Add NE Logo

***Guidance note: Several parts of this Order are highlighted with guidance and options as follows:***

1. ***(Blue) Internal guidance note that must be deleted before circulating.***
2. ***(Yellow) Optional provision to be deleted if not required or amended to reflect the circumstances.***
3. *This Order and the accompanying Terms and Conditions are to be used for medium value (£10-50K) contracts for relatively simple purchases of goods and/or services.*
4. *Except as permitted in this Order the Terms and Conditions are not intended to be varied or negotiated in any way.*
5. *For complex goods/services or long term service arrangements, please use one of the other Standard Template documents as appropriate. The Decision Tree document found at [link] will help you determine the appropriate Standard Template document to use.*
6. *Section 21 of this Order contains guidance and options to select in respect of applicable data sharing/processing provisions depending on the level of sharing or processing of personal data you anticipate the supplier will be carrying out.*

**Standard Contract for Goods and/or Services - Order Form**

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | It is to be confirmed |
| 1. **Customer**
 | Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX |
| 1. **Contractor(s)**
 | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered),use Companies House* [*website*](https://find-and-update.company-information.service.gov.uk/) *to obtain or validate details of incorporated entities)]* |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:Natural England |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. ***[Guidance note: Please do not attach any Contractor terms and conditions to this Order. Please speak to GLD or your relevant legal team if the Contractor is seeking to incorporate its own terms such as for software licenses as this may not be a suitable template contract in those circumstances.*** The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| **Goods** | None |
| **Services** | **Funding model development for beaver management partnerships**To be performed at ***the Customer’s premises, the Contractor’s premises and/or a third party’s premises and in each case the address****)].]*Date(s) of Delivery: Between 23 September 2024 and 21 March 2025 |
| 1. **Start Date**
 | *[****Insert*** *Day Month Year]*  |
| 1. **Expiry Date**
 | *[****Insert*** *Day Month Year]* ***[Guidance note: Please note that in respect of Services at paragraph 2.3 of Annex 2 of the terms and conditions, that the Customer has the option to extend the Agreement by a further period of up to 6 months]*** |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out [below ***[insert details]*** / in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | A sum equal to £5,000,000. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. |
| 1. **Progress Meetings and Progress Reports**
 | * The Contractor shall attend progress meetings with the Customer every fortnight.
* The Contractor shall provide the Customer with progress reports every 2 months.
 |
| 1. **Address for notices**
 |

|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| [**insert *nameand address of Customer***]Attention: [**insert *title***]Email: [**insert *email address***] | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
| ***[Guidance note: See clause 20 of the terms and conditions for further details]*** |

 |
| 1. **Key Personnel of the Contractor**
 |

|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
|  |  |  |
| ***[Guidance note: List names of any Contractor Key Personnel required to deliver the Agreement, and their contact details – see clause 6 of the terms and conditions for further details]***  |
|  |  |  |

 |
| 1. **Procedures and Policies**
 | For the purposes of the Agreement: The Customer’s Staff Vetting Procedures are: Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions.[The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s additional sustainability requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [**Insert *details/contained in [*Insert *link to relevant policy***]. [The Customer’s health and safety policy is: [**Insert *details/contained in [*Insert *link to relevant policy***].  |
| 1. **Special Terms**
 | N/A |
| 1. **Additional Insurance**
 | N/A |
| 1. **Further Data Protection Provisions**
 | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:**Yes:**[ ] **No:**[x]  |

 ***[Guidance note: Please note that typically the Contractor should sign first and return the copy to the Customer to sign]***

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2: Specification**

**Background to Natural England**

Natural England is the government’s adviser for the natural environment in England. Our purpose is to help conserve, enhance and manage the natural environment for the benefit of present and future generations, thereby contributing to sustainable development.

We aim for:

a well-managed Nature Recovery Network across land, water and sea, which creates and protects resilient ecosystems rich in wildlife and natural beauty, enjoyed by people and widely benefiting society

people connected to the natural environment for their own and society’s wellbeing, enjoyment and prosperity

Nature-based solutions contributing fully to tackling the climate change challenge and wider environmental hazards and threats

improvements in the natural capital that drives sustainable economic growth, healthy food systems and prospering communities

evidence and expertise being used by a broad range of partnerships, organisations and communities to achieve Nature recovery and enable effective regulation and accreditation

being a values-led organisation that delivers excellent service standards to all partners, organisations and communities engaged in achieving Nature’s recovery.

[Natural England: Building partnerships for Nature’s recovery](https://www.gov.uk/government/publications/natural-england-building-partnerships-for-natures-recovery) outlines out how we will work to protect England’s nature and landscapes for people to enjoy and for the services they provide, in support of Defra’s ambitions for the environment.

**Funding model development for beaver management partnerships**

**Background**

There is strong interest in restoring Eurasian beaver as a native species to the UK. This is due to their role in restoring natural function to water bodies which increases climate change resilience and the ecosystem service benefits that are linked to beaver wetland creation (Brazier and others, 2020).

Beaver activity (damming, foraging and burrowing) can have positive environmental and socioeconomic benefits, but it is recognised that their activities can also lead to negative impacts that need to be actively managed.

Wild populations of beavers have been identified in England since the early 2000’s (Heydon and others 2021). In August 2020, the UK government announced the River Otter population in Devon could remain and expand its range naturally after a successful five-year trial reintroduction (Howe & Crutchley 2020). Other beaver populations have established following natural dispersal of beavers, illegal releases and/or escapes from unlicensed enclosures, mainly in southern England.

Beaver management groups (BMGs) are local partnerships that are establishing around some of the free-living beaver populations. The first BMG in England was created during the River Otter Beaver Trial, with Devon Wildlife Trust leading and establishing a governance framework of local stakeholders to build relationships and to disseminate information via steering group and forum meetings. Devon Wildlife Trust also fund a beaver field officer to provide advice and targeted practical support to land managers and riparian users.

This model has paved the way for more BMGs in East Kent, the Bristol Avon and Tamar catchments, with others starting to establish. They are all at different stages of development and with differing levels of success at accessing private and third-sector funding to secure their necessary long-term future.

We are currently waiting for a government steer on an approach to allowing further licensed wild release projects in England. However, each successful wild release project will need to secure funding and ensure delivery of a similar role to the BMGs at least for the duration of the licence in terms of governance and by providing a local beaver field officer. When the wild release project licence ends after 5 – 10 years, it is likely that a beaver population will be in its building phase within a catchment, increasing the number of territories and the likelihood of management issues arising. The funding mechanism for wild release projects to establish and operate, and then to transition to beaver management partnerships to continue providing on-the ground advice and support to land managers and riparian users at the end of the licensed wild release project has not been identified.

As beavers are re-introduced and naturally spread throughout England, additional support to landowners and riparian users to manage impacts from beavers will be needed. This includes education, signposting to existing national guidance and funding, and bespoke local advice on appropriate management interventions to ensure positive coexistence with beavers. This support will be key to ensuring the 5-step approach to beaver management is followed; providing advice and helping resolve management issues at an early stage, and thereby greatly reducing the demand for beaver removal.

Stakeholders have been clear that a fast response to management issues caused by beaver activity affecting land use, property and infrastructure1 is necessary to make space for beaver wetlands and allow beavers to deliver multiple benefits. Locally led support will also increase tolerance of beavers and reduce conflict with farming.

The role of a BMG is expected to change over time in response to a beaver population expanding in a catchment (Auster and others, 2022). For example, beaver management support could be provided through a beaver field officer role nested within an appropriate catchment partnership. Stakeholder input for strategic planning may also be convened at the river basin district level, providing a suitable scale for key stakeholders and statutory agencies to engage.

Currently there are limited funding opportunities available to BMGs, and these are mainly provided by the third sector. There is unlikely to be many public funding opportunities in this space, especially to provide the rapid response on-the-ground support that communities will need. Most of the public funding will be available through the Environmental Land Management Schemes (ELMS) which will provide funding opportunities for farmers and land managers to enter into land management agreements, which may include provision of buffer zones around watercourses.

As beaver populations naturally expand and are reintroduced into new areas of England, inconsistency of funding provision is a concern as some partnerships will be more successful at attracting funding than others, and the limited available funding may not go to areas where it is most needed. For example, locations with high perceived levels of conflict, may require a disproportionately higher level of funding for stakeholder engagement / relationship building. The existing BMGs are mainly Wildlife Trust led, working at a county level, but these does not always align with a catchment-based approach, and may result in piecemeal funding and action, especially in larger catchments.

*References*

Brazier R., Puttock A., Graham H.A., Auster R.E., Davies K.H., Brown C.M.L. (2020) Beaver: Nature’s ecosystem engineers. Wires <https://wires.onlinelibrary.wiley.com/doi/10.1002/wat2.1494>

Heydon M.J., Pouget D., Gray S., Wagstaff G., Andison E. (2021) Beaver reintroductions in England: 2000-2021. JP036. Natural England, York. <https://publications.naturalengland.org.uk/publication/5363285194178560>

Howe C. V., Crutchley S.E. (2020) The River Otter Beaver Trial: Natural England’s assessment of the trial and advice on the future of the beaver population. NEER018. Natural England, York.

<https://publications.naturalengland.org.uk/publication/6537677127286784>

Auster R.E., Barr S.W. Brazier R.E. (2022) Beaver Management Groups: Capturing lessons from the River Otter Beaver Trial and River Tamar Catchment. Natural England, York.

<https://publications.naturalengland.org.uk/publication/6315571141672960>

**Requirement**

This project is to explore the development of short and long-term funding approaches to support the establishment and running of beaver management partnerships. The key aims of the partnerships will be to build stakeholder relationships, share information and fund a beaver field officer to support land managers and riparian users to manage impacts from beavers. This should take account of the different stages of BMG development from conception to a mature partnership that is embedded in the catchment-based approach. It should also take account of regional differences including the differing pace of beaver reintroduction.

There are two main objectives for this project:

To facilitate a workshop with members of the National Beaver Forum to develop ideas and receive feedback on where funding is needed to deliver support to local communities that are learning to live alongside beavers.

To produce a report setting out the options for developing:

(1) a short-term funding approach to cover the next 10 years.

(2) a long-term funding approach to fund the provision of advice and on-the-ground support to land managers and riparian users to help them learn to live alongside beavers. This should include the feasibility of taking the approach forward.

**Sustainability**

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Supplier to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 Year Environmental Plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

**Outputs and Contract Management**

The key outputs and timetable for delivery are set out below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference** | **Deliverable** | **Responsible Party** | **Date of completion** |
| Start up | Online meeting | NE | TBC |
| Information gathering | Workshop with stakeholders from the National Beaver Forum | Supplier | 31/10/2024 |
| Brief report of the workshop analysis | Supplier | 30/11/2024 |
| Analysis of funding approaches | Final draft report | Supplier | 14/02/2025 |
| Review of final draft report | NE | 28/02/2025 |
| Final report | Supplier | 14/03/2025 |
| Online meeting to share a summary of the report with the National Beaver Forum and NE Beaver Project | Supplier | TBC |

**Contract management**

Advertised on Contract Finder (expected cost £35,000 - £49,999)

W/C 16 Sept – Start up meeting between the NE steering group and supplier.

Fortnightly teleconferences with the steering group thereafter.

Natural England will provide the contact details of the National Beaver Forum members to the supplier and set up a workshop or invite the supplier to a scheduled meeting.

**Appendix 3: Charges**

[***Guidance note: Include a clear breakdown of the charges in as much detail as necessary***]

**Appendix 4: Processing Personal Data**

|  |  |
| --- | --- |
|  |   |
| **[XXXX]** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |   |
| Duration of the processing |   |
| Nature and purposes of the processing |   |
| Type of Personal Data |   |
| Categories of Data Subject |   |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data |  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement |  |
| Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach |  |