

CONTRACT FOR
Buglife
REF: SEB-INVERTS

DATED: 26/10/2022

THIS CONTRACT is dated

BETWEEN

- (1) **NATURAL ENGLAND** of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “**Authority**”); and
 - (2) Buglife - The Invertebrate Conservation Trust of Allia Future Business Centre, London Road, Peterborough PE2 8AN (the “**Supplier**”)
- (each a “**Party**” and together the “**Parties**”).

BACKGROUND

- a) The Authority requires the services set out in Schedule 1.
- b) The Authority has awarded this contract for the services to the Supplier and the Supplier agrees to provide the services in accordance with the terms of the contract.

AGREED TERMS

1 Definitions and Interpretation

- 1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘**Approval**’: the prior written consent of the Authority.

‘**Authority Website**’: www.gov.uk/government/organisations/natural-england

‘**Contract Term**’: the period from the Commencement Date to the Expiry Date.

‘**Contracting Authority**’: an organisation defined as a contracting authority in Regulation 3 of the Public Contract Regulations 2006.

‘**Default**’: a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

‘**Dispute Resolution Procedure**’: the dispute resolution procedure set out in Clause 20.

‘**Force Majeure**’: any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier’s supply chain.

‘**Fraud**’: any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

‘**Good Industry Practice**’: standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which

would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

‘Goods’: all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

‘Intellectual Property Rights’: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

‘IP Materials’: all Intellectual Property Rights which are:

- (a) furnished to or made available to the Supplier by or on behalf of the Authority; or
- (b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

‘Price’: the price for the Services set out in Schedule 2.

‘Replacement Supplier’: any third party supplier of services appointed by the Authority to replace the Supplier.

‘Staff’: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

‘Sub-contract’: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

‘Sub-contractor’: third parties which enter into a Sub-contract with the Supplier.

‘Valid Invoice’: an invoice containing the information set out in Clause 3.3.

‘VAT’: Value Added Tax.

‘Working Day’: Monday to Friday excluding any public holidays in England and Wales.

1.2 The interpretation and construction of the Contract is subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;

- (c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- (d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- (f) references to the Services include references to the Goods;
- (g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- (h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2 Contract and Contract Term

- 2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the “**Services**”) in accordance with the terms and conditions of the Contract.
- 2.2 The Contract is effective on 26/10/2022 (the “**Commencement Date**”) and ends on 31/3/2023 (the “**Expiry Date**”) unless terminated early or extended in accordance with the Contract.

3 Price and Payment

- 3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.
- 3.2 The Authority shall:
 - (a) provide the Supplier with a purchase order number (“**PO Number**”); and
 - (b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

- 1.1 3.3 A Valid Invoice shall:

1.2

- 1.3 contain the correct PO Number;

1.4

- 1.5 express the sum invoiced in sterling; and

March 2015

1.6 include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

1.7

(a) 3.4 The Supplier shall submit invoices [[each month] OR [insert other interval]] to the Authority at the following addresses: ssd.apne@defra.gov.uk or

1.8

1.9 SSCL Finance, Room 211, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX.

1.10

1.11 3.5 The Supplier acknowledges that:

1.12

1.13 if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;

1.14

1.15 invoices which do not include the information set out in Clause 3.3 will be rejected.

1.16 3.6 Any late payment by the Authority of an undisputed Valid Invoice will be subject to interest at the rate of 3% above the base rate from time to time of Barclays Bank plc.

1.17

1.18 3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

1.19

1.20 3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

~~4 Extension of the Contract~~

4.1 ~~The Authority may, by written notice to the Supplier, extend the Contract for a further period up to [insert number of months or period].~~

5 Warranties and Representations

5.1 The Supplier warrants and represents for the Contract Term that:

- (a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- (b) the Contract is executed by a duly authorised representative of the Supplier;
- (c) in entering the Contract it has not committed any Fraud;
- (d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- (g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- (h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- (i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

- (a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
- (b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and
- (c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6 Service Standards

- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
- (a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred; or
 - (b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.
- 6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.
- 6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- 6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.
- 6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

7 Termination

- 7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.
- 7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:
- (a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;

- (b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the Insolvency Act 1986, or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;
- (c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
- (d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
- (e) subject to Clause 7.3, the Supplier commits a Default;
- (f) there is a change of control of the Supplier; or
- (g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8 Consequences of Expiry or Termination

8.1 If the Authority terminates the Contract under Clause 7.2:

- (a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
- (b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

8.2 On expiry or termination of the Contract the Supplier shall:

- (a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
- (b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

8.3 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9 Liability, Indemnity and Insurance

9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence;
- (b) Fraud or fraudulent misrepresentation; or
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.

9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

9.4 Subject to Clause 9.1:

- (a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
- (b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 10x the value of the Contract whichever is the lower amount.

9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations

under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.

- 9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10 Confidentiality and Data Protection

- 10.1 Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.
- 10.2 Clause 10.1 shall not apply to any disclosure of information:
 - (a) required by any applicable law;
 - (b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
 - (c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
 - (d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.
- 10.3 The Supplier shall, and shall procure that Staff shall, comply with any notification requirements under the Data Protection Act 1998 ("**DPA**") and shall observe its obligations under the DPA which arise in connection with the Contract.
- 10.4 Notwithstanding the general obligations in Clause 10.3, where the Supplier is processing Personal Data as a Data Processor (as those terms are defined in the DPA) for the Authority, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to prevent unauthorised or unlawful processing of the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 of the DPA.
- 10.5 The Supplier shall:

- a) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to Clause 10.4;
- b) not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the DPA; and
- c) provide the Authority with such information as it may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA.

11 Freedom of Information

- 11.1 The Supplier acknowledges that the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the “**Information Acts**”) and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 11.2 If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

12 Intellectual Property Rights

- 12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.
- 12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority’s acts or omissions.

13 Prevention of Corruption and Fraud

- 13.1 The Supplier shall act within the provisions of the Bribery Act 2010.
- 13.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.
- 13.3 The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14 Discrimination

- 14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.
- 14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15 Environmental and Ethical Policies

- 15.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

16 Health and Safety

- 16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.
- 16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.
- 16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.
- 16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1976, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.
- 16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) shall be made available to the Authority on request.

17 Monitoring and Audit

- 17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.
- 17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.
- 17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18 Transfer and Sub-Contracting

- 18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.
- 18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:
- (a) remain responsible to the Authority for the performance of its obligations under the Contract;
 - (b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
 - (c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;

(d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.

18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

(a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

(b) any private sector body which performs substantially any of the functions of the Authority.

18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

19 Variation

19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "**Variation**").

19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.

19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

(a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or

(b) refer the request to be dealt with under the Dispute Resolution Procedure.

20 Dispute Resolution

20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.

20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.

20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

20.5 A neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within

10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

- 20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21 Supplier's Status

- 21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.
- 21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22 Notices

- 22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

23 Entire Agreement

- 23.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

24 Third Party Rights

- 24.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

25 Waiver

- 25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
- 25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26 Publicity

- 26.1 The Supplier shall not without Approval:
- (a) make any press announcements or publicise the Contract or its contents in any way; or
 - (b) use the Authority's name or logo in any promotion or marketing or announcement.
- 26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

27 Force Majeure

- 27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.
- 27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28 Governing Law and Jurisdiction

- 28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

SCHEDULE 1**SPECIFICATION OF SERVICES**

The worksheet for each of the 708 species identified in Annex 1

REDACTED Under FOIA Section 43, Commercial Information

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Use of Confidential Information by the Authority

The Authority may disclose the Confidential Information of the Supplier:

March 2015

- (a) on a confidential basis to any central Government body for any proper purpose of the Authority or of the relevant central Government body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Authority for any purpose relating to or connected with this Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement; or
- (f) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement

SCHEDULE 2**PRICES**

Description *	Contract Completion Date *	Net Cost * (cost excluding VAT)	Vat Rate *	Gross Cost * (cost including VAT)
---------------	----------------------------	------------------------------------	------------	--------------------------------------

REDACTED Under FOIA Section: 43, Commercial Information

Total		£15,149.05		£15,149.05
-------	--	------------	--	------------

(a) The Contract has been entered into on the date stated at the beginning of it.

SIGNED for and on behalf of the
AUTHORITY

SIGNATURE.....
[REDACTED Under FOIA Section 40, Personal Information]

NAME ..
[REDACTED Under FOIA Section: 40, Personal Information]

Position .Project Manager.....

SIGNED for and on behalf of the
SUPPLIER

SIGNATURE
[REDACTED Under FOIA Section 40, Personal Information]

NAME
[REDACTED Under FOIA Section 40, Personal Information]

Position Programmes Manager

March 2015

Annex 1: List of species

Victorella pavid
Acanthocinus aedilis
Acartauchenius scurrilis
Amphianthus dohrnii
Edwardsia ivelli
Edwardsia timida
Eunicella verrucosa
Funiculina quadrangularis
Haliclystus auricula
Leptopsammia pruvoti
Lucernariopsis campanulata
Lucernariopsis cruxmelitensis
Nematostella vectensis
Pachycordyle navis
Acritus homoeopathicus Wollaston
Acupalpus brunnipes
Acupalpus elegans
Acupalpus flavicollis
Acupalpus maculatus
Adicella filicornis
Aegialia rufa
Aeshna caerulea
Aeshna isosceles
Agabus brunneus
Agelastica alni
Agonum scitulum
Agonum versutum
Agroeca cuprea
Agroeca lusatica
Agrypneta crassicornis
Alopecosa fabrilis
Altella lucida
Amara famelica
Amara fusca
Amara infima
Amara nitida
Amara spreta
Amara strenua
Achalcus nigropunctatus
Acropsilus niger
Amiota variegata
Ampedus rufipennis
Amphimallon fallenii
Agrypnia picta Kolenati
Anabolia brevipennis
Anastrangalia sanguinolenta
Andrena ferox
Andrena tarsata
Anergates atratulus

March 2015

Anisodactylus nemorivagus
Anisodactylus poeciloides
Anisus vorticulus
Anoplodera sexguttata
Anostirus castaneus
Anthicus angustatus
Anthicus bimaculatus
Anthicus tristis
Anthrenus museorum
Anthrenus pimpinellae
Adenomeris gibbosa
Anthogona britannica
Anthophora retusa
Aphanisticus emarginatus
Aphodius arenarius
Aphodius brevis
Aphodius lividus
Aphodius nemoralis
Aphodius paykulli
Aphodius porcus
Aphodius quadrimaculatus
Aphodius sordidus
Aphodius subterraneus
Apostenus fuscus
Apteropeda splendida
Aphthona pallida
Araniella alpica
Arctosa fulvolineata
Aepophilus bonnairei
Arenocoris waltlii
Argyra grata
Asilus crabroniformis
Asindulum nigrum
Asyndetus latifrons
Atylotus plebeius
Aulonia albimana
Austropotamobius pallipes
Axinotarsus pulicarius
Badister meridionalis
Baetis digitatus
Bagous nodulosus
Baryphyma duffeyi
Baryphyma gowerense
Baryphyma maritimum
Bembidion coeruleum
Bembidion fluviatile
Bembidion humerale
Bembidion nigricorne
Bembidion nigropiceum
Bembidion quadripustulatum
Bembidion testaceum

Bidessus unistriatus
Bombus humilis
Bombus muscorum
Bombus ruderarius
Bombus ruderatus
Bombus subterraneus
Bombus sylvarum
Bombylius minor
Brachinus sclopeta
Bracteon argenteolum
Bradycellus distinctus
Brindalus porcicollis
Bromius obscurus
Bruchidius olivaceus
Bryophacis crassicornis
Bryophacis maklini
Bryoporus cernuus
Byctiscus populi
Caenocara affinis
Caenocara bovistae
Callicera spinolae
Callilepis nocturna
Callistus lunatus
Calosoma inquisitor
Campsicnemus magius
Colosoma sycophanta
Carabus intricatus
Carabus monilis
Carorita limnaea
Cassida denticollis
Caviphantes saxetorum
Centromerus albidus
Centromerus brevivulvatus
Centromerus capucinus
Centromerus cavernarum
Centromerus levitarsis
Centromerus minutissimus
Centromerus persimilis
Centromerus semiater
Centromerus serratus
Cerceris quadricincta
Cerceris quinquefasciata
Cassida sanguinosa
Chaetocnema aerea
Chaetocnema sahlbergii
Cheiracanthium pennyi
Chiloxanthus pilosus
Chlaenius nitidulus
Chlaenius tristis
Chlorita viridula
Campsicnemus umbripennis

Choerades gilvus
Chordeuma sylvestre
Chorthippus vagans
Gammarus insensibilis
Chrysis fulgida
Palinurus elephas
Chrysolina graminis
Chrysolina marginata
Chrysomela tremula
Chrysopilus laetus
Chrysotoxum octomaculatum
Chrysotus collini
Chrysotus melampodius
Chrysotus monochaetus
Cicadetta montana
Cicindela hybrida
Cicindela maritima
Cicindela sylvatica
Clanoptilus marginellus
Chrysotus verralli
Clorismia rustica
Clubiona caerulescens
Clubiona frisia
Clubiona genevensis
Clubiona juvenis
Clubiona pseudoneglecta
Clubiona rosserae
Coenagrion mercuriale
Coenagrion pulchellum
Colletes floralis
Colletes halophilus
Copris lunaris
Cryptocephalus biguttatus
Cryptocephalus coryli
Cryptocephalus decemmaculatus
Cryptocephalus exiguus
Cryptocephalus frontalis
Cryptocephalus nitidulus
Cryptocephalus primarius
Cryptocephalus punctiger
Cryptocephalus querceti
Cryptocephalus sexpunctatus
Cryptostemma waltli
Curimopsis nigrita
Cylindera germanica
Cymindis axillaris
Cymindis macularis
Cyrnus insolutus
Cyrturella albasetosa
Dasytes virens
Decticus verrucivorus

March 2015

Dermestes undulatus
Diachromus germanus
Diastictus vulneratus
Dibolia cynoglossi
Dictyna pusilla
Diplocephalus connatus
Diplocephalus protuberans
Dipoena erythropus
Dipoena inornata
Dipoena melanogaster
Dipoena prona
Dismodicus elevatus
Diaphorus winthemi
Dolichophorus kerteszi
Dolichopus agilis
Dolichopus argyrotarsis
Dolichopus excisus
Dolichopus laticola
Dolichopus latipennis
Dolichopus lineatocornis
Dolichopus mediicornis
Dolichopus migrans
Dolichopus nigripes
Dolichopus plumitarsis
Dolomedes plantarius
Donacia aquatica
Donacia bicolora
Donacia dentata
Donacia sparganii
Doratura impudica
Doros profuges
Dorycera graminum
Dorylomorpha clavifemora
Drypta dentata
Dyschirius angustatus
Dyschirius extensus
Dyschirius obscurus
Elaphropus walkerianus
Elaphrus lapponicus
Empis limata
Enoplognatha oelandica
Enoplognatha tecta
Baetis fuscatus
Caenis macrura
Caenis pseudorivulorum
Caenis pusilla
Electrogena affinis
Ephemera lineata
Epierus comptus Erichson
Atrina fragilis
Mitella pollicipes

Ostrea edulis
Tenellia adspersa
Eresus sandaliatus
Erigone psychrophila
Erigone welchi
Eristalis cryptarum
Erotesis baltica
Erotides cosnardi
Eucera longicornis
Euheptaulacus sus
Euophrys herbigrada
Eurydema dominulus
Eurynebria complanata
Eurysa douglasi
Euscelis venosus
Exapion genistae
Eysarcoris aeneus
Formica exsecta
Formica pratensis
Formica rufibarbis
Formicoxenus nitidulus
Galeruca laticollis
Geotomus punctulatus
Gastrallus knizeki
Geotrupes mutator
Globicornis rufitarsis
Glossosoma intermedium
Glyphesis cottonae
Glyphesis servulus
Gnaphosa lugubris
Gnaphosa nigerrima
Gnaphosa occidentalis
Gnophomyia elsneri
Gnorimus nobilis
Gnorimus variabilis
Gomphus vulgatissimus
Gonatium paradoxum
Gongyliidiellum murcidum
Grammotaulius nitidus
Graphoderus zonatus
Gryllus campestris
Gryllus gryllotalpa
Gyraulus acronicus
Haeterius ferrugineus
Hagenella clathrata
Hahnia candida
Halacritus punctum
Hahnia microphthalma
Haplodrassus dalmatensis
Haplodrassus umbratilis
Arenophilus peregrinus

Geophilus pusillifrater
Haplophilus souletinus
Hydroschendyla submarina
Lithobius lapidicola
Lithobius tenebrosus
Nothogeophilus turki
Pachymerium ferrugineum
Schendyla peyerimhoffi
Harpactea rubicunda
Harpalus cupreus
Harpalus dimidiatus
Harpalus froelichii
Harpalus honestus
Harpalus melancholicus
Harpalus pumilus
Harpalus servus
Heleobia stagnorum
Heliophanus auratus
Helophorus laticollis
Heptaulacus testudinarius
Hilaira nubigena
Hister bissexstriatus
Hister quadrimaculatus
Homonotus sanguinolentus
Hercostomus praeceps
Hercostomus verbekei
Hybomitra lurida
Hybomitra micans
Hybomitra solstitialis
Armandia cirrhosa
Hololepta plana (Sulzer)
Hydrochus nitidicollis
Hydrometra gracilentata
Hydrophorus albiceps
Hydroporus necopinatus subsp. *Roni*
Hydroporus rufifrons
Hydropsyche bulgaromanorum
Hydropsyche exocellata
Hydroptila cornuta
Hydroptila lotensis
Hydrothassa hannoveriana
Hygrolycosa rubrofasciata
Hypebaeus flavipes
Hypocaccus crassipes (Erichson)
Hypocaccus metallicus (Herbst)
Hypocaccus rugifrons (Paykull)
Hypulus quercinus
Idiocera sexguttata
Hydroptila martini Marshall
Hydroptila occulta
Hydroptila pulchricornis Pictet

Hydroptila simulans Mosely
Hydroptila sylvestris Morton
Hydroptila tigurina Ris
Hydroptila valesiaca Schmid
Ironoquia dubia
Ischnosoma longicorne (Mäklin)
Ischnura pumilio
Judolia sexmaculata
Hypsosinga heri
Karita paludosa
Labidostomis tridentata
Laccophilus poecilus
Lacon querceus
Lasioglossum angusticeps
Lathys nielsenii
Lathys stigmatisata
Lamia textor
Lebia cruxminor
Lebia cyanocephala
Leistus montanus
Ithytrichia clavata Morton
Leptocerus interruptus
Lestes dryas
Leucorrhinia dubia
Libellula fulva
Limnephilus pati
Limnephilus tauricus
Limoniscus violaceus
Lionychus quadrillum
Lamprochromus strobli
Lipara similis
Lipsothrix errans
Lipsothrix nervosa
Lipsothrix nigristigma
Longitarsus absynthii
Longitarsus aeruginosus
Longitarsus ferrugineus
Longitarsus longiseta
Longitarsus minusculus
Longitarsus nigerrimus
Longitarsus nigrofasciatus
Lophopus crystallinus
Longitarsus oblitteratoides
Longitarsus symphyti
Lucanus cervus
Lyctus linearis
Machimus arthriticus
Macroplea mutica
Macrosteles cyane
Malachius aeneus
Malthodes crassicornis

Margarinotus obscurus
Margaritifera margaritifera
Maro lepidus
Maro sublestus
Marpissa radiata
Mastigusa macrophthalma
Mecopisthes peusi
Megapenthes lugens
Meioneta fuscipalpa
Meioneta mollis
Melanapion minimum
Melandrya barbata
Melanophila acuminata
Melanotus punctolineatus
Meloe brevicollis
Meloe mediterraneus
Meloe proscarabaeus
Meloe rugosus
Meloe violaceus
Meotica anglica
Mercuria similis
Mesophylax impunctatus zetland-
icus
Metaiulus pratensis
Micaria albovittata
Micaria silesiaca
Micracanthia marginalis
Micronecta griseola
Microvelia buenoi
Midia midas
Minicia marginella
Mirosternomorpha heali
Mioxena blanda
Monocephalus castaneipes
Mordella holomelaena
Mordella leucaspis
Mordellistena brevicauda
Mordellistena nanuloides
Medetera bispinosa
Medetera borealis
Medetera excellens
Medetera insignis
Medetera melancholica
Medetera nitida
Medetera parenti
Medetera unisetosa
Muscidideicus praetextatus
Mordellistena pygmaeola
Mordellistena secreta
Mycetophagus populi
Myolepta potens

Mycetoporus baudueri
Mycetoporus bimaculatus
Mycetoporus erichsonanus
Mycetoporus reichei
Nebria livida
Nebria nivalis
Nemozoma elongatum
Neoempheria lineola
Neoitamus cothurnatus
Neomochtherus pallipes
Neon pictus
Neon valentulus
Nerienne radiata
Neurigona abdominalis
Nicrophorus vestigator
Nigrobaetis niger
Niphargus glenniei
Nomada armata
Nomada errans
Nothophantes horridus
Notioscopus sarcinatus
Oberea oculata
Ochrosis ventralis
Ochthebius poweri
Odontomyia angulata
Odontomyia hydroleon
Odontoscelis fuliginosa
Odynerus melanocephalus
Odynerus simillimus
Ogcodes gibbosus
Omophlus pubescens
Omphiscola glabra
Metatrachoniscoides leydigii
Oniscus asellus occidentalis
Onthophagus fracticornis
Onthophagus nuchicornis
Ophonus cordatus
Ophonus laticollis
Ophonus melletii
Ophonus parallelus
Ophonus puncticollis
Ophonus sabulicola
Ophonus stictus
Ophonus subsinuatus
Orchestes testaceus
Orchestina sp.
Ortochile nigrocoerulea
Osmia parietina
Osmia xanthomelana
Oulema erichsoni
Oxycera analis

Oxycera fallenii
Oxycera leonina
Oxyopes heterophthalmus
Ozyptila blackwalli
Ozyptila nigrita
Ozyptila pullata
Panagaeus cruxmajor
Pandivirilia melaleuca
Pardosa paludicola
Pardosa trailli
Paromalus parallelepipedus
Pedostrangalia revestita
Pelecopsis radicola
Pellenes tripunctatus
Pentaphyllus testaceus
Phaeocedus braccatus
Phaonia jaroschewskii
Philodromus emarginatus
Philodromus fallax
Philodromus margaritatus
Philorhizus quadrisignatus
Philorhizus sigma
Philorhizus vectensis
Phlegra fasciata
Phyllotreta striolata
Physatocheila smreczynskii
Pilemostoma fastuosa
Pisidium tenuilineatum
Pistius truncatus
Platycis cosnardi
Poecilobothrus ducalis
Platysoma elongatum
Poecilus kugelanni
Pogonus luridipennis
Polistichus connexus
Polyzonium germanicum
Potamanthus luteus
Porrhomma cambridgei
Praestigia duffeyi
Propolydesmus testaceus
Prostoma jenningsi
Psammodius asper
Pseudanodonta complanata
Pseudepipona herrichii
Pseudeuophrys obsoleta
Pseudomogoplistes vicentae
Psylliodes attenuata
Psylliodes hyoscyami
Psylliodes luridipennis
Psylliodes sophiae
Pterostichus aterrimus

Ptinus lichenum
Ptinus pilosus
Ptinus palliatus
Quickella arenaria
Capnia atra
Capnia vidua anglica
Nemoura lacustris
Protonemura montana
Rhabdiopteryx acuminata
Rhabdomastix japonica
Rhagio annulatus
Rhagio strigosus
Rhaphium fascipes
Rhaphium gravipes
Rhaphium lanceolatum
Rhaphium patulum
Ribautodelphax imitans
Pseudomaro aenigmaticus
Robertus insignis
Saaristoa firma
Saldula melanoscela
Saldula setulosa
Rhaphium pectinatum
Rhaphium suave
Salticella fasciata
Rabocerus foveolatus
Saperda carcharius
Saprinus immundus
Saprinus virescens
Sargus cuprarius
Scenopinus niger
Sciapus basilicus
Sciapus heteropygus
Scotina palliardii
Scryptia fuscula
Scybalicus oblongiusculus
Segmentina nitida
Semljicola caliginosus
Sericoda quadripunctata
Orthotrichia angustella
Orthotrichia tragetti
Oxyethira distinctella
Oxyethira sagittifera
Oxyethira tristella
Potamophylax rotundipennis
Psychomyia fragilis
Setodes argentipunctellus
Setodes punctatus
Silometopus incurvatus
Silpha carinata
Silpha obscura

March 2015

Silpha tyrolensis
Siphonurus alternatus
Siphonurus armatus
Sitaris muralis
Sitticus caricis
Sitticus distinguendus
Sitticus floricola
Smaragdina affinis
Somatochlora metallica
Sphaerium solidum
Stenophiloscia glarearum
Smaragdina salicina
Stenus longitarsis
Stethophyma grossum
Sciapus maritimus
Sciapus zonatulus
Stratiomys chamaeleon
Stroemiellus stroemi
Sphaeriestes ater
Sphaeriestes reyi
Synaptus filiformis
Syntormon monile
Syntormon pseudospicatum
Systemus tener
Tabanus bovinus
Tabanus glaucopis
Tabanus miki
Tachinus bipustulatus
Tachinus elongatus
Tachinus rufipennis
Tachyporus quadriscolatus
Tachys micros
Tachys obtusiusculus
Tachytrechus ripicola
Talavera petrensis
Talavera thorelli
Tapinocyba mitis
Tapinoma erraticum
Tapinocyboides pygmaeus
Tegenaria picta
Teloleuca pellucens
Temnothorax interruptus
Thanatophilus dispar
Thanatus formicinus
Thereva cinifera
Thereva fulva
Thereva strigata
Thrypticus atomus
Thrypticus cuneatus
Thrypticus intercedens
Thyridanthrax fenestratus

Synagapetus dubitans
Triaenodes ochreellus
Tinodes pallidulus
Trachys minuta
Trachysphaera lobata
Trachyzelotes fuscipes
Trichoncus hackmani
Trichoncus saxicola
Trichopterna cito
Trinodes hirtus
Triops cancriformis
Trochosa robusta
Trox sabulosus
Truncatellina cylindrica
Tuberta maerens
Typhochrestus simoni
Uloborus walckenaerius
Valvata macrostoma
Vanonus brevicornis
Vertigo angustior
Vertigo genesii
Vertigo geyeri
Vertigo moulinsiana
Villa venusta
Walckenaeria corniculans
Walckenaeria mitrata
Walckenaeria monoceros
Walckenaeria stylifrons
Wiehlea calcarifera
Xyletinus ater
Xyletinus longitarsis
Xanthochlorus silaceus
Xylomya maculata
Xysticus luctator
Xysticus luctuosus
Xysticus robustus
Xysticus sabulosus
Wormaldia mediana
Ylodes reuteri
Ylodes simulans
Zabrachia tenella
Zelotes longipes
Zeugophora flavicollis
Zodarion fuscum
Zodarion vicinum
Zora armillata
Zora nemoralis
Zora silvestris