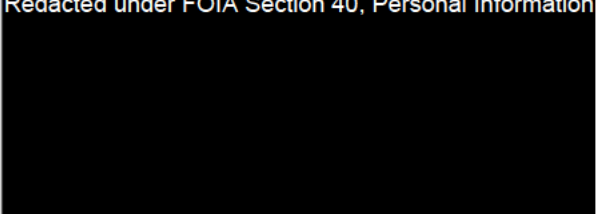
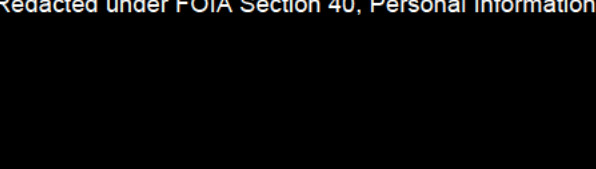
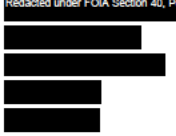





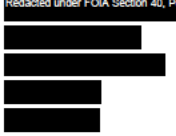





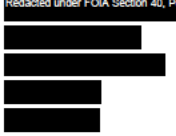





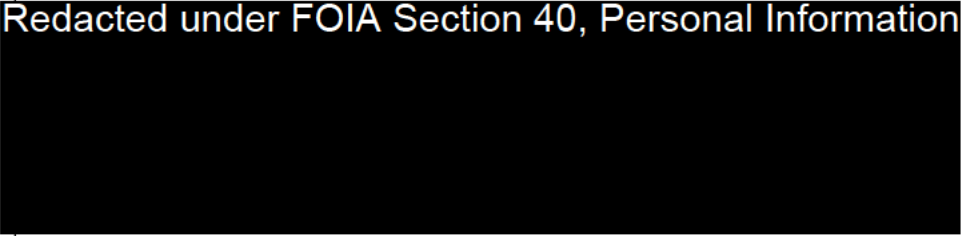
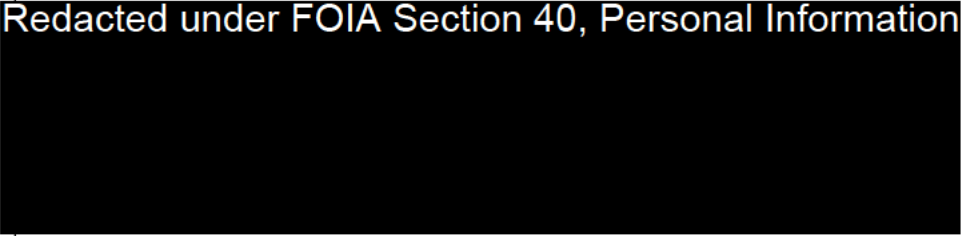
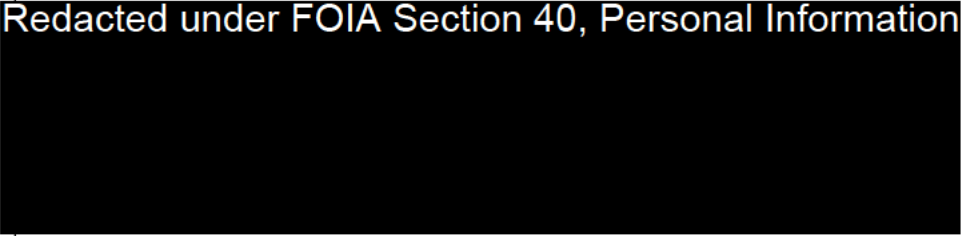




Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	Not known	
2. Customer	[Redacted under FOIA Section 40, Person] Natural England, Wayfaring House, Murley Moss, KENDAL, Cumbria LA9 7RL	
3. Contractor(s)	Mima Group Ltd	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Natural England	
5. The Agreement	<p>This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none">a) this Order;b) the terms and conditions at Appendix 1; andc) the remaining Appendices (if any) in equal order of precedence.	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	None
	Services	Specification - Appendix 2: Access Audit
7. Start Date	11/03/2024	
8. Expiry Date	09/09/2024	
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 Mima Group Ltd Payments will be made by the supplier on submission of a compliant invoice.	
11. Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000	

12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 40, Personal Information 								
13. Contractor's Authorised Representative	Redacted under FOIA Section 40, Personal Information 								
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.								
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> The Contractor shall provide the Customer with progress reports every 8 weeks. 								
16. Address for notices	<table border="0"> <thead> <tr> <th>Customer:</th><th>Contractor:</th></tr> </thead> <tbody> <tr> <td>Redacted under FOIA Section 40, Personal Information </td><td></td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </tbody> </table>	Customer:	Contractor:	Redacted under FOIA Section 40, Personal Information 					
Customer:	Contractor:								
Redacted under FOIA Section 40, Personal Information 									
									
									
17. Key Personnel of the Contractor	<table border="0"> <thead> <tr> <th>Key Personnel Role:</th><th>Key Personnel Name:</th><th>Contact Details:</th></tr> </thead> <tbody> <tr> <td colspan="3">Redacted under FOIA Section 40, Personal Information </td></tr> </tbody> </table>	Key Personnel Role:	Key Personnel Name:	Contact Details:	Redacted under FOIA Section 40, Personal Information 				
Key Personnel Role:	Key Personnel Name:	Contact Details:							
Redacted under FOIA Section 40, Personal Information 									
18. Procedures and Policies	For the purposes of the Agreement: N/A								
19. Special Terms	Special Term 1 – N/A								
20. Additional Insurance	N/A								
21. Further Data Protection Provisions	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>								

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

Redacted under FOIA Section 40, Personal Information

Date: 11/03/2024	Date: 26/03/2024
Signature:	Signature:

Redacted under FOIA Section 40, Personal Information

Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

Section 2: The Invitation

Specification of Requirements

Background to Natural England

Natural England is the government's advisor on the natural environment. We provide practical advice, grounded in science, on how best to safeguard England's natural wealth for the benefit of everyone. 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. We work with farm Managers and land managers; business and industry; planners and developers; national, regional and local government; interest groups and local communities to help them improve their local environment.

Our responsibilities include:

- Managing England's green farming schemes, paying over £300million/year to over 55,000 agreement holders
- Increasing opportunities for everyone to enjoy the wonders of the natural world
- Reducing the decline of biodiversity and licensing of protected species across England
- Designating National Parks and Areas of Outstanding Natural Beauty
- Managing most National Nature Reserves and notifying Sites of Special Scientific Interest. To find out more, visit our website at www.naturalengland.org.uk

Background to the specific work area relevant to this purchase

Natural England is currently leading a funding application to National Lottery Heritage Fund (NLHF) and will need to submit additional information as part of a Stage 2 Delivery Phase application. The project partners; Natural England, Westmorland & Furness Council, Cumbria Wildlife Trust and Art Gene, are interested in further exploring the opportunities to help engage a wider range of audiences and improve the participation, learning and involvement in the natural environment and open spaces in and around Walney Island, the designated sites and the grounds of the proposed Environmental Hub buildings and community spaces on Walney Island, Barrow-in-Furness.

Natural England seeks to increase participation overall in the outdoors for health and wellbeing benefits and in particular those with Protected Characteristics under the Equality Act (the Act) who are, or feel, excluded from these opportunities. As part of the development phase of our EARNSE Hub project we are wanting to commission an access audit for physical and sensory access, to inform possible work that needs to be undertaken as part of the project's delivery phase. The access audit will include Natural England's North Walney National Nature Reserve and Cumbria Wildlife Trust's South Walney Reserve, on Walney Island, Barrow-in-Furness. (see annex 1 and 2 for location).

Introduction to Earnse Bay Environment Centre

Earnse Bay Environment Centre is being built by Natural England at West Shore, Walney Island, Barrow in Furness, Cumbria LA14 3YW. The centre will have a workshop, office and volunteer spaces, plus environmental education facilities. The building sits within a 3.3 ha field, that is owned by Westmorland and Furness Council, who are also building community facilities within the site.

Natural England manages North Walney National Nature Reserve and Cumbria Wildlife Trust manages South Walney Nature Reserve. The latter is easily accessible by vehicles, the former has no vehicular access for the public, it is accessible on foot, but is relatively remote. Both reserves have self-guided walks. See Annex I-4 for location and reserve maps The car park for South Walney is located at SD 215621 and the entrance to North Walney NNR is located at SD 169715.

Natural England also designated the King Charles III Coast Path loops around Walney island, which, enters the reserves.

Both reserves have grazing animals on them, mainly cattle.

Both reserves are designated for their conservation interest and have extensive sand dune habitats, shingle, salt marsh and over-wintering, breeding and roosting bird interest. Bird disturbance requires managing for the conservation interest of both reserves. South Walney Reserve also has a breeding seal colony, where access needs managing to prevent disturbance to the colony.

The surrounding coast is heavily designated for nature conservation as Duddon Estuary SSSI (Site of Special Scientific Interest), South Walney and Piel Channel Flats SSSI. Morecambe Bay SAC (Special Area of Conservation), Morecambe Bay and Duddon Estuary SPA (Special Protection Area), Duddon Estuary RAMSAR and West of Walney MCZ (Marine Conservation Zone).

<https://www.SSSI details>

Requirement

The contractor is to provide all labour, equipment, and any other items necessary for undertaking the work and completing the contract. They will provide all relevant day-to-day supervision, including risk management and health and safety requirements, including PPE. Natural England and Cumbria Wildlife Trust will provide relevant site risk assessments, but not task risk assessments, which will be the responsibility of the contractor.

Vehicular access is limited to main roads. Vehicles cannot be taken onto the North or South Walney reserves unless otherwise agreed with the relevant Reserve Managers. For North Walney NNR vehicular access is through BAE Systems airstrip, which must be pre-arranged, including security clearance. Any permission if granted may be revoked if ground conditions deteriorate as a result of access or adverse weather, etc.

When working on or near land designated as open access land, contractors must ensure that the work is executed in a manner which takes account of the possible presence of members of the public and their dogs. In such instances the contractor must adopt appropriate control measures; identified in their risk assessment (including appropriate signage).

Access to the reserves will be agreed with the Senior Reserve Manager for the specific reserve, all gates to/from the sites to be left as required by the site manager after entering/leaving and at the end of the day.

The contractor will maintain close contact with the Earnse Hub Project Manager throughout the contract.

Scope of the work

We are asking for:

1. An audit that assesses physical and sensory access at North Walney National Nature Reserve and South Walney Nature Reserve, using By All Reasonable Means (BARM) guidance on least restrictive access to the outdoors and Outdoor Accessibility Guidance 2023 published by Paths for All.

We require the contractor to Identify the routes that:-

- with identified reasonable adjustments can be promoted in such a way as to allow disabled visitors to decide whether the route is suitable for them and their equipment by providing the right information on gradient, camber, path surface and facilities.
- Identify routes that would be suitable for use by a Trumper or similar all-terrain vehicle and make recommendations as to whether and how the route could be improved.

We require the contractor to make recommendations for:-

NE Version 1.0

- Which sections of trail would be suitable for and could benefit from physical improvements on the ground to make them more accessible in the light of least restrictive access criteria, including the changes required to do so.
- Recommend how we can improve signage and infrastructure and any improvements, to increase sensory access to the reserves.

Criteria for assessment to consider should include:

Standards - The project will consider access standards for different levels of development and appropriateness of development within the context of the environmental impacts.

Physical features such as: barriers; steps or stiles, quality of path surfaces and path widths in the context of the setting

Distance between passing places, resting places

Gates – checking for compliance with BS5709 (2018) Ramp gradients and spaces between landings, cross cambers.

Contextual factors- Route/terrain Connectivity/ what's available nearby/ is there a sparsity or concentration of provision

Demand/Popularity.

Consideration should also be made to the agricultural requirements, particularly for stock management.

Take into account existing surveys and audits that have previously been undertaken (e.g. bird disturbance) which will be supplied by Naturel England.

All proposals for potential increased use and recommended infrastructure changes must take into consideration the environmental and landscape impacts on the designated site interest.

2. Identify a list of reasonable adjustments
3. Provide a prioritisation of actions, by those that would have the greatest impacts for increased accessibility and practicability of implementing, to those with least effect.
4. Capture all information, methodology and recommendations in a report.

The access audit should be available in a digital format using Microsoft e.g. Word and Excel and 2 hard copies supplied, including maps. Any mapping software for sharing should be agreed beforehand with Natural England. If required Arc GI layers can be obtained from Natural England via a data request.

The project needs to consider all elements listed in the Sustainability section especially where there maybe potential landscape and environmental impacts from changes on the ground or increased use.

The contractor will have experience of carrying out their work with regard to the following: Landscape assessment, Environmental Impact Assessment, Equality Impact Assessment.

A draft of the Access Audit will be available by 15th July 2024, for consultation with the NLHF partners.

Natural England will respond to the draft on behalf of the steering group by 16th August

A final copy of the Access Audit will be available by 9th Sept 2024

The contractor will have experience of carrying out their work with regard to the following:

Assessing and advising on access routes for suitability of use by those with Protected Characteristic, understanding the barriers to access on a site and how to practically resolve them.

A working knowledge of implementing By All Reasonable Means and Outdoor Accessibility Guidance and BS5709 (2018)

Knowledge of best methods of signage for inclusion of all users or potential users.

Potential for environmental impacts on the natural heritage by increasing access and/or practical implementation of access provision.

Please supply details of the staff working on the project and their previous relevant experience.

NE Version 1.0

Please send details of previous relevant contracts that evidence your suitability to undertake this piece of work.

A start-up meeting will be arranged by the contractor, with Natural England and Cumbria Wildlife Trust, within 1 calendar month of the contract award.

A draft of the audit will be available for by 15th July 2024 for consultation with the NLHF partners.

Natural England will respond to the draft on behalf of the steering group by the 16th August 2024

A final copy of the learning naturally activities plan will be available by the end of 9th September 2024.

Sustainability

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

Outputs and Contract Management

The contractor is to provide all labour, equipment, and any other items necessary for undertaking the work and completing the contract. The contractor will provide all relevant day-to-day supervision, maintain close contact with the Natural England staff throughout the contract and ensure compliance with Health & Safety requirements.

The execution of the work will be the responsibility of the contractor, who will liaise regularly with the EARNSE Project Manager, Eve Mulholland, or Maggie Robinson. Comments and final sign off will be through the EARNSE Project Steering Group.

The access audit should be available in a digital format using Microsoft e.g. Word and Excel and 2 hard copies supplied, including maps. Any mapping software for sharing should be agreed beforehand with Natural England. If required Arc GI layers can be obtained from Natural England via a data request. All formats should acknowledge the partner and NLHF funding, and incorporate their logos (which will be provided).

All data, images, videos, guidance, and other outputs will become the physical and intellectual property of NE at the end of the contract.

Draft findings and reports to be produced by 22nd June 2024

Final report to be available by 19th August 2024

Reference	Deliverable	Responsible Party	Date of completion
01	Start up meeting	Contractor	March
02	Consultation Draft	Contractor	15-07-2024
03	Consultation Response	Natural England	16-08-2024
05	Final Report	Contractor	09--09-2024

- The start-up meeting will be arranged by the contractor within one month of the contract being awarded. Natural England and Cumbria Wildlife Trust will attend on behalf of the steering group.

- Any issues on site that impact on Natural England or Cumbria Wildlife Trust's management or reputation, will be reported by the contractor to the site manager and if not available to Maggie Robinson.

Payment

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

The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order number at completion.

It is anticipated that this contract will be awarded for a period of **6 months** to end no later than **19/08/2024**. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in writing in advance of any work commencing and may be subject to further competition.

Evaluation Methodology

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

Technical – **50%, based on**

- relevant experience and knowledge of key personnel**
- recent experience of carrying out similar contracts**

Commercial - 50%, based on cost and value for money.

Evaluation criteria

Evaluation weightings are **50%** technical and **50%** commercial, the winning tenderer will be the highest scoring combined score.

Award Criteria	Weighting (%)	Evaluation Topic & Weighting	Sub-Criteria	Weighted Question
Technical	50%	Service	Key personnel	Q1 Expertise of staff undertaking the work (25% of technical score available)
			Quality Assurance measures	Q2 Recent relevant experience (25% of technical score available)
Commercial	50%	Cost of the proposed Contract		Q1. Whole contract cost

Technical (50%)

Technical evaluations will be based on responses to specific questions covering key criteria which are outlined below. Scores for questions will be based on the following:

Description	Score	Definition
Very good	100	Addresses all the Authority's requirements with all the relevant supporting information set out in the RFQ. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard.
Good	70	Addresses all the Authority's requirements with all the relevant supporting information set out in the RFQ. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.
Moderate	50	Addresses most of the requirements with most of the relevant supporting information set out in the RFQ. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.
Weak	20	Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met.
Unacceptable	0	No response or provides a response that gives the Authority no confidence that the requirement will be met.

Technical evaluation is assessed using the evaluation topics and sub-criteria stated in the Evaluation Criteria section above.

Separate submissions for each technical question should be provided and will be evaluated in isolation. Tenderers should provide answers that meet the criteria of each technical question.

Technical Expertise	Detailed Evaluation Criteria
Q1.1 Staff skills & knowledge	Evidence that staff undertaking the work are conversant with assessing access requirements to improve physical and sensory access to sites. Staff are conversant with BARM and Outdoor Accessibility Guidance. Staff are familiar with potential for environmental impacts of increased access or changes to infrastructure.
Q1.2 Previous work	Show that they have undertaken recent work that showcases the skills

Technical Expertise	Detailed Evaluation Criteria
	and knowledge required to develop the current contract requirements.

Cost	Detailed Evaluation Criteria
Q2.1 Whole contract cost	Overall cost of the contract

Commercial (50%)

The Contract is to be awarded as a **fixed price** which will be paid according to the completion of the deliverables stated in the Specification of Requirements.

Suppliers are required to submit a total cost to provide the deliverables stated in the Specification of Requirements. In addition to this the Commercial Response template must be completed to provide a breakdown of the whole life costs against **each deliverable** used in the delivery of this requirement.

Calculation Method

The method for calculating the weighted scores is as follows:

Commercial 50%

Score = (Lowest Quotation Price / Supplier's Quotation Price) x **60%** (Maximum available marks)

Technical 50%

Score = (Bidder's Total Technical Score / Highest Technical Score) x **40%** (Maximum available marks)

The total score (weighted) (TWS) is then calculated by adding the total weighted commercial score (WC) to the total weighted technical score (WT): WC + WT = TWS.

Information to be returned

Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.

Please complete and return the following information:

- completed Commercial Response template
- separate response submission for each technical question (in accordance with the response instructions)
- completed Mandatory Requirements (Annex 1)
- completed Acceptance of Terms and Conditions (Annex 2)

Award

Once the evaluation of the Response(s) is complete all suppliers will be notified of the outcome via email.

The successful supplier will be issued with the contract, incorporating their Response, for signature. The Authority will then counter sign

Annex 1 Mandatory Requirements

Part 1 Potential Supplier Information

Please answer the following self-declaration questions in full and include this Annex in your quotation response.

Part 1.1 Potential Supplier Information:

Question no.	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b)	Registered office address (if applicable)	
1.1(c)	Company registration number (if applicable)	
1.1(d)	Charity registration number (if applicable)	
1.1(e)	Head office DUNS number (if applicable)	
1.1(f)	Registered VAT number	
1.1(g)	Are you a Small, Medium or Micro Enterprise (SME)?	(Yes / No)

Note: See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

Part 1.2 Contact details and declaration

By submitting a quotation to this RFQ I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay you will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Question no.	Question	Response
1.2(a)	Contact name	
1.2(b)	Name of organisation	
1.2(c)	Role in organisation	
1.2(d)	Phone number	
1.2(e)	E-mail address	
1.2(f)	Postal address	
1.2(g)	Signature (electronic is acceptable)	
1.2(h)	Date	

Part 2 Exclusion Grounds

Part 2.1 Grounds for mandatory exclusion

Question no.	Question	Response
2.1(a)	Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below.	
	Participation in a criminal organisation.	(Yes / No) If yes please provide details at 2.1 (b)
	Corruption.	((Yes / No) If yes please provide details at 2.1 (b)
	Fraud.	(Yes / No) If yes please provide details at 2.1 (b)
	Terrorist offences or offences linked to terrorist activities	(Yes / No) If yes please provide details at 2.1 (b)
	Money laundering or terrorist financing	(Yes / No) If yes please provide details at 2.1 (b)
	Child labour and other forms of trafficking in human beings	(Yes / No) If yes please provide details at 2.1 (b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction.</p> <p>Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.1 (c)	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (i.e. Self-Cleaning)	(Yes / No)
2.1(d)	Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which	(Yes / No)

Question no.	Question	Response
	the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.1(e)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Part 2.2 Grounds for discretionary exclusion

Question no.	Question	Response
2.2(a)	The detailed grounds for discretionary exclusion of an organisation are set out on this webpage , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation	
2.2(b)	Breach of environmental obligations?	(Yes / No) If yes please provide details at 2.2 (f)
2.2(c)	Breach of social obligations?	(Yes / No) If yes please provide details at 2.2 (f)
2.2(d)	Breach of labour law obligations?	(Yes / No) If yes please provide details at 2.2 (f)
2.2(e)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	(Yes / No) If yes please provide details at 2.2 (f)
2.2 (f)	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

Annex 2 Acceptance of Terms and Conditions

I/We accept in full the terms and conditions appended to this Request for Quote document.

Company _____

Signature _____

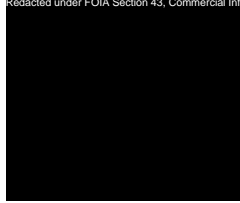
Print Name _____

Position _____

Date _____

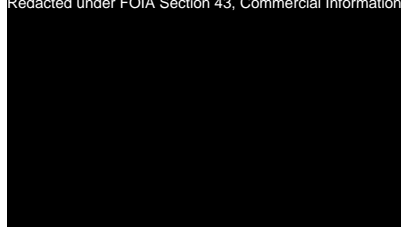
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Mima Group Ltd Response



Appendix 3: Charges

Redacted under FOIA Section 43, Commercial Information



Appendix 4: Processing Personal Data

Contract:	[XXXX]
Date:	[XXXX]
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	
Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	