicated that the National Health Service Personalised Care Group would explore how this model could be used. In its long-term Plan<sup>28</sup>, the National Health Service (NHS) outlines '**social prescribing**' as a tool for improving the nation's health outcomes. Social and green prescribing is becoming more common, with instances of some NHS trusts including social prescribing alongside more traditional mental health services.

The benefits of the natural environment have been brought to the forefront throughout the Covid-19 pandemic, with a £4 million cross government project to prevent and tackle mental ill health through **green social prescribing** made available in July 2020<sup>29</sup>. Lockdowns have exposed how valuable having access to green space can be for both physical and mental health outcomes and research has highlighted that ethnic minority groups are less likely to have access to private gardens.<sup>30</sup> The pandemic has also highlighted the differences in health outcomes between those from a BAME background and the white population. ONS data found that people from BAME backgrounds were at higher risk of dying with Covid-19 compared to white people<sup>31</sup>. A BMJ report suggests the disparities in Covid-19 related health outcomes may be a result of higher rates of comorbidities like cardiovascular disease and diabetes in patients of South Asian ethnicity and hypertension in the black population.<sup>32</sup> In a report addressing Covid-19 health disparities, the Exchequer Secretary to the Treasury & Minister for Equalities, indicated that *current evidence clearly shows that a range of socioeconomic and geographical factors such as occupational*

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<sup>28</sup> [The NHS Long Term Plan](#), 2019.

<sup>29</sup> <https://www.england.nhs.uk/personalisedcare/social-prescribing/green-social-prescribing/>

<sup>30</sup> <https://www.ons.gov.uk/economy/environmentalaccounts/methodologies/accesstogardenspacesengland#results>

<sup>31</sup> ONS 2021. [Coronavirus \(COVID-19\) related deaths by ethnic group, England and Wales](#).

<sup>32</sup> <https://www.bmj.com/content/372/bmj.m4921>



*exposure, population density, household composition and pre-existing health conditions contribute to the higher infection and mortality rates for ethnic minority groups.*<sup>33</sup>

The pandemic has also shone a spotlight on some of the socio-economic inequalities which may affect engagement with national landscapes. Research on the social impacts of Covid-19 showed that certain BAME groups, particularly Black African and Other Black groups, had lower levels of financial resilience than other groups. Black and Indian groups were also more likely to have reported a loss of sleep over worry about the pandemic than white groups.<sup>34</sup>

The ITT invites suppliers to deliver research *to improve understanding of the challenges associated with BAME engagement with national landscapes at the present time, and how this engagement may aid recovery from the COVID-19 pandemic.* Some of the disparities that have been amplified by the pandemic are pre-existing and show that a range of factors contribute to the outcomes for BAME groups. **It will be important for the research to explore any additional barriers to accessing national landscapes that BAME people may have faced during the pandemic.** For example, exploring how unexpected impacts from the pandemic like loss of income may have impacted people's ability to visit landscapes. Similarly, it will be important to understand whether some of the identified barriers or motivations would exist in the absence of the pandemic.

Putting the Covid-19 challenges aside, despite the known health benefits of spending time in nature, BAME groups do not use national landscapes to the same extent as those from white groups. The Monitor of Engagement with the Natural Environment data<sup>35</sup> shows that 44.2 per cent of white people had visited a natural environment in the last seven days. In contrast, those from an Asian (25.5 per cent), Black (26.2 per cent) or Chinese (27.8 per cent) were significantly less likely to have visited. In their paper looking at '*who doesn't visit natural environments for recreation and why*', Boyd et al (2018), identified that some people were simply 'not interested' or had 'no particular reason' for not visiting<sup>36</sup>. Their research also shows that, among other factors, infrequent users tended to be in poor health, had a lower socio-economic status and were more likely to be from a BAME community. **For this research, it will also be important to explore the levers that can be put in place to encourage behaviour change among those not interested in visiting the natural environment.**

Research shows that socio economic factors come into play. For example, for both white and other ethnic groups, engagement with the natural environment is highest among those in higher and intermediate managerial roles, and lowest among semi and unskilled manual workers. In NatCen's recent report, Engaging children and young people from disadvantaged backgrounds with the

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<sup>33</sup> [Letter from the Minister for Equalities on First progress report on addressing COVID-19 health disparities](#). 2020.

<sup>34</sup> ONS 2020. [Coronavirus and the social impacts on different ethnic groups in the UK](#). London: Office for National Statistics.

<sup>35</sup> Natural England. 2021. [Visits to the Natural Environment](#).

natural environment, family financial constraints, including the cost of activities as well as the cost of travelling to landscapes, were shown to be a barrier for disadvantaged families in engaging with the environment. Being time-poor was also an issue for these families. However, the evidence indicates that the lower engagement levels seen for BAME groups cannot be simply explained by socio economic factors as even those who may be described as *comfortably off* are still not engaging with the natural environment to the same degree as their white counterparts.

**This research, therefore, will need to fully investigate the barriers to greater engagement, and to present credible suggestions on how Defra and key stakeholders can make national landscapes an attractive proposition for BAME groups.**

There is evidence to show that people from BAME groups may feel like they do not belong or are unwelcome when they visit national landscapes. The Landscapes Review found that some BAME visitors were subject to 'inquisitive looks and comments' and viewed the countryside as a 'white' environment.<sup>37</sup> We know that **structural barriers** can limit BAME groups. A study NatCen delivered on behalf of the Commission on Race and Ethnic Disparities conducted among young BAME people and police, looking at the stop and search powers found that BAME men particularly felt they were targeted for stop and searches when engaging in outside spaces with social/familial groups of the same ethnic background. There was also a view that they were viewed as suspicious and there was perception that institutional racial stereotyping was sometimes a driver for being stopped.<sup>38</sup>

While there is a clear difference between stop and search and engagement with national landscapes, feelings of exclusion or not belonging, may inadvertently lead to a mutual feeling of symbolic and physical or institutional exclusion amongst BAME groups and limit access to national landscapes.

A NatCen study exploring employment among young BAME groups, found that participants identified with feeling excluded from the workplace culture and treated differently because of their ethnicity. Again, perceptions of racial stereotyping were reported, with BAME participants feeling they would have to work harder than their white colleagues to succeed in high skilled positions.<sup>39</sup> Another NatCen study on the educational opportunities available to BAME youths with working class status, showed some students felt disadvantaged during their higher school years. There was a view that they faced ethnicity-based discrimination from teachers and careers services as they did not provide them with sufficient support. Some participants did not feel comfortable attending universities that were not ethnically diverse (particularly Russell group universities), due to fears of not fitting in.<sup>40</sup> The evidence suggests that some early experiences may influence how

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<sup>37</sup> Defra. 2019. [The Landscapes Review](#).

<sup>38</sup> NatCen Social Research, (2021). Drivers of police activity and experiences of stop and search.

<sup>39</sup> NatCen Social Research (2021). Understanding young people's experiences of unemployment.

<sup>40</sup> NatCen Social Research, (2021). Understanding young people's experiences of higher education.

BAME groups feel about how wider society engages with people from non-white ethnic backgrounds.

The limited representation of BAME people in using natural environments, National Parks and AONB, has led to some communities creating their own groups to increase BAME engagement with national landscapes and the outdoors. For example, groups such as Flock Together, a birdwatching group and Black Girls Hike, a group hosting national hikes, outdoor activities and training events aimed at increasing BAME groups involvement in nature-based activities and engagement with national landscapes. Black Girls Hike describes themselves as *'providing a safe space for Black women to explore the outdoors. Challenging the status quo...'*<sup>41</sup> While Flock Together describes itself as *a group for people of colour who have felt unwelcome and marginalised in spaces available for everyone.*<sup>42</sup>

While these groups are important in increasing participation and encouraging more inclusive engagement with the outdoors, it is important that National Parks and AONB are perceived as spaces that are accessible to people from all ethnic backgrounds. **The research therefore will have to identify the levers that will encourage greater BAME engagement with national landscapes, both in the short and longer term.**

## National Parks and AONB

The Landscapes Review report highlights the need for more to be done to encourage more people, particularly those not familiar with the countryside to visit. The review points to the fact that the 10 National Parks do not always work together and that the 34 AONBs are a separate network, with less money, yet they are more visited. It calls for greater integration of National Parks and AONB under the National Landscapes umbrella. The review indicates that there is a case for several larger AONB to take on National Park status and to create a new ANOB. Inclusion is highlighted as an issue that should be addressed within National Parks and AONB leadership, where the vast majority of board members are male and close to retirement and where only a tiny proportion of members are from a BAME background.

**With structural changes occurring within the National Parks and AONB, it will be important for us to have a holistic approach to the research; ensuring that any suggestions for greater engagement that we put forward can be applied to all national landscapes.** It will also be important to pick up any landscape specific nuances that may be particular to a type of landscape, for example, proximity to other activities of interest or to a city. Although there are changes, BAME groups are more likely to live in urban area, in 2014, around 2 per cent of the rural population was from a BAME background, and 2018 saw a 0.3 percentage point increment from 2014. Correspondingly, engagement with the natural environment is much higher among those who live in rural areas than in urban areas. The research therefore has to take these factors into

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<sup>41</sup> <https://www.bghuk.com/>

<sup>42</sup> <https://www.flocktogether.world/>

consideration, accounting for the fact that those living in cities may find it harder to access the majority of National parks and AONBs.

## **Research objectives**

The overarching objective of the research is to provide a strong evidence base that will aid Defra and its stakeholders to make national landscapes more accessible to BAME citizens. There is also a requirement to explore under-representation of BAME groups within the environment sector itself and consider linkages between the environment and visitor diversity.

As discussed, earlier, people from a BAME background can feel that the natural environment is not a welcoming place for them. It will therefore be important to explore the barriers, explicit and implicit that may make people feel like they do not belong. Broadly, the research will address the following:

**Objective 1 - To undertake a short scoping phase and to discuss the project with key stakeholders:** This phase is critical to getting the research right. It will enable the NatCen research team to engage with National Park and AONB stakeholders to understand their ambitions for the research. We will explore how they intend to use the findings from the research, understand their priorities, explore what evidence they already have available and uncover where the evidence gaps are. In this session, we will also discuss how this piece of research fits in with the wider research and evidence agenda, for example, the ***A night under the stars in a national landscape for every child*** project.

**Objective 2 - To review existing qualitative and quantitative evidence on BAME engagement with national landscapes, and initiatives to increase visits to and engagement with national landscapes among BAME groups:** Using a Rapid Evidence Review, this phase will allow us to start building a much clearer picture on the experiences of BAME groups when they are using national landscapes, the barriers to use and motivations. We will also identify the initiatives that have been used to promote BAME engagement and explore the reasons why they worked or did not. It will be important for the evidence we present to be nuanced, highlighting differences by subgroups, for example exploring whether there are differences in the initiatives that resonate with people from a Black group than those from a South Indian background. The review will also explore the role of geographical location in the engagement with national landscapes.

**Objective 3 - Collection of new qualitative data:** This phase will consist of primary research in the form of qualitative research. We will conduct the research with four BAME groups, exploring their experiences, and understanding of national landscapes. We will uncover key barriers to engagement as well as motivations, providing evidence that is nuanced, and shows differences across the different BAME groups as well as areas where there are similarities. In the interviews, we will also explore the levers to greater engagement with national landscapes.

The design of this phase will be informed by the key research priorities that are identified in the scoping phase. We also recommend that the qualitative phase is conducted after the Rapid Evidence Review. This will enable us to test the validity of some of the engagement initiatives that we identify, ensuring that the evidence that we present back to Defra and stakeholders is built on a strong evidence base.

**Objective 4 - To make suggestions for shorter and longer-term approaches to increasing BAME engagement with national landscapes:** This objective will be informed by the evidence gleaned from the Rapid Evidence Review and the qualitative research. Taking into account the learnings identified in the scoping phase, we will put forward credible suggestions on how national landscapes can engage BAME groups. Our short term and long-term suggestions, will be fully supported by research evidence, ensuring that suggestions can be easily interpreted by stakeholders.

**Objective 5 - To provide high quality research reports and other outputs that could be communicated to a range of stakeholders:** Delivery of high-quality outputs is a key success factor for the research. The research will be used by many stakeholders, including Voluntary, Community, and Social Enterprise (VCSE) organisations, the environment sector, policy makers, and Local Authorities. It will be important to work with Defra and National Parks and AONB to agree on the format of the output that will be most useful to the varying stakeholders.

NatCen has a strong track record of delivering high quality research across Government, and we have successfully worked on research projects with Defra. We have both methodological and substantive expertise, and have put together a highly expert team that can deliver the research on your behalf. We have experience delivering on all of the objectives for this contract and some of our team have worked with Defra on other projects. We are confident that we can deliver a high-quality project that will inform how you make England's national Landscapes more accessible to people from BAME groups.

We fully outline our approach to delivering this important research in sections E02, E03 and E04.

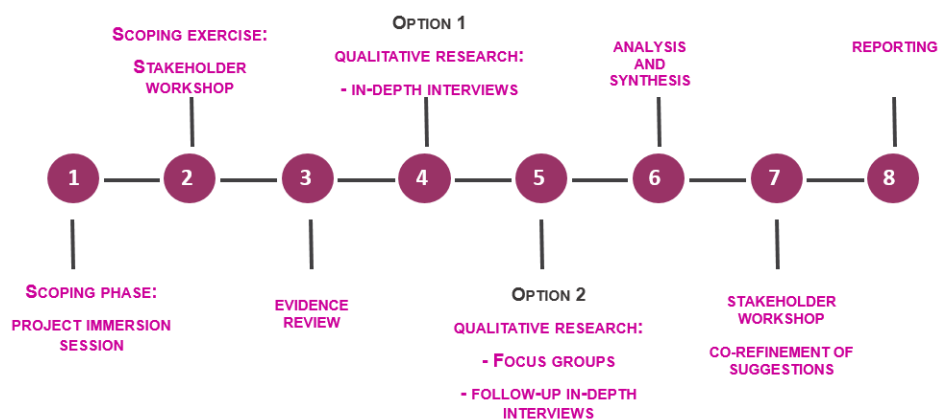
## **E02 – Approach, Methods and Outputs**

The National Centre for Social Research (NatCen) is committed to ensuring that the Improving the Ethnic Diversity of Visitors to England's National Landscapes research is delivered to the highest of standards. It will be vital that the research evidence is sufficiently robust to inform Defra's and key stakeholders' work. Our design approach will enable us to put forward credible short term and longer-term suggestions to overcome barriers for Black, Asian, and Minority Ethnic (BAME) people visiting England's national landscapes.

We believe that the approach that Defra has suggested for conducting the research is robust and will enable us to fully address the research questions. In addition to the **scoping phase, evidence review** and **qualitative research** (two pricing options provided), we recommend that the study

applies **behavioural insights theory** to enhance the rich and detailed, explanatory qualitative insights generated. A key requirement for this study is to **identify the levers** that will encourage people from BAME groups to engage more with national landscapes. It will therefore be important to establish a deeper understanding of barriers and facilitators to visiting, revealing unstated or even unconscious motivations. To ensure that solutions put forward will work in a real-world context, it will be critical to involve stakeholders in the process. We recommend a **stakeholder workshop** to co-develop the solutions taken forward in encouraging greater BAME engagement with National Parks and Areas of Outstanding National Beauty (AONB).

In this section, we fully outline our approach to addressing the research aims and objectives. Our broad approach to delivering the core research is illustrated below:



## Objective 1 - Scoping phase

The scoping phase will consist of an **inception meeting** with Defra stakeholders and **scoping workshops** with key National Parks and AONB stakeholders.

### Inception meeting

We recommend that we kick-off the project with an inception meeting. This initial meeting will allow NatCen to confirm the critical aspects that must be met to ensure the research is a success. We will take into consideration the policy impetus for this research and as suggested in the ITT, projects you may be conducting to ensure that our research design approach is joined up with your other work<sup>43</sup>. In the session, we will verbally share our proposals and design rationale. To aid cross learning, we will also share some of the learnings that we have gained from other research, including the Natural Environment Programme (2020), a study commissioned by Defra to explore existing service provision aimed at encouraging children's use of natural environments within deprived areas of England. The inception meeting will also provide Defra an opportunity to share

<sup>43</sup> Such as the Increasing Children's Engagement with Designated Landscapes project



what their vision of inclusive national landscapes looks like. The core outcomes from the inception meeting will be to:

- Understand the policy background to the requirement
- Confirm why research is required and how you envisage using it
- Confirm the timelines and the dependencies for Defra – for example, what the findings fit into (e.g. marketing campaign)
- Identify the key stakeholders for the scoping phase. We note from the ITT that there are other stakeholders that will be interested in this research; for example, Local Authorities. We would welcome a discussion with Defra on how you envisage these stakeholders will engage with the research.
- Discuss the proposed research design strategies and agree on any refinements
- Confirm the intended audience for the research
- Confirm the desired outcomes for the research

### **Scoping phase**

The scoping phase will be an important building block for the research. We believe that it is vital that those who will be at the forefront of facilitating change input into the research design. We recommend that the scoping is delivered via a stakeholder workshop, with key representatives from National Parks, AONB and Defra (and other stakeholders if this is a requirement).

While the core aim of the scoping phase is to enable NatCen to deliver insights that stakeholders will be able to use to promote universal use of National parks and AONB, it is vital that we also understand the awareness-building and promotional strategies currently used. It is likely that these strategies may intersect with barriers and motivators to use for BAME groups.

The purpose of the workshop will be threefold:

1. It will help us to fully understand what stakeholders want the research to achieve and how they envisage using it
2. It will be used to explore the awareness-building initiatives and other promotional activities that are currently used to encourage engagement
3. It will allow NatCen to understand stakeholders' perspectives on why current strategies are not resonating strongly with BAME groups

It will be important to involve a broad range of stakeholders; ensuring that we have a mix of corporate representatives as well as those who are directly located at the National Parks and AONB. We will work with Defra to identify the key stakeholders to include in the scoping phase, ensuring there is a balance of National Parks and AONB representatives from across England.

We recommend a **half day online workshop** with up to 20 National Parks, AONB stakeholders and Defra representatives. We feel there is real value in bringing National Parks and AONB together, as this will encourage cross pollination of ideas. Given the agenda for greater alignment of National Parks and AONB, it will be important that any strategies that are taken forward are aligned.

To comply with GDPR, to recruit selected stakeholders, we anticipate that Defra will send out email invitations, providing information about the workshop, what participation will involve and what we hope to achieve from the sessions. If the data protection processes are in place and Defra provides contact details, NatCen will be happy to send out invitations. Stakeholders will not be offered a thank you payment because they will be participating in a professional capacity. The table below outlines the suggested workshop structure.

Workshop session	Session details
<b>Introduction</b>	<ul style="list-style-type: none"> <li>NatCen will introduce the research</li> <li>The objectives of the workshops</li> <li>Allocation of participants to breakout groups</li> </ul>
<b>Breakout groups:</b> Building an understanding	<ul style="list-style-type: none"> <li>2 breakout groups taking place concurrently (8-10 per breakout group) with one moderator per group</li> <li>Session will explore: <ul style="list-style-type: none"> <li>How stakeholders will use the research</li> <li>Perceived barriers to BAME engagement Awareness building initiatives and other promotional activities that are currently used</li> <li>Aspects of the strategies that have worked well/not so well</li> </ul> </li> </ul>
<b>Comfort break</b>	
<b>Plenary:</b> Building consensus	<ul style="list-style-type: none"> <li>A Stakeholder representative will report back key messages from their group</li> <li>Session will explore: <ul style="list-style-type: none"> <li>What the focus of the research should be</li> <li>If/How learnings can be used across National Parks and AONB, rural and urban settings</li> </ul> </li> </ul>
<b>Close</b>	<ul style="list-style-type: none"> <li>Researchers will outline next steps for the project; thank stakeholders for attendance; and close the workshop</li> </ul>

A key output from the scoping phase will be a report that fully summarises the key insights from the inception meeting and the workshop. It will also incorporate identified priorities into the research design and fully rationalise how priorities will be addressed within the research. In this report, we will also include the research design plan.

## Objective 2 - Evidence review

We concur with the requirement to conduct an **evidence review** to understand what makes certain initiatives to promote greater BAME engagement with the natural environment successful or unsuccessful and the role of geographical location. It is important that we use a systematic approach to the review, prioritising high quality studies and those that best address the research requirements. We recommend that the review utilises a Rapid Evidence Assessment (REA) methodology: *“A Rapid Evidence Assessment is a tool for getting on top of the available research evidence on a policy issue, as comprehensively as possible, within the constraints of a given timetable”* (Government Social Research Service, 2014). Our methodology will consist of systematic searches, screening, prioritisation, data extraction and synthesis processes designed to efficiently locate evidence to address the research questions.

There is a range of evidence on BAME engagement with the natural environment and initiatives to increase engagement available. For example, the Race, Inclusivity and Environmental



Sustainability Scoping study<sup>44</sup>, which indicates that BAME students were less likely to view the environmental sector as a potential career option than white students. BAME students were likely to perceive the sector as not diverse, even though they were less likely to have experienced it. The ITT has provided references to several studies that would be within scope of this review, including the People and Nature Survey. We will explore with Defra, whether there are known key evidence sources that should be included in the review.

NatCen has substantial experience conducting Rapid Evidence Assessments (REA) for Government clients, including looking at the relationships between [health](#) and [inequality](#) and transport. We know from our inequality and transport research that transport can be integral to improving equality, by increasing access to jobs, education and services. For the Ethnic Diversity of Visitors to England's National Landscapes evidence review, it will be important to look for the levers that support greater BAME engagement with national landscapes and AONB, and identifying what conditions need to be in place to increase engagement.

Our review will include quantitative and qualitative research data sources and will combine various approaches to identifying potentially relevant publications. We will search academic database(s) using a complex search string, databases may include *Scopus*, *Web of Science* and the *Social Sciences Citation Index*. We recommend that we also include grey literature (accessed via *Google Scholar*) that is deemed to be of high quality and relevant for this study. Dependent on available evidence, there may also be reference checks<sup>45</sup> or forwards citation tracking<sup>46</sup>, in addition to any studies that are deemed as highly relevant by Defra.

All of our reviews are aligned with the Civil Service REA Toolkit and the principles of RIGOUR set out in the Aqua Book with thorough and transparent documentation and reporting. Evidence reviews of all types involve systematic searching for evidence, screening, data extraction, and synthesis. Additionally, REAs involve a prioritisation phase in cases where more relevant evidence is available that can be included in the review. NatCen has well developed procedures for all phases of the review process to ensure the highest quality outputs.

An effective search requires well-specified **inclusion criteria**, which in turn requires precisely defined research questions. We will work with Defra to refine these to ensure that research questions are pitched at the correct level of generality, speak to key objectives, and are answerable.

Key research questions may include the following:

- What are the experiences of BAME groups when engaging with national landscapes (depending on available evidence, we may need to also include other natural environments)?
- What are the barriers that BAME groups face when engaging with national landscapes?
  - How do these differ by BAME group?
  - To what extent do they differ to the barriers identified by those from a white background?
- What are the conditions that need to be in place to encourage BAME engagement with national landscapes?
  - How do these differ by BAME group?
  - How do these differ by geography?

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<sup>44</sup> <https://sustainability.nus.org.uk/our-research/our-research-reports/race-inclusivity-and-environmental-sustainability>

<sup>45</sup> Checking reference lists of included or potentially includable studies to find further eligible studies.

<sup>46</sup> Searching for a paper in Google Scholar yields a list of studies that have cited that paper. These can then be screened for inclusion.

The inclusion criteria would typically include publication dates, topics, populations and research methodologies. For this study, we would recommend that only UK evidence is included; this will ensure that we are using evidence that can be directly contextualised to the UK's BAME communities.

**Data extraction** is the first stage of the synthesis of the selected evidence. We will design a framework which allows us to systematically extract evidence that addresses the research questions. This method has the advantage of linking summarised evidence to thematic areas, enabling the evidence for each research question to be easily viewed and interpreted. Within the extraction tool, we will also capture the evidence's research aims, its inclusion criteria and methodology.

We will structure the synthesis by research question, presenting a narrative synthesis of evidence relating to each question in turn. The final write-up of findings will provide 'tables of characteristics' providing basic descriptions of the included evidence, along with a narrative synthesis of that evidence.

**The findings of the REA will have standalone value** and will also be used to refine the design of the qualitative research. Although we have outlined our sampling design within the proposal, there is value in revisiting it after the evidence review. For example, we may find that certain BAME groups face greater barriers in accessing national landscapes, and as such we may want to conduct more interviews with a specific group so that we get a more rounded view of their experiences.

### Objective 3 – Qualitative research

The research questions naturally lend themselves to a qualitative approach. There is already pre-existing evidence that tells us that BAME groups are less engaged with national landscapes than their white counterparts. Evidence also shows that engagement intersects with aspects like social class and whether people live in rural or urban areas. The purpose of the qualitative research therefore is to go deeper, allowing us to explore fully:

- Experiences and perceptions of national landscapes
- Barriers to engagement or greater engagement
- Motivators to greater engagement
- Levers that need to be in place to promote and sustain engagement

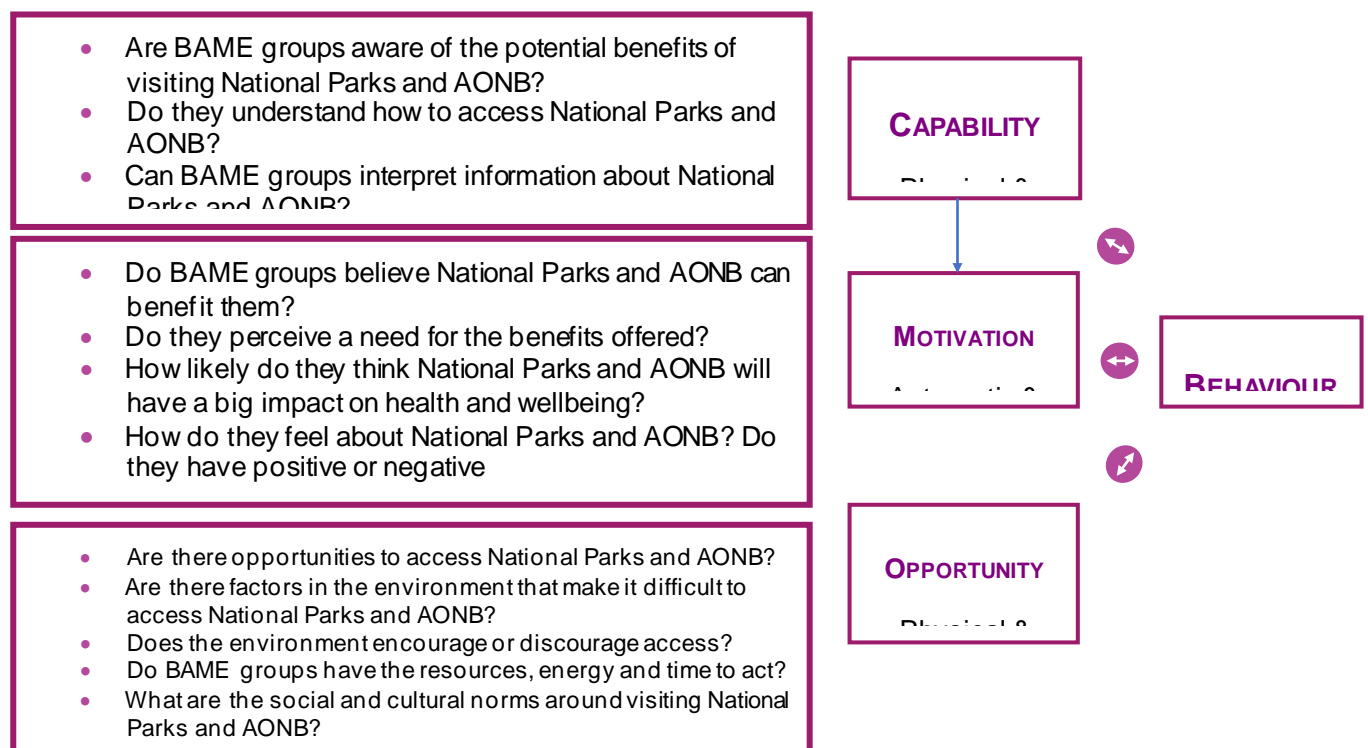
The insights will provide policy makers, National Parks and AONB stakeholders, and other bodies with a robust evidence base that they can use to design interventions that promote greater engagement from BAME communities. The research evidence will also be used to formulate suggestions for shorter and longer-term approaches to increasing BAME engagement with national landscapes. To facilitate this, within our qualitative design, we will apply **behavioural insights theory**. This will enable us to fully look at all the factors that may impact on behaviour in order to design more nuanced suggestions on how to **promote and sustain engagement**.

Applying **behavioural insights theory** will enable Defra and key stakeholders to appropriately target interventions to achieve the desired behaviour change. NatCen is experienced in using behavioural theory in qualitative research. We advise using the COM-B model for this study. COM-

B was designed following a systematic review of behavioural change frameworks in order to improve evidence-led intervention design. COM-B sets out three main aspects of behaviour change: **capability**, **opportunity** and **motivation** and posits that if one or more of these three factors are in deficit it is less likely that behaviour change will occur<sup>47</sup>. NatCen's approach to applying behavioural theory in qualitative research is to incorporate it into data collection, ensuring topic guides cover the dimensions of the COM-B framework, and to use it in conjunction with **case and theme-based data analysis**. As illustrated in the figure below, this approach will not only shed light on which behavioural levers exert an influence, but also how and for whom. This in turn will help to explain what may need to change to enable Defra, National Parks and AONB to achieve the desired behaviour change.

We have successfully used this model for many clients, including a project delivered on behalf of the DWP looking into the behavioural levers of Universal Credit<sup>48</sup> and in a recent study to better understand the behaviours and motivations for complying with High Income Child Benefit Charge delivered for the HMRC.

## COM-B Overview



<sup>47</sup> Michie, S., van Stralen M.M. & West, R. (2011). [The behaviour change wheel: a new method for characterising and designing behaviour change interventions](#). *Implementation Science*, 6, 42

<sup>48</sup> Rahim et al (2017) [Understanding how Universal Credit influences employment behaviour](#).

## Qualitative design

We agree that a qualitative approach will best deliver the rich insights Defra is seeking and have put forward two options for conducting the qualitative research.

**Option 1:** The first option would be delivered within the £60-80k price range and will consist of **45 in-depth interviews** with a cross section of BAME people

**Option 2:** This option would be delivered within the £100-125k price range and will consist of **9 focus groups** across the BAME groups and **20 follow-up in-depth interviews**, with a selected sample of focus group participants.

Both options will provide a strong evidence base for Defra, and its stakeholders to inform your important work.

**Rationale for option 1 (in-depth interviews):** The ITT highlights some of the barriers that BAME groups encounter when they visit natural landscapes. For example, ethnographic research found that BAME visitors reported being subjected to ‘inquisitive looks and comments’ and viewed the countryside as a ‘white’ environment. To fully unpick experiences and perceptions that may also be related to ethnicity, it will be important to understand individual journeys and decision making. In-depth interviews offer a highly effective data collection method, given the potential complexities around motivation and behaviour, as well as some of the sensitive personal experiences that people may have encountered in spaces where BAME groups are not fully represented.

Research<sup>49</sup> shows that across both white and other ethnic groups, those from higher socio-economic groups are more likely to have visited the natural environment in the last seven days. However, even when social class is accounted for, those from other ethnic groups are less likely to have visited. This suggests that for the higher and intermediate managerial groups at least, barriers are likely to be beyond financial constraints. We will therefore be able to explore individual decision making and levers for greater engagement in a space that allows people to confidentially share their experiences; some of which may be sensitive. We have assumed that the in-depth interviews will be 60 minutes in length and will be conducted via online video platforms like Zoom or MS Teams. To ensure that the research is also inclusive of those who may be offline, we will also offer telephone interviews.

**Rationale for option 2 (Focus groups and follow-up in-depth interviews):** **Focus groups** bring together a breadth of views in a single data collection encounter, allowing us to explore the perceptions and experiences of BAME groups. They will allow people to collectively share their experiences, enabling a range of perspectives to surface and deepen participants’ reflection. Our

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<sup>49</sup> <https://www.ethnicity-facts-figures.service.gov.uk/culture-and-community/culture-and-heritage/visits-to-the-natural-environment/latest#by-ethnicity-last-7-days>

focus group design would ensure that group participants share some key characteristics (for example, some cultural similarities, household composition and age) putting them at ease discussing and disclosing issues. We will balance this with diversity of other characteristics (gender, social class), which can lead to a breadth of views; and ensuring that findings could be compared between groups. The groups will be particularly useful for exploring the types of interventions that would encourage greater engagement; and will allow us to un-pick how the interventions can be targeted to appeal to people from across BAME communities. We have assumed that the focus groups will be 90 minutes in length and will be conducted via online video platforms like Zoom or MS Teams.

There are likely to be some barriers to accessing National Parks and AONB that some participants may be uncomfortable sharing in a group setting; for example, financial or culturally specific barriers. We therefore recommend that the focus groups are complemented by **in-depth follow-up interviews** with a selected sample of focus group participants. The interviews would allow us to explore barriers in greater detail, and to have rich perspectives from individuals. We have assumed that the follow-up in-depth interviews will be 60 minutes in length and will be conducted via online video platforms like Zoom or MS Teams.

## Sampling approach

Robust qualitative sampling selects participants ‘purposively’ on the basis of key characteristics that are expected to affect the views, experiences or behaviours that are the subject of the study. We concur that the study lends itself to a case study approach. We will build this case study design around the core criteria of proximity to national landscapes; and then will ensure suitable representation across two other key primary characteristics: BAME grouping and exposure to national landscapes.

We present our first iteration of the sample design below; we will work with you at the outset of the study to refine this further to ensure it is meeting your priorities.

## Primary sampling characteristics

**Proximity to National Parks and AONB:** National Parks and AONB are not evenly distributed across England. As such, proximity and the number of landscapes that are close to individuals are a key consideration in how we structure the sample. For example, people who live close to National Parks and AONB are less likely to have proximity as a barrier. As such, it is important for us to segment our research population on whether people live close to:

- Where there is an **abundance of national landscapes**
- Where there is a **limited number of national landscapes**
- Where there are **no national landscapes**

We will work with Defra, National Parks and AONB to determine density and proximity.

**BAME grouping:** It will be important for the research to be nuanced; ensuring that the experiences, barriers and motivations of different BAME groups are captured. We will ensure that our sample includes a mix of first, second and third generations, including those who have recently settled in England. We suggest that the research consists of three core groupings:

- Black African, Caribbean and Black British
- Pakistani and Bangladeshi
- Other ethnic group (Chinese or Indian)

**Exposure to National Parks and AONB:** A key requirement of the project is to put forward suggestions on how BAME groups can be encouraged to engage with national landscapes more. It will therefore be important for the research to also include people who are currently using or have previously visited National Parks and AONB. This will allow us to understand their experiences; and to explore motivations for visiting. We therefore recommend that the sample consists of three core groups:

- People who have **never used and not interested**
- People who have **never used and are interested**
- People who **have used** (this will include a mix of active and infrequent users)

## Secondary sampling characteristics

It will also be important to monitor a range of secondary criteria to ensure the sample includes participants reflecting a range of other factors that may influence engagement. These could include:

- Social class: whether higher and intermediate managerial, supervisory or junior managerial, manual workers
- Age: 18-34; 35-54; 55+
- Life-stage: Pre family; family; empty nesters
- Location: mix of rural and urban
- Gender

### Option 1 (45 in-depth interviews):

We propose conducting 15 interviews in each of three proximity groupings: those with an abundance of landscapes; limited landscapes; no landscapes

In-depth interviews sample composition				
		Quotas		
Sampling criteria	Characteristics	Abundance of landscapes	Limited landscapes	No landscapes
Ethnicity	Black African, Caribbean and British	5	5	5
	Pakistani and Bangladeshi	5	5	5
	Chinese/Indian	5	5	5
Type of User	Regular and infrequent	Min 3	Min 3	Min 3
	Non-user: interested	Min 5	Min 5	Min 5
	Non-user: not interested	Min 5	Min 5	Min 5

**Option 2 (Focus groups):** We anticipate conducting up to **9 focus groups**, with between 6-8 participants in each group (a maximum of **72 participants**). Who takes part in each group ('group composition') is an important consideration as it can affect how the discussion flows and whether a diverse range of views is collected.

Focus group composition (group 1-3)

Sampling Criteria	Area – Beauty density - <b>abundance of national landscapes</b>		
	Group 1	Group 2	Group 3
<b>Type of user</b>	Non-user (Non interested)	User (Regular and infrequent)	Non-users (Interested)
<b>Ethnicity</b>	Black African, Caribbean and Black British	Pakistani and Bangladeshi	Chinese and Indian
<b>Gender</b>	Mix	Mix	Mix

Focus group composition (group 4-6)

Sampling Criteria	Area – Beauty density - <b>limited number of national landscapes</b>		
	Group 4	Group 5	Group 6
<b>Type of user</b>	User (Regular and infrequent)	Non-users (Interested)	Non-user (Non interested)
<b>Ethnicity</b>	Black African, Caribbean and Black British	Pakistani and Bangladeshi	Chinese and Indian
<b>Gender</b>	Mix	Mix	Mix

Focus group composition (group 7-9)

Sampling Criteria	Area – Beauty density - <b>No national landscapes</b>		
	Group 7	Group 8	Group 9
<b>Type of user</b>	Non-users (Interested)	User (Regular and infrequent)	Non-users (Interested)
<b>Ethnicity</b>	Black African, Caribbean and Black British	Pakistani and Bangladeshi	Chinese and Indian
<b>Gender</b>	Mix	Mix	Mix



**Option 2 (Follow-up interviews):** Participants for the follow-up interviews will be selected from the focus groups. We will target a cross section of cases. The exact sample profile will be informed by the focus group findings and we will share the sampling plan with Defra and key stakeholders in advance.

## Recruitment

Participants will be recruited by Criteria, a trusted recruitment agency who we often collaborate with on qualitative projects with harder-to-reach groups. Criteria is accredited to market research industry standard ISO 20252. They use specialist 'free-find' recruiters who use their local networks and databases of participants who have expressed an interest in taking part in research. They may also need to use snowball techniques with the individuals they recruit. All participants will be given a financial incentive for taking part in the study; we have costed for **£40** per participant

## Conduct of fieldwork

We have extensive experience of conducting in-depth interviews and focus groups and our approach is designed to be:

Collaborative and responsive	Participant-led and participant friendly
<p><b>Collaborative.</b> We will work closely with Defra and National Park and AONB stakeholders in the design of discussion guides and other stimulus materials.</p> <p><b>Responsive.</b> We will draw on the inception meeting and the scoping phase to refine and develop our approach.</p>	<p><b>Participant-led.</b> Our discussion guides will prioritise the spontaneous views and responses of participants, whilst also ensuring that there is structure and consistency in the delivery of groups.</p> <p><b>Participant friendly.</b> The discussion will be interactive and engaging, drawing on a range of stimulus material to encourage reflection and deepen discussions.</p> <p><b>Experienced facilitators.</b> Our team has experience of conducting interviews with BAME participants and is able to encourage open discussions, ensuring all views are represented. Facilitators will also be aware of the sensitive issues some discussions may raise, and will manage the conversation appropriately.</p>

**Current Covid-19 social distancing measures:** While it is likely that restrictions may be lifted by the time some of the interviewing is conducted, it is likely that some people may still have reservations about mixing with strangers. We therefore recommend online face to face interviewing for this study, which will offer participants the convenience of participating without compromising the quality of data generated. Despite interviewing remotely, researchers will still be able to respond to non-verbal cues and share documents. Online modes are as effective as in-person techniques in collecting robust data and answering research aims. We have been using online modes for qualitative research for some time, from in-depth interviews to large-scale deliberative workshops.

**Moderation:** In-depth interviews and focus groups will be moderated by an experienced NatCen facilitator who will be fully immersed in the study and its objectives. Facilitators will be skilled in



ensuring that the discussion is conducted in an ethical way and as participant-led as possible by, for example:

- For groups, we will stress ground rules at the start of the discussion, such as, respecting the views of others, maintaining each other's confidentiality and the voluntary nature of participation
- Ensuring everyone has a chance to contribute to the discussion
- Using the discussion guide flexibly so that all key topics are discussed while ensuring that interesting and relevant issues raised spontaneously by participants are explored
- Monitoring the group dynamics to ensure all participants feel able to contribute and being responsive to any confrontation or collusion between participants.
- Groups and interviews will take place at a time convenient to participants. With permission, all interviews will be digitally recorded on encrypted devices and transcribed verbatim for analysis by our Transcription partner McGowan.

**Fieldwork materials:** Facilitators will draw on a discussion guide to deliver the in-depth interviews and groups. The guide will outline key issues, probes and prompts to inform delivery. The guide will be developed in close collaboration with Defra, National Parks and AONB stakeholders and will be informed by the scoping phase and the Rapid Evidence Review. We will incorporate other relevant stimulus material designed to explore, map and deepen participant reflection. We are committed to ensuring that the fieldwork addresses your needs and the study objectives. We will review emerging findings after each session, and if required, make any necessary tweaks to our approach, in full consultation with Defra and key stakeholders.

## **Analysis**

The transcribed interview data will be managed and analysed using the Framework approach developed by NatCen, and which is now widely used by qualitative social researchers. The Framework approach offers a systematic and robust way to organise and analyse qualitative evidence. It uses a 'matrix' approach to summarise data, identify illustrative verbatim quotes, and conduct theme and case-based analysis. Data can be thematically compared and areas of convergence and dissonance across cases identified adding richness to the analysis.

Using this approach, our first step will be to construct an analytical framework as a basis for organising the data from groups and interviews. The design of the analytical framework will be informed by the research questions and interview themes, and will incorporate the COM-B model of behaviour change. A series of matrices will then be set-up, with each column representing a sub-theme and each row representing an individual case. Data from each interview will then be summarised in the appropriate cell, so the data are ordered systematically and grounded in participants' accounts.

In the final analytic stage we will work through the charted data to carry out case-and-theme-based analysis, drawing out the range of experiences and views, identifying similarities and differences and interrogating the data to seek to explain emergent patterns, typologies and findings. This approach will enable us to compare the understanding, views, experiences and behaviours of different BAME groups and sub-groups in the sample. Before writing the report, the research team will meet to discuss the findings from their analysis and to plan the report. Defra and key stakeholders would be welcome to attend this meeting.

## **Working with stakeholders**

The success of the research hinges on collaborative working between the NatCen team, Defra and key stakeholders. In our Experience and Expertise section, we outline in detail our approach to project management. [REDACTED], and [REDACTED], will take responsibility for the stakeholder relationship management. At the inception meeting, we will agree on processes for communication and how we will work with stakeholders to ensure that they input into the research. We will put in place systems that enable us to be responsive to the needs of Defra and key stakeholders.

To consolidate the research findings and add value, we recommend a final stakeholder **workshop**. The objective of this second workshop would be to **present the key findings of the research** and to stress test solutions generated to ensure that those that are taken forward have tangible benefits. There is also an option for the workshop to take a co-creation approach. **Co-creation works by including research participants into the ideation process**. This approach is commonly used in the commercial world, where brands will bring in customers so that they can hear first-hand customer experiences of how they interact with products.

By allowing a selected few, highly engaged participants into the room (up to five individuals), Defra, National Parks and AONB, will be putting BAME people right at the centre of their strategy, and allowing us to double check that suggestions that are taken forward will resonate with the audiences they are targeted to engage. Co-creation is a powerful way of making people feel they are part of the change process. We will work closely with Defra to design the workshop, so that we make the best use of the time available and agree on the role of the participants. We have assumed that the workshop will be half a day long with key stakeholders attending.

## Integrating findings

NatCen is highly skilled at disseminating different types of information and insights in an accessible manner. We have demonstrated this skill on the many projects we have delivered on your behalf, for example the Engaging Children and Young People from Disadvantaged Backgrounds with the Natural Environment Research. For this study, we will produce a summary report and updated project plan following the scoping phase. Upon completion of the Rapid evidence review we will produce a report with standalone value. Our final report will fully integrated evidence from all phases, including the qualitative research.

We have extensive experience in **producing reports that synthesise data thematically** in a coherent way that corresponds with the aims and objectives of the research. In this case, different report chapters may focus on awareness, experiences, and perceptions to using national landscapes, the range of barriers and enablers that combine for different groups to prompt different behavioural responses. Each behavioural domain from the COM-B model and findings related to behavioural typologies would be explored within each chapter where relevant. Rather than pre-empt what the report will look like at this stage, our approach will be driven by the evidence, ensuring that it is presented in a seamless way. We will produce a report outline that we will refine with Defra and key stakeholders. We will not start drafting until all parties are confident that the report outline will deliver against the core research objectives.

## Outputs

The Improving the Ethnic Diversity of Visitors to England's National Landscapes Research will be of interest to a diverse range of stakeholders, including policy makers, Voluntary, Community, and Social Enterprise organisations, those in the environment sector and Local Authorities. It will therefore be important to ensure that outputs that we produce can be easily interpreted by these diverse audiences. We will work in close consultation with Defra and key stakeholders to ensure that outputs are well targeted

At NatCen we use great design and data visualisation techniques and the latest digital technologies. We regularly produce short summaries of research findings including infographics to visually communicate findings. These summaries can convey key findings to non-technical audiences (for example practitioners or the general public). Infographics are produced by NatCen's in-house Designer who works closely with researchers and clients to agree suitable data visualisations. We can discuss additional infographics outside the report should you required them.

Key project outputs will include the following:

- Scoping report
- Interim report consisting of the Rapid Evidence findings and scoping phase insights
- Final workshop summary report, consisting of the final suggestions for greater engagement
- A full interpretative thematic report that brings all stages of the research together, including suggestions for greater engagement
- A six-page summary report designed in close consultation with Defra (in a set-template)



## E03 – Expertise and Experience

### The Project Team

This project requires a range of methodological expertise as well as a comprehensive understanding of the issues at play. Our team will be led by [REDACTED], with vast experience in conducting research with *hard to reach* groups, including those from BAME communities. [REDACTED] will be supported by [REDACTED] who is highly experienced in conducting research on sensitive topics and with a diverse range of audiences, including those from BAME communities. [REDACTED] will be your day to day contact and will work closely with [REDACTED] to deliver the research to a high standard. [REDACTED] will join the team as lead moderator, and she will also bring substantive expertise to the team

### Allocation of time

Below we have illustrated how the days will be allocated among the project team for both of the project options outlined in E02.

### Option 1: 45 depth interviews

	Quality Director	Project Director	Senior Researchers	Researcher	Research Assistants
Project set- up & management	1	3	5	3	2
Stakeholder Workshops & Scoping	1.75	2	4		
Evidence Review	0.75	4.75	12	10	9
Qualitative Research		4	11	12	12
Reporting & Analysis	2	5	12	7	

### Option 2: 9 focus groups plus 20 follow-up depth interviews

	Quality Director	Project Director	Senior Researchers	Researcher	Research Assistants
Project set- up & management	1	3	5	3	2
Stakeholder Workshops & Scoping	1.75	2	4		
Evidence Review	0.75	4.75	12	10	9
Qualitative Research		4	11	12	12
Reporting & Analysis	2	5	12	7	

### *Our expertise & experience*

NatCen is Britain's leading independent social research organisation with an unrivalled reputation and delivering policy focused research. Some recent examples that match the delivery and evidence requirements of this study are set out below.

#### **Methodological experience:**

NatCen has a reputation for methodological excellence, and we continue to maintain this focus on innovation and improvement through our Methods Hub. We hold regular sessions to share methodological developments internally and have recently featured a range of sessions on the implications of moving a range of research approaches online as a result of the Covid-19 pandemic.

- **Rapid Evidence Assessments:** NatCen has a strong heritage in conducting Rapid Evidence Assessments (REAs) and have well established processes to deliver high quality reviews. We have conducted REAs on a range of topics for clients including the Home Office, DWP, Defra and ICCAN. We also hold the DfT REA call-off contract and have delivered reviews on a wide range of topics.
- **Qualitative research:** NatCen has been at the forefront of the development of qualitative social research, including through the development the systematic approach to qualitative data analysis, known as Framework. Our expertise in all stages of the qualitative research process means that we are trusted to deliver bespoke training for government departments, independent organisations and universities. [REDACTED] is the lead trainer on the Depth Interview course. Our expert facilitators use a range of tried and tested techniques to 'get below the surface' and provide a nuanced understanding of attitudes, behaviours and the factors underpinning them.

- **Workshops:** We regularly hold **workshops** for a range of purposes to gather stakeholder and policy customer insights. Our team have delivered workshops for a diverse range of clients and with stakeholders responsible for diverse portfolios. Our workshops are targeted, ensuring that they have relevance for all stakeholders. We have delivered workshops for clients like DfT, DWP Defra and Citizens Advice.

### Projects on the environment:

- **Engaging children and young people from disadvantaged backgrounds with the natural environment (2020)**, Defra commissioned NatCen to conduct this research into current provision of natural environment activities outside of school. Previous research indicated that there is inequality in engagement, with children and young people from disadvantaged backgrounds facing particular challenges in accessing the natural environment. The aim was to identify the extent to which children and young people from disadvantaged backgrounds access the opportunities available, the barriers and challenges that are present, and how best practice can be built upon and current provision optimised to improve engagement. The research consisted of interviews with national stakeholders, a survey of local provision in England, interviews with providers and focus groups with diverse range of children and young people (low socioeconomic backgrounds and BAME groups).
- **Citizen Engagement on the Environment.** This two-year project, funded by Defra, demonstrates our understanding of your topic area and experience in how to research public attitudes to the environment. The core of the project involved a series of weekend long deliberative workshops with around 100 citizens in England and a series of online focus groups to explore public attitudes, values and priorities on the environment. We also completed an evidence review on the same topics helping set a benchmark from which Defra can inform their own work on environmental policy making. The findings illustrated the range of ways different members of the public relate to the environment and landscapes and illuminated the importance of different approaches and messaging for different groups of publics. The research demonstrated the need to appeal to groups with distinct values differently.

### Our research on equality and inclusion:

- Exploring **ethnic disparities in experiences with 1) policing 2) in education and 3) employment outcomes (2020)**. NatCen conducted a series of research projects with young BAME groups on behalf of the Commission on Race and Ethnic Disparities using a combination of focus groups and depth interviews. The first project explored the ethnic disparities in stop and search procedures, including building trust between communities and the police force. For the second study, focus groups with young BAME people explored their experiences of accessing higher education opportunities, including selecting courses, applications and interview processes. The research on employment explored experiences of accessing employment among young BAME people and white working-class groups across the UK. NatCen successfully worked with our partner, Criteria, on recruitment for these projects, so we are confident that Criteria would be able to deliver participants for this study.
- **Ethnic, religious and gender differences in intragenerational economic mobility in England and Wales (2020)**. This ESRC grant-funded study examined the intragenerational economic mobility of individuals between 1971 and 2011 using census data. The findings suggest more downward and less upward mobility among most BME groups relative to white British groups, and that these persistent inequalities will only be effectively addressed with attention to structural factors.
- **Navigating the White research space (2020)**. A workshop for early career BME researchers, funded by the Social Policy Association. The workshop used an 'open space' research method to collect preliminary group-level data on the experiences of BME researchers working in predominantly White spaces, including how current notions of 'whiteness' and 'Britishness' relate to barriers faced by BAME researchers. The workshop also led to the creation of an advisory group for support and continued development.

- **Enhancing Diversity in Policing (2018).** NatCen was commissioned by the Police Transformation Fund Team to inform a review of the implementation of the diversity agenda across UK police forces, and focusing on improving BAME representation within the workforce in particular. The study included a landscape review of current policies and documents; a Rapid Evidence Assessment (REA) to identify relevant literature and an external review exploring strategies implemented by non-policing bodies.
- **Racial prejudice in Britain today (2017).** NatCen and the Runnymede Trust used data from NatCen's British Social Attitudes Survey to examine changes in racial prejudice over the past 30 years. The report highlighted that compared to other social attitudes, attitudes to race appear more stable with a considerable minority describing themselves as prejudiced, and sound reasons to believe both that the actual prevalence of racial prejudice is likely to be higher. It concluded that it might be important to consider the connections between individual-level prejudice and institutional racism.

## E04 - Project Management, Quality Assurance, Risk Management, and Data Security

The Ethnic Diversity of Visitors to England's National Landscapes research is an important programme for Defra and its stakeholders. As such, it is important that your research partner has experience of delivering research that is highly nuanced and is dependent on input from a range of stakeholders.

NatCen has extensive experience of managing research that is used to inform policy and we will be able to draw on the many programmes we have delivered across Government Departments.

### Our approach to project management

This multi-phase project requires robust project management processes. We will utilise our proven project and risk management approaches to ensure quality, reliability and efficiency. The key elements of our approach to providing excellent customer service and project management are:

- The development of strong collaborative relationships with partners, clients and stakeholders;
- Regular communication with clients in a format, and of a frequency, that best suits their needs and the aims of the project;
- A continued and strong focus on project aims and deliverables;
- Effective project management processes for planning, timetabling and reviewing project progress;
- Flexible and proactive resource planning, ensuring that we maintain a strong project team with effective leadership which retains its capacity and resources over the life of the project;
- Clear roles and responsibilities assigned across NatCen internally and with partner organisations;
- Robust approach to risk assessment and management.

To achieve this, we use a PRINCE2 approach, whilst placing significant emphasis on responsiveness to change and flexibility. PRINCE2 is one of the most widely recognised project management methodologies. We use it because of its clarity, emphasis on governance, the wide range of templates and techniques it provides, and its use of formal milestones and review points within a stage-based framework. For example, we use written specifications for key outputs, change control for handling evolving requirements effectively, and continual review and improvement via a project review process. This proven approach will deliver the required outputs on time and within budget to ensure project goals are met.

In all the work we do, NatCen is committed to minimising impacts on the environment. This is reflected in our ISO-14001 accreditation, the internationally recognised standard for environmental management. We have a dedicated Environmental Management Team who work to measure and

reduce carbon emissions across our supply chains and in our everyday working lives. We will seek to further reduce our impact by taking actions such as printing only what is necessary (using recycled paper).

## **Project plan**

We will utilise PRINCE2 methodology as described above to manage resources, follow the critical path, and mitigate risks. We have provided a Gantt chart at annex A setting out our approach to achieving the key milestones. Following the inception meeting and scoping phase, we will develop a full project plan including start and end dates, interdependencies, owners and quality standards clearly identified. The main project management tool we will use to monitor the above will be Microsoft Project. This software communicates the schedule to all parties and encourages fully thought-through planning, as the schedule is created by setting durations and dependencies, rather than fitting tasks into an already defined set of dates.

## **Robust project governance**

The team for the project will be led by [REDACTED] who will have overall responsibility delivering the research to the set objectives and to a high quality. He will be supported by [REDACTED] who will act as the main point of contact for Defra. [REDACTED] and [REDACTED] report into NatCen's **Head of Communities, Work & Income**, [REDACTED] who has overall responsibility for all projects within the team and will act as a sounding board and overall Quality Director for this project. Where issues are raised these will be escalated internally to [REDACTED] who will maintain oversight throughout and liaise with Defra where required.

Clear lines of responsibility for different aspects of the project will be explicitly assigned to members of the research team, so it is clear who owns which tasks and progress against them can be regularly monitored.

## **Communication with Defra**

Our strategy for communication with Defra draws on experience of what has worked well on previous government studies and is designed to ensure: shared objectives from the outset; clarity about deliverables and outputs; that the project addresses policy needs and responds to changes; shared up-to-date knowledge of progress; and timely and effective response to any challenges and changes. We are committed to transparency in our relationships with clients; as such, the project team will keep the Defra Project Manager updated with developments and involve them in all key decisions.

As part of our project inception, we will agree on a protocol for keeping you updated. As a minimum, we envisage weekly catch-up calls, these will be particularly crucial as we set-up the project. Calls will be supplemented by regular email updates and telephone conversations. We will not over-burden you; where there are challenges arising on the project, we will present a range of solutions for your consideration. As part of our project management audit trail, we will circulate an agenda ahead of our weekly call and we will provide a summary write up of the meeting; highlighting key outcomes and actions and assigning actions to the relevant owners.

## **Change management**

We recognise that projects are often subject to changes which can be driven by a number of internal and external factors. We will use the regular updates with Defra to ensure that we are abreast of any relevant changes to policy and to the needs of the Department. Our research capacity means we will be able to respond flexibly and effectively to changing demands. This



flexible approach ensures that any issues are communicated and resolved collaboratively in a timely manner.

We will utilise PRINCE2 change management protocols to ensure any required or proposed changes to the original specification that arise are carefully considered and managed. A further advantage of using Microsoft Project is the ability to assess the impact of changes on the current schedule. As the timetable is built on assumptions made at the planning stage, should tasks change or delays occur, the implications can be seen and informed decisions taken around whether milestones need to change or whether changes can be absorbed within the current plan. Should the requirements of the project change beyond initially defined tolerances, changes will be assessed in line with our change control procedure within our Quality Management System. The change control procedure employed will involve promptly following a series of defined stages, in collaboration with Defra where appropriate. These would involve categorising the change (type, reason, importance, priority), making an impact assessment (cost, timetable, resource, risk), communication and consideration, and agreeing an outcome and/or implementation.

We have sufficient numbers of research specialists that in the event of permanent or temporary changes to the project team, replacements can be drawn from researchers with equivalent knowledge and skills. In these circumstances we also ensure a full briefing and handover period between researchers. NatCen's Quality Management System (QMS) ensures that links to key project documentation are securely stored in a central project checklist, and accessible to new team members. All senior staff are on notice periods of at least three months, allowing adequate time for handover. Any replacements will be agreed with Defra.

## **Proven approach to quality assurance**

NatCen has a reputation for **high quality delivery**, with extensive experience of managing large and complex research projects. Our quality procedures are all documented covering all stages of the research process, and these are supported by internal audit, best-practice sharing, and staff training. QMS procedures are also supported by additional guidance that provides more information about internal working practices, industry best practices, and specific client requirements.

Our QMS is already aligned with externally recognised standards and is therefore subject to full scrutiny by external auditors, as part of NatCen achieving and maintaining accreditation to the **ISO 20252 Standard for Market, Opinion and Social Research**. The feedback from auditors confirms NatCen's commitment to the highest standards. In 2019 our auditors concluded that NatCen "clearly embraces quality and the need for continuous improvement by reviewing processes and procedures". They observed that "there is a very impressive approach to continual improvement, led from the top but with empowerment at all levels".

Our quality control procedures for this contract have been informed by our extensive experience of designing and delivering large research projects, and the collection and processing of data. Key processes to ensure we meet the specified service levels will include:

- **Detailed Quality Assurance Plan** will be developed by the project lead, signed off by the quality director, and then cascaded to all team members.
- Quality assurance for evidence review: we are guided by best practice for the conduct and reporting of evidence reviews, including the Cochrane Collaboration's MECIR Conduct and Reporting standards and the Campbell Collaborations' MEC2IR Conduct and Reporting standards. The scope and methodology for the review will be agreed in advance with Defra and a documented protocol will be drawn up and submitted for sign off. The protocol will cover the review inclusion criteria, search strategy, and methodology for data collection and evidence synthesis. This will ensure that there is clarity about how the review is being carried out.



The Project Lead will ensure that team members carry out searches and data extraction in a consistent way, checking the quality of work to ensure that evidence searches have been comprehensive and inclusion criteria are being applied consistently. We employ a number of strategies to ensure that documents are being appraised consistently, including between different staff members. We produce clear, written guidelines that cover all aspects of the process, including the search criteria, inclusion and exclusion criteria, topic relevance, weight of evidence and the process for extracting and recording information. This written document is supported by a face-to-face briefing led by a senior member of the team with all researchers working on the review, to ensure that everyone is familiar with the guidelines and that the guidelines are understood. Throughout the process there will also be regular team meetings to facilitate discussion of the process and allow researchers to feedback to each other and the project lead.

- **Ethical conduct of fieldwork:** we are committed to ensuring all of our studies are delivered ethically. We have an internal research ethics committee, made up of a selection of our senior colleagues from across the organisation, who scrutinise all of our research projects. This study will undergo internal ethical scrutiny and any issues or suggestions will be fed back to Defra and resolutions promptly agreed. Specific ethical issues for this research concern the potential sensitivity of the topics under discussion, making sure participants do not experience any distress as a result of participating and ensuring confidentiality and anonymity.
- **Quality assurance for qualitative analysis:** We will use the Framework approach to manage qualitative data and conduct analysis ensuring consistency and comprehensiveness in summarising the qualitative data. This uses a 'matrix' approach to conduct theme and case-based analysis and was developed at NatCen for use in applied policy research. These matrices facilitate a systematic and comprehensive approach to interpretation, exploring a particular theme displaying the range of views or behaviours described by participants, and enabling comparisons. The Framework approach is embedded in the qualitative NVivo software which allows documented links back to each transcript, ensuring that summaries can be easily quality assured.
- **Reporting:** Our [REDACTED] will ensure deliverables meet the key research requirements. He will assign experienced researchers to undertake specific analysis and draft chapters using rigorous analytical approaches. We have procedures for all written reports that all team members will follow to ensure a consistent approach. For example, all written reports will include technical details of the research methodology and data analysis processes. A checklist will be provided covering all key elements of the project including objectives, sample or recruitment procedures, discussion guide, and other methodological issues.
- **Procedures for handling complaints from potential and actual respondents:** NatCen has a well-established system to document, review and resolve complaints which all partners are expected to comply with. Complaints will be logged and brought to the attention of the project lead within 24 hours, in accordance with the specified complaints KPI, and will receive a response within ten working days. We will notify Defra of any complaints received and discuss proposed corrective actions.
- **Continuous improvement:** NatCen has an established Project Review procedure which is embedded in our QMS. This ensures that lessons learned from previous projects (positive and negative) are analysed and shape our future ways of working. Within our QMS, systems have been established to effectively monitor and manage the research processes and quality management system, eliminate identified and potential non-compliances and resolve errors.

## Data security

NatCen Social Research fully recognises the need for ensuring the security of data we hold and operates to extremely high standards in respect of confidentiality and anonymity. NatCen is fully accredited to **ISO 27001 the international standard for information security** and is subject to annual external audits of our procedures to maintain this accreditation. We also hold Cyber

Essentials Plus Certification. All staff undertake information security training when they first join NatCen and are fully aware of information security requirements. In addition, they undergo mandatory refresher training in addition to periodic training, such as GDPR courses. Every project we undertake has its own separate network folder, and access to this information is controlled using a data security plan. Only people directly involved with a project have access to the data.

All third parties that undertake work on personal or other confidential information on behalf of NatCen are required to demonstrate and provide evidence that their work complies with our information security procedures and the best practice principles defined within the ISO 27001 standard. As part of this, they need to sign a third-party agreement and adhere to it at all times. Criteria, our recruitment partner and McGowan our Transcribing partner for the qualitative research work to the same standards as NatCen and we have partnered with them on several high-profile projects.

Members of the public are given an assurance that no information which could be used to identify them will be made available without their agreement to anyone outside NatCen. All research participants are made aware of their data subject rights through the use of a privacy notice tailored to each individual project. We will agree the exact contents of the notice with Defra.

To ensure integrity and confidentiality, all data and files held by NatCen are classified to one of three different levels, with each level having its own specific requirements for how the data are stored, handled and transmitted. In particular, any data containing personal details is deemed to be 'Respondent Confidential'. For such data, protection against the disclosure of respondent identities – whether by direct association with a name or address or by indirectly associating information disclosed during the interview – is built into all stages of the process.

With participant permission, qualitative data will be collected recorded using secure digital recording software. Documents or files containing data about a participant are identified by serial number and stored securely separate from documents containing names and addresses. Data transfers (including the transfer of any unpublished outputs) between NatCen and Defra will need to be carried out securely. We have established a secure FTP server to transfer data to which relevant Defra staff will have password-controlled access.

NatCen will agree a data retention period with Defra. Once this period has expired, data will be securely deleted to DoD 7 standards, ensuring data cannot be reinstated

## **Risk management tools and processes**

Risk management is an essential component of our team's project and quality management processes, which have been successfully utilised to deliver many similar projects for government departments. Our dynamic approach to anticipating, evaluating and mitigating risks builds on the Management of Risks (M\_o\_R®) and PRINCE2 best practice principles within the context of social research. In practice, this means overall [REDACTED] will be responsible for developing and maintaining a project-specific risk register. The register includes risk ratings (likelihood and impact) to establish severity of each risk and agree suitable owners, mitigations and contingencies. The register will be monitored throughout delivery via project review meetings and analysis of progress and performance data. This proactive approach will ensure responsiveness to changing risks or ratings and that suitable actions are agreed by the owner where required

Risk	Likelihood	Impact	Counter-measures and contingencies
Research fails to generate required outputs meaning research questions are not fully answered	M	H	<ul style="list-style-type: none"> <li>• <b>At project inception, outline plans</b> informed by previous delivery of similar research are utilised to inform strategy</li> <li>• <b>Close communication with Defra</b> throughout the project to ensure approach will meet requirements</li> <li>• <b>Regular cross-team meetings to ensure alignment/synergy</b> across all research components;</li> <li>• <b>Close communication maintained with Defra</b> to adapt event structure/materials as early as possible</li> <li>• <b>Structure and outline content</b> of reports agreed in advance with Defra</li> <li>• <b>Outputs delivered with sufficient time for comments</b> and two rounds of redrafting.</li> </ul>
Unable to implement the project or deliver within required timetable	L	H	<ul style="list-style-type: none"> <li>• Project delivery governed by <b>robust quality management system</b> and procedures</li> <li>• <b>Strong communication</b> between NatCen and Defra to agree detailed and realistic timetable, key milestones, dependencies and responsibilities prior to start date;</li> <li>• <b>Project plan closely monitored</b> by experienced project manager throughout the project</li> <li>• As a contingency, we can <b>review the timetable with Defra</b> to identify flexibility, and resources can be redeployed to address timetable slippages.</li> </ul>
Unable to recruit sample of participants for qualitative interviews/ focus groups	M	H	<ul style="list-style-type: none"> <li>• <b>Regular communication with recruitment agency</b> to identify risks and agree mitigation measures.</li> <li>• <b>Evidence based strategies to engage potential participants</b> including clarity of offer, accessible materials.</li> </ul>

# SCHEDULE 2 - PRICING

From COMMERCIAL PRICING PROPOSAL – As Submitted by NatCen

**Tender Price: £74,999.50**

	Financial years (April – March)					
	YEAR 2019 -2020	YEAR 2020-2021	N/A	N/A	N/A	Total
	£	£	£	£	£	£
Staff costs	65242.5	0	0	0	0	65242.50
Consumables	9757	0	0	0	0	9757.00
Equipment	0	0	0	0	0	0.00
Travel expenses	0	0	0	0	0	0.00
Overheads	0	0	0	0	0	0.00
Sub contracts[1]	0	0	0	0	0	0.00
Other	0	0	0	0	0	0.00
Total costs	74999.5	0	0	0	0	74999.50
VAT (FINANCIAL year)						0.00

1 The Customer, will pay to the Contractor no more than the fixed sum of **£74,999.50** (exclusive of VAT)

Year	Amount
2021/2022	74,999.50
Total	<b>£74,999.50</b>

- Subject to any variation of the Project, the amount in paragraph 1, above, shall remain firm throughout the duration of the Agreement.
- In the event that the Agreement is varied, the amount in paragraph 1 shall be adjusted by such reasonable sum as may be agreed, in writing, between the Customer and the Contractor.
- The Contractor will be paid by invoice following satisfactory completion of each of the deliverables in the Deliverable Table below
- Within 30 days of receiving an invoice satisfactory to the Customer, the Customer shall pay to the Contractor the amount of the Eligible Costs which the Customer reasonably consider to have been properly incurred by the Contractor in the carrying out of the Project during the relevant period.



[illegible]

# SCHEDULE 3 - CHANGE CONTROL

## Contract Change Note ("CCN")

<b>CCN Number</b>	
<b>Contract Reference Number &amp; Title</b>	
<b>Variation Title</b>	
<b>Number of Pages</b>	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (See Annexe [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Bravo.

## SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION CONFIDENTIALITY	OF
Staff day rates	06/05/2021	Indefinetly	
Staff CVs	06/05/2021	Indefinetly	
Methodology in proposal	06/05/2021	Indefinetly	



# SCHEDULE 5 - PROCESSING, PERSONAL

## DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, 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:



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

National Centre for Social Research of



4. The Contractor 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 Contractor is the Processor in accordance with Clause E2.1.
Subject matter of the processing	Personal data on Authority and Contractor personnel will be processed and retained during the duration of the project to ensure effective liaison between the authority and the contractor and enable delivery of the contract
Duration of the processing	The processing takes place throughout the course of the contract.  (12 April 2021 and 7 January 2021 or 31 March 2022 (if extended))

Nature and purposes of the processing	Storage and use of personal data
Type of Personal Data	Names, employment addresses telephone numbers and email addresses and CVs of Defra and Contractor personnel.
Categories of Data Subject	Authority and Contractor personnel
<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 Contractor will destroy all data on termination of the contract. The Authority will destroy all data relating to the contract, 6 years after the end of the contract.</p> <p>Data collected by the Contractor and our sub-contractor, will be retained until the contract has been formally completed. After that point, personal details will be destroyed.</p>

# SCHEDULE 6 - NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT is made the 14th day of May 2021 (the "Commencement Date")

BETWEEN:

NatCen Social Research of [insert full address but if registered company please insert the following - (registered in England and Wales under number 4392418) whose registered office is situated at [REDACTED] (the "Contractor");

and [REDACTED] (the "Disclosee").

(each a "Party" and together the "Parties").

WHEREAS:

- (a) The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the "Authority") to provide goods and/or services to the Authority in an agreement dated [insert date] (the "Contract").
- (b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is an [insert employee, professional advisor or consultant] of the Contractor engaged in the provision of certain goods and/or services to the Authority in support of or in connection with the goods and/or services to be provided by the Contractor under the Contract.
- (c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.
- (d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

## Definition and Interpretation

1. In this Agreement:

- a) "Confidential Information" means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of

which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679); whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

b) "Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.

2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

## **CONFIDENTIALITY**

6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor's delivery of the goods and/or services under the Contract without the prior written permission of the Authority.
7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.
8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.
9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.
10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.
11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the

Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.

12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.
14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
  - 14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
  - 14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
  - 14.3 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
  - 14.4 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.

19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

## GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.
25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIGNED by the authorised signatory for and on behalf of the Contractor:

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SIGNED by the Disclosee:



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**SCHEDULE 7 - CONTRACTOR AND THIRD PARTY SOFTWARE – N/A**

CONTRACTOR SOFTWARE

For the purposes of this Schedule 7, “**Contractor Software**” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Goods and/or Services.

Contractor Software comprises:

[illegible]

### THIRD PARTY SOFTWARE

For the purposes of this Schedule 7, "**Third Party Software**" means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Goods and/or Services including the software specified in this Schedule 7.

Third Party Software comprises:

[illegible]

# SCHEDULE 8 - SECURITY REQUIREMENTS, POLICY AND PLAN – ATTACHED AS ANNEX A

## INTERPRETATION AND DEFINITION

For the purposes of this Schedule 8, unless the context otherwise requires the following provisions shall have the meanings given to them below:

**“Breach of Security”** means the occurrence of unauthorised access to or use of the Premises, the Premises, the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

**“Contractor Equipment”** means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

**“Contractor Software”** means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Goods and/or Services and which is specified as such in Schedule 7.

**“ICT”** means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

**“Protectively Marked”** shall have the meaning as set out in the Security Policy Framework.

**“Security Plan”** means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 8.

**“Software”** means Specially Written Software, Contractor Software and Third Party Software.

**“Specially Written Software”** means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

**“Third Party Software”** means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Goods and/or Services including the software and which is specified as such in Schedule 7.

## 1. INTRODUCTION

This Schedule 8 covers:

- 1.1 principles of security for the Contractor System, derived from the Security Policy Framework, including without limitation principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.



## **2. PRINCIPLES OF SECURITY**

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
  - 2.2.1 is in accordance with Good Industry Practice and Law;
  - 2.2.2 complies with Security Policy Framework; and
  - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
  - 2.3.1 loss of integrity of Authority Data;
  - 2.3.2 loss of confidentiality of Authority Data;
  - 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
  - 2.3.4 unauthorised access to network elements, buildings, the Premises, and tools used by the Contractor in the provision of the Services;
  - 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
  - 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.

## **3. SECURITY PLAN**

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 8.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.
- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for approval the final Security Plan which will be based on the draft Security Plan set out herein.
- 3.4 If the Security Plan is approved by the Authority it will be adopted immediately. If the Security Plan is not approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. If the Authority does not approve the Security Plan following its resubmission, the matter will be resolved in accordance with clause 12 (Dispute Resolution). No approval to be given by the Authority pursuant to this paragraph 3.4 may

be unreasonably withheld or delayed. However any failure to approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.

- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:

- 3.5.1 the provisions of this Schedule 8;
- 3.5.2 the provisions of Schedule 1 relating to security;
- 3.5.3 the Information Assurance Standards;
- 3.5.4 the data protection compliance guidance produced by the Authority;
- 3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
- 3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
- 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.

- 3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.

- 3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.

- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.

- 3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 8.

#### **4. AMENDMENT AND REVISION**

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:

- 4.1.1 emerging changes in Good Industry Practice;
- 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
- 4.1.3 any new perceived or changed threats to the Contractor System;

- 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
- 4.1.5 a reasonable request by the Authority.

- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a CCN and shall not be implemented until Approved.

## **5. AUDIT AND TESTING**

- 5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be agreed in advance with the Authority.
- 5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.4 Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

## **6. BREACH OF SECURITY**

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
  - 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and

6.2.2 prevent an equivalent breach in the future.

- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the CCN procedure set out in Schedule 3.
- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

#### **APPENDIX 1- OUTLINE SECURITY PLAN**

#### **APPENDIX 2 - SECURITY POLICY: SECURITY POLICY FRAMEWORK**

A copy of the Security Policy Framework may be found at:

<https://www.gov.uk/government/publications/security-policy-framework>

# ANNEX A – NatCen’s Security Plan

# NatCen

**Social Research** that works for society

## Improving Ethnic Diversity of Visitors to National Landscapes: Security Plan

### *NatCen’s Data Security Policy*

[REDACTED]

Security on [REDACTED] *Improving Ethnic Diversity of Visitors to National Landscapes*

### *Roles and responsibilities*

[REDACTED]

### *Respondent confidential information*

[REDACTED]

\_\_\_\_\_

- ### ***Third Parties***

[REDACTED]

[REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

[REDACTED]