

CONTRACT FOR

**Designing and Producing a State of Natural
Capital Report and related communication
products**

DATED: 06.11.2023

THIS CONTRACT is dated

BETWEEN

- (1) **NATURAL ENGLAND** of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “**Authority**”); and
 - (2) **KAIZEN DALE LTD**, registered in England and Wales under number 15191364 whose registered office is Office 017, Ealing House, W5 3HJ (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 6th November 2023 (the “**Commencement Date**”) and ends on 31st 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 invoices according to the agreed payment schedule - 50% of the payment will be made following completion of outputs 1-3, and the remaining

50% will be made when the final outputs are provided at the end of the contract.
Invoices should be submitted 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 1 month.

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 re-schedule 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.
- 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, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 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 co-operate, 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 non-binding 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 main requirement of the contract is to support NE to bring the SONC report alive through data visualisation, design and storytelling. This contract will have three main objectives:

1. **To design the main SONC report to be publication ready.**
 - Collaborate with NE to develop and design the SONC report. The report should be striking, engaging and use graphic design and imagery to effectively communicate key messaging and findings. The report must be produced in a publication-ready format. It must meet ne branding and literature requirements and accessibility requirements.
2. **To co-develop the SONC narrative and key messages.**
3. **To co-develop and design standalone additional communication and engagement materials, to support report promotion.**
 - The material should summarise the report's findings and messages for key sectors and stakeholders. It will be used to support communication and engagement work in sharing the report's findings.
 - The material needs to be accessible, jargon free and inspire people to act.
 - The format of the materials should be relevant for various communication channels and engagement events, such as website pages, webinars, 121 meetings, roundtables, etc.
 - Specific communication materials anticipated include:
 - Policy summaries, used for summarising evidence and key messages.
 - Slide decks summarising report outputs for specific sectors/policy areas.
 - Short explainer video/animation.

The graphic design and imagery used should ensure the report is visually engaging, communicates key messages and summarises evidence for different sectors and target audiences. The supplier will be expected to provide design expertise to enhance the report and associated products through basic design principles of 1) presentation layout, 2) imagery, 3) typeface, 4) colour choice.

The supplier will further design and develop additional communication materials that can speak to and engage specific audiences and sectors. The communication materials are anticipated to be both standalone and appended to the report. They will need to synthesise the evidence and be 'brain-friendly'.

The communication material will include a short, high-quality explainer video (circa 3 minutes). This will be used as a promotional tool to share with internal and external stakeholders to share key messages, findings, and evidence within the report. The video should hopefully leave viewers informed and inspired to take action.

PROJECT INCEPTION

The project will commence with a project inception call between Natural England and the supplier to discuss aims and objectives, the proposed approach, initial design ideas and timetable, risk mitigation, progress reporting, and lines of communication.

OUTPUT 1: DESIGN AND PRODUCTION OF DRAFT REPORT

1A – Facilitate design meeting(s)

This task involves leading initial design meetings with NE specialists to unpack the design brief and design goals for the report, and scope the development of additional communications products. Discussion will include:

- Understanding the audiences and sectors the report is aimed at,
- Unpacking the goal and type of imagery to be used in the report,
- What we are trying to achieve, and what audiences we are trying to land this report with (defining the target audiences and sectors), *and*
- Working through the types of additional materials that could be produced, and that would be useful for communicating or key messages and evidence.

1B – Produce draft structure for SONC report

This task will produce a draft structure and design for the SONC report, using the initial draft report content provided by the NE team on **10/11/23**. The report layout should support the reader in navigating the report, helping them to quickly identify key evidence and minimise fatigue.

The supplier should provide proposals for types of imagery (photographs, graphs, sketches, scenarios, infographics, and icons etc.) to complement text and effectively visually communicate evidence in the report. The photographs used in the report should be selected to reflect the NE's commitment to equality, diversity, and inclusion (EDI), and should be of the highest possible quality. Relevant permissions (copyright, attribution etc.) should be sourced and recorded for all photographs used.

The draft report structure is expected to include a layout and attractive design for a:

- 1-page foreword
- 1-page natural capital language sheet
- 3-page executive summary
- 12-page report summary
- 80–120-page full report

The 80-120-page full report will be broken into sections – subject to change, but currently expected to include an introduction, risks section, state of natural assets section, and opportunities for policy areas section. The above will include developing and designing:

(NB all quantities are approximate, to give an indication for tendering, and can be changed at discretion of NE Project Manager)

- A contents page with hyperlinks for easy access to different report sections.
- Icons – with different shapes and colours for each group, for:
 - 17 ecosystem services,
 - 5 direct drivers of change,
 - 8 nature recovery opportunities.
- 25 tables summarising data and evidence in a simple and compelling way.
- 3 central infographics, using data visualisation to communicate key findings in the executive summary:
 - Reporting risks for provision of nature's benefits from ecosystems.

- Reporting trends and drivers of change for broad ecosystems.
- Summarising nature recovery opportunities.
- 8 summary sheets (1-page each) for key national risks linked to natural capital.
- 8 indicator dashboards (1-page each, 1 dashboard per broad ecosystem), each containing graphics summarising 15-30 indicators. More detail is provided on this report element below.
- List of nature recovery opportunities for 7 different policy areas.
- Illustrations for 7 different policy areas, showing which indicators to look at for each policy area.

1B.i – Indicator Dashboard

The supplier should present multiple visual graphic solutions and design ideas for an **indicator dashboard** (see undesigned mock-up in annex 4). The dashboard will present indicators in graphic (graph/icon/textbox etc.) format to communicate evidence to non-specialist audiences.

Indicator graphic templates generated in R will be provided by NE in editable vector format (i.e., Scalable Vector Graphics), along with associated R scripts. The supplier should edit these as appropriate (colour, font, theme etc.) to fit with the overall design of the report, and to produce an attractive dashboard.

The final graphics for each indicator can be created using R, and the code used should be saved along with accompanying technical and plain English instructions in a separate written document. In-house NE analysts should be able to reproduce the graphic outputs from this task for the same indicators in future SONC reports.

8 dashboards (1-page each) will be generated – 1 per broad ecosystem, to be included in the ‘state of ecosystem assets’ section of the report. Each dashboard will be expected to summarise and present up to 15-30 indicators. The supplier should resolve how to present the graphics to cover most/all the indicators for a broad ecosystem in a single A4 format, and present NE with example options for comment and approval.

The draft report will use an NE template (zip file to be supplied by NE). The templates are created in Adobe InDesign. If the supplier uses software other than InDesign (Quark, Freehand etc.), an associated PDF file will be provided within the zip file showing how to set up the artwork. The zip file will also contain an EPS file of the Natural England logo.

The draft report must also meet the following NE requirements:

- NE visual identity guidelines (annex 5)
- NE writing and style guidelines (annex 6)
- NE literature guidelines (annex 7)

Throughout this task, the supplier should present their design options and progress to-date at fortnightly meetings to the NE team for comment.

OUTPUT 2: DEVELOPMENT OF NARRATIVE AND KEY MESSAGES

This output will support NE to develop a compelling storyline throughout the report, with focus on delivering simple, concise messages. The supplier will facilitate an internal workshop to identify the key messages, and link these to different sectors and audiences.

This element will draw on outputs from other workstreams on stakeholder mapping and engagement, provided by NE.

2A – Facilitate internal workshop

This task will involve facilitation of a ‘key messaging workshop’ with the SONC delivery team, to draw out the key messages in the report. The aims of the workshop include:

- Pulling out key messages in the report, ensuring that the key messages and storyline are consistent and reinforce each other.
- Identifying an *overall* message and/or strap line to convey this message to the audience (as in the [Lawton](#) report: more, bigger, better, and joined)
- Identifying key messages for general audiences, and specific target audiences.

The supplier should prepare a workshop plan (defining what needs to be achieved, and how this will be achieved), and facilitate the workshop, ensuring all relevant points are recorded.

2B – Produce key message lists

This task will involve using the information gathered from task 1a, plus information from prior stakeholder mapping/engagement work carried out by NE, to produce a set of key message lists. These should then be communicated within the report and additional communication materials.

Three lists should be produced:

- Overall key messages
- Key messages for general audiences
- Key messages for sector-specific audiences

NE will provide a list of sector-specific audiences to focus on.

OUTPUT 3: DEVELOPMENT AND DESIGN OF ADDITIONAL COMMUNICATION AND ENGAGEMENT MATERIALS

3A – Scope and mock-up additional comms materials

In this task, the supplier will use the output from task 1a to propose and present mock-ups of options for additional communication materials, for feedback from the NE team.

These materials should be able to stand alone, communicate our key messages and evidence in a dynamic and engaging way, and should be tailored to specific audience(s).

The communication material mock-ups should include as a *minimum*:

- Summary for policymakers.
- Single-page sector-specific infographics (sectors to be specified by NE).
- ‘How to use this report’ guide.
- Slide deck(s) summarising key messages (developed for a general audience, internal NE audience, and sector-specific audiences)
- Storyboard for a high-quality, short (>3 min) explainer video summarising the key messages and evidence of the report, in a striking and engaging way. Examples include [UN Environment Programme on LinkedIn: #generationrestoration | 10](#)

[comments](#) & [Cable Cars For Paris Commuters To Launch By 2025 | World Economic Forum \(weforum.org\)](#), but suppliers are encouraged to propose their own ideas for making the video eye-catching and interesting (e.g., animation, stop-motion).

Other ideas include dynamic click-through stories (e.g. [Stephen Curry: The 'little guy with skinny arms' who changed the sport of giants \(bbc.com\)](#)) to effectively communicate specific messages, and additional infographics (e.g. [Infographic – State of Nature](#) & [When Sea Levels Attack! — Information is Beautiful](#)) to share on social media and similar platforms. The supplier is encouraged to propose additional communication materials to those suggested above, and they should explain the types of communication and engagement materials with which they are specialist and experienced at proposal stage.

3B – Agree additional comms materials

In this task, the supplier and NE will use the mock-ups to agree on a set of standalone communication materials, to be produced alongside the final report.

An additional meeting may be required to link the materials to the key messages lists produced in task 2b, to ensure that the final set will be able to effectively communicate the key messages to target audience(s).

Once the package of products has been agreed, the supplier will work with NE to determine a schedule for the provision of written content for these materials.

OUTPUT 4: PRODUCTION OF FINAL VERSIONS

4A – Produce final report

This task involves the delivery of a final report which is ready for publication. Comments on the draft structure will be addressed, and the final draft content provided by NE should be transformed into a publication-ready formatted report.

NE will provide updated draft content on **12/12/23**, and the final draft content on **22/01/24**. The first draft of the final report should be presented to the NE team for comment by **29/01/24**. The supplier should provide the final drafts (with amendments made following feedback) by **21/02/24**. NE may make small revisions to the final draft content following 22/01; however, any changes at this stage are expected to be minor.

- The final version must meet all requirements listed in the Natural England style guidance (as listed in task 1b). This includes the use of Megano font (we can supply a short-term non-affiliate licence if the supplier requires this).
- The final version must include all checks to ensure accessibility requirements are met according to NE/DEFRA publication standards and guidance.
- All references and annexes should be formatted and proof-read.
- The entire report should be proof-read, including technical annexes.

This task will include provision of the following:

- a print-ready PDF of the publication for the printers.
- a web version PDF.
- a copy of the original artwork (including all high-resolution images, illustrations, and any other graphical elements such as maps, charts etc) in

either 'Quark or InDesign' formats. This will enable any future amends to be carried out in-house at no cost.

4B – Produce final additional communication and engagement materials

This task involves producing the final communication materials agreed in task 3b.

All content should be provided in both editable formats (e.g., Word documents, Quark or InDesign format for artwork) and publication-ready formats (e.g., PDFs, JPEGs).

The explainer video should be provided in a web-ready file format for YouTube (master sequence(s) in the following format: QuickTime H265 at 20MBS minimum).

Documentation should also be kept of all licensing, credits, and copyright information in the video, and in any other media (e.g., photographs) used during production of the main report and communication materials.

The first drafts of these materials should be presented to the NE team for comment by **17/01/24**. The supplier should provide the final drafts (with amendments made based on i) receipt of final draft content, and ii) feedback) by **21/02/24**.

The contract will be carried out as laid out in the Request for Quote (above) and Kaizen

Redacted under FOIA Section 43, Commercial Information

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**

Total Price: £42600.

Redacted under FOIA Section 43, Commercial Information

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

SIGNED for and on behalf of the

AUTHORITY

Redacted under FOIA Section 40, Personal Information

SIGNATURE.

NAME

Position

SIGNED for and on behalf of the

SUPPLIER

SIGNATURE..

NAME