



Department  
for Environment  
Food & Rural Affairs

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Peasholme Green, York www.gov.uk/defra  
YO1 7PZ

[REDACTED]  
The Andersons Centre  
[REDACTED]

**Your ref:** 23285  
**Our ref:** ECM\_52569  
**Date:** 1 August 2018

Dear Sirs,

## **Award of contract for the supply of Non-Tariff Measures in Agri-Food Trade Research**

Following your tender/ proposal for the supply of Non-Tariff Measures in Agri-Food Trade Research to Department for Environment Food & Rural Affairs, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Department for Environment Food & Rural Affairs as the Customer and The Andersons Centre as the Contractor 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 Contractor terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The Services shall be performed at the Contractor’s premises, [REDACTED] with site visits if necessary.
- 2) The charges for the Services shall be as set out in Annex 2 – Pricing Schedule.
- 3) The specification of the Services to be supplied is as set out in Annex 3 – Service Specification.
- 4) The Term shall commence on 10 July 2018 and the Expiry Date shall be 31 January 2019.

- 5) The Non-Disclosure Agreement as set out in Annex 4 will apply to the Contractor and all Sub-Contractors.
- 6) A Project Inception Meeting took place on 12 July 2018, from 1:00PM to 3:00PM at the Defra Offices, [REDACTED]. The inception meeting did not identify any major scope changes, therefore the fixed cost set out in the Contractor's proposal did not require change. Annex 2 sets out the pricing schedule and Annex 5 sets out the discussions and agreements made during the 12 July meeting.
- 7) For clarity, The Anderson centre are the lead Contractor with all contractual responsibility, sub-contracting elements from other contributors.
- 8) The address for notices of the Parties are:

**Customer**

Defra Group Commercial  
Department for Environment Food &  
Rural Affairs

[REDACTED]

Attention: AHFF Category Manager

Email:

[REDACTED]

**Contractor**

The Andersons Centre

[REDACTED]

Attention: [REDACTED]

Email:

[REDACTED]

- 9) The following persons are Key Personnel for the purposes of the Agreement:

[REDACTED]

- 10) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a "**Relevant Conviction**"), or is found by the Contractor 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 Services.

## Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: [Accounts-Payable.def@sscl.gov.uk](mailto:Accounts-Payable.def@sscl.gov.uk) or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. Within 10 Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). 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@sscl.gov.uk](mailto:Accounts-Payable.def@sscl.gov.uk) or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

## Liaison

For general liaison your contact will [REDACTED]

[REDACTED] We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours sincerely

[REDACTED]  
Senior Category Manager [REDACTED]  
Defra Group Commercial

[REDACTED]  
[REDACTED]



Department  
for Environment  
Food & Rural Affairs

# Short Form Contract

## Contract for Non-Tariff Measures in Agri-Food Trade

Contract Reference ecm\_52569

July 2018

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# 1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  Government Department;  Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  Non-Ministerial Department; or  Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;

“Controller”	has the meaning given in the GDPR;
“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Access Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;

“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);

“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

## **2. Basis of Agreement**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor's notification of acceptance via Bravo within [7] days of the date of the Award Letter.

## **3. Supply of Services**

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

## **4. Term**

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## **5. Charges, Payment and Recovery of Sums Due**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies

under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
- 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6. Premises and equipment**

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All

equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.

- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7. Staff and Key Personnel**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8. Assignment and sub-contracting**

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

## **9. Intellectual Property Rights**

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed

pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
- b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

## **10. Governance and Records**

10.1. The Contractor shall:

10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2. The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the

Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## **11. Confidentiality, Transparency and Publicity**

11.1. Subject to clause 11.2, each Party shall:

11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2. to its auditors or for the purposes of regulatory requirements;

11.2.3. on a confidential basis, to its professional advisers;

11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and

11.2.6. where the receiving Party is the Customer:

a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

- b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12. Freedom of Information**

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
  - 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

### **13. Protection of Personal Data and Security of Data**

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
  - a. a systematic description of the envisaged processing operations and the purpose of the processing;

- b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
  - i. nature of the data to be protected;
  - ii. harm that might result from a Data Loss Event;
  - iii. state of technological development; and
  - iv. cost of implementing any measures;
- c. ensure that :
  - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
  - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
    - 1. are aware of and comply with the Contractor's duties under this clause;
    - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
  4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
  - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if it:

- a. receives a Data Subject Access Request (or purported Data Subject Access Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- d. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- a. the Customer with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Customer following any Data Loss Event;
  - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;

- b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Customer; and
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and.
  - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.

13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

## **14. Liability**

14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## **15. Force Majeure**

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **16. Termination**

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
  - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
  - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17. Compliance**

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises

and which may affect the Contractor in the performance of its obligations under the Agreement.

17.2 The Contractor shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Contractor shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

## **18. Prevention of Fraud and Corruption**

18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its

shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

## **19. Dispute Resolution**

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20. General**

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into

and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21. Notices**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

## **22. Governing Law and Jurisdiction**

- 22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## Schedule 1 - Processing, Personal Data and Data Subjects

1. The contact details of the Customer Data Protection Officer are:

[REDACTED]

2. The contact details of the Contractor Data Protection Officer are:

[REDACTED]

[REDACTED]

3. The Contractor shall comply with any further written instructions with respect to processing by the Customer.

4. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Subject matter of the processing	Processing data from primary research interviews and associated means (e.g. Data Input Forms completed by interviewees, and accompanying workshops) as input to help assess the costs associated with Non-Tariff Measures (NTMs) in selected agri-food sectors
Duration of the processing	Commence 24 <sup>th</sup> July 2018 up to 31 <sup>st</sup> December 2018. If these dates change, the contractor will inform Defra as appropriate.
Nature and purposes of the processing	<p>The nature of the processing includes operations such as collection, recording, organisation, structuring, storage, adaptation or alteration of data collected from primary research and associated means which are used to developed models of NTM-related costs.</p> <p>As part of this process, the nature of operations may also include: data retrieval; consultations based on estimated data; use of example NTM costing data in workshops;</p>

	<p>disclosure of data by transmission, dissemination or otherwise making available; alignment or combination of data; as well as restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purpose: to provide an accurate assessment of NTMs and their associated costs across the agri-food sectors specified by Defra in the Invitation To Tender (ITT).</p>
Type of Personal Data	Name, address, date of birth, telephone number, email addresses, job role/function, key responsibilities
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, subject matter experts in commercial companies, trade associations, governmental organisations and other bodies, etc.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Once processing is complete, data will be retained for as long as is specified by Defra to ensure that all necessary project follow-ups etc. are undertaken. Thereafter, it will be destroyed by being deleted from all relevant servers operated by The Andersons Centre. Sub-contractors will also be required to destroy any data they obtain from primary research interviews or modelling data which is shared with them as part of the research in accordance with Defra's wishes.</p>

## Annex 2 – Pricing Schedule

In line with the requirement detailed in the ITT this contract will be delivered on a Fixed Cost basis. Fees may be refined if there are significant changes to the original project scope, all changes must be agreed in advance by the Department for Environment Food & Rural Affairs as the Customer.

If there are significant changes to the original project scope that requires the fees to be adjusted, this will be dealt with through the variation and change control process. In line with clause 20.3 of the short form contract the Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

The work will be primarily undertaken by The Andersons Centre with support provided by [REDACTED] throughout the project. The fees are set-out below.

### Days, Fees and Standard Day Rates

	No. Days Charged	Standard Day Rate (£)	Discount Applied	Discounted Day Rate (£)	Charge (based on Standard)	Charge (based on Discounted)
[REDACTED]						
<b>Total Hours and Fees</b>	<b>94.6</b>					<b>£69,628</b>

**Price Schedule - Total Charge** £69,628

\* 2 Days allocated Defra only charged for 0.6 days, balance of 1.4 days is complimentary

Provision for travel expenses have not been included in the above fees and will be charged at the Travel and Subsistence rates set-out in the ITT. An indicative breakdown of anticipated travel expenses is set-out below. These costs are considered indicative and claims will be considered in line with Defra's Travel and Subsistence Policy.

Update Meetings: Travel costs will be based on 2 staff travelling to London from the Nottingham area. These journeys will be made via train and based on a £153.50/person Anytime Day Travel Card as advertised on the East Midlands train website. An additional

£25/person is also assumed for subsistence and mileage, estimated expenses of £178.50/person per journey.

For the duration of the project, it is assumed that there will be 5 meetings in London, with 2 staff travelling to each. This would mean £1,785 in travel and subsistence. Where possible, if savings can be made on these estimated, The Anderson Centre will endeavour to do so.

Primary Research Related Travel: industry interviews would be undertaken using a combination of face-to-face and telephone conversations, with the latter being used as long as quality is not compromised. For budgeting purposes, it is assumed that 25% of interviews would be carried out face-to-face, which would equate to 11 interviews. As the potential interviewees have not yet been finalised, it is difficult to give an exact figure on mileage.

However, for budgeting the assumption is that each face-to-face interviewee is 100 miles away from The Anderson Centre offices (some will be further, some will be less). Based on a 200 mile round-trip @ 45p/mile, this would equate to £90 per trip. Therefore, for 11 interviews, the estimated expenses would be £990. Where possible, if savings can be made on these estimated, The Anderson Centre will endeavour to do so.

Total estimated expenses: based on the above – the projected expenses would be £2,775 for budgeting purposes.

Claims shall always be supported by valid receipts for audit purposes and must not exceed any of the stated rates outlined below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

## **Travel and Subsistence Rates**

### **Rail Travel**

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

### **Mileage Allowance**

<b>Mileage Allowance</b>	<b>First 10,000 business miles in the tax year</b>	<b>Each business mile over 10,000 in the tax year</b>
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p

<b>Mileage Allowance</b>	<b>First 10,000 business miles in the tax year</b>	<b>Each business mile over 10,000 in the tax year</b>
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

\*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

\*\* Under HMRC rules this expense is taxable.

## **UK Subsistence**

<b>Location</b>	<b>Rate (Upper Limit)</b>
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night

## **Payment Milestones**

Payment in relation to the project will be paid proportionally based on successful delivery of the following project milestones:

- Literature Review – 10%
- Interim Report and Presentation – 25%
- Completion of Fieldwork – 25%
- Final Report – 40%

The criteria for successful delivery of the milestones is as follows:

### **1. On completion of literature review (end July) - 10%**

- The supplier will provide a Microsoft Word literature review of existing research assessing the impact of NTMs in the agri-food sector, focussing on UK-EU trade and processes related to exporting from third countries into the EU
- This shall include a table summarising NTM AVE estimates for the agri-food sector and sub-sectors, detailing the methodology and assumptions
- The report shall prioritise granular 'bottom up' work on estimating NTMs (over 'top down' gravity modelling)

## **2. Interim report and presentation (start September)- 25%**

- After interviews have begun, the supplier will provide a short Microsoft Word report and PowerPoint presentation on the preliminary findings and the data collected
- The report shall cover at least three of the high priority product sectors identified by Defra
- Evidence gaps shall be highlighted in the report
- The report shall include one case study
- These findings shall be presented to Defra in a PowerPoint format

## **3. On completion of field work (end October) - 25%**

- The sampling methodology and rationale will be agreed with Defra beforehand
- All interviews with the agreed list of stakeholders will have been completed (if interviews have not been held with some organisations, the reasons why shall be explained clearly and alternative stakeholders suggested and approached)
- Information and data collected during the interviews shall be provided to Defra in an agreed format

## **4. Finalised report, data and presentation (start December) - 40%**

### **Report:**

- The final report will describe the findings from the project in detail. It will:
- Outline the NTMs agreed by Defra and supplier in detail
- Describe the research methodology and sample base
- Describe the NTM costs, summarised by type of product and impact
- Provide AVE tariff estimates for each product
- Outline evidence gaps and provide suggestions for future research
- The report will be provided as a Microsoft Word document.
- A 2 page executive summary will be provided as a Microsoft Word document

### **Data:**

- Data and AVEs are to be provided to Defra in an agreed Excel template
- AVEs shall be provided for all agreed products
- All values are to be in pound sterling (£) per tonne of product
- The minimum, maximum and a best estimate of NTM costs shall be provided, grouped according to the different stages of production and export/import
- Fixed and variable costs shall be identified, with the supplier distinguishing between short-term and long-term costs
- A reference/link to the source used shall be provided
- An explanation of any assumption made shall be included
- The data model shall be sufficiently dynamic to allow for the input of new data in the future

### **Presentation:**

- The supplier is to provide a PowerPoint presentation to summarise the findings from the final report

- This will be presented to Defra and may require more than one session to allow for wider attendance

Milestone payments will not be made until the Milestone has been agreed as delivered by both parties.

A milestone delivery certificate shall be submitted by the Contractor to the Customer providing an overview of what was delivered and when in relation to the milestone. As a minimum the milestone delivery certificate shall contain:

- Contract reference number
- Contract Name
- Milestone Number
- Items delivered under the milestone
- Date and method of milestone delivery

## **Annex 3 – Service Specification and Supplier Methodology**

### **Project Aim**

The aim of this project is to produce quantitative estimates of the costs of compliance with NTMs via a comprehensive review of trade processes and logistics in the agri-food sector. The impact of NTMs on supply chains shall be addressed: how sensitive are they to an increase in the cost of NTMs? Where relevant, potential changes in the behaviour of firms shall be identified.

Agri-food is defined here as agricultural commodities, food and drink falling into the following categories<sup>1</sup>: *Products of Animal Origin (POAO); Food and Feed not of Animal Origin (FNAO); Germinal Products; Live Animals; Seeds/Timber; Beverages; Composite Products; Organic Products.*

This project does not cover fish and fishery products.

The project shall consider the cost of NTMs currently faced by UK importers when trading within the EU and identify what additional NTM costs may be faced as a third country exporting to the EU. These costs shall be provided on an Ad Valorem Equivalent (AVE) basis (i.e. what tariff percentage, for a given value of exports, would have an equivalent impact on business). The project shall consider these costs within the markets for the specific groups of agri-food products as agreed with the project steering group.

### **Methodology**

#### **Objectives**

The project shall identify what specific processes must be followed by UK firms to meet EU agri-food import requirements and how these will differ for a third country exporting to the EU. A set of quantitative estimates of the costs that result from specific NTMs for each step in the trade process shall be provided for the specified agri-food sectors. The project shall consider how supply chains operate and the impact of NTMs on supply chains. The data gathering exercise is expected to centre on interviews with relevant organisations<sup>2</sup>. The supplier shall recommend how the required information will be collected.

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<sup>1</sup> More detail in Section 7.

<sup>2</sup> Further detail on interviews in Section 8.

## Scope

The project shall cover the specified agri-food sectors only, this project does not cover fish and fishery products. Current UK-EU import processes and those for third countries exporting to the EU are the focus of this project. Customs processes are out of the scope, this project shall focus on trade processes specific to the agri-food sector only.

## Methods

- **List of NTMs:** Defra will provide an initial list of NTMs faced by firms currently trading with the EU and additional NTMs faced by third countries exporting to the EU for the supplier to verify. The supplier is required to validate the list of NTMs, ensuring all relevant NTMs are identified.
- **AVE methodology:** The supplier shall provide Defra with a proposed methodology, detailing what data is to be collected and how estimates of Ad Valorem Equivalents (AVEs) will be calculated. The supplier shall identify fixed and variable costs and distinguish between short-term and long-term costs. A minimum, maximum and best estimate of the cost shall be provided for any NTM considered in the project, in absolute terms (cost per tonne) and AVE terms. The estimates shall be at a product level and based on a step-by-step analysis of trade processes, taking into account the full range of compliance costs, including third party fees, internal business costs and other costs.
- **Sample frame:** The supplier shall create a list of those organisations it intends to interview and consult with Defra regarding their suitability before proceeding to interview. The interviewees chosen shall be diverse to the extent that their collective response will provide a detailed overview of the potential effects of NTMs on the UK agri-food industry.
- **Cognitive interviews:** The supplier shall hold cognitive interviews with a small number of organisations. The results shall be fed back to Defra in the same format as the final results will be in. This will allow Defra to check that the supplier's approach will produce the results required and refinements can be made to the interviews as needed.
- **Interviews:** The supplier shall interview the organisations agreed with Defra. The interviews shall provide an understanding of how NTMs impact the supply chain and quantitative evidence on the NTM compliance costs. Where a monetary cost cannot be specified, the interviewer shall ensure that all the information needed to calculate this cost is collected or is available elsewhere. This may include, but is not limited to, staff salaries for increased labour requirements; the reduction in sales prices for products which are delayed; the cost of certificates as well as any staff training, new plant or machinery which may be required. More detail on the interview questions is provided in the Annex. The supplier shall ensure that they keep a record of the completed interviews, partial interviews, and interview requests that were refused to inform the final report.
- **Interim-Report:** An interim-report shall be provided to Defra for feedback when sufficient interview material has been collected.

- **Report:** The final report will detail the findings from the interviews. It will reiterate the agreed list of NTMs, along with any others raised by interviewees. Each NTM will be described in clear terms suitable for policy teams from a wide range of academic backgrounds. The potential impact of each measure on firms and how they operate will be explained, with any calculations and assumptions made clear. The report will also outline the impact of NTMs on firms by product.
- **Dataset:** The disaggregated costs of each NTM identified by the supplier shall be provided to Defra in an Excel spreadsheet based on the AVE methodology agreed with Defra. The data collected shall be both granular and reliable, in that it considers each of the above separately but contains a sufficient amount of data on each. It is for the supplier to determine what the appropriate amount of data to collect for each of these categories is. The supplier will make it clear how the AVE has been calculated, and this calculation will be carried out within the Excel spreadsheet itself. If an exchange rate is used, this shall be recorded and the source provided.
  - The Excel spreadsheet will be flexible in that Defra policy staff will be able to modify values (for example, to simulate a change in the cost of a certificate or the repeal of a specific NTM) and have the AVE automatically recalculate.
- **Presentation of findings to Defra and respond to questions:** The supplier will prepare a slideshow, outlining their methodology and explaining their findings. Defra staff and other interested parties will receive the report and data in advance of the presentation and will be able to put questions to the supplier. The research will not be published and will be subject to a Non-Disclosure Agreement.

## Deliverables

### List of NTMs

- Validated list of NTMs determined by the supplier, the costs for which will be calculated in the later stages of the project.
- The list will be provided to Defra in a Microsoft Word document for consideration by policy staff.

### List of potential interviewees

- List of potential interviewees to be determined by the supplier. The list will detail who the firms are, the products they trade, their size and why they have been chosen.
- The list will be provided to Defra in a Microsoft Word document.

### Test interviews

- Cognitive interviews are to be carried out by the supplier with a small number of firms.
- The results are to be used as they would be when all interviews are carried out, with data provided to Defra in Excel format. A short Microsoft Word report shall be provided detailing the findings of the cognitive interviews i.e. how the questions were interpreted, noting any recommendations for improvement.

- Defra will provide feedback on the supplier's approach and any refinements will be made before further interviews are carried out.

### **Interim report**

- After interviews have begun, the supplier will provide details on preliminary findings.
- This will provide Defra with an update on the progress of the project. It will also provide Defra with a sense of the quality and robustness of the data being collected.
- This will be provided in Microsoft Word format.

### **Data and AVEs**

- Data and AVEs are to be provided to Defra in an agreed Excel template.
- AVEs shall be provided for all products.
- All values are to be in pound sterling (£) per tonne of product.
- The minimum, maximum and a best estimate of NTM costs shall be provided, grouped according to the different stages of production and export/import.
- Fixed and variable costs shall be identified, with the supplier distinguishing between short-term and long-term costs.
- A reference/link to the source used shall be provided.
- An explanation of any assumption made shall be included.

### **Final report**

- The final report will describe the findings from the project in detail. It will
  - Outline the NTMs in detail.
  - Describe the costs, summarised by type of product and impact.
  - Provide AVE tariffs for each product.
- The report will be provided as a Microsoft Word document.
- A 2 page executive summary will be provided as a Microsoft Word document.

### **Presentation**

- The PowerPoint presentation will summarise the findings from the detailed final report.
- This will be presented to Defra. Staff will ask any questions they may have.

### **Quality Assurance**

As part of this contract recognised standards must be applied by the contractor and agreed by the project steering group to the process of data collection and analysis.

### **Data format and delivery**

The supplier output shall be shared via a secure file sharing site. Spreadsheets will be provided in Microsoft Office Excel format, with a password required to view any data or modify any part of it. The appropriate virus checks and Quality Assurance of data are to be completed by the contractor on all data prior to dissemination. All calculations will be performed within the spreadsheet. Where appropriate, calculations will use cell references rather than typed values. Explanations will be provided for all

calculations and all values, either through the use of comments or within a separate annex.

Where documents are requested in Microsoft Word format, these must require a password to view or edit.

Ownership and copyright of data shall be agreed with Defra and clearly stated in the contract.

Contractors must supply a plan to describe their quality assurance and quality control procedures as part of the contract. Contractors will be required to provide documentary evidence of their compliance with their own QA/QC procedures.

The contractor shall facilitate the completion of these QA/QC checks. However, all products supplied will also be subject to quality checks by Defra to ensure they meet the agreed standards, and Defra reserves the right to audit the contractor's QA and QC procedures. In all cases, if the products do not meet the required quality standard the contractor will have to undertake appropriate remedial action and then re-supply the product. All costs associated with such remedial action will be borne by the contractor and will not be charged to Defra.

### **Compliance with Codes of Practice**

The contractors shall confirm their compliance to the Joint Code of Practice for Research (<https://www.gov.uk/government/publications/joint-code-of-practice-for-research-jcopr>) The green book (<https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government>), the magenta book (<https://www.gov.uk/government/publications/the-magenta-book>), the aqua book (<https://www.gov.uk/government/publications/the-aqua-book-guidance-on-producing-quality-analysis-for-government>) and relevant statistical guidance (<https://gss.civilservice.gov.uk/wp-content/uploads/2012/12/Confidentiality-of-Official-Statistics-National-Statisticians-Guidance.pdf>)

Where relevant, the contractor shall demonstrate their compliance with GDPR legislation.

### **Expected Project Outcomes**

This work will inform other work being carried out by Defra on trade processes, supply chains and modelling the economic future of the agri-food industry.

### **Research Approach, Project Team and Programme of Work**

Responses will be evaluated on the extent to which the proposed research will provide high quality and robust outputs that have been appropriately quality assured, and that fully meet the stated research requirements as set out in the evaluation criteria.

## **Project Management**

The supplier shall provide information on their proposed project team, experience in conducting stakeholder interviews and levels of seniority. A first cut of the project results shall be delivered to Defra by early autumn.

Defra will nominate an officer to act as the initial contact point for the contractor and to manage and review the programme of work through to completion. Defra will establish a steering group for the project, made up of analysts, policy makers, the project officer and including appropriate representation of end-users of the research. The project steering group will monitor progress and provide advice, support and guidance on project scope, methodology, policy focus and research outputs.

Provision shall be made for the contractors to attend an inception, interim meetings at each stage of the project, and a final meeting to discuss the draft final report and project outputs, which may be broadened into a dissemination activity to end users.

The project officer will require weekly progress updates by telephone on the status of the work.

## **Expertise Required**

The work will require experience in trade economics and conducting stakeholder interviews, with experience of working on the economics of agri-food being desirable.

Staff shall have experience of conducting interviews.

## **Agri-Food Sectors:**

- **Products of Animal Origin (POAO):** These are products that derive from animals. POAO include fresh meat, meat products, dairy products, egg products.
- **Food and Feed not of Animal Origin (FNAO):** This description applies to any products that are intended for human or animal consumption, that do not contain any ingredients derived from animals or animal products e.g. fruits and vegetables.
- **Composite Products:** Foodstuff intended for human consumption that contains both processed products of animal origin and products of plant origin and includes those where the processing of primary product is an integral part of the production of the final product e.g. pizza, meat pies.
- **Live Animals:** Cattle, pigs, sheep and goats, equidae, poultry and hatching eggs, aquaculture animals, bees and bumble bees, other "ungulates" listed in Directive 2004/68/EC. Dogs, cats and ferrets in commercial movements.
- **Seeds/Timber:** seeds for sowing, plants for planting, trees for planting, timber (untreated) and timber (heat/chemical treated).
- **Germinal Products:** (a) semen, oocytes and embryos intended for artificial reproduction; (b) hatching eggs.

- Organic Products: This means the use of the production method compliant with the rules established in EC Regulation 834/2007, at all stages of production, preparation and distribution.

### **Interviews:**

The information gathered from interviews shall answer, but are not limited to, the following questions:

- What are the main modes of transport and routes used when trading with the EU?
- What is being traded?
  - What format is the product (frozen products, fresh, etc.)?
  - How large are consignments?
  - To what degree are different consignments of goods (from different companies?) mixed in the same vehicle?
  - How consignments are transported (mode and route)?
- What EU requirements must be met before the border?
- What are the range of direct and indirect monetary costs of NTMs (distinguishing between fixed and variable)?
- Which NTMs will have the greatest impact?
- Is the firm aware of barriers that cannot be readily quantified?
- Are any processes outsourced and if so, to whom, at what cost and why?
- What actions are taken to mitigate risks?
- Which categories of products and firms are most vulnerable to NTMs and why?
- What are the characteristics of the business interviewed, including:
  - Which part of the supply chain does the firm operate in?
  - How large is the firm by number of employees and revenue?
- To what extent is there vertical or horizontal integration in the business and does this span both the UK and EU?

## **Supplier Proposed Methodology**

### **Methodological Overview**

To fulfil the project's objectives, the Anderson Centre will provide a combination of quantitative and qualitative research techniques which will encompass a desk-based study, detailed discussions with a wide range of stakeholders, advanced Excel modelling and a range of verification measures to ensure robustness of the findings.

Given the broad range of products included within each category, the proposed methodology would seek to provide further granularity on the NTM costs particularly in terms of how Ad Valorem Equivalents (AVEs) would be calculated. As a starting point, this would involve a comprehensive assessment of NTMs down to the four-digit commodity code (HS code) level for products within each category using the TRAINS database<sup>3</sup> as a reference. For example, NTM costs expressed in AVE terms for Meat of swine, fresh, chilled or frozen (HS code: 0203) would be expressed in both AVE terms (%) and on a cost per tonne (£/tonne) basis. Where deemed appropriate, this assessment could also go into further depth. For instance, for dairy products such as cheese (HS code: 0406), further granularity could be provided so that NTM costs for grated or powdered cheese (HS code: 040620) or processed cheese, not grated or powdered (HS code: 040630) would also be calculated.

The precise level of detail to be provided within each category would be agreed with Defra at the initiating meeting (see below). The methodology underpinning this approach is set-out as follows.

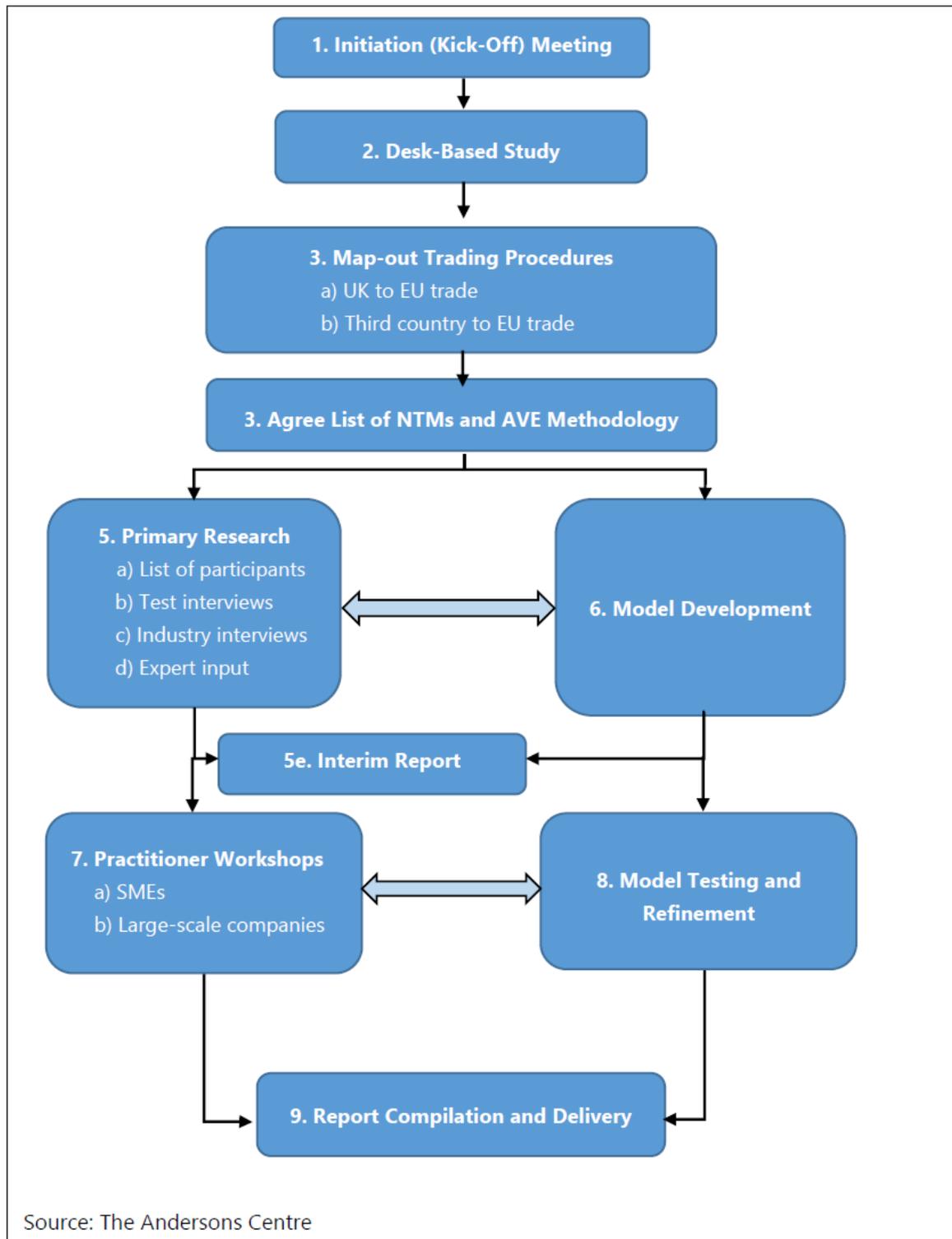
### **Key Methodological Steps**

Figure 1 summarises the main methodological steps proposed for this study which are elaborated in the points that follow.

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<sup>3</sup> See <http://trains.unctad.org/Forms/ProductViewNew.aspx?mode=modify&action=search>

**Figure 1: Summary of Key Methodological Steps**



- 1. Initiation (Kick-Off) Meeting:** in addition to the Contractor and sub-contractor formally meeting the Project Management Steering Group within Defra, this step would identify the various stakeholders involved. It would also get further clarification, where needed, on the research priorities, key measures and specific deliverables that should be developed during the study. This will include clarifying

what specific products are included within the eight product categories listed. For example, leather used for car seats could be considered to be a product of animal origin, but this may not necessarily be reflected in the commodity code given to such products. The kick-off meeting would iron-out potential anomalies such as this so that it is clear at the outset, which products are to be examined and what level of detail is required within each category. At this stage, an initial list of NTMs would be discussed. The Contractor will validate the list of NTMs supplied by Defra with standard international classifications of NTMs, e.g. the MAST classification which was developed in 2012<sup>4</sup>. The Contractor and sub-contractors will also use their own experience to ensure all relevant NTMs are identified. Some NTMs may fall outside of Defra's policy responsibilities and the meeting will be used to confirm how these will be treated in the project. Agreement will also be sought on how the distinction between trade costs and NTM (policy measures) will be covered in the study.

The Initiation Meeting will outline the general analytical framework for the study in further detail. The Defra Steering Group would have the opportunity to pose questions and provide feedback on the analytical framework which would be taken on-board by the Contractor as the study proceeds.

2. **Desk-based study:** would consist of a literature review of existing research assessing the impact of NTMs in the agri-food sector and would primarily focus on UK-EU trade and processes related to exporting from third countries into the EU. Where appropriate, consideration would also be given to agri-food related NTMs on trade conducted elsewhere to determine if any additional insights could be provided on quantifying the impacts in this study (an example would be the report prepared by KPMG for the Dutch Government<sup>5</sup>). For some product categories (e.g. beef trade) where trade across a land frontier (i.e. between Northern Ireland and Ireland) is significant, associated NTMs would also be assessed to determine whether any significant differences which might exist between exporting to the European continent or the Irish Republic. This literature review would also consider the different types of trade undertaken (e.g. Load-On, Load-Off (LOLO) versus Roll-On, Roll-Off (RORO)) and whether any significant differences might exist in terms of calculating the associated NTM costs.
3. **Map-out trading procedures:** building upon the literature review, this step would draw-upon previous studies and current knowledge to map-out the trading procedures and associated NTMs for each product category listed. Where necessary, specific processes relating to sub-categories (e.g. sheep offal versus

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<sup>4</sup> See website - <http://unctad.org/en/Pages/DITC/Trade-Analysis/Non-Tariff-Measures.aspx>

<sup>5</sup> See - <https://assets.kpmg.com/content/dam/kpmg/nl/pdf/2018/sector/overheid/impact-of-non-tariff-barriers-as-a-result-of-brexit.pdf>

beef products) would also be set-out. Here, the trading processes and potential NTMs would be outlined at each stage of the supply-chain from the farmer to the consumer/end-user so that a clear picture could be built-up on which NTMs are likely to have most impact at each stage of the supply-chain. Case Study 3 contains further information on the type of mapping processes which would be undertaken.

4. **Agree list of NTMs and AVE methodology:** following on from the literature review and mapping exercises, the Contractor would share, during an update meeting, its updated list of NTMs which would validate and update the initial list shared during the kick-off meeting. Where requested, specific NTMs would be explained in further detail. At this juncture, the methodology to calculate the Ad Valorem Equivalents (AVEs) would also be discussed and finalised. Broadly, this will build on the mapping of the supply chain undertaken in the previous section. For each NTM likely to have an impact, the compliance costs will be calculated. This will be done from first principles in terms of additional time, operational constraints and any third-party fees. This will then be converted into an Ad Valorem basis. As specified in the ITT, these would include minimum, maximum and best-estimates both in absolute and AVE (%) terms. Additional granularity would be provided on whether NTM costs are variable or fixed and whether they would be incurred in the short-term (within 1-year) or long term (1-year plus). By the end of this step, a comprehensive list of NTMs would be finalised and key methodologies agreed so that the next stages of the research could commence.
  
5. **Primary Research:** the purpose of this step is to collect evidence that would underpin the cost estimates provided in the final deliverables. This would focus primarily on collecting information to answer the questions set-out on page 22 of the ITT (see point No.8 of Section 3) and would also be used to establish robust assumptions which may be needed in calculating NTMs at the product level. In addition to interviewing companies active within each agri-food supply chain, the Contractor also foresees discussions with other key stakeholders such as veterinary officials, port authorities, local authorities, respected market analysts, trade bodies, and industry experts from academia and government. It is noted that many UK-based companies and organisations are unlikely to have experience in importing into the EU on a third-country basis. The proposal therefore envisages that the project will include interviews with representatives from, for example, the US, New Zealand, Australia, Norway, Mercosur etc. The aim will be to give a flavour of the similarities and differences between countries that have Equivalence Agreements and those that do not. However, such comparisons will be cited as examples only as an extensive comparative assessment would be a major task in its own right. As the ITT specifies, this process would consist of the following sub-steps;
  - a. List of potential interviewees: would be provided to Defra at the earliest possible juncture and would specify each organisation's identity, products traded, size and rationale for their selection. Whilst an exact number is not available at this stage, previous experience suggests that a list 3-4 times the

size of the eventual number of interviews undertaken would be required. For companies trading in each product category, both small and medium-sized enterprises (SMEs) and large-scale companies would be targeted as the varying scale and underlying cost base could mean that the NTM costs for each type of organisation could differ significantly.

- b. Test interviews: cognitive interviews will be carried out with 5-6 participants and it is intended to undertake these in-person to garner a more complete picture on the quality of interviews. Upon completion of these test interviews, a short report will be provided to Defra to outline key findings, how questions were interpreted and recommendations for improvement. As per ITT specifications, the Contractor would await Defra's feedback before further interviews would be undertaken.
- c. Industry interviews: following completion of test interviews and incorporating the feedback given, the main body of interviews would be carried out. These will be carried out via a combination of in-person and telephone interviews. A target of 3-4 interviews of companies trading in each category (e.g. live animals etc.) would be set which would include a mix of SMEs and large-scale companies. This would be complemented by additional interviews with other key stakeholders (listed above) so that additional perspectives could be provided on NTM costs. This would include interviewing experts (e.g. veterinarians and port health officials) whose knowledge spans multiple agri-food categories or whose expertise centres on general policy and regulation (e.g. local authority officials). In total, between 40-45 interviews would be carried out depending on the depth of detail required by Defra. This would include around 30 agri-food company interviews and an additional 10-15 interviews with other organisations as set-out above. Where test interviews are deemed to be of sufficient depth and quality, these insights would also be added to the industry interview input.
- d. Supplementary input from experts: where deemed appropriate, industry experts, particularly those operating within commercial companies may be asked to supply supplementary information to complement their interviews. This would consist of an Excel Input Form where information would be sought on topics such as products supplied, segmented by commodity code where possible, industry prices per Kg/tonne and key input costs etc. The exact nature of information sought would be dependent upon the data supplied from elsewhere (e.g. import-export trade data, information supplied by Defra etc.). Any input forms developed would be shared and agreed with Defra at the test interviews stage or before.
- e. Interim-report findings: would be supplied to Defra as the interviews are taking place. This will give a flavour of the key findings to date so that Defra would have a sense of quality and robustness of the data being collected. It

will also update on other key areas of the project (i.e. Model Development) and any other issues to consider as the project progresses.

6. **Model Development:** would run concurrently with Step 5. Based on the general framework agreed at the kick-off meeting, the Contractor would develop a comprehensive Excel-based model covering all of the products, cost-types (fixed, variable), duration (short-run, long-term) and scenarios (min, max and best estimate) under consideration. As per ITT specifications, the model would show NTM costs in terms of AVE and in £ per tonne for each product. These will also be itemised by production stage (e.g. farm level, processing, transport/logistics, retail etc.) and illustrations of the potential deliverables are shown in Section 2.3 (see Figure 5 and 6). As Case Study 2 in the Appendix shows, Andersons have considerable experience in developing advanced models across agri-food supply chains covering multiple scenarios and business types. Furthermore, as requested in the ITT provision will also be made for Defra users to amend exchange rate assumptions as appropriate to tweak calculations as currency rates evolve. As mentioned above, provision will also be made for calculating customs-related NTM costs where they are deemed to be fundamental to calculating agri-food NTMs generally, but these will be separated out from other calculations so that the non-customs-related NTMs only are estimated. Furthermore, as the NTMs will initially be calculated on a cost per tonne basis and then converted into AVEs in the Excel model, provision will also be made to enable Defra users to change product prices (e.g. grated or powdered cheese (HS code: 040620)). The rationale for doing this is that when commodity prices change the model will be sufficiently dynamic to account for these, thus future-proofing the model to a large extent.
7. **Practitioner workshops:** based on the input provided during the industry interviews, this step would involve conducting a series of one-day workshops by product category to analyse and validate the methodology used and to test the model development outputs. The purpose of these workshops is to validate the Excel-based model and to sense-check the methodology used to calculate the NTMs to ensure that both reflect the commercial realities of international trade. These sessions which would consist of approximately 8-10 participants including a combination of SMEs, large-scale companies and other stakeholders (e.g. subject matter experts). Firstly, the methodology and rationale underpinning the calculations and estimates would be set-out. Thereafter, participants would be provided with an overview of the model, using standardised industry costings applicable to their sector. This will provide a basis to critique the model and the feedback would be incorporated into the model testing and refinement stage (see next step).

Given the sensitivity of the information shared, all participants would have to complete and sign a non-disclosure agreement (NDA). In instances where there might be commercial sensitivities (e.g. costing information of SMEs being viewed by large-scale competitors) such participants might be separated into different

workshops. For example, one workshop might target SMEs operating in the POAO and Live Animals categories, whilst another might include large-scale companies operating in similar sectors. Throughout this process, the Defra Steering Group would be updated regularly and a list of the participants for each workshop would be shared with Defra in advance.

Overall, it is envisaged to hold 6-8 workshops and the proposed programme for each workshop would be shared with Defra 4-6 weeks in advance of their scheduled date.

8. **Model testing and refinement:** drawing-upon the workshop feedback, this step focuses on refining the model's calculations so that they reflect commercial reality as closely as possible. During this stage, the model would firstly undergo rigorous testing by Contractor staff not directly involved in its construction to help ensure that the model is intuitive and user-friendly. An element of model testing would also take place during the initial model development stage to verify its robustness when sharing with workshop participants. During this step, it is also planned to give a trial demonstration to Defra Steering Group to ensure that it meets Defra's needs and can be understood and applied effectively.
9. **Report compilation and delivery:** would commence as the research interviews are nearing completion and as the Excel model development is underway. It would summarise the key findings from the literature review and would detail the key findings from the primary research, practitioner workshops as well as the key assumptions and caveats that need consideration when analysing the estimates in the Excel model. As a result of the above steps, it is envisaged to provide both a top-down and bottom-up assessment of NTM costs. The top-down approach would primarily draw upon the desk-based review of existing research and the trading procedures mapping process to set-out the NTM costs at a general sector level. The bottom-up approach would draw-upon the primary research interviews and practitioner workshops to obtain detailed calculations within each category. The findings of both approaches would be set-out in detail in the report accompanied by an explanation and commentary on key similarities and differences, thus giving Defra a more robust assessment of the overall impact of NTMs.

As the report takes shape, it will be periodically peer-reviewed by Contractor staff not directly involved in its day-to-day compilation. Defra will also be informed weekly on report progress and where appropriate, excerpts from the report (e.g. draft chapters) will be shared with Defra staff for review.

As outlined in Section 3, once the report has been delivered, a presentation of the key findings would be made to Defra staff. At this juncture, questions from Defra would also be addressed. Any tweaks to the report on foot of the presentation or questions posed would be incorporated into the finalised report as agreed between Defra and the Contractor.

**10. Analytical Support and Back-Up:** throughout the project, the Contractor would be available to support Defra and its partners on all tasks relating to the gathering, collating, analysis and reporting of relevant data. This would include obtaining value and volume data from industry participants and additional data (e.g. from AHDB). It is proposed to clarify during the kick-off meeting the specific areas where Defra would require support or assistance in managing the data collection and an allowance for such work is built-in to the Pricing Schedule (see Section 4).

The Contractor maintains a genuine aftercare policy. This confirms that if the client has a relevant issue even after the report completion, we would ensure it is fully and satisfactorily resolved.

## **Deliverables**

The proposed deliverables (outputs) are summarised in Figure 2. Figure 3 provides more detail on the specific outputs which would be contained within the MS Excel model. Figures 4 to 6 illustrate example outputs which would be included in the MS Word report and would be backed up by more detailed information within the MS Excel file. The case studies in the Appendices also provide further insights on the types of information that a study such as this would produce. In addition to the Excel-based model and datasets and MS Word report (main report), Defra will also be provided with a summary presentation. The main report would include an executive summary, key findings from literature review and primary research, methodology, NTM impact by commodity/product group, overall industry assessment, and recommendations on how the NTM impacts could be potentially mitigated.

The Excel-based deliverables would also set-out the NTM costs by commodity code as agreed with Defra. As indicated in the Time Plan, a draft copy of the report would be sent to the Project Management Board for discussion before a final document is completed; this would be divided into chapters for ease of navigation. Weekly updates would be given as the project progresses.

Please note that the illustrative outputs are examples only and the specific deliverables will be agreed upon with Defra as the project progresses. Where possible data will be provided to individual commodity code level (i.e. 4 to 6-digit HS code level, depending on detail required). Where it is not possible to produce reliable estimates to individual commodity code level, estimates will be aggregated to a product group level (e.g. beef, sheep meat, pig meat etc.). All commodity-code breakdowns are likely to be contained in the MS Excel model only whilst summary estimates by product group or sector (e.g. Products of Animal Origin (POAO)) would be provided in the main report.

**Figure 2: Proposed Project Outputs**

<b>Output</b>	<b>Comments</b>
<b>Minutes</b>	Will be provided throughout project as requested. They will report the discussion and actions agreed at meetings with the project Steering Group.
<b>Interviewee Lists</b>	Detailing firms' identities, products traded, size, rationale for selection etc.
<b>Interim Report</b>	To be supplied once interviews have begun and will contain preliminary findings from primary research, literature review and model development.
<b>MS Excel Model</b>	Showing all of the NTM costings estimates segmented by product, cost type, duration, supply chain stage, scenario. These will be expressed in AVE and £ per tonne and set-out in terms of UK-EU trade and exporting from third countries into EU.
<b>Other MS Excel Files</b>	Summarising as appropriate additional data collected during interviews, not directly used in model development.
<b>Final Report and Presentation</b>	The final report will be delivered in Word format and the associated presentation will be delivered using PowerPoint at a location that is convenient for the project Steering Group.
<b>Interim Updates</b>	To consist of a weekly progress report. Structure and formats to be agreed during kick-off meeting.
<b>Ongoing Support</b>	Data management and analytical support to be provided during project. Includes provision for support for up to 4 weeks following delivery.

All outputs will be peer reviewed and proof read by a Partner before release to ensure the highest standard of workmanship you should expect from any contractor.

**Figure 3: Summary of MS Excel Model Deliverables**

Parameter	Specified Outputs
<b>Products/commodities</b>	By 4-6-digit commodity code depending on detail required by Defra
<b>Trade flow</b>	UK to EU; third countries exporting into EU
<b>Supply chain stage</b>	Farm, processor, haulage, retail
<b>Cost type</b>	Fixed, variable
<b>Timespan</b>	Short-term (<1 year); long-term (>1 year)
<b>Quantum traded</b>	£ and tonnes
<b>Scenario</b>	Minimum, maximum and best-estimate
<b>NTM cost categories</b>	To include labour, capital items, physical checks, sampling, veterinary certification, labelling requirements, deterioration in product value, disposal costs etc.
<b>Cost categorisation</b>	Ad Valorem Equivalent (AVE); £ per tonne
<b>Sector impact</b>	Aggregated by sector: Products of Animal Origin (POAO); Food and Feed not of Animal Origin (FNAO); Germinal Products; Live Animals; Seeds/Timber; Beverages; Composite Products; Organic Products

**Please note:** data is for illustrative purposes only.

**Figure 4: Sample NTM Cost Analysis – Physical Checks Costs for Outputs – By Scenario**

<b>Third Country Exports into EU – Fresh Beef Products (HS code: 0201)</b>		
<b>Minimum</b>	<b>Best Estimate</b>	<b>Maximum</b>
<b>No. loads physically checked:</b> (1,508 loads @ 1% frequency) = <b>15</b>	<b>No. loads physically checked:</b> (1,508 loads @ 10% frequency) = <b>151</b>	<b>No. loads physically checked:</b> (1,508 loads @ 20% frequency) = <b>301.5</b>
<b>Product Value: £104.5 million</b>	<b>Product Value: £104.5 million</b>	<b>Product Value: £104.5 million</b>
<b>Physical checks cost assumptions:</b> 30-minute delay per load (@£1/min/load) which includes associated queuing upon being selected for physical check.)	<b>Cost assumptions:</b> 3-hour delay under WTO Liberal Trade Scenario. Additional queuing up for physical checks etc.	<b>Cost assumptions:</b> 3-hour delay under WTO Liberal Trade Scenario. Additional queuing up for physical checks etc.
<b>Total estimated cost: £452</b>	<b>Estimated cost: £27,180</b>	<b>Estimated cost: £54,278</b>
<b>Cost/tonne (all loads): £0.02</b>	<b>Cost/tonne (all loads): £1.00</b>	<b>Cost/tonne (all loads): £2.00</b>
<b>AVE: 0.0004%</b>	<b>AVE: 0.026%</b>	<b>AVE: 0.052%</b>

\* **Notes:** summary Tables such as this will be in MS Word report, back-up data will be in Excel Model.

Each load assumed to hold 18 tonnes and product is valued at £3,850/tonne.

Source: The Andersons Centre

Figure 5: Sample NTM Cost Analysis – Deterioration in Product Value – By Scenario

Third Country Exports into EU – Fresh Beef Products (HS code: 0201)			
Delay Type	Minimum	Best Estimate	Maximum
<b>Estimated Product Value</b>	<b>£104.5 million</b>	<b>£104.5 million</b>	<b>£104.5 million</b>
<b>Total Loads</b>	1,508	1,508	1,508
<b>Documentary check only</b> – 2% decrease on all loads due to time delays	Cost: £2,090,080 Cost/t: £77 AVE: 2%	Cost: £2,090,080 Cost/t: £77 AVE: 2%	Cost: £2,090,080 Cost/t: £77 AVE: 2%
<b>Loads subject to physical checks</b> – 4.2% decrease on affected loads due to time and costs arising from missing delivery slots etc.	No. loads: <b>14</b> Cost: £43,748 Cost/t: £1.50 AVE: 0.04%	No. loads: <b>136</b> Cost: £395,842 Cost/t: £14.58 AVE: 0.38%	No. loads: <b>272</b> Cost: £791,683 Cost/t: £29.17 AVE: 0.76%
<b>Loads subject to physical checks and sampling:</b> cost estimated at 21.1% of value of affected loads but increases to 24.85% under Maximum scenario.	No. loads: <b>1</b> Cost: £14,622 Cost/t: £0.54 AVE: 0.01%	No. loads: <b>15</b> Cost: £219,335 Cost/t: £8.08 AVE: 0.21%	No. loads: <b>30</b> Cost: £516,632 Cost/t: £19.03 AVE: 0.49%
<b>Cumulative Cost:</b>	<b>Total: £2,148,450</b> <b>Cost/t: £79.15</b> <b>AVE: 2.06%</b>	<b>Total: £2,705,257</b> <b>Cost/t: £99.66</b> <b>AVE: 2.59%</b>	<b>Total: £3,398,395</b> <b>Cost/t: £125.20</b> <b>AVE: 3.25%</b>

\* **Notes:** summary Tables such as this will be in MS Word report, back-up data will be in Excel Model.

Each load assumed to hold 18 tonnes and product is valued at £3,850/tonne.

Source: The Andersons Centre

Figure 6: Sample NTM Cost Analysis – Costs by Duration – By Scenario

Third Country Exports into EU – Beef Products			
Short-Term NTM Costs	Minimum	Best Estimate	Maximum
Official controls	£180,000	£350,000	£760,000
Transport delays	£700,000	£820,000	£890,000
Administrative	£100,000	£150,000	£195,000
Value deterioration	£2,148,450	£2,705,257	£3,398,395
Other	£58,000	£76,000	£145,000
<b>Sub-Total (Cost)</b>	<b>£3,186,450</b>	<b>£4,101,257</b>	<b>£5,388,395</b>
<b>Sub-Total (£/tonne)</b>	<b>£117.39</b>	<b>£151.09</b>	<b>£198.51</b>
<b>AVE (%)</b>	<b>3.0%</b>	<b>3.9%</b>	<b>5.2%</b>
Long-Term NTM Costs			
Official controls - veterinary salaries	£1,500,000	£1,650,000	£2,200,000
Transport (additional HGVs)	£890,000	£1,250,000	£1,500,000
Capital Equipment, storage facilities	£2,500,000	£2,850,000	£3,200,000
Other	£120,000	£150,000	£180,000
<b>Sub-Total (Long-Term Cost)</b>	<b>£5,010,000</b>	<b>£5,900,000</b>	<b>£7,080,000</b>
<b>Sub-Total (£/tonne)</b>	<b>£184.57</b>	<b>£217.36</b>	<b>£260.83</b>
<b>AVE (%)</b>	<b>4.79%</b>	<b>5.65%</b>	<b>6.77%</b>
<b>Cumulative Total Cost</b>	<b>£8,196,450</b>	<b>£10,001,257</b>	<b>£12,468,395</b>
<b>Cumulative Cost (£/tonne)</b>	<b>£301.96</b>	<b>£368.45</b>	<b>£459.34</b>
<b>Cumulative AVE (%)</b>	<b>7.84%</b>	<b>9.57%</b>	<b>11.93%</b>

Note: All figures are hypothetical and intended for example only.

Source: The Andersons Centre

## **Annex 4 – Non-Disclosure Agreement**

### **NON DISCLOSURE AGREEMENT**

1. In regards to any information disclosed by Defra to The Anderson Centre which Defra in good faith considers as confidential information which includes confidential know-how, technical information, data analyses, compilations, studies, formulae, processes, designs, specifications, plans, protocols, prototypes, models, drawings, computer software, visual demonstrations, samples, communicated to The Anderson Centre by Defra on and after 3 July 2018 relating to the work that agreed to carry out for Defra. The Anderson Centre undertakes as follows:
2. That (subject as provided below) we will in each case receive information in confidence and will not use the same except in relation to the work being undertaken for Defra, nor disclose it by publication or otherwise, provided that these obligations shall not apply to:
  - a. information and data which was at the time of receipt, published, or thereafter becomes published, (otherwise than in breach of obligation hereunder) or
  - b. information and data received on a non-confidential basis from a third party independent of Defra or
  - c. information demonstrated to be already in The Anderson Centre possession at the time of the engagement or
  - d. information obliged to be disclosed under the provisions of the Freedom of Information Act 2000 "the Act" and the Code of Practice of the Act.
3. That we will not reveal the identity of any staff or particular any information given by the Authority for the engagement in any publications.
4. That we will provide Defra with any draft publication in advance of its intended release, and we will not submit the draft for publication without express written approval from Defra which shall not be unreasonably withheld or delayed.
5. That in the event the information or data received is found to be already in our possession or is subsequently obtained from a third party, we will notify you promptly of such a fact (so far as we are free to do so).
6. The confidentiality period shall mean from the date of this Agreement and for a period of five (5) years following the termination or expiry of this Agreement, whichever is earlier, under Clause 7.

7. This Agreement will terminate on the earliest of the following dates;
  - a. One (1) year from the date of this Agreement, or
  - b. One (1) month's written notice by Defra to the recipient.
  
8. Neither party shall be under any obligation to the other, to reveal any confidential information or to proceed with any discussions or negotiations or to enter into any further agreements. Save as otherwise specifically provided, no licences or other rights shall be granted or implied in respect of any intellectual property comprised in or deriving from any confidential information.
  
9. Defra shall be entitled to seek injunctive relief to remedy or prevent any breach or threatened breach of this Agreement by recipient. Such remedy shall be the exclusive remedy for any breach of this Agreement, but such remedy shall not refrain Defra from exercising other rights and remedies that cannot be excluded by law.
  
10. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts in England.

Dated the \_\_\_\_ August 2018

Signature .....

Name (CAPITALS) .....

## Annex 5 - Inception Meeting Minutes

**NTMs in Agri-Food Trade Study  
Kick-Off / Project Inception Meeting  
12<sup>th</sup> July 2018, 1:00PM to 3:00PM**

Defra Offices, [REDACTED]

### Attendees:

[REDACTED] Defra  
[REDACTED] Defra  
[REDACTED] Defra  
[REDACTED] (The Anderson Centre sub-contractor)  
[REDACTED] The Andersons Centre (Contractor)

### Meeting Purpose:

To introduce The Anderson Centre and sub-contractors to the Project Management Steering Group within Defra, identify the various stakeholders involved and provide further clarification on the research priorities, methodologies, timelines, milestones and deliverables to be completed during the study.

### Proposed Agenda:

1. **Introductions** – All – 5 mins
2. **Project priorities and objectives recap** – Andersons – 10 mins
3. **NTMs – initial list and mapping processes** – Contractor and sub-contractor to lead – 30 mins
  - Contractor and sub-contractor to provide starting-point sample.
  - Clarification of NTMs outside of Defra's remit.
  - Overview of how customs-related NTMs will be managed separately.
4. **Stakeholders' list** – All – 20 mins
  - Contractor and sub-contractor to share sample list of the types of stakeholders to be targeted.
  - Defra to provide feedback and suggestions
5. **Analytical Framework & Methodology** – All – 30 mins
  - Further detail to be provided on stages not discussed above (e.g. literature review, primary research and model development)
  - Will encompass brief discussion of questionnaire development for interviews and how workshops would be structured.
6. **Timelines and next steps** – All – 15 mins
  - Recap on milestones and associated deliverables.
  - Clarification on next steps and inputs needed.
  - Discussion of how interim updates will take place
7. **Any other business** – All 10 mins
  - File/data management
8. **Close** – 15:00

## Key Points:

- **Overview Presentation:** [REDACTED] shared a brief summary recapping the study's objectives, scope and methodological steps as set-out in the Contractor's tender proposal.
- **Scope – Status Quo:** [REDACTED] sought clarification on what this should include and the extent to which NTMs that presently exist between the UK and the EU (e.g. variations on VAT compliance requirements) needed to be assessed in detail. [REDACTED] stated that the status quo was very much focused on ascertaining the "As-is" (Baseline) situation against which potential future changes in UK-EU relationship could be assessed. The importance of the research for understanding NTM related issues for products of animal origin was emphasised, though other regulatory areas such as for products of the soil are equally important.
  - **Defra versus non-Defra policy areas:** [REDACTED] suggested that it would be useful to get an understanding of which areas were within Defra's remit and which areas were under the remit of another organisation (e.g. HMRC). If during the study, NTMs were cited as having a significant impact but were outside Defra's scope, these would be noted accordingly in the report. Where appropriate these would be referred to via Use-Case Diagrams (or similar representation)
  - **Risk Registers:** [REDACTED] also asked whether Defra had sight of any risk registers at HS code level which HMRC have used to identify potential goods subject to controls for which Defra has policy responsibilities. Defra are to investigate this and revert back.
- **Customs:** the Contractor noted that whilst outside Defra's remit, it was necessary to consider Customs requirements with respect to getting the final release of products/consignments into the UK/EU markets. Defra agreed that such considerations of Customs needed to be accounted for as it is likely to be a notable cost to the business community when conducting cross-border trade.
- **Product Samples:** [REDACTED] noted that this was an issue to be aware of, particularly because most samples initially arrive into the UK via air (e.g. via Heathrow) and it is therefore a perquisite step in determining whether products would eventually get approval for general sale in the UK market. The Contractor stated that it would note similar requirements for importing into the EU, and where appropriate, costings would be developed if this was cited as a significant issue in the primary research.
  - **Routine sampling associated with physical checks:** was also mentioned by [REDACTED] during the discussion. (Whilst not directly discussed at the meeting, the Andersons study on Northern Ireland beef & sheep meat included costs for sampling based on a proportion of physically checked consignments which were selected for routine sampling. It is envisaged that a similar methodology would be used for this study.)
  - **Level of awareness amongst UK businesses:** it was requested that insights on what awareness currently exists within UK businesses would be noted during the research. [REDACTED] stated that this could be provided.
- **Scope – Products to be covered:** were discussed and the Contractor mentioned that the products would be primarily analysed on the basis of 4-digit HS codes. If, in specific circumstances, more granularity was needed on a given product category

(e.g. certain types of cheese) further detail would be provided but this would be on a case-by-case basis. (See image below for overview of priority areas which Defra shared with the Contractor).

- o **GIs:** following on from the discussion on products to be covered, █████ requested that some consideration be given to products with a GI designation. █████ stated that the Contractor would seek to provide insights on this on a “case study” basis as part of the primary research to give a flavour of the types of issues, and associated costs, which such products would potentially face. However, this would be carefully managed so as not to impinge upon existing Defra research. Following post-meeting Defra feedback, the Contractor proposes to defer examining specific GI-related issues until the main part of the primary research is complete. If there is scope at the end of the primary research to explore the GI issue further, and it does not impinge upon existing Defra research, the Contractor would provide some insights on this issue, but the approach would be agreed with Defra in advance.

**Groupage:** █████ stated that whilst this was noted in the Northern Ireland study, it is very difficult to quantify, and a balance needs to be struck between focusing on priority areas versus detailed/niche areas. Accordingly, where groupage was mentioned as an issue it would be noted.

Suggested agri-food products for NTM estimate case studies

Case Study Product	Priority	Comments
1 Lettuce	High	Short-shelf life product that depends on smooth processes, also very seasonal
2 Meat of bovine animals, fresh or chilled	High	Significant trade volumes, will illustrate sanitary and phytosanitary processes
3 Meat and edible offal of poultry, fresh, chilled or frozen	High	Significant trade volumes, will illustrate sanitary and phytosanitary processes
4 Wine	High	Significant trade with the EU, will hopefully be representative of NTMs for spirits
5 Cheese	High	Extra compositional requirements
6 Bakery products	High	Large import and export, and has complexities
7 Chocolate	High	Large import and export, and has complexities
8 Citrus	High	Citrus highlighted by BRC members as important, but less time-critical than lettuce example. Strong seasonality.
9 Fruit juices	High	UK has a large fruit juice sector which often relies on imports
10 Seed potatoes	High	seed potatoes (as the issues are quite complex as currently we tend to import lots for our own consumption and then export lots to the EU); trees for planting (not necessarily in bigger volume/value terms, but again could be a complex issue to investigate as saplings are exported for growing then imported back to UK)
11 Trees for planting	High	Could be a complex issue to investigate as saplings are exported for growing then imported back to UK
12 Wheat, unmilled	Medium	A big volume and value category for regulated trade, that is the basis for many other products such as bread, cereals etc.
13 White sugar	Medium	Significant trade with the EU (France)
14 Bovine cattle (live)	Low	Horse movements are not really about trade as such but about physically moving them to perform a service (racing, breeding). Look at cattle because of TB restrictions, trade likely to continue.

- **Stakeholders:** █████ provided an overview of the types of organisations that would be targeted during this study but that an initial list of stakeholders would be shared with Defra before being approached. █████ mentioned that Defra has a Stakeholders List and members of the team managing this would be consulted to ensure that it was appropriate to contact these organisations bearing in mind other Defra interactions.



not routinely collated. Ideally, the Contractor would like relevant data to go back for at least three years (i.e. 2015-2017).

- **Phytosanitary declarations:** the Contractor requested similar statistics for products of the soil (goods subject to phytosanitary controls).
- **Scope of NTM costings:** █████ asked whether it was just the cost to businesses that were the focus or whether additional costs to Government would also be included. █████ stated that the cost to trading businesses were the primary focus. █████ also added that Government agencies' costs for certification etc. were generally passed on to businesses (on a full cost recovery basis) so that such NTM costs could also be recorded as a business cost.
- **Methodology – primary research:** █████ asked for clarifications on how stakeholders would be approached during the primary research. █████ provided a brief overview of the process in terms of introduction email/letters and the extent to which discussion points would be disclosed to enable targeted organisations to identify the most suitable person(s) for interview.
  - **Stakeholders' incentives to participate –** █████ requested that subject to the requirements of an NDA that participants should have the opportunity to gain something from the process, potentially via participating in interviews so that they could get a greater understanding of how NTMs would affect their businesses. █████ mentioned that he would keep Defra updated on how organisations would be approached/incentivised to participate, and a decision would be taken once the introduction/approach had been formalised.
- **Workshops:** Defra stated that understanding potential behavioural changes arising from any potential imposition of NTMs is an important feature and needs to be a key aim of the workshop. The Contractor agreed that such issues would be a key focus of the workshops and participants would be asked how their businesses would react in different scenarios.
- **Timelines/next steps:** █████ set-out proposed next steps and associated timelines (see Table below). █████ requested that a weekly conference call be set-up to keep everyone informed of progress and any issues that might arise. █████ agreed to do this and suggested Thursday PM update but would email suggestions to █████ separately.

**Actions Summary:**

Item	Responsible	Comments	Due Date
Initial list of NTMs	Contractor / Defra	Defra to share its lists Contractor to review/refine Agree list of NTMs	█████
Trade Statistics	Contractor (with Defra support)	UK to EU by product Third country to EU (top countries by product) (2017 base year)	█████

Item	Responsible	Comments	Due Date
Map procedures by product	Contractor	Initial mapping by category	████████
Questionnaire development	Contractor	Compile draft & share with Defra	████████
Interviewees' list	Contractor (with Defra support)	Contractor to compile & share with Defra before commencing primary research Defra to forward any relevant contacts and provide feedback	████████ ████████
Update Conference calls	Andersons to organise	██████ to email suggestions to Defra ██████ and confirm a weekly slot	████████
Data sharing with Contractor	Defra	Defra to share available information on risk registers, existing NTMs info etc.	████████