



Department  
for Environment  
Food & Rural Affairs

Defra Group Commercial

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[www.gov.uk/defra](http://www.gov.uk/defra)

Renaissi

Your ref: ITT\_5253  
Our ref: ECM\_54273  
Date: 5 February 2019

Dear Sirs

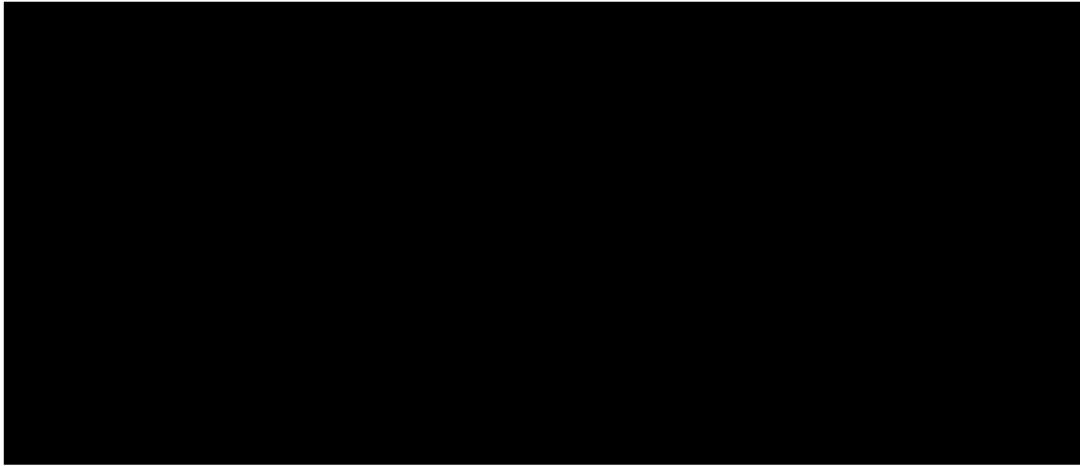
## **Award of contract for the supply of research to support understanding how those most at risk of poor mental health and wellbeing can be supported to increase their use of and access to the Natural environment**

Following your proposal for the supply of research to support understanding how those most at risk of poor mental health and wellbeing can be supported to increase their use of and access to the Natural environment to Defra, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Defra as the Customer and Renaissi 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 Contractor's premises.
- 2) The charges for the Services shall be as set out in Annex 3.
- 3) The specification of the Services to be supplied is as set out in Annex 2.
- 4) The Term shall commence on 7 February 2019 and the Expiry Date shall be 6 February 2020.
- 5) The address for notices of the Parties are:



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



- 7) 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.def@sscl.gov.uk](mailto:Accounts-Payable.def@sscl.gov.uk) or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. 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.def@sscl.gov.uk](mailto:Accounts-Payable.def@sscl.gov.uk) or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

## Liaison

For general liaison your contact will be



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,

A large black rectangular redaction box covering the signature and name of the official.

Department for Environment Food & Rural Affairs

A large black rectangular redaction box covering the contact details of the official.



Department  
for Environment  
Food & Rural Affairs

# Short Form Contract

**Contract for research to support understanding how those most at risk of poor mental health and wellbeing can be supported to increase their use of and access to the Natural Environment**

**Contract Reference ECM\_54273**

**February 2019**

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# 1. Interpretation

## 1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>Non-Ministerial Department; or</p> <p>Executive Agency;</p>
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;

“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, 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;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;



“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);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“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;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;

“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

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

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## **2. Basis of Agreement**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor's notification of acceptance via Bravo within [7] days of the date of the Award Letter.

## **3. Supply of Services**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

## **4. Term**

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## **5. Charges, Payment and Recovery of Sums Due**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
  - 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6. Premises and equipment**

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7. Staff and Key Personnel**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Contractor shall comply with any such notice.

7.2 The Contractor shall:

7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8. Assignment and sub-contracting**

8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

## 9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
  - b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third



party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

## **10. Governance and Records**

10.1. The Contractor shall:

10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

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

## **11. Confidentiality, Transparency and Publicity**

11.1. Subject to clause 11.2, each Party shall:

11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2. to its auditors or for the purposes of regulatory requirements;

- 11.2.3. on a confidential basis, to its professional advisers;
- 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
- 11.2.6. where the receiving Party is the Customer:
- a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
  - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
  - c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
  - d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12. Freedom of Information**

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
  - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **13. Protection of Personal Data and Security of Data**

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer 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 Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer 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 Agreement (and in particular Schedule 1);
  - 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:
    - 1. are aware of and comply with the Contractor's duties under this clause;
    - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
    - 3. 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 Customer or as otherwise permitted by this Agreement; and
    - 4. 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 Customer has been obtained and the following conditions are fulfilled:
  - i. the Customer 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 Customer;
  - 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 Customer in meeting its obligations); and

- iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, 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.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer 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 Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
  - a. the Customer with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

- c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Customer following any Data Loss Event;
- e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- a. the Customer determines that the processing is not occasional;
- b. the Customer 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 Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

- a. notify the Customer in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Customer;
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
- d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

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

- 13.13. The Customer 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 Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

## **14. Liability**

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:
- a) loss of profits;
  - b) loss of business;
  - c) loss of revenue;
  - d) loss of or damage to goodwill;



- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## **15. Force Majeure**

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **16. Termination**

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
  - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and

- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17. Compliance**

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
  - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
  - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
  - 17.5.1 the Official Secrets Acts 1911 to 1989; and
  - 17.5.2 section 182 of the Finance Act 1989.

## **18. Prevention of Fraud and Corruption**

- 18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

## **19. Dispute Resolution**

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20. General**

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21. Notices**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22. Governing Law and Jurisdiction**

- 22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The contact details of the Customer Data Protection Officer are:

[REDACTED]

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

[REDACTED]

3. The Contractor shall comply with any further written instructions with respect to processing by the Customer.

4. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Subject matter of the processing	In relation to Defra project 24859 – ‘Understanding how those most at risk of poor mental health and wellbeing can be supported to increase their use of and access to the Natural Environment’, the main aim of data processing is to deliver greater understanding and insight into how people most at risk of poor mental health and wellbeing in England can best be supported to increase their use and access to the natural environment for improved mental health and wellbeing.
Duration of the processing	The data will be processed throughout the course of the contract with Defra. As stated in Defra’s ITT, the expected dates of this contract are: February 2019 to January 2020.
Nature and purposes of the processing	<p><b><u>Nature of the processing</u></b></p> <p>Below is a list of processing operations we will undertake with data related to this project:</p> <ul style="list-style-type: none"><li>• Collection of data through phone interviews, face-to-face interviews, online survey, workshops, field visits and video ethnography.</li><li>• Recording of data in a password protected database.</li><li>• Structuring of data in a way to ensure it is useful for data analysis.</li><li>• Storing of data in a secure cloud based server.</li><li>• Data collected will inform the findings written and disseminated as part of the interim report and the final report.</li><li>• Erasure and destruction of data 6 months after the end of the contract.</li></ul> <p><b><u>Purposes of the processing</u></b></p> <p>The key purpose of the processing of data is to meet the project aim, which is to deliver greater understanding and</p>

	<p>insight into how people most at risk of poor mental health and wellbeing in England can best be supported to increase their use and access to the natural environment for improved mental health and wellbeing.</p> <p>The ITT also identifies the following objectives:</p> <ul style="list-style-type: none"> <li>• Understanding the landscape of local authorities, health and/or environmental organisations, health professionals, teachers and planners (national and local organisations) working to support communities to increase access and usage of the natural environment (previous and existing activities)</li> <li>• Understanding what works, for whom, how it works, why it works and what kind of interventions could demonstrate best practice</li> <li>• Understanding which populations and communities in England are most at risk of poor mental health and are not accessing or using the Natural environment</li> <li>• Understanding more in-depth how activities are functioning today (case studies) – exploring challenges and barriers as well as enablers</li> <li>• Understanding how to best gather data for future monitoring and evaluation activities</li> <li>• Understanding how the Government can best support future provision and implementation of interventions</li> </ul>
Type of Personal Data	<p>We will be collecting the following personal data from participants:</p> <ul style="list-style-type: none"> <li>• Age</li> <li>• Gender</li> <li>• Ethnic background</li> </ul> <p>We may also collect contact details of participants, if we require more information through follow-up questions / surveys.</p> <p>We will not collect any personal data from the following parties:</p> <ul style="list-style-type: none"> <li>• Staff at Defra</li> <li>• Stakeholders (e.g. local authority, local delivery organisations)</li> </ul> <p>The video ethnography element of our work will involve participants being identifiable through images and video. It will be made very clear to all those interested in participating what the purposes of this is for.</p> <p>We anonymise data collected from all parties at the analysis stage and assign each data subject a unique identifier. This is to ensure participants views are not linked their contact details.</p> <p>For all data we collect, including through video ethnography, consent is the legal basis we have for processing the data and in every case where we are collecting data we have a clear informed consent process:</p>



	<p>If there are any cases where we are collecting personal data from young people, we will obtain explicit consent to process their personal and sensitive data. This will be freely given, specific, informed, unambiguous indication with a clear affirmative action or statement. For children under 16, we will obtain parental consent.</p>
Categories of Data Subject	<p>We will be collecting, and processing, data from:</p> <ul style="list-style-type: none"> <li>• Staff at Defra</li> <li>• Staff at local authorities</li> <li>• Staff and volunteers at local delivery organisations</li> <li>• Participants (recipients of the services)</li> </ul>
<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>Data is kept for a maximum of six months after the end of the research unless requested specifically by Defra. If a request is received from an organisation/individual to destroy their records, we will remove their details from the database and request that all staff holding paper or electronic details for the organisation destroy them. This work will be carried out by the designated data protection officer.</p> <p>Once no longer required, paper records of confidential and personal data will be destroyed through on-site shredding, in a locked shredder where there is no access to the documents once deposited. We dispose of hard copy confidential data through a sub-contractor (Abbot data store) that is compliant with BS EN 15713.</p> <p>Data stored electronically will be deleted from the database where it is held by all staff involved in the contract. Our data protection officer will ensure all copies of electronic data are deleted, including those held on hard drives.</p>

## **Annex 2 – Specification of the Services**

### **Summary**

The Government's 25 Year Environment Plan (25 YEP) was published in January 2018<sup>1</sup>, setting out government action to help the natural world regain and retain good health. Key aims of the plan are to help people improve their health and wellbeing by using green spaces and connect people more systematically with the Natural environment to improve mental health, using the natural environment as a resource for preventative and therapeutic purposes<sup>2</sup>. This research aims to deliver greater understanding and insight into how those most at risk of poor mental health and wellbeing in England can be supported to increase their use and access to the Natural environment for improved mental health and wellbeing.

This research will briefly review available evidence and current practice to identify effective interventions and practice in supporting increased use of the Natural environment by those most at risk of poor mental health and wellbeing. This should deepen our understanding of what works, for whom, in what circumstances, and why, and identify the kind of interventions that effect the greatest benefits to the target group.

The project will provide in-depth insight into priority geographic areas to understand the specific barriers and challenges experienced by communities, as well as those faced by services, local authorities and professionals in supporting increased use of and access to the Natural environment, and provide recommendations for how these could be overcome. The evidence produced as part of this project should inform future efforts in supporting increased use of the Natural environment by those most at risk of poor mental health and wellbeing and identify how any interventions could be planned, delivered, promoted and evaluated, further in practice.

The project is expected to last 12 months, from February 2019 to January 2020. An interim report should be produced in August 2019. The draft research report is required in November 2019, with the final report in January 2020.

### **Background**

#### The Government's Commitment to Connecting People with the Environment

The Government's 25 Year Environment Plan (25 YEP) was published in January 2018 setting out government action to help the natural world regain and retain good health. Key aims of the plan are to help people improve their health and wellbeing by using green

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

<sup>2</sup> The 25YEP goes on to say: "This will be in line with the Prevention Concordat for Better Mental Health and support the Government's new commitments on children's mental health."

spaces and connect people more systematically with green space to improve mental health, using the natural environment as a resource for preventative and therapeutic purposes<sup>3</sup>.

## Evidence

In England it is estimated that in any one year, at least one in four adults will experience at least one diagnosable mental health problem ranging from anxiety or mood related disorders and depression to schizophrenia and psychosis. Mental health problems are the second leading cause of morbidity in England and the associated cost to the economy is estimated at £105 billion a year<sup>4</sup>.

The factors that contribute to someone's increased risk of mental health problems are complex and interrelated including: trauma and stressful life events; poverty, unemployment and housing insecurity; discrimination and inequality – marginalised groups including BAME people, LGBT+ and disabled people<sup>5</sup>. An increase in factors such as loneliness and poor social contact, will likely exacerbate rising numbers of people experiencing mental health problems, with social isolation shown to result in a reduced quality of life, depression and low self-esteem and a predictor of mortality and morbidity<sup>6</sup>.

Mental health and wellbeing is influenced not only by individual attributes (gender, ethnicity, and socioeconomic status), but also by the social circumstances (community, education and employment) and the environment in which people live<sup>7</sup>. The Marmot report on health inequality<sup>8</sup> included the physical environment as a key determinant of health, noting that the places we are born, live, grow, work and age have profound impacts on our physical and mental health and wellbeing. Natural environments, whether in rural or urban locations, and whether wild, semi-managed or wholly managed, are an important element of the broader environmental determinants of health and are linked to reduced SES related inequalities in health.

Time spent in the natural environment can have benefits for peoples' health and wellbeing and personal development. There is relatively strong and consistent evidence for mental health and wellbeing benefits arising from exposure to natural environments, including reductions in stress, fatigue, anxiety and depression, together with evidence that these benefits may be most significant for marginalised groups<sup>9</sup>.

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<sup>3</sup> The 25YEP goes on to say: "This will be in line with the Prevention Concordat for Better Mental Health and support the Government's new commitments on children's mental health."

<sup>4</sup> <https://www.england.nhs.uk/wp-content/uploads/2016/02/Mental-Health-Taskforce-FYFV-final.pdf>

<sup>5</sup> [https://www.mind.org.uk/media/2976113/mind\\_public-mental-health-guide\\_web-version.pdf](https://www.mind.org.uk/media/2976113/mind_public-mental-health-guide_web-version.pdf)

<sup>6</sup> Bragg, R., Atkins, G. 2016. *A review of nature-based interventions for mental health care*. Natural England Commissioned Reports, Number 204.

<sup>7</sup> [http://www.who.int/mental\\_health/mhgap/risks\\_to\\_mental\\_health\\_EN\\_27\\_08\\_12.pdf](http://www.who.int/mental_health/mhgap/risks_to_mental_health_EN_27_08_12.pdf)

<sup>8</sup> <http://www.instituteofhealthequity.org/resources-reports/fair-society-healthy-lives-the-marmot-review/fair-society-healthy-lives-full-report-pdf.pdf>

<sup>9</sup> Source: Evidence Statement on the Links Between Natural Environments and Human Health, Defra, University of Exeter, and European Centre for Environment and Human Health, 2017

More deprived and disadvantaged groups appear to benefit disproportionately from the presence of (good quality) urban greenspace around the home residence<sup>10 11 12 13 14 15</sup>. However, there is consistent evidence which shows that deprived and disadvantaged groups a) have lower quality natural elements in their living environments, b) have less access to usable greenspaces such as parks, and c) visit and use urban greenspaces to a lesser degree than other social groups<sup>16</sup>. Where accessible greenspaces are (importantly) of a good quality, disadvantaged groups appear to benefit disproportionately (especially in urban areas) and SES related inequalities in health are lower<sup>17</sup>.

### Government Commitments and Context

The Government has a range of commitments to support better mental health amongst adults and children. These include the 2017 commitments set out in:

- The Prevention Concordat for Better Mental Health<sup>18</sup>
- A Green Paper on Transforming children and young people's mental health provision<sup>19</sup>

Recognising the evidence and significant work taking place to support better mental health, the Government has, in its 25 Year Environment Plan, set out a range of commitments to connect people with the environment to improve health and wellbeing, which include a specific focus on mental health.

One of these commitments is to 'Launch[ing] a three-year 'Natural Environment for Health and Wellbeing' programme, focused on supporting local authorities, health organisations, health professionals, teachers and planners in promoting the natural environment as a pathway to good health and wellbeing. Mental health problems and early interventions will be an initial area of interest, however the programme will be charged with considering other health issues, such as obesity, where children and adults would benefit from better access to nature.' The associated actions set out in the 25YEP are:

- Establishing a cross-government alliance on environment and health to design and oversee the 'Natural Environment for Health and Wellbeing' programme
- Supporting the alliance to review evidence, develop tools and support local authorities, commissioners and professionals

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<sup>10</sup> McEachan, R.R.C., et al., The association between green space and depressive symptoms in pregnant women: moderating roles of socioeconomic status and physical activity. *Journal of Epidemiology and Community Health*, 2015.

<sup>11</sup> Mitchell, R. and F. Popham, Effect of exposure to natural environment on health inequalities: an observational population study. *Lancet*, 2008. 372(9650): p. 1655-60.

<sup>12</sup> Maas, J., et al., Green space, urbanity, and health: how strong is the relation? *Journal of Epidemiology and Community Health*, 2006. 60(7): p. 587-592.

<sup>13</sup> de Vries, S., et al., Natural environments -- healthy environments? An exploratory analysis of the relationship between greenspace and health. *Environment and Planning A*, 2003. 35(10): p. 1717-1731.

<sup>14</sup> Mitchell, R. and F. Popham, Effect of exposure to natural environment on health inequalities: an observational population study. *The Lancet*, 2008. 372(9650): p. 1655-1660.

<sup>15</sup> Jennings, V., C. Johnson Gaither, and R.S. Gragg, Promoting environmental justice through urban green space access: a synopsis. *Environmental Justice*, 2012. 5(1): p. 1-7.

<sup>16</sup> Lovell, B., et al., 'What Works' briefing on natural environment based health interventions. Forthcoming publication

<sup>17</sup> Lovell, B., et al., 'What Works' briefing on natural environment based health interventions. Forthcoming publication

<sup>18</sup> <https://www.gov.uk/government/collections/prevention-concordat-for-better-mental-health>

<sup>19</sup> <https://www.gov.uk/government/consultations/transforming-children-and-young-peoples-mental-health-provision-a-green-paper>

Work is currently being undertaken by Public Health England to update the 2014 evidence review “Improving Access to Green Spaces”<sup>20</sup>. The updated review and briefing will consist of a scoping review of the literature on barriers and enablers to access for different groups, an analysis of data on usage of the natural environment by different groups (including MENE data) and case studies demonstrating best practice in enabling access and usage of the natural environment. Outputs and interim findings from this review will be shared with the successful tenderer for this research project.

## **Research aims and objectives**

This research aims to deliver greater understanding and insight into how those most at risk of poor mental health and wellbeing in England can be supported to increase their use and access to the Natural environment for improved mental health and wellbeing.

This research will briefly review available evidence and current practice to identify effective interventions and practice in supporting increased use of the Natural environment by those most at risk of poor mental health and wellbeing. This should deepen our understanding of what works, for whom, in what circumstances, and why, and identify the kind of interventions that effect the greatest benefits to the target group.

The project will provide in-depth insight into priority geographic areas to understand the specific barriers and challenges experienced by communities, as well as those faced by services, local authorities and professionals in supporting increased use of and access to the Natural environment, and provide recommendations for how these could be overcome. The evidence produced as part of this project should inform future efforts in supporting increased use of the Natural environment by those most at risk of poor mental health and wellbeing and identify how any interventions could be planned, delivered, promoted and evaluated, further in practice.

The report should be written primarily for policy and practitioner audiences in Government, local authorities, as well local and community service providers, health organisations and professionals, the education sector, and the voluntary sector.

### **The objectives are:**

- To undertake a detailed review and mapping exercise of existing and previous activity to support communities to increase access and usage of the natural environment. The review should understand how any activity is funded, its effectiveness and any associated evidence of impact. The review should include initiatives operating at scale as well as those more modest in reach.
- To undertake a brief review of the current available evidence base to describe and update existing reviews of:

- a) What works, for whom, in what circumstances, and why in relation supporting communities to make use of, and engage with the natural environment
  - b) What kind of interventions and initiatives demonstrate the greatest benefits and impacts
  - c) Identify the mechanisms of change to support increased use of the Natural Environment
- To use existing data sets and evidence to identify key populations and communities in areas within England, who:
  - a) are at the greatest risk of poor mental health and wellbeing
  - b) are not accessing the natural environment
- To gather in-depth insights from priority populations, local authorities, local and community service providers, health organisations, health professionals, teachers and planners, and other intermediaries in up to four priority areas (to be agreed during project scoping) in order to:
  - a) Produce a systems map for each priority area which provides insight into the context, environmental factors, target groups, key professionals and stakeholders and the interdependencies
  - b) Explore systemic issues, challenges and barriers to increasing use of, and access to, the Natural environment by those most at risk of poor mental health and wellbeing
  - c) Explore solutions and opportunities to support increased use of and connectedness to, the Natural environment by those most at risk of poor mental health and wellbeing
  - d) Develop a range of case studies of good practice
  - e) Identify what constitutes 'success'
- To consolidate results from the evidence review and insight work with priority locations and populations, in order to:
  - a) Explain the barriers and challenges in supporting increased use of and connectedness to, the Natural environment space by the target group and identify any solutions to addressing these
  - b) Identify opportunities to build on existing provision and develop new approaches to supporting increased use that could be replicated in the future
  - c) Identify opportunities and challenges that may need to be overcome in developing and implementing interventions, including funding, governance structures, training and partnership working, individual behaviour changes
  - d) Set out options for the development and design of tools and interventions which would support increased use of and access to the Natural environment in the priority areas and beyond
- To provide high quality outputs to communicate findings to the intended audiences, including policy and practitioner audiences and service providers in Local

Authorities, voluntary, health and education sectors, as well as communities, including innovative approaches where appropriate.

- To recommend how data collection to support effective monitoring and evaluation of future interventions and activities could be done to measure its success.
- To recommend actions to inform and support future provision and implementation of interventions to support increased use of the Natural environment across England; how these could be planned, delivered and promoted further in practice. These should focus primarily on those which could achieve the most significant impact, including specific actions for Government, Local Authorities, as well local and community service providers, health organisations and professionals, the education sector, and the voluntary sector.

All surveys undertaken by or on behalf of Defra should obtain clearance from the Department's Survey Control Liaison Unit (SCLU). Bidders should make allowance for SCLU clearance which typically takes up to four weeks.

### **Outputs and timetable**

The Contractor shall deliver a report of suitable length, and supporting documents to inform Defra's policies to meet the objectives above.

The following outputs are required:

- a. Interim report by August 2019 – although the timing of this is flexible and may depend on the overall context of the proposed programme of work.
- b. Draft research report
- c. Final research report
- d. Appropriate papers prior to steering group meetings, and appropriate records of these meetings
- e. Presentations of the interim and final research reports

The project is expected to start on 18th February 2019 and be completed by 17th February 2020.

### **Publication**

It is Defra policy to publish all final research outputs. Defra will always reserve the right to determine if and how outputs should be published.

Following delivery of the final project, Defra will arrange for peer review of the report prior to publication.

## **Renaishi Approach, methodology and outputs**

This section outlines how Renaishi will achieve the research aims within the specified timeframe. Renaishi are happy to adapt their methodology to ensure it meets Defra's needs and to keep this under review throughout. Renaishi's **overall approach** to this research will involve:

- **Rigour and credibility:** Renaishi take a rigorous approach to their work to ensure that research results are well evidenced, and that Renaishi remain independent and thorough in their analysis. Renaishi have a commitment to quality – providing clients with findings that they are confident in and can share with internal and external stakeholders.
- **Collaboration:** As a social enterprise Renaishi passionately believe in supporting individuals and communities to overcome disadvantage. Renaishi apply these values to their research and evaluation working in a collaborative and supportive way with clients and research participants. Renaishi also recognise the need for controlled change so that Renaishi can respond flexibly to the needs of the client.
- **A person-centred approach:** Ensuring people are supported and confident to participate in the research. Renaishi have considerable experience in multi-site research and the need to design activities that fit around the schedules and needs of professionals, practitioners and beneficiaries. Renaishi are engaging and straightforward in their communications – not overcomplicating the research process and clearly communicating the value of being involved.
- **Action and learning:** This research will be essential for DEFRA and other stakeholders as part of the Natural Environment and Rural Evidence Programme and the implementation of the 25 YEP. Renaishi have designed an iterative process to share and communicate findings as they emerge, and ensure that there are multiple opportunities for different stakeholders to help challenge and shape recommendations, and the implications arising from these.

### **Stage 1: Set up, and scoping (Feb 2019-Mar 2019)**

Inception meeting, scoping and project initiation (February 2019)

The **inception meeting** will take place in February 2019. Renaishi will use this as an opportunity to ensure that the research starts with a shared understanding, and that key members of Renaishi's team are introduced to the DEFRA project leads and other relevant internal staff. This will involve:

- Clarifying the research aims, objectives and scope;
- Discussing and refining the methodology including the approach to the in-depth fieldwork;
- Agreeing ways of working together, including key contacts between Renaishi and DEFRA and the regularity and format of project updates;
- Agreeing milestones, outputs and deadlines.

Renaishi are proposing a **short scoping stage**, to give us a solid basis from which to proceed for the mapping exercise, review of the current evidence base, and use of existing datasets. This will involve a **short workshop** with the DEFRA team – either as an add on



to the inception meeting, or on a separate date. Renaisi will discuss with you who would benefit most from attending this – and whether other partners that DEFRA are engaged with should be present.

The aim of this is for Renaisi to **build their understanding** of DEFRA's priorities and other commissioned projects. This is important in terms of ensuring that this project **complements** and **enhances** knowledge rather than duplicating or replicating studies already underway. Renaisi are interested in **exploring the following** to help set the scene:

- **Current progress at Government level towards different commitments and policy developments** including the Natural Environment for Health and Wellbeing programme, the cross-government alliance, and actions in the 25 YEP
- The view of the DEFRA project team on **opportunities in recent policy developments**
- **Public Health England's work on improving access to green spaces** and which outputs and interim findings are available – particularly any analysis of the Monitor of Engagement with the Natural Environment (MENE) or other data on differences by population groups, and by geographical area
- The **University of Exeter** work on health and the natural environment – including a forthcoming 'what works' briefing, and focus on three specific groups (hard to reach, children and young people, and urban use of green space).
- Any **other research** that are relevant for this brief – including where DEFRA feel the gaps are
- Agree which **documents can be shared** with Renaisi's team and how

It will also be important to **clarify key terms** with the DEFRA team to ensure that the research remains focussed and manageable. This will involve discussing and agreeing the following so that they make sense in the context of this research:

- **Natural environment** – for the MENE survey, the natural environment is defined as all green, blue and open spaces in and around towns and cities as well as the wider countryside and coastline. The 2014 PHE report outlines a longer list of types of green spaces which includes civic spaces, cemeteries, outdoor sports facilities etc.<sup>21</sup>
- **Mental health and wellbeing** – the latter in particular is a broad concept, generally conceived of as things people experience, life satisfaction and the views people have on meaningful and worthwhile things in their lives. There are many different dimensions that have been identified.<sup>22</sup>
- **Which activities and interventions are in scope** – for example, whether the primary interest is in preventative activities or more therapeutic interventions (or

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<sup>21</sup> PHE: [Local action on health inequalities – improving access to green spaces](#) (2014)

<sup>22</sup> E.g. [What Works Centre for Wellbeing](#) defines wellbeing as having 10 broad dimensions which have shown to matter most to people in the UK: the natural environment, personal well-being, our relationships, health, what we do, where we live, personal finance, the economy, education and skills and governance.

both); and whether to include both activities that aim to make **direct changes** in personal wellbeing and mental health outcomes through purposefully activating people in the natural environment; and those that focus on more **indirect benefits** such as providing opportunities for social engagement and physical activity.

After the inception meeting and briefing workshop, Renaisi will deliver a **Project Initiation Document (by March 2019)** which will include: an outline of the methodology, key milestones, risks and mitigations and a payment schedule which is reflective of the milestones identified in the ITT.

## **Stage 2: Desk research (March 2019-April 2019)**

The three elements of the desk research are set out below – in practice Renaisi see these as being closely interrelated and will happen in parallel rather than sequentially. Renaisi have costed for **10 stakeholder phone interviews** which could include representatives from Public Health England, national charities such as the Wildlife Trust, the Ramblers, RSPB and Groundwork, NDPBs such as Natural England and university departments working in this field – as well as local level organisations identified throughout the desk research. The purpose of these will be to inform the activities below, and test findings as they emerge.

### **Review and mapping of existing and previous activity**

An early requirement of the research is to review and map **existing and previous activity** that supports communities to **increase access to and usage** of the natural environment. Building on the scoping work above Renaisi will clarify what constitutes ‘activity’ in this area, and the balance in the mapping exercise between including activities that are specifically focussed on mental health and wellbeing outcomes, or facilitating access to different spaces in the natural environment more generally amongst populations that are known to engage less.

The scope is potentially **large** – for example, activities and interventions can include horticulture, conservation tasks, outdoor crafts, woodwork, exercise programmes, gardening schemes, walking, talks, visits, educational programmes about nature and wildlife – and much more. These will involve different **levels of immersion** in the natural environment, **different roles** (e.g. participant, volunteer), and take place in **settings** that have **different characteristics** (e.g. some might be rich in wildlife and biodiversity, whereas others might be smaller spaces close to the built environment).

Previous research has highlighted the **complexity of establishing definitively the scale of interventions** that encourage engagement with the natural environment as individual organisations tend to collect data on their own activities in a variety of formats, and

activities are funded or commissioned by different funders, local authorities and health organisations.<sup>23</sup>

Renaissi's interpretation is that the review and mapping exercise can most usefully focus on **mapping types of activity** and **creating a framework** that will allow the diversity of the field to be expressed and easily understood. A potential place to start is with the **typologies** that the University of Exeter have developed to characterise natural environment based health interventions which covers the nature of the action, the type of exposure to the natural environment and the type of health promotion.<sup>24</sup> However, Renaissi believe this could be expanded to include a categorisation of the core thematic focus of the activity, the content of the activity, the intended reach and scale, and the delivery arrangements.

This initial map will be underpinned with **examples of activities, different funding arrangements, evaluation methods** (where available), and any **indication from these of impact and sustainability**. Where possible, Renaissi will capture where organisations working in this field have articulated the **quantity** of their activities – but with the caveat outlined above that this is unlikely to result in a meaningful or accurate figure across England as a whole.

The next stage will be to synthesise the map into a **framework with broader categories**. For example, in a framework that the Campaign to End Loneliness developed for services addressing isolation, they developed four areas - foundation services, direct interventions, gateway services and structural enablers.<sup>25</sup>

Although the subject area of this theoretical framework was different, there are obvious parallels with understanding activities to increase access and usage of the natural environment in that the breadth of what is possible needs to be made manageable, practical, and in a language that different commissioners and funders might understand.

Renaissi will test **the framework and map** in stakeholder interviews in order to a) identify any gaps b) continue to populate the review with examples from practice and indications of scale. Renaissi believe a more focussed and iterative approach is more useful for Defra's purposes rather than disseminating a survey calling for examples and evidence – as the results are likely to be relatively superficial and subjective. The output from this exercise will be a **framework** and **accompanying narrative** that comprehensively reviews and articulates what already exists, and can be further developed over the course of the research (and beyond).

## **Review of current available evidence**

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<sup>23</sup> Natural England – [a review of nature-based interventions for mental health care](#) (2016)

<sup>24</sup> See <https://beyondgreenspace.net/2017/03/01/what-works-in-nature-based-health-interventions-project/>

<sup>25</sup> See <https://campaigntoendloneliness.org/guidance/theoretical-framework/>

Defra require an updated review of the current evidence base on **what works in supporting increased use and engagement with the natural environment**. There have been several recent reviews from a variety of different angles (e.g. environments rich in wildlife; social and therapeutic horticulture, environmental conservation and care farming; and a wide range of health outcomes).<sup>26</sup> Renaisi interpret this requirement summarising these, and updating with the **most recent policy and research evidence** to support the aims of this research brief.

Renaisi propose supplementing existing evidence with a **literature review** – an approach which provides information on a specific topic within a short period of time, synthesising existing findings. Renaisi will confirm the **parameters** for the review with Defra – date ranges of sources; geography; population; types of interventions; and the number of sources to include. **Sources** are likely to include government publications; grey literature from organisations in the sector; and academic journal articles. Renaisi will also produce an outline **search strategy** and **key terms**.

After agreeing documents to be shared in the scoping stage, Renaisi would then **conduct searches** using different academic bibliographical databases as well as broader web based searches. The stakeholder interviews outlined above will also be an opportunity to ask relevant organisations about any work they have been involved with recently or are aware of.

Renaisi will **log assessed sources** that meet the inclusion criteria on a database and obtain and review full text copies using an analytical framework that helps to answer questions outlined in the ITT about what works, for whom and in what circumstances; what is already known about which types of approaches are more effective; and the conditions and enablers that help to explain the causal pathway between activities and increased use of the natural environment (for example, local partnerships, providing opportunities for volunteering, the quality of spaces and opportunities etc.)

Renaisi will also situate the literature review in a brief overview of **existing barriers** that have been identified to access and usage amongst people at risk of poor mental health and wellbeing, as well as **policy drivers** that might incentivise commissioning or funding different approaches (for example, the Public Health Outcomes Framework), as this will be useful background for the case study work with priority populations.

## **Identifying target populations and communities**

Building on discussions in the scoping stage, the aim of this part of the research is to use existing datasets and evidence to identify **four priority areas for in-depth insight work**. Renaisi's assumption at this stage is that an 'area' will be a local authority area, but will discuss with Defra whether Renaisi are interested in insight at a neighbourhood/ward level.

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<sup>26</sup> For example – Natural England (2016); University of Exeter (2018) [Health and the natural environment](#); University of Essex/Wildlife Trust [research](#)

Existing research suggests that there are a **variety of factors** that increase the **risk of poor mental health and wellbeing** including other health conditions, economic inactivity, age, marital status and housing tenure. The MENE survey and other studies indicate that the **populations and communities least likely to access the natural environment are BAME, and living in the most deprived areas**.<sup>27</sup> Renaisi will summarise what is known already about both these issues prior to any shortlisting of priority areas.

Whilst there are national level surveys that exist and use measures of mental health and wellbeing (for example, the Health Survey for England; and the ONS wellbeing surveys), the data from this is only available at national or regional level, which does not help in terms of identifying specific geographical areas. Renaisi's assumption is that MENE data is also not available below a regional level but Renaisi will explore this with Defra based on the emerging PHE research on usage of the natural environment referenced in the ITT.

Renaisi's proposed **approach to identifying key populations** for the four priority areas is as follows:

- Using **IMD 2015** (where areas are measured and ranked across seven domains of deprivation) Renaisi will draw out the 20 local authority districts with the highest proportion of their neighbourhoods in the most deprived 10 per cent of neighbourhoods
- Apply an **additional set of criteria to each of the 20 local authority areas** that cover the highest risk factors for poor mental health and wellbeing (Renaisi will refine this from the evidence review – but it will most likely cover ethnic group, unemployment levels, and health conditions). This will draw on local area report data from NOMIS and PHE health profiles for local authority areas.
- Profile the **land use data** for each of the 20 local authority areas using the Co-ordination of Information on the Environment codes (Natural, green urban, farmland and built on) – from the database produced by the Urban Studies and Planning Department at the University of Sheffield (available online [here](#))

Renaisi will then **shortlist eight areas** and meet with Defra to discuss the desired balance for the four priority areas between region, availability of natural environments, demographics and socio-economic characteristics, and whether or not the area has a Local Nature Partnership in place. Renaisi will keep the other four areas on the shortlist in case any of the four priority areas are not able to participate in the research.

### **Stage 3: Insight work with priority locations (May 2019-Sept 2019)**

The in-depth insight work with four areas is a unique opportunity within this research to explore what is happening **within a local system** to increase usage, and access to the natural environment for those at most risk of poor mental health and wellbeing and to

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<sup>27</sup> For example, Roe et al (2016) [Understanding relationships between health, ethnicity and place and the role of urban green space in deprived communities](#) *International Journal of Environmental Research and Public Health*; MENE (2018) [Headline report](#); DCLG Select Committee [inquiry into public parks](#) (2017)

capture insight from strategic, operational levels, delivery organisations of all sizes, and local residents. To date, there has been focus on looking at the evidence of what works for individual projects, but less at local systems level.

There are **many influences** at **multiple levels** in a local system that will impact on access to and usage of the natural environment. These go beyond the physical environment, and encompass **local policy; organisations and institutions** (health, schools, businesses, the voluntary and community sector, the local authority); **the social environment** (individual relationships, families, support groups, networks); as well as **individuals** (their attitudes, beliefs, knowledge, needs and behaviour).

Renaissi feel it is important that the primary research is grounded in findings from the evidence review, and tests and further explores hypotheses about what is needed to make a difference in the future and support increased use and engagement with the natural environment amongst those most at risk of poor mental health and wellbeing. Renaissi envisage that the **key areas of focus** for the in-depth insight work as being:

- Capturing **what the local system looks like** in each area and how it is experienced
- Exploring with different stakeholders and residents what some of the **challenges and barriers are across the system** and which they feel are most significant in preventing change. This will explore with stakeholders the significance of issues such as knowledge and awareness, leadership, partnership working, governance, organisational capacity, and influences on commissioning decisions etc., and with communities – individual and social factors that influence their behaviour.
- Identifying **examples of good practice** and exploring in depth which factors and conditions helped to break down different barriers
- Understanding the **priorities and motivations for commissioners and funders** in the local area and what **practices** different organisations are using to monitor and evaluate their services
- Testing with participants their ideas for **solutions** and **opportunities** across the local system

## Setting up fieldwork

Once four areas have been selected, Renaissi will identify a key **contact to liaise with**. In areas that have a Local Nature Partnership, this would be an obvious 'route in'. In other areas, the Public Health team might be most appropriate. Renaissi will set up a phone call to explain the **purpose of the research**, the **approach** Renaissi are taking, and what is required from the area in terms of support. Our experience is that having a **key endorser** for the research is vital in terms of helping to co-ordinate at a local level, and facilitate access to other groups. Each local authority area will need to be fully bought into the process, and understand the significance in terms of sharing practice and learning in this field. Renaissi will emphasise that the research is funded by DEFRA and forms an important part of informing the implementation of the 25 YEP.

## Fieldwork activities

Renaishi have prioritised **qualitative methods** in the approach to research with the four priority areas, given there is considerable insight already from national population surveys on wellbeing, physical activity, engagement with the natural environment. In order to fully understand the dynamics of a specific local area, qualitative methods are most appropriate, allowing a richer narrative about experiences, understanding different factors that influence how things are delivered, the impact being achieved, and the dynamics of the local context. Within the activities outlined below, Renaishi will use creative participatory methods where possible. It will not be possible to engage with everyone who has an interest in this issue in a local authority area, so within each of the priority areas, Renaishi will be selecting case studies (particular projects or settings) in order to engage with local residents. However, Renaishi are happy to amend this approach based on Defra's requirements. Renaishi have allocated 8 days of research time to each of the four priority areas in the price.

Local systems are shaped in some way by **local history and structures**. Renaishi will be sensitive to the **context that partners are operating in**, as well as the **pressures of frontline delivery** at grassroots level. Renaishi's proposed methods to gather in-depth insight in each of the priority areas are:

Research activity	Focus
<b>An initial stakeholder workshop</b>	<p>This could include representatives from different local authority departments (e.g. Public Health, parks, planning) the CCG, Health and Wellbeing Board, and local delivery organisations (small community organisations, branches of national organisations etc).</p> <p>The aim will be to explore and understand the local context of the area hearing directly from those who live and work there, and identify the challenges and opportunities. Renaishi will facilitate an <b>interactive process</b> to explore what success looks like within the context of that geographical area and what assets exist already. Renaishi will <b>collectively map</b> the strategic and operational organisations, community groups, partnerships, and residents involved – and who is currently not involved. After the workshop Renaishi will <b>share back a draft systems map</b> that captures the levels within the local system, and the roles and responsibilities of different stakeholders.</p>
<b>In depth interviews with range of stakeholders</b>	<p>Following on from the workshop, Renaishi will conduct up to <b>10 additional stakeholder phone interviews</b>, given that not everyone involved will be able to attend a workshop, and that some will benefit from the space to discuss their perspectives separately with a researcher. Renaishi will ensure they achieve a balance of individuals working at <b>strategic, operational and grassroots</b> levels within the local system. Phone interviews have the advantage of being cost effective and easier to arrange and take part in, particularly for busy participants.</p>

<b>A short survey for local organisations</b>	This will be disseminated to <b>relevant organisations across the local area</b> identified primarily through the systems mapping – for example, schools, GP services, community centres – gathering their views on barriers, challenges, opportunities and solutions. Renaisi will liaise with their key contact in the area to decide the best method for dissemination, and ensure that the survey is <b>precise and short</b> to encourage completion. Renaisi will host the survey on Survey Monkey with a key explanation of the purpose and how their data will be used.
<b>Visits, observations and interviews with participants and staff in three different projects in the local area</b>	Renaisi will work with their key contact to identify <b>three projects and activities</b> in natural environment settings. Renaisi's experience is that understanding the value that might arise from particular approaches does not always emerge in interview or workshop settings and that observations help to uncover findings that can feed into other methods of data collection.
	Renaisi will link their visit to a particular activity, and work with staff to identify if participants would be willing to participate in a <b>group discussion</b> or <b>interview</b> with a researcher. These will use narrative techniques that focus on collecting people's stories about their experiences in a sensitive and open-ended way. Renaisi will also develop other participatory techniques to draw out people's insights – including collages, journey mapping, prioritising and ranking exercises to encourage discussion in group settings.
<b>Workshops with residents who do not current engage with the natural environment</b>	Using the local insight from stakeholders Renaisi will identify <b>two projects</b> or <b>community centres</b> where it is known that residents are at high risk of mental health and wellbeing issues and not engaging with the natural environment. This will give Renaisi the opportunity to explore individual barriers that are context specific and gather different perspectives on possible solutions.

After the activities above, Renaisi will review the systems map produced at the start of the fieldwork in each area and update this. Renaisi will **reconvene the stakeholder workshop** at the end of the fieldwork to share their findings, the refined systems map, and focus on **solutions** and **opportunities**. This will include interrogating what working differently might look like and what support is required to make this happen.

### **Video ethnography**

Renaisi frequently work with Close-Up Research – an ethnographic research and video agency based near Renaisi in Hackney who are also working with us on the Environmental Social Action evaluation for DEFRA. Renaisi would include Close-up Research in **one of the four priority areas**, with Elliot Manches accompanying Renaisi on one of the visits to a project to identify an individual or family to tell their story in more depth. He would then



visit the families and explore their experiences through the video ethnography. An example from a similar Close-Up Research project is [here](#).

## Fieldwork practicalities

Renaissi will develop **research tools** – including discussion guides, workshop plans, observational tools, and surveys. For the survey with organisations in local areas, Renaissi will ensure that this has clearance from DEFRA's Survey Control Liaison Unit and acknowledge the four week lead in time required for this.

Renaissi ensure that their research is guided by the **best standards and practice in research ethics**. Renaissi has an established research ethics policy informed by guidelines issued by the Social Research Association which ensures that work is delivered to the appropriate ethical standards. There are a number of steps Renaissi will take to uphold high ethical standards for the research particularly where this involves visits to projects and engagement with residents:

- **Information:** Renaissi will provide clear information sheets, flyers and posters (approved by the client) for potential participants. These will explain who Renaissi are, the purpose of the research, including Renaissi's photographs to encourage participation. Renaissi will discuss any accessibility needs in advance.
- **Consent:** prior to any engagement, individuals will be asked to give written consent (for face to face) or verbal consent (for phone interviews). The researcher will explain the contents of the form to the participant, making it clear that they are free to withdraw from the research at any time. Renaissi's consent forms cover the aims of the project; the role of the participant; confidentiality, including the limits to this around risk and safeguarding; consent to use personal and sensitive data; how their data will be stored (with identifying information removed) and used (with no directly attributable quotes in any reports); who to contact for more information/or in case of a complaint. Renaissi will ensure that all participants understand Renaissi's role as independent researchers and give them confidence to be frank and honest.
- **Safeguarding:** Prior to any research activities, Renaissi will develop protocols and a process for dealing with any disclosures that arise during the fieldwork.

## Stage 4: Analysis and reporting (Oct 2019-Jan 2020)

### Analysis

The research will involve data from **multiple qualitative and quantitative sources** including:

- The mapping and evidence review
- Qualitative data from the four priority areas
- Survey responses from organisations in the four priority areas
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Renaissi's researchers are skilled at **synthesising findings**. Renaissi will use data analysis software **Nvivo** to code and analyse qualitative findings from the four priority areas, and

**Excel** to analyse the survey data. Renaisi's reporting will make it clear what is known more generally about barriers and challenges from the wider literature, and where insight has come from the four priority area case studies. Renaisi will look for **commonalities** across the four areas, but also ensure that Renaisi account for the **specific local contextual factors** in each of the areas and the influence these have on local delivery and solutions. Renaisi will present findings and recommendations in a way that draws out what can be learnt and applied elsewhere in similar contexts.

## Outputs

Renaisi recommend the following reporting outputs:

- **Regular findings summaries** shared with DEFRA and the project steering group
- **Summary of mapping, evidence review** and identify priority areas by end of **April 2019**
- **Interim report by September 2019** – this will be a summary of headline findings and themes across the areas – Renaisi have extended this milestone from the ITT to allow for fieldwork completion
- **Workshop with DEFRA in September 2019** where Renaisi will present the interim findings from the areas, and provide an opportunity for you to challenge and critique these, helping to shape the recommendations for the final reporting. This will also be an opportunity to take into account any policy developments that have emerged over 2019.
- **Draft report** – mid December 2019
- **Final report** – end of January 2020
- **Presentation of findings and project review** with the DEFRA team – end of January 2020.
- **Video ethnography** - Close-Up will share emerging insights with Renaisi's team, write up and share transcripts, and then edit the film. The final output could be a publishable **film of 4-6 mins length**, with additional data generated through the process feeding into final reports.

Ahead of producing a draft report, Renaisi will discuss the requirements of the **different audiences** outlined in the ITT (policy, practitioners, services providers, communities, different sectors). Whilst Renaisi envisage there being one overall report, Renaisi can also produce shorter briefings targeted at different stakeholders. Renaisi will ensure that reports and briefings are in a **visually-engaging open access document** that can be published on DEFRA's website. Renaisi will draw out examples and good practice case studies to help illustrate Renaisi's findings – which can also be published as short and succinct standalone items to encourage engagement with the research.

## Recommendations

Renaisi are motivated by producing work which is **useful and practical** for their clients. This research needs to generate **clear recommendations** that can be used to directly inform actions in the future that will increase access and usage of the natural environment

– covering how different interventions could be planned, delivered, promoted and evaluated.

Renaishi will combine the evidence gathered from secondary research with the findings from the primary research. The research has been designed so each stage builds on the next, and Renaishi's approach to the fieldwork is very **practically focussed** – which will allow Renaishi to produce recommendations that focus on issues around scaling, replicating and developing approaches, and what is needed in terms of support, tools and interventions to increase access and use, drawing directly on the perspectives of those involved. The insight from different local systems will also help us to answer more broad questions around working in a place-informed way, where organisations might support outcomes that are greater than their own.

The recommendations from this research will be applicable to a **range of different sectors and organisations**, as the responsibility for increasing access and usage is shared (for example, across public health, social care, environmental charities, Local Nature Partnerships, planning departments, managers of natural environment sites etc). Renaishi will make sure that their recommendations speak to these different audiences and are clear about which actions, at which levels might have most impact in the future.

Finally, Renaishi are well placed to make recommendations to support **effective monitoring and evaluation**. Renaishi have experience of supporting organisations of different sizes and scale and are aware of the challenges in consistent approaches to evaluation across a diverse range of providers. Other studies have identified issues with a lack of shared approaches to evaluation, different outcomes measures being used, challenges with staff time and capacity, and different requirements from commissioners and funders.<sup>28</sup> These studies have highlighted the need for a more strategic approach to good quality evaluation, recommendations on tools that organisations can use in practical settings, and pooling and sharing evidence across the sector. From looking at previous evaluations as part of the desk review, understanding incentives for commissioners and their priorities, and drawing on what approaches have been taken in the four priority areas, Renaishi will be able to make **proportionate** suggestions on how to better understand the effectiveness of projects in the future.

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<sup>28</sup> See for example University of Exeter (2018) [Health and the natural environment](#); University of Essex/Wildlife Trust [research](#)

## Annex 3 - Charges for the Services

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

Costs				Price (excl. VAT)
Task	Name	Day rate	No. days	
Milestone 1 - Mobilisation *				
Inception meeting, briefing workshop and project initiation doc				
<i>Milestone 1 - Subtotal</i>				
Review and mapping of existing and previous activity				
Review of current available evidence				
10 Stakeholder interviews				
Data analysis and shortlisting to identify key populations				
Update report (April 2019)				
Regular updates to DEFRA				
<i>Milestone 2 - Subtotal</i>				
Milestone 3 - Insight work with four priority areas				
Set up contacts				
Development of research tools				
Engagement in each priority area				

Costs				Price (excl. VAT)
Task	Name	Day rate	No. days	
Video ethnography in one area				
Data analysis, interim report and workshop (Sept 2019)				
Regular updates to DEFRA				
Milestone 3 - Subtotal				
Milestone 4 - Final report and handover				
Data analysis				
Draft report and video (Nov 2019)				
Final report and review presentation (Jan 2020)				
Milestone 4 - Subtotal				
Total Resource Costs				

Any other costs				Price (excl. VAT)
Item	Description including applicable milestone	Unit Cost	Quantity	
<b>Total Other Costs</b>				

**Total Price £76,550.00**

### Indicative Invoice Schedule

	Total No Days	Cost	Indicative Invoice Month
Milestone 1 (Mobilisation)			
Milestone 2 (Desk research and update report)			
Milestone 3 (Insight work and interim report)			
Milestone 4 (Final report and review)			
Total Other Costs			
Total Costs	135.00	£76,550.00	

### Milestones

Delivery milestones are likely to be:

- The interim report will be produced in August 2019;
- The draft research report will be provided in November 2019;
- The final report in February 2020.

Milestones will be agreed within the inception meeting and a contract change note prepared to reflect the agreed milestones and anticipated payment periods.