



Department
for Environment
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[REDACTED]

[REDACTED]

Research Services (Science Area, Humanities, Social Sciences &
GLAM)
University of Oxford
2nd Floor, Robert Hooke Building
Parks Road
Oxford
OX1 3PR

Your ref: ecm_56281
Our ref: 27511
Date: 25th September
2019

Dear [REDACTED]

Award of contract for the supply of an Eco-metric Approach to Growing Natural Capital Phase 3.

Following your tender for the supply of the piloting and evaluation of the draft Eco-metric Approach for Growing Natural Capital Phase 3, we are pleased to award this contract to you.

This Award Letter and its Annexes set out the terms of the contract between Natural England as the Customer and the University of Oxford as the Contractor for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The Services shall be performed at the Customer’s premises, Nobel House, 2 Marsham Street, 17 Smith Square, London, SW1P 3JR and the Contractor’s premises, the Environmental Change Institute, Oxford University Centre for the Environment, University of Oxford, South Parks Road, Oxford, OX1 3QY. The services will also be performed at steering group meetings, where the venues are to be confirmed.
- 2) The charges for the Services shall be as set out in Schedule 3 the Contractor’s quotation dated 4th September 2019.

- 3) The specification of the Services to be supplied is as set out in Schedule 2 and in the Contractor's quotation dated 4th September 2019 in Schedule 5.
- 4) The Term shall commence on 23rd September 2019 and the Expiry Date shall be 31st March 2020 unless extended or subject to early termination.
- 5) The address for notices of the Parties are:

Customer

Floor 2
Arndale House
Manchester Arndale
Manchester
M4 3AQ

Contractor

University of Oxford
Wellington Square
Oxford
OX1 2JD

Attention: [REDACTED]

Email: [REDACTED]

Attention: [REDACTED]

[REDACTED]
Email: [REDACTED]

- 6) The following persons are Key Personnel for the purposes of the Agreement:

Name: [REDACTED]

Name: [REDACTED]

Title: [REDACTED]

Natural England
Title: [REDACTED], Environmental
Change Institute, University of
Oxford.

- 7) For the purposes of the Agreement the Staff Vetting Procedures, data security requirements, equality and diversity policy and environmental policy are to be found on <https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/about/procurement>.
- 8) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.neg@sscl.gov.uk. Within 10 Working Days of receipt of your

acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Accounts-Payable.neg@sscl.gov.uk 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED] or, in their absence, [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract

Yours sincerely

[REDACTED]
DEFRA Group Commercial

[REDACTED]
[REDACTED]
[REDACTED]



Short Form Contract

Provision of Services (Natural England)

Ecm_56281 Eco-metric Approach to Growing Natural Capital Phase 3.

September 2019

THIS CONTRACT is dated 25th September 2019

BETWEEN

NATURAL ENGLAND of Nobel House, 2 Marsham Street, 17 Smith Square, London, SW1P 3JR (the “Authority”); and

THE CHANCELLOR, MASTERS & SCHOLARS OF THE UNIVERSITY OF OXFORD, whose administrative offices are at Wellington Square, Oxford, OX1 2JD (the “Supplier”)

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

BACKGROUND

- a) The Authority requires the services set out in Schedule 2 (the “Services”).
- b) The Authority has awarded this contract for the Services to the Supplier and the Supplier agrees to provide the Services in accordance with the terms of the contract.

AGREED TERMS

1. Definitions and Interpretation

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

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

‘Authority Website’: www.naturalengland.org.uk

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

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

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

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

'Data Protection Impact Assessment': an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. 'Data Protection Legislation': (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

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

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

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

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

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

'DPA 2018': the Data Protection Act 2018.

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

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

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

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

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

'Intellectual Property Rights': any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

'IP Materials': all Intellectual Property Rights which are:

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

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

'LED': Law Enforcement Directive (Directive (EU) 2016/680).

'Personal Data': has the meaning given in the GDPR.

'Personal Data Breach': has the meaning given in the GDPR.

'Price': the price for the Services set out in Schedule 3.

'Processor': has the meaning given in the GDPR.

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

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

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

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

'Sub-contractor': third parties which enter into a Sub-contract with the Supplier.

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

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

‘VAT’: Value Added Tax.

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

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

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

2. Contract and Contract Term

2.1 The Supplier shall provide the Authority with the services set out in Schedule 2 (the “Services”) in accordance with the terms and conditions of the Contract.

2.2 The Contract is effective on 23rd September 2019 (the “Commencement Date”) and ends on 31st March 2020 (the “Expiry Date”) unless terminated early or extended in accordance with the Contract.

3. Price and Payment

3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.

3.2 The Authority shall:

- a) provide the Supplier with a purchase order number ("PO Number"); and
- b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

3.3 A Valid Invoice shall:

- a) contain the correct PO Number;
- b) express the sum invoiced in sterling; and
- c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

3.4 The Supplier shall submit invoices, as set out in the payment schedule in Schedule 3, to the Authority at the following addresses:
AccountsPayable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ

3.5 The Supplier acknowledges that:

- a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
- b) invoices which do not include the information set out in Clause 3.3 will be rejected.

3.6 Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

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

4. Extension of the Contract

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

5. Warranties and Representations

5.1 The Supplier warrants and represents for the Contract Term that:

- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- b) the Contract is executed by a duly authorised representative of the Supplier;
- c) in entering the Contract it has not committed any Fraud;
- d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

- 5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:
- a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
 - b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and
 - c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.
6. Service Standards
- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
- a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred;
- or
- b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.

- 6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.
- 6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- 6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.
- 6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

7. Termination

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

- d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
- e) subject to Clause 7.3, the Supplier commits a Default;
- f) there is a change of control of the Supplier; or
- g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8. Consequences of Expiry or Termination

8.1 If the Authority terminates the Contract under Clause 7.2:

- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
- b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

8.2 On expiry or termination of the Contract the Supplier shall:

- a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
- b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

8.3 Save as otherwise expressly provided in the Contract:

- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9. Liability, Indemnity and Insurance

9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- a) death or personal injury caused by its negligence;
- b) Fraud or fraudulent misrepresentation; or
- c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.

9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

9.4 Subject to Clause 9.1:

- a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
- b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.

- 9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.
- 9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.
10. Confidentiality and Data Protection
- 10.1. Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.
- 10.2. Clause 10.1 shall not apply to any disclosure of information:
- a) required by any applicable law;
 - b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
 - c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1;
or

- d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.
- 10.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 4. The only processing that the Supplier is authorised to do is listed in Schedule 4 by the Authority and may not be determined by the Supplier.
- 10.4. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 10.5. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a. process that Personal Data only in accordance with Schedule 4 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;
- c. ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 4);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Supplier's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

- 10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:
- a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.
- 10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- a. the Authority with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Authority following any Data Loss Event;
 - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- a. the Authority determines that the processing is not occasional;

- b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10.11. The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- 10.12. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- a. notify the Authority in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Authority; and
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and
 - d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 10.14. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 10.15. The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11. Freedom of Information

- 11.1. The Supplier acknowledges that the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Information Acts") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.

11.2. If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

12. Intellectual Property Rights

12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.

12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13. Prevention of Corruption and Fraud

13.1. The Supplier shall act within the provisions of the Bribery Act 2010.

13.2. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.

13.3. The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14. Discrimination

14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15. Environmental and Ethical Policies

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

16. Health and Safety

- 16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.
- 16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.
- 16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.
- 16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.
- 16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) shall be made available to the Authority on request.

17. Monitoring and Audit

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

18. Transfer and Sub-Contracting

- 18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.
- 18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:
 - a) remain responsible to the Authority for the performance of its obligations under the Contract;

- b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
- c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;
- d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.

18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- b) any private sector body which performs substantially any of the functions of the Authority.

18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

19. Variation

19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "Variation").

19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.

19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

- a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or
- b) refer the request to be dealt with under the Dispute Resolution Procedure.

20. Dispute Resolution

20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the

dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.

- 20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 20.5 A neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.

20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21. Supplier's Status

21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.

21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22. Notices

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

23. Entire Agreement

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

24. Third Party Rights

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

25. Waiver

25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26. Publicity

26.1 The Supplier shall not without Approval:

a) make any press announcements or publicise the Contract or its contents in any way; or

b) use the Authority's name or logo in any promotion or marketing or announcement.

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

27. Force Majeure

27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.

27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28. Governing Law and Jurisdiction

28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.

28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

29. Electronic Signature

- 29.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.
- 29.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system.
- 29.3 No other form of acknowledgement will be accepted.

30. Precedence

In the event of and only to the extent of any conflict between the terms and conditions or the special terms below, the conflict shall be resolved in accordance with the following order of precedence:

- a) the special terms below;
- b) the main terms of the Contract (pages 1 to 15);
- c) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 19 shall not take higher precedence than specified here.

SCHEDULE 1 - RESEARCH AND DEVELOPMENT

1. SUPPLIER'S OBLIGATIONS

The Supplier shall:

- a) commence the performance of the Services promptly after the commencement date of the Contract Term and in accordance with the agreed timetable;
- b) in providing the Services, co-operate fully, and procure that its Staff co-operate fully with the Authority's employees, agents and sub-contractors; and
- c) in the event of the Supplier not being able to perform the Services, or any part thereof, immediately inform the duly authorised officer giving details of the circumstances, reasons and likely duration. Nothing in this clause 1(c) shall in any way alter, modify, relieve or in any other way vary the Supplier's obligation to provide the Services.

2. PUBLICATIONS

In accordance with clause 26.1 of the main agreement, if the Supplier wishes to use, present or publish the methods and results of the Services, it shall provide the Authority with a copy of any intended publication for review and comment at least thirty days prior to its submission for publication and/or release into the public domain, as the case may be, and the Authority shall have the right to approve or reject all such publications prior to their submission and/or release, such approval not to be unreasonably withheld. If such publication or release is permitted in accordance with this clause, the Supplier shall acknowledge the Authority's support in any such publications or presentations containing the results or methods of the Services.

3. IP MATERIAL

Notwithstanding clause 12 of the main agreement, the Supplier shall do such further acts and execute such further deeds and documents as the Authority may request from time to time, as may be necessary or desirable to ensure that all such rights in IP Material fully and effectively vest in the Authority and to assist the Authority in applying for and obtaining registered protection for any such rights in the IP Material.

SPECIAL CLAUSES

1.0 Intellectual Property Rights and Copyright

"Intellectual Property

Rights" means patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).

"the Act" means the Copyright Designs and Patents Act 1988;

"Copyright" means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);

"Crown and/or Her

Majesty" both mean Queen Elizabeth II and any successor to

Her Majesty;

"HMSO" means Her Majesty's Stationery Office;

"Her Majesty's

Government" means the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government;

"Work" means any and all Works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to

or are created in respect of the performance of this Contract or any part of it.

1.1 Intellectual Property Rights and Copyright

1.1.1 The Contractor agrees that the Crown shall be legally and beneficially entitled to any and all Intellectual Property Rights and Copyright and the Contractor hereby assigns to the Crown any and all residual title which it may have in any and all such Intellectual Property Rights and/or Copyright.

1.1.2 The Contractor undertakes that it shall, from time to time, take all such steps and execute all such documents as the Crown or HMSO on its behalf may reasonably require to fully vest in the Crown any and all residual title, whether legal or beneficial, to the Intellectual Property Rights and/or Copyright.

1.2 Copyright Warranties

1.2.1 The Contractor now warrants to the Crown, HMSO and the Department (and to any assignees and licensees of each) that all Works will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless Her Majesty and/or Her Majesty's Government against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or like right or other intellectual property right (wheresoever).

1.2.2 The warranty and indemnity contained in Clause 1.2.1 above shall survive the termination of this Contract and shall exist for the life of the Copyright.

1.3 Ownership of Drawings Specifications and Other Data

Any drawings, specifications or other data, as set out in Schedule 2, completed or provided in connection with this Contract shall become or, as the case may be, remain the property of the Department and be delivered up to the Department at the times shown in Schedule 2 or on completion or termination of the Contract.

SCHEDULE 2 - SPECIFICATION OF SERVICES

1.0 Introduction

- 1.1 The Eco-metric Tool is designed to work in conjunction with the existing Defra biodiversity metric to secure wider benefits for people, places and nature from investment in biodiversity. It is deliberately biodiversity-led and will capture the wider goods and services delivered by biodiversity net gain, building on the ambitions set out in the 25 Year Environment Plan.
- 1.2 The Eco-metric is a research and development project, focusing on experimental development, drawing on existing knowledge gained from research and practical experience, directed to producing a new tool.

2.0 Summary

- 2.1 The project is being undertaken in phases. In Phase 1 Natural England worked with the University of Oxford to develop a draft Eco-metric. The core structure for the Eco-metric was developed, which is a habitat-based metric framed around a central scoring matrix for 18 ecosystem services. Scores are adjusted to take account of condition and spatial factors, connectivity and time lag. In Phase 2 the scores were refined and tested to improve the Eco-metric tool through consultation with experts. The Eco-metric tool was then trialled through 12 pilots, testing the approach at different scales and in different situations. Phase 3 will focus on a more detailed evaluation of these pilots, and consequent improvements to the Eco-metric tool, aiming towards launching a beta version of the tool in 2020.

3.0 Background

- 3.1 Biodiversity net gain (BNG) is an approach to development that leaves biodiversity in a better state than it was before the development started and secures wider benefits for people and the environment. It can be achieved on and off-site or through a combination of both. It is development that avoids and then minimises losses of biodiversity as far as possible, and achieves measurable gains that are commensurable to and exceed the project's effects on biodiversity and helps deliver local and national biodiversity priorities.
- 3.2 Biodiversity net gain should follow good practice and strictly adhere to the mitigation hierarchy. Good practice principles define biodiversity net gain as: *“Development that leaves biodiversity in a better state than before, and an approach where developers work with local governments, wildlife groups, land owners and other stakeholders in order to support their priorities for nature conservation”*¹
- 3.3 Biodiversity net gain can be achieved as part of an organisation's ongoing activities as well as from development. A growing number of organisations and developers support the principles of biodiversity net gain.

¹ <https://www.cieem.net/biodiversity-net-gain-principles-and-guidance-for-uk-construction-and-developments>

- 3.4 The Defra biodiversity metric is one method to measure biodiversity. Defra's metric calculates 'biodiversity units'.² A biodiversity unit is a nominal figure that represents the distinctiveness, condition and size of a habitat. Biodiversity units can be used to audit or predict whether a project results in a loss of biodiversity, or no overall loss or a net gain in biodiversity.
- 3.5 The forthcoming Environment Bill will mandate biodiversity net gain for development in England, ensuring that the delivery of much-needed infrastructure and housing is not at the expense of vital biodiversity. The Defra biodiversity metric will be used to calculate this net gain. It was published, with guidance, in June 2019 with a test phase running until spring 2020.
- 3.6 Understanding and measuring the wider benefits of biodiversity net gain will help to take forward the ambitions set out in the Government's 25 Year Environment Plan, specifically:
- Expand the net gain approaches used for biodiversity to include wider natural capital benefits
 - Work with interested parties to improve and expand the range of tools and guidance that support biodiversity net gain approaches
 - Embed an 'environmental net gain' principle for development, including housing and infrastructure.
- 3.7 Environmental net gain encompasses biodiversity net gain, natural capital net gains as well as wider resource efficiencies that reduce direct and indirect pressures on natural capital. As a first step towards environmental net gain, the Eco-metric will measure ecosystem services, and, by extension, the natural capital net gains, delivered through biodiversity net gain. The approach is based on the premise that biodiversity net gain is a primary driver for growing natural capital, with biodiversity underpinning the quality of the natural assets that support the long-term delivery of multiple ecosystem services and their associated benefits.
- 3.8 Having a tool that can measure these natural capital gains can help to strengthen the business case for investment in biodiversity. Considering wider environmental goods and services when delivering biodiversity net gain, can help to inform scheme design and decision-making around the services delivered by all habitats (priority and non-priority) and can help communities and planners identify options that deliver the best outcomes for nature, people and places in a transparent way.

4.0 Phase 1

- 4.1 In Phase 1, the aim was to develop an Eco-metric approach that has biodiversity net gain as a pre-requisite and functions as a 'bolt-on' to the Defra biodiversity metric, helping planners and developers:
- measure the full range of natural capital benefits from biodiversity net gain

² Defra biodiversity offsetting metric <https://www.gov.uk/government/collections/biodiversity-offsetting>

- make the business case for biodiversity net gain by quantifiably measuring the wider environmental goods and services it delivers
- increase transparency in decision-making
- influence the location and design of biodiversity net gain delivery

4.2 The objective was to develop an approach that would be:

- **Simple**, low-cost and practical to apply, using freely available data wherever possible and with minimal need for additional survey effort;
- **Proportionate, whilst being scientifically defensible**, with scores and multipliers based on a clear evidence base, with a clear expression of the level of confidence in the data;
- Able to account for **local circumstances**, e.g. locally-specific habitats;
- Able to incorporate the impact of **ecosystem condition and quality** on ecosystem service (ES) supply;
- Able to account for the **location** of habitats, for those ESs where the relationship between supply and beneficiaries is most affected by spatial location and/or topography (e.g. air quality regulation, flood and erosion protection, recreation);
- **Widely accepted** by the stakeholder community.³

4.3 The draft Eco-metric approach developed in Phase 1 has been designed for use in land use change scenarios arising from development or management and will help inform decision making alongside other planning information. It is not a strategic decision making tool, but would be expected to be used in the context of a strategic plan that is already in place. It does not seek to replace appropriate expert assessment nor does it seek to replace existing planning or statutory requirements, such as environmental assessment, but rather should be aligned with such processes. It is a simple way of capturing the broad range of environmental goods and services provided by biodiversity net gain. It will not replace more detailed ecosystem service assessments.

4.4 As part of the first phase of the project, Natural England engaged stakeholders in expert workshops and a webinar. The approach developed in Phase 1 was presented to the Ecosystems Knowledge Network.

³ A poll taken during the Phase 1 webinar revealed that 65% of the 150 participants said that they would be either highly likely or likely to use the Eco-metric, with 6% unlikely or highly unlikely to use it. Respondents could see it being used in a range of different ways, the most popular being stakeholder advocacy and evidence and strategic/local planning.

5.0 Phase 2

- 5.1 In Phase 2, significant progress was made refining scores, multipliers and other technical aspects of the project; developing a spreadsheet for data entry along with user guidance and in testing and evaluating the approach through pilots.
- 5.2 The scoring matrix was refined with over 40 internal and external specialists and assigned confidence ratings to the scores based on the strength of evidence and the level of agreement between sources and reviewers, each measured on a scale of low-medium-high.
- 5.3 Also in phase 2, a spreadsheet tool was developed to allow easy application of the metric, particularly data entry on area of habitats, condition and spatial factors, with a simple presentation of results. In conjunction with the tool, guidance was drafted which introduces the tool and explains how it should be used. It also summarises high-level guidance principles, caveats and limitations associated with the approach. Following the good practice principles and understanding, the caveats and limitations of the tool are crucial in ensuring that the approach is be applied correctly in line with wider net gain principles and this will reduce the risk of perverse outcomes.
- 5.4 A separate User Guide, explaining how to use the spreadsheet tool, and a Data Guide, describing how to collect all the condition and spatial indicators needed to run the tool, were drafted.
- 5.5 Focus was then turned to testing the tool through 12 fast turnaround pilots between February and March 2019.
- 5.6 User feedback has been key to developing the Eco-metric approach. Development was informed by stakeholder workshops and webinars in both Phase 1 (September 2017-March 2018) and Phase 2 (September 2018-March 2019). Evaluation of the pilots is still being undertaken and this will continue into Phase 3. One clear finding was that there were perverse outcomes around the time to target condition, which were negatively affecting scores for woodland planting. This has been addressed, and the results from the pilots. In the light of the changes, the approach will be re-evaluated.
- 5.7 Quality assurance (QA) of Phase 2 by Natural England Deputy Chief Scientists is currently being undertaken and any findings from this QA will be used to inform Phase 3 priorities.

6.0 Aims of Phase 3

- 6.1 The aim of Phase 3 is to further evaluate and refine the Eco-metric tool. This will include resolution of some specific technical issues, development of tools needed to

support the application of the Eco-metric approach, training for staff, and recommendations for its uptake. The Contract will also seek to clarify the narrative around the Eco-metric, expanding on when it could and could not be used.

6.2 Specific Objectives of Phase 3

6.2.1 Due to budget limitations, the focus of Phase 3 of the project will be to focus on those aspects of the approach that are essential to evaluate and refine, before a beta version of the Eco-metric tool is made publically available in Spring 2020. The project team considers that further work is required in phase 3 around 4 main themes:

I. Technical

- a. Resolve issues around time to target condition and test.
- b. Targeted quality assurance of the scoring matrix and multipliers, specifically for cultural services such as recreation, where new evidence is emerging, for example from recent MENE data and ORVAL.

II. Evaluation

- a. More detailed evaluation and sense checking of results, focussing on comparison with the biodiversity metric and other assessment tools, and how results could drive changes in design.

III. Outputs and Interpretation

- a. Improving the narrative around interpretation of the results
- b. Develop case studies/examples for the guidance of different types of users, such as developers/planners and community groups
- c. Provide a short training programme

IV. Uses

- a. Further clarity around scope: what it can/can't do and where it can/can't be applied, for example how it works with environmental impact assessment, use in strategic planning.
- b. How the tool could be adapted for geographic information systems (GIS)

6.3 By the end of Phase 3 and following quality assurance, the Eco-metric approach and a beta version of the accompanying tool and supporting guidance will be published.

6.4 Tasks in Phase 3

1. Technical improvements to the tool
1.1 Test the proposed new approach for time to target condition (TTTC) (not including declining discount rates)

1.2 Separate on-site and off-site habitats in the results tables and charts.
1.3 Add new habitats: e.g. lines of trees; hedgerow with trees; Sustainable Drainage System (SuDS) ponds
1.4 Add missing indicators: soil depth, habitat patterns, tranquillity, size of connected network for recreation
1.5 Guidance on how to use the tool with GIS (more complete)
2. Review and refine scores and multipliers
2.1 Recreation
2.2 Consult experts on food production and pest control
2.3 Revisit the scores for pollination
2.4 Discuss the sensitivity charts with relevant experts for selected ecosystem services
2.5 Harmonise condition indicators with the Defra biodiversity metric
2.6 Revisit Natural England Natural Capital Indicators
2.7 Refine applicability of indicators to certain habitats
3. Evaluation of outcomes
3.1 Comparison with the biodiversity metric
3.2 Comparison with other ES assessment tools
3.3 Evaluation of use at the options stage
4. Additional guidance on interpreting the results
4.1 Develop case studies to illustrate the use of the approach in different contexts and alongside other tools, e.g. Environmental Impact Assessment (EIA)

4.2 Improvements to the display of results and the narrative in the tool
4.3 Refine guidance documents; add planners' guide and case studies
5. Training
5.1 Training events (2 x 1 day events; not including venue or catering)

6.5 Project Meetings

There will be 3 steering group tele calls of 2.5 hours, an inception call on 6th November 2019, and an interim call in January and then a final tele call in March 2020. There will also be fortnightly 1 hour working group calls throughout the Project.

6.6 Outputs and Deliverables

- A suite of improvements to the tool, including resolution of the TTTC issues, a refined list of scores and multipliers, and a beta version of the Eco-metric tool
- Evaluation and interpretation of the pilots from phase 2, including development of case studies
- A guidance document for planners
- A package of training material.

6.7 Timetables and Milestones

Activity	Proposed Dates	Notes
Commencement of works	23 rd September 2019	
Tasks 1 and 2 – improvements to the tool	Complete by 17th January 2020	
Task 3 – evaluation of outcomes	Completed by 29 th March 2020	To be completed with [REDACTED]
Task 4 – case studies	Completed by 29 th March 2020	To be completed with [REDACTED]
Task 5 - training	Completed 31 st January 2020	

Beta version of the metric ready for publication	Launch 29th March 2020	
Final reports/deliverables submitted	29 th March 2020	

7.0 Intellectual Property Rights

The Intellectual Property Rights for all work undertaken as part of this Project, including all outputs and deliverables, will sit with Natural England and Defra.

SCHEDULE 3 - PRICES

The total firm price for this contract is £22,830.00 excluding VAT. The Supplier shall submit two invoices for work completed to date in accordance with the payment schedule below.

Payment Schedule

Milestone	Date	Conditions	Payment
1	31 st January 2020	Interim payment, subject to the satisfactory completion of work of work to date.	100% of the costs incurred for work done up to 31 January
2	30 th March 2019	Subject to submission of final deliverables to a satisfactory standard.	100% of the costs incurred for work done up to 30 th March

Supplier's Cost Breakdown:

Removed

SCHEDULE 4 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

foi@naturalengland.org.uk
3. The contact details of the Supplier Data Protection Officer are:

information.compliance@admin.ox.ac.uk
4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing Descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.3.
Subject matter of the processing	The Eco-metric Tool is designed to work in conjunction with the updated biodiversity metric 2.0 to secure wider benefits for people, places and nature from investment in biodiversity. It is biodiversity-led and will capture the wider goods and services delivered by biodiversity net gain, building on the ambitions set out in the 25 Year Environment Plan.
Duration of the processing	23 rd September 2019 to 31 st March 2020 (with a possible extension to 30 th June 2020).
Nature and purposes of the processing	The nature of the processing includes any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose includes: employment processing, statutory obligation, recruitment assessment etc.
Type of Personal Data	Examples here include: name, telephone number, and images of staff members.

Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, subcontractors.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement, at the written direction of Natural England, delete or return Personal Data (and any copies of it) to Natural England on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

SCHEDULE 5 – SUPPLIER’S PROPOSAL

Removed

