



Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	Shared Services Connected Limited will issue you with an electronic purchase order number	
2. Customer	Natural England Foss House, Kings Pool, 1-2 Peasholme Green York YO1 7PX United Kingdom	
3. Contractor(s)	Redacted under FOIA Section 40 Personal Information	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Natural England	
5. The Agreement	<p>This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none">a) this Order;b) the terms and conditions at Appendix 1; andc) the remaining Appendices (if any) in equal order of precedence.	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input type="checkbox"/> Good and Services: <input checked="" type="checkbox"/>
	Goods	Description: as set out in Appendix 2 - Specification
	Services	Description: as set out in Appendix 2 - Specification
7. Start Date	26 th August 2024	
8. Expiry Date	31 st March 2025	
9. Charges	The Charges for the Goods and/or Services shall be as set out Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.	
10. Payment	Payments will be made via purchase order upon delivery of project milestones in accordance with the following payment schedule:	

	<table><tr><th>Milestone</th><th>Payment</th><th>Date</th></tr><tr><td>200 Survey points collected</td><td>1st Payment</td><td>5048.75</td></tr><tr><td>400 survey points collected</td><td>2nd Payment</td><td>5048.75</td></tr><tr><td>600 Survey points collected</td><td>3rd Payment</td><td>5048.75</td></tr><tr><td>800 Survey points collected</td><td>4th Payment</td><td>5048.75</td></tr><tr><td>1000 Survey points collected</td><td>5th Payment</td><td>5048.75</td></tr><tr><td>1200 Survey points collected</td><td>6th Payment</td><td>5048.75</td></tr><tr><td>1400 Survey points collected</td><td>7th Payment</td><td>5048.75</td></tr><tr><td>Technical Report Delivered</td><td>Final Payment</td><td>5048.75</td></tr></table>	Milestone	Payment	Date	200 Survey points collected	1 st Payment	5048.75	400 survey points collected	2 nd Payment	5048.75	600 Survey points collected	3 rd Payment	5048.75	800 Survey points collected	4 th Payment	5048.75	1000 Survey points collected	5 th Payment	5048.75	1200 Survey points collected	6 th Payment	5048.75	1400 Survey points collected	7 th Payment	5048.75	Technical Report Delivered	Final Payment	5048.75
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1200 Survey points collected	6 th Payment	5048.75																										
1400 Survey points collected	7 th Payment	5048.75																										
Technical Report Delivered	Final Payment	5048.75																										
11. Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000																											
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information																											
13. Contractor's Authorised Representative	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information																											
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.																											
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none">The Contractor shall attend progress meetings with the Customer every 2 weeks.The Contractor shall provide the Customer with progress reports at mid-point and upon completion of the contract.																											
16. Address notices for	Customer: Contractor: Redacted under FOIA Section 40 Personal Information																											

17. Key Personnel of the Contractor	<div>Key Personnel Role: Key Personnel Contact Details:</div> <div>Name:</div> <div>Redacted under FOIA Section 40 Personal Information</div>
18. Procedures and Policies	For the purposes of the Agreement: The Customer's security / data security requirements are: as set out in Appendix 2 - Specification The Customer's additional sustainability requirements are: as set out in Appendix 2 - Specification The Customer's health and safety policy is: as set out in Appendix 2 - Specification
19. Special Terms	None.
20. Additional Insurance	None.
21. Further Data Protection Provisions	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: Yes: <input checked="" type="checkbox"/> No: <input type="checkbox"/>

Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
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Redacted under FOIA Section 40 Personal Information

Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

Appendix 2: Specification

Living England requires regular provision of field survey data from across the different habitat classes and biogeographic zones (BGZs) in order to ensure high levels of accuracy and reliability in the resulting national habitat map (Figure 1).

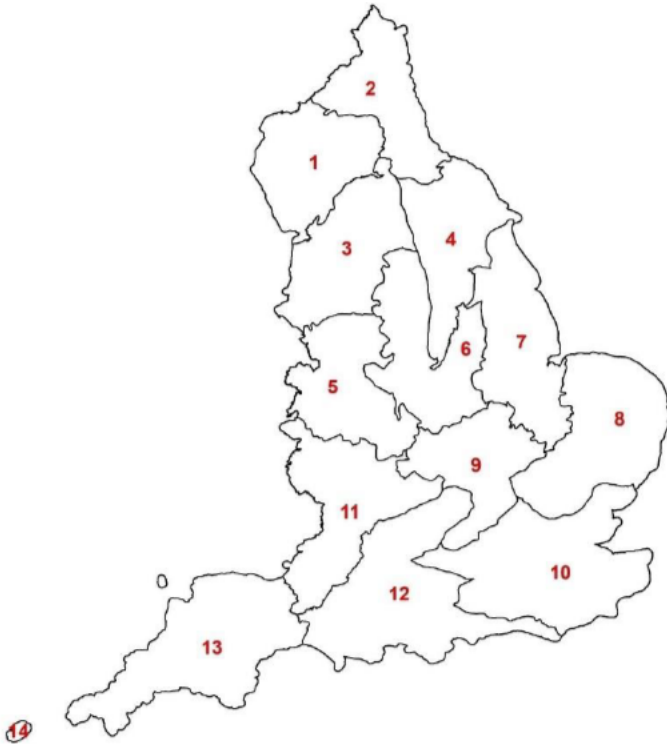


Figure 1: Living England Biographic Zones (BGZs) based on National Character Areas.

Requirement

Living England Field Surveys – BGZs 02 and 04

This specification covers habitat surveys to be undertaken in 2024 and 2025. This contract aims to collect a total of 1400 data points aligned with the Living England segmentation across all habitats, using the Living England Esri Field Maps app.

Data will be collected across all habitat classes with a focus on prioritising target habitats. 700 data points will be collected in each biogeographic zone (BGZ): BGZ02 covering Northumbria and Teeside and BGZ04 covering Yorkshire and the surrounding region.

- Total number of data points to be collected in 2024/25 - 1400

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

Table 1: Living England (UKBAP) Classification Framework

Detailed Habitat	UKBAP Level	Broad Habitat
Acid, Calcareous, Neutral Grassland	Semi-natural Grasslands	Grassland

Arable and Horticultural	Broad	Cropland
Bare Ground	EO Resolution	Bare Ground
Bare Sand	EO Resolution	Bare Ground
Bog	Broad	Wetland
Bracken	EO Resolution	Grassland
Broadleaved, Mixed and Yew Woodland	Broad	Woodland
Built-up Areas and Gardens	Broad	Urban
Coastal Saltmarsh	Priority	Coastal
Coastal Sand Dunes	Priority	Coastal
Coniferous Woodland	Broad	Woodland
Dwarf Shrub Heath	Broad	Heath
Fen, Marsh and Swamp	Broad	Wetland
Improved Grassland	Broad	Grassland
Scrub	EO Resolution	Woodland
Water	EO Resolution	Freshwater

The contractor should work alongside the Natural England Living England team to confirm areas to target the survey areas. This will involve areas across biogeographic zones 02 and 04 for England. The following habitat classes will be used to record the current habitat class at the time of the survey, with prioritisation given to the first 6 habitats in bold:

- Bare Ground
- Bare Sand
- Bog
- Dwarf Shrub Heath
- Fen, Marsh Swamp
- Scrub
- Acid, Calcareous and Neutral Grasslands
- Arable and Horticultural
- Bracken
- Broadleaved, Mixed and Yew Woodland
- Built-up Areas and Gardens
- Coastal Saltmarsh
- Coastal Sand Dunes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resource required	<ul style="list-style-type: none">• Rural Payments Agency data• Living England Phase IV map from 2021 (Living England Habitat Map (Phase 4) Natural England Open Data Geoportal (arcgis.com))• Living England Technical User Guide (Living England: Satellite-based habitat classification- Technical User Guide - NERR108 (naturalengland.org.uk))• Living England Esri Field Maps application• Living England Dashboard for monitoring collected points• Spreadsheet of priority habitats and BGZs to target• LE Specification for Ground Data Collection – NCEA (external).pdf• Living England Habitat Classification Mobile Dashboard
Skills required	<ul style="list-style-type: none">• Reasonable habitat ID skills to undertake the proposed project equivalent to approximately FISC/BSBI level 3 or similar levels of experience.

Outputs	<ul style="list-style-type: none"> The contractor will provide a short report about the habitat surveys (side of A4) noting any issues that were encountered during the survey e.g., alignment with segments, identifying specific homogenous habitats, use of the app for data collection and any advice to help smooth the process next time. Any reasons why data points could not be collected should also be included in the report. Ground truth field survey data points uploaded to the AGOL dashboard.
Why is this of benefit to Living England? Justification of why to do it	This analysis will provide training data for Living England in addition to a reliable dataset for validation purposes. The ground truth data will be split 80% for training the random forest model which requires accurate, up to date data, and 20% for validation. This will directly lead to improvements in the Living England habitat probability map and ensure it is up to date and of high quality.
Measurable outputs	<ul style="list-style-type: none"> Access permission evidence for field surveys Site specific risk assessments Survey issues log Ground truth survey points

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

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

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

The Supplier shall indemnify and keep indemnified Natural England against all actions, claims, demands, losses, damages, costs and expenses and other liabilities Natural England may suffer or incur arising from any infringement or alleged infringement of any third-party Intellectual Property Rights except to the extent that they have been caused by or contributed to by Natural England's acts or omissions.

Outputs and Contract Management

Natural England will nominate a Project Officer who will manage the project and serve as the principle point of contact from Natural England. They will be responsible for the day-to-day management of this contract and will coordinate regular meetings to review the work and ensure it meets the projects aims and objectives. As outlined below, meetings will be incorporated into the programme of works to discuss progress and facilitate feedback provision. Meetings will be organised by the successful Tenderer.

The contractor will be expected to appoint a Project Manager who will act as the principle point of contact and will be responsible for the day-to-day management of the project. The contractor will be

required to regularly update the Natural England Project Officer on project progress via meetings (held on MS Teams) arranged by the contractor, and when there are any significant issues.

Specific outputs will be required from the contractor during the course of this project. All reports must be produced in accordance with the Authority's templates for publications. The deliverables are to be provided as geospatial datasets, MS Word (in draft) and PDF documents (once finalised).

Project management

Redacted under FOIA Section 43 Commercial Information



Appendix 3: Charges

Cost Allocation				
Task	Staff / Grade	Day rate	No. of days	Total

Redacted under FOIA Section 43 Commercial Information

Total (including VAT)				49,116
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Appendix 4: Processing Personal Data

Contract:	Contract for Living England Field Surveys BGZ02_04
Date:	26/08/2024
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	Natural England is Controller and the Supplier is Processor
Subject matter of the processing	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Landowner / tenant Name • Landowner / tenant address • Landowner / tenant Postcode • Landowner / tenant email address • Landowner / tenant telephone and mobile number • Ownership of, or nature of authority as an interested part to, specific landholding(s). <p>For the purposes of seeking permission from landowners for Natural England surveyors or Natural England Contractors to conduct England Ecosystem Survey data collection on their land.</p>
Duration of the processing	From contract inception to contract expiry.
Nature and purposes of the processing	<p>In order to conduct field surveys the following projects Living England project must obtain permission from landowners for surveyors to enter land holdings.</p> <p>Data is collected from the Land Registry and Rural Land Register by Natural England and provided to the contractor.</p> <p>The data will be stored on an MS excel database.</p> <p>The contractor may 'clean' the data set, for example, removing duplicates, and updating inaccurate / out of data contact details.</p> <p>The data will be used to contact landowners and interested parties asking for permission to access their land to carry out NCEA field surveys, asking them to update their contact details if necessary or provide alternative contacts if the correct individuals haven't been contacted, request phone numbers and/or email addresses to make future contact easier.</p> <p>Log all correspondence between Natural England and landowners.</p> <p>Regular downloads and transfers of data will be required as access permissions are obtained. The frequency will be agreed between the contractor and Natural England.</p> <p>All data will be returned to Natural England in a format compatible with Excel databased during the contract close phase.</p>
Type of Personal Data	<ul style="list-style-type: none"> • Landowner / tenant Name • Landowner / tenant address • Landowner / tenant Postcode • Landowner / tenant email address • Landowner / tenant telephone and mobile number • Ownership of, or nature of authority as an interested part to, specific landholding(s).

Categories of Data Subject	Landowners Tenants
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All landowner permission forms will be returned to Natural England via Quatrix. All permissions evidence must be recorded in the forms provided by Natural England. Once the data has been returned, the supplier will permanently destroy all copies of personal data relating to the contracting requirement.
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	
Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	All personal data must be stored in a controlled access secure location in the UK.