



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

1. Purchase Order Number	To be confirmed	
2. Customer	Natural England Foss House Kings Pool 1-2 Peasholme Green York YO1 7PX	
3. Contractor(s)	Daryl Burdon Ltd. Redacted Marshall Avenue, Willerby, Hull, HU10 6LL,  Company No. 12104847	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:  Natural England	
5. The Agreement	<p>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.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none"><li>a) this Order;</li><li>b) the terms and conditions at Appendix 1; and</li><li>c) the remaining Appendices (if any) in equal order of precedence.</li></ul>	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	None
	Services	Description in Appendix 2  To be performed at <b>the Contractor's premises.</b>  Date(s) of Delivery: <b>24-Jul-2024 – 13-Jan-2025</b>
7. Start Date	24-Jul-2024	
8. Expiry Date	13-Jan-2025	

<b>9. Charges</b>	The Charges for the Goods and/or Services shall be as set out [below <i>[insert details]</i> / in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement.
<b>10. Payment</b>	<p>Payments will be made to</p> <p><b>Redacted under FOIA Section 40 Personal Information</b></p> <p><i>by the supplier on submission of a compliant invoice.</i></p>
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	A sum equal to £5,000,000
<b>12. Customer's Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be</p> <p><b>Redacted under FOIA Section 40 Personal Information</b></p>
<b>13. Contractor's Authorised Representative</b>	<p>For general liaison your contact will continue to be</p> <p><b>Redacted under FOIA Section 40 Personal Information</b></p>
<b>14. Optional Intellectual Property Rights ("IPR") Clauses</b>	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
<b>15. Progress Meetings and Progress Reports</b>	The Contractor shall attend progress meetings with the Customer every 2 weeks initially. As the project progresses, the frequency of progress meeting will be reviewed.
<b>16. Address for notices</b>	<p><b>Customer:</b> <b>Contractor:</b></p> <p><b>Redacted under FOIA Section 40 Personal Information</b></p>
<b>17. Key Personnel of the Contractor</b>	<p><b>Key Personnel Role:</b> <b>Key Personnel Name:</b> <b>Contact Details:</b></p> <p><b>Redacted under FOIA Section 40 Personal Information</b></p>
<b>18. Procedures and Policies</b>	For the purposes of the Agreement: <i>N/A</i>

<b>19. Special Terms</b>	N/A
<b>20. Additional Insurance</b>	N/A
<b>21. Further Data Protection Provisions</b>	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p><b>Yes:</b> <input type="checkbox"/></p> <p><b>No:</b> <input checked="" type="checkbox"/></p>

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
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**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 [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

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

### **1. Introduction**

The following contract opportunity invites suitably experienced suppliers to work with Natural England in exploring the use of natural capital approaches to enhance Marine Protected Area (MPA) management. This exploratory project aims to provide Natural England with:

A broad overview of where natural capital thinking has been applied to inform MPA management, both within the UK and internationally.

Insights into the methods used to integrate natural capital thinking into management decision-making processes; particularly when these have led to an increase in benefits derived from the MPA.

An understanding of the benefits and challenges associated with implementing natural capital approaches to MPA management.

#### **1.1. Background to Natural England**

The Authority is Natural England. Natural England is the government's adviser for the natural environment in England. We protect England's nature and landscapes for people to enjoy and for the services they provide. Within England, we are responsible for:

promoting nature conservation and protecting biodiversity;

conserving and enhancing the landscape;

securing the provision and improvement of facilities for the study, understanding and enjoyment of the natural environment;

promoting access to the countryside and open spaces;

and contributing to social and economic well-being through the sustainable management of the natural environment.

Natural England's priorities are to secure a healthy natural environment; a sustainable, low carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information can be found at: [Natural England - GOV.UK \(www.gov.uk\)](https://www.gov.uk/natural-england).

#### **1.2. Background to Protected Site Strategies (PSS)**

Section 110 of the Environment Act (2021) affords Natural England the ability to prepare and publish 'Protected Site Strategies' (PSS) aimed at:

a) Improving the conservation and management of a protected site; by

b) Managing the impact of plans, projects, or other activities (wherever undertaken) on the conservation and management of the protected site.

Guidance is needed for the development of a PSS, and five pilot projects and multiple research projects are currently underway to help develop this guidance; however, these have largely focused on terrestrial and coastal protected sites. This year, an additional marine PSS project will deliver recommendations specifically for the development of PSS for Marine Protected Areas and hence support the development of advisory guidance for PSS.

#### **1.3. Opportunity Definition**

**NE Version 1.0**

Sub-section 4 of section 110 of the Act, outlines four ‘limbs’ of a PSS, which are:

**Evidence based** - Include an assessment of the impacts and pressures.

**Action Oriented** - Include measures to avoid, mitigate and compensate.

**Integrated** - Identify other plans, project and strategies of benefit to the site.

**Ambitious** - Address any other matter of relevance.

In addition, PSS legislation contains a ‘Duty of Cooperation’ (sub-section 5 & 7) which will ensure that PSS development will be a collaborative, stakeholder led process.

We are interested in whether a natural capital approach can a) be used to support the stakeholder engagement aspects of PSS development and, b) help a PSS to be more **ambitious** in its scope. That is, can a PSS help achieve both feature-specific conservation targets for an MPA and also address other matters in the site not specifically related to features, which will offer additional benefits to local communities and stakeholders? This project will provide evidence to help understand how a PSS could be more **ambitious**.

#### **1.4. The Natural Capital Approach**

The Natural Capital Committee defines natural capital as “the elements of nature that directly or indirectly produce value to people, including ecosystems, species, freshwater, land, minerals, the air and oceans, as well as natural processes and functions” (Natural Capital Committee 2017). One of the goals of a natural capital approach is to enable nature recovery that sustainably provides benefits central to people’s well-being. Meaningful collaboration with a wide range of partners and stakeholders throughout the entire process is critical to its success. This helps because it enables: a wide range of benefits to be identified; the sharing of knowledge and evidence; the goals of different stakeholders to be represented from the start; the development of consensus and buy-in; and the pooling of resources to deliver shared goals.

##### **Key terms and concepts relating to natural capital:**

**Ecosystem services:** the components of nature that are directly enjoyed, consumed, or used in order to maintain human wellbeing (Sunderland and others 2019). A natural capital approach describes the natural environment as a stock of assets from which there is a flow of ecosystem services to people who benefit from them.

**Ecosystem Approach:** a framework for the sustainable management of land and sea for the benefit of both biodiversity and people in a way that integrates ecological, social and economic understanding (Waters and others 2012). The Ecosystem Approach heavily influences how we do natural capital in practice in a participatory and equitable way.

**Nature-based solutions (NBS):** defined by the IUCN as actions to protect, sustainably manage, and restore natural or modified ecosystems, that address societal challenges effectively and adaptively, simultaneously providing human well-being and biodiversity benefits (Cohen-Shacham and others 2016). A natural capital approach can help us make arguments in favour of NBS by demonstrating the role of nature in human wellbeing and helps us decide where the best places to put them are.

More information on the natural capital approach can be found in the [Natural Capital Evidence Handbook: to support place-based planning and decision-making - NERR092](https://naturalengland.org.uk/natural-capital-evidence-handbook) ([naturalengland.org.uk](https://naturalengland.org.uk))

## **2. Main Task**

Considering the opportunity outlined above, the main task is to undertake a literature review to explore how natural capital approaches have been used in MPA management, including relevant strategies and plans. This review should examine how natural capital approaches to MPA management can help to deliver multiple benefits for nature and people. It should also capture instances where a natural capital approach did not add value, providing details for why this was the case.

The literature review will run alongside three marine PSS case studies and interim findings from the review will be shared with NE staff involved in these case studies via an Interim Finding presentation in late September. These findings will inform case study leads about potential avenues to apply natural capital approaches within their case study, highlighting the benefits and challenges associated with each approach.

The review should focus on the use of natural capital approaches in MPA management, both within the UK and internationally. Natural capital approaches consider the elements of nature that directly or indirectly provide value to people. Therefore, we are particularly interested in examining MPAs that have used stakeholder and community engagement to develop and implement management strategies. In order to capture perspective outside of the European way of thinking, the review should not be limited to literature containing the term ‘natural capital’. Other terms such as ‘multiple benefits’, ‘ecosystem services’, ‘societal benefits’, ‘nature’s contribution to people’ and ‘community initiatives’ (among others) may be used to explore relevant international literature.

### **Aims:**

To identify the contexts in which a natural capital approach has been beneficial or not to MPAs and their management, and to understand the underlying reasons.

### **Objectives:**

- Conduct a search of grey and peer-reviewed literature about MPA management, both within the UK and internationally, to assess where community or stakeholder partnerships have been involved in the management or development of an MPA.

- Review the literature on these MPAs to determine:

  - Who was involved in the implementation and/or management of the MPA?

  - Were any methods used to assess the economic, social, and ecological value of the site, in either monetary or non-monetary terms? If so, what were they?

  - What measures were implemented to benefit the site’s natural capital? Specifically:

    - Did the measures focus on natural capital assets, or were improvements to ecosystem services and wider benefits explicitly included?

    - How were these measures implemented?

    - Were any actions taken to formalise these measures?

Were any funding sources used to facilitate the process? If so, what were they?  
What aspects of the approach were successful, and what were not? Providing details for reasons behind these outcomes.  
Highlight other relevant examples, if found, of where a natural capital approach to MPA management has been employed, even if not community/stakeholder led  
Communicate these findings to the NE leads of three marine PSS case studies via an interim finding presentation.  
Synthesise the results of the literature review in a final report, including a geographic representation of the MPAs included in the review.

### **3. Methods**

The successful Contractor will need to apply suitable analytical methods to meet the project aims and objectives outlined above. We anticipate that a snowballing approach to the literature review may be more appropriate than structured or systematic methods to literature reviewing, such as quick scoping reviews and rapid evidence assessments. The contractor should be prepared to take a flexible approach and work closely with the NE project team to help evolve the direction of the review throughout the course of the project. The quotation should include a proposed methodology and examples of previous literature reviews conducted by the Contractor.

Below, we provide a preliminary framework for project delivery. However, we welcome alternative approaches in your proposed methodology, provided that a clear justification is included.

#### **3.1. Initial Meeting**

The contractor will attend an initial meeting with NE specialists to discuss the project, review the aims and objectives, and agree upon a general approach, milestones, and expectations.

#### **3.2. Progress Updates**

The contractor will attend regular progress update meetings with the NE project team. We would like the contract to be highly collaborative, delivered in an agile manner to facilitate knowledge exchange throughout project. Initially, the progress update meetings will focus on discussing the general approach to literature searching and identifying potential avenues for further investigation. They will also provide an opportunity to track the scope of the review, ensuring that a wide range of natural capital approaches and MPAs are covered by the review. Initially, the progress update meetings will be fortnightly, however the frequency of update meeting can be reviewed as the project progresses.

#### **3.3. Reporting**

##### *3.3.1. Interim Findings Presentation*

The contractor will present interim findings to NE staff prior to the hand in of the final report. It will detail key findings from the literature review and provide an opportunity for findings to be considered in the context of the marine PSS case studies, ahead of receiving the finalised review.

##### *3.3.1. Final Report*



The contractor will provide a table of results and report covering the introduction, methods, results, and discussion of findings from the literature review. The report should include an Appendix detailing all the MPAs included in the review.

Natural England will provide a report template and guidance to be used for all reporting ([Natural England publishing standards for commissioned reports - NECR000](#)).

**4. Requirements**

To enable successful delivery, the successful Contractor is expected to:

Submit an Interim Findings Presentation.

Submit a Final Report.

**4.1. Project deliverables**

The report will follow the Natural England guidance and report template to meet accessibility criteria ([Natural England publishing standards for commissioned reports - NECR000](#)).

All data provided must comply with Natural England metadata standards and GIS formats as outlined at Annex 1.

**4.2. Data ownership, intellectual property rights and copyright**

All data captured and produced shall be fully owned by and copyrighted to Natural England. This shall include any intellectual property rights that might otherwise impede on Natural England’s usage and data sharing of the outputs. Natural England may share any project outputs with third parties including for the purposes of additional analyses outside the final scope of any contract awarded against this statement of requirements. Any data supplied by Natural England to potential bidders and the successful contractor are for use in this project only and should not be retained once the bidding process (for unsuccessful bidders) or project (for the successful contractor) has been completed. In addition, neither bidders nor the successful contractor must pass such data on to any third parties unless with explicit prior permission from Natural England. The contractor is responsible for ensuring that all products submitted are of a satisfactory standard. The Natural England Nominated Officer may undertake a QA review of all project deliverables, including image analyses, prior to approving subsequent payment for the work.

**4.3. Timescales, milestones, and payment schedule**

The intended timetable for this tender process is:

Activity	Date
Issue of Request for Quotation	Noon BST Tuesday 18 <sup>th</sup> June 2024
Deadline for submission of clarification questions	17:00 BST Tuesday 2 <sup>nd</sup> July 2024
Deadline for submission of Quotes	17:00 BST GMT Friday 5 <sup>th</sup> July 2024
Evaluation of Quotes	By Friday 12 <sup>th</sup> July 2024
Contract Award	Friday 12 <sup>th</sup> July 2024

Every effort will be made to adhere to the above timescales. If this is not possible, bidders will be informed of any significant delays to the process as soon as possible.

Once let, the following are the key project milestones:

<b>Milestone</b>	<b>Date</b>
Initial meeting	w/c 15 <sup>th</sup> July 2024
Progress updates	Fortnightly
Interim findings presentation	September 2024
Draft report	22 <sup>nd</sup> Nov 2024
Final report	6 <sup>th</sup> Jan 2025

This is the envisaged contract timetable. Bidders should highlight any proposed deviation from this timeline within their bid. Any delays to this timetable during the contract should be immediately discussed with the Project Officer.

Prices will remain fixed for the duration of the contract award period.

Payment of 100% of the total contract value will be made on receipt of a detailed invoice following completion (to the satisfaction of the Natural England Nominated Officer) of all the milestones detailed above, and formal acceptance of the specified outputs.

## **5. Other considerations**

In support of this contract, we will provide the successful framework supplier with:

- Project support from dedicated project lead.

- Relevant available data from previous work.

- Opportunity to feedback and discuss progress with the project lead.

### Appendix 3: Charges

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

#### Appendix 4: Processing Personal Data

<b>Contract:</b>	<b>[XXXX]</b>
<b>Date:</b>	<b>[XXXX]</b>
<b>Description of authorised processing</b>	<b>Details</b>
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	