

# Standard Contract for Goods and/or Services - Order Form

1.	Purchase Order Number	TBC	
2.	Customer	Natural England	
3.	Contractor(s)	Jeremy Benn Associates Limited (t/a JBA Consulting) 1 Broughton Park, Old Lane North, Broughton, Skipton, North Yorkshire, BD23 3FD	
4.	Defra Group Members	The following Defr	a Group members will receive the benefit of the Deliverables:
		Natural England	
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): a) this Order;	
		b) the terms and conditions at Appendix 1; and	
		c) the remaining Appendices (if any) in equal order of precedence.	
6.	Deliverables	Applicable Deliverables	Goods Only: □ Services Only: ⊠ Good and Services: □
		Goods	
		Services	Description: in Appendix 2 – Specification
			Date of services – as below
7.	Start Date	12 August 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 – Charges. The Charges are fixed for the duration of the Agreement.
10.	Payment	Payments will be made to Jeremy Benn Associates Limited (t/a JBA Consulting).
		Total contract value at award is £36,450.
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	For general liaison your contact will continue to be
	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 2 weeks
		• The Contractor shall provide the Customer with progress reports every 3 months
16.	Address for notices	Customer: Contractor:
		Redacted under FOIA Section 40 Personal Information
17.	Key Personnel of the Contractor	Key Personnel Role: Key Personnel Contact Details:
		Redacted under FOIA Section 40 Personal Information
-	Procedures and Policies	N/A
19.	Special Terms	N/A
20.	Additional Insurance	N/A
21.	Further Data Protection	The further data protection provisions contained within Annex 4 of the terms and
	Provisions	conditions are applicable to this Agreement where indicated below:

Yes: □ No: ⊠	
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	Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
	Name <sup>.</sup>	Name <sup>.</sup>
R	ledacted under FOIA Section	on 40 Personal Information
	Date: 12/08/2024	Date: 09/08/2024
R	edacted under FOIA Section	ion 40 Personal Information

### **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the <u>Natural England Website</u> 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 statutory advisor for the natural environment, playing a vital role in delivering the Government's <u>25 Year Environment Plan</u>. This describes an ambitious vision, bringing new opportunities to protect and enhance, and to achieve real outcomes for the environment.

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.

Natural England's priorities aim for thriving nature for people and planet, with people connected to the natural environment for their own and society's wellbeing, enjoyment and prosperity. It also prioritises improvements in the natural capital that drives sustainable economic growth, healthy food systems and prospering communities. Further information about the Authority can be found at: <u>Natural England</u>.

### **Background to this work**

Natural England's forthcoming *State of Natural Capital Report* (SONC) uses the best available evidence to report on the state of, and risks to, England's natural capital. It is specifically aimed at an audience across UK government departments, which includes both environmental and non-environmental professionals. The report sets out the risks to England's ecosystems, and the benefits they provide, and the consequences of further environmental degradation for six specific policy areas: economic resilience, Net Zero, food security, health and wellbeing, climate adaptation, and water security. This is further supported by the Natural Capital Risk Register technical report, which details the methodology behind assigning risk levels to natural capital assets and benefits from nature, based on past and current/ongoing drivers of change.

The SONC presents 'natural capital risk evidence'. This involves assigning risk ratings (one of low, medium, medium-high or high) to our ecosystem assets (e.g. woodlands; freshwaters and wetlands) and the benefits they provide (e.g. pollination; timber; climate regulation). These risks ratings are informed by the impact to date, and current/ongoing impact, of the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services (IPBES)' direct drivers of change to biodiversity and ecosystems. These are land/sea-use change, resource use and exploitation, pollution, invasive species, and climate change. For the six policy areas outlined above, the SONC highlights how the delivery of their objectives is dependent on benefits from nature, and sets out which of these benefits are at highest risk from the drivers of change. It sets out the consequences of losing these benefits, and opportunities to protect and enhance those benefits and thereby build resilience into policy delivery. We want this evidence to have an impact on decision-making, so decisions take account of nature and nature-related risks, using and influenced by the evidence in the SONC.

Aim

The aim of this contract is twofold. We would like to understand how the SONC's natural capital risk evidence (on risks to ecosystems, and risks to benefits from nature) fits into the national risk space (e.g., guidance like the Orange Book, work on acute risks including the National Risk Register, ongoing work on <u>chronic risk</u>). We also want to investigate how natural capital risk can be best presented for application in strategic risk management frameworks, for those who use risk evidence in their decision-making.

Risks to natural capital assets, and risks arising from the degradation of natural capital assets, are not consistently included in strategic risk management. Opportunities exist to improve the use of this evidence. This contract will develop recommendations for ways in which natural capital risk evidence can best be framed, for use by those working on risk across different scales. The contractor will use the evidence presented in the SONC and the Natural Capital Risk Register alongside relevant external frameworks, reports and expertise to develop this.

It will also develop Natural England's understanding of the opportunities and barriers to using natural capital risk evidence in strategic risk management, providing Natural England with the information needed to instrumentalise the use of the evidence in SONC going forward. It will point to 'hooks' in existing guidance and frameworks, and who we would be best placed to partner with to achieve the integration of natural capital into risk management. It will develop Natural England's understanding of the risk landscape, ways of thinking about risk at different scales, and effective communication with risk professionals to engage on the topic of natural capital risk evidence.

There are two key sets of stakeholders we would like to engage with – risk professionals who work with risk at a national or strategic level and develop risk assessment methods, guidance, and the theoretical frameworks relevant to risk; and those that apply risk in their decision-making and appraisal of projects, policies, and programmes.

Topics and materials to be investigated throughout the contract will include (but not be limited to):

- Guidance including The Orange Book, National Audit Office's Good practice guide Overcoming challenges to managing risks in government, the Government Risk Profession's <u>Risk</u> <u>Management Strategy and Delivery Plan</u>.
- Risk management in policy appraisals including The Green Book and Green Book Climate Change supplementary guidance.
- National acute risks e.g., the National Risk Register.
- National chronic risks (<u>https://www.gov.uk/government/publications/integrated-review-refresh-2023-responding-to-a-more-contested-and-volatile-world</u>).
- Environmental risk assessment e.g., the Climate Change Risk Assessment, Green Finance Institute's UK Nature-Related Risk Inventory.
- The National Adaptation Plan published in response to the Climate Change Risk Assessment.
- Corporate environmental disclosures e.g., the Taskforce for Nature-related Financial Disclosures, Corporate Sustainability Reporting Directive's European Sustainability Reporting Standards.
- Decision-making in business (e.g., <u>\*Business-Decision-Templates FINAL2024.pdf</u> (capitalscoalition.org))
- Departmental risk management frameworks related to the six SONC policy areas.

The contract will provide recommendations for Natural England to effectively communicate and present externally the SONC evidence on natural capital risk in a way that facilitates its integration into risk management frameworks. This will involve identifying where natural capital risk evidence can be integrated, what the barriers are to doing this, and how it needs to be presented to overcome these barriers. These recommendations will be a product of contractor expertise and research, knowledge exchange activities, and detailed case studies. **Objectives** 

- Understand how the SONC natural capital risk evidence fits into existing guidance, frameworks, and work on risk (chronic, acute, and strategic), in the development of policies, programmes and projects.
- Via knowledge exchange activities, collaborate with the risk community/risk experts to identify robust ways to use natural capital evidence to assess and manage risks to society, the economy, and national security.
- Develop case studies for three examples of existing guidance, frameworks, or work on risk, across different scales (i.e. national acute and/or chronic risk; nature-related risk; departmental risk management), where there is potential for the SONC risk evidence to impact how risk is approached and considered, to take account of natural capital-related risks and dependencies. Within each case study, explore the barriers and opportunities for integrating the SONC risk evidence into risk management.
- Using information from the other contract outputs, develop a set of recommendations for Natural England on how to make the SONC risk evidence effective and usable in strategic risk management (including risk management for policies, programmes and projects) at the three scales outlined above.

### Outputs

The table below provides a summary of outputs and expected deliverables. A detailed breakdown can be found below.

Output	Ref	Deliverable	Format	Date for submission of 1 <sup>st</sup> draft
Review of the risk management and assessment landscape	1	Review of government and non-government guidance, frameworks, and work on risk	Review	27 Sep 2024
Knowledge exchange activities with i) national experts who develop risk	2a	Knowledge exchange activities plan	Proposal presented to the steering group	14 Oct 2024
guidance and frameworks, ii) decision-makers who apply risk management in	2b	Organisation and facilitation of knowledge exchange activities	Knowledge exchange activities	Nov 2024
decision-making where the SONC has identified high dependencies on nature (including, but not limited to, the six SONC policy areas). Activities will focus on where natural capital risk could impact on risk management.	2c	Post-activities report, including participant feedback	Report	29 Nov 2024

3 case studies on the integration of natural capital risk evidence at	За	Organisation and facilitation of workshops	Online workshop for each case study	Dec 2024/Jan 2025
different scales	3b	Case studies report	Report	10 Jan 2025
	3c	Discussion of commonalities and transferable learnings from case studies	Facilitated discussion; report	21 Jan 2025
Recommendations to	4a	Synthesis report	Report	14 Feb 2025
Natural England for using SONC natural capital risk evidence in strategic risk management	4b	Recommendations and next steps for Natural England	Written recommendation s	14 Feb 2025

### **OUTPUT 1 – Review of the risk management and assessment landscape**

- 1. Identify c.12-15 examples across different sectors and scales, where SONC natural capital risk evidence is able to fit into or inform existing guidance, frameworks, and work on risk.
- 2. Divide the list into two categories:
  - a. **Government** to comprise UK Government risk assessment, and risk management guidance and processes (e.g., The Orange Book, Climate Change Risk Assessment, National Audit Office, National Risk Register, government approaches to chronic risk and resilience, departmental guidance or risk management, risk assessment in policy appraisal).
  - b. Non-government to include work on wider environmental risk assessment and management (e.g., Green Finance Institute's Nature-related Risk Inventory, Taskforce for Nature-related Financial Disclosures, European Sustainability Reporting Standards).
- 3. For each example, produce a short (~1 page) summary, structure to be agreed with the project steering group, to include answers to the points below (where relevant):
  - Identify if the guidance/framework/process etc. is subject to rapid change or is stable (e.g., will it likely still be in place for 2030).
  - Identify points where evidence is used in each example, and where natural capital risk evidence could be usefully integrated.
  - Identify if risks to natural capital are also risks to the societal outcomes of the framework.
- 4. Develop prioritisation criteria, to be agreed with the project steering group, to establish where there is the greatest potential for natural capital risk evidence to be impactful in its use.
  - a. Apply these criteria to produce a prioritised list.

# OUTPUT 2 – Knowledge exchange activities with i) people who work on risk strategically and/or nationally, and ii) people who apply risk management in their decision-making

- 1. In collaboration with the project steering group, identify two sets of stakeholders:
  - a. People who work on risk strategically and/or nationally and develop risk assessment methods, guidance, and theoretical frameworks relevant to risk; academic/institutional experts in the topic.
  - b. Decision-makers who apply risk management in decision-making (e.g. appraisal of policies, programmes and projects) where the SONC has identified high dependencies on nature (including, but not limited to, the six SONC policy areas)

- 2. Develop a plan for one knowledge exchange session with each group of stakeholders (total: two sessions), focusing on exploring opportunities and barriers to using natural capital risk evidence in assessing and managing risks to society, the economy, and national security.
  - a. The plan must include a proposal of activities, invitees, timings, and communications (pre- and post-activity). This includes a proposal for how to maintain relationships with stakeholders for input into knowledge exchange activities in Output 3.
  - b. The plan will be co-developed with, and ultimately signed off by, the project steering group.
- 3. Organise and facilitate knowledge exchange activities in accordance with agreed plans.
  - a. Evaluate knowledge exchange activities to inform development of workshops in Output
     3.
- 4. Produce a report on the outcomes and participant feedback from the knowledge exchange activities, to meet the requirements of the project steering group. This should be shared with participants once signed off by the steering group.
- 5. Follow up with stakeholders after activities at appropriate intervals, agreed with the project steering group. For example, to include in Output 3 activities, and to inform Output 4.

# Output 3 - Case studies and knowledge exchange activities on the integration of natural capital risk evidence into existing guidance, frameworks, or work on risk

- 1. Identify three examples across different scales where there is highest potential impact from incorporating SONC risk evidence.
  - a. These examples to be drawn from the review and prioritised list produced in Output 1, informed by information gathered in Output 2 relating to opportunities and barriers, and decided in collaboration with the project steering group.
  - b. The case studies must cover a breadth of topics and scales to explore how SONC natural capital risk evidence can inform: national-scale risk (e.g. National Risk Register); nature-related risk assessments (e.g. Green Finance Institute); and risk management for policies, programmes or projects (in government departments).
- 2. Develop a plan for workshops (in person or online) for each case study, to explore how natural capital risk evidence can be used within these examples. This plan will be signed off by the project steering group.
  - a. Attendees will be drawn from Output 2 and any other recommended contacts from the project steering group and the contractor.
- 3. Coordinate and facilitate knowledge exchange activities.
- 4. Produce written case studies for these three examples. These must be written to a standard which could be published by Natural England, following internal writing and style guidelines.
  - a. To be developed using expert opinion, contractor expertise, research, and engagement, including gathering input from knowledge exchange activity attendees and any other relevant stakeholders.
  - b. The content of the case studies must include:
    - i. How natural capital risk evidence could be presented for application in this topic area.
    - Barriers or challenges, for integrating SONC evidence into risk management.
       These challenges could be cultural, value-related or capability and skills based as well as the evidence per se.
    - iii. Opportunities for integrating SONC evidence into risk management.

- iv. Input from stakeholders. Insight as to how guidance is applied and how they want to receive evidence to use in these processes.
- v. Learning which could be applied to similar types of guidance, frameworks, or work on risk.
- 5. Facilitate a discussion with the project steering group, wider project team, and key Natural England colleagues on commonalities and transferable learning identified from these case studies.
  - a. Prior to the discussion, draft versions of the written case studies should be shared with the project steering group.
  - b. Following on from this discussion, produce a written synthesis of commonalities and transferable learning.

# Output 4 – Recommendations for using natural capital risk evidence to inform decision-making

- 1. Produce a report, synthesising learnings from the contract, to include:
  - a. Synthesis and discussion of learnings from across Outputs 1-3, pulling together common themes and insights.
  - b. End of contract report on overall process and development of outputs.
- 2. Produce a set of recommendations for Natural England to take forward, based on learnings from research, contractor expertise, the case studies, and knowledge exchange activities.
  - a. These recommendations for next steps for Natural England to be co-developed with experts from knowledge exchange activities and the project steering group.
  - b. The synthesis to non-exclusively include discussion and consideration of the following:
    - i. How can the SONC natural capital evidence be formatted, designed, delivered and/or communicated to maximise impact in risk management?
    - ii. How can we overcome the challenges identified in outputs 2 and 3 in terms of using natural capital risk evidence?
    - iii. How can we develop the natural capital risk evidence we have, to be better integrated into strategic risk management?
    - iv. What are the priority opportunities for future focus for integration of natural capital risk into strategic risk management?
    - v. What is the best way to represent natural capital-related risk for its inclusion in risk assessment and management for policies, programmes, and projects?
    - vi. What are the priority, actionable next steps for Natural England to bring the SONC natural capital risk evidence into decision-making?
    - vii. Who are the key people that Natural England should prioritise engagement with?

### Once let, the contract will be expected to meet the following key milestones:

Milestone	Description	Date
MS1	Inception meeting (w/c 12 <sup>th</sup> August 2024)	23rd August 2024
	and submission of project inception plan	
MS2	Submission of first draft of output 1	27th September 2024
MS3	Knowledge exchange activities and	29th November 2024
	submission of first draft of post-activities	
	report (output 2)	
MS4	Submission of first draft of output 3	21st January 2025
MS5	Submission of first draft of output 4	14th February 2025
MS6	Final draft of all outputs	14th March 2025

The project will be managed through regular meetings between the supplier and Natural England Project Manager. The contract will be managed through the following process:

- A project inception call (using Microsoft Teams) between Supplier and project steering group to discuss the proposed method and timeframe, and set-up of processes including communication and risk management. To take place w/c 12th August 2024.
- Fortnightly meetings (using Microsoft Teams) to maintain contract to discuss progress and any issues. 1 working day before each meeting the Supplier should provide an agenda, updated risk register, and bulleted update on progress on the outputs, highlighting any issues with progress.
- Steering group meetings expected to be held every six weeks.

Any delays to the delivery of the timetable during the contract should be immediately raised via email and discussed with the Natural England Project Manager.

#### **Appendix 3: Charges**

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.

Invoices can be submitted at intervals throughout the project on completion of the following project milestones:

Payment of 25% of the total contract value will be made on completion of MS2 and MS3. A second payment of 25% will be made on completion of MS4. The remainder (50%) of the invoice will be paid on receipt of a detailed invoice following completion (to the satisfaction of the Natural England Nominated Officer) of MS6 detailed above, and formal acceptance of the specified outputs.

### Payment schedule

Milestone	Deliverable required for payment	Payment %
MS2 <i>,</i> MS3	Draft of outputs 1 and 2	25
MS4	Draft of output 3	25
MS6	Delivery and acceptance of all outputs	50
Total		100

### **Appendix 4: Processing Personal Data**

Contract:	Not applicable
Date:	Not applicable
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	Not applicable
Subject matter of the processing	Not applicable
Duration of the processing	Not applicable
Nature and purposes of the processing	Not applicable
Type of Personal Data	Not applicable
Categories of Data Subject	Not applicable
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Not applicable
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	Not applicable
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	Not applicable