

Standard Contract for Goods and/or Services - Order Form

1.	Purchase Order	Shared Services Connected Limited will issue you with an electronic purchase order number.		
_	Number			
2.	Customer	Natural England		
		Foss House, Kings Pool, 1-2 Peasholme Green		
		York YO1 7PX		
		VO1 7PX United Kingdom		
3.	Contractor(s)	Redacted under FOIA Section 40	Personal Information	
Ŭ.	Contractor(5)			
		Victoria Hall,		
		Sheffield,		
		S2 2SF,		
		UK		
4.	Defra Group	The following De	fra Group members will receive the benefit of the Deliverables:	
	Members			
		Natural England		
5.	The Agreement	This Order is par	t of the Agreement and is subject to the terms and conditions referenced at	
			shall come into effect on the Start Date.	
			xt otherwise requires, capitalised expressions used in this Order have the same	
		meanings as in th	he terms and conditions.	
		The following do	cuments are incorporated into the Agreement. If there is any conflict, the	
			f 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	Goods Only: 🗆	
		Deliverables	Services Only:	
			Good and Services:	
		Goods	Departmention: as act out in Annandiy 2. Specification	
		Goods	Description: as set out in Appendix 2 – Specification	
		•		
		Services	Description: as set out in Appendix 2 – Specification	
7.	Start Date	9th September 2	024	
		· ·		
8.	Expiry Date			
		31 st March 2025		
9.	Charges	The Charges for the Goods and/or Services shall be as set out Appendix 3 – Charges. The		
		Charges are fixed for the duration of the Agreement.		
40	Pourmont	Dovmonte will be	made via purchase order in accordance with the following neument acts dute:	
10.	Payment	Fayments will be	made via purchase order in accordance with the following payment schedule:	

	Milestone	Dovmont	Date
	200 Survey points collected	Payment 1 st Payment	
	400 survey points collected	2 nd Payment	£9,925.54
	600 Survey points collected	3 rd Payment	£9,925.54
		4 th Payment	£9,925.54
	700 Survey points collected		£9,925.54
	Technical Report Delivered	Final Payment	£9,925.54
11. Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000		
12. Customer's	For general liaison your contact w	Il continue to be	
Authorised Representative(s)	Redacted under FOI	A Section 40 Pe	rsonal Information
13. Contractor's	For general liaison your contact wi	Il continue to be	
Authorised Representative	Redacted under FOIA Sec	tion 40 Personal Info	ormation
14. Optional	The Customer has chosen Option		property rights provisions for the
Intellectual Property Rights ("IPR") Clauses	Agreement as set out in the terms	and conditions.	
15. Progress Meetings and	The Contractor shall attend pr	ogress meetings with the C	ustomer every 2 weeks
Progress Reports	The Contractor shall provide t completion of the contract.		-
16. Address for notices	customer: Redacted under FO	Contracto IA Section 40 P	ersonal Information
17. Key Personnel of			act Details:
the Contractor	Nar Redacted under FOIA		nal Information

18. Procedures and Policies	For the purposes of the Agreement:
	The Customer's security / data security requirements are: as set out in Appendix 2 - Specification
	The Customer's additional sustainability requirements are: as set out in Appendix 2 - Specification
	The Customer's health and safety policy is: as set out in Appendix 2 - Specification
19. Special Terms	None.
20. Additional Insurance	None.
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

Requirement

Living England Field Surveys – BGZ 13

This specification covers habitat surveys to be undertaken in 2024 and 2025. This contract aims to collect a total of 700 data points aligned with the Living England segmentation across all habitats, using the Living England Esri Field Maps app.

Data will be collected across all habitat classes with a focus on prioritising target habitats. 700 data points will be collected in each biogeographic zone (BGZ): BGZ13 Cornwall, Devon and Isles of Scilly.

• Total number of data points to be collected in 2024/25 - 700

Survey points should be collected in relation to the detailed habitats listed in Table 1.

Table 1: Living England (UKBAP) Classification Framework

Table 1. Enting England (OKDAT) classification Hamewo		
Detailed Habitat	UKBAP Level	Broad Habitat
Acid, Calcareous, Neutral Grassland	Semi-natural	Grassland
	Grasslands	
Arable and Horticultural	Broad	Cropland
Bare Ground	EO Resolution	Bare Ground
Bare Sand	EO Resolution	Bare Ground
Bog	Broad	Wetland
Bracken	EO Resolution	Grassland
Broadleaved, Mixed and Yew Woodland	Broad	Woodland
Built-up Areas and Gardens	Broad	Urban
Coastal Saltmarsh	Priority	Coastal
Coastal Sand Dunes	Priority	Coastal
Coniferous Woodland	Broad	Woodland
Dwarf Shrub Heath	Broad	Heath
Fen, Marsh and Swamp	Broad	Wetland
Improved Grassland	Broad	Grassland
Scrub	EO Resolution	Woodland
Water	EO Resolution	Freshwater

The contractor should work alongside the Natural England Living England team to confirm areas to target the survey areas. This will involve areas across biogeographic zone 13 for England. The following habitat classes will be used to record the current habitat class at the time of the survey, with prioritisation given to the first 7 habitats:

- Bare Ground
- Bare Sand
- Bog
- Coastal Sand Dunes
- Dwarf Shrub Heath
- Fen, Marsh Swamp
- Scrub
- Acid, Calcareous and Neutral Grasslands
- Arable and Horticultural

- Bracken
- Broadleaved, Mixed and Yew Woodland
- Built-up Areas and Gardens
- Coastal Saltmarsh

After consultation with the NE Living England team on targeted habitats, the supplier is expected to produce a proposal of the sites they will survey. This will be subject to approval from the Living England Project Leaders.

The contractor will be responsible for ensuring all permissions for land access are in place using the Living England provided standard letter as a template, prior to undertaking the surveys. The contractor will need to get permission from the landowner/occupier to carry out standalone LE surveys, even if it is on publicly accessible land. The contractor does NOT need to get permissions to carry out standalone LE surveys on NE-owned NNRs.

Rural Payments Agency data for the survey sample has been acquired by Natural England and will be made available to the contractor at the start of the contract.

A data license will be required between the contractor and Natural England before this data can be released. Contractors will be expected to abide by the contract terms and conditions in relation to all data handling.

Natural England cannot guarantee the accuracy of owner details from Rural Payments Agency data. The data supplied may not include email addresses, phone numbers, or other contact details which the contactor will be expected to obtain during the process of negotiating access permissions.

The contractor is expected to Provide Natural England with a site-specific risk assessment, including requirements around coronavirus, before the survey - YOU MUST SEND THIS TO THE LIVING ENGLAND ENQUIRIES MAILBOX PRIOR TO THE SURVEYS Redacted under FOIA Section 40 Personal Information contract will provide assurance that:

- They will work within government guidance on working outdoors: <u>https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/construction-and-other-outdoor-work</u>
- Coronavirus specific risk assessments have been carried out by the contractor.
- Landowners/occupiers of sites concerned are aware of the survey and agree to surveyors being on each site involved surveys will not proceed without landowner/occupier agreement.
- Interaction with NE staff is not required unless assessed as essential to the survey work, and this
 is specifically covered by a risk assessment and wellbeing conversation for the involvement of
 NE staff (for National Nature Reserves (NNRs), this is set out in the NNR decision framework).
 Likely mobile reception should be considered when conducting risk assessments. Mobile service
 cannot be guaranteed; therefore, the contractor should consider alternative arrangements.

The contractor is expected to undertake field data collection on the agreed targeted sites using the Living England Field Maps app. This should follow the methodology set out in the Living England Specification for Training Data Collection document (LE Specification for Ground Data Collection – NCEA (external).pdf) document which will be provided.

Field surveyors should add data points within the segments corresponding to their location and complete the information required on the ESRI Field Maps app, including details of habitat cover and priority habitat species. Where possible, the surveyor should add as much detail as the app permits, including recording to the finest resolution of habitat class possible, provided they have suitable ecological knowledge to do so.

NE Version 1.0

All data collected will automatically be uploaded and tracked on the Living England dashboard, detailing where and when data points have been collected enabling continual assessment of the range of habitat data points.

The habitat surveys may require annual repeat surveys to collect additional training data points to keep the model up to date and make improvements. The field maps app may be updated in the future, with prior warning and training to be given if required.

Data and analysis from Living England Field Surveys may support the Change Detection Field Surveys and deliverables. Any relevant data or information is to be provided to the Change Detection Field Survey supplier at the request of the Authority.

The habitat surveys must be completed by the end of the contract completion date. Contractors must bid for the full contract.

The contractor is expected to project manage the selection of suitable survey sites, delivery of the access permissions, pre-survey risk assessments, and field surveys, ensuring project milestones and timescales are achieved.

The contractor should ensure regular communication with the Natural England Living England team to update on progress and any issues which may arise. The Living England team will be able to track data points collected through the Living England dashboard and will update on any changes to habitat types and/or areas with which to target where appropriate.

The contractor will provide a short, interim report about the habitat surveys (side of A4) noting any issues that were encountered during the surveys, e.g., alignment with segments, identifying areas of change and causes, use of the app for data collection and any advice to help smooth the process next time. Any reasons why data points could not be collected should also be included in the report.

Provide a report at the end of the project to capture how the objectives and deliverables have been met and any lessons learnt throughout the project and feedback to the team, to help inform future contract management running.

Natural England will provide contractors with the following data to support the delivery of this work:

- Rural Payments Agency data
- Living England Phase IV map from 2021 (<u>Living England Habitat Map (Phase 4)</u> | <u>Natural England</u> <u>Open Data Geoportal (arcgis.com)</u>
- <u>Living England Technical User Guide (Living England: Satellite-based habitat classification-</u> <u>Technical User Guide - NERR108 (naturalengland.org.uk)</u>
- Living England Esri Field Maps application
- Living England Dashboard for monitoring collected points
- Spreadsheet of priority habitats and BGZs to target
- LE Specification for Ground Data Collection NCEA (external).pdf
- Living England Habitat Classification Mobile Dashboard

Resource required	 Rural Payments Agency data Living England Phase IV map from 2021 (Living England
	<u>Habitat Map (Phase 4) Natural England Open Data</u> <u>Geoportal (arcgis.com)</u>

h	
	 Living England Technical User Guide (Living England: Satellite- based habitat classification- Technical User Guide - NERR108 (naturalengland.org.uk) Living England Esri Field Maps application Living England Dashboard for monitoring collected points Spreadsheet of priority habitats and BGZs to target LE Specification for Ground Data Collection – NCEA (external).pdf Living England Habitat Classification Mobile Dashboard
Skills required	 Reasonable habitat ID skills to undertake the proposed project equivalent to approximately FISC/BSBI level 3 or similar levels of experience.
Outputs	 The contractor will provide a short report about the habitat surveys (side of A4) noting any issues that were encountered during the survey e.g., alignment with segments, identifying specific homogenous habitats, use of the app for data collection and any advice to help smooth the process next time. Any reasons why data points could not be collected should also be included in the report. Ground truth field survey data points uploaded to the AGOL dashboard.
Why is this of benefit	
to Living England?	This analysis will provide training data for Living England in addition
do it	to a reliable dataset for validation purposes. The ground truth data will be split 80% for training the random forest model which requires accurate, up to date data, and 20% for validation. This will directly lead to improvements in the Living England habitat probability map and ensure it is up to date and of high quality.
Measurable outputs	 Access permission evidence for field surveys Site specific risk assessments Survey issues log Ground truth survey points

The Intellectual Property Rights resulting from the work shall belong to Natural England.

The cover of all reports or drawings will include a statement © Natural England and the date of creation.

When using existing data, the supplier should own, or be licensed to use, all Intellectual Property Rights that are necessary to provide the Services. You should seek advice from Natural England on responsibilities for obtaining a data licence for third party data. Note that Natural England requires to know the lineage of your output (i.e., all the datasets that went into the work) and be able to identify what the licence terms for each of the inputs is in order to be able to license the output for use.

The Supplier shall indemnify and keep indemnified Natural England against all actions, claims, demands, losses, damages, costs and expenses and other liabilities Natural England may suffer or incur arising

Descriptions of Tasks and Cost per product / or No of products / Hours / Total Cost per Task / or Products Cost per Hour / Day Days (i.e. rate) Redacted under FOIA Section 43 Commercial Information

Appendix 4: Processing Personal Data

Contract:	Living England Field Surveys BGZ13
Date:	
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	Natural England is Controller and the Supplier is Processor
Subject matter of the processing	 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: Landowner / tenant Name Landowner / tenant address Landowner / tenant Postcode Landowner / tenant email address Landowner / tenant telephone and mobile number Ownership of, or nature of authority as an interested part to, specific landholding(s). For the purposes of seeking permission from landowners for Natural England surveyors or Natural England Contractors to conduct England Ecosystem Survey data collection on their land.
Duration of the processing	From contract inceptions to contract expiry.
Nature and purposes of the processing	In order to conduct field surveys the following projects Living England project must obtain permission from landowners for surveyors to enter land holdings. Data is collected from the Land Registry and Rural Land Register by Natural England and provided to the contractor. The data will be stored on an MS excel database. The contractor may 'clean' the data set, for example, removing duplicates, and updating inaccurate / out of data contact details. The data will be used to contact landowners and interested parties asking for permission to access their land to carry out NCEA field surveys, asking them to update their contact details if necessary or provide alternative contacts if the correct individuals haven't been contacted, request phone numbers and/or email addresses to make future contact easier. Log all correspondence between Natural England and landowners. Regular downloads and transfers of data will be required as access permissions are obtained. The frequency will be agreed between the contractor and Natural England. All data will be returned to Natural England in a format compatible with Excel databased during the contract close phase.
Type of Personal Data	 Landowner / tenant Name Landowner / tenant address Landowner / tenant Postcode Landowner / tenant email address Landowner / tenant telephone and mobile number Ownership of, or nature of authority as an interested part to, specific landholding(s).

Categories of Data Subject	Landowners Tenants
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All landowner permission forms will be returned to Natural England via Quatrix. All permissions evidence must be recorded in the forms provided by Natural England. Once the data has been returned, the supplier will permanently destroy all copies of personal data relating to the contracting requirement.
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	All personal data must be stored in a controlled access secure location in the UK.