

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

1.	Purchase Order Number	To be confirmed				
2.	Customer	Natural England				
3.	Contractor(s)					
4.	Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:				
		Natural England				
5.	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.				
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		Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.				
		The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):				
		a) this Order;				
		b) the terms and conditions at Appendix 1; and				
		c) the remaining Appendices (if any) in equal order of precedence.				
6.	Deliverables	Applicable Deliverables	Goods Only: ⊠			
		Deliverables	Services Only:			
			Good and Services: □			
		Goods	See Appendix 2 for description of goods			
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			The Goods are to be Delivered in accordance with the following instructions:			
		Delivery Address: digital				
		Date of Delivery: Final delivery by 20 <sup>th</sup> March 2025 (drafts to be s				
			in accordance with schedule in Appendix 2.			
			Packaging Instructions: N/A (digital)			
			Additional Delivery Instructions:			
		Services				
7.	Start Date	28/11/2024				
8.	Expiry Date					
0.	Explity Date	20/03/2025				

9.	Charges	The Charges for the Goods and/or Services shall be as set out as one fixed payment of £24400 including VAT. The Charges are fixed for the duration of the Agreement.			
10.	Payment	Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.			
11.	Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000			
12.	Customer's Authorised	For general liaison your contact will continue to be			
	Representative(s)	Redacted under FOIA Section 40 Personal Information			
13.	Contractor's Authorised	For general liaison your contact will continue to be			
	Representative	Redacted under FOIA Section 40 Personal Information			
14.	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.			
15.	Progress Meetings and Progress Reports	The Contractor shall attend progress meetings with the Customer every 2 weeks			
		The Contractor shall provide the Customer with progress reports every 1 month			
16.	Address for notices	Customer: Contractor:			
		Redacted under FOIA Section 40 Personal Information			
17.	Key Personnel of the Contractor	Key Personnel Role: Key Personnel Contact Details: Name:			
		Redacted under FOIA Section 40 Personal Information			
18.	Procedures and Policies	For the purposes of the Agreement:			
		N/A			
19.	Special Terms				
20.	Additional Insurance				
21.	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: ☒			

Signed for and on behalf of the Customer

Signed for and on behalf of the Contractor

Redacted under FOIA Section 40 Personal Information

## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the <u>Natural England Website</u> and which are called 'Standard Goods & Services Terms and Conditions'

#### **Appendix 2: Specification/Description**

#### **Background to Natural England**

Natural England is the government's adviser for the natural environment in England. We help to protect and restore our natural world. Natural England is an executive non-departmental public body, sponsored by the Department for Environment, Food & Rural Affairs (DEFRA).

Natural England was established by an Act of Parliament in 2006, and 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.

Our vision is 'Thriving Nature for people and planet'.

This project is a partnership between the Protected Sites Strategy and the English Seabird Conservation and Recovery Pathway, and has the title "Bird Disturbance: public engagement research to inform user-defined protected site management".

#### Background to the specific work area relevant to this purchase

The UK's seabirds are internationally important but populations are in a worrying state of decline. The Lock review identified human disturbance as one of the four most impactful pressures affecting England's breeding seabirds, with 100% of Special Protection Areas being affected by bird disturbance. Similarly, some of the same sites are affected in the non-breeding season when coastal waterbirds are present.

Protected Site Strategies offer the opportunity to address widespread problems like human disturbance in a holistic way. Key to success will be research into effective techniques, including land-manager insight, which can underpin public engagement materials to be created once and used many times in different locations.

Materials including animations could be used at local (site level), regional (local interest groups) and national (social media) levels to inform and educate stakeholders, with the ultimate aim of reducing seabird and waterbird disturbance at protected sites.

#### Requirement

Protected Site Strategies are powers Natural England hold to design strategic solutions for complex, inter-related and widespread problems affecting sites, including Special Protection Areas (SPAs) classified for bird features. Birds are highly susceptible to human disturbance, which can stem from a range of sources including recreation. Disturbance can lead to increased energetic demands and may impact breeding success if birds have to vacate nests at crucial times. Often these impacts can be managed through public engagement, targeted at site visitors and / or interest groups. Two groups of birds that may be especially susceptible to human disturbance are breeding seabirds and non-breeding waterbirds (such as waders and wildfowl). Both use coastal habitats where people frequently exercise, walk dogs, or engage in pastimes which could be impactful. Whilst this project is too limited in scope to focus on individual user groups, as far as possible the research (and subsequent materials) should consider a broad range of potentially disturbing activities, including walkers, dog walkers, anglers, drone fliers, paddle boarders, kayakers, rock climbers / coasteerers, wind / kite surfers, boaters, and commercial boaters (e.g. wildlife tours). The English Seabird Conservation and Recovery Pathway (ESCaRP) specifically recommends measures should be put in place to safeguard breeding seabirds against disturbance, including increasing education and stakeholder engagement on the issue. There are also individual site initiatives targeting non-breeding bird disturbance, such as 'Bird Aware' in the Solent.

This contract would draw upon existing knowledge, including focused research involving site-managers, to make recommendations about effective approaches to raising awareness of the impacts of human disturbance. We envisage these to include animations which can be shared via social media to specific

locations or interest groups.

Natural England have created several animated short films for public engagement which can be effective in communicating messages to wide groups of people through rapid channels including social media. Two examples are listed below.

Seagrass Heroes: Why Do Seagrass Meadows Matter? Carbon Storage, Coastlines, Water Quality and Biodiversity (youtube.com)

Boat moorings: https://www.youtube.com/watch?v=rx-xuo9tRgk

We believe animations will enable us to grab the attention of the viewer, and give succinct and visual messages, in a user friendly-format that can be used in person onsite at relevant locations (via a screen or a QR code on a smartphone), in talks and presentations to interested user groups, and more widely via YouTube and social media channels.

We would like the contractor to deliver three main objectives for this project.

- 1. Undertake a review of existing public engagement approaches to bird disturbance management, with a focus on the UK. This should explore a) literature demonstrating which approaches are likely to succeed, for example from social science studies; and b) any learning from existing initiatives attempting to manage bird disturbance through public engagement.
- 2. Form a small group of lead site managers from the organisations most responsible for managing protected sites of relevance to seabirds and waterbirds in England (likely to include RSPB, National Trust, the Wildlife Trusts and Natural England). Through structured interviews or other appropriate techniques, gain insight into the views and requirements of site managers in relation to public engagement and human disturbance.
- 3. Create an animation which reflects the findings of 1 and 2, which can be shared through digital channels to reach relevant audiences, and list recommendations for follow-up activities which could support this.

#### The Animation

The animation should be short (maximum 2 minutes) and focussed on engaging the public with the importance of protected sites for birds, the benefits they can bring to us, the threats they face from recreational disturbance, and simple measures that people can take to reduce or remove those threats. Based on the findings of the research, the animation should highlight the main sources of possible disturbance and the steps people can take to reduce their impacts.

Secondary social media friendly 'shorts' should be produced using the same style and artwork on each of the main themes of disturbance. The number of shorts is to be agreed at the start of the project, but likely to be no more than four.

#### Impact assessment aims

Profile – all ages and backgrounds reached

Engagement – increased awareness of the impact of recreational disturbance
Understanding – increased understanding of behavioural change to avoid or reduce disturbance
Connection – increased connection to the subject, leading to a desire to make changes/act to protect
birds and their environment

The animation should be suitable to reach multiple audiences on multiple platforms. For instance: Online – the animation could be published on YouTube, with shorts shared via social media channels. Onsite – the animation could be played at relevant protected sites on screens in visitor or interpretation centres, or it could be shared via a QR code that visitors can use to access the animation on their smartphones.

Offsite – the animation and / or shorts can be used for presentations and talks locally, regionally or nationally.

#### **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 Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr 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.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project

**Outputs and Contract Management** 

Reference	Deliverable	Responsible Party	Date of completion
Research	Literature review and site	Contractor	End December
element	manager interviews		2024
Written report	A written report in MS Word format, summarising the key findings from objectives 1 & 2, delivered in draft to Natural England by early January 2025	Contractor	Early January 2025
Animation production (draft)	Animation (and associated shorts) produced and shared with Natural England in draft by beginning of March	Contractor	04/03/2025
Animation production (final version)	Animation (and associated shorts) produced and shared with Natural England in draft by 20th March 2025	Contractor	20/03/2025

- Weekly or Fortnightly MS Teams meetings will held throughout the duration of the project (November 2024-March 2025), following a startup meeting post contract award.
- Draft storyboards for the animation (and associated shorts) should be created during the research phase and tweaked to reflect the findings.
- Draft written report (MS Word format or similar) due in early January (suggest 08/01/2025) in digital format via email.
- Final written report (MS Word format or similar) due on 20th March 2025 in digital format via email.
- First working version of the main animation is anticipated to be ready in mid February, with
  associated shorts in draft to follow. There is likely to be several weeks needed for comment and
  minor changes following consultation with various interested parties within Natural England.
  However the first fully finished version (draft) of the main animation and associated shorts is not
  due until the beginning of March (4th March 2025), with the final completed versions of all
  products (following any changes required) to be delivered on the 20th March 2025, when the
  contract should be completed.

## Appendix 3: Charges

### Damn Fine Media Budget

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Descriptions of Tasks and / or Products	Cost per product / or Cost per Hour / Day (i.e. rate)	No of products / Hours / Days	Total Cost per Task
Redacted under FO	Day (i.e. rate)	43 Commerci	al Information
Total Overall Cost			£24,400