



Department
for Environment
Food & Rural Affairs



T: 03459 335577
helpline@defra.gov.uk
www.gov.uk/defra

UK Centre for Ecology & Hydrology
Maclean Building
Crowmarsh Gifford
Wallingford
OX10 8BB

Your ref: ITT_7379
Our ref: 31076
Date: 29/09/2020



Award of contract for Developing technologies for Agri-environment monitoring

Following your tender for Developing technologies for Agri-environment monitoring to Natural England, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the Agreement between Natural England as the Authority and UK Centre for Ecology and Hydrology as the Supplier for the provision of the requirement. 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 Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. The Services shall be performed at Centre for Ecology and Hydrology premises, Maclean Building, Crowmarsh Gifford, Wallingford, Berkshire, OX108BB.
2. The charges for the Services shall be as set out in Annex 2.
3. The specification of the Services to be supplied is as set out in Annex 3.
4. The address for notices of the Parties are:

Authority	Supplier
<p>NE Kendal, Murley Moss Business Park, Oxenholme Road, Kendal, LA9 7RL</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>	<p>UK Centre for Ecology & Hydrology, Maclean Building, Crowmarsh Gifford, Wallingford, OX10 8BB</p> <p>Attention: [REDACTED]</p> <p>Email: [REDACTED]</p>

- The Authority may require the Supplier to ensure that any person employed in the supply of the requirement has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier 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 supply of the requirement.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), Accounts-payable.neg@gov.sscl.com. Alternatively, you may post to 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 countersigned copy of this letter, 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 Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Accounts-payable.neg@gov.sscl.com or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

Liaison

[REDACTED]

[REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful supply of the requirement. The Authority

would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of UK Centre for Ecology and Hydrology and within 7 days.

Yours faithfully,

[Redacted]

Senior Category manager
Defra group Commercial

[Redacted]

[Redacted]

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authorities eSourcing System.



Conditions of Contract

Ecm_59103

September 2020

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “Central Government Body” 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:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- “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;
- “Customer” means the person named as Customer in the Award Letter;
- “DPA” means the Data Protection Act 1998;
- “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;

“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 Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“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 Supplier 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 Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“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 Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier 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 Supplier 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 Supplier 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 Supplier'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 Supplier'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 Supplier at any time request a variation to the scope of the Services. In the event that the Supplier 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 Supplier.

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 Supplier 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 Supplier 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 Supplier 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 Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier 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 Supplier, the Customer shall pay the Supplier 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 the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier 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.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 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 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, 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 Supplier under the Agreement (including any sum which the Supplier 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 Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier 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 Supplier 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 Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier 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 Supplier shall vacate the Customer's premises, remove the Supplier'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 Supplier 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 Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier 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 Supplier 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 Supplier's premises, the Supplier 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 Supplier 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 Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier 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 Supplier:

- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier 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 Supplier shall comply with any such notice.

7.2 The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier 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 Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier

pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. 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 Supplier 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 All intellectual property rights in any materials provided by the Contractor to the Customer for the purposes of this Agreement shall remain the property of the Contractor.

9.4 The Contractor hereby grants the Customer:

9.4.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) 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

9.4.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use:

a) any intellectual property rights vested in the Contractor on the date of the Agreement; and which the Contractor uses or contributes in the course of performing the Services; and

b) any intellectual property rights created during the Term which vest in the Contractor but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, but only to the extent that such intellectual property rights are used or contributed to the performance of the Services by the Contractor,

including any modifications to or derivative versions of any such intellectual property rights, in the case of 9.4.2 a. and b. which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.5 The Contractor shall ensure that the third party owner of any intellectual property rights that are used to perform the Services grants to the Customer a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Customer an authorised sub-licence, to use the intellectual property rights in the same to the extent the Customer (or a replacement contractor) reasonably requires in order for the Customer to exercise its rights under, and receive the benefit of, the Agreement (including without limitation the Services). Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the

right for the Customer to sub-license, transfer, novate or assign to the Crown, a replacement contractor or to any other third party supplying goods and/or services to the Customer.

- 9.6 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses 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 Supplier 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 Supplier 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 Supplier 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 Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses

Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier'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 Supplier 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 Supplier 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 Supplier 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.

11.5 The Contractor shall be permitted to publish the results of the Services subject to the consent of the Authority which shall not be unreasonably withheld or delayed.

12 Freedom of Information

12.1 The Supplier 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 Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier'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 Supplier 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 Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier 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 **Error! Reference source not found.:**

14.2.1 the aggregate liability of the Supplier 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 Supplier; and

14.2.2 except in the case of claims arising under clauses **Error! Reference source not found.** and 18.3, in no event shall the Supplier 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.

15 Force Majeure

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 Supplier 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 Supplier with immediate effect if the Supplier:

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 Supplier 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 Supplier (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 Supplier's assets or business, or if the Supplier 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 Supplier 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 Supplier 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 Supplier shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier 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 Supplier 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 Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier 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 Supplier 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 Supplier 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 Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier 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 Supplier 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 Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (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 Supplier 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 Supplier 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 Supplier 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

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. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:
3. The contact details of the Contractor Data Protection Officer are:
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1.
Subject matter of the processing	Email addresses and names related to the project staff from Natural England and the supplier.
Duration of the processing	Until the end of the project
Nature and purposes of the processing	The data will be processed only for the purposes of management of the project
Type of Personal Data	Name, address, date of birth, NI number, telephone number, etc
Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, , members of the public, users of a particular website etc
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Provider will store relevant personal data in an electronic file, specific to the programme, in its central document management system which is stored, backed up and supported within the UK. Some hard copy documentation may also be stored in a physical matter file in the UK. Relevant personal data will be retained in accordance with the Provider's <i>Physical Records Retention Policy</i> , which specifies a standard retention period for 6 years after termination or expiry of the Contract.

Annex 2 – Pricing

No.	Item	Staff Grade	Day £ rate	No. of days	Total price (ex. VAT) £
1	Objectives 1-4	█	██████	█	██████
	Objectives 1-4	█	██████	█	██████
	Objectives 1-4	█	██████	█	██████
2	Report write-up	█	██████	█	██████
	Report write-up	█	██████	█	██████
	Report write-up	█	██████	█	██████
3	Travel & Subsistence				██████
4	Peer review	█	██████	█	██████
	Peer review (external experts)	█	██████	█	██████
Total					68,082.050

Pilot studies

No	Item	Total price (ex. VAT) £
5	Objective 5: Pilot study 1. eDNA	██████
6	Objective 5: Pilot study 2. Eco-acoustics	██████
7	Objective 5: Pilot study 3. Image classifiers	██████
8	Objective 5: Pilot study 3. Drones	██████
Grand Total		£116,152.67

Annex 3 – Specification

Developing technologies for Agri-environment monitoring

Background

Over many years the delivery of Agri-environment schemes (AES) has been supported by a programme of monitoring and evaluation. There is increasingly a need to consider future monitoring approaches to ensure the methods utilise the most appropriate technologies. For example, earth observation and eDNA have been used in recent monitoring projects but have not been implemented at a national scale to assess multiple AES objectives.

The aim of this project is to review how developing technologies could be used to monitor Agri-environment schemes. The focus will be on technologies which are becoming mainstream and which could be implemented in Agri-environment monitoring in the near future.

Existing Monitoring and Evaluation Programme Plan 2015-2020

The existing Monitoring and Evaluation Programme (2015-2020) includes four elements: integrated monitoring, landscape scale, thematic and evaluation and synthesis.

- *Integrated monitoring*: Integrated monitoring is intended to provide a broad evidence base across all scheme objectives, and to enable an integrated assessment of scheme processes and outcomes. Example projects:
 - HLS Resurvey
 - CS Baseline
- *Landscape scale*: The increased focus of AES on delivery at a landscape scale, through targeting in priority areas, necessitates a focus on outputs and results at the landscape scale rather than just the option/agreement level. This is especially true for a number of policy objectives e.g. water quality at various spatial catchment scales, species populations, habitat connectivity/fragmentation etc. Modelling approaches are also required to support the evaluation of results at the landscape scale. Example projects:
 - Landscape scale species
- *Thematic*: Targeted thematic studies have formed a major focus for work under the monitoring and evaluation programme to-date. This approach allows a more detailed exploration of the relationships between outputs and results for specific issues (e.g. a specific habitat type) and an understanding of the factors contributing to success. Example projects:
 - AES and climate change mitigation
 - Retention of arable reversion
- *Evaluation and Synthesis*: The overall evaluation and synthesis of evidence collected from output measures, result indicators and impact indicator attribution.

The range of projects can be seen in the programme's annual reports which highlight recently published projects.

Monitoring techniques

A wide range of monitoring techniques have been used in the 5-year AES Monitoring and Evaluation Programme. Common approaches include:

- field quadrat surveys;
- pan-trapping for pollinators;
- soil core sampling for chemical and genetic analysis;
- bird surveys based on Breeding Bird Survey (BBS) methods;

- visual field assessment for historic environment features.

Projects will increasingly need to make use of new technology; however, these have currently only been used for specific thematic topics or in pilot projects. Here we set out a recent example for earth observation, DNA and acoustic monitoring.

1) Earth observation: Retention of Arable Reversion project

This project assessed whether arable reversion options were retained as grass after Environmental Stewardship agreements ended. For this project earth observation was critical for providing a nationwide assessment of land use in parcels which had been under arable reversion options. A combination of Crop Map of England (CROME), sentinel data and AES option data were used to identify parcels which were likely to be either retained as grassland or converted to arable.

2) DNA: Baseline monitoring of Countryside Stewardship agreements

The CS Baseline project carried out baseline assessments of 500 CS agreements. Part of this project was a pilot study of invertebrate genetics. The project used Nanopore based Metabarcoding to assess the invertebrate diversity under three CS options (AB1, AB9, SW1) and a counterfactual. The identification from DNA methods was compared to morphological identification.

3) Acoustic monitoring: Landscape scale species

The landscape scale species project aims to assess how AES options have benefits at the wider landscape scale, particularly considering mobile species including birds, invertebrates and bats. As part of this project, acoustic monitoring of bats is being used by placing bats detectors in areas contrasting in extent of AES habitat. Detectors are placed for 3-4 days each month from May to August. See LM0457 scoping study for more detail.

Environmental Land Management Scheme (ELMS)

The ELM scheme will start replacing existing schemes over the next 5 years, with full ELM roll out due in 2024. This project will need to consider how the use of developing technologies can be coupled to the change in Agri-environment schemes. More detail on the ELM scheme is in the policy discussion document. Defra is developing an 'Outcomes Framework' for the ELM scheme, as detailed in the Policy Discussion Document. This identifies the outcomes which will contribute to the delivery of the ELM scheme objectives and the specific actions (discrete land management interventions) that will deliver these outcomes, as well as including a variety data about those actions that will underpin policy decisions.

Aims and objectives

The aim of this project is to review how developing technologies could be used to monitor Agri-environment schemes.

The specific objectives for this project are to:

1) Carry out horizon scanning of developing technologies which may be relevant for agri-environment monitoring.

As a minimum this task should consider the use of:

- earth observation,
- DNA based technology,
- acoustic monitoring,
- image recognition software for plants,
- machine learning (for example as required for computer vision).

2) Review how these developing technologies could be used for Agri-environment monitoring.

This task should consider:

- a) How the technology is, or could be, used in wider environmental monitoring.
- b) Where the technology has primarily only been used in research, this task should consider the development steps required before use in environmental monitoring.
- c) If relevant, how other countries use the technology for agri-environment monitoring purposes.
- d) What the limitations are to the developing technology, for example: sensitivity to time of day/year, weather conditions or prohibitive costs.
- e) How the technology could be used to support agri-environment operational delivery such as compliance monitoring or to facilitate results-based payments taking into account the scale of costs for using the technology.
- f) The timescales over which change can be detected in environmental features, which is often a key consideration for agri-environment monitoring.
- g) As a minimum this review (objective 2) should consider the use of:
 - earth observation,
 - DNA based technology,
 - acoustic monitoring,
 - image recognition software for plants,
 - machine learning.

3) Review what outputs/outcomes are relevant for the developing technology

This task should consider how the developing technologies reviewed in objective 2 complement or advance measurements commonly used in agri-environment monitoring. It is important to know to what extent existing data could be comparable following the implementation of new technologies. For example, developing technologies could:

- Provide measurements which are analogous to existing techniques.
- Provide measurements which are surrogate/proxy for what has been measured using existing techniques
- Provide measurements which is not a surrogate/proxy and is different to what has been measured using existing techniques.

This task should consider how the technology matches up with Defra's Outcomes framework and how adopting new measures has implication for existing long-term datasets.

4) Propose how developing technologies could be used in existing and future agri-environment monitoring

This proposal should engage with existing agri-environment monitoring, for example it should consider how developing technologies could build upon the CS Baseline project (LM0458). The proposal should also engage with how the new technology could be used in monitoring the new Environmental Land Management scheme (ELMs).

In this task the contractor should identify next steps that will need to be taken, or evidence gaps identified, for the developing technologies to be used in Agri-environment monitoring. This task should consider how long it will take for technologies to be ready for use in Agri-environment monitoring. For example, the task could consider the following time scales:

- a) Technology ready for use now.
- b) Technology likely to be of use within the next 5 years.
- c) Technology likely to be of use within the next 10 years.

For technologies which may be of use in the next 5 years the proposal should set out what steps could be taken now to enable their implementation over time, while taking into account the impact of costs.

5) Pilot or proof of concept studies to demonstrate how technology could be used for agri-environment monitoring

The project would also like to explore the benefit of a number of pilot studies or proof of concept studies to demonstrate how the technology could be used.

The pilot studies would be dependent on budget availability and should be costed separately so that they can be taken forward where appropriate. We envisage up to three pilot studies and anticipate that they should investigate elements of: earth observation, DNA based technology, acoustic monitoring, image recognition software for plants or machine learning.

We hope the focus of these pilot studies can be developed alongside the work in tasks 1-4. As such the tender response should set out example pilot studies but these will need to be developed between the project steering group and contractor.

Cross cutting objective

There is a critical requirement for in depth expertise and practical experience in these developing technologies. As set out above this will require expertise in earth observation, DNA based technology, acoustic monitoring, image recognition software for plants and machine learning. The review will need to understand the details and challenges of using the approaches in practice and not just in theory. For this cross-cutting objective, we recognise that consortia which bring together a wide range of expertise are likely to be necessary.

Consultation

Consultation with key stakeholders will be important for all the tasks. This is likely to include a mixture of government, NGO and research organisations. For example, we would expect close consultation with Defra Centres of Excellence for EO and DNA.

Outputs

The specific outputs for this project are listed below, to be delivered within the 2020/2021 financial year.

- Interim project update/slide pack reporting the findings of horizon scanning (objective 1) and proposed approaches to be taken forward to objectives 2-4.
- A comprehensive final written report covering all objectives and tasks of the project.
- A '2-page summary' report, using format in Annex 1 'Summary Template' attached in the Bravo entry, summarising the aims, outcomes and implications of the project, for use by policy colleagues, and other non-specialists.
- The contractor will present a webinar to present the results and findings.

Pilot studies

Outputs for pilot studies should enable NE to reproduce the work. This means outputs will need to include pilot study reports with detailed methodologies and the data and code needed to carry out any analysis.

Final reports

The format of the final report will be agreed between the project manager and project leader. Natural England and Defra require the opportunity to comment on draft Final Reports. Bidders should be aware that Natural England and Defra intend to publish final reports on Defra science web pages.

The contractor is also to be aware that Natural England requests that all publication (including oral presentations) of its funded research is notified to the project manager at least two weeks before publication.

Natural England and Defra require the opportunity to comment on draft final report. The appointed contractor will be responsible for ensuring both the quality of the work as well as the presentation of the material (e.g. proof reading, ensuring clear English). The appointed contractor is also to be aware that Natural England requests acknowledgement in the publication of its funded research. All reports should be provided in MS Word and PDF format.

Reporting & Milestones

In order to assist the NE project manager to observe the progress we request that you include sufficient milestones within the project that will demonstrate the progress of the research.

Schedule timescales and deadlines:

- September: Inception meeting of project team and steering group (assume virtual meeting).
- [REDACTED]: Interim project update/slide pack reporting the findings of horizon scanning (objective 1) and proposed approaches to be taken forward to objectives 2-4.
- [REDACTED]: Draft final report (with accompanying draft 2-page summary) and a meeting to present/discuss the results will be arranged by the contractor soon afterwards. NE and Defra will require 4 weeks to provide comments on the final draft to the contractor.
- [REDACTED]: Final report and accompanying final 2-page summary will be provided to Natural England.
- Produce and present a webinar outlining the main results of this project suitable for key staff at NE and the wider Defra group, by the end of March 2021. The webinar will also be recorded for NE's skills port to deliver wider dissemination within Natural England and Defra.

In addition, this project will be paid by achievement of milestones. However, not all milestones need to be associated with payment; and it may be appropriate to include additional milestones that are not related to payment but are used to indicate progress within the project. The frequency of milestone payments should be determined by the contractor; however, we request that they are appropriate and not at a frequency greater than every month.

Should a workshop be included in this project proposal; the milestone payments need to take into account of any associated costs to ensure that the successful contractor has sufficient funds to pay for any workshop costs in advance of the workshop. Defra will not be able to pay any venue hire or refreshments costs on behalf of the contractor.

Project management

Duration: 1st October 2020 – 30 April 2021

Natural England will establish a steering group to oversee the contract including representatives from NE and Defra and other relevant partners. It is anticipated that the steering group will meet to discuss the interim results.

The successful contractor should appoint a project leader. The project leader will be responsible for the management and delivery of the project and will act as the liaison point with the Natural England project manager.

The project leader will be responsible for setting up interim meetings.

Secretariat and production of minutes from meetings is the responsibility of the successful contractor, who will share meeting minutes with the project team, NE and the steering group, where applicable.

The project leader will send a short note (no more than 1-page (A4) written progress update to the NE project manager once a month. The form of these update will be agreed in the inception meeting. The contractor must produce and update a risk assessment analysis of each stage of the works.

Peer reviews

This project requires a comprehensive, externally peer-reviewed final written report suitable for publication as a Defra science report, covering all objectives and tasks of the project. The contractor will be responsible for arranging peer-review of the final report by 2 appropriate reviewers, to be agreed with the Project Steering Group.

For carrying out the peer review Natural England will provide:

- A form for peer reviewers to complete to guide them through key questions
- A declaration for reviewers to sign regarding the use of confidential information and any conflicts of interest.

There should be a minimum of two peer reviewers, and they must be independent of organisations working on the project. A cost for peer review should be itemised in the tender. This should consider staff time to organise the peer review, staff time to edit reports in light of the reviews (subject to steering group agreement) and cover costs for reviewers if required.

IPR and data sharing

All data resulting from this project, project documents, Intellectual Property Rights and other materials will be the property of NE.

Any data collected will be made openly and publicly available, as per Natural England's Access to Information statement in the attached links document.

Travel and Subsistence

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

Rail Travel

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

Mileage Allowance

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

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate (Upper Limit)
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night