

T: 03459 335577 helpline@defra.gov.uk www.gov.uk/defra

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Your ref:	
Our ref:	
Date:	

#### COMMERCIAL IN CONFIDENCE

Dear

Contract Award for the supply of Services to Neurodiversity in the farming community - Farmers Weekly

Following your proposal emailed to for the supply of services for the above to Defra, we are pleased to award this contract to you.

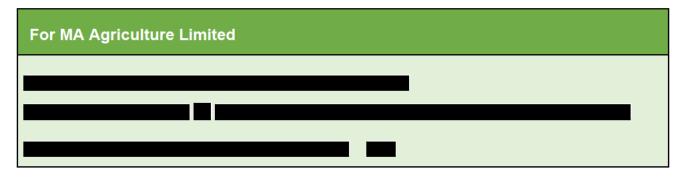
This letter (Award Letter) and its Annexes set out the terms of the Agreement between Defra as the Authority and MA Agriculture Limited as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "Conditions"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

- 1. The Services shall be Delivered in accordance with the following:
  - Appendix 2a: Specification/Description of Requirement
  - Appendix 2b: Contractor's Proposal
- 2. The charges for the Services are set out in the Contractor's Proposal (Appendix 2b) and the Charges Schedule (Appendix 3)

- 3. The specification of the Services to be delivered is as set out in Appendix 2a
- 4. The address for notices of the Parties are:





5. The Authority may require the Supplier to ensure that any person employed in the supply of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Agreement, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the supply of the Goods.

### **Payment**

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to **Accounts-payable.def@gov.sscl.com**. Alternatively, you may wish to post your invoice to:

Shared Services Connected Ltd, DEF Procure to Pay PO Box 790 Newport Gwent NP10 8FZ

We will issue you with a unique PO number. To avoid delay in payment it is important that your invoice is compliant and that it includes a valid PO Number as well as the Contract ref and title of the contract (Neurodiversity in the farming community - Farmers Weekly's) and the Project /Contract Managers name and tel/email details.

Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Accounts-payable.def@gov.sscl.com or by telephone 0345 603 7262 between 09:00-17:00 Monday to Friday.

#### Liaison

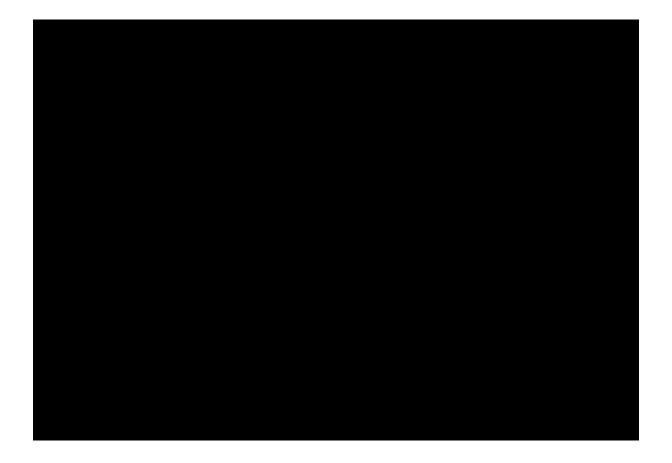
For general liaison your contact will continue to be

We thank you for your co-operation and look forward to working with you. The Authority would be grateful if you could sign and date this contract as your acknowledgment and acceptance of it within five working days.

Yours sincerely



Please sign as acceptance of the terms set out in this Award Letter and the annexed Conditions



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

1.	Purchase Order Number	ТВС
2.	Customer	
3.	Contractor(s)	
4.	Defra Group Members	The following Defra Group members will receive the benefit of the Services / Deliverables:
5.	The Agreement	This Order is part of the Agreement and is subject to the terms and conditions appended at Appendix 1 and shall come into effect on the  Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.  The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):  a) this Order;  b) the terms and conditions at Appendix 1; and  c) the remaining Appendices (if any) in equal order of precedence.

6. Deliverables	Applicable Deliverables	Goods Only: □	
		Services Only: ⊠	
		Good and Services: □	
	Goods	None	
	Services	Services being delivered are as detailed in the following:	
		<ul> <li>Appendix 2a: Specification/Description of requirement</li> <li>Appendix 2b: Contractors Proposal</li> <li>Appendix 3: Charges</li> </ul>	
7. Start Date	01 January 2025		
8. Expiry Date	30 November 202	25	
	Subject to business need, satisfactory performance and further spend approval, this contract could be extended for a further 6-month period.		
	-	variations under contract must have prior business communicated to the Contractor by way of a Change (N).	
9. Charges	The Charges for the Services shall be as set out in Appendix 3 – Charges		
	The Charges are	fixed for the duration of the Agreement.	
10. Payment	A purchase requisition will be generated on the SOP System by the Project/Contract Manager or his staff for the total contract value of £15,000.00. A copy of this signed contract will be attached to the purchase requisition and the purchase order number (once generated) will be communicated to the Contractor, so they can reference the PO number on their invoice.		
	All invoices will be	e emailed to Accounts-payable.def@gov.sscl.com	
		may wish to post your invoice to:	
	Shared Services DEF Procure to F PO Box 790 Newport Gwent NP10 8FZ		
		n payment it is important that your invoice is compliant and that it PO Number as well as the Contract ref and title of the contract	

	(Neurodiversity in the farming community - Farmers Weekly's) and the Project /Contract Managers name and tel/email details.
	Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Accounts-payable.def@gov.sscl.com or by telephone 0345 603 7262 between 09:00-17:00 Monday to Friday.
11. Contractor's Liability Cap (Clause 13.2.1)	The contractor's level of liability should be ten times the value of the contract. For this particular contract, that's liability in the region of £150,000.00
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be
13. Contractor's Authorised Representative	For general liaison your contact will continue to be
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option A in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
	<u>Default Option</u> - Option A: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.
	Option A reflects a more standard position on ownership of IPRs and should be considered the default option. This should be used where the Customer should retain ownership of any New IPR and ensure that the Contractor cannot use it outside of Agreement delivery.
15. Progress Meetings and Progress Reports	Please see the following:
	<ul> <li>Appendix 2a: Specification/Description of requirement</li> <li>Appendix 2b: Contractors Proposal</li> </ul>

	Appendix 3: Charges
16. Address for notices	Customer
	Contractor
17. Key Personnel of the Contractor	
18. Procedures and Policies	For the purposes of the Agreement:
	The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check
19. Special Terms	Not Applicable
20. Additional Insurance	Not Applicable

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: ⊠

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

This Contract will be governed by the Customer's Standard Good & Services Terms and Conditions which can be located on the <u>Defra Website</u> and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'

### Appendix 2a: Specification/Description of requirement

### **Objectives**

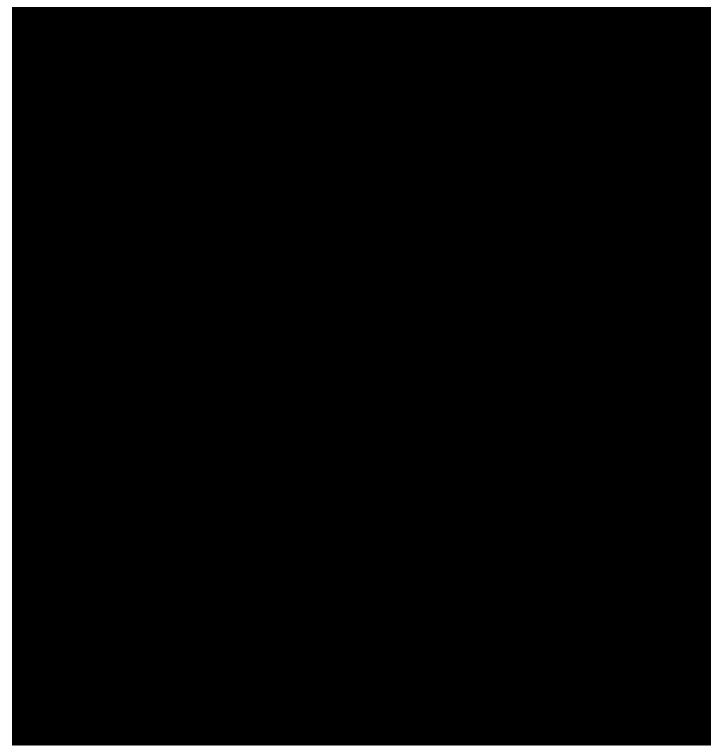
We are seeking access to a high-quality survey on neurodiversity in the farming sector, a comms partnership with the most widely read weekly Farming Magazine and the opportunity to set out how Defra is working to improve the accessibility of its service to farmers.

Farmers Weekly are running a campaign on neurodiversity and Defra funding will allow us to join that campaign and adapt it to better support Defra objectives. Only they are focusing on this issue and only they have access to the breadth of audience we will be able to access.

Through the campaign Farmers Weekly have commissioned a robust statistical survey into neurodiversity in the farming sector. By joining as Partners, we are able to access the results of that and use it to inform our policy and service development. We have a longstanding need for this information and have not been able to implement a Defra led way to achieve this. Joining as partners is a very low-cost way of accessing information that if Defra led would cost significantly more.

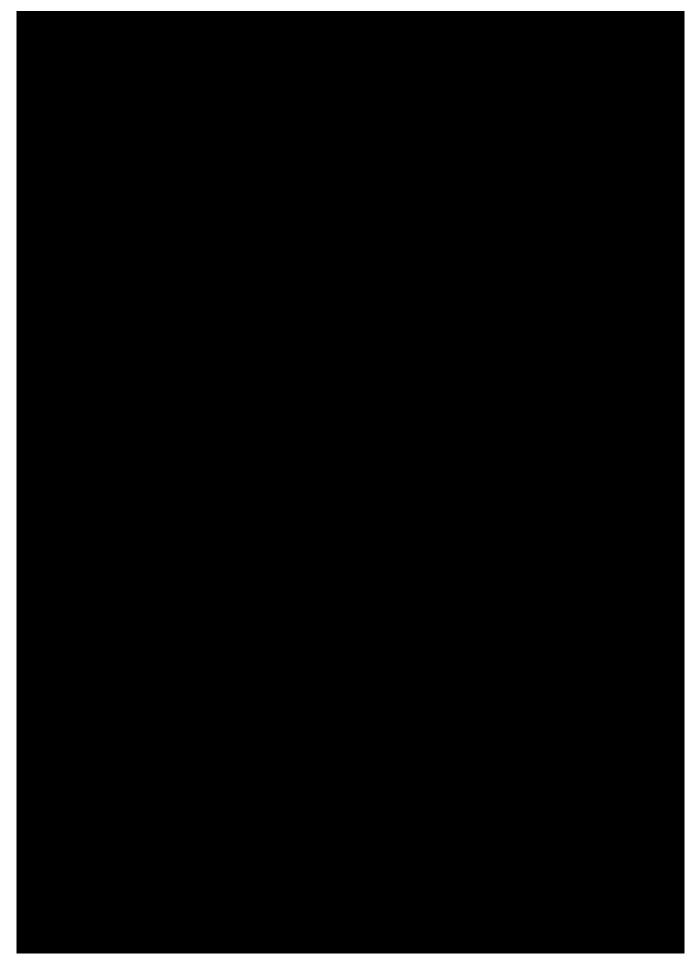






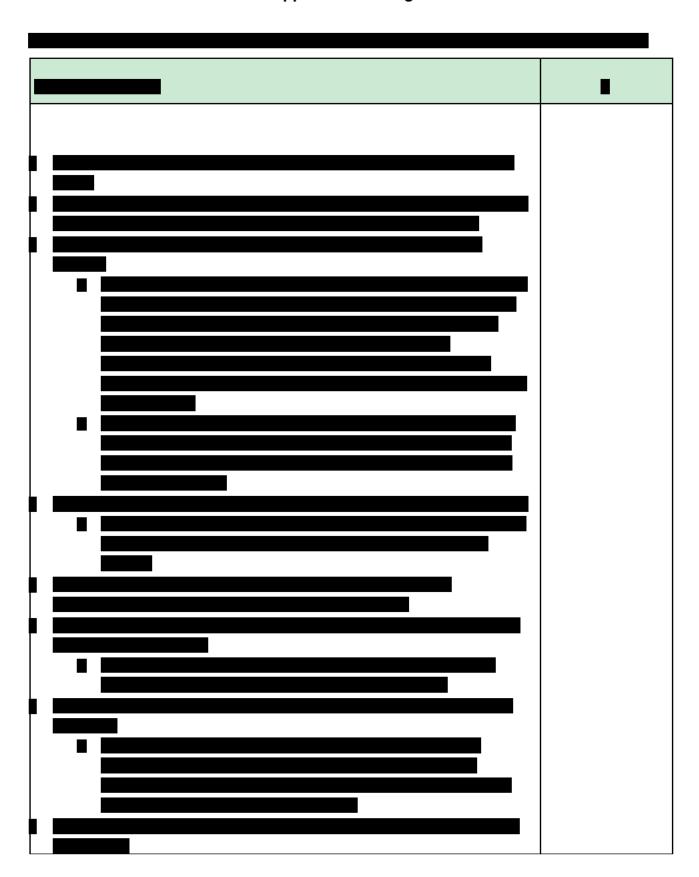








# Appendix 3: Charges





# Appendix 4: Processing Personal Data (N/A)

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	
Do Contractors need to have	Yes: □
Cyber Essentials or equivalent	No: □
	Yes: □
Do sub-Contractors need to have	Yes: □
Cyber Essentials or equivalent	No: □
Or	
Cyber Essentials Plus or equivalent.	Yes: □
	No: □
	Where no option is selected, Suppliers and Subcontractors that Process Government Data are to have Cyber Essentials or equivalent

- Where Cyber essentials are required, Contractors must ensure they and Subcontractors must have these in place before handing Customer Data and maintain these throughout the Term.
- The Contractors must ensure it, and its staff and subcontractors comply with the Expected Behaviours (set out in para 16 of the Government Security Classification Policy
- The Contractors must comply with any reasonable instructions, including any security requirements set out in the contract and this form.