



Department
for Environment
Food & Rural Affairs

Short Form Contract

Conditions of Contract for Services

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1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	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: <ul style="list-style-type: none"> • Government Department; • Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); • Non-Ministerial Department; or • 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;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;

“Customer”	means the Secretary of State for Environment, Food and Rural Affairs;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;

“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order Number”	means the Customer’s unique number relating to the order for Services to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter, including without limitation to deliver the objectives specified at section 1.3 of the proposal and including any modified or alternative services as may be agreed from time to time in accordance with the Agreement;
“Specification”	means the specification for the Services set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 In these terms and conditions, unless the context otherwise requires:
- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
 - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2. Basis of Agreement

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

3. Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

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

4. Term

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

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of

the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
 - 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
 - 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.

- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Contractor or the Staff shall be at the Contractor’s risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer’s premises, remove the Contractor’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.

- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

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

- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property

of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.

9.2 All Intellectual Property Rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials.

9.3 The Contractor hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all Intellectual Property Rights in the materials created or developed pursuant to the Agreement and any Intellectual Property Rights arising as a result of the provision of the Services; and

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

a. any Intellectual Property Rights vested in or licensed to the Contractor on the date of the Agreement; and

b. any Intellectual Property Rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such Intellectual Property Rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in

connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

10. Governance and Records

10.1. The Contractor shall:

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

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

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

11. Confidentiality, Transparency and Publicity

11.1. Subject to clause 11.2, each Party shall:

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

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

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

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

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

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

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

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

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

12. Freedom of Information

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

accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- c. ensure that :
 - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

- i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

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

- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- a. the Customer with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Customer following any Data Loss Event;
 - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;
 - b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Customer;
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

14. Liability

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

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

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

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

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

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

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

15. Force Majeure

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

16. Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 or 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent

amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Contractor shall:

16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and

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

17. Compliance

17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.

17.2 The Contractor shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Contractor shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement

and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

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

20. General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

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

21. Notices

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

22. Governing Law and Jurisdiction

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

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, 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 Customer at its absolute discretion.

[Redacted]

[Redacted]

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

[Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]

	<p>[Redacted text block]</p>
<p>[Redacted text]</p>	<p>[Redacted text block]</p>
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Annex 2:- Contractor Proposal

E001 Knowledge and Expertise

Demonstrate how you would apply your knowledge and experience of developing theories of change and indicators frameworks to meet these elements of the Authority's requirements

Theories of change: LUC has developed and applied theories of change, including logic chains, in the evaluation of public policy interventions. We applied such a framework to assess the effectiveness of Scottish Natural Heritage's engagement with the planning system following a refocus on nationally important assets and issues. In this case we postulated that early engagement – in both policy development and pre-application discussions – would result in better natural heritage outcomes and more efficient use of officer time than 'fire-fighting' at the scale of individual applications. Framed in terms of 'contribution analysis' the assessment confirmed the positive influence of the agency on natural heritage outcomes. We used a similar theory of change framework to assess the influence of Natural Resources Wales on natural resource outcomes following creation of the new agency.

Rural Focus developed and applied theories of change frameworks as part of research into England's Changing Landscapes (2018). This contract, for Natural England, produced a supplement to the England's Changing Landscapes 2010 report (NECR109) and did further work to scope future drivers of landscape change. It used the DPSIR logic chain model (Driver, Pressure, State, Impact and Response) to anticipate the environmental consequences of a range of external drivers. Rural Focus has also completed programme evaluations using logic chains to demonstrate the links between programme inputs and outputs to deliver intended outcomes and assess impacts. Recent examples include an evaluation of the £3M Heritage Lottery Funded Exmoor Moorland for the Landscape Partnership Project (2016) and an evaluation by LUC with GHK of the Peak District Live and Work Rural Programme (2012).

Environment Systems Ltd (ESL)'s SENCE methodology (Spatial Evidence for Natural Capital Evaluation) is based around identified patterns of cause and effect, using existing data and scientific rules representing the delivery of different ecosystem services. The approach was recently used to develop Area Statement ecosystem mapping for Natural Resources Wales and in current work on the Gwent Levels for RSPB. ESL also routinely use theory of change and indicators within a monitoring and evaluation framework for our international projects. Specifically, this is for the EO4 cultivar project in Latin America and our Defra funded Darwin Plus projects in the Caribbean.

We are confident that the team's knowledge and experience will ensure that the development of the framework is set within a robust theory of change (developed through Requirement 1) and that logic chains, defined for each indicator under Requirement 4 and tested under Requirement 5, will be used to identify and address evidence gaps or deficiencies.

Indicator frameworks: LUC's experience of developing indicator frameworks is extensive. For example, we were commissioned by Defra and Natural England to develop a comprehensive set of indicators and thresholds for monitoring and assessing the landscape impact of Environmental Stewardship. The results of the project are being used to facilitate improved ELMS delivery by targeting land management options to particular landscapes, to reflect nuances in landscape character. The study was overall category winner in the 2017 Landscape Institute awards for its contribution to landscape policy and research. LUC is now working with Natural England to identify opportunities to extend the capabilities of the existing NCA Indicators and Thresholds Database and present them in an interactive Landscape Atlas, incorporating Countryside Stewardship scheme data and linking back to the National Character Area (NCA) information on landscape characteristics.

LUC is also at the forefront of developing place-based monitoring frameworks, based on the selection of tailored indicators. We have produced State of the AONB reports for 10 AONBs in England and Wales, using an indicator-based approach which recommends the frequency, scale and type of monitoring to undertake to inform each Management Plan Review – from sample square, Landscape Character Area to whole-AONB level. Our work for Cornwall, which began in 2007, established the first comprehensive place-based monitoring programme in the UK for a nationally designated landscape. We have re-visited this baseline twice to

We also recently developed a landscape monitoring approach for Dartmoor National Park, underpinned by evidence from our Landscape Character Assessment of the National Park. All of our monitoring work for the protected landscapes has included indicators across the full range of themes relevant to their designation, including of course Beauty, Heritage and Engagement.

RAU has been leading indicator development for the assessment of public goods with the Sustainable Food Trust (SFT) and the development of the Defra funded [Public Goods tool](#). RAU will apply the knowledge developed throughout these and related projects to identify indicators and datasets that could be used to evaluate beauty and heritage in a UK context. RAU was also responsible for managing the Soil Association's involvement in the [Assurewel](#) programme, which developed industrystandard outcome-based indicators for animal welfare. RAU will use this experience to ensure the project considers the usability of indicators by advisors (and land managers in self-assessment), and logistical implications of ensuring consistent scoring of metrics.

ESL are experts in ecosystem service mapping and remote sensing and will contribute this expertise to the identification of indicators. Current work on the Gwent Levels Sustainable Management Scheme is using satellite data to monitor and model ecosystem changes. A team led by ESL worked on the production of a [national ecosystem methodology](#) for Ireland. The methodology focussed on a number of prioritised and agreed services and identified indicators to quantify ecosystem supply and demand. We will draw on the team's extensive collective experience to review, define and test a suite of indicators (through Requirements 4 and 5) that

accurately reflect BHE outcomes. We will be able to draw on a wide range of tools and expertise, at the cutting edge of this field of work, to design an in-depth yet achievable monitoring programme.

Demonstrate how you would apply your knowledge and experience of working with concepts and communities related to environmental land management and/or alternative stewardship schemes (as well as the evaluations and indicator frameworks used within these schemes), to meet these elements of the Authority's requirements

CCRI have considerable experience of engaging with land managers around a range of ELMS and wider land management issues, employing tools including face to face interviews, workshops and focus groups, phone interviews and on-line surveys. They are currently leading research for Defra / Natural England on the adaptive capacity of agri-environment schemes to climate change. LUC's assessment of the implications of changing species phenology for the timing of prescribed land management operations is being followed by engagement with farmers to explore their experience, and the impacts of severe weather events including drought and flooding.

CCRI is also leading on the land manager consultation for another Defra / Natural England study, exploring the extent to which grassland is retained when AES arable reversion options come to an end, including the amount of land which is subsequently ploughed out and the implications for natural capital. As part of this work, they are carrying out a survey to understand land managers' motivations and reasons for removing or retaining arable reversion.

Other examples include Defra funded project [REDACTED] which gathered evidence of the impact of advice and support on the achievement of HLS agreements and scheme outcomes, to inform delivery of AES under the next Rural Development Programme. The project used a combination of interviews with agreement holders and with those providing advice and support. As part of an initial evaluation of the implementation of Countryside Stewardship (2015/16), CCRI led the development and delivery of applicant and non-applicant interviews, completing over 450 face-to-face interviews across England. The research contributed to a better understanding of the implement of the new scheme and subsequent revisions by NE and Defra.

CCRI previously undertook research for the Welsh Assembly Government which sought to understand farmers' motivations for entering and for exiting Welsh AES. The research helped inform the full-scale review of all the AES funded as part of Rural Development Programme. In particular it aimed to help the Department of Rural Affairs to develop a greater understanding of key factors that led to successful AES. The research involved a telephone survey of 353 agreement holders and 115 non-agreement holders, semi-structured face-to-face interviews with 28 agreement holders and 12 non-agreement holders; and two workshops with AES Project Officers. As part of a project for RSPB, with colleagues at ESL, CCRI is currently engaging with farmers to gauge the impact of the Gwent Levels Sustainable Management Scheme.

LUC's relevant experience includes engagement with communities, land managers and other interests across topics such as the practical application of an ecosystems approach, climate change, recreation and access to the countryside, using workshops, surveys and interviews. LUC

has pioneered community engagement within the landscape character assessment process and worked with farmers on issues such as food standards and conservation grazing.

Rural Focus has been closely involved over the last two years in facilitating new approaches to AES design and delivery. This has included working with the Exmoor Hill Farming Network and Exmoor National Park Authority to develop the costed proposal '[Exmoor's Ambition](#)' (presented to the SoS and to Defra Directors), now being taken forward as an ELMS Test and Trial. They have also worked with the New Forest Farming Group, which advises on the UK's single largest AES agreement, to develop a register of the Forest's natural capital assets and assessments of their extent, condition and change, as the basis for future ELMS support. Rural Focus is currently liaising with a number of other projects seeking Tests and Trials funding from Defra, which will be able to feed into this contract.

RAU will draw on the experience of evaluating public goods provision on a wide range of farming systems throughout Europe, as well as knowledge of social and governance indicators identified through involvement in systematic reviews of social sustainability indicators within the Horizon 2020 funded iSAGE project (www.isage.eu) and the Sustainable Intensification Platform

(<http://siplatform.org.uk/>). RAU were responsible for the management of a Soil Association organic stewardship standards, and led a major review and consultation designed to improve their impact and utility. They will draw on this experience to bring a practical understanding of how outcome-based and practice-based indicators and requirements affect what farmers and land managers actually do. RAU's experience of establishing its Cultural Heritage Institute (which included interviews with 200 organisations and businesses) and its RICS-accredited education and professional training for land agents will help ensure wide participation from the heritage sector and land management professionals. We will draw on this extensive experience of engaging with land managers, advisers and rural stakeholders to inform the design and implementation of an effective engagement process through Requirement 2, in turn providing information on past monitoring processes and 'what works' from the land manager and advisers' perspective to inform Requirement 3.

Demonstrate how you would apply your knowledge of concepts related to Beauty, Heritage and Engagement with the natural environment, to meet these elements of the Authority's requirements

Beauty: LUC has been at the forefront of the approach and application of Landscape Character

Assessment since its inception in the 1990s, preparing the original national guidance for England and

Scotland (2002). LUC recently led the update to the guidance on behalf of Natural England, Natural Resources Wales and Scottish Natural Heritage – the basis for the 2014 approach document published by Natural England. LUC also worked with Natural England to update the [National Character Area profiles](#) to assure better alignment with the European Landscape Convention, analyse ecosystem service delivery and incorporate landscape objectives.

LUC has extensive experience of protected landscapes, including areas justifying national and local designation and work to identify and explore the special qualities of protected landscapes.

Of particular relevance to this contract is the [“Rapid Survey of the Impacts of Environmental Stewardship on Landscape Character and Quality”](#) and earlier [REDACTED] both undertaken for Natural England / Defra through several contracts since 2012. This major research has culminated in an assessment of the landscape effects of ES across 596 survey squares, creating the most comprehensive baseline information on the landscape effects of AES to-date. Based on a methodology developed as part of a previous commission [REDACTED] the larger sample included in this project allowed statistically robust analysis including at the National Character Area and Agricultural

Landscape Type levels. The survey method deployed computer tablet technology, allowing much more rapid and accurate field survey data gathering and analysis. The project identified the principal landscape effects of the most common ES options and explored how the survey findings can be extrapolated nationally. It concluded that ES is meeting the objective of maintaining and enhancing landscape character across all landscape types and themes. The survey database (integrated into GIS), was designed to be flexible for use under the Countryside Stewardship scheme, and can in turn be adapted to analyse any future ELMS scheme .

As part of this work, LUC was commissioned by Natural England to work on the [2016 cycle of the New](#)

[Agricultural Landscapes](#) (NAL) programme, undertaking photographic surveys in ten study

(representing all Agricultural Landscape Types) to analyse how their landscapes had changed over the past 44 years. The NAL programme has been monitoring landscape change every 11-years since the early 1970s. Previous approaches had varied, or not been fully documented, so part of LUC’s task was to define the methodology more precisely, to allow for easier replication in 2027. The study was overall category winner in the 2017 Landscape Institute awards for its contribution to landscape policy and research.

Heritage: LUC has extensive experience in working with some of the country’s most important and sensitive historic environments, understanding their significance and helping to plan for their sustainable future. Our approach to and understanding of the historic environment is grounded in both a strong understanding of the national and international legal and policy framework for the conservation of heritage assets, and practical experience of applying this.

Taking a robust, evidence-based approach, we have assisted numerous local authorities across England better understand and plan for the historic environment of their districts, providing a valuable evidence base for plan-making and detailed impact assessments to support decisions on the use and development of land. Our team has a good working relationship with Historic England, ensuring that we can work productively to secure positive outcomes, up to and including at Examination/Inquiry. We are experts in landscape-scale and area-based approaches to the

historic environment, delivering historic characterisation projects to support management and heritage-led regeneration. This has included contributions to Historic England's 'Heritage Action Zone' programme (HLC of: Greater Weston-super-Mare HAZ [2017-18]; Ramsgate HAZ [2017-18]; Historic Area Assessment of Dewsbury

HAZ [ongoing] and revisions to the East Berkshire HLC [2019]. We are currently working with Historic England to review the national programme of urban characterisation, and to develop a consistent approach to characterisation in support of the new London Plan.

Our team also has significant expertise in delivering asset-based strategies, management plans and policies – ranging from individual assets at risk through to the UK's largest World Heritage Site (WHS).

We have developed planning and management guidance for a WHSs, including the Cornwall and West Devon Mining WHS (2016), and Frontiers of the Roman Empire WHS (2009).

Engagement: LUC has a long track record of planning for access and recreation, including summarising the thousands of consultation responses received by Defra on the major overhaul of access and recreation rights through the Countryside and Rights of Way Act (CRoW), 2000. In 2007 we reviewed the Consultation on Proposals to improve access to the English coast (2007) for Defra. This included evaluation and review of the peoples' views on options proposed by Natural England including the right to walk the length of the coast.

We have provided management planning advice to numerous valued and often contested recreational spaces, from National Parks (e.g. producing the New Forest National Park's first Recreation Strategy following its designation as a national park) to heavily used areas of common land; taking a balanced approach to different uses, interests and legal rights. We've also undertaken major research for Natural Resources Wales, exploring ways of predicting recreational activity within the inter-tidal zone. This included the use of surveys, counters, local stakeholder knowledge and 'big data' such as mobile phone and activity app data.

In 2014 LUC was commissioned by Marine Scotland to review existing information on [marine and coastal recreation](#), with a view to collecting new information if required. The intention was to create baseline information to inform marine spatial plans, and a resource for terrestrial planning. Having concluded that existing data were partial and inconsistent, we designed and implemented an innovative questionnaire survey, including an interactive map to collect spatial information relating to 23 types of activity. The survey recorded more than 52,000 visits to the Scottish coast and provided information on people's motivation, environmental awareness and spend patterns. LUC is currently working with partners at ABPmer on a study for the Irish Marine Institute, developing tourism and recreation evidence for marine planning.

LUC carried out a national pilot study in advance of the introduction of Scotland's right of responsible access (for SNH) and prepared twenty local authority access strategies, more than a dozen community access projects and, in England, a large number of Rights of Way Improvement Plans. Other relevant projects include an audit of marine and coastal recreation in Wales (2009)

for the Countryside Council for Wales to inform the establishment of Highly Protected Marine Areas under the Marine Bill.

RUA have examined how the design of natural resource governance affects public access.

We will draw on the breadth and depth of the team's practical, evidence gathering, policy development and monitoring experience in relation to beauty, heritage and engagement with the natural environment, to inform the scope and detail of the review framework (Requirement 1), including key elements of the logic chains and the selection and testing of indicators (Requirements 4 and 5).

E002 Staff Resources

Adequate and appropriate staff resources allocated to the project

This contract will be led by LUC in partnership with CCRI, Environment Systems Ltd, RAU and Rural Focus. A summary of each organisation is included below, with high level (one page) CVs of each team member included separately. A detailed **Resource Plan** showing the allocation of staff by task is included overleaf.

LUC (Lead contractor): LUC is a multidisciplinary environmental consultancy offering services in landscape planning and management, the historic environment, ecology, landscape design, environmental assessment, planning and spatial analysis. Our services include the design and implementation of monitoring schemes, field survey, creative analysis of spatial and statistical data, stakeholder engagement and reporting.

University of Gloucestershire Countryside Community Research Institute (CCRI): CCRI is the largest specialist rural research centre in the UK, working at the interface of agriculture, society and the environment. Much of our research has focussed on the impact of environmental and economic policies on the farming sector. Our principal research interests are manifested in a rigorous, dynamic and inclusive approach to deepening our shared understanding of rural life. We work with people engaged in agriculture, food and environmental management.

Royal Agricultural University (RAU): RAU has been at the forefront of agricultural education and a key contributor to the land-based sector for more than 170 years. Today, the RAU has more than 1,200 students, established links with industry, and a strong reputation for education and research in agriculture, animal science, business, environment, equine science, farm management, food, real estate and rural land management. Recent appointments have enhanced the university's expertise in the development, monitoring and assessment of sustainable land management systems, and in cultural heritage (establishing a new Cultural Heritage Institute in Swindon).

Rural Focus Established in 2015, Rural Focus is an environmental consultancy firm led [REDACTED]

[REDACTED]

[REDACTED]

Professional services include the evaluation of rural projects and programmes, landscape planning and management, facilitation of stakeholder engagement and participation and the preparation of strategies and action plans.

Environment Systems Ltd (ESL) is an established environmental and agricultural data company, providing trusted evidence and insight to governments and industry across the world since 2003. The consultancy delivers bespoke advice and solutions for land management, monitoring and policy for ecosystems, natural capital evaluation, agricultural trials and agricultural supply chains. The company's recently launched satellite data services deliver always-on, accessible open data insights from satellite Earth observations analytics.

Client management

At the outset of the contract, we will develop a Communication Plan, setting out how we propose to maintain communication with the client and our sub-consultants. At this stage we anticipate this will include:

- Scheduled project meetings including inception meeting and progress meetings, timed to coincide with key milestones, decision points or outputs
- Arrangements for regular project reporting (e.g. fortnightly email or phone updates)
- Opportunities for client involvement in methodological development and field survey
- Arrangements for data and document sharing
- Project outputs including inception/methods report, interim, draft and final reports
- Live project management documentation including the risk matrix and project plan, colour coded to highlight areas of moderate (amber) or major (red) concern
- Communication protocols and reporting lines between LUC and our partner sub-consultants and within the LUC project team

In addition, we will agree a protocol relating to third party communication (e.g. during data collection, or responding to queries during field survey). We will review the Communications Plan with the client at regular intervals, providing updates and clarifications where required.

The LUC Project Manager will be responsible for monitoring progress against the agreed Project Plan (particularly the Key Milestones) and budget, maintaining the risk matrix and providing regular and scheduled updates to the Defra Project Officer. Where programme or budget issues arise, they will explore these with the client to identify causes and agree appropriate mitigation measures





E003 Method statement

Method statement

The overall aim of this contract is to develop a suite of indicators for holding-level monitoring and evaluation of beauty, heritage and engagement with the natural environment, in the context of Environmental Land Management (ELM).

Enhancing Beauty, Heritage and Engagement (BHE) is one of the six public goods objectives underpinning Defra's 25 Year Environment Plan (25 YEP), published in 2018. Defra has identified five draft outcomes that contribute towards BHE and could be delivered by ELM:

1. Enhanced access to the natural and historic environment
2. Enhanced engagement with the natural and historic environment
3. Preserved cultural heritage assets
4. Conserved and enhanced landscape character
5. Conserved and enhanced geodiversity features or assets

This contract aims to fill the recognised gap in monitoring and evaluating BHE through the development of robust indicators. The ITT recognises that while 'thorough and robust' evaluation efforts have been made against BHE – including LUC's detailed work to assess the impact of agri-environment schemes on landscape character and quality¹ and a number of historic environment contracts led by CCRI² – links to wider public benefits have not been a research priority. This new research will build upon the published evidence base and be influenced by farm adviser knowledge to ensure that the wider benefits of BHE are recognised, monitored and evaluated.

[REDACTED]

[REDACTED]

■ Including Defra contracts BD5303, ECM596 and ECM2256 – the latter two comprising the three-year Rapid Survey monitoring project looking at the impact of Environmental Stewardship on landscape character and quality

2 CCRI has recently completed three contracts for HE on the wider benefits of rural heritage using a natural capital approach, and undertook one of the few evaluations of the impacts of AES on the historic environment for Natural England in 2014.

[REDACTED]

[REDACTED]

Task 0a: Inception meeting (video conference) [MILESTONE 1]

Once the revised contract has been confirmed, we will hold an inception meeting with the core Defra team and Steering Group (to ideally include Natural England and Historic England), along with the main members of the consultancy team. Due to likely travel restrictions imposed due to Covid-19, this meeting will be held via Video Conference.

This meeting will be used to confirm the aims and objectives of this contract, run through the methodology, project plan and milestones, discuss the risk matrix and Communication Plan, and confirm the status of the current/ongoing evidence base. It would also be helpful to discuss other work relevant to this contract to include in the light-touch evidence review.

At this meeting it would be helpful to discuss links with other monitoring and indicator-related activity both in Defra and within Natural England and Historic England. A recent example is NE's recent National Natural Capital Atlas and indicator mapping project³ (February 2020). This will ensure that the team is fully abreast of all relevant national activity to inform and influence this project.

³ <http://nepubprod.appspot.com/publication/4578000601612288>

Task 1a: Light touch evidence review

This task will be two-fold and comprise the following elements:

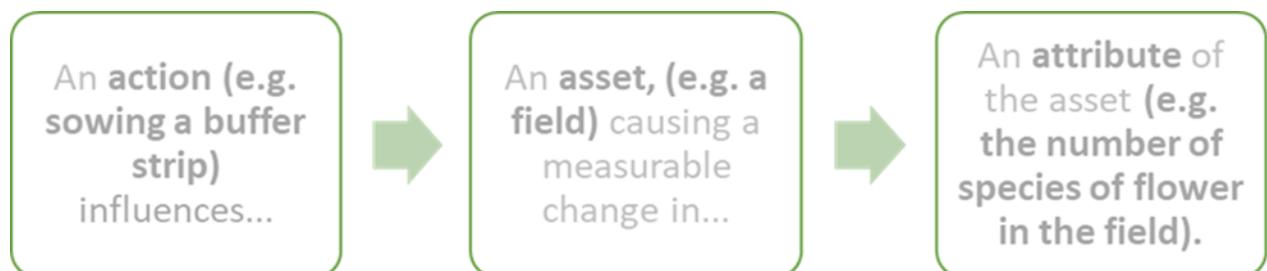
- 1) A review of key BHE literature and any other relevant work being undertaken by others (e.g. Natural England, Historic England). We would be grateful for the Steering Group's assistance in signposting us to anything of relevance at the Inception Meeting. *Please note that literature relating to economic valuation will be reviewed as part of Requirement 3.*
- 2) A high-level review of the most up-to-date (version 7) Outcomes Framework Database (OFD) (concentrating on identifying any key gaps or limitations of relevance to this research).

The review will be led by LUC's monitoring and land management specialists, with specialist inputs from our in-house landscape, cultural heritage, access/recreation and geodiversity experts. Rural Focus Ltd will draw on their involvement in several ELM tests and trials who have started identifying their own indicators/monitoring programmes. We will also draw on RAU's expertise in developing other relevant monitoring tools and indicators for Defra⁴, and CCRI will provide additional specialist heritage and land management expertise.

Task 1b: Asset mapping

The current OFD is relatively high level in terms of defined 'outputs'. Defra has therefore identified a need to understand how actions delivered through ELM would impact on the assets that management is targeting. This would then enable an understanding of 'what' is to be measured through the indicators. The simple diagram at Figure 1 below, produced by Defra, is a helpful graphic of this process:

Figure 1: Diagram showing the asset mapping process



Defra has already started to compile an asset list (both within the OFD and as a separate spreadsheet) which is relatively well developed for natural capital assets (with focus on

⁴ Including the Public Goods Tool (2011): a comprehensive sustainability assessment tool for farming systems, and Sustainable Intensification Platform (SIP) indicator scoping study (2014)

'natural' elements), but work is needed on assets relevant to BHE. It is important to recognise when considering the 'Beauty' aspect that many of the natural capital assets – on their own or in combination – contribute to the perceived beauty or character of a landscape. It will therefore be difficult to separate the two as separate 'types' of asset. This relationship, as well as the less tangible 'assets' that contribute to landscape, will be explored through this task.

Defra has also been exploring how the assets can be mapped back to ELM actions, link through to the functions provided by the assets, then to the outputs and outcomes delivered by the action. Again, it will be important to recognise that many assets have complex relationships with each other that contribute to functioning ecosystems and landscape character – something again to test through this task.

This task will:

- 1) Review the current list of assets relevant to BHE, suggesting any additional ones and considering if those already identified are appropriate. A clear rationale will be provided for all suggestions. This task will highlight those assets which might not be physical features – e.g. perceptual qualities which contribute to 'beauty'.
- 2) Undertake a mapping exercise to 'match' the assets to actions – both those already in the OFD – and suggest any new actions. Attributes of each asset (those elements that will be subject to the action) will also be identified.

For both the above tasks, relationships to other objectives will be highlighted – as many actions will be delivering against more than just the BHE objective. This asset mapping will be undertaken in database (spreadsheet) format, with will then carry through to the indicator selection tasks under Requirement 4.

Task 1c: Short report and recommendations

The findings from both Task 1a and 1b will be summarised into a short report for discussion with the Steering Group. This will set out any recommendations for Defra to consider for improvements to the Outcomes Framework and asset mapping methodology.

Task 1d: Steering Group meeting (video conference) [MILESTONE 2]

We will discuss the findings of this research at a Steering Group held by video conference.

This requirement logically follows on from the light-touch evidence review and asset mapping undertaken under the previous Requirement. It will also 'front-load' the desk-based research tasks, before moving onto the primary research elements which could potentially be affected by the impacts and measures imposed by Covid-19.

This task will review evidence of the value of benefits resulting from actions designed to meet the BHE objective. Defra wishes to develop and implement a methodology to estimate and monetise BHE benefits of the actions in the Outcomes Framework. As well as defining a

methodological framework for assessing these benefits, Defra ultimately wishes to monetise the BHE benefits per action and to assess the implications for value for money.

A number of methodological issues and challenges need to be considered in approaching this task:

- **BHE actions generally deliver non-market benefits.** The majority of BHE benefits cannot be valued using market prices, so need to be assessed using non-market valuation techniques. These include stated preference methods (e.g. contingent valuation and choice experiments to assess the public's willingness to pay for BHE) and revealed preference methods (especially travel cost to value recreational use, and potentially hedonic pricing to examine values through property markets). Some benefits may have market value (e.g. enhanced tourism opportunities) or result in cost savings (e.g. reduced NHS costs due to increased activity rates) which will also need to be assessed.
- **Undertaking new valuation studies is resource intensive.** As far as possible, Defra will wish to use existing evidence of BHE values as undertaking new studies is time consuming and expensive, especially given the methodological challenges involved.
- **The existing evidence base for BHE benefits is incomplete.** In general there is more evidence for recreation than for landscape, heritage and geodiversity. This means that the existing evidence that can be applied to the outcomes framework is patchy and there will inevitably be gaps.
- **The value of benefits varies by location and context.** BHE assets and actions are unlikely to have uniform value – the value of landscapes and cultural heritage assets can be expected to vary by location. Some actions may enhance landscape values in certain locations but not in others. Recreational values may be higher in some areas (e.g. designated landscapes) than others (e.g. wider countryside), while recreational use tends to be high in urban fringe locations. Care is therefore needed in assessing the representativeness of values and in transferring values between contexts.
- **BHE values may be difficult to disentangle from other ELM benefits.** Many actions that contribute to BHE may also deliver other benefits – for example planting a woodland or restoring a peatbog may enhance landscape while also contributing to thriving plants and wildlife, climate mitigation, water quality and protection against natural hazards. It is often difficult to distinguish between BHE benefits and other benefits of relevant actions, particularly from evidence of the public's willingness to pay for the assets or actions. It is clearly important to avoid double counting in the assessment of benefits and value for money.
- **Quantifying change can be challenging.** Even where we have evidence of BHE values, valuing the benefits of actions depends on an ability to quantify the marginal change that an action has on BHE assets and the services they deliver – e.g. the extent to which an action enhances landscape, or the net change in visitor numbers resulting from provision of access.
- **Assessing the additionality of benefits presents added challenges.** The benefits of BHE actions depend on the extent to which they deliver a net change compared to the situation without the intervention. The degree to which landscapes or heritage assets would be at risk of loss or decline without BHE actions needs to be examined. For recreation, the extent of displacement (e.g. provision of recreational access moving users from one site to another) also needs to be assessed.

For these reasons, it will not be feasible for this study to provide a full and complete valuation of the benefits of all BHE actions in the Outcomes Framework. Instead, we propose that this task provides:

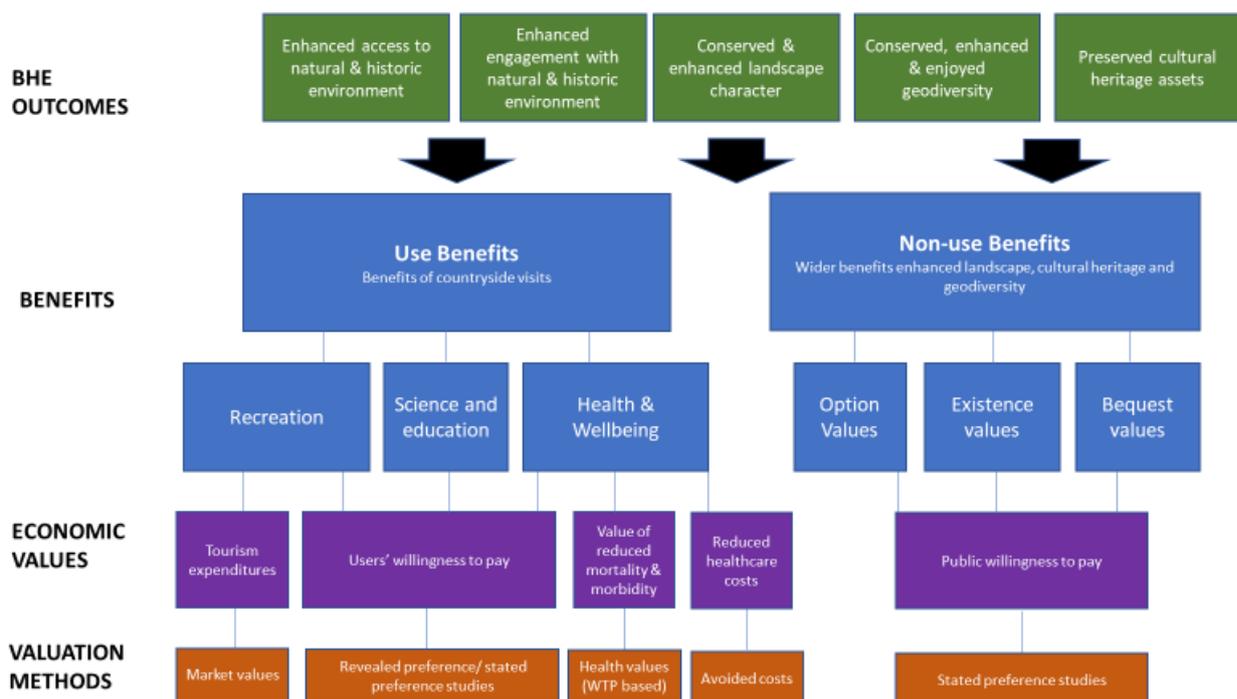
1. A conceptual framework that defines the benefits of BHE actions and the approach to valuing them;
2. A review of the available evidence on BHE values, including a detailed overview and reference source of valuation evidence that can be applied to BHE actions; and
3. Recommendations to Defra regarding next steps in valuing BHE actions and assessing value for money.

Task 2a: Define conceptual framework

We will begin by defining a conceptual framework that specifies the benefits of actions undertaken under the BHE objective and possible approaches to valuing them. This will build on the asset mapping undertaken under Task 1b; linking the outcomes of BHE related actions to the resultant benefits and their value.

Figure 2 illustrates the economic benefits of BHE outcomes from environmental land management. ELM actions are expected to conserve and enhance landscape character, cultural heritage and assets and geodiversity, and to enhance access to and engagement with the natural and historic environment.

Figure 2: Economic benefits of BHE outcomes



These outcomes are expected to deliver a range of benefits to users – by enhancing the number and value of countryside visits, improving mental health and wellbeing and protecting and enhancing scientific and educational assets. There are also wider benefits to society as people gain satisfaction from conservation and enhancement of BHE assets even if they do not experience these assets directly.

The diagram recognises that there can be synergies between BHE actions and that they may deliver benefits in combination. For example, actions to conserve geodiversity and cultural heritage will contribute to landscape quality, and all of these, as well as access and engagement actions, can be expected to influence the number and value of visits to the countryside. Recreation, science and education, health and wellbeing are also influenced by other ELM objectives such as thriving plants and wildlife. Therefore it is unlikely that benefits will be influenced by single actions only.

Some of these benefits may be observed in markets (e.g. through tourism expenditure and reduced healthcare costs). Most benefits, however, are not traded even though people are willing to pay for them. Estimates of the value of these benefits can be made through a range of non-market valuation methods. Revealed preference methods (travel cost and hedonic pricing methods) can be used to assess user benefits while stated preference methods (e.g. contingent valuation and choice experiments) are needed to assess benefits to society overall (including non-use values).

The conceptual framework will map the outcomes to the range of relevant economic benefits and values, and define the alternative approaches to assessing these. It will also identify the range of methodological issues that will need to be addressed in valuing BHE benefits. These include:

- **Additionality** – the extent to which actions deliver additional outcomes and benefits, taking account of potential deadweight and displacement effects;
- **Avoidance of double counting** – the degree to which different benefit estimates are additive without double counting benefits and values;
- **Separation of BHE from other benefits/ values** – particularly where benefits estimates overlap with other ELM benefits – e.g. it may be difficult to separate the value of landscape benefits from other benefits of relevant actions, e.g. for biodiversity, climate and water. Willingness to pay studies may capture a range of benefits;
- **Distinguishing between different types of benefits** – distinction needs to be made between those benefits that contribute directly to economic welfare (e.g. recreational and health benefits) and measures of economic activity/ impact (such as tourism expenditures), recognising that these are not strictly comparable and cannot be added together;
- **Identifying marginal benefits** – valuing BHE actions and outcomes requires evidence of the marginal values of environmental land management initiatives, and not just the total or average values of existing resources;
- **Transferability of benefit estimates** – the degree to which estimates of benefits and values relating to one context or location can be applied to another.
- **Negative landscape impacts** – how to take account of any negative impacts on landscape
- **How to attach different weights to different types of public engagement with nature** (e.g. educational visits that inspire children and adults to care for nature may be valued more highly than other types of recreational visits, local residents' benefits may be higher than tourists' etc.)

Task 2b: Review valuation evidence

The team will review existing valuation evidence relating to access and recreation (including recreational values and associated health and tourism benefits), landscape, cultural heritage and geodiversity. The evidence base is uneven, with a relatively large number of studies having assessed recreational values, but much less evidence related to landscape, cultural heritage and geodiversity.

The review will cover the full range of relevant valuation methods identified above, including stated preference and revealed preference studies, health and tourism values.

Relevant sources include valuation tools and databases such as ENCA (Enabling a Natural Capital Approach) tools and resources, Outdoor Recreation Valuation Tool (ORVal), Ecosystem Knowledge Network, Ecosystem Services Transfer Tool, Environmental Valuation Reference Inventory (EVRI), Environmental Values Lookup (EVL) Tool, LEED Toolkit, Natural Environment Valuation Online (NEVO), ONS (2019) UK Natural Capital Accounts and the Woodland Valuation Tool, as well as academic and government studies. Studies relevant to this topic include the Sen et al (2014) meta-study⁵ of nature-based recreation; eftec (2019) study for Defra and ONS⁶ methodology for assessing nature's contribution to tourism and leisure; Natural England (2006) report on the socio-economic value of geodiversity⁷; Swanwick et al (2007) scoping study on agricultural landscape valuation⁸, Historic England (2018) report on heritage and the economy⁹ and eftec (2005) report¹⁰ on the valuation of the historic environment. We will also draw on the information from the most recent (2018) GB Tourism Survey¹¹.

Health valuation evidence and relevant tools such as HEAT (Health Economic Assessment Tool) for cycling and walking will also be reviewed. The review will also examine valuation evidence relating to biodiversity and habitats – such as studies valuing benefits of the UK

⁵ Sen, A. et al (2014), Economic Assessment of the Recreational Value of Ecosystems: Methodological Development and National and Local Application. Environmental and Resource Economics 57 <https://link.springer.com/article/10.1007/s10640-013-9666-7>

⁶ eftec et al (2019), The ecosystem contribution to tourism and outdoor leisure. Report for Defra <http://randd.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&ProjectID=20245&FromSearch=Y&Publisher=1&SearchText=tourism&SortString=ProjectCode&SortOrder=Asc&Paging=10#Description>

⁷ Natural England (2006), The social and economic value of the UK's geodiversity <http://publications.naturalengland.org.uk/publication/62015>

⁸ Swanwick, Hanley and Termansen (2007) SCOPING STUDY ON AGRICULTURAL LANDSCAPE VALUATION. Report to Defra <file:///C:/Users/N103222/Downloads/AgricLandscapeValuation.pdf>

⁹ Historic England (2018) Heritage and the Economy 2018.

¹⁰ Eftec (2005) Valuation of the Historic Environment. The scope for using results of valuation studies in the

appraisal and assessment of heritage-related projects and programmes.

<https://historicengland.org.uk/images-books/publications/valuation-historic-environment/valuation-historic-environment-exec-summary/>

¹¹ <https://www.visitbritain.org/great-britain-tourism-survey-latest-monthly-overnight-data>

Biodiversity Action Plan (Christie et al, 2011¹²) and the benefits of SSSIs (Christie and Rayment, 2012¹³) – which contain unit values for a range of habitat types and ecosystem services and provide some insights about how landscape values combine with other ecosystem service values.

The review will enable us to develop an inventory of economic values that can potentially be applied to value BHE benefits. The inventory will document references, types of evidence (e.g. peer reviewed journal articles, government studies etc.) methods used, types of benefits valued, location and context, unit values and any methodological issues identified. Some transferable unit values are readily available from existing sources – for example ORVal and Sen et al (2014) provide transferable values for recreational benefits for different types of ecosystems and countryside sites; ONS (2019)¹⁴.

Task 2c: Map valuation evidence to outcomes framework

We will map the available evidence of economic values against the Defra outcomes framework in order to identify the extent to which existing evidence can be used to assess the value of BHE actions and outcomes, and to identify where there are gaps. We intend to include this as part of the database developed under the asset mapping task (1b), to hold in one place as a key project output.

Rather than a detailed analysis against each and every action (of which there are over 600 for BHE in the current version), this task will examine the extent to which each of the five outcomes can be valued, as well as the availability of evidence for each of the types of actions that contribute to these outcomes. The analysis will focus on groups of actions such as provision of access, restoration/maintenance of geodiversity, restoration/maintenance of historic features, restoration/creation/maintenance of habitats and boundary features, provision of signage and interpretation, engagement of stakeholders and communities, provision of events and education etc. We therefore propose to use a typology which covers a manageable number of types of action (approx. 10-12) which can be analysed against the available evidence. This will avoid repetition and ensure the task adds value within the budget available.

This task will enable us to advise Defra on the extent to which the range of BHE actions and outcomes can be valued using existing evidence, and the gaps and methodological challenges involved.

¹² Christie, M et al (2011) Economic valuation of the Benefits of Ecosystem Services delivered by the UK Biodiversity Action Plan. Report for Defra.
<http://sciencesearch.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&ProjectD=17272&FromSearch=Y&Publisher=1&SearchText=ne0112&SortString=ProjectCode&SortOrder=Asc&Paging=10#Description>

¹³ Christie, M and Rayment, M (2012). An economic assessment of the ecosystem service benefits derived from the SSSI biodiversity conservation policy in England and Wales. Ecosystem Services, 1(1). <https://www.sciencedirect.com/science/article/pii/S2212041612000095>

¹⁴ ONS (2019) UK Natural Capital - Urban Accounts
<https://www.ons.gov.uk/economy/environmentalaccounts/bulletins/uknaturalcapital/urbanaccounts>

Task 2d: Identify gaps and develop recommendations for Defra

Based on the above tasks, we will critically appraise the available evidence base on BHE values and assess its fitness for purpose in assessing the value for money of BHE actions. Based on the identified gaps, limitations and challenges, we will identify actions that Defra could take to strengthen the evidence base, e.g. by commissioning new valuation studies or applying non-monetary evidence.

This task will feed into the final report and provide overall conclusions and recommendations regarding the valuation of BHE actions and outcomes and the implications for assessing value for money.

Task 2e: Scoping of further research [MILESTONE 4]

The final task for this requirement will involve working with Defra to scope and specify any further research required to fill the data gaps identified. It will build on the recommendations developed in Task 2d and subsequent discussions with Defra. It will aim to identify and specify:

The objective(s) that the additional research would seek to address, based on the evidence gaps that need to be filled.

- The type of economic valuation evidence needed.
- The methods that will need to be employed to gather the required evidence.
- Details of required sample sizes and sampling strategies for any surveys to be conducted (if primary research is identified as the best way forward), or potential sources of secondary evidence.
- Proposed method for using and aggregating the values obtained to estimate overall BHE values.
- Considerations regarding the economic values and their links to other ELM themes and objectives, including methodological implications relating to avoidance of double counting.

The specifications will be designed to be used by Defra as the basis for the terms of reference for commissioning future research.

Task 3a: Sampling strategy

Telephone interviews with 20 advisers with option of flexibility (within this number) to talk to

[REDACTED]

Before any primary research takes place, we will prepare a sampling strategy for approval by Defra. This will be informed by an agreed set of sampling criteria for identifying participants, including:

- Advisers from a range of different organisations – e.g. Natural England, RSPB, National Trust, NFU, FWAG, Forestry Commission, the protected landscapes and farmer networks
- Advisers covering a range of different land ownership/management situations - e.g. tenanted versus private land (including large landowners e.g. the National Trust or water companies);
- A range of ELM outcome delivery potential (e.g. with or without designated sites/features, public access routes/land, etc).
- A good geographical spread across England (both inland and coastal); ideally with advisers covering all six of the Agricultural Landscape Types; Chalk and Limestone Mixed, Eastern Arable, SE Mixed (Wooded), Western Mixed, Upland Fringe and Upland.
- Those working in an urban/urban fringe context, as their experiences and perspectives on AES and public engagement are often different to their more rural counterparts.

Task 3b: Select participants and compile list of questions [MILESTONE 3]

We understand that Defra will assist with identifying potential participants, and the Steering Group (particularly NE) are likely to have some good suggestions. We will also draw on the team's collective contacts. We will compile a spreadsheet of potential participants set against the sampling criteria. We will share this list with the Defra Project Officer for sign-off before commencing the interviews.

At this stage we will also design a questionnaire for the interviews. The questions will seek to explore the following themes (to be confirmed with Defra):

- Assess experiences of what has worked well in the past – both in AES and more widely – for monitoring and delivery of BHE outcomes, as well as gathering thoughts and suggestions for future approaches.
- Understand potential unintended or unforeseen consequences (both positive and negative) of the delivery and monitoring of BHE outcomes, this should include social (e.g. improved or worsened relations with non-farming community), environmental (e.g. disturbance to ground nesting birds), and economic/business factors (e.g. impacts on yields or diversification benefits.).
- Assess the burden placed on advisers (and land managers) by different measurement and monitoring regimes in BHE.
- Understand experiences around engagement with the public on farmed land, as well as any experiences and attitudes with regards to heritage, and how these inform their present attitudes and orientation towards BHE.

Task 3c: Conduct interviews with farm advisers (and farmers where identified) [MILESTONE 5]

The interviews will all take place via telephone / video conference, with a list of questions sent to each participant in advance to allow them to prepare. The interviews will be carefully structured to allow the respondent to fully participate and explore the issues concerned. We have assumed each interview could last an average of an hour and a half.

Wherever possible (and in agreement with the interviewees), interviews will be recorded. This will also allow for verbatim quotes to be used to add qualitative richness (and bring to life) the research findings.

The interviews will be written up into a Consultation Report, with key points and headline findings highlighted.

Task 4a: Long list of indicators

The collective team brings a strong working and practical knowledge of the use of indicators in monitoring environmental change at different scales. LUC is currently working with Natural England to develop a new Landscape Change Atlas, updating our previous research on indicators and thresholds at the National Character Area level¹⁵. We also understand that NE is currently undertaking further work on indicators with Plymouth University, which we would want to align with. Similarly, any monitoring work being progressed by Historic England will be explored. We plan to have already identified any parallel work at the start of the contract (Inception Meeting and Task 1a).

We will begin this task by reviewing the draft Indicator Assessment Criteria compiled by Defra and put forward any further suggestions. Once agreed, this criteria will be incorporated into an 'Indicator Selection' section of the asset mapping database produced under Task 1b. This will ensure that indicator selection clearly links back to the assets and actions – i.e. what will be measured – and all this information is held in one place.

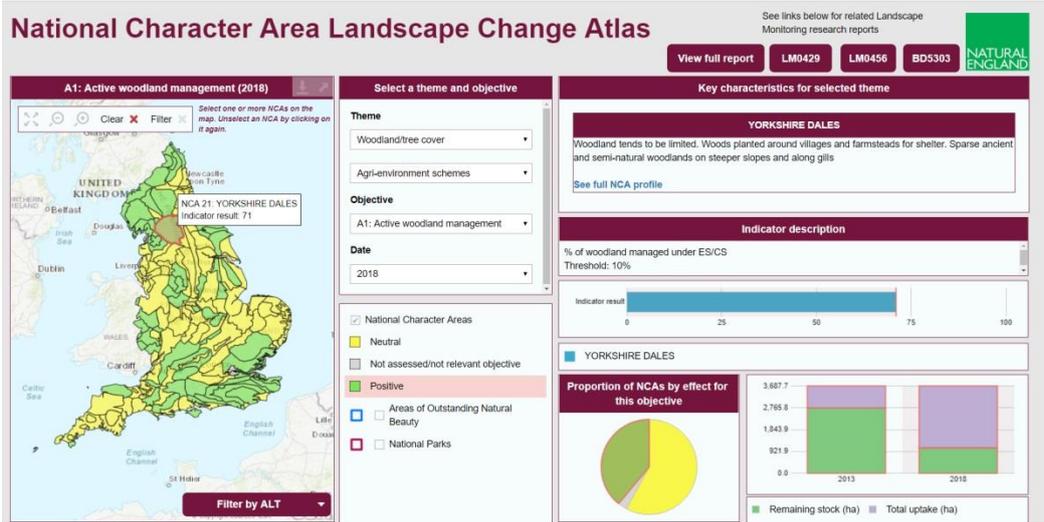
Our strong collective experience in implementing indicator-based environmental monitoring will be drawn upon for this important task; identifying the wealth of data and monitoring techniques available, including the latest innovations in Earth Observation techniques and satellite imagery (ESL are at the forefront of this work area, along with the use of remotely-sensed imagery for monitoring environmental changes), and citizen science – examples being Natural England's Participatory GIS tool (PGIS), Rate my View and bespoke apps designed to collect community opinions on local landscape issues and values through the process of Landscape Character Assessment.

While the ITT suggests that duplication with the national indicators should be avoided, we would advocate a complementary approach where farm/land-parcel scale indicators are able to feed into the measurement of the national BHE indicators, where data allow. For example, the national indicators for monitoring asset condition (e.g. G2: Condition of heritage features) could equally be measured at a farm/land parcel scale using the same nationally available data –with data aggregated upwards to inform the national indicator. Another example is the monitoring data already collected at the sample square level for assessing the impact of AES on landscape character and quality; one of the data sources used to inform national BHE indicator G1: Changes in Landscape and Waterscape Character (see example at Figure 2). Nevertheless, it is likely that some indicators will be unique to farm/land parcel-scale monitoring and less able to be aggregated without significantly diluting or potentially 'skewing' the results.

¹⁵ LUC. *Developing Indicators and Thresholds for Monitoring the Landscape Impacts of Environmental Stewardship at the National Character Area Scale* (November 2013).

It is also important to recognise that ‘Beauty’ is most often experienced at a landscape-scale, and is by nature subjective and often intangible. Farm/land-parcel scale indicators are therefore likely to need interpretation in their wider context. Furthermore, the extent to which a given action will influence perceptions of beauty will be dependent on the character of the landscape where it is taking place, and also the existing condition of that landscape. Woodland planting, for example, will be positive in a landscape where woodlands are a key characteristic, but could have a negative impact in a landscape defined by its openness. Similarly, a given quantity of hedgerow planting could deliver larger benefits in a degraded landscape than in an intact landscape. This suggests that impacts are to some extent determined by context. Such issues will be set out under the ‘Resolution’ assessment criterion for each indicator.

Figure 3: Snapshot of the new NCA Landscape Change Atlas showing how AES uptake data can be scaled up to understand impacts on landscape change at a national level (LUC, 2019)



We will produce a report setting out the long list of proposed BHE indicators, with each presented against the Assessment Criteria with a clear rationale for inclusion and strategy for measurement. Indirect (proxy) indicators will also be identified during this process – i.e. to account for circumstances where indicators are not possible to measure or practical to apply. Any major unintended/unforeseen consequences (positive and negative) will also be highlighted.

We suggest it would be helpful at this stage to ‘road test’ an agreed long list of indicators in five hypothetical case study landscapes (e.g. upland, intensive pastoral, arable, wooded and extensive (peri-urban) pastoral) containing different levels of BHE assets. This could explore whether the indicators would work well in the finest/protected landscapes (where beauty and heritage may be relatively easy to characterise and public access provision is good); versus more ‘ordinary’ areas of countryside where issues and conflict may be more apparent. The case study findings will also be presented in the report for discussion. The report will conclude with a recommended indicator shortlist to take forward to Stage 5.

Task 4b: Steering Group meeting [MILESTONE 6]

LUC and the core members of the wider team will attend a Steering Group meeting to present the report and agree the shortlist of indicators to take forward for further testing. [REDACTED]

Task 5a: Indicator testing

We will agree with Defra the shortlist of indicators to test here, which we suggest cover a mixture of those requiring primary data collection (i.e. field survey) and those that will be monitored using new or existing data (desk-based). We will initially identify 25 areas of managed land for testing (five 'back ups' should issues arise, e.g. access restrictions at the time of survey), building on the sampling strategy from Requirement 3 and the results of discussions with advisers which might have flagged up interesting areas for testing. Each indicator will be tested and results outlined against the criteria developed in Task 4a, also considering accuracy, value for money and unintended consequences. We have costed for in-field testing in 10 areas of managed land.

Task 5b: Draft final report

A draft project report (including Executive Summary) will be circulated electronically to Defra.

Task 5c: Final report and presentation [MILESTONE 7]

Any comments (including from external peer review) will be accounted for in the final report, which will be presented in person to Defra M&E and evidence teams, summarising key learning from the project. We will also submit our project database as an additional key output of this research.

E004 Ability to deliver

Project Plan

A Project Plan is included overleaf, showing delivery of the Authority's Milestones by the dates required in the Invitation to Tender.

Where slippage against the agreed programme occurs, the LUC Project Manager will identify the causes and define appropriate mitigating actions which will be discussed and agreed with the client. The causes of programme slippage can include delays in provision of base data/information (e.g. the results of the People and Nature questionnaire; data or mapping required for indicator testing), delays in agreeing the methodology and sampling strategy, difficulties in identifying and confirming interviews with land managers/advisers, inclement weather during programmed field testing periods, staff illness or other unplanned absence, delays in reviewing or signing off draft and final products.

The cause of delay may originate within LUC or its sub-consultants, the client organisation, third parties or may be out of all parties' control. As required by the ITT, the risk matrix at the end of this document **outlines likely risks that are under our (LUC's) control, although we've added some example external risks in addition**. This risk matrix will be discussed at the Inception Meeting and updated accordingly, and kept under review throughout the course of the contract.

Project management and quality assurance

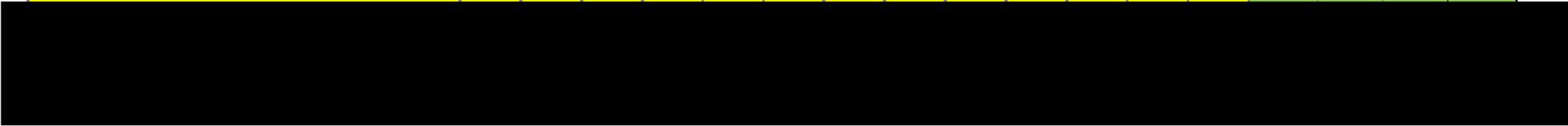
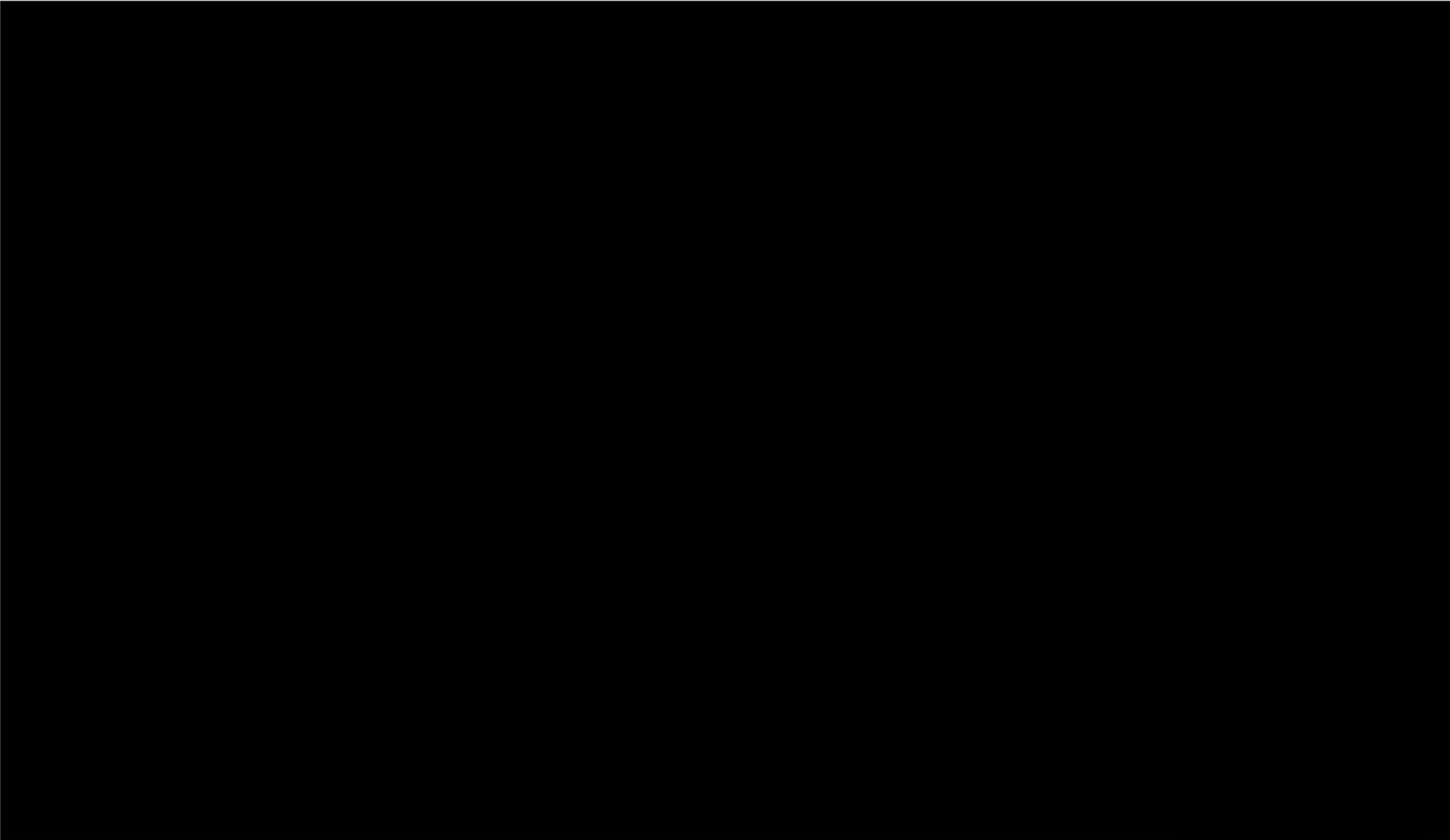
This contract will adhere to LUC's Quality Management System (QMS), allowing progress against tasks, programme and budget to be monitored in real time and for any corrective action to be carried out early in the process. LUC's QMS was registered to ISO 9001: 2008 standard in March 2011 (BSI Registration Number FS 566056). A copy of our ISO 9001 certificate and Quality Policy is available on request. LUC's Project Management System (PMS) is a key element of the Quality Assurance process. Based on the principles of Prince 2, the PMS involves four main stages which are common to all LUC projects; each stage includes a number of procedures. The main stages are:

1. Project Planning
2. Project Delivery and Control
3. Project Completion and Handover
4. Final Invoicing / Archiving

To ensure our projects are managed to a high standard and importantly to the client's satisfaction, each project is assigned:

- A Project Director (equivalent of the Senior Project Manager role) who is responsible for understanding customer needs, ensuring methodologies used are appropriate, and for reviewing outputs to ensure they meet client requirements.
- A Project Manager, who is responsible for implementing our quality management procedures and ensuring the success of the project: delivering to time, budget and the client's satisfaction.

We have reviewed the project management systems operated by our sub-consultants for this tender and are satisfied that they are compatible with, and meet the requirements of, LUC's own PMS.



Risk matrix

We note that the ITT requests that Risk Matrix only articulate key risks under our (LUC's) control – but it is important to stress here that a significant number of risks to this contract will be beyond our control and could lie with the client or external parties/circumstances. We would like to discuss these risks and update the Risk Matrix (which will remain a 'live' document) upon Project Inception to create a comprehensive tool for the smooth running of this contract. **We have included some examples of external risks at the end of the table.**

Key risk	Likelihood (L-H)	Impact	Dependencies	Outline mitigation/contingency
RISKS UNDER LUC'S CONTROL				
Staff illness or departure	M	M	If senior team members were to become unavailable to the project, their experience might be lost and delays might occur while replacements are appointed	The project team has a diverse skill set spread across multiple staff members. Team training will ensure experience is duplicated. Sufficient handover periods will be included for any planned staff changes. Written records will be made of decisions, processes and outputs. Our agreement with sub-consultants will set out requirements in terms of notice of changes in team composition, allowing us to discuss these with the client before they take place.
Insufficient staff resource	M	H	Lack of staff availability could have a direct impact on our ability to meet Project Milestones and deliver the required outputs	Use internal resourcing processes to ensure staff time required on this contract is allocated in staff programming – from tender stage and updated throughout the course of the project.

Contractual difficulties with subconsultants	M	M	If a contractual dispute led to the loss of specific expertise – requiring this to be sourced elsewhere – this could impact on our ability to deliver Project Milestones and outputs.	We have a long and trusted relationship with our sub-consultants, including through our collaboration on the current Defra AES monitoring framework. All sub-contractors are required to enter into a legal contract with LUC.
Poor quality outputs	L	M	Poor quality outputs (e.g. from subconsultants or LUC team members) could lead to contract delays while these are resolved by the Project Manager/Director	All team members (including sub-consultants) will adhere to LUC’s accredited Quality Management System. All LUC staff are trained in the QMS and the LUC Project Director has ultimate responsibility

Key risk	Likelihood (L-H)	Impact	Dependencies	Outline mitigation/contingency
				for assuring quality.
Loss of data	L	H	Loss of data or project outputs could lead to abortive work, and in turn threaten the delivery of Project Milestones and outputs.	<p>We have a number of systems in place to ensure that information is secure at all times. For example:</p> <ul style="list-style-type: none"> • All discs and files entering or leaving the office are tested for viruses using a McAfee Enterprise suite with daily updates of virus signatures. • Ingoing and outgoing emails are all run through the Symantec Email Security service. • All laptop and desktop hard discs are password protected and only accessible by individual personal users. • All data is stored on site-based servers that are real time replicated to servers in another office. In turn the replicated data is backed up on tapes on a central server and are removed regularly to a secure off site location. • Access to the servers is password protected and the servers are also protected by Cisco firewalls. • Site-based data is backed up onto external hard drive and uploaded to the central server as soon as possible

Insufficient sample size (interviews/field testing)	M	M	The quality/robustness of the contract's findings is reliant on an adequate sample size.	40 land managers/advisers will initially be selected for interview, to build in a contingency should interviews be cancelled (beyond LUC's control), unable to be completed or be of poor quality. Five 'Back up' holdings will also be identified for field testing should there be issues of access at the time of survey. We will use the team's collective contacts and networks to identify consultees that
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Key risk	Likelihood (L-H)	Impact	Dependencies	Outline mitigation/contingency
				both meet the criteria and are likely to be keen to participate in the research to minimise the likelihood of 'drop outs' or aborted interviews.
Personal injury during field testing	M	M	Abortive field visits could have an impact on the Project Plan	Risk is mitigated through the use of survey specific risk assessments, buddying and reporting-in protocols, use of appropriate clothing (including footwear and high visibility clothing when working on or close to the public highway) and confining survey locations to publicly accessible locations. Where higher risks are identified, this is reflected in the composition and size of survey teams.

RISKS BEYOND LUC'S CONTROL (EXAMPLES)

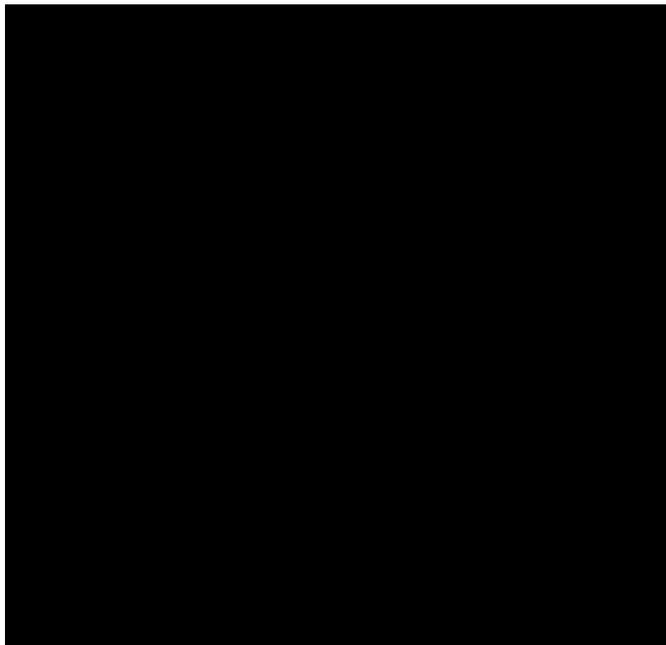
Delay in contract start	M	M	Delays to the contract start – e.g. due to procurement issues – could have an impact on the overall Project Plan, key milestones and time to undertake the research.	The Project Plan to be discussed and updated at the Inception Meeting with Key Milestone dates adjusted where appropriate.
Delays in obtaining/receiving baseline evidence	M	M	Difficulties in obtaining baseline information could impact on the research undertaken under Requirement 1 and the overall programme/related milestones.	LUC will liaise with the Defra project officer to ensure early identification at or following inception and agree adjustments to the Project Plan/Key Milestone dates if required.
Poor quality monitoring data	M	M	If data identified to monitor indicators is of poor quality/unable to be used this could impact on project delivery.	One of the aims of this contract is to identify gaps in evidence; we will also consider whether monitoring data obtained from third parties is of sufficient quality to use in indicator measurement.
Scope creep	M	M	The nature of this research is that the scope may evolve during the course of the contract, potentially impacting on the Project Plan and anticipated project outcomes.	LUC Project Manager to identify revised scope and agree resolution with the client.

Key risk	Likelihood (L-H)	Impact	Dependencies	Outline mitigation/contingency
Staff challenged during field testing	M	M	Abortive field visits could have an impact on the Project Plan	Staff will be briefed to deal with enquiries from farmers or members of the public and carry letters of explanation with them (prepared by Defra if possible). In all cases, field testing will take place on publicly accessible land/from public rights of way. We will explore with the client if prior contact should also be made with the landowners.
Aborted field testing due to adverse weather conditions	M	L	If field testing needs to be aborted due to adverse weather conditions this could impact on the Project Plan and budget (requiring revisits to be made).	Long range weather forecasting will be used to minimise risk. The field testing period within the Project Plan has been designed to build in a contingency to account for delays due to poor weather, with on-site indicator testing to take place later on in the programme (March/early April), when days are longer and weather more likely to be favourable.
Client / external peer review response times	M	M	The Project Plan and delivery of Key Milestones is dependent on Defra (and partners, where appropriate) providing feedback and comments at key points.	The Project Plan and key milestone dates will be confirmed upon contract commencement, with any delays discussed and the Project Plan updated (with agreement on both sides) if necessary.

Project Milestones, Outputs and Timelines

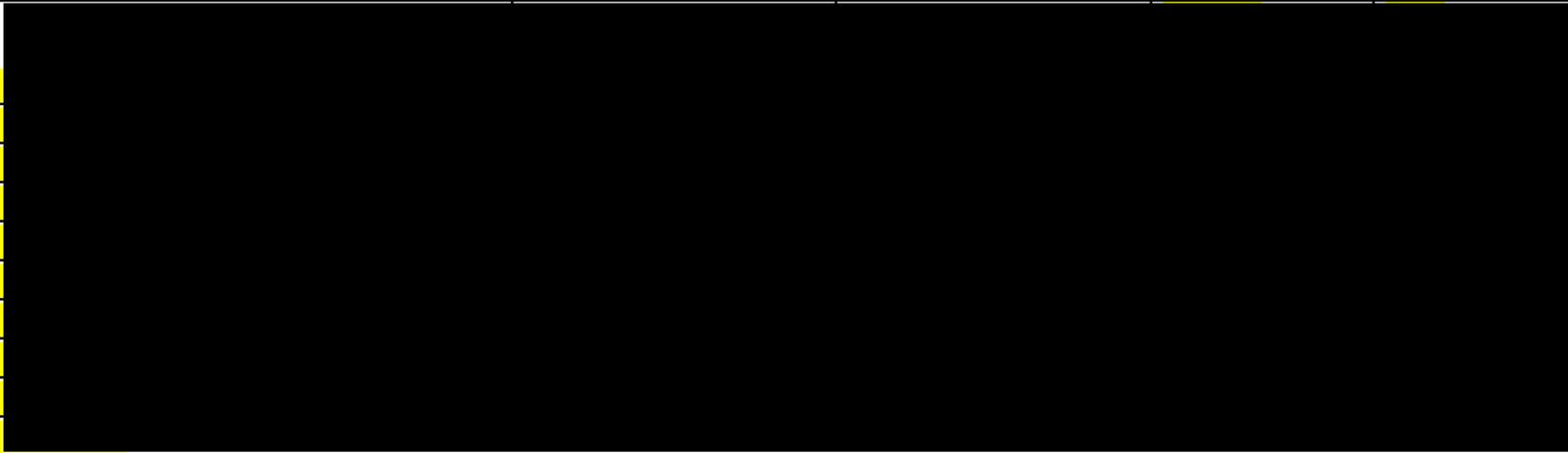
Description of Project Milestones and Outputs		
No.	Milestone	Output(s)
Milestone 1	Review Project Proposal and Inception Initial liaison with Defra, review of project proposal, and formal inception meeting.	Inception Meeting
Milestone 2	Light Touch evidence review and asset mapping Conduct light touch evidence review of BHE literature, complete asset mapping exercise, produce short report and attend steering group meeting.	Short report with results of literature review and asset mapping exercise.
Milestone 3	Sampling Strategy and Question List for Primary Research Produce sampling strategy, select participants, and compile list of questions for primary research.	Sampling strategy Finalised question list.
Milestone 4	Assessment of Monetised Benefits of Actions Produce a conceptual framework for the assessment of monetised benefits of actions under BHE. They will review the existing valuation evidence, mapping this the BHE outcomes framework. They will then identify gaps in the evidence and develop recommendations for Defra, including scoping of primary research.	Document (or documents) containing conceptual framework, review of evidence mapped to BHE outcomes framework, outline of evidence gaps, recommendation and scoping of further research.
Milestone 5	Interviews with advisors Telephone interviews with 20 land management advisers advisors (or farmers).	Consultation report highlighting key points and headline findings.

Milestone 6	<p>Long-List of indicators: List of proposed social (and, where appropriate, socioeconomic) indicators for monitoring and evaluating Beauty, Heritage and Engagement in ELM. Indicators will cover major unintended or unforeseen consequences (positive or negative). Each indicator will be provided with a rationale and a proposed strategy for measurement.</p>	<p>Written report to be presented at in-person meeting in Bristol.</p>
Milestone 7	<p>Indicator testing: Testing of a shortlist of indicators agreed with the steering group, including field and desk based testing. To be trialled at 20 locations.</p>	<p>Final report, summarising findings to date and including lessons learned from indicators testing.</p> <p>Webinar delivered to Defra M&E and evidence teams summarising key learning from project.</p>



Total Fixed Price

£87,981.25

								
Total Project Cost				£87,981.25				

GDPR Statement

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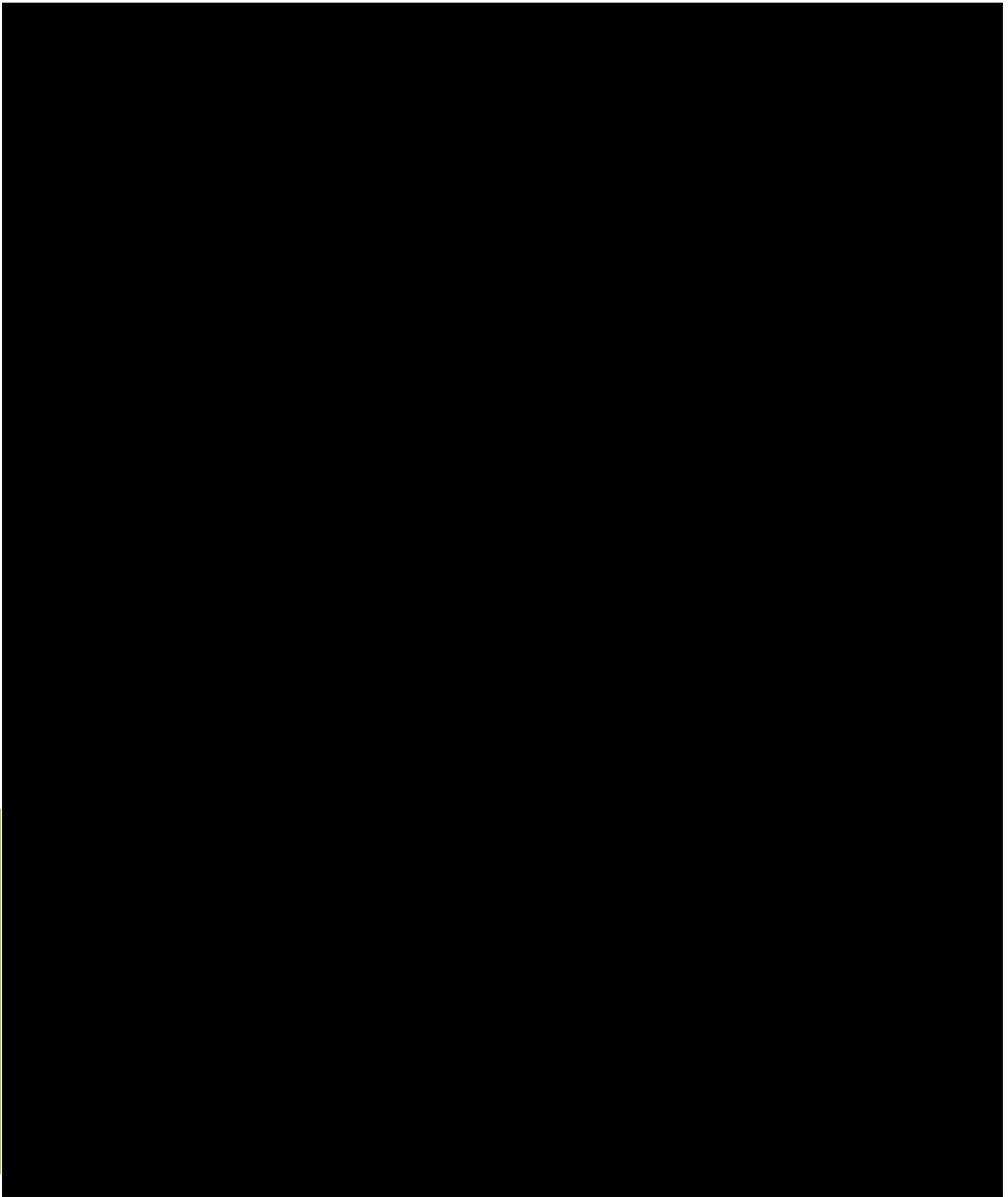
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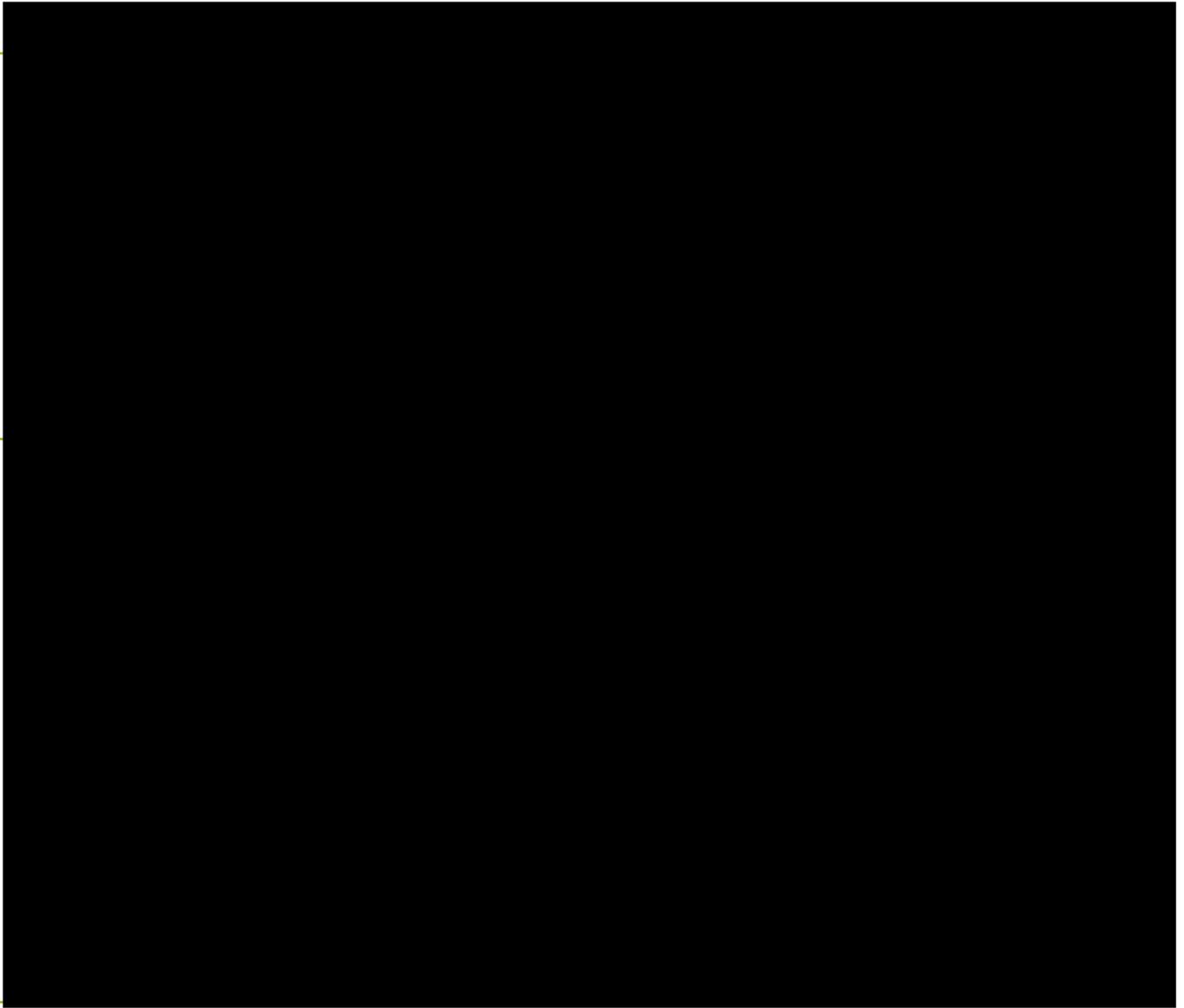
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