

Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	As yet unknown.	
2. Customer	Natural England Foss House Kings Pool 1-2 Peasholme Green York YO1 7PX	
3. Contractor(s)	<div> <div>Redacted under FOIA Section 43 Commercial Info</div> <div>Benn Associates Limited</div> </div> <div> <div>Redacted under FOIA Section 43 Commercial Info</div> <div>Lane North, Broughton, Skipton, North Yorkshire BD23 3FD Company Registration Number 03246693</div> </div>	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Natural England Defra	
5. The Agreement	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. Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order): <ul style="list-style-type: none"> a) this Order; b) the terms and conditions at Appendix 1; and c) the remaining Appendices (if any) in equal order of precedence. 	
6. Agreed Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	None
	Services	Description: as set out in Appendix 2 – Specification / Description. Date(s) of Delivery: 16 th September 2024 to 28 th February 2025.
7. Start Date	13/9/24	
8. Expiry Date	28/2/25	

9. Charges	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.
10. Payment	Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.
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	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	The Contractor shall attend progress meetings with the Customer every month. The Contractor shall provide the Customer with progress reports every month.
16. Address for notices	<div>Customer:</div> <div>Contractor:</div> Redacted under FOIA Section 40 Personal Information
17. Key Personnel of the Contractor	Redacted under FOIA Section 40 Personal Information
18. Procedures and Policies	N/A
19. Special Terms	N/A
20. Additional Insurance	N/A

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"/>
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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/Description

Background to Natural England

Natural England are the government's adviser for the natural environment in England. We help to protect and restore our natural world. Natural England is an executive non-departmental public body, sponsored by the [Department for Environment, Food & Rural Affairs](#).

Our vision is 'Thriving Nature for people and planet.' We aim to achieve this through our mission 'Building partnerships for Nature's recovery.' Our priorities for 2020 to 2025 support our mission and the ambitions of the [government's 25 Year Environment Plan](#). We aim for:

- a well-managed Nature Recovery Network across land, water, and sea, which creates and protects resilient ecosystems rich in wildlife and natural beauty, enjoyed by people and widely benefiting society
- people connected to the natural environment for their own and society's wellbeing, enjoyment, and prosperity
- Nature-based solutions contributing fully to tackling the climate change challenge and wider environmental hazards and threats
- improvements in the natural capital that drives sustainable economic growth, healthy food systems and prospering communities
- evidence and expertise being used by a broad range of partnerships, organisations, and communities to achieve Nature recovery and enable effective regulation and accreditation
- being a values-led organisation that delivers excellent service standards to all partners, organisations and communities engaged in achieving Nature's recovery.

For more information about our procurement policies please see [Procurement at Natural England - Natural England - GOV.UK \(www.gov.uk\)](#)

Background to the specific work area relevant to this purchase - Marine Natural Capital Ecosystem Assessment

Natural England's vision is to create a platform for a thriving marine environment, where nature is at the heart of decision-making.

Part of the broader Natural Capital and Ecosystem Assessment Programme (NCEA), the Marine Natural Capital Ecosystem Assessment (mNCEA) is Defra's flagship 3-year research and development programme that will provide a robust evidence base, suite of tools and a framework where ecological, societal, and economic information is brought together in a holistic way, improving our understanding and helping us make better decisions about the marine environment.

Natural capital considers the value of nature for people and the economy and charges us to consider the ocean as a whole, interconnected system, rather than focussing on individual component parts like fishing, recreation or offshore wind.

The mNCEA began in 2021 with a pilot year, with the programme running from April 2022 until March 2025. It is establishing new ways of working and gathering new and innovative evidence to measure the health of our seas and how it's changing over time.

By ensuring nature's value is fully considered, mNCEA will ultimately transform marine decision-making in England across national and local governments, and in the private sector.

Specialists across Natural England, the Environment Agency, Centre for Environment, Fisheries & Aquaculture Science, Marine Management Organisation and Joint Nature Conservation Committee are working collaboratively to develop and deliver the mNCEA programme.

Key terms and concepts relating to natural capital

Ecosystem services: the components of nature that are directly enjoyed, consumed, or used in order to maintain human wellbeing (Sunderland and others 2019). A natural capital approach describes the natural environment as a stock of assets from which there is a flow of ecosystem services to people who benefit from them.

Ecosystem Approach: a framework for the sustainable management of land and sea for the benefit of both biodiversity and people in a way that integrates ecological, social and economic understanding (Waters and others 2012). The Ecosystem Approach heavily influences how we do natural capital in practice in a participatory and equitable way.

Nature-based solutions (NBS): defined by the IUCN as actions to protect, sustainably manage, and restore natural or modified ecosystems, that address societal challenges effectively and adaptively, simultaneously providing human well-being and biodiversity benefits (Cohen-Shacham and others 2016). A natural capital approach can help us make arguments in favour of NBS by demonstrating the role of nature in human wellbeing and helps us decide where the best places to put them are.

More information on the natural capital approach can be found in the [Natural Capital Evidence Handbook: to support place-based planning and decision-making - NERR092](https://naturalengland.org.uk/natural-capital-evidence-handbook) (naturalengland.org.uk)

Rationale

The following contract opportunity invites suitably experienced suppliers to work with Natural England to conduct a rapid evidence review of available literature and initiatives relevant to applying natural capital / ecosystem services approaches to marine and coastal heritage assets. This includes outlining methods through which marine and coastal heritage assets could be managed to secure co-benefits for natural capital, and to develop recommendations on managing marine and coastal heritage assets to increase co-benefits.

Timetable

This project must be completed by 28 February 2025 and invoiced by mid-March 2025

Requirement

As part of the mNCEA programme, Natural England is seeking a consultant to scope methods and develop recommendations for managing marine and coastal heritage assets to secure co-benefits for natural capital.

Impacts on, and the management of, heritage assets are key components of environmental protection. A recent [Natural England publication](#) highlights how the historic environment should be considered within nature recovery projects, moving towards closer integration. The converse, considering how to manage heritage projects in the context of natural capital priorities, is yet to be explored. The purpose of this project is to address that gap in marine and coastal environments.

Heritage assets in marine and coastal environments encompass a wide range of physical features at a range of scales from individual artefacts to landscapes, including:

- wrecks, wreckage and debris from historic ships and aircraft;
- historic built structures such as harbour walls, military infrastructure, piers, sea forts, and other buildings;
- prehistoric land surfaces, palaeo-channels and deposits; and
- historic changes to the environment caused by past human interventions and practices -- both intended and unintended.

Insofar as all these heritage assets have a physical impression in coastal and marine environment, they form part of the environment to which natural process apply. Consequently, heritage assets contribute to natural capital and give rise to ecosystem services, additional to their character as [culture and heritage capital](#) that gives rise to a further range of public values.

The focus of this project is on the contribution that marine and coastal heritage assets make to natural capital, including through regulating and provisioning services. The project should also address the cultural services that arise from heritage assets as natural capital: that is to say, cultural services arising from 'nature' associated with heritage assets. However, the project is not expected to address heritage assets in terms of cultural and heritage capital. For example, the cultural services represented by recreational divers photographing marine life on a shipwreck are within scope of this project; but the services arising from the wreck as cultural heritage would be out of scope. Nonetheless, approaches to articulating the relationship between Natural Capital / Ecosystem Services and Culture and Heritage Capital should be included, even though the latter are not themselves a focus of this project.

As noted, heritage assets in coastal and marine environments are subject to natural process that support habitats and species. The intention of this project is to provide a foundation for better understanding how such heritage assets can be managed (e.g. through conservation/maintenance; encouraging or restricting access or activities; public engagement; additional research) to increase their contribution to natural capital without unduly compromising their character and significance as heritage. The project focuses on England though examples and source material can be drawn from other comparable places. Heritage assets include both designated and non-designated assets.

Aim and Objectives

The overarching aim of this project is to explore how to improve the integration of natural capital and heritage objectives in terms of management of heritage assets for co-benefits.

The objectives of the project are:

1. To conduct a rapid evidence review of available literature and initiatives relevant to applying natural capital / ecosystem services approaches to marine and coastal heritage assets.
2. To outline methods through which marine and coastal heritage assets could be managed to secure co-benefits for natural capital.
3. To develop recommendations on managing marine and coastal heritage assets to increase co-benefits.

Scope and activities

The project will include workshops with stakeholders; preliminary evidence review; and developing initial recommendations.

Online workshops will be conducted with practitioners and researchers in coastal/marine nature recovery and heritage to understand their perspectives on current understanding and upcoming opportunities.

Two workshops are anticipated: the first should take place relatively early in the programme when it can inform the review of available literature and initiatives; the second should take place relatively late to help co-design the initial recommendations from the project. Potential attendees and dates will be discussed at the project inception meeting.

The review of available literature and initiatives should draw together material relevant to the application of natural capital / ecosystem services approaches to marine and coastal heritage assets, encompassing publications, online sources, and publicly accessible grey literature (e.g. research reports). The review should also be informed outputs (published or otherwise) from the wider mNCEA, in terms of how these have approached issues such as appropriate natural capital frameworks and classifications. The focus should be on England but relevant material relating to other places can be included. Emphasis should be placed on the qualitative contribution of material to improving integration of natural capital and heritage objectives in the management of marine and coastal heritage assets, rather than quantity of citations. The review should seek to draw out from the literature the range of assets (and their characteristics), services, benefits and values of marine and coastal heritage when framed in terms of natural capital. The review should also seek to draw out opportunities for managing heritage in ways that extend or increase services, benefits and values, either in principle or through examples.

Initial recommendations should be developed on managing marine and coastal heritage assets to increase co-benefits, suggesting -- for example -- possible protocols, next steps, and case studies that could be used to test approaches in practice. The development of initial recommendations should be informed by the second online workshop.

Deliverables

Project deliverables will comprise:

- Facilitation on two online workshops (one prior to the literature review and one towards the end of the project)
- A draft but fully proofed project report with recommendations for review by Natural England and stakeholders identified by Natural England.
- A final project report taking into account comments on the draft provided by Natural England and stakeholders.
- A short note suitable for publication.

Documents submitted to Natural England will be provided fully proof read. Contractors should quote for at least one round of editing per proofed document, following review/quality control by Natural England.

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 environmental plan/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

Indicative timetable

Milestone		Date
Initial meeting	Milestone M38	w/c 16/09/24 or shortly after
Progress updates		As agreed
Workshop 1		Oct 2024
Agree scope of co-benefits review	Milestone M39	Nov 2024
Workshop 2		Jan/Feb 2025
Co-benefits draft project report		Feb 2025
Final report	Deliverable D29	28/02/25

Initial Meeting

The contractor will attend an initial meeting with NE specialists to discuss the project, review the aims and objectives, and agree upon a general approach, milestones, and expectations.

Progress Updates

The contractor will attend regular progress update meetings with the NE project team. We would like the contract to be highly collaborative, delivered in an agile manner to facilitate knowledge exchange throughout project.

Initially, the progress update meetings will focus on the workshops and discussing the general approach to literature searching and identifying potential avenues for further investigation. They will also provide an opportunity to track the scope of the review. The frequency of the progress update meetings will be set out the Initial Meeting and can be reviewed as the project progresses.

Reporting

- Draft Project Report: The contractor will provide Natural England with a fully proof read draft report, which details the background to the project/introduction, methodologies applied, results and recommendations. Natural England will provide a report template and guidance to be used for all reporting ([Natural England publishing standards for commissioned reports - NECR000](#))

- Final Report: The final report will take account of and address comments on the draft project report and will include details the background to the project/introduction, methodologies applied, results and recommendations.

Payment

The Authority will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order number. An invoice should be submitted after all the work has been completed.

It is anticipated that this contract will be awarded for a period of 5 months to end no later than 28/02/25. 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 writing in advance of any work commencing and may be subject to further competition.

Suppliers response to RFQ

Annex 1 Mandatory Requirements

1. Part 1 Potential Supplier Information

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Appendix 3: Charges

Table 1: Commercial Response (to be completed by Supplier) see overleaf for hourly rates

Descriptions of Tasks and / or Products	Cost per product / or Cost per Hour / Day (i.e. rate)	No of products / Hours / Days	Total Cost per Task
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Total Overall Cost			£16,418

Hourly rates for additional tasks

Redacted under FOIA Section 43 Commercial Information £105.91

Redacted under FOIA Section 43 Commercial Information £50.51

Redacted under FOIA Section 43 Commercial Information

£119.63 Redacted under FOIA Section 43 Commercial Information

£97.78

Redacted under FOIA £55.40

Redacted under FOIA Section 43 Commercial Information £39.93

Appendix 4: Processing Personal Data

Contract:	[Cobenifits24]
Date:	[25/09/2024]
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	JBA Consulting
Subject matter of the processing	Details from respondents regarding work pertinent to Co-benefits project.
Duration of the processing	October 2024 – March 2025
Nature and purposes of the processing	Contact details – email and phone
Type of Personal Data	Contact details including: <ul style="list-style-type: none"> • Name • Email • Telephone
Categories of Data Subject	Survey respondents
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Personal data to be deleted upon completion of project.
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	JBA Consulting internal servers.
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	Data to be held in a password protected folder only accessible to the project team, with all work undertaken in accordance with the JBA Privacy Policy .

