

Standard Contract for Goods and/or Services - Order Form

Peak District Dales SAC Protected Site Strategies Pilot – Effectiveness of agrienvironment schemes in delivering condition of the dales: Part 2-Field monitoring

1.	Purchase Order Number	To be confirmed		
2.	Customer	Foss House		
		Kings Pool 1-2 Peasholme Green		
		York		
		YO1 7PX		
3.	Contractor(s)	Penny Anderson As	sociates Ltd	
		Park Lea		
		60 Park Road Buxton		
		Derbyshire SK17 6SN		
4.	Defra Group Members	The following Defra 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.		
		referenced at Appendix 1 and shall come into effect of the start bate.		
		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 Goods Only: □		
		Deliverables	Services Only: ⊠	
			Good and Services: □	
		Goods Outputs as described in Appendix 2 : Specification of		
		Requirements for the following sites only:		
		Topley Pike and Deep Dale SSSI, Long Dale and Gratton Dale SSSI, Coombs Dale SSSI, Via Gellia Woodlands SSSI		
		Electronic forms, scanned forms, spreadsheets, GIS shapefiles		

		To be delivered Redacted under FOIA Section 43 Personal Information	
	Date of delivery: 18 November 2024		
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	Services Outputs as described in Appendix 2 : Specification of Requirements for the following sites only:		
		Work to be carried out within specified units of Topley Pike and Deep Dale SSSI, Long Dale and Gratton Dale SSSI, Coombs Dale SSSI, Via Gellia Woodlands SSSI and premises:	
		Penny Anderson Associates Ltd Park Lea 60 Park Road	
		Buxton Derbyshire SK17 6SN	
		Date of Delivery: 18 November 2024	
7. Start Date	1/7/2024		
9 Evning Data			
8. Expiry Date	30/11/2024		
9. Charges	The Charges for the Goods and/or Services shall be as set out in Appendix 3. The Charges are fixed for the duration of the Agreement.		
10. Payment	Payments will be made to Penny Anderson Associates Limited.		
	All invoices will be sent electronically, quoting a valid Purchase Order number. Invoices will be submitted following submission of each deliverable.		
	Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.		
11. Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000.		
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 43 Personal Information		
13. Contractor's Authorised Representative	,		
	Redacted un	nder FOIA Section 43 Personal Information	
14. Optional Intellectual Property Rights ("IPR") Clauses		s chosen Option B in respect of intellectual property rights provisions t as set out in the terms and conditions.	
15. Progress Meetings and Progress Reports	The Contractor sh	nall provide the Customer with progress reports every month	

16. Address for notices	Customer: Contractor:
	Redacted under FOIA Section 43 Personal Information
17. Key Personnel of the Contractor	Redacted under FOIA Section 43 Personal Information
18. Procedures and Policies	For the purposes of the Agreement:
	The Customer's security / data security requirements are that all personal contact data for landowners is destroyed by the Contractor at the end of the Agreement, and field data is not retained by the Contractor. The Customer requires sustainability requirements as provided in the tender submission of 14 June 2024 The Customer's requires submission of a health and safety policy as provided in the tender submission of 14 June 2024.
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: □ No: ☒
Cigned for and an habelf	of the Container Cigned for and an habilit of the Contractor

	Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
Reda	cted under FOIA Section 43 Personal Information	Redacted under FOIA Section 43 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

2. 1 Introduction.

The Peak District Dales Special Area of Conservation (SAC) comprises thirteen component Sites of Special Scientific Interest (SSSIs) spanning the White Peak plateau (Ballidon Dale SSSI, Coombs Dale SSSI, Cressbrook Dale SSSI, Dove Valley and Biggin Dale SSSI, Hamps and Manifold Valleys SSSI, Lathkill Dale SSSI, Long Dale and Gratton Dale SSSI, Long Dale, Hartington SSSI, Monk's Dale SSSI, The Wye Valley SSSI, Topley Pike and Deep Dale SSSI, Via Gellia Woodlands SSSI, Matlock Woods SSSI).

Agri-Environment Scheme (AES) uptake across the Peak District Dales SAC has historically been high, and many dales have been in AES for over ten years. This contract is a pilot project which tests adapted Common Standards Monitoring (CSM) on a sample of units within component SSSIs. It is not a contract to monitor AES against Indicators of Success or current Monitoring Specifications (and generic CSM). It is additional to this work but will be used to revise Monitoring Specifications and inform future engagement with farmers around climate change and nature recovery in the wider landscape.

This work is being undertaken through the **Protected Site Strategies (PSS) development project**. Protected Site Strategies are a new power under the Environment Act 2021 and the **Peak District Dales SAC Pilot** is one of 5 pilots across the country. The Pilots aim to research ways to collaboratively address complex issues affecting Sites of Special Scientific Interest (SSSIs), providing socio-economic value in addition to ecological improvement. The habitats and species of the dales need to be as healthy and well-managed as possible to be both resilient to increasing pressures such as climate change and fragmentation, and a reservoir of species to drive nature recovery. Achieving this aim requires collaboration with those that manage the land. This contract provides evidence to underpin this engagement.

2.2 Description of work required

2.2.1 Background (Common Standards Monitoring)

Monitoring within this contract is based on <u>tailored</u> Common Standards Monitoring (CSM) methodology, the standard methodology used to monitor SSSI condition and published <u>here</u>. CSM provides a simple assessment of the condition of the features for which a SSSI has been notified. For each feature, a small number of quantifiable and measurable attributes (referred to as variables in the software to be used for this contract) have been chosen that describe its condition, and targets are set for each. Habitat attributes may include extent, floristic composition (often restricted to positive/negative indicator species lists), vegetation structure, and physical characteristics. CSM will usually be based on a field survey involving a structured walk across the site (such as a W shape walk) but may utilise other information such as aerial images.

The data collected through CSM is used to assign a feature to one of a small number of standard conditions – the state of the feature at a particular point in time can be one of the following:

- Favourable The objectives for that feature are being met
- Unfavourable The state of the feature is currently unsatisfactory (this condition requires one of the below 3 clarifiers)
 - o recovering but it is moving towards the desired state
 - o declining moving away from the desired state
 - o no change neither improving nor declining
- Destroyed (partially or completely) the feature is no longer present and there is no prospect of being able to restore it

Features monitored under this contract are confined to grassland features <u>Common Standards</u> <u>Monitoring Guidance for Lowland Grassland Habitats | JNCC Resource Hub</u> and <u>Monitoring the condition</u> <u>of lowland grassland SSSIs: Pt 1 English Nature's rapid assessment method - ENRR315 (naturalengland.org.uk)</u>. Standard methodology will be followed, but additional monitoring is required and detailed in section 2.2.3-2.2.5.

2.2.2 Site details

Appendix 1 shows the location of each SSSI and a site unit map with Appendix 2 providing detailed NVC maps of the relevant units.

Please provide a quote for each SSSI separately. It is recognised that existing commitments, surveyor resources and remaining length of the field season may prohibit being able to deliver monitoring across all SSSIs. In addition to providing a quote for each SSSI, please indicate total number of days you can provide overall. It is expected that the contract will be let on an SSSI basis and may be let to several contractors.

2.2.3 General methodology

Owner contact details will be provided. An information sheet describing the project will also be provided, which can be distributed to AES holders.

All field survey should be completed by 30 September 2024.

Monitoring forms will be provided for all features listed, with detailed NVC maps showing where standards apply shown at Appendix 2 (shapefiles can be provided). NVC maps are based on best available data and should only be used for guidance. Extent should be confirmed or corrected, and it is essential that surveyors are able to recognise grassland NVC community types in the field. A sufficient sample of monitoring forms are provided within Appendices to indicate requirements for each component to assist with tender.

Table 2.1 shows all features requiring monitoring, including how habitat structure recording categories should be distributed (Section 2.2.5) and location of additional climate change (CG2) monitoring. This table also indicates estimated number of days on site to assist with the bid.

The entirety of targeted features within each AES unit should be walked to ensure full extent of features are monitored. Details of grazing and scrub management regime should be recorded from land manager where possible and noted while on site. On completion of all monitoring, the unit summary assessment should be completed (Appendix 3).

2.2.4 Grassland feature monitoring methodology

Combined monitoring forms will be provided where generic forms <u>provided here</u> are not suitable. Table 2.2 indicates where this will be the case. Appendix 4 provides an example combined form for use in CG2/MG5/U4c transitions, and MG5 and U4c. Where difficult to NVC, combined forms should be used as transitional communities commonly occur. Data on additional attributes will be collected for CG2, relating to climate change. Appendix 5 provides both the form and methodology guidance for this element of the contract. Time estimates should take into consideration the additional climate change monitoring necessary in clearly defined CG2. It is not expected that other NVC features listed in Table 2.1 will require additional time to a standard rapid assessment. Where extent of a community is very restricted, 10 stops are acceptable for the feature within a unit.

Table 2.1: Details of features requiring monitoring. Units grouped for the purposes of assigning Structural Recording Surveys (SRS) across units and not by AES. Feature (NVC) lists NVC communities which need to be monitored (not all those present). Many communities are transitional and the combined CG2/U4c/MG5b form is provided but communities must be monitored separately (but using this form) where present. NVC maps can be used for guidance in estimating tim e required. Where CG2 is in red, the climate change form should be used. Ten SRS are required per scrub category (low, moderate, transition). The ten SRS per category must be confined to a single unit. However, each category may be within a separate unit, as long as it falls within the group specified (eg. At Long Dale, Hartington all categories must be within unit 2. At Coombs Dale, the transition category could be within unit 6, the moderate within unit 1 and low within unit 7). Estimated number of days is provided for guidance and based on full complement of monitoring outlined in this table.

SSSI	Unit	Feature (NVC)	Required SRS grid per SSSI	Guide
				no. days
Coombs Dale	6 (part)	CG2, U4c 1 Low, 1 Moderate, 1 transition		6
	7	CG2, U4c	(30 x SRS)	
	1	CG2/U4c/MG5		
Long Dale and	3	CG2	1 Low, 1 Moderate, 1 transition	7
Gratton Dale	5	CG2	(glades)	
	6	CG2, CG2/MG5, U4c	(30 x SRS)	
Long Dale,	2	CG2, MG5, MG5/U4,	1 Low, 1 Moderate (20 x SRS)	4
Hartington		CG7		
The Wye	23	CG2, CG2/U4c/MG5	1 Low, 1 Moderate, 1 transition	5
Valley	29	CG2/U4c/MG5	(30 x SRS)	
	5	MG1e/MG2/CG2	1 Low, 1 Moderate (20 x SRS)	5
	6	CG2, CG2/U4c/MG5		
	7	CG2,		
	32	CG2, CG2/U4c/MG5	1 Low, 1 Moderate (20 x SRS)	4
	33	CG2, CG2/U4c/MG5		
	41	CG2, CG6	1 Low, 1 Moderate (20 x SRS)	4
	42	CG2		
	36	MG1e/MG2/CG2	1 Low, 1 Moderate (20 x SRS)	5
	37			
	38	CG2, CG2/U4c/MG5		
	40	CG2		
	46	CG2	1 Low, 1 Moderate (20 x SRS)	5
	48	CG2		
	50	CG2		
	57	CG2, CG2/U4c/MG5	1 Low, 1 Moderate, 1 transition	4
	65	CG2	1 Low, 1 Moderate (20 x SRS)	2
Topley Pike	7	MG1e/MG2	1 Low, 1 Moderate, 1 transition	5
and Deep Dale	11	CG2/U4c/MG5b	(30 x SRS)	
	6+10	CG2		
	2	CG2	1 Low, 1 Moderate (20 x SRS)	4
	5	MG1e		
	9	CG2/U4c/MG5b		
Via <u>Gellia</u>	12,	CG2/MG5b, OV37	1 Low, 1 Moderate, 1 transition	5
Woodlands	13,	MG5	(30 x SRS)	
	15	CG2		

Table 2.2: Monitoring forms for communities described in Appendix 2 NVC maps.

Feature as	ENRR 315 form		
described in	Tailored form		
Appendix 2			
CG2	CG2 climate change indicators		
	combined CG2/U4c/MG5 form but specify transition (or if not		
CG2/U4c/MG5	transitional)		
	Dry tall-herb grassland, dry grassland/scrub transitions, CG6,		
CG6	CG2d-related, MG1-related		
CG7/CG2	combined CG2/CG7 form		
CG7	Species-rich parched grassland (CG7a,b,d,e)		
MG1e	(Dry tall-herb grassland, dry grassland/scrub transitions, CG6,		
MIGIE	CG2d-related, MG1-related)		
	(Damp tall-herb grassland, damp grassland/scrub transitions,		
MG2	MG2)		
	combined CG2/U4c/MG5 form but specify transition (or if not		
U4c	transitional)		
MG5b	combined CG2/U4c/MG5 form but specify transition (or if not		
IVIGOD	transitional)		
MG5c	combined CG2/U4c/MG5 form but specify transition (or if not		
IVIGOC	transitional)		
	combined CG2/MG1e/MG2 form but specify transition (or if not		
MG1e/MG2	transitional)		
	combined CG2/MG1e/MG2 form but specify transition (or if not		
	communication (cr. y more)		
CG2/M1e/MG2	transitional)		
CG2/M1e/MG2 MG2/MG5			
	transitional)		
	transitional) combined MG5/MG2 form		

2.2.5 Habitat structure: Structural Recording Surveys methodology

Updated guidance and methodology provided separately

Reporting

Outputs are limited to electronically written up completed forms and maps. An additional report is not required. NVC survey is not required, though it is essential that surveyors can recognise and describe key communities in the field where maps are amended. All field notes should be provided as an output.

Table 2.3: Expected Project outputs and delivery dates

Output	Date for delivery of Date for payment output
Completion of all field work	30 September 2024 Invoice should be
Delivery of a complete set of relevant, completed forms for all features per SSSI as specified in Table 2.1. This should be supplied electronically and 3 x paper copies. Original field notes should be supplied.	18 November 2024 submitted once work approved and by 30 November 2024
A detailed unit summary assessment for each unit. This should include an assessment for any Structural Recording Survey carried out in that unit. This should be supplied electronically and 3 x paper copies. Original field notes should be supplied.	18 November 2024
Updated maps. Ideally these will be provided as GIS shapefiles and will include location of all quadrats and SRS. Note, it is not essential to be able to provide as GIS and if this is included, please quote for GIS separately. Please supply 3 x Paper copies. Set of amended forms and guidance (showing	18 November 2024 18 November 2024
track changes) following piloting in field. These should be supplied electronically only.	

Appendix 3: Charges

Activity	Due Date	Cost
Coombs Dale	30 November 2024	£6,310.70 (excluding VAT)
Long Dale and Gratton Dale	30 November 2024	£6,813.60 (excluding VAT)
Topley Pike and Deep Dale	30 November 2024	£7,984.00 (excluding VAT)
Via Gellia Woodlands	30 November 2024	£5,351.10 (excluding VAT)

Appendix 4: Processing Personal Data

Contract:	Peak District Dales SAC Protected Site Strategies Pilot – Effectiveness of agri-environment schemes in delivering condition of the dales: Part 2-Field monitoring.
Date:	1 July 2024-30 November 20204
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	For the purposes of the Data Protection Legislation the Controller and Processor are: Controller: Natural England at Foss House, Kings Pool, 1-2 Peasholme Green, York, Y01 7PX Processor: Penny Anderson Associates Ltd, Park Lea, 60 Park Road, Buxton Derbyshire SK17 6SN
Subject matter of the processing	SSSI Monitoring data
Duration of the processing	The processing will be for the duration of the project (1 July 2024 – 30 November 2024), and during activities as described in Appendix 2 – Specification of Requirements at those sites listed in Appendix 3.
Nature and purposes of the processing	Field data will be collected and mapped within specific units (Appendix 2) on specific SSSIs (Appendix 3)
Type of Personal Data	Land owner contact details only
Categories of Data Subject	SSSI monitoring and condition data
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	The Processor will return to the Controller all raw data after the end of this agreement. The Processor will destroy all landowner contact details at the end of the Agreement.
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	Data being processed will not be transferred outside the EEA.
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	The Contractor will comply with the Controller's guidelines outlined in the Protected Site Strategies development project privacy notice which follows the principles of the UK GDPR where required. The Contractor will not retain any personal date after the end of the Agreement.