



Department
for Environment
Food & Rural Affairs

Building 14
MOD Stafford
ST18 0AQ

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

Environment Systems Ltd
9 Cefn Llan Science Park
Aberystwyth
Ceredigion
SY23 3AH

Your ref: ITT_7471
Our ref: Proj_30290
Date: 09 Oct 2020

Dear [REDACTED]

Award of contract for the supply of Long-term effectiveness of AES funded bracken control

Following your tender for the supply of Long-term effectiveness of AES funded bracken control to Natural England, we are pleased to award this contract to you.

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

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

1. The Services shall be performed at 9 Cefn Llan Science Park, Aberystwyth, Ceredigion
2. The charges for the Services shall be as set out in Annex 2.
3. The specification of the Services to be supplied is as set out in Annex 3.
4. The Term shall commence on 12 October and the Expiry Date shall be 31 March 2021.

5. The address for notices of the Parties are:

Authority	Supplier
Natural England	Environment Systems Ltd
Attention: [REDACTED]	Attention: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

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

Name	Title
[REDACTED]	Senior Environmental Consultant
[REDACTED]	Environment Director
[REDACTED]	Environmental Consultant
[REDACTED]	Senior Ecological Consultant
[REDACTED]	Ecological Consultant
[REDACTED]	GIS Analyst
[REDACTED]	Associate Professor
[REDACTED]	Senior Research Fellow
[REDACTED]	Researcher
[REDACTED]	Researcher

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

(whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to APinvoices-NEG-U@gov.sscl.com. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to APinvoices-NEG-U@gov.sscl.com between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED] [REDACTED] [REDACTED] or, in their absence, [REDACTED] [REDACTED] ([REDACTED]).

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Environment Systems Ltd and within 7 days by 16 October 2020.

Yours faithfully,

[REDACTED]

Category Manager

Defra Group Commercial

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

Annex 1: Terms and conditions



Department
for Environment
Food & Rural Affairs

Short Form Contract

Long term effectiveness of AES funded bracken control

Contract Reference ecm_59142

October 2020

Contents

1. Interpretation	6
2. Basis of Agreement	10
3. Supply of Services	10
4. Term	11
5. Charges, Payment and Recovery of Sums Due	11
6. Premises and equipment	12
7. Staff and Key Personnel	13
8. Assignment and sub-contracting.....	14
9. Intellectual Property Rights	15
10. Governance and Records	16
11. Confidentiality, Transparency and Publicity	16
12. Freedom of Information.....	18
13. Protection of Personal Data and Security of Data	18
14. Liability.....	23
15. Force Majeure.....	24
16. Termination	24
17. Compliance	25
18. Prevention of Fraud and Corruption	26
19. Dispute Resolution.....	27
20. General	27

21. Notices.....	28
22. Governing Law and Jurisdiction	29
SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS.....	30

1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be

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

“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor 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 Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

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

3. Supply of Services

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

4. Term

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

5. Charges, Payment and Recovery of Sums Due

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

- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
- 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Contractor or the Staff shall be at the Contractor’s risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer’s premises, remove the Contractor’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

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

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

8. Assignment and sub-contracting

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

9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
 - b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third

party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

10. Governance and Records

10.1. The Contractor shall:

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

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

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

11. Confidentiality, Transparency and Publicity

11.1. Subject to clause 11.2, each Party shall:

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

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

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

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

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

11.2.3. on a confidential basis, to its professional advisers;

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

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

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

12. Freedom of Information

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

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.

- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
 - c. ensure that :
 - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);

- ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

 - d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

 - e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

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

13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.

13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

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

13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

- a. the Customer determines that the processing is not occasional;
 - b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Customer;
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.

13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

14. Liability

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

14.2 Subject always to clauses 14.3 and 14.4:

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

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

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

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

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

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

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

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

15. Force Majeure

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

16. Termination

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

- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Compliance

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

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
 - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
 - 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

- 18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

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

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22. Governing Law and Jurisdiction

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

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.
2. The contact details of the Customer Data Protection Officer are:

dgc.gdpr@defra.gov.uk
3. The contact details of the Contractor Data Protection Officer are:

[REDACTED]
4. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
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 Customer is the Controller and the Contractor is the Processor in accordance with Clause 13.1.
Subject matter of the processing	The processing is required to ensure that the Processor can effectively deliver the contract effectively
Duration of the processing	12/10/2020 to 31/03/2021: the duration of the contract.
Nature and purposes of the processing	Some contact details will be used for the purposes of contacting farmers and land managers to discuss the possibility of sharing records of bracken control.
Type of Personal Data	Name, address, email address and/or telephone number
Categories of Data Subject	Farmers and land managers who already hold Agri-Environment-Scheme agreements to maintain or restore wildlife value or protect archaeological features.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under	Data to be shared with Natural England throughout the project and returned at the end of the project.

union or member state law to preserve that type of data	
--	--

--

Annex 2: Pricing Schedule

No.	Item	Staff Grade	Day £ rate	No. of days	Financial year	Total price (ex. VAT) £
1	Deliverable 1: Data evaluation (Task 1)	Environment Director	████	█	20/21	████
		Project Manager and Senior Consultant	████	█		
		Senior Ecological Consultant	████	█		
		Environmental Consultant	████	█		
		GIS Analyst	████	█		
		Ecologist	████	██		
2	Deliverable 2: Data Collection (Task 2)	Project Manager and Senior Consultant	████	█	20/21	████
		Environmental Consultant	████	█		
		GIS Analyst	████	█		
		Associate Professor	████	█		
		Senior Research Fellow	████	█		
		Researcher	████	██		
3	Deliverable 3: Completion	Environment Director	████	█	20/21	████

	of project outputs and reports (Task 3)	Project Manager and Senior Consultant Senior Ecological Consultant Environmental Consultant GIS Analyst Associate Professor Senior Research Fellow	█████ █████ █████ █████ █████ █████	█ █ █ █ █ █		
4	Peer review	External expert	█████	█	20/21	█████
5	Publication paper	Included			-	-
6	Travel & Subsistence	Ground truth			20/21	█████
7	Any other costs	Environment Systems Satellite Data Services			20/21	█████
8	Meeting costs if face to face	Included			-	-
9	Total exc VAT				20/21	██████████
10	Costs assuming all meetings will be virtual				20/21	██████████

Annex 3: Specification

Evaluating the Long Term Effectiveness of Agri-Environment Scheme Funded Bracken Control Under a Range of Environmental Conditions and Grazing Regimes

1. Background

Bracken Control has been used in a variety of Agri-Environment Scheme (AES) agreements including Environmental Stewardship's Higher Level Scheme (HLS) and the new Countryside Stewardship (CS), to maintain or restore wildlife value or protect archaeological features. It can also help to maintain and conserve the vegetation mosaics characteristic of upland and heathland landscapes. The main options used are set out in the table below. These options (including supplements and capital items) are mainly intended for use with lowland heathland and upland options but could also be used where bracken control is necessary on dry grassland, in woodland and on sand dunes. The following Natural England [note](#) provides a good background on the factors that limit the growth of bracken. Historic England has recently conducted research on bracken control on historic assets, the results of this research is attached. Despite this work and the evidence to date, the scope of this proposed project is substantially different to any bracken research that has been conducted before and utilises data that has only recently become available.



2020 - Kshmer -
Effects of kra...

Options, items and supplements for Bracken Control

HLS Code	HLS Name
HR5	Bracken Control Supplement
BMB	Mechanical bracken control – base payment
BMA	Mechanical bracken control – area payment
BCB	Chemical bracken control – base payment
BCA	Chemical bracken control – area payment
BDS	Difficult site supplement for bracken and scrub control
CS Code	CS Name
SB4	Chemical Bracken Control
SB5	Mechanical Bracken Control
SP3	Bracken Control Supplement

Over the lifetime of HLS bracken control options have been used on over 600 agreements and over 11,000ha at an estimated cost of over £4,000,000. Under CS there are currently 258 agreements covering 4,637 ha of land (data derived from the Rural Payments Agency). Where AES funding is not available bracken control is also funded by Historic England (where damage is occurring on Scheduled Monuments) and by landowners/farmers to prevent encroachment on economic assets such as grazing and grouse moors. Control is also undertaken by volunteers who help to cut and pull bracken by hand on selected sites, especially in National Parks and AONBs.

Irrespective of the control method bracken tends to re-establish in time depending on a variety of factors such as the effectiveness of the initial control, whether follow-up treatment was carried out, environmental factors, and crucially the nature, timing and intensity of grazing over subsequent years.

Asulam is the main chemical used for bracken control in the UK. Since European approval to use asulam ended on 31 December 2012, temporary, annual arrangements have been put in place to permit the use of asulam for bracken control to continue in the UK. Approval has been subject to the terms set out in Emergency Authorisations granted by the Chemicals Regulation Division (CRD) of the Health & Safety Executive. There is no guarantee that these annual arrangements will continue.

In order to avoid the unchecked re-expansion of bracken into areas where it causes damage to the natural or cultural environment, a better understanding is needed of the factors which may affect its spread and re-establishment.

We are on the cusp of significant change in the agricultural economy. One of the trends which is already apparent is a move towards agricultural de-intensification, including an increasing interest in 'wilding' projects and other more 'natural' approaches to managing the landscape. There is also growing appreciation and awareness of alternative grazing regimes such as 'mob grazing' which may deliver better welfare and improve soils.

There is considerable anecdotal evidence that the type of grazing animal, the stocking density and the timing of grazing activity are critical factors which affect the rate of bracken re-establishment after treatment. Understandably it is virtually impossible to construct robust scientific field trials to investigate this, due to the wide range of variables which would need to be controlled and the economic and welfare issues that could arise from such an experiment. Records collected under HLS and CS combined with other widely available data (e.g. climate data, topographic data etc.), present a unique opportunity to study this concept in another way using a broad range of data collected for other purposes which reflects the range of conditions and grazing practices encountered in the real world. The effectiveness of bracken control in the medium-long term and a broad range of factors which may influence bracken re-establishment could thus be studied at a national scale, and lead to a better understanding that will help inform future AES.

Option Uptake in Environmental Stewardship (live agreements)

		Agreements Containing Selected Options	Option Area (Ha)
Total	Option		
HLS Total		603	11,081.66
	BCA - Chemical Bracken Control - Area Payment	4	43.05
	BCB - Chemical Bracken Control - Base Payment	4	0.00
	BDS - Difficult site supplement for bracken & scrub control	3	34.92
	BMA - Mechanical Bracken Control - Area Payment	2	7.45
	BMB - Mechanical Bracken Control - Base Payment	2	0.00
	HR5 - Bracken control supplement	599	10,996.24
CS Total		258	4637.87
	SB4 Chemical Bracken Control	128	2245.99
	SB5 Mechanical Bracken Control	54	380.43
	SP3 Bracken Control Supplement	154	2011.45

Project objectives

Research is needed to understand the role of follow up treatments, grazing and environmental factors in controlling the speed of bracken re-establishment after initial treatment. This is needed so that more accurate advice can be given to landowners and managers in order to; limit the spread of bracken, preserve the benefits of bracken control, and limit the future need for chemical application. The project will draw on data collected from AES agreements, analysis of multispectral satellite imagery, and environmental data sources to establish the factors that govern the rate of re-establishment of bracken beds following bracken control. Inclusion of sites where control has not taken place will be required in order to provide a measure of the long term effectiveness of DEFRA funded bracken control and the response of bracken to changing climatic conditions. This project findings will inform multi-agency advice on bracken control and provide evidence to underpin future policy and environmental schemes. The objectives of the project are listed below.

1. To identify a methodology for measuring the extent and vigour of bracken by remote sensing using satellite data.
2. To analyse and determine the value of grazing data collected by land managers as a requirement of an AES; in order to gain a view on the effect of grazing on bracken re-establishment.
3. To determine how the above information can be combined with other environmental data such as soil characteristics, elevation, aspect, region, and climate (particularly rainfall, latest frost dates and minimum, maximum and average temperatures) to provide a broad picture of the range of factors that influence bracken recovery.

4. To identify the significance that varying grazing regimes play in controlling bracken re-expansion following bracken control across a wide range of English landscapes under a range of environmental conditions.
5. To provide evidence that will:
 - a. Underpin advice given to landowners
 - b. Inform options for future bracken control and follow-up treatments (under AES)
 - c. Demonstrate the role of grazing in keeping areas bracken free.

3. Tasks

Task 1 - Evaluation of data (objectives 1to3)

Assess the availability and reliability of the data sources necessary to complete the project:

- a. Use AES data (both HLS and CS agreements) to establish whether it is possible to identify a sufficiently large number of agreements (150 to 200) where bracken control has taken place and extract records of what control took place, where, when and what follow-up was carried out. Note that it may prove unfeasible to access all the CS data, and a review of this will be required at the end of task 1 and in case HLS data only is available.
- b. By contacting a representative sample of agreement holders (based on farm size, geographic location and a proportionate number across both HLS and CS agreements, provided that the collection of CS data is feasible) to establish whether it is possible to identify a sufficiently large proportion of the above who are willing to share records of bracken control and grazing data. Establish whether these records give a sufficiently consistent record of the species and breed of animal present and the stocking rates at different times of year in the parcels where bracken control took place,
- c. During conversations with land managers establish the most effective method of gathering the necessary data on grazing and the nature and timing of bracken control,
- d. Establish what multispectral and RGB satellite and aerial imagery is available, the timespan and resolutions. Outline the most effective ways of analysing and rendering this data to measure bracken extent and vigour(including NDVI analysis). Draw comparisons with UAV based multispectral imagery acquisition (a contrast with the UAV acquired imagery on the Historic England research sites would be beneficial). Investigate whether there is any advantage to combining information from more than one data source or more than one capture date. Ground truth the data at no fewer than 10 sites with a representative regional spread.
- e. Gather information on other potential data sources that could be used to assess variables such as habitat type, soil, elevation, aspect, region, and climate (particularly rainfall, latest frost dates and minimum, maximum and average temperatures) which might affect bracken re-establishment,
- f. At the end of Task 1 (November 2020) a report is required detailing the availability and reliability of data, the most effective ways of obtaining data from land managers, the most accurate sources of remote sensing data and

the best methods to analyse and render them. At this stage there should be a review of the viability of the project.

Task 2 – Data Collection

- a. Based on data supplied from NE and RPA, and using NE's OpenData portal identify all AES agreements with bracken control options and extract the data including date of control, type of control, follow-up, and whether there was an agreed bracken management plan.
- b. Contact agreement holders to confirm the data on bracken control held by NE and obtain any additional information on the type of control, timing, and any follow up that may have taken place. Obtain grazing data for all of the above holdings where this is available by contacting land managers by email, letter or phone as appropriate.
- c. Based on the results of task 1d above obtain appropriate satellite data for holdings where grazing data has been obtained. Satellite data should include imagery before clearance, as well as at regular (ideally annual) intervals subsequently until 2020.
- d. Obtain other environmental data relevant to the project as identified in task 1d above.
- e. Produce a short report outlining the data collected and any implications this may have for the analysis and the final report.

Task 3 - Data processing and reporting

- a. Undertake statistical and qualitative analysis of all data to evaluate the relationship between the rate of bracken re-establishment and the type of control, follow-up, stocking density and timing, along with other environmental factors.
- b. Submit a final written report which includes:
 - b.i. all data
 - b.ii. a review of the data collection exercise
 - b.iii. a final assessment of the results, including analysis of how variables affect re-establishment of bracken after treatment
 - b.iv. a summary of the aims and results of the project
 - b.v. recommendations (based on the results of this project and existing information) outlining the suitability for the inclusion of bracken control in forthcoming AES
 - b.vi. suggestions for the most appropriate after-care methods in order to retain bracken free areas following treatment.

All works must adhere to NE's ethic requirements. Contractors must be GDPR-compliant.

1. Outputs

Specific outputs for this project, and the financial year in which they are due:

1. A draft report on the results of the task 1 analysis for the project [end Nov 2020].
2. A comprehensive written FINAL report covering all objectives and tasks of the project [7th Mar 2021].
3. A '2-page summary' report, using format in attached Annex A 'Summary Template' summarising the aims, outcomes and implications of the project, for use by policy colleagues, and other non-specialists [7th Mar 2021].
4. An infographic, to be developed with the Natural England project manager, highlighting notable findings [7th Mar 2021].
5. 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 [7th Mar 2021].
6. The contractor will present a webinar via the NE Historic Environment Expert Network to present the results and findings to NE and Defra staff and key stakeholders [by 26th Mar 2021].
7. The contractor will produce a peer-reviewed paper for publication in a suitable format.

2. Reporting and milestones

The successful contractor will be required to produce:

- An interim report presenting the results from Task 1 by end Nov 2020. The contractor will be expected to present the results of the data evaluation to the project steering group, with an outline of how they will use this information to inform the approach for task 2
- An interim report presenting the results from Task 2 outlining the data collected and any implications this may have for the analysis and the final report. The contractor will be expected to present the results of the data collection to the project steering group, with an outline of how they will use this information to inform the approach taken to Task 3
- A draft final report (with an accompanying draft 2-page summary) will be provided to Natural England by 12th February 2021 and a meeting to present/discuss the results will be arranged soon afterwards. This should include full analysis, conclusions and discussion on the data collected against the requirements.

- The finalised, peer-reviewed report, and accompanying final 2-page summary and infographic, will be provided to Natural England by 7th March 2021.
- Produce and present a webinar outlining the main results of this project suitable for key staff at NE, Defra Policy, and Historic England by 26th March 2021.

The webinar will also be recorded for NE's skills port to deliver wider dissemination within Natural England and Defra.

A final invoice for this work must be submitted by 29th March 2021.

Natural England requires the opportunity to comment on draft final reports. The appointed contractor will be responsible for ensuring both the quality of the work as well as the presentation of the material (e.g. proof reading, ensuring clear, plain English). The appointed Contractor is also to be aware that Natural England requests acknowledgement in the publication (including oral presentations) of its funded research, and that the project manager is notified at least two weeks prior to publication. All reports should be provided in MS Word and PDF format.

The final 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.

For carrying out the peer review Natural England will provide:

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

There should be a minimum of two peer reviewers and they must be independent of organisations working on the project. A cost for peer review should be itemised in the tender. This should 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

Natural England is happy to encourage widespread publication and welcomes the use of appropriate trade press, peer-reviewed journals, sector-specific journals and appropriate use of social media.

Note: If the findings of the work are deemed suitable, the contractor will aim to submit a manuscript to a peer-reviewed journal as soon as possible after completion of the report, co-authored by staff from the contractor and Natural England, as appropriate. A proposed

timetable for submission of manuscript and publication timeline will be agreed with Natural England.

3. Project Management and timetable

Duration

12th October 2020 – 31 March 2021.

The first phase of the project (completion of task 1 and interim report), is to be completed by 30th November 2020.

Natural England will establish a steering group to oversee the contract including representatives from NE and Defra and other relevant partners. It is anticipated that the steering group will meet three times during the course of the contract, at the project inception stage (October 2020), to discuss the data evaluation following task 1, (Date tbc) following data collection at the end of task 2 to inform the planning of analysis (in financial year 2020/2021).

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

The contractor will be expected to attend a project inception meeting, where they will need to provide a detailed proposal and plan for the assessment they will undertake and agree any variations with the project panel.

The project leader will be responsible for setting up interim meetings. Face to face meetings will occur in NE offices in Bristol if possible. It should be expected however that a virtual meeting may be required to ensure adherence to government guidance in the light of Covid19.

A final meeting will be held once the draft report has been delivered, where the results can be discussed, and the dissemination webinar outline agreed.

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

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

4. IPR and data sharing

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

To facilitate the project aims, NE's Data Services team will liaise with the successful contractor to generate a contractor data licence. The contractor will be responsible for applying to and liaising with the Data Services team in requisite time in order to obtain the necessary data. The project officer will assist in this and make a preliminary enquiry on behalf of the project but, following outline approval the successful contractor(s) will be required to provide a full data request as required to meet the detail of their tender.

Data will be supplied to the successful contractor via secure data sharing in a format to be agreed with the contractor and NE's data services / GIS team. This will comprise information relating to Environmental Stewardship schemes and will include land parcel references alongside the chosen option code. The chosen contractor should then use the Land Parcel Information Service, satellite data such as Sentinel II and environmental data sources such as the HadUK grid data produced by the Met Office to deliver the project objectives.

All information provided to the contractor for the purposes of this project, shall be kept securely, confidentially and disposed of at the end of the project. It must not be used elsewhere without prior consent. The supplier will be required to follow Natural England's data protection policy and only act on information provided under our instruction.

5. Survey Requirements

As surveys are to be undertaken as part of this study, approval will need to be gained from the Survey Control Liaison Unit (SCLU) in Defra. Any structured approach made by or on behalf of the Government in order to obtain aggregated data is classed as a statistical survey and should be referred to SCLU. This applies to the collection of grazing data from land managers.

NE and Defra are strongly committed to minimising the burden they place upon businesses and local authorities. As a result, proposals for new surveys must be assessed by the SCLU. In order to undertake the survey of agreement holders, proposed as part of this project, approval will need to be gained from the SCLU. NE will make the initial application, but, following outline approval the successful contractor(s) will be required to provide a draft questionnaires and survey plans to be agreed and approved. A period of at least 6 weeks should be built into the project plan to accommodate this survey approval process.

It is the responsibility of the successful bidder to ensure that the survey is provided in accordance with the time requirements of this project for SCLU approval