



Department
for Environment
Food & Rural Affairs

[REDACTED]
[REDACTED]
[REDACTED]

Green Finance Institute
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Your ref: [REDACTED]
Our ref:
Date: 26/03/21

Dear [REDACTED]

**Award of contract for the supply of Natural Environment Investment Readiness
Fund- Scoping and Design of the Monitoring and Evaluation Programme**

Following your proposal for the supply of services for scoping and design of the Monitoring and Evaluation Programme to Defra, we are pleased to award this contract to you.

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

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

- 1) The Services shall be performed at the Supplier’s premises: [REDACTED]
[REDACTED]
- 2) The charges for the Services shall be as set out in Annex 2 / the Supplier’s quotation dated 24th March 2021.
- 3) The specification of the Services to be supplied is as set out in Annex 3 / the Supplier’s quotation dated 24th March 2021.
- 4) The Term shall commence on 22 March 2021 and the Expiry Date shall be 31 July 2021 *unless extended or subject to early termination.*

- 5) The address for notices of the Parties are:

Customer

Department for Environment Food &
Rural Affairs, [REDACTED]
[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

Supplier

Green Finance Institute
[REDACTED]
[REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

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

Name

[REDACTED]
[REDACTED]
[REDACTED]

Title

[REDACTED]
[REDACTED]
[REDACTED]

- 7) For the purposes of the Agreement the [Staff Vetting Procedures/data security requirements/equality and diversity policy/ [and] environmental policy are found at www.gov.uk
- 8) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: [REDACTED], within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

Liaison

For general liaison your contact will continue to be [REDACTED]

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. We would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of and within 7 days by 2nd April 2021.

Yours sincerely

[Redacted]

Defra Senior Commercial Lead

M: [Redacted]

[Redacted]

Signed for and on behalf of Defra

Name: [Redacted]

Signature:

[Redacted]

Date: 1 April 2021

Name: [Redacted]

Senior Commercial Lead

Signature:

[Redacted]

Date: 1st April 2021

We accept the terms set out in this letter and its [Annex/Annexes], including the Conditions.

Signed for and on behalf of Green Finance Institute

Name: [Redacted]

Chief Operating Officer

Signature:

[Redacted]

Date: 1st April 2021

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) Executive Agency;
- “Charges” means the charges for the Services as specified in the Award Letter;
- “Confidential Information” means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- “Customer” means the person named as Customer in the Award Letter;
- “DPA” means the Data Protection Act 1998;
- “Expiry Date” means the date for expiry of the Agreement as set out in the Award Letter;

“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within 7 days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

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

5 Charges, Payment and Recovery of Sums Due

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

specified in the Late Payment of Commercial Debts (Interest) Act 1998.

5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
- 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

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

the Customer in writing.

- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.2 require that the Supplier replace any person removed under this clause with another suitably qualified personand the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

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

Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

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

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

- 9.3 The Supplier 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 Supplier 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 Supplier 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 Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

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

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

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

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause **Error! Reference source not found.**, 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 **Error! Reference source not found.**, a Party may disclose Confidential Information which it receives from the other Party:

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

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

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause **Error! Reference source not found..**

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

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

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

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance

issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

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

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

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

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause **Error! Reference source not found.**; and
- (b) any request for personal data; and

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

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

14 Liability

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

- 14.2 Subject always to clauses **Error! Reference source not found.** and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including

negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

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

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

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

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

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

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

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

15 Force Majeure

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

16 Termination

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

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

16.2.1 (without prejudice to clause **Error! Reference source not found.**), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and

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

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or

damage to property which could give rise to personal injury.

17.3 The Supplier shall:

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

17.3.2 take all reasonable steps to secure the observance of clause **Error! Reference source not found.** by all Staff.

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

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

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

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

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Supplier or the Staff engages in conduct prohibited by clause **Error! Reference source not found.** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

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

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

19 Dispute Resolution

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

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause **Error! Reference source not found.**, 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 Error! Reference source not found., 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 Error! Reference source not found..

22 Governing Law and Jurisdiction

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

[Annex 2 - Charges]

Key Personnel	Applicable day rate	Total days	Total cost
██████████	████	████	████
██████████	████	████	████
██████████████	████	████	████
██████████	████	████	████
			████

██████████████	████	████	████
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[Annex [2/3] - Specification]

NEIRF Grant Scheme (Programme) Objectives

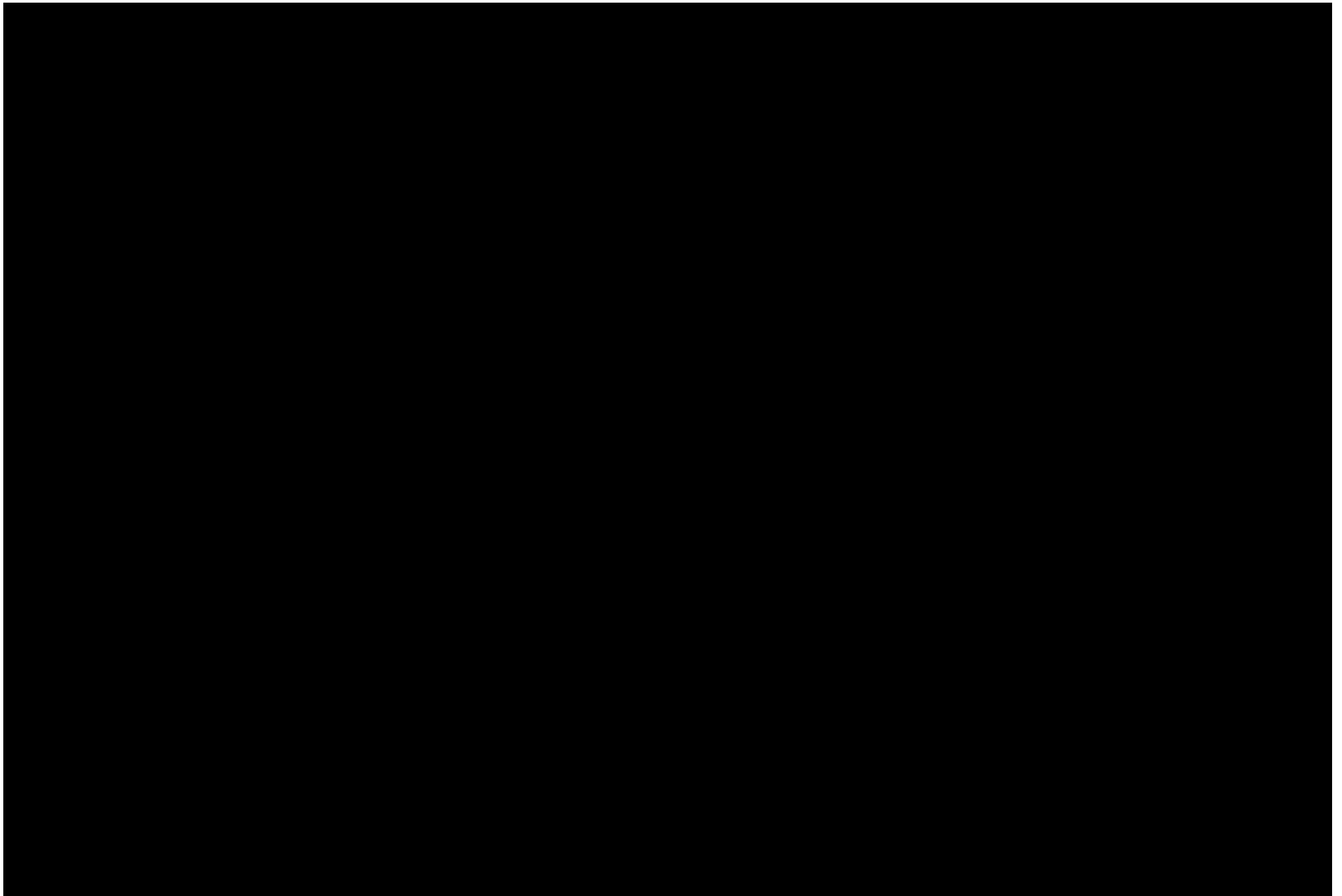
- 1) The aim of the Natural Environment Investment Readiness Fund (NEIRF) is to increase the number of financing options available for natural environment schemes by supporting the development of a pipeline of projects that can protect and enhance the natural environment *and* generate revenue from ecosystem services in order to attract and repay investment. The NEIRF will achieve this aim through:
 - a) Providing grants on a competitive basis (15-20 in year 1) to enable project developers to:
 - i) procure support and advice from professional advisors to aid the development of their investment projects so they present a compelling case to potential investors;
 - ii) build capability and/or address barriers to green finance and investment;
 - iii) develop ecosystem market enablers (e.g. investment platforms, verification codes, aggregator vehicles).
 - b) Actively making the products and learnings from projects developed through the NEIRF openly available for other project developers in the sector to benefit from, to aid and build confidence in the development of the natural capital investment sector and inform policy and regulation.
- 2) To achieve these objectives, Grants will be provided to applicants assessed to have the greatest potential to:
 - a) produce a project/business model which will, when implemented:
 - i) directly protect and/or enhance the natural environment, in line with one or more of HMG's [Natural Environment 25 Year Environment Plan](#) goals; **and**
 - ii) generate revenue and /or cost savings from ecosystem services in order to attract and repay private sector investment;
 - b) produce a project/business model which can be scaled and replicated, and which can capture and disseminate project learning.
- 3) Table 1 outlines the aims and objectives of the NEIRF scheme and the project activities which will lead to NEIRF outcomes and benefits, including relevant Key Performance Indicators. Diagram 1 sets out the NEIRF logic model or Theory of Change. The NEIRF evaluation design should be aligned with both the Theory of Change and the outcomes and benefits table in mind.

Table 1 – mapping benefits and outcomes to scheme aims and objectives

Programme Aims	Programme Objectives	NEIRF Project Activities	Programme Outcomes	Programme Benefits	Programme KPIs
Improve the financial resilience of the natural environment sector and increase the overall level of funding available by stimulating private sector investment by funding the development, testing and demonstration of commercial natural environment business models which generate a sustainable financial return and contribute to the delivery of the goals of the 25 YEP.	<p>Provide technical assistance and capability/capacity-building support grants to stimulate a pipeline of projects.</p> <p>Provide project developers with information on policy and regulation relevant to their project proposal and facilitate support/advice from the relevant regulatory/policy team where appropriate.</p> <p>Actively make the products and learnings from projects developed through the NEIRF openly available for other project developers in the sector to benefit from.</p>	<p>NEIRF grant scheme with provisions for specialist investment support and advice.</p> <p>Provision of Defra group / EA support and advice on regulatory compliance within areas of competence etc, through e.g. Task and Finish groups.</p> <p>Freely available repository of case studies and project model learnings. through e.g. conferences/workshops.</p>	<p>More natural environment projects that can generate revenue to attract/repay private sector investment.</p> <p>Development of replicable and scalable natural environment project models that generate revenue.</p> <p>Acceleration of the development of the natural environment investment sector.</p>	<p>Increased levels of private funding on the domestic natural environment.</p> <p>More funding options for natural environment project developers.</p> <p>Lower cost / better value in achieving government natural environment targets e.g. tree planting, peatland restoration).</p>	<p>£s of private sector investment into NEIRF-supported projects per £ of public investment.</p> <p>No. of NEIRF grants issued.</p> <p>No. of NEIRF project models which go on to receive private investment.</p> <p>£ Invested by the public sector in the projects which are successfully taken ahead.</p> <p>No. or % of project models able to generate revenue to attract and repay private investment.</p> <p>Reduction in per hectare cost to the public purse of tree planting, peatland restoration through Nature For Climate Fund etc.</p> <p>Environmental impact of projects funded through NEIRF (e.g. hectares of habitat restored/created).</p> <p>% of investment in the environmental projects which is coming from private sector (versus public sector)</p> <p>No. of good quality intermediaries/advisors in</p>

Programme Aims	Programme Objectives	NEIRF Project Activities	Programme Outcomes	Programme Benefits	Programme KPIs
					the market. Applicant experience of the process
<p>Provide opportunities for:</p> <p>public, private and third sector investors to invest their capital in a way that generates both a financial return and a positive environmental impact;</p> <p>businesses to increase their resilience and/or discharge their regulatory or voluntary environmental obligations in an impactful and cost-effective way through nature-based solutions; and</p> <p>farmers and land-owners/managers to generate income through increasing the flow of ecosystem services their natural capital assets provide to private sector beneficiaries</p>	<p>Convene communities of project developers, investors and intermediaries/advisors to ensure efforts are aligned to support key stakeholders' needs.</p>	<p>As above plus...</p> <p>Stakeholder forums established with key stakeholders. Including groups for investors, advisors, and project developers</p> <p>Case Studies demonstrate successful development of replicable project models</p>	<p>Stakeholders co-design approach and react positively to the grants programme.</p> <p>New income streams for farmers and land-owners/managers</p> <p>Diversity of funding models, allowing wider variety of environmental interventions to be made</p> <p>More NBSs for businesses to secure value in a VFM way</p> <p>New opportunities, and increased investor confidence, for private sector investors – who want to achieve a financial and environmental return on investment</p> <p>Greater understanding of further government interventions, including on gaps in investor confidence, connectivity between investors and project developers</p>	<p>Investors can achieve a financial return on investment as well as achieving environmental impact.</p> <p>Corporates are able to pay for NBS benefits that bring value to their business, including reputations and regulatory.</p> <p>Farmers and land-owners/managers are able to generate income from NBS.</p> <p>More funding options for natural environment project developers and more capability in these organisations. In particular, this is expected to increase suppliers and investors for future government schemes such as Environmental Land Management.</p>	<p>No. of stakeholders involved in NEIRF-supported projects:</p> <p>private sector investors businesses paying for the benefits of NBS farmers / landowners participating in NEIRF projects</p> <p>No. of NEIRF-supported projects that:</p> <p>attract private sector investment provide to NBS to businesses in return for payment provide income to farmers and land-managers/owners</p> <p>£s or no. of private sector organisations investing in NEIRF-supported project models.</p> <p>£s of income for farmers and land managers/owners from NEIRF-supported project models.</p> <p>Number of private sector financiers purchasing environmental units</p> <p>Number of environmental project developers in the market.</p>
Public funding sources for	Ensure an effective feedback	Engagement between	NCF and ELM enable	In line with manifesto	£s of public money invested

Programme Aims	Programme Objectives	NEIRF Project Activities	Programme Outcomes	Programme Benefits	Programme KPIs
the natural environment (e.g. ELM, NCF) are co-ordinated and utilised to leverage private sector investment.	<p>loop so that learning from NEIRF projects is made available to policy makers and regulators.</p> <p>Influence the design of key sources of public funding (esp. ELM, Nature for Climate Fund etc.) so wider approaches to public sector spending can be used to de-risk (and not crowd-out) private sector investment in NEIRF pipeline projects and in future investments.</p> <p>Ensure learning from NEIRF project models informs the implementation of ELM, NCF etc. so project models can be used to maximise public funding impact.</p>	NEIRF Project Team and relevant Defra group policy delivery teams.	<p>approaches that use public funding to leverage private sector investment.</p> <p>Increased VFM for public investment</p> <p>NEIRF actively feeds into Policy and regulation.</p>	<p>commitments, better value to the public purse of tree planting and peatland restoration, ELM/Future Farming etc.</p> <p>Barriers to investment identified and unlocked to help the market flow</p> <p>Public funding demonstrates clear role for private investment, so it goes further.</p>	<p>in NEIRF projects and leverage ratio of private £.</p> <p>No examples of a funder or asset owner pulling out of a finance model because there are other more attractive public funding options available to them</p> <p>No of examples demonstrating effective stacking/bundling of funds/benefits</p> <p>KEY: ELMS: Environmental Land Management Scheme NCF: Nature for Climate GRCF: Green Recovery Challenge Fund</p>



EVALUATION SPECIFICATION

Summary

- 4) This contract is for the supply of evaluation services for the Investment Readiness Fund (NEIRF). This will be a process, impact and value for money evaluation of the NEIRF grant scheme. It is anticipated that a 'Developmental Evaluation' approach will be required, to capture insight, including project failure, and provide evidence-based recommendations for ongoing delivery.

Aim and scope of the scheme evaluation

- 5) The NEIRF seeks to feed into other key Defra programmes, such as Environmental Land Management, Green Recovery Challenge and Nature for Climate Funds and Biodiversity Net Gain, which will support the delivery of the Nature Recovery Network. Therefore, this evaluation is intended to play a critical role in providing learning and evidence on developing private sector investment to deliver government's environmental outcomes. The contracted evaluator is therefore expected to ensure the monitoring and evaluation plan takes a systems' view, ensuring evidence and recommendations made recognise the dependencies and complexities of the wider policy context and effectively feeds into other on-going Defra policy development.
- 6) The objectives for whole evaluation will be to assess if the Investment Readiness Fund scheme aims and objectives have been met, specifically to:
 - a) assess the efficacy of the grants scheme, the delivery of project level outputs that put us on the trajectory towards achieving 25YEP goals, and the extent to which short term project outcomes have been met;
 - b) make recommendations to improve NEIRF grant scheme delivery and implementation as projects progress, including learning from projects which do not meet their objectives;
 - c) assess and recommend how NEIRF outputs can be integrated into policy and practice, to support the development of wider environmental policy, put us on the path to meeting 25 Year Environment Plan goals and ensure that private sector investment plays a bigger role in the natural environment sector;
 - d) the extent to which NEIRF projects have resulted in increased market capacity and capability;
 - e) assess the extent to which projects have developed scalable and replicable natural environment revenue-generating models;
 - f) in relation to long term outcomes e.g. to develop a market/broader funding base for Natural Environment projects, indicate the extent to which they will be met, how these outcomes can be evidenced, recommend what the pathways would be to achieve them,
 - g) make recommendations on, and setting out arrangements for, further actions needed to meet long-term outcomes.

EVALUATION METHODOLOGY

Evaluation Questions

- 7) NEIRF Evaluation is intended to explore and assess, as a minimum, the evaluation questions set out below; to test the effectiveness of the process, the impact of the intervention and the value for money of the scheme. These have been prioritised by the NEIRF Project Team through review with internal Defra group stakeholders. We would

welcome views from contractors on other questions which may additionally be the focus of the evaluation.

Process:

- a) What are the types and characteristics of models being supported by NEIRF grants e.g. level of innovation, sector, size, scale of investment sought, barriers to investment addressed? Are there any gaps emerging?
- b) What have NEIRF projects used the grant to achieve? Why would they not have been able to do this otherwise?

Impact:

- c) What are the anticipated short- and long-term environmental impacts of NEIRF business models, based on projections?
- d) Have NEIRF projects attracted private investment and how much? What types of investment arrangements have been made?
- e) To what extent are there wider outcomes for NEIRF projects of receiving grants e.g. increased skills/capabilities, capacity and confidence?
- f) To what extent has sector and investor confidence or interest changed as a result of NEIRF activity?

Value for Money:

- g) What are the anticipated revenue projections or wider economic outcomes of NEIRF business models?
- h) What is the inferred financial value of the environmental outcomes anticipated?
- i) To what extent are NEIRF projects scalable or replicable?

Key Performance Indicators

- 8) Key Performance Indicators and measurement of benefits realisation (as in Table 1) should support the assessment of the evaluation questions set out above. Altogether, these should inform the design of the NEIRF evaluation. The Key Performance Indicators (KPIs) should provide an evidence-based way to test if project and scheme objectives are met, value for money is achieved and measured in a consistent way, and benefits demonstrated. We expect the contracted evaluator to use a variety of Key Performance Indicators to help answer the key questions of the evaluation and show how benefits may be realised, examples which have been worked up are included in table 1, however, we are keen to explore well justified suggestions by the contracted evaluator on the design of these KPIs.

NEIRF EVALUATION ACTIVITIES- THE STA SEGMENT

- 9) The STA segment of the evaluation is focussed on **developing a detailed monitoring and evaluation plan**, this should involve the following:
 - a) interviews with
 - i) the pilot projects identifying lessons learnt and approaches taken and
 - ii) policy teams interested in leveraging greater private sector investment to achieve policy ambitions
 - b) assessment of the **Theory of Change** and **NEIRF outcomes framework**, to determine focus areas of the evaluation
 - c) Assess the evaluation questions, and determine, for each focus area, which are used as a basis for evaluation activity, this should include a thorough assessment of the appropriate KPIs which are used. As an example, areas of focus for evaluation execution include:
 - i) Identification of a **capacity building baseline** and how this should be measured as projects progress;

- ii) How NEIRF delivery is measured so that feedback from this process may **magnify positive outcomes** as the scheme proceeds – this includes support to **mitigate risks** and negative outcomes as the scheme proceeds;
- iii) How **benefits realised and the impact** of the NEIRF on are identified and measured:
 - (1) businesses innovation and readiness for investment;
 - (2) confidence and capacity of the wider natural capital investment and green finance sectors; and
 - (3) the environment.
- iv) What methods should be used to capture **evidence and learning** to increase the efficiency and effectiveness of future natural environment investment projects and Defra programmes.

Inception

- 10) An initial phase for the contractor and Defra project team is to agree a shared vision of the project objectives; discuss and add detail to the proposed methodology; establish project management processes and the handling of risk. This will include an inception meeting with the NEIRF project manager, who will manage the contract and a potentially meeting with the NEIRF Evaluation Steering Group. Following this, the contractor should produce an updated highlevel project plan for Defra sign-off.

Scoping

- 11) The contractor will undertake a number of scoping activities (below) and produce a Monitoring and Evaluation plan for Defra sign-off.

Scoping - Defra group

- a) Scoping interviews to be undertaken with approximately five strategic policy and delivery contacts to establish the project context and the strategic and practical needs from the evaluation. These will include NEIRF policy and delivery teams in Defra group, in addition to programme leads of related Defra programmes (as mentioned in paragraph 6).
- b) This scoping phase will also need to include review of key documentation around the NEIRF, such as the business case, theory of change and evaluation planning, project management and monitoring processes, project application criteria. This should further include review of evaluation plans and evidence for related Defra programmes, to facilitate well-aligned approaches.

Scoping - Interviews with NEIRF Pilot Projects

- c) The contracted evaluator will be expected to interview four project teams from Defra, EA, Triodos Bank and the Esme Fairbairn Foundation funded pilots (announced June 2020¹). These projects aim to address the twin challenges of addressing 25 YEP environmental outcomes while generating repayable investment and revenues and provide a test base for the evaluator to determine: i) how projects have tried to address these twin challenges ii) what successes have been evidenced iii) what learning has been generated iv) how evaluation of these projects may transfer to newly NEIRF funded projects.

Development of a Monitoring and Evaluation plan

- d) Informed by scoping activities, the Theory of Change and outcomes framework, a monitoring and evaluation framework should be produced, setting out how different

¹ [gov.uk Green Projects Press Notice](https://www.gov.uk/government/news/green-projects-press-notice)

data streams are intended to inform the evaluation questions and needs, including KPIs.

- e) This is to be reviewed and signed-off by the NEIRF project manager and presented to Defra's NEIRF Evaluation Steering Group.

EVALUATION MANAGEMENT

Reporting and Meeting Requirements

- 12) The evaluator will be expected to deliver the following outputs and participate in the engagement set out below, the contract will be managed by the NEIRF evaluation manager. Activities for March 2021 will need to be invoiced by the end of the financial year.

NEIRF Milestones	Date	Evaluator Engagement	Evaluator Deliverables
Grant Scheme Launched			
Evaluator appointed Evaluation Scoping		Inception meeting with Defra NEIRF evaluation project manager	Project Initiation document to Defra , including proposed evaluation design, project plan and proposed methodology, timelines.
M&E Scoping interviews		Evaluator meetings with Defra policy areas (5x) to assess needs from NEIRF deliverables and Pilot Project teams (4x)– to identify how evaluation carried out and transfer to NEIRF	Meeting notes to Defra / follow-up meetings for clarification
M&E Plan production, presentation, and finalisation		Initial meeting with Defra's NEIRF Evaluation steering group	Monitoring and Evaluation framework agreed with NEIRF Project Manager and presented to Defra's Evaluation Steering Group.

- 13) We expect adherence to the:

- a) Social Research Association (SRA) ethical guidelines;
- b) HMT Magenta Book; and

Government Social Research (GS)