

Short Form Contract

Provision of Goods / Services (Natural England)

33930 - Tender for an evaluation of educational access

October 2021

THIS CONTRACT is dated 22/10/2021

BETWEEN

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

ECORYS UK LIMITED, registered in England and Wales under number 1650169 whose registered office is Albert House, Quay Place, 92-93 Edward Street, Birmingham B1 2RA United Kingdom (the “Supplier”)

(each a “Party” and together the “Parties”).

BACKGROUND

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

AGREED TERMS

1. Definitions and Interpretation

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

‘Approval’: the prior written consent of the Authority.

‘Authority Website’: www.naturalengland.org.uk

‘Contract Term’: the period from the Commencement Date to the Expiry Date.

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

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

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

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

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

‘Data Protection Officer’: has the meaning given in the GDPR.

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

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

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

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

‘DPA 2018’: the Data Protection Act 2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

‘VAT’: Value Added Tax.

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

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

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing the masculine include the feminine and the neuter;
- c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

- e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- f) references to the Services include references to the Goods;
- g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- h) the Schedules form part of the Contract and have effect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2. Contract and Contract Term

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

2.2 The Contract is effective on 25th October 2021 (the “Commencement Date”) and ends on 31st March 2022 (the “Expiry Date”) unless terminated early or extended in accordance with the Contract.

3. Price and Payment

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

3.2 The Authority shall:

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

3.3 A Valid Invoice shall:

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

3.4 The Supplier shall submit invoices, having met the key deliverables to the satisfaction of the client, as per the Chronological Summary of Deliverables and the Payment Schedule within the ITT, to the Authority at the following addresses: Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ

3.5 The Supplier acknowledges that:

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

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

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

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

4. Extension of the Contract

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

5. Warranties and Representations

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

- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- b) the Contract is executed by a duly authorised representative of the Supplier;
- c) in entering the Contract it has not committed any Fraud;
- d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

- 5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:
- a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
 - b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and
 - c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6. Service Standards

- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
- a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred;
- or
- b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.
- 6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.
- 6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- 6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.

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

7. Termination

- 7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.
- 7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:
- a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;
 - b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the Insolvency Act 1986, or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;
 - c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
 - d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
 - e) subject to Clause 7.3, the Supplier commits a Default;
 - f) there is a change of control of the Supplier; or
 - g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).
- 7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8. Consequences of Expiry or Termination

- 8.1 If the Authority terminates the Contract under Clause 7.2:
- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and

- b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

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

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

8.3 Save as otherwise expressly provided in the Contract:

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

9. Liability, Indemnity and Insurance

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

- a) death or personal injury caused by its negligence;
- b) Fraud or fraudulent misrepresentation; or
- c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

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

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

9.4 Subject to Clause 9.1:

- a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;

- (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
- b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.
- 9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.
- 9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10. Confidentiality and Data Protection

- 10.1. Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.
- 10.2. Clause 10.1 shall not apply to any disclosure of information:
- a) required by any applicable law;
 - b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
 - c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
 - d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.

- 10.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.
- 10.4. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 10.5. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - c. ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Supplier's duties under this clause;

- B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
 - e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:
- a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.

- 10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- a. the Authority with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Authority following any Data Loss Event;
 - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- a. the Authority determines that the processing is not occasional;
 - b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10.11. The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- 10.12. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- a. notify the Authority in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Authority; and
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.
 - d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

- 10.14. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 10.15. The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11. Freedom of Information

- 11.1. The Supplier acknowledges that the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Information Acts") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 11.2. If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

12. Intellectual Property Rights

- 12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.
- 12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13. Prevention of Corruption and Fraud

- 13.1. The Supplier shall act within the provisions of the Bribery Act 2010.
- 13.2. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.
- 13.3. The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14. Discrimination

- 14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.
- 14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15. Environmental and Ethical Policies

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

16. Health and Safety

- 16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.
- 16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.
- 16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.
- 16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.
- 16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) shall be made available to the Authority on request.

17. Monitoring and Audit

- 17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.
- 17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.
- 17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18. Transfer and Sub-Contracting

- 18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.
- 18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:

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

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

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

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

19. Variation

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

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

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

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

20. Dispute Resolution

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

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

- 20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 20.5 A neutral adviser or mediator (the “Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21. Supplier’s Status

- 21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.
- 21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22. Notices

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

23. Entire Agreement

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

24. Third Party Rights

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

25. Waiver

- 25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
- 25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26. Publicity

- 26.1 The Supplier shall not without Approval:
- a) make any press announcements or publicise the Contract or its contents in any way; or
 - b) use the Authority's name or logo in any promotion or marketing or announcement.
- 26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

27. Force Majeure

- 27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.
- 27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28. Governing Law and Jurisdiction

- 28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

29. Electronic Signature

- 29.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.
- 29.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system.
- 29.3 No other form of acknowledgement will be accepted.

30. Precedence

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

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

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

SCHEDULE 1 - SPECIFICATION OF SERVICES

This Section sets out the Authority's requirements.

The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information on the Authority can be found at: [Natural England](https://www.naturalengland.org.uk/) .

An Evaluation of Educational access

Background

Defra and its predecessors has long supported the option in its agri-environment schemes for farmers to be paid for providing educational access to their land, first via the Countryside Stewardship Scheme (CSS) then through the Higher Level strand of Environmental Stewardship (HLS) and more latterly Countryside Stewardship (CS) Higher Tier, and in 2021 to include Mid Tier. In Countryside Stewardship the Educational Access option (ED1) is currently funded at £290 per visit for a maximum of twenty-five visits per year. The original CSS and HLS schemes funded each visit at £100 requiring a minimum of 4 visits to be undertaken before an annual claim could be presented. All schemes have included a one off capital payment option for Countryside Education Visits Accreditation Scheme (CEVAS <https://www.visitmyfarm.org/cevas-farmer-training>) Grants for capital items associated with educational access have also been available for past schemes and continues to be available in CS HT. This included payments for such items as hand washing facilities, toilets and classrooms as well as educational materials and other unique projects,

Guidance for the CS options is available from gov.uk

[ED1: Educational access - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/educational-access)

[AC2: Countryside educational access visits accreditation - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/countryside-educational-access-visits-accreditation)

[AC1: Access capital items - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/access-capital-items)

Guidance on HLS.

[\[ARCHIVED CONTENT\] Natural England - Higher Level Stewardship \(nationalarchives.gov.uk\)](https://www.nationalarchives.gov.uk/ukiafrica/defra/countryside-stewardship/higher-level-stewardship/)

The educational access option, whereby farmers can open their premises to school children, provides the opportunity for educational groups to learn about the links between farming, food production, conservation, landscape, and historical features, and to develop field study, research and other curricular skills. These are by no means limited to the 'conventional' subjects such as geography and science. Aspects of the curriculum in maths, arts, music, history, ICT, PE, and design and technology, and promotion of pupils' personal development can all be delivered through such study visits. The farmer or a designated member of the farm staff accompanies groups to provide information about the farm, and the environmental benefits being achieved through its participation in agri-environment schemes. Farmers participating in educational access are referred to as "providers" within this document.

Details of farms offering educational access visits used to be available under the 'educational opportunities' section of the Defra access website at: <http://countrywalks.defra.gov.uk> but this website is no longer published. Instead providers are encouraged to self-publicise locally and to consider an entry on the Countryside Classroom website <https://www.countrysideclassroom.org.uk/>

The impacts of the natural environment on learning and mental health and wellbeing were summarised by Lovell (2016), but these reviews did not specifically cover the relationship between activities that are, or could be, carried out in educational access settings and outcomes.

Previous review of Defra's Educational Access Option

A review of access in agri-environment schemes was carried out by Defra between 2002 and 2003 as part of a wider review of these schemes. The review focussed on agreement holders and stakeholders. Key needs that the review identified in relation to educational access were the need to improve the information provided for educational access users, and to offer more assistance to agreement holders with preparation of (i) teachers' information packs, (ii) health and safety information and (iii) other information publicising the educational access option.

A further study was carried out in 2006/07 Bowden and Drew et al (2007). The focus of the study was not on the content or pedagogical approach, but it found that teachers explored only limited areas of the school curriculum on farm visits, suggesting a lack of understanding of their potential. Schools visiting rarely looked at, for example, Design and Technology themes despite the remarkable range of technology in use on farms. The report concluded that "Most users felt that their visits delivered a range of educational benefits, including personal development and enriching life experiences", but the study did not review if there are changes to provision that could increase the value gained from such visits.

This further study builds on the findings of the 2007 report and will have a related but different focus.

Project Aim and Objectives

Aim

To review current best practice in non-residential outdoor learning and compare this to the current provision on educational access sites leading to the development of recommendations for Defra, providers, trainers and teachers that could increase the value gained from visits to educational access sites.

Objectives

1. To understand the optimal content and delivery of environmental/food production and other areas of the curriculum that can be delivered outdoors on educational access sites and develop a list of most relevant curriculum topics and a summary of successful pedagogical approaches that could be utilised at such sites.
2. To record, review and summarise the content and pedagogical approaches of environmental education provision funded by the current stewardship scheme and the factors that may affect delivery (including characteristics of the provider and the site).
3. To analyse current content and pedagogical approaches with respect to optimal approaches and the characteristics of providers and their farms.
4. To develop recommendations that support improvements to educational access to improve value such as:

To identify the characteristics, qualifications and aptitudes of land managers (providers) who provide educational access that delivers high quality experiences, the content of the ELMS scheme and guidance for land managers (providers) providing educational access and teachers who wish to visit educational access sites.

"High quality" is defined as provision that meets the requirements of the LoTC Quality badge or equivalent. Quality Indicators in detail (lotcqualitybadge.org.uk)

Project Scope and Requirements

The first stage of the project will be a literature review to summarise what is considered to be current best practice in terms of curriculum content (KS 1-4), KS 1 and 2 primary, and KS 3 and 4 secondary and delivery in outdoor settings. Secondly the project will collate, assess and summarise teaching and learning content from a sample of current participants in educational access.

The project will present an analysis of current content and practice compared to the literature review findings, highlighting good practice and gaps

Finally, the project will produce recommendations to inform the ELMS scheme and guidance development and others such as educational access providers, accreditation bodies (e.g. CEVAS, LoTC) and teachers.

The scope does not include an assessment of care farming or special needs provision, except where pupils with particular needs are included within mainstream education.

Task 1 – Literature review and curriculum assessment

The first task is to conduct a literature review of studies into the use of the outdoors, particularly day visits (non-residential) to farms and wildlife sites, relevant for education for KS 1-4 or equivalent. This review should cover the following aspects:

- a) studies of the delivery of the national curriculum (including PSHE) to find out where there are clear benefits, or drawbacks, from being taught in such settings compared to teaching inside classrooms or on school sites, the review to include studies from all abilities within KS 1-4;
- b) the qualities (skills, knowledge, experience, qualifications, motivations and confidence) of the person leading the educational experience that support successful outcomes,
- c) the outcomes, advantages and disadvantages of different pedagogical approaches for areas and stages of the curriculum identified in a) to benefit from being taught on farms and wildlife sites.
- d) a review and summary of the current curriculum KS 1-4 to identify topics where there would be greatest benefits to pupils and schools from visits to educational access sites.

The review should include existing literature including:

- Past projects commissioned for the Agri-Environment Monitoring and Evaluation Programme.
- Other reports and studies from the Defra Publications Pages and Natural England Access to Evidence catalogue.
- Published peer-reviewed studies within the worldwide education science and outdoor education literature.
- Search by key word(s) and sort results by relevance. Rate the different evidence sources by relevance and quality, and by the direction (and where possible, magnitude) of effect (positive, neutral, negative).

The literature review should be run in parallel with preparations for and delivery of the field research.

Task 2 – Assess a sample of farms offering educational access

The key point of this task is to gather information about current practices on farms offering educational access so that this can be compared to the latest research about practice and the curriculum completed in Task 1. The tender will need to set out the methodology for the survey and analysis.

Sample identification

Using data provided by Natural England the online survey should be sent to about half of all agreement holders (about 870 total, 435 half) to generate about 130 responses. Criteria will need to be developed to identify a representative sample. Participants in the online survey will be asked if they are willing to engage in a follow up telephone interview. Criteria will need to be developed to identify a short-list of potential interviewees from a breadth of providers of educational access for KS1-4 (e.g. small farmers, larger estates, eNGOs, livestock, arable, others).

The survey

The task will include the development of an online questionnaire followed up by a telephone/Zoom type interview for a sample of about 20 providers. The detail of the questions will need to be agreed with the Project Steering Group, but the tender should demonstrate an understanding of what the questionnaires and interviews are aiming to achieve and the methodology for analysis.

Following approval from the steering group the questionnaires/interview questions will also need approval from Defra's Survey Control Liaison Unit (SCLU) which will may take up to 6 weeks. All data must be anonymised, and participants must be informed of this prior to participation.

The questionnaire and the telephone interview should be possible to complete within 30 minutes each. The contractor is required to develop the questionnaire to record and analyse key information about providers, the visits to their farm or site and marketing and information they provide with regard to visits. The questionnaire should utilise pre-defined answers wherever possible. The interview should be designed to elicit qualitative information. The information collected through the questionnaire/interview should include but not be limited to:

- characteristics of school or home education visits funded by stewardship schemes (ages of participants, group size)
- topics previously covered on visits recorded against age/KS, (including the Countryside Code), check against national curriculum
- topics the provider believes could be covered on visits but have not been requested by schools, recorded against age/KS, (including the Countryside Code), check against national curriculum
- activities undertaken for each KS (pedagogical approaches),
- the wider non-cognitive benefits of outdoor learning and how these are delivered
- characteristics of the provider, including qualifications, experience, motivations and confidence,
- facilities and features on the holding that are relevant to visitors
- the use of teacher information packs, standard pre-visit information (see Rickinson et al 2004)
- non-standard information requested by schools prior to visits
- frequency of pre-visit, telephone or email interaction with teachers
- role of provider and teacher during the visit
- new measures, support or guidance that providers believe would improve quality of provision.

Note that providers are unlikely to express what they do in terms of pedagogical approach, instead describing activities. Researchers will be required to elicit responses using lay terms and analyse these. The questionnaire results should provide sufficient information to elicit current practice and factors that are relevant to the quality of outcomes and should be analysed using relevant quantitative methods.

Interviews should include but not be limited to topics, approaches, characteristics of the provider, pre-visit and visit interactions with teachers and insights into new measures. Results from the interviews should be analysed using relevant qualitative data analysis methods/software. Emerging themes must be presented to the project steering group for comment. Results from the questionnaires and interviews must be presented in summary in the report, and full data, which must be anonymised, supplied to Natural England and Defra.

General Survey Requirements:

Researchers / surveyors must be familiar with the literature on education outdoors.

All works must adhere to Natural England's ethic requirements and the Survey Control protocol (see below) Contractors must be GDPR-compliant.

Task 3 – Analysis and Report on the scope for changes to delivery that would improve outcomes from educational access visits

The results from the questionnaires and interviews should be compared to literature review findings, highlighting good practice and gaps, including the following:

- Curriculum content, which topics are best communicated on farm sites and are there missed opportunities, how to relate the visit to the curriculum
- Pedagogical approaches, which deliver the greatest benefits outdoors and whether this is recognised and utilised by providers
- The characteristics of providers and their farms/units which support successful outcomes in terms of utilising effective pedagogical approaches and curriculum best suited to the outdoors.

The report should state recommendations that support improvements to educational access to improve value such as:

- The characteristics, qualifications and aptitudes of land managers (providers) who provide educational access that delivers high quality experiences.
- Topics to inform the development of the ELMS scheme, guidance for land managers (providers) providing educational access and teachers who wish to visit educational access sites.

Task 4 – Reporting

This project will be delivered in one phase aligned with the financial year 2021/22.

An interim report detailing the survey questions and analytical methodologies to be used for Task 2 is required by **15th November 2021**. This will be agreed by the programme steering group and will then need to be submitted for approval to Defra's Survey Control Liaison Unit (SCLU). Approval by SCLU may take 6 weeks.

The draft literature review is required by **15th December 2021**.

The results, and analysis of the questionnaires need to be submitted by **7th February**, and a draft of the final report by **15th February**, so that peer review can be completed before the **15th March**.

The production of a comprehensive final written report covering all objectives and tasks of the project, is to be finalised by **29th March 2022**. This should include:

- Context – brief background and objectives of the project

- Methodology (including any caveats and assumptions used)
- A section on each of the Tasks which presents and analyses the data and summarises the main findings from each Task.(the full literature review should be attached as an Annex)
- A synthesis and analysis of findings across all the tasks which addresses the objectives set out in this specification.
- Conclusions and recommendations for improvements to current scheme delivery and future scheme design based on the evidence from this project.
- Executive summary – a brief overview of the project and its main findings. This should be suitable for a Policy audience. Bullet points to highlight the key points may be useful.

Bidders should be aware that Natural England and Defra intend to publish final reports on Defra science web pages. All reports should be provided in MS Word and PDF format.

Outputs

The outputs of this tender are:

- The successful bidder will be required to provide the NE project manager with short written updates (approx. 1 side A4) of progress on a monthly basis.
- A literature review, submitted by **15th December 2021**
- Questionnaire and analytical method submitted by **15th November 2021**
- All raw data to be supplied to the NE project manager in an Excel-compatible format by **7th February 2022**.
- An interim report no later than **15th February 2022** of results and analysis
- Draft final report submitted on **22nd March 2022** to the Project Steering Group.
- Report sent for peer review no later than **15th February**, with responses from peer reviewers no later than **15th March**. *The report will be externally peer-reviewed (note: the contractor will be responsible for arranging peer-review by two appropriate reviewers, to be agreed with the Natural England project officer) and be suitable for publication as a Defra science report. There should be a minimum of two peer reviewers, and they must be independent of organizations working on the project. A cost for peer review should be itemised in the tender. This should take into account staff time to organise the peer review, staff time to edit reports in light of the reviews (subject to steering group agreement) and cover costs for reviewers if required. For carrying out the peer review Natural England will provide:*
 - a. A form for peer reviewers to complete to guide them through key questions.*
 - b. A declaration for reviewers to sign regarding the use of confidential information and any conflicts of interest.*
- Natural England and Defra require the opportunity to comment on draft final reports after peer review. The report must be finalised by **29th March 2022**, therefore a final draft (including summary and infographic) must be submitted by **22nd March 2022** (after peer review) to allow time for review and revision.

- All data and metadata collected during the survey, including any hard copies of field sheets and associated spreadsheets populated with data will be provided to Natural England/Defra at the completion of the project **29th March 2022**.
- A 2-page summary document detailing key outcomes and conclusions of the project (to be produced using the template attached at Annex 2) by **29th March 2022**.
- An infographic showing key findings/results by **29th March 2022**.
- A presentation of final results (by webinar) to key Natural England and Defra staff. (March/April/May)

Management

- The successful contractor should appoint a project leader who must have sufficient experience, authority to act on behalf of the contractor and time allocated to manage the project effectively. The project leader will be responsible for the management and delivery of the project and will act as the liaison point with the Natural England project manager. A project initiation call between the contractor project leader and the NE project manager will be required within one week of the start of the contract
- Natural England will establish a project steering group (PSG) to oversee the contract including representatives from NE and Defra and other partners if applicable.
- The contractor project leader in liaison with the NE project manager will be responsible for convening and chairing six PSG meetings. These should be held on Microsoft Teams, zoom or and equivalent video conference facility. The meetings will be convened at project initiation, submission of literature review, questionnaire, results, first draft and final draft.
- Secretariat and production of minutes from meetings is the responsibility of the successful contractor who will share meeting minutes with the project team and steering group where applicable.
- The contractor project leader will send a short (approx. 1 side A4) progress update to the project officer once a month.
- Invoices against project milestones should be submitted to the NE project officer by email. Invoices will need to include supporting evidence relating to spend incurred (e.g. brief summary of time input, travel and subsistence incurred etc).
- The Natural England project manager will provide copies of all the relevant agreement and baseline assessment documentation once the sample has been agreed (agreement holder contact details).

Property rights, publication and confidentiality

- All data resulting from this project, project documents and other materials will be the property of Natural England. Any data collected will be made openly and publicly available.
- Natural England and Defra intend to publish the final project report as a Defra science report. The published report will be made available on the Natural England and Defra Science websites. It is likely to be shared directly with partners as part of regular liaison over the progress of Countryside Stewardship and wider RDPE Delivery.

- Natural England encourages widespread publication, and welcomes the use of appropriate trade press, peer-reviewed journals and sector-specific journals, but it is a requirement that all plans to communicate outcomes, including publications and oral presentations, from funded research are agreed with the project manager (who will ensure Natural England and Defra QA requirements are met) at least 2 weeks before publication or presentation. The appointed contractor is also to be aware that Natural England and Defra request acknowledgement in the publication of their funded research.
- The Contractor(s) will be responsible for ensuring the quality of the work (e.g. proof reading, ensuring clear English), the presentation of the final report and any other material to be published.

Resources

- The project is expected to start on **25th October 2021** and finish no later than **29th March 2022**. Bidders are reminded that cost is one of the factors that will be considered when assessing bids.
- Research contracts are let on a firm price basis (excluding VAT). This is an all-inclusive price for the contract and, so long as the scope of the contract remains the same, it is not subject to any review, amendment or alteration.

Milestones

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

Compulsory milestones are as follows:

- Outline Project Plan to be submitted following the inception meeting
- Submission of draft literature review by **15th December 2021**
- Submission of draft questionnaire to PSG by **15th November 2021**
- Submission of results and analysis of results by **7th February 2022**
- Submission of draft final report by **15th February 2022**
- Submission of final report including summary and infographic **29th March 2022** (please note, payment will not be released until the report has been reviewed and deemed satisfactory by the project manager)

Dissemination activities e.g. webinar to NE/Defra by **1st May 2022**

Chronological Summary of Deliverables re Reporting / Outputs / Milestones / Payment KPI's

Completion Date	Deliverable	Reporting Outputs Milestones Payment KPI*

1 st of each month	Monthly A4 Update	Reporting
15/11/21	Questionnaire and analytical method submitted to Project Steering Group for comment and approval	Mandatory Milestone
22/11/21*	Stage 1 – Interim Report Survey questions and methodology for SCLU Approval	KPI Milestone and payment
15/12/21*	Stage 2 – Draft Literature Review submitted to PSG for comment and approval	KPI Milestone and payment
24/01/22	Conduct online questionnaire and interviews (approval from Defra SCLU should be forthcoming by 03/01/22 at the latest). Identify sample for interviews from online questionnaire.	
7/02/22*	Stage 3 – Questionnaire results and Analysis submitted to PSG for comment and approval All raw data to be supplied to the NE project manager in an Excel-compatible format	KPI Milestone and payment
15/02/22*	Stage 4 – Final Report (draft) for peer review and to PSG	KPI Milestone and payment
15/03/22	Outputs from peer review and PSG returned to supplier	
22/03/22	Final draft (post peer review) submitted for final pre-publication checks by PSG (including summary in Annex 2 and infographic)	
29/03/21*	<p>Stage 5 – Final Report – Covers all objectives and tasks</p> <ul style="list-style-type: none"> Context – brief background and objectives of the project Methodology (including any caveats and assumptions used) A section on each of the Tasks which presents and analyses the data and summarises the main findings from each Task (the full literature review should be attached as an Annex) A synthesis and analysis of findings across all the tasks which addresses the objectives set out in this specification. Conclusions and recommendations for improvements to current scheme delivery and future scheme design based on the evidence from this project. Executive summary – a brief overview of the project and its main findings. This should be suitable for a Policy audience. Bullet points to highlight the key points may be useful. <p>Bidders should be aware that Natural England and Defra intend to publish final reports on Defra science web pages. All reports should be provided in MS Word and PDF format.</p>	KPI Milestone and payment
29/03/21	All data and metadata collected during the survey, including any hard copies of field sheets and associated spreadsheets populated with data will be provided to Natural England/Defra at the completion of the project	
March – May 22*	A presentation of final results (by webinar) to key Natural England and Defra staff.	KPI Milestone and payment

SCHEDULE 2 - PRICES

Payment Schedule		
Milestones	Payment Dates	Weighted % of total Contract Amount
15 th & 22 nd Nov 21	Invoice 1 - 30/11/21	20%
15 th Dec 21	Invoice 2 - 31/12/21	20%
7 th & 15 th Feb 22	Invoice 3 - 28/02/22	20%
29 th Mar 22	Invoice 4 - 29/03/22	40%

As per cost table* provided by Ecorys in ITT (as attached)

*Cost table redacted

Total Contact Value - £59,296.25

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

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

foi@naturalengland.org.uk for Natural England

3. The contact details of the Supplier Data Protection Officer are:

[REDACTED]

4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.

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

Data Processing Descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.3.
Subject matter of the processing	The processing is required to ensure the Processor can effectively deliver the contract to research a sample of agreement holders who deliver Educational Access
Duration of the processing	The processing will commence in November 2021 and be completed by 31 st March 2022.
Nature and purposes of the processing	<p>Data will be collected, recorded, stored, coded, and analysed and synthesised into reports. Anonymised data will be disseminated in the final report, presentations including online, infographics, summaries, tables, charts.</p> <p>The purpose of the processing is to fulfil the project outcome.</p>
Type of Personal Data	Name, address, age, gender, ethnicity, telephone number, email address, length of experience delivering educational access, qualifications, training, motivations, business structure, agricultural activities, facilities available on farm, number of educational visits, number and age of participants, group size, duration of visits, activities delivered for visitors.
Categories of Data Subject	Farmers and other providers of educational access and users of the service they provide
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The raw data will be transferred to Defra/Natural England on completion of the contract (before 31st March 2022) and all copies held by the contractor deleted and/or destroyed</p> <p>Data will be held by Defra and NE until 31st March 2023 and destroyed by 1st April 2023.</p>

SCHEDULE 4 – RISK MITIGATION

Scale 1-5, 5 is high , 1 is low

Risk	Likelihood	Severity	Risk management measures
No available contractors can meet the full requirements	2	3	Reduce adjust the scope. Retender if necessary
The timetable is not achievable	3	3	Reduce or adjust the scope. Retender and schedule if necessary. Seek budget if it runs over to next year
The specification of requirements is misunderstood	2	4	Careful evaluation of tenders to assess this risk. Inception and regular discussions with the contractor.
The quality of the work done by the contractor is not sufficient	2	4	Careful evaluation of tenders to assess this risk. Inception and regular discussions with the contractor.