



Department
for Environment
Food & Rural Affairs

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Biodiversify Ltd
Flat 2, 64 Saint Augustines Road
London
NW1 9RP

Your ref: ITT_7666
Our ref: Project_30788
Date: 10/11/2020

Award of contract for the provision of Systematic Conservation Planning and Local Nature Recovery Strategies

Following your tender/ proposal for the provision of Systematic Conservation Planning and Local Nature Recovery Strategies 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 contract between Natural England as the Authority and Biodiversify Ltd as the Supplier 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 Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the 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 Natural England, [REDACTED] and Biodiversify, [REDACTED].
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 Term shall commence on 9th November 2020 and the Expiry Date shall be 31st March 2021.

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7. The Authority may require the Supplier to ensure that any person employed in the provision of the Services 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 Services, 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 Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to APinvoices-NEG-U@gov.sscl.com. 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 APinvoices-NEG-U@gov.sscl.com between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [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 delivery of the Services. Natural England would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Biodiversify by 16th November 2020.

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 Authority's eSourcing System.



Conditions of Contract

Short Form Services

November 2020

THIS CONTRACT is dated 9th November 2020

BETWEEN

NATURAL ENGLAND of Foss, House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the "Authority"); and

Biodiversify registered in England and Wales under number 11352631 whose registered office is 6 Great North Road, Cromwell, Newark, Nottinghamshire, NG23 6JE (the "Supplier")

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

BACKGROUND

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

AGREED TERMS

1. Definitions and Interpretation

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

'Approval': the prior written consent of the Authority.

'Authority Website': www.naturalengland.org.uk

'Contract Term': the period from the Commencement Date to the Expiry Date.

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

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

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

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

'Data Protection Legislation': (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

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

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

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

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

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

‘DPA 2018’: the Data Protection Act 2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

‘VAT’: Value Added Tax.

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

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

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing the masculine include the feminine and the neuter;

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

2. Contract and Contract Term

2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the "Services") in accordance with the terms and conditions of the Contract.

2.2 The Contract is effective on 02/11/2020 (the "Commencement Date") and ends on 31/03/2021 (the "Expiry Date") unless terminated early or extended in accordance with the Contract.

3. Price and Payment

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

3.2 The Authority shall:

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

3.3 A Valid Invoice shall:

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

3.4 The Supplier shall submit invoices each month to the Authority at the following addresses: Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ

3.5 The Supplier acknowledges that:

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

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

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

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

4. Extension of the Contract

4.1 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to 6 months.

5. Warranties and Representations

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

- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- b) the Contract is executed by a duly authorised representative of the Supplier;
- c) in entering the Contract, it has not committed any Fraud;
- d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;

- g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

- a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
- b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and
- c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6. Service Standards

6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.

6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.

6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:

- a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred;
- or

b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.

6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.

6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.

6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.

6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

7. Termination

7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.

7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:

a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;

b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the Insolvency Act 1986, or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;

c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;

d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;

e) subject to Clause 7.3, the Supplier commits a Default;

- f) there is a change of control of the Supplier; or
- g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

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

8. Consequences of Expiry or Termination

8.1 If the Authority terminates the Contract under Clause 7.2:

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

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

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

8.3 Save as otherwise expressly provided in the Contract:

- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9. Liability, Indemnity and Insurance

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

- a) death or personal injury caused by its negligence;
- b) Fraud or fraudulent misrepresentation; or

c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

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

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

9.4 Subject to Clause 9.1:

a) neither Party is liable to the other for any:

(i) loss of profits, business, revenue or goodwill;

(ii) loss of savings (whether anticipated or otherwise); and/or

(iii) indirect or consequential loss or damage

b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.

9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.

9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10. Confidentiality and Data Protection

10.1. Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.

10.2. Clause 10.1 shall not apply to any disclosure of information:

- a) required by any applicable law;
- b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
- c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
- d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.

10.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.

10.4. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

10.5. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- a. a systematic description of the envisaged processing operations and the purpose of the processing;
- b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- a. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

c. ensure that:

(i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

A. are aware of and comply with the Supplier's duties under this clause;

B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

(i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:

- a. receives a Data Subject Request (or purported Data Subject Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority;
- e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f. becomes aware of a Data Loss Event.

10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.

10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- a. the Authority with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Authority following any Data Loss Event;
- e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- a. the Authority determines that the processing is not occasional;

b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

a. notify the Authority in writing of the intended Sub-processor and processing;

b. obtain the written consent of the Authority; and

c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.

d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

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

10.15. The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11. Freedom of Information

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

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

12. Intellectual Property Rights

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

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

13. Prevention of Corruption and Fraud

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

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

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

14. Discrimination

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

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

15. Environmental and Ethical Policies

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

16. Health and Safety

16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.

16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.

16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.

16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.

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

17. Monitoring and Audit

17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.

17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.

17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18. Transfer and Sub-Contracting

18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.

18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:

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

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

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

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

19. Variation

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

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

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

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

20. Dispute Resolution

20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.

20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.

20.4 The obligations of the Parties under the Contract shall not cease or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

20.5 A neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

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

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

21. Supplier's Status

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

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

22. Notices

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

23. Entire Agreement

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

24. Third Party Rights

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

25. Waiver

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

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

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

26. Publicity

26.1 The Supplier shall not without Approval:

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

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

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

27. Force Majeure

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

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

28. Governing Law and Jurisdiction

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

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

29. Electronic Signature

29.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

29.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system.

29.3 No other form of acknowledgement will be accepted.

30. Precedence

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

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

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

SCHEDULE 1 - SPECIFICATION OF SERVICES

1. Background

The overarching ambition of Defra's 25 Year Environment Plan is to 'leave our environment in a better state than we found it and to pass on to the next generation a natural environment protected and enhanced for the future' (Defra 2018). The plan highlights six key objectives, one being that 'we will achieve a growing and resilient network of land, water and sea that is richer in plants and wildlife'. The 'Nature Recovery Network' (NRN) envisaged by the plan will build on the *Making Space for Nature* report (Lawton et al. 2010) which recommended the development of a 'coherent ecological network' in England to help counter habitat loss and fragmentation and declining habitat quality as a result of a range of pressures including land use change, the intensification of agricultural management, disturbance, pollution, nutrient enrichment and climate change.

Thus, the NRN is a key Government commitment. The Network will be an expanded, improved and better-connected set of nature-rich places that also support our net zero ambition and deliver wide benefits for people. The Government recognises that in order to recover nature, we need to improve our existing network of protected sites and other wildlife-rich habitats, providing a greater area of better-connected, higher-quality habitat and that we need to do this in a planned way to ensure that investment can be targeted strategically.

The NRN will be developed through the twin processes of a national level set of priorities, guidance and initiatives, combined with local level planning for Local Nature Recovery Strategies (LNRS). LNRS will be forged through strong local partnerships and will form an integrated patchwork across the country. The Environment Bill, which will resume Parliamentary passage in the near future, will set the foundation for the NRN. It establishes spatial strategies for nature (LNRS) that will help plan for and direct investment in recovery. In particular, section 97 says a LNRS will include:

- a statement of biodiversity priorities for the strategy area, including the priorities, in terms of habitats and species, for recovering or enhancing biodiversity (taking into account the contribution that recovering or enhancing biodiversity can also make to other environmental benefits)
- a local habitat map for the whole strategy area that identifies:
 - national conservation sites in the strategy area
 - any nature reserves in the strategy area provided under section 21 of the National Parks and Access to the Countryside Act 1949 and
 - other areas in the strategy area which in the opinion of the responsible authority—
 - are, or could become, of particular importance for biodiversity,
 - or are areas where the recovery or enhancement of biodiversity could make a particular contribution to other environmental benefits.

We are developing proposals for piloting LNRSs this year in order to test the framework in practice. They will support local decision making to protect our best areas for wildlife, which will be at the core of the Network, and to direct action and investment that will extend, improve or better connect the network of wildlife-rich habitats. Each LNRS will map existing protected wildlife sites, and other areas that are already important for biodiversity. LNRSs will also identify potential new opportunities for

creation or improving habitat for nature or for the environment more generally. Both existing and new areas will be important parts of the NRN.

The basis of any nature network is provided by a set of core sites in which the conservation of biodiversity is the primary purpose. In England, these are provided by the set of statutorily designated National Nature Reserves (NNRs) and privately-owned nature reserves. Sites of Special Scientific Interest (SSSIs) are also central to a network, having important features of nature or geological conservation interest that must be protected despite the land often being used for other purposes. However, it is clear that together, these do not currently provide the requirements for a coherent nature network (Lawton *et al.* 2010). Such a network needs to have a suite of sites that are 'comprehensive' (including the full range of valued biodiversity), 'adequate' (capable of supporting viable populations in the long term) and 'representative' (sampling species, assemblages, ecosystems from throughout their geographic ranges) (Wilson *et al.* 2009).

Systematic conservation planning (SCP) is an approach that has been used throughout the world to identify the optimal location of areas for biodiversity conservation (Margules and Pressey, 2000). SCP is an evidence- and consultative-led approach to identifying the priority areas for conservation within an area (Groves & Game 2016). It is based on three basic principles. First, it involves stakeholders developing a shared vision of what aspects of the environment are important in different places; this can include non-biodiversity elements, such as key areas for agriculture or human settlement. Second, it sets numerical targets for how much of each important biodiversity element should be conserved, making the planning process more transparent, and more open to stakeholder involvement. Third, it uses complementarity-based methods to select sites, such that the selection of protected areas is based on how much they would add to the existing series, rather than how much of each feature they contain. There are a number of well-established spatial prioritisation tools that help planners to identify priority areas efficiently, and the two most widely used ones are Marxan (Ball *et al.* 2009) and Zonation (Moilanen *et al.* 2005). LNRS have to balance biodiversity interests with other landuse interests and it is difficult to provide a transparent and objective way to do this that will satisfy the range of stakeholders. However, SCP is just such a potential tool.

2. Project Aim

SCP has rarely been used to plan conservation on land in England but was used very successfully to identify the set of potential Marine Protected Areas (Smith *et al.* 2009). There is great potential for its use in England, given the complexities of the land-uses present in the country and the wide range of pressures on the land for its future use. SCP has clear applications to Natural England's national-level planning, but it is also relevant at the more local area-team level. The SCP approach is explicitly collaborative, involving stakeholders in identifying conservation and land-use goals and then discussing the outputs of the analysis to agree spatial priorities. It is therefore, in effect, an objective and systematic way of applying Natural England's "outcomes approach" - delivering better long-term outcomes for the environment through understanding people's interests and needs and working towards a shared vision.

The aim of this project is to test the SCP approach at a local level to assess its utility for terrestrial conservation planning for LNRS. The project will trial the use of SCP in a small number of contrasting LNRS (e.g. western pastoral landscape; eastern arable landscape; northern upland landscape), at least two of which will be adjacent LNRS to explore how a regional analysis could inform the development of LNRS planning and

improve coherence between adjacent LNRS. In addition to the LNRS pilots, each Area Team in Natural England will have a Lead Advisor on the NRN, which will be testing aspects of the toolkit that is being prepared for the NRN – it may be possible to include one or two of these from areas adjacent to the pilot LNRS as part of this project. One of the key delivery mechanisms will be the provision of the new Environmental Land Management Scheme (ELMS), and an ELMS convenor will be in post in each LNRS pilot who will be able to advise on the prioritisation with respect to ELMS. The results of SCP will be compared to more traditional approaches in which hotspots and trade-offs are assessed by expert opinion. Natural England has a number of national analyses, both through SCP and expert opinion, based purely on biodiversity interests which can be used to inform the LNRS analyses.

3. Project Objectives and tasks

The objectives of this project are to test the following hypotheses:

- SCP identifies priority areas better than expert opinion when taking into account a range of other key stakeholder interests and multifunctional benefits, including ELMS;
- That regional analyses across a small number of LNRS provide a better (more coherent) solution than if they were undertaken independently
 - Final decisions on which LNRS to include in the study will be agreed with NE, but it is anticipated that at least two will be adjoining and contiguous, allowing a wider regional analysis across them both.
 - It is also possible that one or two NRN advisors in areas adjacent to Pilot LNRS might be able to support the project's SCP analyses
- That SCP works equally well in different types of landscape
- That the inclusion of national BD priorities (from national SCP) improves the result compared to just considering local data.

The following tasks will need to be completed as part of this contract. While the proposed tasks are provided here, methods have been left open in some cases for potential contractors to make suggestions. Much of the work will require close working with Natural England staff in national and area teams, to develop the project, access relevant datasets, and interpret the results.

Contractors should explain which SCP tools they would use and why, how they would be used, what datasets they would need and how they would be obtained, and any associated costs.

A. Systematic Conservation Planning for Local Nature Recovery Strategies

- Work with the local area teams who are piloting at least 3 LNRS to identify key features of the local landscape, identify prioritisation targets and key datasets for SCP analysis.
- Collate relevant datasets.
- Work with the local area teams to identify key local stakeholders
- Hold a workshop with stakeholders and NE staff in each LNRS area to identify key spatial issues and spatial datasets and develop a vision for the LNRS that takes into account stakeholder interests; this should include consideration of the needs of other national policy drivers such as peat and tree strategies and the development of a new Environmental Land Management Scheme (ELMS)
- Use SCP approaches to identify priority areas for biodiversity conservation for each LNRS.

- Use the SCP results from national scale analyses at the landscape pilot level to identify how the inclusion of national SCP results informs the LNRS results.
- Consider how data on potential areas for habitat restoration and creation, as mapped by NE's National Habitat Network Maps can be incorporated in the analyses and implement
- Explore the influence of the various multi-functional aspects of land use in the area on the conservation of key aspects of biodiversity
- Compare the results of the various SCP analyses with those from more traditional approaches based on expert opinion
- Workshops with stakeholders in each LNRS at the end of the process to share the results, assess suitability and refine results will be required to gauge stakeholder responses

B. Work across neighbouring LNRS to assess the value of a coordinated regional approach to SCP.

- Use the conservation priorities and stakeholder interests identified from individual but adjoining and contiguous LNRS to develop a regional SCP
- Compare the results from individual LNRS to the regional SCP to review the benefits of undertaking additional regional SCP analyses for improving coherence and how each LNRS will contribute to the larger NRN

C. Assess the potential use of SCP as part of the development of LNRS

- Drawing on the work carried out in parts A and B, draw conclusions on the potential value of the use of SCP as part of the LNRS process.
- This should include recommendations on:
 - How to engage with stakeholders
 - Which datasets are most useful in an LNRS context – both for biodiversity, ecosystem services and other stakeholder interests
 - What spatial scale is best to work at
 - What the general order and timescales of the process may be required, and resourcing that is needed for undertaking an effective yet practical SCP.

It is recognised that SCP requires a consultative approach with Natural England staff and potentially with a small number of relevant stakeholders, to produce a shared vision for each landscape studied. Thus, it is envisaged that the project will require initial 1-2 day workshops, to explain the approaches and to discuss how they should be applied, followed by meetings (virtual or face-to-face, as appropriate) with a smaller working group to review progress and discuss outputs with a view to informing the ongoing modelling process. Natural England will provide the venues and webinar-type facilities for such meetings, travel costs for the research team need to be included in the costings. Given the current situation with Covid-19, stakeholder and other meetings may need to be undertaken virtually – as such the structure of such meetings may need to be designed in a flexible way to avoid “Zoom Fatigue”.

Natural England will be able to make available a wide range of its spatial data for potential inclusion in the SCP mapping exercises, in standard GI formats (see <http://naturalengland-defra.opendata.arcgis.com/> for details). This includes data on priority habitats, habitat restoration potential, climate change vulnerability (and associated maps on habitat fragmentation etc.), climate change refugia, protected areas, Land Cover 2007 etc. Local teams will have access to a range of more locally relevant data at smaller spatial scales to that which is available nationally. Natural

England will also provide advice on the national tree and peat strategies and ELMS. Access to Local Record Centre biodiversity data, where required, will have to be costed into the proposal. It is anticipated that the following datasets are likely to be essential:

- Priority habitats inventory (NE)
- Biological Records Centre data via the NBN
- Habitat Network Maps (NE)
- National Biodiversity Climate Change Vulnerability Tool (NE)
- National and County (& City) Regional Natural Capital Atlas (NE)
- National Character Area Profiles (NE)
- Monitoring Engagement in the Natural Environment (NE)
- Land Cover Map (CEH)
- Others listed in the Nature Networks Evidence Handbook (Crick et al 2020)

However, tenderers should indicate which datasets (including these and any others) they are likely to use and how they will access them.

4. Required products

- One overall report, summarising in detail aims, methods, results and discussion. This should include recommendations for how SCP might be used as part of the development of LNRS, as well as technical aspects with regard to how a LNRS-scale SCP should be implemented and which spatial datasets are most useful when considering both biodiversity and ecosystem service components.
 - The report must be completed to a standard and in a format suitable for publication as a Natural England Research Report.
 - Opportunities should be taken for submitting papers resulting from this research for publication in peer-reviewed journals and for giving talks at scientific conferences. Any papers produced would be co-authored with Natural England.
 - Thus, the final report can include chapters that are written as draft papers, but with additional details included as chapter annexes.
- Three case-study reports of 1-2 pp, which report the results of the national and local scale studies suitable for demonstrating the use of SCP to LNRS teams in other areas.
- Separate sets of layered maps and conclusions/recommendations for each study area, in a format suitable for sharing internally and with conservation initiatives in those areas. The data should be in a form suitable for Natural England's GIS requirements (vector or raster GIS outputs that we can open, view, analyse and use in ArcGIS).
- Delivery of a webinar of the results of the project for Natural England staff.
- Opportunities will also be sought for communicating results to a wider audience within the conservation sector, if appropriate. Tenders should suggest possible options.

5. Timetable and payment schedule

The contract is expected to be awarded at the beginning of November 2020, with work starting as soon as possible after that. The contract is expected to run until the end of March 2021, when we should have received a draft final report. Payment will be made

for work that has been completed. Payment will be made against key milestones indicated in the project plan.

6. Knowledge and skills required and data access

The project team will require knowledge and skills in the following areas will be needed to successfully carry out the project:

- Proven expertise in using and analysing spatial biodiversity and ecosystem services data.
- Proven expertise in the use of Systematic Conservation Planning software.
- Proven expertise in the running of stakeholder workshops.
- Proven expertise in scientific publishing and in writing guidance material for conservation practitioners
- The ability to work collaboratively with colleagues in other organisations.
- Good project planning and management skills.

Tenderers should indicate whether they have access to the necessary datasets, software and tools or whether this would need to be negotiated with current data holders.

Given the current situation with Covid-19, stakeholder and other meetings may need to be undertaken virtually. Tenderers will need to indicate what facilities they have to undertake such meetings and their experience in facilitating such meetings.

7. Management arrangements and working with Natural England

The Natural England research project of which this contract is part is being led by the Principal Specialist in Conservation Ecology. A number of other Natural England scientists in the Chief Scientist's Directorate, and other staff Area Teams will also be involved in the project and will form a Steering Group for the project.

Although potential contractors should put forward research proposals that could be delivered as a self-contained piece of work, please be aware that Natural England will be able to contribute some additional resources and information to the project, including the provision of Natural England GIS datasets. This will be discussed with the successful contractor at the start of the project.

The contractor will need to work closely with the Natural England team throughout the project, and it is anticipated that there will be an initial project meeting, probably to be held in London, Cambridge or virtually. Project progress meetings will be virtual and will be monthly.

8. Intellectual property rights

All arising intellectual property rights under this contract will be owned by Natural England Please refer to section 7 of our general terms and conditions for more details. The final report(s) of the study should be produced on Natural England headed paper or contain the copyright label 'Natural England 2018'.

As noted above, co-authorship of any scientific publications arising from the study would be shared between the contractor and Natural England.

The contractor will be asked to state at the outset of the study any existing intellectual property they will contribute to the project that Natural England should be aware of. (Any such existing intellectual property would remain the property of the contractor.)

References

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Defra (2018). *A Green Future: Our 25 Year Plan to Improve the Environment*. Defra, London.

Groves, C.R. & Game, E.T. (2016) *Conservation Planning: informed decisions for a healthier planet*. Roberts & Company Publishers, Colorado.

Lawton J.H., Brotherton P.N.M., Brown V.K., Elphick C., Fitter A.H., Forshaw J., Haddow R.W., Hilborne S., Leafe R.N., Mace G.M., Southgate M.P., Sutherland W.J., Tew T.E., Varley J. & Wynee G.R. (2010) *Making Space for Nature: a review of England's wildlife sites and ecological network*. Report to Defra

Margules, C.R. & Pressey, R.L. (2000) Systematic conservation planning. *Nature* 405: 243-253.

Moilanen, A., Franco, A. M. A., Early, R. I., Fox, R., Wintle, B., & Thomas, C. D. (2005) Prioritizing multiple-use landscapes for conservation: methods for large multi-species planning problems. *Proceedings of the Royal Society B* 272: 1885-1891.

Smith, R. J., Eastwood, P. D., Ota, Y., and Rogers, S. I. 2009. Developing best practice for using Marxan to locate Marine Protected Areas in European waters. *ICES Journal of Marine Science* 66: 188–194.

Wilson, K. A., Cabeza, M., & Klein, C. J. (2009). Fundamental concepts of spatial conservation prioritization. Pp 16-27 in (Eds A. Moilanen, K.A. Wilson & H.P. Possingham) *Spatial Conservation Prioritization: quantitative methods and computational tools*. Oxford University Press, Oxford, UK.

SCHEDULE 2 - PRICES

Project stage	Days	Budget
Project management	■	■■■■■
Cross-cutting tasks	■	■■■■■
Task A: Systematic Conservation Planning for Local Nature Recovery Strategies	■	■■■■■
Task B: Work across neighbouring LNRS to assess the value of a coordinated regional approach to SCP	■	■■■■■
Task C: Assess the potential use of SCP as part of the development of LNRS	■	■■■■■
Finalise	■	■■■■■
Total	111.5	£47,550

Project stage	Activity	Days				Budget
		Jan	Feb	Mar	Apr	
Rates		£1000	£1000	£1000	£1000	
Project management	Kick-off meeting	1	1	1	1	4000
	Engagement with NE project team	1				4000
	Monthly progress meetings	1	1			4000
Cross-cutting tasks	Pilot site identification	1	1			4000
	Data collation and preparation		1	1	1	4000
	Engagement with stakeholders	1	1			4000
Task A: Systematic Conservation Planning for Local Nature Recovery Strategies	Workshop with stakeholders	1	1			4000
	Production of conservation planning system		1	1		4000
	Run Marxan Analysis		1	1		4000
	Disseminate results with stakeholders and re-run analysis	1	1	1		4000
	Undertake comparison exercise for different landscapes (Hypothesis 3)		1	1	1	4000
Task B: Work across neighbouring LNRS to assess the value of a coordinated regional approach to SCP	Produce regional conservation planning system		1	1	1	4000
	Produce regional Marxan analysis		1	1		4000
	Undertake regional/national comparison exercise (Hypothesis 2&4)			1		4000
Task C: Assess the potential use of SCP as part of the development of LNRS	Develop questionnaire	1				4000
	Circulate questionnaire to stakeholders	1				4000
	Undertake comparison exercise for expert opinion (Hypothesis 1)	1	1			4000
Finalise	Overall project report	1	1	1		4000
	Three case study reports	1	1	1		4000
	Layers and maps		1	1		4000
	Webinar	1				4000
Total					47550	

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

Data Processing Descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.3.
Subject matter of the processing	The processing is required to ensure that the Processor can effectively deliver the contract effectively
Duration of the processing	The duration of the contract.
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data	No personal data is required to be processed.
Categories of Data Subject	Examples include: Staff (including volunteers, agents, and temporary workers)
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	Data will be passed to Natural England as part of the fulfilment of the contract.