

CONTRACT FOR
Arts as evidence: Exploring the potential role of
arts-based research and practice in developing NE's
evidence base and approach

REF: AAE

DATED: 17/08/2023

THIS CONTRACT is dated 17/08/2023

BETWEEN

- (1) **NATURAL ENGLAND** of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “**Authority**”); and

LONDON DEVELOPMENT TRUST registered in England and Wales under number 11736891 whose registered office is Redmond Community Centre, Kayani Avenue, London N4 2HF (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 4 September 2023 (the “**Commencement Date**”) and ends on 31 March 2024 (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.
- 3.3 A Valid Invoice shall:
 - (a) contain the correct PO Number;
 - (b) express the sum invoiced in sterling; and
 - (c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.
- 3.4 The Supplier shall submit invoices when each milestone is completed to the Authority at the following addresses:

- (a) APinvoices-NEG-U@gov.sscl.com or
- (b) SSCL Finance, Room 211, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX.

3.5 The Supplier acknowledges that:

- (a) 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;
- (b) invoices which do not include the information set out in Clause 3.3 will be rejected.

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.

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

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 two months.

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

Specification of Requirements

Background to Natural England

Natural England (NE) is the government's advisor on the natural environment. We provide practical advice, grounded in science, on how best to safeguard England's natural wealth for the benefit of everyone. Our remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England's rich natural environment can adapt and survive intact for future generations to enjoy. Further information about the Authority can be found at: <https://www.gov.uk/government/organisations/natural-england>.

One of Natural England's five priority Key Performance Indicators is to be evidence-led. There is also increasing emphasis on the potential benefits of interdisciplinary research. This requirement is to explore what arts-based research and practice might contribute to the building of Natural England's evidence base to support nature recovery. Currently Natural England's evidence-gathering and analysis draws on natural science, and to a lesser extent, social science. Research approaches and findings from arts-based research and practice are largely absent.

Background to the specific work area relevant to this purchase

The social science team in the Chief Scientist's Directorate is seeking a supplier to:

- (a) develop at least 6 informative case studies of how arts-based research and practice have been supported and used by other organisations and partnerships to shape the research process and/or evidence generated, particularly in the field of conservation and science (Stage 1);
- (b) classify different arts-based approaches into categories and map them against relevant programmatic work undertaken within Natural England; then use this classification to produce stimuli for the focus groups (Stage 2);
- (c) conduct 4 focus groups (each of 2 hours with 6-8 participants per focus group) with Chief Scientist's Directorate staff to explore their perspectives on the potential of integrating arts-based approaches into Natural England's evidence base and approach.

The contract will start by the beginning of September 2023 and will be completed by the end of March 2024.

Requirement

Arts-based approaches are now a common, sometimes required, element for evidence generating research proposals. Several major research programmes funded by the UKRI over the past few years have incorporated arts-based approaches to explore issues related to landscape and nature recovery research and decision making ([About - UK Treescapes](#),

[WetlandLIFE - Research activities, About - Aalert \(reading.ac.uk\)](#)). This research has shown how artistic and creative practices can offer methods and outputs that generate valid evidence which complement and broaden scientific and environmental evidence and understanding (IPBES, 2022; Edwards et al., 2016; Galafassi et al., 2018).

Its relevance is also increasingly being recognised for policy innovation. For example, Policy Lab in the Cabinet Office, has an eight-year history of testing approaches such as participatory art and design in open policy making. They launched Manifest this year, [our new initiative to evaluate the role of art in policy - Policy Lab \(blog.gov.uk\)](#).

Natural England is already embracing creative practices in several ways through its partnerships with other organisations and in its public engagement and communication work. However, the evidence base that NE currently builds upon draws mainly on natural and to a lesser extent social science and economic perspectives. There is less appreciation of the significant contribution arts-based approaches can bring to broadening ways of understanding ecological and human-nature relationships and it has been largely absent from NE's evidence base.

This project will explore the potential for arts-based research and practice to enhance NE's evidence base and approach for nature recovery and how this might be accomplished. The research will provide a cutting-edge assessment of the potential for arts-based approaches to broaden and deepen NE's evidence base and development in light of experience elsewhere. It will also map the opportunities and barriers to realising this potential within NE, and what support might be required to make the most of any such collaborations.

The aim of the research is to broaden thinking on being evidence-led (a key element of NE's current plan) and what fostering interdisciplinarity might entail, exposing staff to new ways of thinking and doing which could contribute to better understanding of how nature recovery can be supported effectively. The findings will support decision-making on how, where and when to go about bringing in innovative arts-based evidence practices, highlighting what the benefits – and any potential pitfalls -- might be. Specifically, the learning from this project will inform whether to trial the involvement of creatives in evidence processes within NE's Chief Science Directorate and how to maximise the chance of success of such collaborations.

The proposed research will have three stages:

Stage 1: Development of case studies with particular focus on conservation and science where arts-based approaches contributed to shaping the research process and/or evidence generated. This will be achieved by reviewing published resources, and where needed, via online interviews with key actors (academics and creatives). This exploration aims to answer the following (indicative) questions: What role have creatives played within the research/evidence process? What benefits, if any, have been perceived from including the arts and creatives in such processes? What challenges have been faced (by creatives, other researchers, or the project) in incorporating the arts into such processes? What kind of evidence has been produced and how has it been incorporated into existing evidence bases? How are judgements made in terms of quality assurance in terms of arts-based approaches? What mechanisms have been identified for supporting creatives in engaging productively in research and evidence processes?

Stage 2: Classification of different arts-based approaches into categories relevant to the types of evidence and related programmatic work undertaken within Natural England (e.g., monitoring of site condition, data mapping, evaluation, landscape character assessments, natural capital assessments, health & well-being measurements, social science, agri-environment research, etc). This process will identify areas where bringing creatives might add to NE's research and evidence base. Insights will guide the creation of stimuli materials to be used during the focus groups discussions in Stage 3.

Stage 3: Exploring perspectives of a range of Chief Scientist Directorate (CSD) staff on the potential for integrating arts-based approaches into NE's evidence. This will be done through four online focus groups, one for each of NE's three CSD sub-directorates (Science, Analysis and Evidence) and one which focuses more specifically on either interdisciplinarity and/or current larger research programmes. The discussions will be guided, but not limited, by the following questions: What sorts of methods and techniques identified are most useful, and for what and whom within CSD? What are the opportunities and barriers to engaging with arts-based research within CSD and how might any obstacles identified be overcome? How should arts-based approaches engage with other forms of evidence used within NE? How would success be defined in terms of a successful evidence-focused collaboration with creatives? Are there contexts in which arts-based approaches are less appropriate?

The focus groups will be followed by a webinar and workshop with CSD staff, where findings and analysis from all 3 stages will be presented and tested.

Expected outputs (deliverables)

- At least 6 written case studies of previous collaborative research -- each should clearly outline how creatives were involved and the contribution of their work to the evidence base and/or research approach -- and, where feasible, an assessment of the impact of their involvement. The case studies should also address how the creatives were supported to participate and any lessons that can be drawn for facilitating their involvement. The case studies should be of sufficient depth to draw out these points (c. 10 pages per case study to include references and graphics/figures)
- An easily-understood table/graphic that represents the classification of arts-based approaches in relation to NE evidence needs
- Stimuli materials and topic guide(s) for the focus groups
- Initial summary of main findings from the focus groups that identifies synergies and differences between different parts of CSD in terms of potential opportunities and challenges (can be bullet points)
- A webinar-workshop for CSD on initial findings and suggestions
- An internal report that synthesises the findings of the three stages that outlines (a) the potential of arts-based approaches to contribute to NE's research and evidence; (b) the opportunities and challenges that exist to realise this potential, and (c) what support would be required to facilitate potential involvement of creatives in CSD's evidence processes; the report should also explain and justify the methodologies used, as well as identify any limitations (c. 20-25 pages, plus any appendices)

- A slide pack outlining key findings and suggestions in a visual and easy to communicate format.
- Anonymised data sets (for example, transcripts) for qualitative research in appropriate formats to be agreed with Natural England, advised by the advisory group.

Given the internal focus of the research, it is not expected that the research will lead to any publications.

References:

Edwards, D.M., Collins, T.M. and Goto, R., 2016. An arts-led dialogue to elicit shared, plural and cultural values of ecosystems. *Ecosystem Services*, 21, pp.319-328. Available at: [An arts-led dialogue to elicit shared, plural and cultural values of ecosystems - ScienceDirect](#)

Galafassi, D., Kagan, S., Milkoreit, M., Heras, M., Bilodeau, C., Bourke, S.J., Merrie, A., Guerrero, L., Pétursdóttir, G. and Tàbara, J.D., 2018. 'Raising the temperature': the arts on a warming planet. *Current Opinion in Environmental Sustainability*, 31, pp.71-79. Available at: ['Raising the temperature': the arts on a warming planet - ScienceDirect](#)<https://www.sciencedirect.com/science/article/abs/pii/S1877343517300714?via=ihub>

IPBES, 2022. [Methodological assessment of the diverse values and valuation of nature of the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services | Zenodo](#). Balvanera, P., Pascual, U., Christie, M., Baptiste, B., and González-Jiménez, D. (eds.). IPBES secretariat, Bonn, Germany

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 Year Environment Plan and 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

The project will be overseen by an NE project management team within NE with input from an Advisory Group made up of both Natural England stakeholders and ideally external experts in the area. The contractor will meet the project lead, plus others from the project management group if available, every two weeks to discuss progress and any issues faced. The contractor will provide a brief written summary of main points and what was agreed.

The contractors will also attend up to 4 Advisory Group meetings of c. 1.5 hours duration during the course of the project to get advice and feedback on their plans and draft outputs. The NE Project Officer will organise these and will provide a summary of main points and actions after each meeting. The project team will also be on hand to advise and agree the content of research materials at key points (interview guides, consent forms etc.).

Task/activity and key outputs	Timing
Inception meeting	Early Sep
Stage 1: Case study development	Sep-Oct
Advisory group meeting 1	End Sep
Milestone A: Case study drafts	End Oct
Stage 2: Classification & arts-based approaches to NE needs	Oct-Nov
Draft classification table	Mid-Nov
Advisory group meeting 2	Mid-Nov
Drafting stimuli for focus groups	Nov
Milestone B: Agreed classification table & finalised case studies	End Nov
Stage 3: Focus groups	Dec
Milestone C: Drafting of focus group summary synthesis	Mid-Jan
Advisory group meeting 3	2nd half Jan
Milestone D: CSD webinar-workshop & finalising summary	End Jan
Further analysis & drafting report	Feb-Mar
Milestone E: Draft report	End Feb
Advisory group meeting 4	Early Mar
Milestone F: Final report & completed slide deck	End Mar

The contractors will be expected to provide a detailed work plan once the contract is awarded, guided by the above timeline. Please note that there is a requirement for at least one round of feedback and comments on drafts of the case studies, the classification table (or agreed other output for Stage 2), the summary synthesis of focus group findings, the slide pack and the final report. A final version of the report and the slide pack should be submitted by the 31st March 2022. Though there will be some flexibility to adapt to emerging context within this overall timeframe, any delays to this timetable during the contract should be immediately discussed with the Project Officer.

Please note that the contractor will need to fill in an ethics checklist for the research to be considered by NE's ethics committee, although the latter is not necessary if the supplier has adequate ethics processes in place.

The outputs will need to be written in line with good practice guidance on writing and accessibility (see: <https://www.gov.uk/guidance/guidance-and-tools-for-digital->

[accessibility#designing-accessible-content](#)). There is also a standard template and guidance on formatting reports which the Authority will make available if needed.

To deliver this contract, we are seeking social scientists who are experienced and knowledgeable about culture and arts-based research and practice (for example, researchers from cultural geography, cultural economy and cultural sociology, environmental/geo-humanities and/or social anthropologists), and who also have demonstrable experience and knowledge of qualitative social research skills (including appropriate approaches to analysis).

REDACTED Under FOIA Section: 43, Commercial Information

Use of Confidential Information by the Authority

The Authority may disclose the Confidential Information of the Supplier:

- (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**

The price for this contract is as follows:

Activity	No of days	Due Date	Total cost £
REDACTED Under FOIA Section: 43, Commercial Information			
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Total cost without VAT			37,265

(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 ..

REDACTED Under FOIA Section: 40, Personal Information

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.....

REDACTED Under FOIA Section: 40, Personal Information

March 2015