

CONTRACT FOR

Identifying Downland Project

REF: IDRC23

DATED: 04 September 2023

THIS CONTRACT is dated 04 September 2023

BETWEEN

- (1) **NATURAL ENGLAND** of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “**Authority**”); and
- (2) **University of Southampton**, represented here by Geodata Institute, registered in England and Wales under number RC 000668 whose registered office is Highfield, Southampton, SO17 1BJ (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 04 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 an invoice upon completion of the work 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 six 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 reschedule 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, provided that if it does so, it will pay for all the work already performed by 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, a letter confirming that the appropriate cover is in place.
- 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 cooperate, 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 nonbinding 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 Supplier will deliver the services set out in the Identifying Downland Specification. The Specification is appended to this document.

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 table below sets out the agreed pricing information both inclusive and exclusive of VAT. See paragraphs 3.1 to 3.8 above for payment information.

Total £
REDACTED Under FOIA Section: 43, Commercial Information

REDACTED Under FOIA Section: 43, Commercial Information

**Total costs (inc
VAT)**

£45,092.53

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

SIGNED for and on behalf of the
AUTHORITY

SIGNED for and on behalf of the
SUPPLIER

REDACTED Under FOIA Section: 40, Personal Information

SIGNATURE... ..

SIGNATURE.....

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

NAME.....

Position

REDACTED Under FOIA Section: 40, Personal Information

Position

REDACTED Under FOIA Section: 40, Personal Information

Appendix 1:

IDENTIFICATION OF DOWNLAND: RESEARCH BRIEF

Please treat as confidential

2. BACKGROUND TO NATURAL ENGLAND

1. Natural England 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.

2. 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.
3. Natural England was formally established on 01 October 2006 following the successful passage of the Natural Environment and Rural Communities (NERC) Act 2006 through Parliament. We are an independent statutory Non-Departmental Public Body.
4. The NERC Act sets out Natural England's purpose: to ensure that the natural environment is conserved, enhanced and managed for the benefit of present and future generations, thereby contributing to sustainable development. The Act states that this purpose includes:
 - promoting nature conservation and protecting biodiversity
 - conserving and enhancing the landscape
 - securing the provision and improvement of facilities for the study, understanding and enjoyment of the natural environment
 - promoting access to the countryside, open spaces and encouraging open air recreation
 - contributing in other ways to social and economic wellbeing through management of the natural environment

3. BACKGROUND TO THE SPECIFIC NATURAL ENGLAND WORK AREA RELEVANT TO THIS PURCHASE

5. Following a statutory process of consultation and appeal, the Countryside Agency (CA) issued in 2004 and 2005 eight conclusive maps of open country (land consisting wholly or predominantly of mountain, moor, heath or down) and registered common land (RCL) in England, which became the basis of the open access rights that the public now enjoys over the mapped areas, subject to the limitations set out by the Countryside and Rights of Way Act 2000 (CROW).
6. Natural England (NE) has a duty under CROW section 10 to review these maps and ensure they correctly reflect the land types in question today. Following two deferrals of the review deadlines because of the resource demands of England Coast Path Delivery, NE now intends to prepare for the process of reviewing the maps. This study is intended to contribute significantly to that process.
7. While the parts of the CROW maps relating to RCL and to areas of mountain, moor and heath have in general been regarded as reasonably accurate and fit for purpose, there have been repeated criticisms from some stakeholders that the maps failed to capture most of the downland landform, and that as a result in the areas in question they are fragmented, inconsistent and of little use for public access purposes. NE now wishes to take a fresh and evidence-based look at what down-like land should rightly appear on the maps, and whether any particular types of down-like land should be excluded from them, and if so why.

8. The starting point for doing this research is that in its preliminary engagements with this subject over a number of years, NE has been consistently unable to locate:
 - a. any standard definition of “down” or “downland” that is in widespread use within the geographical, geological, landscape or land management professions, or
 - b. any existing national dataset depicting such land as a whole on detailed maps.

The term “down” has however been in common use for centuries and is believed to derive from the Old English word “dun”, meaning hill. There is also reasonable public consciousness of the concept of downland, perhaps in part because of the widespread use of down terminology in relation to areas people are familiar with, whether on maps and road signs or through the names of well-known designated areas etc featuring such land.

9. NE has therefore concluded that some new fact-based investigation is required to provide it with a firmer footing for agreeing a working definition of “down” to guide NE’s review of the existing conclusive maps in relation to their downland component. The following are the provisional guiding principles for that subsequent review:
 - a. The review process is able to use the resulting definition in an efficient and cost-effective way to map qualifying land consistently wherever in England it occurs, so that:
 - i. NE can capture, at scale and with confidence, ‘classic’ downland such as occurs in Wiltshire and the South Downs together with any other land with the same topographical ‘look and feel’, wherever it may occur in England;
 - ii. NE can exclude with equal confidence land which lacks that topographical look and feel, even where it has some superficial similarities with a downland landscape such as the presence of some undulating ground.
 - b. By being based on known facts and reliable evidence sources, the definition limits the scope for statutory objections, including those based on occupiers manipulating elements of land use or land cover following the inclusion of land on NE’s Reviewed Maps which will form the basis for any objections.

4. REQUIREMENT & SCOPE

10. Accordingly, NE now wishes to commission a new piece of objective research to:
 - a. take a fresh, independent, evidence-based look at the concept of downland

and its relevance to different parts of England;

- b. propose in the light of that evaluation exercise how NE should define downland for the purposes of its review of the statutory maps;
- c. propose how existing evidence or datasets could be used to support the efficient and cost-effective capture of qualifying land on the reviewed maps, in line with the proposed definition; and
- d. identify any related practical issues or difficulties that may arise in mapping such land, and make workable recommendations for addressing these.

Relevance of the downland concept outside the 'classic downland areas'

11. While individual dictionary definitions etc tend to associate downland only with chalk geologies, or with chalk and limestone geologies, some other English geologies feature hills with long-standing names such as "X Down" or "Y Wold" that display many of the familiar visual characteristics of downland. NE wants to gather independent evidence on the extent to which this is so, and wants to see a selection of such areas objectively compared and contrasted with downland found in chalk or limestone areas. This is to ensure before beginning the mapping exercise that the Review Methodology is best placed to reflect the way in which the term "down" has historically been understood within different parts of England.
12. Writing in "Protecting special landscapes — the wildlife and countryside acts and national parks", published in *Landscape Research* in 1986, Josephine Meredith (a well-regarded landscape expert then working for the Countryside Commission) commented:

"The primary dictionary definition of "down" is simply that of "a hill". More particularly the word is used in the South of England to refer in the plural to the treeless undulating chalk uplands but in this general context it can simply be seen as the inclusion of another word to refer to open hill country. It does not necessarily carry connotations about the underlying geology or soils. In both Exmoor and Dartmoor National Parks there are areas called downs which have no geological basis of limestone or chalk".

On this same theme, the types of land which it has been argued to NE should have been depicted on the CROW maps by virtue of forming part of the downland landform include:

- Calcareous sand dunes,
 - Rolling country on ironstone, sandstone or shales, and •
- Comparable areas within the Culm Grasslands of Devon.

Some key parameters for the study

13. In undertaking this work and proposing a suitable definition, the study should place no special weight on:
 - a. the approach taken by the CA's original Mapping Methodology (a copy of which can be supplied for background information),
 - b. the land included on or excluded from the existing conclusive maps of open country, or
 - c. the partial definition of "down" supplied by CROW section 1(2) (excluding areas of improved or semi-improved grassland). This is likely to be considered for modification in due course on the basis that the legislation intended to open up downland for public access instead prevents it being mapped as the landform it is.
14. We want the study to explore whether it is practicable and workable for the whole downland landform in each case to be defined and identified on maps, rather than any individual land parcels occurring within each identified down being considered individually and separately from each other, as happened under the original mapping process.
15. While the range of land use or land cover currently observed on different parts of the land should be recorded as part of the attribute data for the areas studied, these factors should not limit the land that the successful bidder considers to be down, if mapping the whole downland landform (including for example any settlements or roads it may contain) appears practicable. Not all of the downland landform would have public access rights if NE were subsequently to use this kind of landform mapping approach. In particular, buildings and their curtilage, parks and gardens and arable land would all be automatically excepted from new public access rights over any mapped areas of downland. Various other legal and practical protections would also be in place to limit any impacts of new access rights on existing uses of the land, on protected habitats etc, once NE's national mapping exercise for downland has taken place. This includes, where necessary, the use of local exclusions or restrictions of the resulting public rights on a range of grounds set out in CROW. It may also include focusing CROW rights solely on a suitable path network on more productively farmed areas.

Consideration of possible detailed approach to study and outputs

16. NE wants this study to look afresh at the whole downland issue by independently and objectively evaluating the relevant evidence both on the ground and in terms of historical or contemporary studies, publications, maps, datasets etc. While tenders are free to propose any approach that it is felt would deliver the required outcomes of the study more effectively than what follows, we provisionally envisage a process along these lines:

- a. Identify in agreement with NE at least 8 search areas throughout England that appear suitable for detailed investigation at the next step. The search areas must cover in total between them at least 2,000 square miles (about 4% of England). The individual size and location of each search area should be chosen to add most value to the study. Consideration should be given to locating one search area in each of the [eight original CROW mapping areas](#), if it is considered that this will yield useful information for this study. At any rate, no more than three of the search areas may be located in the south-east or home counties.
- b. Use a mixture of relevant documents, including both contemporary and historical maps, to identify within each search area every area of land named on such documents as X Down, Y Wold or similar. Areas of land with names using words felt to be comparable to down/wold should be included in this screening of the search area.
- c. Eliminate any qualifying names that appear to be merely village names etc if these appear to have no relevance to the study.
- d. For the remaining 'Named Downs', use a mixture of map data, aerial photography and, where practicable, site inspection from public places or from online sites such as StreetView to assess whether each Named Down has the overall 'look and feel' within the landscape of downs found in areas such as Wiltshire and the South Downs. Where this is felt to be the case, the area should be flagged as a 'Provisional Down'. Where it is not felt to be the case, the area should remain flagged only as a 'Named Down'.
- e. Associated data should record the particular characteristics of each Named Down which caused it to pass or fail this test, using photographs or screenshots where possible to illustrate the basis for the distinction. Where the conclusion is that the land is not down-like but may instead belong to one of the other "open country" types relevant to CROW access (mountain, moor or heath), this fact should also be recorded, with the key reasons why.
- f. Produce point maps for each search area showing the spot location of both Named Downs and Provisional Downs - distinguishing between the two and indexing each to a summary of apparent extent, maximum height above sea level, other relevant physical characteristics such as slope, and the range of land covers and uses evident on the named area of land today. Where the setting for a Named or Provisional Down reveals a wider presence nearby of down-like landforms, that information should be recorded here too.
- g. Compare and contrast the recorded characteristics captured through this process nationally, in order to propose a written definition of the term "down" that NE could best use as the basis for its subsequent review of

the current CROW conclusive maps in relation to their downland component.

- h. Whether as part of this definition or otherwise, suggest any existing datasets or other readily available information that could be used at scale to identify this land efficiently, cost-effectively and in a way that would be least open to objection or legal challenge.
 - i. Based on the datasets and information so identified, pilot the detailed boundary mapping of the full extent of one Provisional Down in each search area, and deliver these pilot maps as one output of the study together with a summary of any lessons derived from doing this.
17. As noted earlier, NE expects the successful bidder to investigate early in the contract the existence and relevance of related datasets, maps and documents. We seek advice as to these but they are likely to include:
- a. Ordnance Survey 1st Edition maps and comparable historical maps.
 - b. A selection of Integrated Landscape Character Assessments from around relevant parts of the country.
 - c. Relevant AONB management plans and national park information.
 - d. Landcover maps, e.g. NERC 2015.
 - e. Topography Mastermap layers.
 - f. Geology information – both historic and current mapping attempts.
 - g. Land utilisation survey maps from the 1930s and 1960s, and any later ones
 - h. Returns from local planning authorities to the Minister under section 61 of the National Parks and Access to the Countryside Act 1949 about land in their area of the type specified in section 59(2), which included down. (At the time this related to the potential for statutory access agreements etc over the land.)
 - i. ‘Section 43 maps’ produced under the Wildlife and Countryside Act 1981 as amended, prepared by local planning authorities in relation to areas of (inter alia) down which it was felt particularly important to conserve. These maps were prepared in accordance with national guidance from the Countryside Commission.
18. At paragraphs 26-40 is a list of pertinent questions for consideration during the study that must be responded to as part of the final report. The successful bidder

will be expected to engage with these issues, with particular reference to the search areas; discuss them in detail with NE; and reflect the conclusions drawn about them in the proposed definition, the pilot mapping that is undertaken and the analysis set out in the final report.

19. In summary, the envisaged sequence for the Study (subject to any counter-proposals included after discussion in a tender) is:
 - a. Research all relevant existing datasets, publications, and modern and historical mapping that may inform the work to be done under the contract. (Examples are listed earlier in the Project Brief.)
 - b. Agree search areas across England, taking these sources into account.
 - c. Find down-type names on maps of those areas
 - d. Eliminate irrelevant names
 - e. Identify 'Provisional Downs' from the longer list of 'Named Downs'
 - f. Point map the locations of Named and Provisional Downs, with attribute data for each site
 - g. Drawing on the characteristics so recorded, propose a definition for "down" for use by the subsequent Mapping Review process, identifying what existing datasets etc can contribute to efficient and cost-effective capture of such land when NE compiles its Comment Maps
 - h. Map in detail the full extent of the boundaries of one of these sites in each search area, and identify any lessons learned from doing this.
20. Bidders are expected to discuss the detail of their intended approach as necessary with the NE Project Manager. In the light of such discussion, bids may propose a different or modified approach from that shown in this Brief if the bidder considers this more likely to facilitate subsequent cost effective and consistent mapping of downland in England by NE when it undertakes the review.
21. While regular liaison with the Project Manager can take place during the contract as and when necessary, it is envisaged that at least three structured meetings between NE and the successful bidders will be organised, including:
 - a. A start-up workshop to discuss and agree in detail the approach to be taken to the work in the light of the successful bid.
 - b. A mid-contract workshop to take stock on progress and issues.
 - c. A final set of site visits at which NE staff are shown two or three of the areas that have been pilot-mapped, with discussion of issues and challenges that arose during the process nationally.

22. Consideration should also be given to holding one or more seminars of relevant experts, under Chatham House Rules - to exchange views and, potentially, peer review summaries of emerging findings and recommendations.

5. OUTPUTS AND CONTRACT MANAGEMENT

Summary of required outputs from the study

23. The study report (copyright to which will vest in NE) must contain:
 - a. a full account of the work undertaken
 - b. a summary listing of all evidence sources used to inform the results
 - c. reasoned responses to the issues set out in paragraphs 26-40, following discussion of them with NE officials during the course of the study
 - d. a definition of downland that is proposed for subsequent use by NE in mapping downland for CROW purposes
 - e. an outline proposed methodology for capturing such land on the CROW maps, including identification of specific datasets or other pre-existing information that will facilitate its efficient and cost-effective mapping
 - f. a candid analysis of lessons learned from the study including the key challenges to and practical considerations for mapping this land, with proposals for minimising impact on the subsequent NE mapping process and its related costs, and
 - g. any additional recommendations that may be relevant to the subsequent mapping of downland by NE.
24. Unless there is an agreed variation of the outline approach set out in this Project Brief, the following must be delivered to NE in association with the report, with the copyright in these again vested in NE:
 - a. a database of the working maps, photographs etc , including full attribute data,
 - b. the pilot maps, and

- c. any specific surveying tools, data collection templates etc devised for the purposes of the contract.

Use of study outputs

25. All outputs from the study are to be treated as confidential advice to NE, to help it develop its methodology for subsequently reviewing the conclusive maps insofar as they relate to English downland. NE will have the exclusive right to share or publish the outputs (or relevant parts of them) if it considers it appropriate to do so. This is subject to any agreed decision to hold one or more expert private seminars to consider emerging findings.

Some specific questions to be addressed by the study and report

26. Some down-like hills have a wide open appearance (what might be called 'bare down'), while others are divided into small enclosed fields (what might be called 'hedged down'). Some are heavily wooded or scrubbed over. Some contain roads, buildings, hamlets or even significant settlements. What impact if any are such differences in land cover and land use considered to have on the status or otherwise of the underlying landform as downland?
27. In some areas, for example parts of the Cotswolds, down-related names tend to be associated not with hills that are clearly visible as such when passing through the land, but with very extensive, relatively flat but lightly rolling areas of land sitting high above the surrounding slopes. Their typical appearance as ordinary farmland or woodland is more redolent of low lying ground than of the high plateau they typically comprise. Are such areas best regarded as part of the surrounding downland landform, or as a 'hole' within it?
28. Some areas of downland have been extensively quarried (for example for stone, or minerals such as iron ore), leaving them lacking the characteristic smooth rolling hill shapes normally typical of a downland landscape. Do such man-made changes prevent such areas from being considered part of the downland system?
29. Where do intervening dry or river valleys that run between down-like hills fit into this type of topography? Do they separate the downland, or form part of it?
30. What weight if any should be accorded to the official recognition of some relevant landscapes through designations etc (for example South Downs, Lincolnshire Wolds, Kent Downs, Cotswolds, North Downs Way, Blackdown Hills)? Is such formal recognition relevant or irrelevant to whether land within their boundaries should be regarded as downland?
31. How well placed would relevant AONB conservation boards or national park authorities be to identify to NE the downland lying within their boundaries, either from existing data they hold, or by drawing on their existing intimate knowledge of their area and its key attributes? How could this kind of collaboration best work in practice?

32. Is **height** a key factor in defining down? If so, is the concept about absolute height above sea level, or about the degree of elevation above the immediately surrounding landscape? Is it about a minimum height that is reached somewhere – anywhere - within the downland system in question, or some other approach? Should down-like rolling landscapes be discounted If such a minimum height is not reached somewhere within them? In which case what is the minimum height that should be adopted as the cut-off?
33. Is **slope** a key factor in defining down? If so, is it about a minimum degree of slope that is reached somewhere – anywhere - within the downland system in question, or some other approach? Should down-like rolling landscapes be discounted If such a minimum slope is not reached somewhere within them? In which case what is the minimum slope that should be adopted as the cut-off?
34. Where in the surrounding area does each down start or end, given that the nature of the terrain is such that a sharp break of slope may often not be evident? How much of a problem does the identification of this boundary with ‘non-downland’ represent?
35. In particular, on a long dip slope that drops away from a downland escarpment and extends onwards over tens of miles, where is the boundary of the downland area to be drawn?
36. What relevance if any do terms like “permeable”, “calcareous”, “sedimentary”, “carboniferous” and “argillaceous” have to considering whether there is any inherent association between the concept of downland and the underlying geology? Would any different terms prove useful in articulating this association? (See paragraphs 7-8 of the Brief.)
37. To the extent that it is considered that downland is limited to certain types of geology, does this limitation relate to the bedrock, or to any soils or materials that may cover the bedrock?
38. To what extent are the foothills of high fells, moors etc capable of being recognised as downland, for example where the bedrock is different?
39. The original CROW Part 1 mapping provisions (now spent) included at section 4(5) two discretions for the mapping authority:
 - a. to determine not to show as open country on the CROW maps areas of such land whose inclusion would serve no useful purpose², and
 - b. to determine that an open country boundary should be moved to correspond with a particular physical feature for clarity, whether the effect is to include other land as open country or to exclude part of an area of open country.

40. Would regulating for some version of one or both of these discretions to be included in the review process help to make sense of the mapping of downland in a practical and useable way that provides joined-up and cohesive public access?

Natural England Project Management arrangements

40. The Project Manager will be REDACTED Under FOIA Section: 40, Personal Information

41. Outside of the key contact points already specified in the project brief above, the frequency and method of contact between the supplier and the contract to be agreed upon prior to the contract commencing.

6. SUPPORTING DOCUMENTATION

42. Bids must include the following information:

- Which specific individuals will be involved in each aspect of the work – indicating which key tasks each person will undertake, and itemising their related qualifications and experience.
- Initial proposals for search areas and/or for the most effective way to select them in discussion with NE.

7. SUSTAINABILITY

43. As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to Natural England's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project. The successful contractor is likely to be able to provide a copy of their environmental policy and any environmental accreditation schemes which they have been awarded or are working towards.

- **Operational Sustainability** - Explain to Natural England what your organisation is doing to incorporate sustainability within its operations. This may include any details you are able to provide in relation to steps you may be taking to reduce your carbon footprint.
- **Environmental Management** - Detail what you will do to assess the environmental impact of completing this project and provide mitigations. Examples may include operational measures to reduce emissions and noise impacts, efficient energy use, efficient use of raw materials and minimisation of waste where possible.

8. EVALUATION CRITERIA

We will award this contract in line with the most economically advantageous tender (MEAT) on a 40% commercial, 60% technical. For further information please refer to the Request for Quotation form.

9. BID FORMAT

44. Please refer to the Request For Quote Document.
45. The successful bid will be able to demonstrate:
 - Experience in delivering evidence reviews/ literature reviews, including that of datasets, publications, and modern and historical mapping.
 - Experience in landscape field survey and mapping.
 - Expert knowledge of Earth observation, remote sensing data and processing techniques etc.
 - Demonstrated expertise in mapping and modelling.
 - Clearly how each required output will be delivered and the likely timescales for each.
46. Bids may propose a different or modified approach from that shown in this Brief if the bidder considers this more likely to facilitate subsequent cost effective and consistent mapping of downland in England by NE when it undertakes the review.

10. QUOTE/TENDER

Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition.

11. KEY CONTACTS

REDACTED Under FOIA Section: 40, Personal Information



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