

06/12/22

Dear Sir/Madam,

The John Muir Trust invites your submission of a tender to provide services in accordance with the conditions detailed in this document.

We include the following information for your review:

- Part 1: Tender Information
- Part 2: Conditions of Tendering
- Part 3: Standard Terms and Conditions of Purchase/Supply

Your tender response must be received in the following format and conditions:

1. Tenders are to be submitted electronically to Mhairi Stewart, Policy Strategy Lead, mhairi.stewart@johnmuirtrust.org. These will then be collated and assessed by a Tender Review Panel.
2. Your return tender must be received not later than 06/01/23. Failure to meet the Closing Date may result in the tender being void.

Contractors will receive notification regarding the success of their bid by 20/01/23. Please note the submission of bids does not create any obligation on the John Muir Trust to award the contract or to award it to the lowest bidder.

Any queries on the tender should be addressed to Mhairi Stewart at mhairi.stewart@johnmuirtrust.org before 20/12/22.

We look forward to receiving a tender from you and thank you for your interest in our account.

Yours faithfully,

Mhairi Stewart
Policy Strategy Lead

t: 07385765370 e: mhairi.stewart@johnmuirtrust.org
johnmuirtrust.org

PART 1: TENDER INFORMATION

1. Introduction

The John Muir Trust (the Trust) is a community focused conservation charity dedicated to the experience, protection, and repair of wild places across the UK. Its vision is for a world where wild places are respected and protected, where nature flourishes and where the value of wildness is shared for the benefit of everyone. To further that end the Trust owns and manages 60,500 acres of property across the UK. For further information, we encourage you to visit our website: www.johnmuirtrust.org

In accordance with the Trust's vision, its desire is to attain a greater understanding of the impact of outdoor based learning and engagement in fostering genuine and lasting connectedness to wild places. The Trust wishes to understand how developing nature connectedness in wild places can enable individuals to become advocates for, and supporters of, wild places. As such, a tender is being commissioned to examine research and the impact of existing engagement models, to inform the Trust's future engagement endeavours.

2. Overview

The John Muir Trust is seeking tenders to review the effectiveness of outdoor based learning and engagement in fostering genuine and lasting connectedness to wild places that leads to advocacy on behalf of wild places.

The Trust defines wild places as a place where nature has freedom to thrive as opposed to natural spaces where nature is constrained. Whereas both wild places and natural spaces may be subject to human activity or use, in wild places that impact will be to the benefit of nature rather than primarily for man. The Trust acknowledge that in the field of nature connectedness the research may not refer to whether the place experienced could be classified as wild. The contractor should assess the applicability of the research to wild places and justify their reasoning in the report.

The Trust defines advocacy as contributing one's voice as public support for the Trust's mission to enhance and protect wild places for the experience of present and future generations. This could be done in a range of ways, including but not limited to becoming a member, fundraising, donating, advocating via an online tool, supporting campaigns and appeals, becoming a champion, or reaching out to politicians. In existing research, nature connectedness is considered to lead to pro-environmental behaviours. The Trust would like to know how these pro-environmental behaviours could be similar to, or the same as, what the Trust terms advocacy.

A core aspect of the Trust's mission is that wild places be for the benefit for all. For this reason, the Trust seeks a fuller understanding of the barriers to participation in outdoor

based learning/engagement in wild places. The Trust wishes to promote inclusive wild places and have engagement models that help enable this.

This will entail a review of the existing literature, research, and outdoor based learning/engagement models, such as the John Muir Award. The purpose of reviewing these models would be to identify which models are most effective, which component activities are most effective, how robust the available data is, and a rough analysis of the size of the organisation delivering them, the expense of carrying them out, and funding/finance models used. These reviews could be accompanied by an investigation of the psychology of effective activism to better understand how nature connectedness could lead to advocacy for wild places.

Following from this, the tender should recommend what data the John Muir Trust can gather as part of its engagement development, review, and assessment processes. The tender should make recommendations as to how the Trust can best collaborate with academic institutions and further contribute to ongoing, and new research.

It is envisaged that the work will consist of a desk-based review of existing evidence over a 2 – 3-week period, followed by approximately 3 months in which to research, provide an options appraisal, including cost, resources etc., and trial new engagement approaches in an iterative manner, collaboratively with the Trust. With this aim in mind the Trust plans to pilot a new model of the John Muir Award in the second half of 2023.

2.1. Provisional timetable

Activity	Date
Issue Tender Notice and Invitation to Tender	06/12/22
Proposals should be submitted by	06/01/23
Tender Review Date	12/01/23
Tenderers informed of decision by	20/01/23

3. Scope of Work

3.1. Title: Review of outdoor based learning/engagement, nature connectedness, and whether it is a mechanism to build connection to wild places that leads to advocacy for wild places.

3.2. Objective:

- Identifying the most impactful existing models of outdoor based learning/engagement in fostering nature connectedness applicable to wild places

that leads to advocacy for wild places, the size of the organisation using them and the finance model where possible.

- Identifying the most impactful aspects of existing models of outdoor based learning/engagement in fostering nature connectedness applicable to wild places and resulting advocacy for wild places.
- Identify barriers to equity, diversity, and inclusion in the field of outdoor based learning/engagement carried out in wild places.
- Assessing the robustness of data and impact frameworks used to justify these existing models. Identifying gaps and biases in this literature.
- Provide information to support the John Muir Trust's future work in developing, reviewing, and assessing outdoor learning and engagement activity carried out in wild places.
- Provide information to support the John Muir Trust's ongoing and future collaborations with academic institutions to investigate building value and connection to wild places through outdoor based learning/engagement.
- Examine the relevance of research addressing the psychology of effective activism.
- Comment on whether investigation into links between wellbeing, nature connection and pro environmental behaviours would be beneficial to shape the design of the Trust's engagement activities.
- An options analysis, including the cost to the Trust, and predicted ability to deliver enhanced public advocacy for wild places.
- Direct iterative shaping and testing of a reimagined engagement model from the proposed options that builds connection to wild places and leads to advocacy for wild places.

3.3. Details

The contractor will work from their usual place of work. The John Muir Trust cannot commit to providing a workspace.

The primary focus and outcome of the contractor will be to propose a tested model(s) for engagement that develops value of, and connection to, wild places that are expected to result in advocacy behaviours for wild places. These models should be iteratively tested within the timeframe and based on the outcomes of the contractor's research report and options appraisal. This will involve a co-creation process with stakeholders including the Trust.

The report will address outdoor based learning/engagement, to inform the John Muir Trust's future engagement activities.

This report will broadly fall into two parts. The first will include a literature review addressing the current state of knowledge regarding nature connectedness, such as the University of Derby Nature Connectedness Handbook – and related topics -, and considering how nature connectedness could lead to advocacy on behalf of wild places. For this a review of existing evidence on what leads people to advocacy behaviours - such as the psychology of effective

activism - and an investigation into existing research and findings on barriers to diverse participation in outdoor based learning and engagement in wild places should be included. The report will also include a review of existing models of outdoors based learning/engagement, including the John Muir Award, Junior Ranger Initiative, Duke of Edinburgh Award, Forest Schools, Climate Leaders Award, Scouts, citizen science, outdoors classrooms, and the inclusion of nature in the curriculum. This review will assess the effectiveness of these models in building nature connectedness that could lead to advocacy for wild places, and the effectiveness of the specific activities that constitute these models. Related to this, the report should comment on whether enhanced wellbeing leads to a higher likelihood of advocating and whether there is value in investigating this avenue further. Consideration should be made to the funding and finance of the models and the resources required for delivering them. Both reviews should include a rigorous examination of existing research, identifying any gaps and/or biases.

Recommendations to the John Muir Trust regarding the most effective models and activities for building nature connectedness to wild places that leads to advocacy for wild places are required.

The second part of the report will concern the John Muir Trust's own approach to research on nature connectedness in wild places. The contractor should review the John Muir Trust's methods for gathering data and research, as well as for developing and reviewing actions. Following this, recommendations should be made as to how the John Muir Trust can improve these processes, and as to how such research can be made more robust through partnership with academic institutions.

The report should also feature a recommendation for how the Trust could engage academics to examine, or examine on their own, how the prevalence of the quality of 'wild' impacts on the outcomes of nature connectedness and resulting interest in advocacy for wild places.

3.4. Supplementary Information

The John Muir Trust currently delivers two outdoor learning/engagement schemes— a Junior Ranger Initiative, using EuroParc and Scottish Countryside Rangers Association (SCRA) programmes, and the John Muir Award, which the Trust are reshaping to meet new strategic objectives; specifically to inspire applicants to benefit from and advocate for wild places.

The Trust is also currently participating in a PhD research project with the University of Glasgow investigating a systems perspective of the John Muir Award as a multifunctional intervention for environmental sustainability, public health and social equity in Scotland. The study will employ systems-thinking in order to provide a more holistic understanding of an intervention's (the John Muir Award) multifaceted impact.

To support this, a research workshop will be held on November 24 with a guiding question of "What are the determinants of and barriers to strong nature connectedness in children and adolescents?"

3.5. Outputs

Outputs required are:

- A review of existing models of outdoor based learning/engagement including some financial information on delivery where possible.
- A literature review addressing material on nature connectedness, the psychology of effective activism, barriers for diversity in experience, and identifying gaps for future research in these areas.
- An options appraisal including finances and resources required for delivery to inform the John Muir Trust's future work in developing, reviewing, and assessing outdoor based engagement activity.
- Recommendations to inform the John Muir Trust's ongoing and future collaborations with academic institutions to investigate outdoor based learning and engagement.
- A brief recommendation on whether links between wellbeing, nature connection and advocacy should be further explored.
- Review how the quality of 'wild' in a place impacts on the outcomes of nature connectedness.
- An iteratively tested engagement model(s), that leads to valued connection to and advocacy for, wild places.

3.6. Milestones

- Desk based review of research and evidence on the existing knowledge surrounding nature connectedness, psychology of effective activism, barriers to engagement with an executive summary to be complete by mid-late February 2023
- A two-part report assessing existing engagement models for their ability to provide inclusive engagement that builds value for wild places that could lead to advocacy for wild places. Methods for measuring impacts of engagement models, and an options appraisal of recommendations for the Trust's developing engagement work by mid-March 2023
- An iteratively tested engagement model that trials the recommendations by mid-May 2023

3.7. Reporting and Trust Co-ordination:

The successful applicant will report to Mhairi Stewart

For any questions, administrative or contract matters, you can reach Shona Rollo through e-mail at shona.rollo@johnmuirtrust.org.

3.8. Timing

The Service provision shall be effective immediately upon signing of the contract.

Works should be completed by 19/05/23.

4. Conditions for Tendering Participation

All responses and supporting documentation shall become the property of the John Muir Trust and will not be returned. The John Muir Trust ultimately reserves the right throughout this process to select any servicing option that best meets its business requirements and to hold discussions with any and all respondents.

You must agree to the following conditions if you choose to respond to the John Muir Trust regarding this Invitation to Tender:

- Neither issuance of this Invitation to Tender nor receipt of proposal represents a commitment on the part of the John Muir Trust
- The John Muir Trust will not be responsible for, or in any way liable for, any costs incurred by tenderers in the preparation of any responses or presentations relating to this tender process

Neither party shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

5. Required Skills

The Trust is seeking tender responses from suitably qualified organisations to undertake this work. The supplier shall have the following skills:

- Demonstrable expertise of research in a relevant area or discipline e.g. nature connectedness, environmental education, outdoor studies, human psychology et cetera.
- Delivering reports and recommendations to contractee organisations.
- Developing programmes for outdoor or environmental learning.

6. Award Criteria

The criteria are as follows; please ensure you include the following in your Tender:

- Experience - A summary of recently completed projects relevant to this work.
- Team – A brief profile of individual members of the proposed Team, indicating their relevant experience, role and tasks to be undertaken.
- Methodology - A statement outlining the proposed methodology and a full explanation of how the work will be undertaken.
- Timescale - A clear plan showing proposed timescales for the work.
- Cost - Tender submissions should include a breakdown of costs. Pricing should be inclusive of VAT.
- Sustainability – A summary of the sustainability practises that will be used to reduce the project's impact on the environment. Responses may wish to refer to the Trust's Sustainability Principles for Suppliers.

PART 2: CONDITIONS FOR TENDERING

1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- a) **Award Criteria** - the award criteria set out in the Invitation to Tender.
- b) **Bidder** - a person or organisation who bids for the tender.
- c) **Conditions** - the conditions set out in this Tender document.
- d) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- e) **Goods and/or Services** - everything purchased by the John Muir Trust under the contract.
- f) **Invitation to Tender** - the Tender Information, including these Conditions and the Terms and Condition of Purchase/Supply.
- g) **The Trust** - The John Muir Trust, a charitable company limited by guarantee registered in England and Wales (company number SC002061; charity number SC081620) whose registered office is at Tower House, Station Road, Pitlochry, PH16 5AN
- h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by the Trust to the Supplier, or specifically produced by the Supplier for the Trust, in connection with the tender.
- i) **Supplier** - the party which provides Goods and/or Services to the John Muir Trust.
- j) **Advocating** - Measured through those advocating via online tools, fundraising, donating, becoming a member, responding to planning proposals, consultations, appeals, campaigns, and calls to action.
- k) **Wild place** – a place where nature has freedom to thrive as opposed to natural spaces where nature is constrained. Whereas both wild places and natural spaces may be subject to human activity or use, in wild places that impact will be to the benefit of nature rather than primarily for man.

2. The Contract

The contract awarded shall be for the supply of services as outlined above. The Trust reserves the right to undertake a formal review of the contract after two months.

3. Late tenders

Tenders received after the Closing Date will not be considered, unless there are in the Trust's sole discretion exceptional circumstances which have caused the delay.

4. Correspondence

All communications from Bidders to the Trust relating to the tender must be in electronic form and addressed to the persons identified in the Cover Letter. Any request for information should be received by the date specified in the timetable above.

5. Acceptance of tenders

The Trust may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that the Trust so wishes. The Trust is under no obligation to accept the lowest or any tender.

6. Alternative offer

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve the Trust's Specification) these may, at the John Muir Trust's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. The Trust is under no obligation to accept Alternative Offers.

7. Prices

Tendered prices must be shown as both inclusive of and exclusive of any VAT chargeable or any similar tax (if applicable).

8. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

9. Non-Disclosure and Confidentiality

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to the Trust's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential.

All Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by the John Muir Trust by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without the Trust's prior written consent, for any purpose except that of tendering for business from the Trust;
- not disclose the Confidential Information to third parties without the Trust's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to the Trust;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify the Trust immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

10. Award Procedure

The Trust will appoint a Tender Review Committee who will review the Bidders and their tenders to determine whether they will award the contract to any one of them.

11. Information and Record Keeping

The Trust shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which the Trust receives the request.

12. Anti-Bribery and Corruption

All Bidders are required to comply fully with the Trust's Anti-Bribery and Corruption Policy (available upon request).

13. Child Protection

All Bidders are required to comply fully with the Trust's Child Safeguarding Policy if applicable (available upon request).

14. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

15. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of the Trust which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between the Trust, and any other John Muir Trust entity, and if there are any arrangements which have been put in place over the last twenty-four (24) months.
- That it has not communicated to anyone other than the Trust the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

16. Assignment and novation

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either the Trust or any other John Muir Trust entity if so required.

PART 3: STANDARD TERMS AND CONDITIONS OF PURCHASE/SUPPLY

1 Definitions and Interpretation

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and The John Muir Trust (the "Trust"), in relation to the Contractor Agreement ("Agreement") (the Agreement and the Conditions are together referred to as the "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Agreement.

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Agreement and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Trust;
- d) be free from defects in design, material, and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Trust (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Ethical Standards

3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3 The Supplier shall comply with the following Trust Policies, which are available upon request: Child Safeguarding; and Anti-Bribery and Corruption.

4 Delivery / Performance

4.1 The Goods shall be delivered to, and the Services shall be performed on the date or within the period stated in the Agreement. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Agreement, the Supplier shall give the Trust reasonable written notice of the specified date.

4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Trust or its agents at the address specified in the Agreement.

- 4.4 Risk of damage to or loss of the Goods shall pass to the Trust in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Trust on completion of delivery.
- 4.5 The Trust shall not be deemed to have accepted any Goods or Services until the Trust has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Trust shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Trust's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Trust may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

- 5.1 The Supplier shall indemnify the Trust in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Trust as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Trust by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

6 Termination

- 6.1 The Trust may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one week's written notice.
- 6.2 The Trust may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
 - b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Trust.
- 7.3 In the event of termination, all existing purchase orders must be completed.

7 Supplier's Warranties

- 7.1 The Supplier warrants to the Trust that:
- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
 - b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Trust; and
 - c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Trust to expect in all the circumstances.

8 Force majeure

- 8.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 8.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Trust may terminate the Contract immediately by giving written notice to the Supplier.

9 Personal data and confidentiality

- 9.1 The Supplier shall sign a separate confidentiality agreement included at Appendix A.

10 General

- 10.1 The Supplier shall not use the Trust's name, branding or logo other than in accordance with the Trust's written instructions or authorisation.
- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Trust's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" should be via email.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with Scottish Law. Parties irrevocably submit to the exclusive jurisdiction of the courts of to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.