



Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	To be confirmed	
2. Customer	Natural England Foss House Kings Pool 1-2 Peasholme Green York YO1 7PX	
3. Contractor(s)	Institute of Development Studies University of Sussex, Library Road, Brighton, East Sussex, BN1 9RE Company registration number: 00877338	
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: in Appendix 2 - Specification
	Services	Description: in Appendix 2 - Specification
7. Start Date	By 13 Sept 2024	
8. Expiry Date	31 March 2025	
9. Charges	The Charges for the Goods and/or Services shall be as set out in Appendix 3.	
10. Payment	Payments will be made to Redacted under FOIA Section 40 Personal Information	

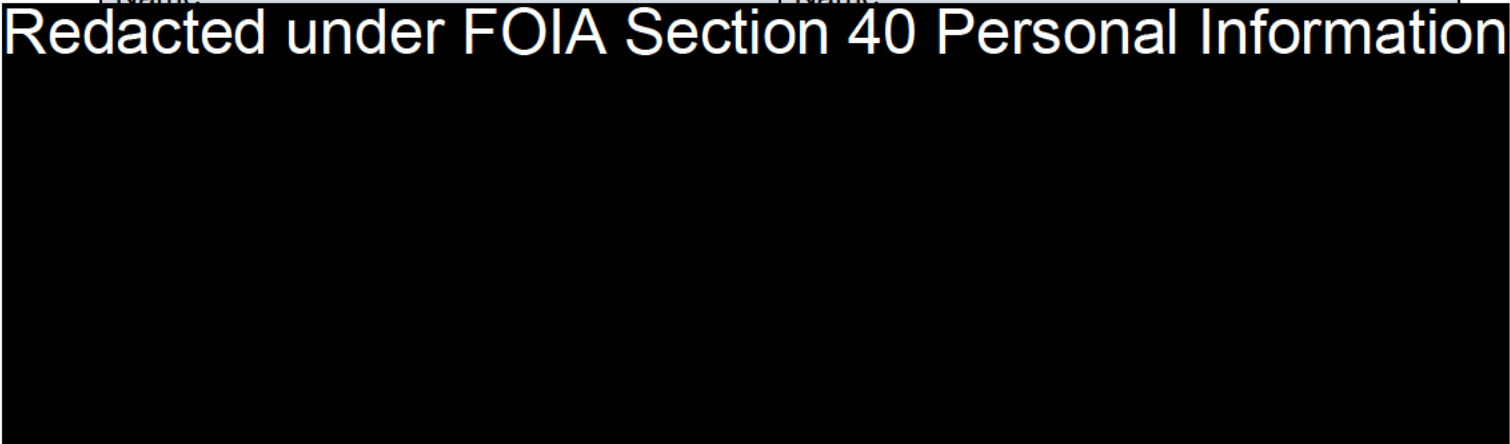
	Redacted under FOIA Section 40 Personal Information
11. Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information
13. Contractor's Authorised 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 A in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
15. Progress Meetings and Progress Reports	To be agreed -- See RFQ for outline in Annex 2
16. Address for notices	<div>Customer:</div> <div>Redacted under FOIA Section 40 Personal Information</div> <div>Contractor:</div> <div>Redacted under FOIA Section 40 Personal Information</div>
17. Key Personnel of the Contractor	<div>Key Personnel Role: Key Personnel Contact Details:</div> <div>Redacted under FOIA Section 40 Personal Information</div>
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 type="checkbox"/> No: <input checked="" type="checkbox"/>

Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
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Name:

Name:

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

Specification of Requirements

Background to Natural England

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.

Natural England was formally established on 1st 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. 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.

Background to the specific work area relevant to this purchase

The Natural England Social Science team is partnering with Biodiversity Net Gain leads to appoint a contractor with a proven track record in delivering high quality research on social accountability and its application. The project is designed to i) contribute to better delivery of the Biodiversity Net Gain, through testing and building evidence for strengthened social accountability; and ii) provide practical lessons on the application of social accountability models to strengthen delivery across NE and the sector.

Accountability describes the rights and responsibilities that exist between people and the institutions that affect their lives, including governments, civil society and market actors. Social accountability specifically describes processes involving the public and civil society attempting to hold authorities and responsible parties accountable for their actions (Newell 2006). Under the right conditions, social accountability approaches have been shown to have positive impacts on service delivery, public engagement with authorities, and engagement with the public in proactive efforts to resolve public policy challenges.

The work needs to commence by mid-September 2024 and be completed by the end of March 2025.

Key milestones	Dates
Kick off meeting	By 13 September 2024
Workshop	By 14 February 2025
Draft report	24 February 2025
Final report	17 March 2025
Final presentation – NE plus	By 31 March 2025

Requirements

The delivery of Biodiversity Net Gain (BNG) is a priority of the UK Government [Environmental Improvement Plan](#) (2023) and the [Natural England Action Plan 2023 to 2024](#). BNG is largely a planning matter, Natural England is not a statutory consultee for BNG but is responsible for the delivery of Biodiversity Net Gain services, working with DEFRA, Local Planning Authorities and other stakeholders. Natural England's role encompasses that of Register Operator running the

gains site register and Credit Sales Service provider, selling statutory biodiversity credits. NE is also responsible for overseeing Monitoring & Evaluation of BNG at a macro-level and is supporting Government on the wider implementation of BNG.

This project responds to an appetite in the Natural England BNG team, for early lesson learning to inform improvements to delivery and specific lesson learning on how to mobilise public interest to keep the policy on track.

This project will also contribute evidence on the application of accountability mechanisms to strengthen delivery in the sector. Providing lessons for NE and the sector on how to better support the focus on delivery, accountability, transparency set out in the Environmental Improvement Plan (2023) and the [25 Year Improvement Plan](#) (2018).

- “Driven by data and dashboards, this will be a decade of delivery with target-led, targeted actions towards leaving our environment in a better state than we inherited” (EIP 2023 p6).
- “Transparency and accountability are key features of successful reform programmes and will be built into our environmental reforms”.
- “A commitment to close working across government departments, local authorities, businesses, the public and other stakeholders to oversee delivery at a strategic level”.

Biodiversity Net Gain (BNG)

Biodiversity Net Gain became mandatory starting from 12 February 2024 for major developments under the Town & Country Planning Act (TCPA) and extended to minor development from 2nd April 2024. BNG is designed to make sure that developments leave habitats in a better state for wildlife than before (EIP 2023 p20).

Developers are required to deliver a BNG of 10% through prioritised steps: i) Creating biodiversity gains on-site ii) delivering gains off-site on their own land or through off-site biodiversity units on the market iii) buying statutory biodiversity credits from Natural England. Developers can combine the 3 options but must prioritise in the order set out (biodiversity gain hierarchy). Landowners are legally responsible for managing habitats for 30 years from the completion of development.

Commitments for off-site gains must be recorded in the [registry](#) managed by Natural England. There is currently no requirement to register on-site gains. Responsibility for enforcing the agreements is through a legal agreement with the landowner and the Local Planning Authority (where a planning obligation secures on-site or off-site gains) or a conservation covenant. The Local Planning Authority (LPA) or responsible body are required to check that gain plans match those in the registry and to monitor whether the landowner is meeting their obligations and take action if they do not ([Gov.uk BNG](#)).

Needs analysis.

The team have identified several areas of interest or concern around the creation, enhancement and maintenance of habitats and long-term delivery of BNG.

- The monitoring and enforcement, including checks against the registry.
- The transparency of the national public register of gain sites.
- Transparency and accountability if on-site gains, not currently on the register.
- Good stewardship and engagement of communities in co-design and ongoing co-management of places.
- Increasing confidence and trust among stakeholders.

These have been identified as areas that could benefit from strengthened accountability mechanisms, including to the public. Drawing on conceptual models and evidence on accountability – such as the five key elements of social accountability: state action; citizen action, supported by three “levers”: information, interface, and civic mobilization (Grandvoinnet et al 2015: 3).

References

DEFRA (2018) 25 Year Environment Plan

DEFRA (2023) Environmental Improvement Plan

Grandvoinnet et al (2015) Opening the black box; the contextual drivers of social accountability. World Bank.

[Newell et al \(2006\) Making Accountability Count. IDS policy brief.](#)

[GOV. UK Understanding Biodiversity Net Gain](#)

Specific objectives and deliverables

The **aim** of the project is to apply a conceptual model of social accountability to Biodiversity Net Gain in order to i) explore whether and how such a model could improve delivery, and ii) provide practical lessons on the application of social accountability models to strengthen delivery across NE and the sector.

Research questions:

- What are the opportunities and constraints for social accountability in BNG?
- What actions and mechanisms can be identified to strengthen the different elements of social accountability with regard to BNG?
- What benefits can these bring to interested parties and stakeholders?

Natural England is looking for contractors to design a method of co-creation and conduct collaborative research that responds to these objectives and deliverables set out below. Applicants will be expected to demonstrate:

- a track record in delivering high quality research on social accountability and its application.
- primary and secondary social research expertise relating to the methods proposed.

The project components may include, but do need to be limited to the following:

Phase I: Co-create and agree research design.

Develop and agree the final methodology with the steering group, building on the approach set out in the proposal. The process may include key interviews to refine research questions, the method and identify the main stakeholders.

Phase II: Review of BNG social accountability

Explore BNG policy and guidance and its application at the national and local level through document review and a limited number of key interviews. The process may include mapping the

opportunities and constraints for social accountability against a conceptual model of social accountability and positioning them within the broader context of BNG accountability systems.

Phase III: Identify social accountability actions and mechanisms with stakeholders.

This is intended to be the main body of the research. Identify and review specific actions and mechanisms to strengthen accountability for BNG, through interviews and focus groups with key stakeholders, including developers.

The case studies should include place-based actions and mechanisms, where development has already begun or been completed. The research may explore how the actions and mechanisms worked in practice, views from different stakeholders and any effects of the actions or mechanisms.

The sample of case studies (not less than 3) should include different elements of social accountability and different stakeholders.

Phase IV: Workshop to review identified examples of accountability actions and mechanisms against a framework for strengthening accountability – particularly accountability to publics.

The workshop should be designed to share existing practice and provide a forum for collective discussion of how identified actions and mechanisms fit against a social accountability conceptual model and contribute to delivery.

The workshop may explore where there is potential for adaptation, replicability, scale and any gaps. As well as the needs across diverse size developers and different stages of the BNG process (e.g. from development to management).

The workshop may include participants from across different stakeholders including, larger developers, management agencies, SMEs as well as local councillors and LPAs.

The workshop is also intended to provide direct benefits to participants, through informed feedback on existing actions and mechanisms and lessons from evidence and good practice.

Deliverables

- Workshop to a cross cutting external audience (including planning authorities, ENGOs, developers, management companies, NE, EA, DEFRA) to share findings, identified examples and catalyse more action for accountability in BNG. This could be at the national level or focused on a particular place.
- Industry facing report / blog and in person presentation during an industry event.
- Local Planning Authorities online presentation.
- Technical report including methodology, BNG findings, including case studies and wider lessons.
- Final presentation Natural England and invited participants. Likely to be online.

The project will be designed and delivered by a management group comprising Isabelle Cardinal (Principal Specialist Social Science), Nicholas White (NE BNG lead), Gregg Smith (NE BNG M&E lead). The project will be overseen by a steering committee comprising BNG leads on national policy and selected area. The steering committee will have TORs and be involved from kick off.

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 yr 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

The project will be managed by a contract manager with oversight from a steering group. We envisage two weekly updates through email and/or teams calls with the project manager (Principal Specialist Social Science) and regular meetings with the steering committee to support the design and deliver of the research and use of the research for internal and external influencing.

Deliverables	Responsible Party	Dates
Kick off meeting	Supplier	By 13 September 2025
Workshop	Supplier	By 14 February 2025
Draft report	Supplier	24 February 2025
Final report	Supplier	17 March 2025
Industry facing report blog and presentation	Supplier	By 31 March 2025
Local Planning Authorities online presentation	Supplier	By 31 March 2025
Final presentation – NE plus	Supplier	By 31 March 2025

Appendix 3: Charges

Table 1: Commercial Response (to be completed by Supplier)

Description of Tasks and / or Products	Cost per unit / dav	No.	Total
Redacted under FOIA Section 43 Commercial Information			

Redacted under FOIA Section 43 Commercial Information

Overall total	£ 49,991
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Appendix 4: Processing Personal Data

Contract:	[XXXX]
Date:	[XXXX]
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
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	