

DATED

MONDAY 23RD MARCH 2015

NATURAL ENGLAND

and

Rural Development Services (UK) Ltd

FRAMEWORK AGREEMENT

for the provision of Farm Advice Services

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THIS AGREEMENT dated [insert] is made BETWEEN:-

- (1) **Natural England** of Foundry House, 3 Millsands, Riverside Exchange, Sheffield, S3 8NH ("the AUTHORITY"); and
- (2) **Rural Development Services (UK) Ltd** (Company Number 6917083) whose registered office is at 20 Manor Road, South Hinksey, Oxford OX1 5AS ("the Service Provider").

BACKGROUND

- (A) The Authority placed a contract notice 2014/S 208-368954 on 29 October 2014 in the Official Journal of the European Union seeking expressions of interest from providers for the provision of Farm a Advice Services to Contracting Bodies under a framework arrangement.
- (B) The Authority invited tenders under the open procedures on 23 October 2014 to tender for the provision of Environmental Training Services.
- (C) The Service Provider submitted a Tender on 5 January 2015.
- (D) On the basis of the Service Provider's Tender, the Authority selected the Service Provider to enter a framework arrangement along with 8 other Service Providers to provide services to Contracting Bodies on a call-off basis in respect of the Services in accordance with this Agreement.
- (E) This Agreement sets out the award and ordering procedures for goods and services which may be required by Contracting Bodies, the main terms and conditions for any Work Package Order which Contracting Bodies may conclude, and the obligations of the Service Provider during and after the Term of this Agreement.
- (F) It is the parties' intention that there will be no obligation for any Contracting Body to award any orders under this Agreement during its Term.

IT IS AGREED as follows:-

1. **INTERPRETATION**

- 1.1 In this Agreement the definitions set out in Schedule 1 (Definitions) shall apply.
- 1.2 The interpretation and construction of this Agreement shall all be subject to the following provisions:-

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.6 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- 1.2.7 references in this Agreement to any Clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or schedule to this Agreement so numbered;
- 1.2.8 references in this Agreement to any Paragraph or Sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Agreement so numbered;
- 1.2.9 reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
- 1.2.10 If there is any conflict between the clauses and the schedules and/or any annexes to the schedules and/or any other documents referred to in this Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - (a) the individual Work Package Order;
 - (b) the clauses of this Agreement and Schedule 1 (Definitions);

- (c) Schedule 2 (Service Description);
- (d) any other schedules and their annexes;
- (e) the Framework Management Manual;
- (f) any other document referred to in this Agreement or any other document attached to this Agreement.

2. **STATEMENT OF INTENT**

2.1 In delivering the Services, the Service Provider shall operate at all times in accordance with any and all of the Authority's published objectives and in accordance with the following objectives and statement of intent:-

2.1.1 The intention is that this multi-Service Provider framework Agreement will deliver clear, accurate and targeted advice and information to farmers, other land managers and their advisers on sustainable land management from the Commencement Date and in particular will cover the following key activities:

- (a) One-to-one on-farm advice;
- (b) Small group events to include some or all of the following:
 - (i) drop-in session
 - (ii) pre-booked session
- (c) Group events to include some or all of the following:
 - (i) workshop/meeting
 - (ii) on-farm walk
 - (iii) hybrid on-farm walk with workshop/meeting
 - (iv) conference/seminar
- (d) Event Support
 - (i) guest speaker
 - (ii) chairing

- (iii) facilitation
- (iv) mentoring
- (e) Consultancy
- (f) Technical guidance
- (g) Technical helpline

All of the above is more specifically identified in Schedule 2.

- 2.1.2 the intention is to use the collective capacity of the Framework Service Providers to provide the correct range and breadth of Delivery and Consultancy Services across all required areas;
 - 2.1.3 the Service Provider has represented to the Authority that it is capable of delivering the Services in accordance with the Authority's requirements as set out in the ITT; and
 - 2.1.4 the Service Provider has been appointed and the Authority has entered into this Agreement on the basis of the Service Provider's response to the ITT and, in particular, the representations made by the Service Provider to the Authority in relation to its competence, professionalism and ability to provide the Services in an efficient and cost effective manner.
- 2.2 This Clause 2 is an introduction to this Agreement and does not expand the scope of the Parties' obligations or alter the plain meaning of the terms and conditions of this Agreement, except and to the extent that those terms and conditions do not address a particular circumstance, or are otherwise ambiguous, in which case those terms and conditions are to be interpreted and construed so as to give full effect to Clause 2.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

3. TERM OF FRAMEWORK AGREEMENT

- 3.1 This Agreement shall take effect on the **1st April 2015** (the Commencement Date) and (unless it is otherwise terminated in accordance with the terms of this Agreement or it is otherwise lawfully terminated) shall expire on the fourth anniversary of the Commencement Date.

4. SCOPE OF FRAMEWORK AGREEMENT

- 4.1 This Agreement governs the relationship between the Authority and the Service Provider in respect of the provision of the Services by the Service Provider to the Authority and to Other Contracting Bodies.
- 4.2 The Authority and, subject to the following provisions of this Clause 4.2, Other Contracting Bodies may, at their absolute discretion and from time to time, order Services from the Service Provider in accordance with the Ordering Procedures during the Term. The Parties acknowledge and agree that the Other Contracting Bodies have the right to order Services pursuant to this Agreement provided that they comply at all times with all Law (including, but not limited to, the Regulations) and the Ordering Procedures. If there is a conflict between Schedule 4 and the Regulations, the Regulations and the UK Government Guidance shall take precedence.
- 4.3 The Service Provider acknowledges that there is no obligation whatsoever on the Authority or on any Other Contracting Body to purchase any Services from the Service Provider during the Term.
- 4.4 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Authority and any Other Contracting Body in respect of the total quantities or values of the Services to be ordered by them pursuant to this Agreement and the Service Provider acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement, promise or representation.

5. SERVICE PROVIDER'S APPOINTMENT

- 5.1 The Authority appoints the Service Provider as a potential provider of the Services and the Service Provider shall be eligible to be considered for the award of Orders for such Services by the Authority and Other Contracting Bodies during the Term.
- 5.2 The Authority, in consideration of the Service Provider entering into this Agreement and complying with its obligations hereunder, shall pay the Service Provider £1.00, receipt of which is hereby acknowledged.

6. NON-EXCLUSIVITY

- 6.1 The Service Provider acknowledges that in entering into this Agreement no form of exclusivity or volume guarantee has been granted by the Authority and Other

Contracting Bodies for Services from the Service Provider and that the Authority and Other Contracting Bodies are at all times entitled to enter into other contracts and arrangements with other providers for the provision of any or all services which are the same as or similar to the Services.

PART TWO: PROVIDER'S GENERAL FRAMEWORK OBLIGATIONS

7. SERVICES

7.1 The Service Provider shall provide the Services from the commencement date identified in the relevant Order and shall ensure that the Services:

7.1.1 comply in all respects with the Services Description as set out in Schedule 2 (Services Description); and

7.1.2 are supplied in accordance with the terms of the Work Package Order and the terms of this Agreement; and

7.1.3 are supplied in accordance with the Framework Management Manual.

7.2 The Service Provider shall perform its obligations under this Agreement including those in relation to the Services in accordance with:

7.2.1 the RDPE Regulations;

7.2.2 Good Industry Practice;

7.2.3 The Mutual Performance Review and Service Levels set out in Schedule 6 ;

7.2.4 the Service Requirements as set out in Schedule 2; and

7.2.5 the Service Provider's own established procedures and practices.

7.3 The Service Provider shall draw any conflict between any of the requirements of Clause 7.1 and the requirements of Clause 7.2 to the attention of the Authority and shall comply with the Authority's decision on the resolution of that conflict.

7.4 In the event of the Service Provider failing to provide the Services or to comply with its obligations in accordance with this Agreement, the Authority may, without prejudice to its other rights, require the Service Provider to re-perform the Services or to comply with its obligations.

7.5 The Authority owns and retains all Intellectual Property Rights in the Materials, and nothing in this Agreement shall be taken to grant any rights of ownership to the Service Provider in respect of such Intellectual Property Rights.

7.6 The Authority hereby grants to the Service Provider the non-exclusive right to use the Materials provided by the Authority in the delivery of the Services but only in respect of delivering Services pursuant to this Agreement.

Additional Services

7.7 The Authority may require the Service Provider to provide any or all of the Additional Services by giving notice in writing. The Service Provider acknowledges that the Authority is not obliged to take any Additional Services from the Service Provider and that nothing prevents the Authority from receiving services that are the same as or similar to the Additional Services from any third party.

7.8 The parties shall implement any Additional Services requested by the Authority in accordance with the Framework Variation Procedure modified to reflect the fact that the terms on which the Additional Services will be supplied have already been agreed.

8. ORDERING PROCEDURES

8.1 If the Authority or any Other Contracting Body decides to source the Services through the Framework then it will award individual Work Packages using the Ordering procedure set out in Schedule 4.

8.2 In accepting the appointment as a potential provider of the Services, the Service Provider shall comply with the relevant provisions in Schedule 4.

8.3 The terms and conditions relating to a Work Package Order shall comprise all of the Clauses and Schedules of this Agreement and the provisions of the Order, including any terms included in the Order pursuant to Clause 8.4.

8.4 Where the Authority sees the need for including an additional term in any Work Package Order it shall identify the additional term to the Service Provider prior to the awarding of the Work Package Order. The parties shall discuss any term requested by either party, but no term shall become part of the Work Order to which it relates unless agreed by both parties. In the event of any conflict or inconsistency between any term of a Work Package Order and any provisions of the Clauses or Schedules,

the term in the Work Package Order shall prevail, but only in respect of that specific Work Package Order.

9. **WARRANTIES AND REPRESENTATIONS**

9.1 The Service Provider warrants and represents to the Authority that:-

9.1.1 it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Agreement;

9.1.2 this Agreement is executed by a duly authorised representative of the Service Provider;

9.1.3 in entering into this Agreement or any Work Package Order it has not committed any Fraud;

9.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender (including statements made in relation to the categories referred to in Regulations 23, 24 and 25 of the Regulations) for the Services are true, accurate, and not misleading save as may have been specifically disclosed in writing to the Authority prior to the execution of this Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading;

9.1.5 it has not entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made in respect of the Framework;

9.1.6 it has not caused or induced any person to enter such agreement referred to in Clause 9.1.5 above;

9.1.7 it has not offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other tender or proposed tender for Services under the Agreement;

- 9.1.8 it has not committed any offence under the Bribery Act 2010;
- 9.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress, or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might affect its ability to perform its obligations under this Agreement and any Work Package Order which may be entered with the Authority or Other Contracting Bodies;
- 9.1.10 it is not subject to any contractual obligation, compliance with which will be likely to have an effect on its ability to perform its obligations under this Agreement and any Work Package Order which may be entered with the Authority or Other Contracting Bodies;
- 9.1.11 no proceedings or other steps have been taken and not discharged (nor, to the best of their knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 9.1.12 in the three (3) Years prior to the date of this Agreement (or, if the Service Provider has been in existence for less than 3 Years, in the whole of such shorter period) it has:-
- (a) conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (b) been in full compliance with all applicable securities, laws and regulations in the jurisdiction in which it is established; and
 - (c) not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Service Provider's position as an ongoing business concern or its ability to fulfil its obligations under this Agreement.
- 9.2 The Service Provider warrants and represents to each of the Other Contracting Bodies the statements in Clause 9.1 above.

10. **AUDITS**

10.1 In addition to the requirements defined in Schedule 2, the Service Provider shall allow the Authority, its agents, representatives and auditors, and/or a Regulatory Body access at all times to:

10.1.1 records and other materials and assets used in the Service Provider's provision of the Services;

10.1.2 detailed information used to create the time report required to accompany an invoice pursuant to Schedule 3 which as a minimum will include detailed timesheets;

10.1.3 documentary evidence including third party invoices of any overheads incurred in the provision of the Services;

10.1.4 the Service Provider's personnel involved in the provision of the Services; and

10.1.5 any activities being delivered by the Service Provider. To this end the Service Provider will ensure that the End Recipients, where necessary, consent to the relevant access.

10.2 The persons who shall have a right of access for the purpose of exercising the Audit rights exercisable under this Agreement shall be:

10.2.1 any internal and external auditors of the Authority;

10.2.2 statutory or regulatory auditors of the Authority including the Department for the Environment, Farming & Rural Affairs (DEFRA) and/or the European Commission and/or the European Court of Auditors;

10.2.3 Rural Payments Agency (RPA);

10.2.4 the Environment Agency;

10.2.5 Any designated auditor of the European Union;

10.2.6 the Comptroller and Auditor General, his staff and/or any appointed representatives of the National Audit Office, and

10.2.7 authorised successors to any of the above.

- 10.3 The Service Provider shall and shall procure that any Sub-Contractor shall co-operate with any Audit carried out pursuant to this clause and shall make available all such information and records as are reasonably required by the auditing party to conduct the Audit free of charge and on a timely basis and shall allow the auditing party to take copies of all such information and records.
- 10.4 The Service Provider shall afford the Authority (or relevant Contracting Body), the Authority's representatives and/or the Auditors such access to such records and accounts at the Service Provider's premises and/or provide copies of such records and accounts, as may be required by the Authority (or relevant Contracting Body) from time to time, in order that the Authority (or relevant Contracting Body) may carry out an inspection of those records or accounts. Each such inspection of records and accounts shall be an Audit. For the avoidance of doubt, the purpose of an Audit is to establish that the Service Provider has fulfilled all its obligations under this Agreement, including providing accurate Management Information.
- 10.5 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) on request during the Term and for a period of six (6) years after expiry of the Term to the Authority (or relevant Contracting Body) and its internal and external auditors.
- 10.6 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Service Provider or delay the provision of the Services pursuant to the Work Package Orders, save insofar as the Service Provider accepts and acknowledges that control over the conduct of Audits carried out by third party organisation identified in Clause 10.2 above are outside of the control of the Authority.
- 10.7 Subject to the Authority's rights of confidentiality, the Service Provider shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each Audit, including:-
- 10.7.1 all information requested by the Auditor within the scope of the Audit;
 - 10.7.2 reasonable access to sites controlled by the Service Provider and to equipment used in the provision of the Services; and
 - 10.7.3 access to the Staff.
- 10.8 If an Audit reveals:

10.8.1 a Material Default; and/or

10.8.2 a Consistent Failure; or

10.8.3 any financial irregularity including any impropriety or mismanagement of Charges

the Service Provider shall reimburse the Authority its reasonable costs incurred in relation to the Audit and the Authority may, in its discretion, terminate this Agreement with immediate effect.

10.9 Notwithstanding the rights set out in Clause 10.8, in the event the audit identifies non-compliance with the terms of this Agreement the Charges shall:

10.9.1 in the event they have not been paid, be reduced so as to only reimburse the Service Provider for the compliant Services; and

10.9.2 be repaid by the Service Provider to the Authority, in respect of such non-compliant services within twenty (20) Working Days of the audit results

save where exceptional circumstances apply as specified in Article 47 of the Commission Regulation 1974/2006 or any successor regulation.

10.10 In all other circumstances, each party shall bear its own respective costs and expenses incurred in respect of compliance with this Clause 10.

11. **PREVENTION OF BRIBERY**

11.1 The Service Provider:

11.1.1 shall not, and shall procure that any member of its staff shall not, in connection with this Agreement commit a Prohibited Act;

11.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Agreement.

11.2 The Service Provider shall:

- 11.2.1 if requested, provide the Authority with any reasonable assistance, at the ATUHORITY's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- 11.2.2 within 10 Working Days of the date of the Commencement Date, and annually thereafter, certify to the Authority in writing (such certification to be signed by an officer of the Service Provider) compliance with this clause by the Service Provider and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Service Provider shall provide such supporting evidence of compliance as the Authority may reasonably request.
- 11.3 The Service Provider shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any member of its staff from committing a Prohibited Act and shall enforce it where appropriate.
- 11.4 If any breach of clause 11.1 is suspected or known, the Service Provider must inform the Authority immediately.
- 11.5 If the Service Provider notifies the Authority that it suspects or knows that there may be a breach of clause 11.1, the Service Provider must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation.
- 11.6 The Authority may terminate this Agreement by written notice with immediate effect if the Service Provider or a member of Staff (in all cases whether or not acting with the Service Provider's knowledge) breaches clause 11.1.
- 11.7 Any notice of termination under clause 11.6 must specify:
 - 11.7.1 the nature of the Prohibited Act;
 - 11.7.2 the identity of the party whom the Authority believes has committed the Prohibited Act; and
 - 11.7.3 the date on which this Agreement will terminate.
- 11.8 Despite clause 53, any dispute relating to:
 - 11.8.1 the interpretation of clause 11; or

11.8.2 the amount or value of any gift, consideration or commission,

shall be determined by the Authority and its decision shall be final and conclusive.

11.9 Any termination under clause 11.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

11.10 compliance with this Clause 11.

12. **CONFLICTS OF INTEREST**

12.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where (in the reasonable opinion of the Authority) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or Staff and the duties owed to the Authority and Other Contracting Bodies under the provisions of this Agreement or any Work Package Order.

12.2 The Service Provider shall promptly notify and provide full particulars to the Authority or the relevant Other Contracting Body if such conflict referred to in Clause 12.1 above arises or may reasonably have been foreseen as arising.

12.3 The Service Provider shall not promote any of its own services which are not the subject of this Agreement in the course of delivering the Services, and shall not be permitted to provide any additional services to any End Recipient without the prior consent of the Authority.

12.4 If in the course of delivering the Services under this Agreement, the Service Provider is approached by any End Recipient to provide additional services, the Service Provider shall follow the procedure as set out in the Framework Management Manual, or alternatively, if the manual is silent on this matter, the Service Provider shall refer the details of the individual requiring additional services to the Authority.

13. **SAFEGUARD AGAINST FRAUD**

13.1 The Service Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any fraudulent activity by Staff and the Service Provider (including its shareholders, members, directors).

13.2 The Service Provider shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

13.3 If the Service Provider or its Staff commits Fraud in relation to this or any other contract with the Crown (including the Authority), the Authority may:-

13.3.1 terminate this Agreement with immediate effect by giving the Service Provider notice in writing, and recover from the Service Provider the amount of any loss suffered by the Authority resulting from the termination including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Term; or

13.3.2 recover in full from the Service Provider, on a full indemnity basis, any other loss sustained by the Authority in consequence of any breach of this Clause 13.

14. WORK PACKAGE ORDER PERFORMANCE

14.1 The Service Provider shall perform all Work Package Orders entered into with the Authority or any Other Contracting Body:-

14.1.1 in accordance with the requirements of this Agreement;

14.1.2 in accordance with the terms and conditions of the respective Work Package Orders which pursuant to Clause 8.3 includes the terms and conditions of this Agreement;

14.1.3 in accordance with Good Industry Practice;

14.1.4 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence; and

14.1.5 in compliance with all applicable Law.

15. STATUTORY REQUIREMENTS

15.1 The Service Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Agreement and any Work Package Order.

15.2 Notwithstanding the generality of the above Clause 15.1, the Service Provider shall comply in all respects with the current and future legislative requirements governing the Service which are as set out in the RDPE Regulations.

16. **NON-DISCRIMINATION**

- 16.1 The Service Provider shall not unlawfully discriminate either directly or indirectly when performing its obligations under this Agreement on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Service Provider shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- 16.2 The Service Provider shall take all reasonable steps to secure the observance of Clause 16.1 by all Staff and shall comply with any Authority policy on the matters set out in Clause 16.1 as reasonably directed by the Authority.

PART THREE: SERVICE PROVIDER'S INFORMATION AND PAYMENT OBLIGATIONS

17. **PROVISION OF MANAGEMENT INFORMATION**

- 17.1 The Service Provider shall, at no charge to the Authority, submit to the Authority complete and accurate Management Information in respect of each Month, in accordance with the provisions of Schedule 8, on or by the Reporting Date. The Management Information shall be supplied in respect of each Work Package Order entered into with any Contracting Body until the completion of such Work Package Order, notwithstanding termination or expiry of this Agreement.
- 17.2 The Authority may share the Management Information supplied by the Service Provider with any other Contracting Body or Auditor.
- 17.3 The Authority and any Other Contracting Body shall be entitled, but not obliged, to use the Management Information to make any decisions under or in relation to this Agreement, the Work Package Orders and any other contract between any Contracting Body and the Service Provider.
- 17.4 In the event that the Service Provider submits the Management Information in respect of any Month after the Reporting Date, the Authority shall have the right to

make an administration charge in respect of the Authority's costs incurred in dealing with late, incorrect or incomplete Management Information.

18. PAYMENT

18.1 The Authority, in consideration of the Service Provider delivering the Services in accordance with the relevant Work Package Order, shall, where it is satisfied that the claim is properly made for the eligible costs:

18.1.1 Pay the Charges identified in the Work Package Order in accordance with

- (a) the payment profile specified in that Work Package Order; or
- (b) where the Work Package Order is silent in accordance with the terms of Schedule 3.

18.2 Notwithstanding Clause 18.1, the parties acknowledge that the Authority shall not be obliged to make any payment in the event that the Service Provider is receiving funds from a third party source for delivering the same or equivalent Services to the same End Recipient.

18.3 The Service Provider hereby acknowledges that the Charges are payable as RDP grant funding, and as such, payment of the Charges will be managed in accordance with the RDPE Regulations.

19. RECORDS

19.1 The Service Provider shall keep and maintain until six (6) years after the date of termination or expiry (whichever is the earlier) of this Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Agreement including all documentation associated with the supply of the Services provided under it, the Work Package Orders entered into with Contracting Bodies and the amounts paid by each Contracting Body. Such records will include but not be limited to invitations to tender received from Contracting Bodies, Orders received from Contracting Bodies and invoices levied on those Contracting Bodies for work undertaken in response to those Orders.

19.2 The Service Provider shall keep the records and accounts referred to in Clause 19.1 above in accordance with good accountancy practice.

20. **SATISFACTION MONITORING**

20.1 The Authority may undertake (or procure the undertaking of) a satisfaction survey ("Satisfaction Survey") the purpose of which shall include:-

20.1.1 assessing the level of satisfaction with the Services (including the way in which the Services are provided, performed and delivered) and, in particular, with the quality, efficiency and effectiveness of the Services;

20.1.2 monitoring the compliance by the Service Provider with the statements of work;

20.1.3 such other assessment as it may deem appropriate for monitoring satisfaction.

20.2 The Authority and any Other Contracting Body shall be entitled, but not obliged, to use the results of the Satisfaction Survey to make decisions under or in relation to this Agreement, the Work Package Orders and any other contract between the Contracting Body and the Service Provider.

21. **CONFIDENTIALITY**

21.1 Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:-

21.1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and

21.1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

21.2 The Service Provider shall take all necessary precautions to ensure that all Confidential Information obtained from the Authority under or in connection with this Agreement:-

21.2.1 is given only to such of its Staff, Sub-Contractors and professional advisers or consultants engaged to advise it in connection with the Agreement as is

strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;

21.2.2 is treated as confidential and not disclosed (without prior Approval) or used by any Staff, Sub-Contractors or such professional advisers or consultants otherwise than for the purposes of the Agreement.

21.3 The Service Provider shall ensure that its Staff, Sub-Contractors, professional advisers or consultants are aware of the Service Provider's confidentiality obligations under this Agreement and shall use its best endeavours to ensure that its Staff, Sub-Contractors or professional advisers and consultants comply with the Service Provider's confidentiality obligations under this Agreement.

21.4 The Service Provider shall not use any Confidential Information it receives from the Authority otherwise than for the purposes of this Agreement.

21.5 The provisions of Clauses 21.1 to 21.4 shall not apply to any Confidential Information received by one Party from the other which:-

21.5.1 is or becomes public knowledge (otherwise than by breach of this Clause);

21.5.2 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

21.5.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

21.5.4 is independently developed without access to the Confidential Information;
or

21.5.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 24.

21.6 Nothing in Clauses 21.1 to 21.4 shall prevent the Authority disclosing any Confidential Information obtained from the Service Provider:-

21.6.1 for the purpose of the examination and certification of the Authority's accounts;

- 21.6.2 for the purpose of any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- 21.6.3 to any government department or any Other Contracting Body and the Service Provider hereby acknowledges that all government departments or Contracting Bodies receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Body; or
- 21.6.4 to any consultant, contractor or other person engaged by the Authority
- 21.7 provided that in disclosing Confidential Information under sub-paragraphs 21.6.3 and 21.6.4 the Authority discloses only the Confidential Information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 21.8 Nothing in Clauses 21.1 to 21.4 shall prevent either Party from:-
- 21.8.1 using any techniques, ideas or know-how gained during the performance of its obligations under the Agreement or the Work Package Orders in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights; or
- 21.8.2 disclosing Confidential Information which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.
- 21.9 In the event that the Service Provider fails to comply with Clauses 21.1 to 21.4, the Authority reserves the right to terminate the Agreement with effect by notice in writing.
- 21.10 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Agreement or the Work Package Orders, the Service Provider undertakes to maintain adequate security

arrangements that meet the requirements of professional standards and best practice.

- 21.11 The Service Provider will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the performance of this Agreement and the Work Package Orders and will keep a record of such breaches. The Service Provider will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Service Provider's obligations under Clauses 21.1 to 21.4. The Service Provider will co-operate with the Authority in any investigation that the Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 21.12 The Service Provider shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority believes the Service Provider has failed to comply with Clause 21.10.

22. **AUTHORITY DATA**

- 22.1 The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 22.2 The Service Provider shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Service Provider of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.
- 22.3 To the extent that Authority Data is held and/or processed by the Service Provider, the Service Provider shall supply that Authority Data to the Authority as requested by the Authority in the format to be specified by the Authority.
- 22.4 The Service Provider shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data.
- 22.5 The Service Provider shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored off-site. The Service Provider shall ensure that such back-ups are available to the Authority at all times upon request.
- 22.6 The Service Provider shall ensure that any system on which the Service Provider holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy.

- 22.7 If the Authority Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default so as to be unusable, the Authority may:
- 22.7.1 require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Authority Data and the Service Provider shall do so as soon as practicable but not later than five (5) Working Days; and/or
 - 22.7.2 itself restore or procure the restoration of Authority Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so.
- 22.8 If at any time the Service Provider suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Authority immediately and inform the Authority of the remedial action the Service Provider proposes to take.

23. **DATA PROTECTION**

- 23.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Authority is the Data Controller and that the Service Provider is the Data Processor.
- 23.2 The Service Provider shall:
- 23.2.1 process the Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Authority to the Service Provider during the Term);
 - 23.2.2 process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
 - 23.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 23.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 23.2.5 obtain prior written consent from the Authority in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 23.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 23;
- 23.2.7 ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
- 23.2.8 notify the Authority (within five (5) Working Days) if it receives:
 - (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the Authority's obligations under the Data Protection Legislation;
- 23.2.9 provide the Authority with full cooperation and assistance in relation to any complaint or request made, including by:
 - (a) providing the Authority with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Authority's instructions;
 - (c) providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
 - (d) providing the Authority with any information requested by the Authority;
- 23.2.10 permit the Authority or the Authority Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with Clause 10 (Audits), the Service Provider's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and

comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Service Provider is in full compliance with its obligations under this Agreement;

23.2.11 provide a written description of the technical and organisational methods employed by the Service Provider for processing Personal Data (within the timescales required by the Authority); and

23.2.12 not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Effective Date, the Service Provider (or any Sub-Contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:

- (a) the Service Provider shall submit a Notice of Variation to the Authority which shall be dealt with in accordance with the Framework Variation Procedure in Schedule 7 and Clauses 44.2.1 to 44.2.2 below;
- (b) the Service Provider shall set out in its Change Request and/or Impact Assessment details of the following:
 - (i) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - (ii) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - (iii) any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - (iv) how the Service Provider will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Authority's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area.

23.3 In providing and evaluating the Change Request and Impact Assessment, the parties shall ensure that they have regard to and comply with then-current Authority, Government and Information Commissioner Office policies, procedures, guidance

and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and the Service Provider shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Agreement or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-Contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Authority, which the Service Provider acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation). The Service Provider shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Authority to breach any of its applicable obligations under the Data Protection Legislation.

24. **FREEDOM OF INFORMATION**

24.1 The Service Provider acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

24.2 The Service Provider shall and shall procure that its Sub-Contractors shall:

24.2.1 transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;

24.2.2 provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five (5) Working Days

(or such other period as the Authority may specify) of the Authority's request; and

24.2.3 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

24.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.

24.4 In no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Authority.

24.5 The Service Provider acknowledges that (notwithstanding the provisions of Clause 45) the Authority may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Services:

24.5.1 in certain circumstances without consulting the Service Provider; or

24.5.2 following consultation with the Service Provider and having taken their views into account;

provided always that where 24.5.1 applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

24.6 The Service Provider further acknowledges that the Authority and/or DEFRA shall be entitled to publish general details regarding the Service Provider's appointment pursuant to this Agreement, including the name of the Service Provider and value of the award.

24.7 The Service Provider shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

24.8 The Service Provider acknowledges that the Commercially Sensitive Information is of indicative value only and that the Authority may be obliged to disclose it in accordance with Clause 24.5.

25. **PUBLICITY**

25.1 The Service Provider shall not make any press announcements or publicise this Agreement in any way without the Authority's prior written consent. Furthermore the Service Provider shall not make reference to the Authority or the Authority's staff in any publication or other such announcement or public documentation without the Authority's prior written consent.

25.2 Furthermore the Service Provider shall only use such Authority branding (including any registered or unregistered trade marks or brand names) as are approved by the Authority in writing from time to time.

25.3 The Authority shall be entitled to publicise this Agreement in accordance with any legal obligation upon the Authority, including any examination of this Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

25.4 The Service Provider shall not do anything to cause anything to be done which may damage the reputation of the Authority or bring the Authority into disrepute.

PART FOUR: TERMINATION AND SUSPENSION

26. **TERMINATION ON CORRUPTION**

26.1 The Authority may terminate this Agreement by serving notice on the Service Provider in writing with effect from the date specified in such notice where the conduct prohibited in Clause 11 has occurred.

27. **TERMINATION ON DEFAULT**

27.1 The Authority may terminate the Agreement by serving written notice on the Service Provider with effect from the date specified in such notice where the Service Provider commits a Material Default and if:-

27.1.1 the Service Provider has not remedied the Material Default to the satisfaction of the Authority within twenty (20) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or

27.1.2 the Material Default is not, in the reasonable opinion of the Authority, capable of remedy.

28. TERMINATION ON CONSISTENT FAILURE

28.1 The Authority may terminate the Agreement by serving notice on the Service Provider in writing with effect from the date specified in such notice where a Consistent Failure has occurred.

29. TERMINATION ON FINANCIAL STANDING OR INVESTIGATION

29.1 The Authority may terminate the Agreement by serving notice on the Service Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Authority):

29.1.1 there is a material detrimental change in the financial standing and/or the credit rating of the Service Provider which adversely impacts on the Service Provider's ability to supply the Services under this Agreement; or

29.1.2 a European Union investigation has been commenced or is pending against the Service Provider.

30. TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

30.1 The Authority may terminate this Agreement with immediate effect by notice in writing where the Service Provider is a company and in respect of the Service Provider:-

30.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

30.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

30.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

- 30.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 30.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 30.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 30.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 30.1.8 any event similar to those listed in Clause 30.1.1 to Clause 30.1.7 occurs under the law of any other jurisdiction.
- 30.2 The Service Provider shall notify the Authority immediately if the Service Provider undergoes a change of control within the meaning of Section 1124 of the Corporation Tax Act 2010("change of control"). The Authority may terminate the Contract by giving notice in writing to the Service Provider with immediate effect within six (6) Months of:-
- 30.2.1 being notified that a change of control has occurred; or
 - 30.2.2 where no notification has been made, the date that the Authority becomes aware of the change of control
- if it believes, acting reasonably, that such change is likely to have an adverse effect on the performance of the Services, but it shall not be permitted to terminate where an Approval was granted prior to the change of control.

31. **TERMINATION BY THE AUTHORITY**

- 31.1 The Authority shall have the right to terminate this Agreement, or to terminate the provisions of any part of the Agreement, at any time after the Commencement Date by giving three (3) Months' written notice to the Service Provider and all other Framework Service Providers. The Parties acknowledge that if the Authority exercises its rights under Clause 31, it shall exercise its equivalent rights under all agreements with the Framework Service Providers.

32. **PARTIAL TERMINATION**

32.1 If the Authority is entitled to terminate this Agreement in accordance with Clauses 26 through to 30 inclusive, it may (at its sole discretion) terminate all or part of this Agreement including any or all Work Package Orders which have not been fulfilled at the point of notice.

32.2 For the avoidance of doubt the Authority may terminate individual Work Package Orders in accordance with Clause 32.1, without terminating this Agreement.

33. **SUSPENSION OF SERVICE PROVIDER'S APPOINTMENT**

33.1 The Authority may at any time by notice in writing suspend this Agreement and forbid the Service Provider to accept further Orders for the Services without specific prior written agreement from the Authority in the event that:

33.1.1 the Service Provider does not maintain its capability and capacity in respect of those Services;

33.1.2 the Service Provider fails to submit Management Information in respect of those Services in accordance with the provisions of Schedule 8;

33.1.3 the Service Provider is considered to be failing to meet its obligations under the Agreement including the required quality of service, as the Authority may in its reasonable opinion determine. In determining such failure, the Authority may use the Mutual Performance Agreement and Scale of Escalation processor other such performance indicators as may be available from time to time;

33.1.4 the Service Provider is considered to be unreasonably withholding consent to a variation of the Agreement Terms and Conditions pursuant to Schedule 7; or

33.1.5 the Service Provider frequently fails to monitor and view invitations to tender published by the Authority in accordance with Schedule 4 and frequently fails to provide the Authority with the reasons for declining the invitation to tender pursuant to Schedule 4.

33.2 Following the remedying of the cause of the suspension by the Service Provider, the Authority shall reinstate the Service Provider's eligibility to be considered for the award of Orders.

- 33.3 Without prejudice to the Authority's rights to terminate the Agreement in accordance with Part 4 (Termination and Suspension), if a right to terminate this Agreement arises in accordance with Part 4, or if the Authority reasonably believes that a Consistent Failure has occurred, the Authority may suspend the Service Provider's appointment to supply Services by giving notice in writing to the Service Provider.
- 33.4 If the Authority provides notice to the Service Provider in accordance with this Clause 33, the Service Provider's appointment shall be suspended for the period set out in the notice or such other period notified to the Service Provider by the Authority in writing from time to time.
- 33.5 In the event that the Authority decides to suspend this Agreement, the Authority reserves the right to communicate the reasons for that suspension to Other Contracting Bodies by various means.

34. **CONSEQUENCES OF TERMINATION AND EXPIRY**

- 34.1 Notwithstanding the service of a notice to terminate the Agreement, the Service Provider shall continue to fulfil its obligations under the Agreement until the date of expiry or termination of this Agreement or such other date as required under this Clause 34.
- 34.2 Termination or expiry of this Agreement shall not cause any Work Package Orders to terminate automatically. For the avoidance of doubt, all Work Package Orders shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 34.3 In the event that the Authority terminates Work Package Orders then it shall be entitled to recover any payments which have been made to the Service Provider in respect of:
- 34.3.1 Services which have not, as at the date of termination, been delivered by the Service Provider; and
 - 34.3.2 Services which have been delivered but have failed to meet the appropriate quality requirements or where, in delivering such Services, the Service Provider has failed to comply with the terms and conditions of this Agreement and the Work Package Orders

And the Service Provider shall pay such amounts within twenty (20) Working Days of being so requested.

- 34.4 Within ten (10) Working Days of the date of termination or expiry of the Agreement, the Service Provider shall return to the Authority any data, Authority Data and Confidential Information belonging to the Authority in the Service Provider's possession, power or control, either in its then current format or in a format nominated by the Authority, together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Agreement, or such period as is necessary for such compliance.
- 34.5 The Authority shall be entitled to require access to data or information arising from the provision of the Services from the Service Provider until the latest of:-
- 34.5.1 the expiry of a period of twelve (12) Months following termination or expiry of the Agreement; or
- 34.5.2 the expiry of a period of three (3) Months following the date on which the Service Provider ceases to provide Services under any Work Package Order.
- 34.6 Termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Agreement prior to termination or expiry.
- 34.7 The provisions of Clauses 9 (Warranties and Representations), 11 (Prevention of Bribery), 12 (Conflicts of Interest), 13 (Safeguard Against Fraud), 19 (Records), 23 (Data Protection), 34 (Consequences of Termination and Expiry), 35 (Liability), 36 (Insurance) and 55 (Law and Jurisdiction) and, without limitation to the foregoing, any other provision of this Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the termination or expiry of the Agreement.

PART FIVE: INSURANCE AND LIABILITY

35. LIABILITY

35.1 Neither Party excludes or limits its liability for:-

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

35.1.2 Fraud or fraudulent misrepresentation by it or its Staff; or

35.1.3 breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982

or any other liability which, by Law, may not be excluded or limited.

35.2 Subject to Clause 35.1, the Service Provider's total aggregate liability:

35.2.1 in respect of the indemnities in Clauses 11.3.2 (Corrupt gifts), Clause 13.3.2 (Fraud), Clause 35.7 (general indemnity) and Clause 40.1.3 (Staff Transfer) shall be unlimited;

35.2.2 for all loss of or damage to the Authority Premises, property or assets of the Authority caused by the Service Provider's Default shall in no event exceed the greater of £5,000,000 (five million pounds) (subject to indexation) or 125% of the charges paid in the previous 12 months;

35.2.3 for all loss, destruction, corruption, degradation, inaccuracy or damage to the Authority Data caused by the Service Provider's Default shall be £5,000,000 (five million pounds) (subject to indexation);

35.2.4 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement shall in no event exceed £5,000,000 (five million pounds) (subject to indexation) or, if greater, an amount equivalent to 125% of the aggregate Charges paid, due or which would have been payable in the future (prior to the calculation of any reduction to those Charges pursuant to this Agreement) under this Agreement.

35.3 Subject to Clause 35.1 the Authority's total aggregate liability, in addition to its obligation to pay the Charges as and when they fall due for payment, for all Defaults shall not exceed an amount equivalent to the total Charges paid or properly invoiced and due to be paid under this Agreement in the 12 month period immediately preceding the event giving rise to the liability.

35.4 Subject to Clauses 35.1 and 35.5, neither party will be liable to the other party for:

35.4.1 any indirect, special or consequential loss or damage; or

35.4.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

- 35.5 Subject to Clause 35.2 the Authority may, amongst other things, recover as a direct loss:
- 35.5.1 any additional operational and/or administrative costs and expenses arising from the Service Providers Default;
 - 35.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Authority arising from the Service Providers Default; and
 - 35.5.3 the additional cost of procuring Replacement Services for the remainder of the Term.
- 35.6 Nothing in this Clause 35 shall act to reduce or affect a party's general duty to mitigate its loss.
- 35.7 Notwithstanding Clause 35.1, the Service Provider shall indemnify the Authority, the Crown, its employees, agents and contractors on demand from and against all legal liability for:
- 35.7.1 death or personal injury;
 - 35.7.2 loss of or damage to property (including property belonging to the Crown or the Authority, or for which it is responsible);
 - 35.7.3 breach of statutory duty; and
 - 35.7.4 actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis), which arise out of or in connection with the provision of the Services (including those arising from or incurred by reason of any infringement or alleged infringement (including but not limited to the defence of such alleged infringement in the United Kingdom) of any Intellectual Property Rights).
- 35.8 The indemnity contained in Clause 35.7 shall not apply to the extent that:
- 35.8.1 any loss, damage, injury, cost and expense caused by the negligent or wilful act or omission of the Authority, its employees, agents or contractors or by the breach by the Authority of its obligations under the Contract; or
 - 35.8.2 the Service Provider is able to demonstrate that the loss, damage or injury arose as a direct result of the Service Provider acting on the instructions of the Authority.

36. **INSURANCE**

36.1 The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover and other terms of insurance in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of the Agreement, including death or personal injury, loss of or damage to property, employers liability or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider and shall be subject to the following minimum cover levels :

36.1.1 Five million pounds (£5million) in respect of public liability insurance adequate to cover all risks in the performance of this Agreement from time to time; and

36.1.2 Five million pounds (£5million) in respect of professional indemnity insurance; and

36.1.3 Employers' liability insurance with a minimum limit of indemnity as required by Law from time to time.

36.2 The Service Provider shall on request supply to the Authority copies of such insurance policies and evidence that the relevant premiums have been paid.

36.3 The Service Provider shall notify the Authority as soon as possible and in any event within 48 hours of any incident that may lead to any claim, demand or proceedings and shall supply such particulars or details thereof as the Authority shall reasonably require.

36.4 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the Agreement then the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.

PART SIX: OTHER PROVISIONS

37. **TRANSFER AND SUB-CONTRACTING**

37.1 The Agreement is personal to the Service Provider and the Service Provider shall not assign, novate or otherwise dispose of the Agreement or any part thereof without the previous consent in writing of the Authority.

- 37.2 Notwithstanding the provisions of Clause 37.1 and subject to the exception in Clause 37.3 below, the Service Provider shall be entitled to sub-contract its obligations to supply the Services, including the supply of any products or goods which are essential to the provision of the Services, to the Sub-Contractors listed in Schedule 9.
- 37.3 The Service Provider shall not be entitled to sub-contract to any other organisation or third party which is entitled to compete directly against the Service Provider for the same Work Orders in the same Lots without the prior written consent of the Authority.
- 37.3 37.4The Service Provider shall not substitute or replace a Sub-Contractor without the prior written consent of the Authority which shall not be unreasonably withheld or delayed. Such consent shall not constitute approval or endorsement of such Sub-Contractor, and the Service Provider shall remain responsible for the provision of the Services at all times.
- 37.4 37.5The Authority may require the Service Provider to terminate a Sub-Contract where it considers that:-
- 37.4.1 37.5.1the Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests of the Authority; and/or
- 37.4.2 37.5.2the Sub-Contractor employs unfit persons;
- provided that such right shall not be exercised unreasonably, frivolously nor in a vexatious manner.
- 37.5 In the event that the Authority exercises its right pursuant to Clause 37.5, the Service Provider shall use all reasonable endeavours to maintain the provision of the Services and the Authority and the Service Provider shall enter into good faith negotiations to agree the impact on the terms and conditions of the Agreement.
- 37.6 Where the Service Provider, in accordance with this Clause 37, sub-contracts any part of this Agreement it shall ensure that its contract with such sub-contract contains, as a minimum, the following:
- 37.6.1 Terms substantially the same as contained within this Agreement in respect of the following:
- (a) Confidentiality

- (b) Data Protection
- (c) Freedom of Information
- (d) Biosecurity; and
- (e) Health and safety

37.6.2 The right for the Authority to enforce the terms of the sub-contract directly on its own behalf in accordance with the Contracts (Rights of Third Parties) Act 1999 and more specifically those provisions identified in 37.6.1 above.

37.7 Notwithstanding the above provisions, the Service Provider shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

37.8 The Authority shall be entitled to:-

37.8.1 assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof to any Contracting Authority; or

37.8.2 novate the Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Authority

provided that such assignment, novation or disposals shall not increase the burden of the Service Provider's obligations under the Agreement.

38. **KEY PERSONNEL**

38.1 The parties have agreed to the appointment of the Key Personnel as at the Effective Date. The Service Provider shall and shall procure that any Sub-Contractor shall (via the Service Provider) obtain the prior written consent of the Authority before removing or replacing any member of the Key Personnel from their corresponding role during the Term.

38.2 The Authority shall not unreasonably delay or withhold its consent to the appointment of a replacement to any relevant member of Key Personnel by the Service Provider or Sub-Contractor. The Authority shall do such checks and may request such information as it deems necessary including interviewing the candidates for Key Personnel roles before such candidate is appointed to such role.

38.3 On appointment of a Key Personnel or within thirty (30) Working Days of receiving a request from the Authority if later, the Service Provider shall arrange for each of its Key Personnel to sign an agreement direct with the Authority requiring such Key Personnel to comply with:

38.3.1 Confidentiality

38.3.2 Data Protection

38.3.3 Freedom of Information

38.3.4 Biosecurity; and

38.3.5 Health and safety,

on terms substantially the same as contained within this Agreement, the format of such document to be dictated by the Authority from time to time. In the event that any Key Personnel refuses to sign such an agreement direct with the Authority then the Authority may require the Service Provider to, and the Service Provider shall, remove that individual from the Key Personnel.

38.4 The Authority shall be entitled to withdraw its approval of any Key Personnel during the Term at its sole discretion. Where such approval has been withdrawn the Service Provider shall remove that person from the Key Personnel and shall not be entitled to use that person in the delivery of the Services or in fulfilling any of its obligations hereunder.

38.5 For the avoidance of doubt the Service Provider agrees that it will only use the Key Personnel in the delivery of the Services to the End Recipient.

39. **RELATIONSHIP CHARTER**

39.1 The parties agree that the principles set out in Schedule 11 (Relationship Charter) reflect how the parties intend to operate in performing their obligations under this Agreement.

40. **STAFF TRANSFER**

40.1 In the event that the termination of this Agreement could constitute a “relevant transfer” within the meaning of the Employment Regulations, the Service Provider undertakes to the Authority:

- 40.1.1 to comply with any of its obligations under the Employment Regulations and to co-operate with the Authority and or any replacement Service Provider in the event of a relevant transfer;
 - 40.1.2 that it has not made any amendment or change to the terms and conditions of its staff in the 6 months preceding termination of this Agreement;
 - 40.1.3 to indemnify and keep the Authority indemnified against all liabilities, costs, losses, claims, charges, demands or expenses which are attributable to any act or omission by the Service Provider prior to or arising from the termination of the Agreement in respect of any of the Service Provider's obligations or duties (whether arising under common law, statute, custom or otherwise) to or in relation to any of its staff or former staff (including but not limited to any liability arising out of the termination or dismissal of any employee or former employee or out of a failure by the Service Provider to comply with its obligations under the Employment Regulations);
 - 40.1.4 that all amounts payable to or in relation to its staff engaged in the performance of this Agreement (including wages and salaries, overtime, bonus or commission (earned but unpaid), accrued holiday pay, income tax, national insurance contributions, pension contributions and insurance premiums) in respect of the period prior to the termination of this Agreement shall be discharged by the Service Provider and the Service Provider undertakes to indemnify the Authority against any and all costs, charges and expenses arising out of or in connection with such amounts; and;
 - 40.1.5 to indemnify the Authority and any replacement Service Provider in respect of any claims arising from any act or omission of the Service Provider in relation to any other of the Service Provider's staff who are not employed, assigned or engaged in providing the Services under the Agreement.
- 40.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Clause 40 to the extent necessary to ensure that any replacement Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the replacement Service Provider by the Service Provider in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

41. **HEALTH & SAFETY AND BIOSECURITY**

41.1 The Service Provider undertakes to comply with all applicable health and safety legislation in the performance of the Services. In complying with its obligations the Service Provider shall further comply with industry best practice and any guidance, and policies as the Authority may specify or provide from time to time. The Service Provider agrees to comply with these guidance and policies, and any additional guidance and policies made known to the Service Provider from time to time by the Authority together with all applicable statutory rules and regulations regarding these matters. The Service Provider will be responsible for procuring that its employees, Sub-Contractors and agents comply with these rules and regulations.

41.2 The Service Provider undertakes to comply with the DEFRA bio-security guidance on the DEFRA website for all farm visits and events, and such other policies as the Authority may specify or provide from time to time. The Service Provider agrees to comply with these guidance and policies, and any additional guidance and policies made known to the Service Provider from time to time by the Authority together with all applicable statutory rules, guidance and regulations regarding these matters. The Service Provider will be responsible for procuring that its employees, Sub-Contractors and agents comply with these rules, guidance and regulations.

41.3 The Authority and Service Provider must agree a risk register, and will be jointly responsible for identifying, evaluating, addressing and monitoring risks including bio-security and Health and Safety issues.

42. **ENVIRONMENTAL OBLIGATIONS**

42.1 The Service Provider shall provide the Services with due consideration of the Environmental Targets.

42.2 In the provision of the Services the Service Provider will use reasonable endeavours to contribute to the Environmental Targets.

42.3 The Service Provider shall in all its own operations, including purchase of materials and services, adopt a sound proactive environmental approach, designed to minimise harm to the environment and be able to provide proof of so doing to the Authority on demand.

43. **FORCE MAJEURE**

- 43.1 The Authority may, at any time during the term, suspend this Agreement and any obligations and activities of either party under Work Package Orders without incurring any liability for non-performance by either party to the extent this is due to a Force Majeure Event.
- 43.2 The Authority shall as soon as reasonably practicable give the Service Provider written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with details as to which obligations and activities are suspended as a result of such event.
- 43.3 The Authority shall notify the Service Provider as soon as practicable after the Force Majeure Event ceases. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

PART SEVEN: VARIATIONS TO THE FRAMEWORK AGREEMENT

44. **VARIATION IN GENERAL**

- 44.1 Any variations to the Agreement must be made only in accordance with the Agreement Variation Procedure set out in Schedule 6.
- 44.2 Subject to Clause 45, this Agreement may not be varied except where:-
- 44.2.1 the Authority notifies the Service Provider that it wishes to vary the terms of this Agreement and provides the Service Provider with full written details of any such proposed change; and
 - 44.2.2 the named officers of the Authority and the Service Provider as identified by each of the respective parties from time to time, acting reasonably, agree to the variation and a written variation agreement is signed by such named officers.

45. **LEGISLATIVE CHANGE**

- 45.1 The Service Provider shall bear the cost of ensuring that the Services shall comply with all applicable Law and any amendments thereto, except where any such amendment:
- 45.1.1 necessitates a change to the Services; and

45.1.2 is neither contemplated by Schedule 2 nor could reasonably have been foreseen by the Service Provider at the date of this Agreement.

45.2 In the event that the provisions of Clauses 45.1.1 and 45.1.2 apply, the Authority and the Service Provider shall use all reasonable endeavours to agree upon reasonable adjustments to the Charges to reflect any additional costs to the Service Provider that are both reasonable and necessary to accommodate such amendments.

46. **RIGHTS OF THIRD PARTIES**

46.1 Save as provided in Clauses 4 (Scope of Agreement), 8 (Ordering Procedures) and 9 (Warranties and Representations) and the rights specified in the Agreement for the benefit of Contracting Bodies, a person who is not party to this Agreement ("Third Party") has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Agreement or vary any of its terms in accordance with the relevant provisions of this Agreement, such rescission or variation will not require the consent of any Third Party.

47. **SEVERABILITY**

47.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

47.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

48. **REMEDIES CUMULATIVE**

48.1 Except as otherwise expressly provided by this Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

49. **RECOVERY OF SUMS DUE**

The Authority may retain or set off any amount owed to it by the Service Provider against any amount due to the Service Provider under this Agreement or under any other agreement between the Service Provider and the Authority.

50. **WAIVER**

50.1 The failure of either Party to insist upon strict performance of any provision of the Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.

50.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause 52 (Notices).

50.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

51. **ENTIRE AGREEMENT**

51.1 This Agreement constitutes the entire Agreement and understanding between the Parties in respect of the matters dealt within it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.

51.2 Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to either Party of such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

51.3 Nothing in this Clause 51 shall operate to exclude Fraud or fraudulent misrepresentation.

52. **NOTICES**

52.1 Except as otherwise expressly provided within this Agreement, no notice or other communication from one Party to the other shall have any validity under the

Agreement unless made in writing by or on behalf of the Party sending the communication.

52.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 52.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

52.3 For the purposes of Clause 52.2, the address of each Party's Account Manager shall be:

52.3.1 For the Authority:-

For the attention of [REDACTED]

Address: Natural England
Suite D
Unex House
Bourges Boulevard
Peterborough
PE1 1NG

Tel: [REDACTED]

Email: [REDACTED]

52.3.2 For the Service Provider:-

Address: 20 Manor Road

South Hinksey

Oxford

OX1 5AS

For the attention of: [REDACTED]

Tel: [REDACTED]

Mob: [REDACTED]

Email: [REDACTED]

52.4 Either Party may change its address for service by serving a notice in accordance with this Clause 52.

53. COMPLAINTS HANDLING AND RESOLUTION

53.1 The Service Provider shall notify the Authority of any Complaint which is not resolved by operation of the Service Provider's usual Complaints handling procedure within five (5) Working Days of becoming aware of that Complaint and such notice shall contain full details of the Service Provider's plans to resolve such Complaint.

53.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under this Agreement or a Work Package Order, and without prejudice to any obligation of the Service Provider to take remedial action under the provisions of this Agreement or a Work Package Order, the Service Provider shall use its best endeavours to resolve the Complaint within ten (10) Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

53.3 Within two (2) Working Days of a request by the Authority, the Service Provider shall provide full details of a Complaint to the Authority, including details of steps taken to its resolution.

54. DISPUTE RESOLUTION

54.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with the Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to those persons identified in Clause 52 (Notices).

54.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

54.3 If the dispute cannot be resolved by the Parties pursuant to Clause 54.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clause 54.5 unless

54.3.1 the Authority considers that the dispute is not suitable for resolution by mediation; or

- 54.3.2 the Service Provider does not agree to mediation.
- 54.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider and its employees, personnel and associates shall comply fully with the requirements of the Agreement at all times.
- 54.5 The procedure for mediation and consequential provisions relating to mediation are as follows:-
- 54.5.1 a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator;
- 54.5.2 the Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the CEDR to provide guidance on a suitable procedure;
- 54.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 54.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties with effect from its signature by their duly authorised representatives;
- 54.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties; and

54.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

COUNTERPARTS

55.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

55. LAW AND JURISDICTION

55.1 Subject to the provisions of Clause 54, the Authority and the Service Provider accept the exclusive jurisdiction of the English courts and agree that this Agreement is to be governed by and construed according to English law.

IN WITNESS whereof the parties hereto duly executed this instrument as an agreement the day and year first before written.

Signed duly authorised for and on behalf of the Service Provider

Name:

[Redacted]

Title:

Director, Rural Development Services (UK) Ltd.

In the presence of:

Name:

[Redacted]

Title:

PARTNER

[Redacted]

Signed for and on behalf of the Authority

Name:

[Redacted]

Title:

Executive

In the presence of:

Name:

[Redacted]

Title:

Executive

SCHEDULE 1

DEFINITIONS

In this Agreement the following expressions have the following meaning:-

"Account Manager"	means the employee of the Service Provider named in Clause 52.3.2;
"Additional Services"	means any services required which are not included within the Services but are covered within the OJEU notice 2014/S 208-368954 on 29 th October 2014;
"Agreement"	means this agreement and all Schedules to this agreement;
"Approval"	means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
"Audit"	means an audit or inspection carried out pursuant to Clause 10;
"Auditors"	Means those auditors identified in Clause 10.2;
"Authority Data"	Such data as may be provided to the Service Provider by the Authority or which the Service Provider collects in the performance of the Services;
"Award Criteria"	means the criteria set out in Schedule 4 (Work Package Order Procedure);
"Catalogue of Services"	Means the information about the Services that Framework Service Providers provide and make available to Contracting Bodies;
"Change in Law"	means any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date;
"Charges"	means the charges referred to in Schedule 3 (Charging and Invoicing);
"Commencement Date"	means the date set out in the Agreement Clause 3.1;

"Commercially Sensitive Information"	<p>means the Confidential Information set out in Schedule 13 (Commercially Sensitive Information) or listed in the Work Package Order comprised of information:-</p> <ol style="list-style-type: none"> 1. which is provided by the Service Provider to a Contracting Body in confidence for the period set out in a Work Package Order; and/or 2. that constitutes a trade secret;
"Confidential Information"	<p>means:-</p> <ol style="list-style-type: none"> 1. any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, Know-How of either Party and all Personal Data and sensitive data within the meaning of the DPA; and 2. the Commercially Sensitive Information;
"Consistent Failure"	<p>means:-</p> <ol style="list-style-type: none"> 1. two (2) failures to comply with the Quality Measures in any period of twelve (12) Months; 2. two (2) failures to accept Orders submitted to it pursuant to this Agreement in any period of twelve (12) Months;
"Contracting Authority"	<p>means any contracting authority as defined in Regulation 3 of the Public Contracts (Works, Services and Supply) Regulations 2006, other than the Authority;</p>
"Contracting Bodies"	<p>means the Authority, Defra, the Environment Agency and any other contracting authority as listed in Regulation 3 of the Public Contracts Regulations 2006;</p>

"Complaint"	means any formal complaint raised by any end recipient of the Services;
"Crown"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Customer"	means the customer identified in the Order;
"Default"	means any breach of the obligations of the Service Provider (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Service Provider in connection with or in relation to this Agreement or the subject matter of this Agreement and in respect of which the Service Provider is liable to the Authority;
"DPA"	means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Employment Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"End Advisor"	means the Key Personnel who will be directly providing the training, advice and information to the End Recipient;
"End Recipient"	means the farmers/land managers and advisers receiving the training, advice and information, being the beneficiary of the Services;
"Environmental Information Regulations"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department

	in relation to such regulations;
"Environmental Targets"	means cross governmental environmental objectives, including an obligation to: <ol style="list-style-type: none"> 1. conserve energy, water and other resources; and 2. reduce waste and minimise the release of greenhouse gases, acid rain precursors, volatile organic compounds and other substances damaging to health and the environment as a result of activity on, or related to, the government estate.
"Force Majeure Event"	any cause, which in the reasonable opinion of the Authority, means the performance of the Services is detrimental to the environment or the agricultural industry including any outbreak of a bio-hazard;
"Framework"	means the framework arrangements established by the Authority for the provision of Environmental Training Services regarding Environmentally Sustainable Land Management;
"Framework Management Manual"	means the manual developed and updated by the Authority from time to time which outlines how the Service Provider shall perform its obligations under this Agreement;
"Framework Service Providers"	means the Service Providers appointed as Service Providers under agreements on the same or similar terms to this Framework Agreement as part of the Framework;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Further Competition Award Criteria"	means the Award Criteria set out in Part 1 of Schedule 4 (Work Package Order Procedure);
"Further Competition Procedure"	means the ordering procedure set out in Schedule 4 (Work Package Order Procedure);

"Fraud"	means any offence under any Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;
"Framework Variation Procedure"	means the variation procedure set out in Schedule 7;
"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
"Index"	has the meaning ascribed to it in Schedule 3;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means patents, inventions, trade marks, service marks, logos, design rights (whether capable of being registered or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether capable of being registered or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
"ITT"	means the invitation to tender issued by the Authority on 23 rd October 2014;
"Key Personnel"	those individuals, including the Framework Manager and Lot Managers described in Schedule 5 (Key Personnel) and End Deliverers of the Services specified in the Framework Management Manual;
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European

	Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body;
"Lot"	means each of the regional or national Lots as identified in Schedule 2;
"Management Information"	means the management information specified in Schedule 7 (Reporting);
"Materials"	means anything created, delivered or provided by the Authority to the Service Provider in the course of the provision or delivery of the Services, or anything created by the Service Provider pursuant to this Agreement;
"Material Default"	means any breach of Clause 15 (Statutory Requirements), Clause 16 (Non-Discrimination), Clause 17 (Provision of Management Information), Clause 10 (Audits), 23 (Data Protection) and 24 (Freedom of Information);
"Month"	means a calendar month;
"Order"	means an order for Services served by any Contracting Body on the Service Provider in accordance with the Ordering Procedures;
"Ordering Procedures"	means the ordering and award procedures specified in Clause 8;
"Other Contracting Bodies"	means the Contracting Bodies except the Authority, specifically Defra or Defra sponsored bodies;
"Parent Company"	means any company which is the ultimate Holding Company of the Service Provider or any other company of which the ultimate Holding Company of the Service Provider is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Service Provider or which is engaged in the same or similar business to the Service Provider. The term "Holding Company" shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any

	statutory re-enactment or amendment thereto;
"Party"	means the Authority or the Service Provider;
Prohibited Act	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Authority; or (iv) defrauding, attempting to defraud or conspiring to defraud the Authority.
"Quality Measures"	means the measures of quality as required in the individual Work Package Orders;
"RDPE Regulations"	means Council Regulation (EC) 1698/2005, Commission Regulation (EC) 1974/2006, Commission Regulation (EC) 1975/2006 and Statutory Instrument 2007/75 (as amended), and such successor or other regulations as may be applicable from time to time;
"Regulations"	means the Public Contracts Regulations 2006 as amended;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the

	Authority;
"Reporting Date"	means the dates identified in the Framework Management Manual, or such other date as may be agreed between the parties;
"Requests for Information"	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Security Policy"	means the Authority's security policy as may be provided to the Service Provider by the Authority from time to time;
"Services"	means the services described in Schedule 2;
"Staff"	means all persons employed by the Service Provider together with the Service Provider's servants, agents, and Sub-Contractors used in the performance of its obligations under this Agreement or Work Package Orders;
"Statement of Requirements"	means a statement issued by the Authority or any Other Contracting Body detailing its Services Requirement issued in accordance with the Ordering Procedures detailed in Schedule 4 (Work Package Order Procedure);
"Sub-Contractor"	means each of the sub-contractors listed in Schedule 8 (Sub-Contractors) or any person engaged by the Service Provider in connection with the Services from time to time as may be permitted by this Agreement;
"Supporting Documentation"	means the information provided in support of any invoice as further defined in Schedule 3;
"Tender"	means the tender submitted by the Service Provider to the Authority on 5 th March 2015;
"Term"	means the period commencing on the Commencement Date and ending on 31 st March 2019 or the expiry of any Extension Period, or on earlier termination of this Agreement;
"UK Government"	means the guidance issued by the UK Government from time to

Guidance"	time;
"Work Package Order"	means the legally binding Agreement (made pursuant to the provisions of this Agreement) for the provision of Services made between a Contracting Body and the Service Provider comprising of an Order and the call-off terms and conditions as amended pursuant to Schedule 4 (Working Package Order Procedure);
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales;
"Year"	means a calendar year.

SCHEDULE 2

SERVICE DESCRIPTION

This schedule sets out the intended scope of the Services to be provided by the Service Provider and provides a description of what each Service entails.

The Service Provider has been appointed in respect of following Lots:

Lot number	Lot name
6	South East & London

PART A – SERVICES DESCRIPTION

1. Overview

1.1 The Farm Advice Framework (FAF) is designed to complement the wider products and services of the Rural Development Programme for England (RDPE), details of which can be found at <https://www.gov.uk/government/collections/common-agricultural-policy-reform>.

1.2 The Framework Agreement will be available for use by the Defra Network Agencies and Bodies (DNAB) in England only. Defra is a ministerial department, supported by [36 agencies and public bodies](#), further details of which can be found by clicking on the link.

1.3 The **purpose** of the framework is to provide clear, accurate and targeted advice and information to farmers, other land managers and their advisers on sustainable land management, so that they are better informed to make business decisions that maximise outcomes for the natural environment and strengthen competitiveness.

1.4 The main **objectives** of the framework are to:

- Provide advice and raise awareness and understanding of, and engagement with, sustainable land management.
- Improve the level of skills to allow land managers and associated individuals to deploy measures to improve sustainability.
- Provide an integrated, consistent, targeted, high quality and cost-effective advisory and information service to farmers/land managers and their advisers.
- Provide flexibility to meet differing farm and forestry advice and information needs and volumes of activity.
- To deliver a more integrated, streamlined and efficient approach to providing advice on the environment in England as per The Review of Advice, Incentives and Partnership Approaches (the AIPA Review – published March 2013) which can be found at the following:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/221046/pb13900-review-incentives-partnership-approaches.pdf

- 1.5 The framework will encompass a range of advice themes including both mandatory and discretionary elements specified in the new Rural Development Programme for England 2014 - 2020. These will include (i) Water Quality and Protection, including Water Framework Directive; (ii)

Support for the new environmental management scheme; (iii) Countryside Productivity Scheme (CP Scheme); (iv) Cross Compliance; (v) Greening; and (vi) Sustainable Use Directive, Pesticides (SUD). Where appropriate, advice will be offered that integrates across themes and supports climate change adaptation and resilience as a cross-cutting theme, be delivered both on-farm and through events, and be locally tailored. Access and signposting to advice will in most cases be through a single service portal, which may also form part of the framework.

1.6 The Framework could also extend its remit to include other related themes such as: Other Environmental Management and Biodiversity Advice; Animal Health and Welfare and Disease Risk Management and advice specifically focused on Climate Change Adaptation or Mitigation. Interested Suppliers should note the Scope may be widened to include Training Services, Skills and Growth under a range of themes in future years.

1.7 The Framework will be funded primarily although not exclusively, under Article 15 of Regulation (EU) 1305/2013 of the **Rural Development Programme for England (RDPE) 2014-2020**.

1.8 Suppliers should note that the services to be offered under the framework will be through demand from, and uptake by, farmers and other land managers and their advisers. It is expected that advice will usually be 100% funded, however, there may be occasions where attendee charges will be required. It will be the Suppliers responsibility to have the systems in place to collect charges.

2. Integrated Approach

2.1 The delivery of advice under this Framework will be designed to embed those design principles which were approved by Defra when publishing the Review of Advice, Incentives and Partnership (AIPA) report which underpins this Framework.

2.2 Integration of advice will be achieved by procuring advice through a single procurement Framework. This Framework will identify Suppliers who will be able to provide a range of advice themes within geographical Lots and/or across England. Suppliers should be aware that government-supported non-procured advice will also be available within some schemes, i.e. advice provided directly by Natural England or another government body. Where appropriate further details on how procured advice fits with non-procured advice will be made available at the relevant stage of individual tendering.

2.3 Integration of advice will also be achieved where appropriate for the customer, i.e. farmers/land managers/advisers, by providing advice activities that include several advice themes and make provision for signposting to other more specialist type, in-depth technical advice offered within and outside of the Framework.

2.4 Key to achieving this ambition is The Framework Managing Authority's (FMA) intention to simplify access to all advice provided under the Framework, by providing a single customer access point to advice and a recognisable brand with a verifiable quality service standard for customers. Once the Framework is in place, mini-tendering will begin to procure specific advice packages, using the Lot based process. For example, during the life of the Framework contract, the FMA could issue a National Lot mini-tender to procure a single Supplier to provide a single phone-line, web site and email address, as well as provide advice on Cross-compliance, Greening, Sustainable Use Directive, Pesticides (SUD), and the compulsory advice elements of the Water Framework Directive. This single portal or

platform access could provide advice on these specific topics, as well as manage all inbound customer advice queries and act as a centralised booking line for the national series of events which will be procured through this mini-tender.

2.5 These and other combinations of advice themes are possible, and these requirements will become evident once the Framework is in place and mini-tendering begins.

3. Advice Delivery Themes

3.1 The requirements have been separated into the main themes as highlighted below.

Theme Number	Theme Title
1	Water Quality and Protection, including Water Framework Directive (M)
2	Support for the new environmental management scheme
3	Countryside Productivity Scheme
4	Cross Compliance (M)
5	Greening (M)
6	Sustainable Use Directive, Pesticides (SUD) (M)
7	Animal Health & Welfare and Disease Risk Management
8	Other Environmental Management and Biodiversity Advice
9	Climate Change Adaptation and Mitigation

(M) denotes that provision of this advice is mandatory under EU rules.

3.2 Each theme highlights the areas of work that the potential suppliers will be asked to provide services for. The list is not exhaustive and is an example of the range of work areas within each Lot. Further detail on each of the themes is set out in sections 3.3 to 3.11 below.

3.3 Water Quality and Protection

Defra's Natural Environment White Paper set the goal of "*being the first generation to leave the natural environment of England in a better state than it inherited*". Improving the water environment is central to delivering this ambition, securing big gains for our economy and society.

Action is needed in partnership with the farming industry to protect water quality and resources in ways that support competitive agriculture: maximising the opportunities for 'win-wins' which help farm businesses to become more resource efficient, diversify their income, boost their reputation and leave a strong environmental legacy.

Defra intends to procure advice to farmers on water quality and protection under two distinct themes:

a) Advice on regulatory compliance

Provision of advice on protection of water quality and resources is an EU legal requirement under Regulation (EU) No 1306/2013. This advice focuses on those measures implementing Article 11(3) of the Water Framework Directive (Directive 2000/60/EC), which describes the 'minimum requirements to be complied with'. These include regulations such as the Nitrates Prevention Pollution Regulations, and consequently there is a close link with the advice provided on cross-compliance in section 2.6. The latter already includes some but not all regulatory requirements on water quality and protection.

In line with advice on cross-compliance, advice would be available to all farmers through different media including, but not limited to, a helpline, website and one-to-many

local/national events. There is the potential to commission one-to-one on-farm advice on these issues; however, this would most likely be focused on sensitive areas and provided via part (b) below.

b) Advice on financial incentives and voluntary measures

Additionally, in sensitive water catchments, Defra may also provide additional advice to farmers on:

- i) the financial incentives available through the Rural Development Programme to improve water quality (this may comprise pre-application advice and/or advice on delivery of agreed mitigation measures) and
- ii) additional voluntary measures which farmers can elect to do to improve water quality

The service would primarily consist of on-farm one-to-one advice, supported by group events, demonstration type activity and advice clinics as necessary. It would only be available to farmers in sensitive catchments, likely to cover a percentage of the area of England. Integrated delivery with other environmental requests of farmers and advice on Rural Development Programme schemes (see other paragraphs in this section) will be an important focus, with an ambition that farmers need not interact with multiple points of contact.

Advice in this sub-section is currently largely provided by Catchment Sensitive Farming (CSF), which supports farmers to tackle water pollution using farmer training and incentives on a voluntary basis. Priority catchments have been targeted to help meet the requirements of the Water Framework Directive (WFD) and improve freshwater Sites of Special Scientific Interest, where evidence suggests that pollution from farming impacts significantly on water quality and aquatic habitats.

CSF is delivered in partnership by Natural England and the Environment Agency, and is funded by Defra (through Grant in Aid) and the Rural Development Programme. The project is currently under review by Defra, with decisions on the future delivery model expected in 2014/15. At present, a proportion of advice is procured through the Farm Advice, Training and Information (FATI) contract framework, with the remainder delivered in-house. An illustration of advice volumes currently procured through this framework is set out in section 7.

3.4 Support for environmental land management schemes

The new environmental land management scheme (NELMS) is a single incentive scheme, combining both agri-environment and forestry measures. Overall biodiversity is the priority for the scheme and there will also be a specific contribution towards water quality objectives as required for Water Framework Directive (WFD) compliance. The scheme will be broad in scope, contributing to the delivery of outcomes on soil, the historic environment, landscape, genetic conservation and educational access. It will also help the natural environment to mitigate and adapt to climate change by, for example reducing greenhouse gas emissions, providing and protecting carbon storage and increasing habitat resilience. The scheme will be targeted jointly towards delivery of biodiversity, water and flood management benefits.

The scheme has 2 main themes:

- The improvement or maintenance of the most important designated sites, such as Sites of Special Scientific Interest (SSSIs); and Natura 2000 sites.
- Targeted improvements in the wider countryside, including more landscape scale co-ordination in line with the Natural Environment White Paper vision to support wildlife and a continuing focus on improving water quality.

The scheme is based on a single menu of land management options and prescriptions describing how the land is to be managed;

a) Rationale for offering advice to specific NELMS agreement holders with specific options.

There are options which, because of their nature, will prove challenging to control and verify and achieve audit compliance. These are those options relating to stocking densities; to actions undertaken at a given moment in time; to reductions in applications of “inputs” (fertilisers and pesticides) and those requiring certain sward heights. It will be necessary to satisfy the Paying Agency and the Managing Authority that such options can be verified and controlled. Doing so may well mean greater reliance on guidance.

Advice needs may cover those NELMS options where support is needed for option verification and agreement obligation. There are a number of options with prescriptions that require limits on fertilisers, manures, grazing management and stocking numbers.

Key ones are as follows, although there are others:

Option R8: Arable reversion to grassland with low fertiliser input to prevent erosion or run-off.

Option R15: Very low nutrient inputs to grassland affecting ground waters.

Option G2: Permanent grassland with very low inputs outside the Severely Disadvantaged Areas (SDA).

Option G6: Permanent grassland with very low inputs inside the SDA.

Potential advice requirements to support these and similar options:

- Nutrient management and planning at the field and farm scale.
- Accounting for nutrient content of organic fertilisers and inorganic fertilisers.
- Grazing management and sward management.
- Timing of applications.
- Record keeping, to include stocking records, fertiliser and organic manure applications, etc.

Advice activity to support some of the broader objectives such as pollinators and farm wildlife may also be a requirement.

The assumption is that this advice will be offered mainly by Group Event type activity, but with scope for targeted 1:1 visits for high risk agreements and/or agreement holders.

b) Forestry Advice Needs in NELMS

Additionally, there is a need to provide this specifically to land owners and land managers who are currently not managing their woodlands within NELMS and the Countryside Productivity Scheme (CPS).

One of the aspirations of the government’s Forestry and Woodland Policy Statement is to increase the percentage of England’s woodland that is being sustainably managed in accordance with the UK Forestry Standard from just over 50% to 66% by 2018 and ultimately rising to 80%.

To achieve this aim will require 1:1 advice to owners and land managers who do not currently manage their woodland.

Such advice shall include the legislative framework, particularly the Habitats and Birds Directives but may also cover:

- Sustainable forest management
- Climate change adaptation

- Pests and diseases
- Deer and squirrel management
- Economic opportunities
- Management planning
- Information on grant opportunities

3.5 Countryside Productivity Scheme

The Countryside Productivity Scheme (CP Scheme) will support farm and forestry businesses and other land managers to innovate and improve the productivity and competitiveness of their businesses. It will encompass elements of farm modernisation, innovation, market orientation, and promotion of entrepreneurship that form part of the required coverage of the Farm Advisory System.

It is likely that the CP Scheme will include support for:

- investment in physical assets; equipment and infrastructure,
- skills development and training, including knowledge exchange and demonstration activity,
- cooperation between businesses and through supply chain,
- operational groups within the European Innovation Partnership for Agricultural productivity and sustainability,
- young farmers and new entrants to develop their businesses in the early years.
- Targeted projects to improve on farm biosecurity, disease prevention and improved animal welfare

OECD evidence suggests that the key drivers of productivity are research and development, the rate of technology diffusion and economies of scale¹. It is important that basic and commercial research is translated into innovative technologies and practices at business level. Education, knowledge and skill levels are important as they impact on the rate of technological diffusion. It is important that businesses are equipped with the knowledge to be able to innovate, take up new practices, put new capital investment to best effect, and adopt effective business practice.

Providing advice alongside other types of support will ensure that we get the greatest benefits from investment through Government funds. We know that there is a wide variation in the performance of different farm and forestry businesses and that, through effective advisory structures, we can support leading businesses to innovate and excel, and 'middle performers' to move towards the standard of the best.

The following advice needs would apply to farming and forestry businesses and other land managers:

- Improving business performance and productivity:
 - increasing productivity by increasing the ratio of output to inputs,
 - increasing net business income and profit, including through value added activities,
 - improving the efficiency, sustainability or security of supply chains and market orientation,

¹ OECD (2011), *Fostering Productivity and Competitiveness in Agriculture*, OECD Publishing. <http://dx.doi.org/10.1787/9789264166820-en>

- risk and contingency planning, and improving resilience or mitigating the impact of adverse or volatile price, market and other related economic pressures,
 - effective business and succession planning,
 - development of businesses in the early years by new entrants,
 - better disease prevention and animal welfare and improved biosecurity.
- Innovation and knowledge exchange:
 - increasing innovative business practice and investment in and take up of technology
 - establishing and running demonstration activity
- Resource efficiency and environmental sustainability of farm and forestry businesses:
 - increasing efficiency in water use,
 - increasing efficiency in energy use, facilitating the supply and use of renewable sources of energy, of by products, wastes and residues and other non-food raw material,
 - improving soil and nutrient management,
 - reducing greenhouse gas and ammonia emissions from agriculture and
 - adaptation to the impact of climatic and other environmental pressures.

3.6 Cross Compliance

Provision of advice on cross compliance is an EU legal requirement (under Regulation (EU) No 1306/2013). All farmers claiming under the Basic Payment Scheme (BPS) and other payments under Common Agricultural Policy (CAP) support schemes are required to meet cross compliance conditions. Cross compliance rules are a minimum set of requirements to help protect the environment, and improve food safety and animal welfare. Member States are required to provide a confidential advice system which provides advice on cross compliance to enable farmers to meet their obligations.

All types of agricultural and environmental activities are covered by cross compliance covering environment and landscape; resource protection; public, plant and animal health, and animal welfare. Claimants must comply with the requirements across the whole agricultural area of their holding, regardless of the amount of land entered into the Basic Payment Scheme (BPS). If there is a breach of cross compliance that is directly attributable to the claimant, they may have their BPS and other payments reduced. Cross compliance also forms the basis for environmental stewardship schemes and is therefore a critical baseline condition for the success of these schemes.

A co-ordinated national programme of cross compliance advice will be delivered, covering all regions of England, and in active partnership with industry-related bodies and other stakeholders. The primary delivery mechanism will be face-to-face advice through events such as, workshops, farm walks, talks, pre-booked and drop-in clinics. These activities are for land managers and advisers, as well as farmers.

To note, one to one visits on farms are potentially on offer, although the current advice programme provides only group events, a helpline, and a website. The website for the advice programme will be hosted on GOV.UK. Similarly the helpline will be amalgamated into an existing helpline provided by Defra with more detailed technical calls being forwarded to the Supplier delivering the advice. The Supplier will be expected to work with Defra to ensure these elements form a coherent part of the wider advice service. Advisers will also be required to be aware of sources of advice on

environmental and economic issues not covered initially by them, and be able to direct farmers to these sources.

Use of new and innovative ways of engaging with farmers to provide direct advice in addition to established methods should be exploited. Events should be arranged regionally according to need and what works best within that region. Each event should be integrated, as far as possible with delivery of advice on SUD, WFD/CSF and CP Scheme [see Regulation (EU) No1306/2013, Article 12, paras 2, (d) and (c) respectively.

Cross compliance Advice needs are expected to focus on:

- Cross compliance rules in the new CAP Round and the usual annual changes announced at the start of each calendar year.
 - The number of GAECs has been reduced from 17 to 11
 - The Soil Protection Review will be replaced by 3 soil GAECs forming minimum standards for soils. The current mandatory requirement for record keeping will be removed.
 - The current hedge cutting ban will be extended by a month to cover the bird breeding and rearing season. The ban will run from 1 March to 31 August (inclusive) and will also cover trees.
- The 2 existing elements of the cross compliance rules, Standards of Good Agricultural and Environmental Condition (GAEC); and Statutory Management Requirements (SMR).
- Integration of advice delivery with other CAP advice – see commitments in the Review of Environmental Advice, Incentives and Partnership Approaches (March 2013).
- Increased targeting of advice to reduce the number of non-compliance breaches.

3.7 Greening

Detail on 'Greening taken from 'CAP Reform Countdown (Defra) April 2014' and 'CAP Reform in England: What you need to know now' February 2014'; 'Greening: Working out what it means for you', June 2014'; and CAP Reform: August 2014 Update <https://www.gov.uk/government/publications/cap-reform-greening-work-out-what-it-means-for-you>

Under the new CAP, from 1 January 2015 there will be a greening payment, as part of the Basic Payment Scheme (BPS) that will replace the Single Payment Scheme, related to new, compulsory, environmental requirements. The greening payment will comprise approximately 30% of the BPS payment and there will be three greening requirements with which claimants have to comply, although there are exemptions for some from these rules.

These three requirements are listed here.

- Crop Diversification: Holdings with more than 10 hectares of arable land must grow at least two different crops each year and holdings with more than 30 hectares of arable land must grow at least three different crops each year.
- Permanent Grassland: The overall ratio of permanent grassland to agricultural land in England must not decline by more than 5%.
- Ecological Focus Areas (EFA's): Holdings with more than 15 hectares of arable land must maintain Ecological Focus Areas on 5% of that land

Additional voluntary environmental measures on top of the above three rules, are not required; although farmers are encouraged to undertake them.

The advice needs for greening will relate to:

- The core requirement is awareness-raising, building understanding and advice on the three greening requirements. This will also include advice about potential deductions and penalties arising from not implementing the greening requirements; including ensuring take up of hedges as an EFA option in a way that minimises disallowance risk, and highlighting risks of measurement errors.
- Choice and location of EFA options.
- Signposting to and raising awareness of the recommendations contained in the National Pollinator Strategy.
- Signposting where appropriate CFE sources of advice (if available) so as to encourage voluntary environmental measures. This can be delivered primarily through one to many, group type events, and be offered as part of cross-compliance advice delivery. We expect low demand for additional 1-1 on-farm advice.

Double funding: Some of the EFA options also exist in ELS/OELS/UELS agreements which started 1 January 2012 or later. These agreements which have 19 specific ELS options or 18 OELS options count as double funding; and are in scope for having their ES payments reduced from 2015 onwards. Double funding is being paid for the same thing twice and is not allowed. EU rules mean that the ES payment will have to be reduced, but the greening payment is unaffected. Natural England will be writing to agreement holders in September 2014 to explain the choices open to them and provide advice on these aspects.

3.8 Sustainable Use Directive (Pesticides) (SUD)

The advice need should cover key practices and actions necessary to implement the SUD with actions and dates as stated below. The Voluntary Initiative (V.I.) which is industry led and funded, has various guidance on its web-site about the current requirements of the directive and what farmers need to do by when.

<http://www.voluntaryinitiative.org.uk/en/home>

The advice need is to explain the principles of sustainable pesticide use, with a particular emphasis on:

- The principles and benefits of integrated approaches.
- Identifying and mitigating risks when storing, using and disposing of these chemicals.

Advice should:

- Highlight legislation and rules which support the aims of the directive, and the penalties and risks to the Basic Payment Scheme from not adopting these requirements.
- Direct pesticide users to sources of advice such as the VI and any relevant additional training opportunities.

This advice can be delivered primarily through one to many, group type events, and could be offered as part of cross-compliance advice activity.

The SUD is being implemented across the EU to raise standards and promote a more consistent approach to controlling pesticide use. The SUD specifies outcomes and measures that member states should achieve and/or take to reduce the risks associated with pesticides and promote the use of integrated and alternative pest management techniques. The directive is being implemented by various means, including the use of legislative requirements; industry led approaches and financial incentives.

Due to previous legislative requirements and the widespread adoption of industry led approaches, many UK farmers and growers already use practices and/or measures which are required to help implement the directive. However there is a need to ensure that farmers and growers have access to related advice which takes account of the latest scientific understanding, technical and technological advances, and new legal requirements.

Three dates that matter for anyone who uses professional pesticides:

- From 2014: Demonstrate Integrated Pest Management (IPM) is practiced on the farm
- From 26 November 2015: The sprayer operator on a farm or nursery must hold a specified training certificate
- From 26 November 2016: Certain types of pesticide application equipment must have a Certificate issued by a designated inspection body

These are key requirements for the UK and its farmers. Non-compliance could lead to enforcement action being undertaken and threaten the SPS or BPS payments. IPM is a policy priority because it both helps to protect the environment and enables farmers to get the most from a narrowing range of pesticides. It also has an EU dimension as the UK view is that pesticides that could be used safely should be authorised. It therefore helps our position to be able to show that pesticides are used sparingly and responsibly.

3.9 Other Environmental Management and Biodiversity Advice

This may be a possible future advice need under this framework

3.10 Climate Change Adaptation and Mitigation

There may be a possible future need for advice specifically focused on climate change adaptation or mitigation under this framework, beyond the wider need for supporting climate change adaptation and resilience through the delivery of other advice.

3.11 Defra, Natural England, Environment Agency and other relevant agencies aim to maximise the benefits from integrating its own advisory capacity with that offered by partners, stakeholders, contractors and the commercial advisory sector to deliver a 'joined up' service to front-line customers. As such, farm advisory activity (both in-house and via suppliers) will be delivered as an integrated service so that farmers/land managers are contacted in a targeted way and multiple approaches are avoided. Similarly, it is important that customers are signposted both to and from relevant services provided by other organisations.

4. Scope of Requirements

4.1 Framework suppliers must provide competent and suitably qualified advice providers with the experience and understanding of the following;

- Knowledge of British farming, forestry and sustainable food production (including animal health and welfare) and business and management skills.
- Knowledge of the natural environment and biodiversity.
- Knowledge of sustainable green economies and resilience to climate change (including current strategies for climate change mitigation and adaptation in agriculture).
- Knowledge of British agricultural performance, rural economy and competitiveness.
- Knowledge of pollution reduction and agri-environmental issues (including CAP reform).
- Experience of delivering European funded advice projects, including compliance with EU regulations.

- Minimum of 4 years practical experience of successfully delivering advice and information to farmers/land managers and their advisers unless otherwise specified.

4.2 In order to effectively deliver services under the Framework, suppliers must have knowledge and understanding of the range of legislation and guidance and policies, including:

- The aims and objectives of Natural England, Defra and our (national and regional) partners and stakeholders.
- Conservation and environmental legislation, including the Water Framework Directive, Habitats Directive and the national regulations that implement these directives.
- Guidance documents dealing with regulations and good practice.
- The CSF, Cross Compliance, CP Scheme, SUD and Greening advice programmes.
- Agri-environmental schemes – including NELMS, HLS (Higher Level Stewardship), organic and other schemes.
- The RDPE and other EU/UK regulatory policies, programmes and issues.
- Defra's Uplands policy and Rural Economy Growth Review.
- Government Digital Service (GDS).

4.3 Suppliers will be required to provide a mix of advice via one to one, one to few and one to many events delivered both on and off farm. The aim of the advice is to enhance the knowledge and understanding of those attending. It is the Suppliers responsibility to ensure that those receiving advice are eligible and will cover the following recipients:

- Farmers, young farmers and other land managers
- Forest holders.
- And their advisers

4.4 Suppliers are required to meet all costs in ensuring that their delivery staff and sub-contractors are trained and competent and possess the relevant skills and knowledge to effectively deliver advice under the framework. All advice delivery must be in accordance with current professional and technical knowledge, good agricultural practice and relevant legislation.

4.5 It is expected that suppliers will provide continuing appropriate learning and development opportunities for their staff and sub-contractors. This might include for example, development of an industry recognised professional qualification/accreditation.

4.6 Suppliers will be expected to put in place clear monitoring and reporting procedures for the measurement of delivery against key performance indicators, milestones/targets and systems for measuring, analysing and using customer feedback as part of the continuous improvement process.

4.7 Suppliers are responsible for ensuring that the services provided under the Framework are delivered in accordance with this Specification of Requirements, The Framework Management Manual, the DNAB Handbooks and the terms and conditions of the Framework contract and mini-contracts.

4.8 Suppliers must put in place their own quality assurance (QA) system to monitor the quality of advice delivered (including technical aspects) to ensure their work is of an

acceptable and consistent standard, and to inform the process of continuous improvement. Suppliers must provide the Framework Managing Authority with details of how their QA system operates, analysis of their QA findings and where relevant mitigation/improvement and contingency actions taken to ensure quality expectations are achieved.

4.9 Suppliers must ensure that all advice, and information delivered under the FAF will be branded as the Farm Advice Service, in order to provide a coherent and holistic service to customers. All RDPE funded activity must be sub-branded with EC and Defra logos, as required under the Rural Development Regulation. Activity relating to DNAB projects, such as Natural England's CSF programme will be sub-branded with the appropriate logo. Please refer to the Handbook(s) for further information. No Supplier branding will be permitted at any point during the delivery and reporting of advice.

4.10 Suppliers under the framework are required to use the standard reporting templates and guidance as included in the Framework Management Manual and DNAB Handbooks.

4.11 Suppliers will submit invoices (claims) for all mini-contracts, in arrears, on a monthly basis. All third party expenses must have been defrayed prior to submitting a claim. RDPE claims require additional evidence to accompany claims submitted as detailed in the FMM Section 3.4. Delivery activity will be ineligible to claim under RDPE, if any part of it is in receipt of other public funding. The contractual period for payment of Supplier invoices will be 30 working days.

4.12 Suppliers should note that 'on-the-spot' checks (inspections) on a minimum of 5% of expenditure may be carried out at Supplier offices, at short notice. More information on these checks is detailed in the Framework Management Manual.

4.13 Suppliers should note that they may be required to input to wider evaluation activity (at no extra cost to the Framework Managing Authority), for example, reviews undertaken by external contractors as part of evaluations of Rural Development Programme(s), as well as studies on the impact on rural businesses.

4.14 Suppliers should note for RDPE funded activity the maximum costs permitted are:

- Cost of the advice provided: maximum €1,500 per advice (net of VAT).
- Cost of training of advisers: maximum €200,000 per three years (net of VAT) for the training of staff within any individual business.

5. ACTIVITIES

5.1 Generic units of activity have been developed - structured by type, capacity and duration. Additionally, for one-to-one activity where reports are required, units include time allowances for post-visit report writing and production (refer to the Pricing Schedule). These activities will include (but are not limited to):

5.2 Individual one-to-one advice activity:

- One-to-one advice – the provision of on-farm advice to farmers and other land managers including, in most cases, preparation of a farm-specific interpretative report.

- Sampling and analysis – on-farm soil and manure sampling and laboratory analysis with, in some cases, preparation of a farm-specific interpretative report.

5.3 One-to-many group advice activity:

- Workshops/meetings – the provision of workshops (classroom style, with formal presentations combined with discussion/facilitated sessions) and hosted working groups (with semi-formal presentations combined with discussion sessions hosted by a farmer and led by an adviser). This activity also includes drop-in and pre-booked clinics where the provision of advice could be provided to individuals and/or small groups.
- On-farm walks/demonstrations – held on suitable farms to develop farmers and other land managers understanding of environmentally sustainable land management and to illustrate associated farm practice (good and bad) in situ, within a setting that reflects the farming structure of the sector and local area. Events will show the practical application of techniques and/or equipment and, ideally, allow comparisons to be made between existing techniques and/or equipment and the alternatives proposed.
- Combined events – a combination of either an organised farm walk with workshop/meeting session and/or farm-based workshop/meeting with a walk at the end.
- Conference/seminar – the provision of more formal events for larger groups of farmers/land managers and/or advisers, comprising lecture style presentations.
- Third party events – the provision of guest speakers/chairs/facilitators at national or regional advice events hosted by other organisations (e.g. NFU, CLA, TFA, Discussion Groups etc.).

5.4 Other activities:

- Professional/Specialist expertise– comprising, for example, the provision of an adviser to backfill to a vacant in-house adviser post, ecological evaluations, consultant and land agent's fees.
- Technical guidance materials – comprising the development, production and distribution of theme-specific technical guidance materials.

The following activities will be considered as National Lot activities if called upon and Suppliers should indicate whether they can supply such activities on a national basis in their tender:

- Technical helpline – the set-up and provision of a national helpline (for example, by telephone/web/email) to answer technical queries from farmers/land managers in relation to one of the FAF themes.
- Digital media - comprising for example, promotion of electronic information/guidance/advice via the Government Digital Service (GDS) including Gov.UK and encouragement of the wider adoption of additional internet based digital tools such as mobile applications, e-bulletins, social media etc.

5.5 Suppliers should note that there may be multiple interactions with individual farmers and/or land managers e.g. attendance at a group event followed by a one-to-one visit.

6. KEY PERFORMANCE INDICATORS

6.1 Key Performance Indicators (KPIs) are split into two categories. Framework KPI's are compulsory and are either (i) activity based (Annex A) or (ii) mini-contract management based. KPI's are recorded as either achieved or not achieved, for each mini-contract.

6.2 Mini-contract management KPIs

- 85% of milestones achieved within the specified date
- (milestones detailed in the mini-contract award or if superseded, mini-contract amendment)
- 85% of DNAB QA deemed delivery to be good or better
- 85% of claims submitted were accurate and fully complete
- 95% of delivery took place without the use of escalation procedures

7. ACTIVITY SPECIFICATIONS (ALL ACTIVITIES)

7.1 Detailed standard specifications for Activities 1 to 4 are at **Annex A to this Schedule 2**. Additionally, non-standard activity may also be procured under the framework.

ANNEX A: ACTIVITY SPECIFICATIONS

Activity 1 - Individual One-to-One Advice

This activity offers farmers and other land managers the opportunity to obtain face-to-face, farm-specific and on-farm advice including, in most cases, an interpretative report.

Activity type

This includes:

One-to-One On-Farm Advice

Visit duration

Duration of one-to-one advice i.e. the time spent in delivery on-farm, will vary depending upon the (i) size and type of farm, (ii) topic and/or (iii) purpose of the visit. Indicative durations (for pricing scales) are as follows:

- a) 1-2 hours
- b) 3 hours
- c) 6 hours

Time spent pre & post-visit

Most one-to-one on-farm activity will include pre visit preparation and the provision of a report to the farmer and other land manager following the advice. Duration will vary depending upon the sub-theme/topic. Indicative durations are as follows:

- a) 1-2 hours
- b) 4 hours
- c) 8 hours

Requirement

The contractor will provide an adviser who should have in-depth knowledge of the topic area, if required by the DNAB, to deliver on-farm advice to a farmer and/or other land manager and (unless specified otherwise in the mini-tender) produce a farm-specific report. The purpose, type and duration of the activity will be specified at mini-tender stage. Suppliers may need to carry out a mailshot and/or other promotional activity in order to secure bookings.

Time input by the adviser (and cost) may include the following:

- **Cold calling** by telephone of farmers and other land managers, using contact listings provided by the DNAB (which may not always include a phone number). All cold calling must be undertaken by agriculturally competent administrative staff or advisers.
- **Preparation**, including a briefing from the DNAB to confirm visit priorities
- **Pre-visit contact** to (i) discuss the aims and objectives of the advice, (ii) obtain basic information about the farm and (iii) advise the farmer and/or land manager of any information that they need to provide and/or have to hand. The aim of this contact is to maximise the usefulness of the advice visit.
- **Travel to the farm** and any subsistence costs.
- **Completion of the one-to-one advice post visit report** (using the guidance or template provided).
- **Follow-up telephone contact** for 4 weeks post visit to clarify queries.

All one-to-one visits must include the following:

- Introductions, scene setting and scope of the advice (to manage expectations).
- An appropriate tour of the holding focusing on areas most relevant to the purpose of the visit.
- Discussion of findings and opportunities for environmentally sustainable land management.

- Seeking of commitment by the farmer to the next step, and signposting to further advice and information.
- Logging of any requests for further assistance and/or follow-up advice.
- Evaluation of the visit by the farmer and other land manager (using the template provided).

For some larger or multiple holdings, visits may take more than one day to complete. Where this is the case, the number of holdings to which this applies and the maximum amount of time to be taken for each visit will be agreed in advance with the DNAB.

Sometimes more than one individual may be present for one-to-one advice e.g. additional family members, business partner etc.

In view of the business sector, some activity will need to take place during evenings or weekends.

Reports for advice recipients

Unless otherwise stated in the mini-tender, a farm-specific one-to-one report must be produced by the adviser, using the standard template(s)/guidance provided. Any requirements stated in the mini-tender should also be taken into account. The one-to-one report must be submitted to the farmer and/or land manager within 10 working days of the visit.

Follow-up contact

Follow-up telephone contact will be provided by the adviser for 4 weeks following the visit to clarify any issues relating to the advice provided and reaffirm commitment to next steps. Where no subsequent contact has been made by the farmer and/or other land manager, the adviser should make a follow-up telephone call to confirm receipt of the report and answer any queries. After the 4 week period, queries should be directed to the relevant DNAB Team.

Follow-up one-to-one visits and/or telephone contact may be required in a small number of cases, as agreed and confirmed in the mini-tender by the DNAB or by subsequent variation of the mini-contract.

Soil/manure sampling and analysis

Soil/manure sampling and analysis advice activity will include on-farm sampling and subsequent laboratory analysis with, in some cases, preparation of a farm-specific interpretative report, in accordance with the specifications provided in the pricing schedule.

Key Performance Indicators (KPI's)

The Framework provides two KPI's for one-to-one advice captured from the participant feedback form (the target rate for feedback form completion is 75%), these comprise:

Quality of advice

- Over 85% of recipient responses classed the advice as good or better

Impact of advice

- Over 80% of recipient responses stated that they will use the advice provided to change their management practices

Activity 2 – One-to Many Group Advice Events

Group events (including drop-in or pre booked clinics) offer farmers and other land managers and their advisers, the opportunity to obtain advice in a group environment. The events can be a useful mechanism for highlighting the key issues for the sector/local area and can replace the need for an on-farm one-to-one visit. The event type, duration and capacity can be tailored to suit the topic area to be covered.

Activity type

This includes:

(2a) Workshop/Meeting (including pre-booked and drop-in clinics)

(2b) On-Farm Walk

(2c) Combined On-Farm Walk with Workshop/Meeting

(2d) Conference/Seminar

Capacity

Capacity will vary depending on the format and theme. Indicative capacity is as follows:

- a) 10 attendees
- b) 15 attendees
- c) 25 attendees
- d) 50 attendees
- e) 100 attendees (conference/seminar only)

Duration

Duration of group events (i.e. the time spent in delivery) will vary depending upon the format and theme/sub-theme. Indicative durations (excluding travel) are as follows:

- a) 4 hours
- b) 8 hours

For events of 4 hours duration or less, no more than 15 minutes should be allocated for refreshments.

For events of 8 hours duration, no more than 1 hour should be allocated for refreshments and lunch.

Requirement

Includes the organisation and delivery of group (face-to-face) events of appropriate type and mix to suit the target audience/sector, business type and subject area. The aim is to provide advice and information (technical and/or non-technical) to groups of farmers and other land

managers (and/or, for some events, their advisers). Group events can be a useful way of identifying farmers and other land managers who might benefit from a one-to-one visit.

- Events with capacity of 25 or less should be based on 1 adviser (who should have in-depth knowledge of the topic area, if required by the DNAB), and may include a third party speaker.
- Events, with capacity of more than 25 should be based on 2 advisers (one who should have in-depth knowledge of the topic area, if required by the DNAB), and may include a third party speaker.
- Two events could be run back to back on the one day.
- Where events are being held on-farm, a pre-visit and walk around the farm by the adviser(s) who will be delivering the event is required.
- For some events e.g. workshops on industry software such as PLANET, attendees should be asked to bring farm-specific information with them.
- Conferences/seminars: May require speakers who are 'experts' in the relevant topic/theme.

The Defra Network Agencies and Bodies (DNAB) may provide a mailing list of farmers and other land managers to be offered group advice. Suppliers will need to carry out a mailshot and/or other promotional activity in order to secure bookings.

Time input (and cost) includes: liaison, and if necessary meeting, with the relevant DNAB to plan agenda (venue, objectives, format, content), liaison with speakers/facilitators etc., production of advisory aid materials, event management and delivery.

The contractor has full responsibility for event management including: publicity, printing, mailing costs, booking administration (to include attendee reminder text messaging, event overbooking management etc.), venue hire (unless otherwise specified in mini-tenders), equipment (e.g. projector, TV/video, flipcharts), travel and subsistence for the adviser(s), third party speaker costs, provision of refreshments (tea/coffee and biscuits, with a buffet lunch for whole day events), all biosecurity, risk assessment and health and safety issues, general administration, distribution and collection of attendance sheets and feedback forms and post-event reporting.

The contractor has primary responsibility for the publicity of events to ensure that event capacity is met. This should include an invitation flyer mailshot to farmers. A second mailshot and telephone follow up may be required to achieve event capacity. Information about forthcoming events (e.g. event invitations) must be provided to the DNAB no less than 5 weeks prior to the event taking place.

The contractor must arrive at the venue in good time to set up and then manage any necessary storage/despatch of equipment etc. at the end of the event. The time allocated to the event must include addressing ad-hoc queries from participants before and after the event.

If the supplier is delivering a series of events, it may be necessary to adapt the presentation content/style to suit different audiences. Comments made at earlier events and any updates for example, changes as a result of new legislation will need to be taken into account.

Conferences of more than 1 day duration will be classed as non-standard activity. If running residential events e.g. 2 day conference, the adviser(s) will be expected to stay for the duration of the conference.

In view of the business sector, some activity will need to take place during evenings or weekends.

(2e) Optional activity

On occasion, the need for additional activity may be identified beyond what is included in the specification above. Where required, this will be specified in the mini-tender. This could include, for example:

Computers

The provision of appropriate hardware/software and organisation of any networking requirements for events focused on the use of on-line tools e.g. PLANET, on a per computer or shared basis as agreed with the DNAB. As with other equipment, the contractor is responsible for any haulage/carriage of that equipment to and from the event.

Additional adviser

An additional adviser may be required for some events, for example for more formal advice where computers are being used.

Equipment and preparation needed for on-farm demonstrations

Additional farm machinery/equipment which is not already at the host farm may be required. This might include, for example, fertiliser sprayers/spreaders for calibration demonstrations and cultivation equipment for the creation of demonstration plots.

Key Performance Indicators (KPI's)

The Framework provides two KPI's for group event advice captured from the participant feedback form (the target rate for feedback form completion is 75%), these comprise:

Quality of advice

- Over 85% of recipient responses classed the advice as good or better

Impact of advice

- Over 80% of recipient responses stated that they will use the advice provided to change their management practices

Activity 3 – Guest Speaker, Chairing and Facilitation

Requirement

The contractor will provide a speaker/chair/facilitator with appropriate skills/knowledge to provide relevant advice for events such as discussion groups, agricultural shows, demonstrations, workshops, seminars, conferences or walks organised by the DNAB, stakeholders or another contractor. Time at event will vary depending on the activity a guest speaker/chair/facilitator/mentor is being provided for, but the individual should arrive at the venue in good time to set up.

Time input (and cost) by individual includes: preparation (including liaison, and if necessary meeting, with organiser on site) to plan agenda and agree the role, confirm information and equipment requirements e.g. tools for breakout sessions and pre-prepared questions/advance briefs on speakers and format/content of presentations, travel and subsistence, and time at event. It is assumed that the event organiser (who may be outside of this framework) will distribute and collate attendance sheets and any feedback forms if appropriate. If the event organiser does not attend the event, time inputs (and cost) should include distribution and collation of attendance sheets and feedback forms. Post-event reporting will be the responsibility of the speaker/chair/facilitator.

If involved in more than one event, it may be necessary for the speaker/chair/facilitator to adapt the presentation content/style to suit different audiences. Comments made at earlier events and any updates will need to be taken into account.

Activity Evidence

To support the claim for this activity, suppliers must provide the following: (i) brief feedback on the event (by the chair/facilitator) and (ii) the chair/facilitator's input (by the event organiser, based on feedback forms).

Key Performance Indicators (KPIs)

No specific KPI's are stated for this activity, however formal feedback from the event organiser is essential (format to be confirmed in mini-tender specifications) under the activity evidence requirement. This feedback will be assessed under the overall Mini contract management KPI's captured in the mini contract closure QA conducted by the DNAB Lot Managers.

Activity 4 – Other Activities

Other activities will include the following:

- Professional/Specialist Expertise
- Technical Guidance and Advice Materials
- Technical Helpline
- Digital Media

Within each of the above there will be the following roles:

- Project Manager
- Adviser
- Administrative support
- Technical Development (excluding capital costs)

Project Managers must have received formal training in project management skills/techniques and a minimum of 3 years of relevant experience. Advisers must meet the requirements in Appendix A4 of the Framework Management Manual. Administrators must have a minimum of 2 years of experience in general project support, including event management. Technical development personnel must have industry recognised qualifications and relevant experience.

Any additional skills and knowledge requirements will be defined in mini-tenders as and when they are commissioned.

All aspects of *other activities* will be charged at a daily rate, although this rate can be sub divided when activities are claimed to reflect the actual time allocated.

The daily rates should be inclusive of any travel and subsistence costs.

Key Performance Indicators (KPI's)

No specific KPI's are stated for this activity, however formal feedback from the event organiser is essential (format to be confirmed in mini-tender specifications) under the activity evidence requirement. This feedback will be assessed under the overall Mini contract management KPI's captured in the mini contract closure QA conducted by the DNAB Lot Managers.

(4a) Professional/Specialist Expertise

This activity includes professional and/or specialist expertise to assist with the delivery of advice/information on environmentally sustainable land management to farmers and other land managers and their advisers. This could include, for example, the provision of (i) an adviser to backfill to a vacant adviser post (e.g. CSFO) (ii) a project manager and admin support staff to organise and deliver an awareness-raising campaign, (iii) consultant and land agent's fees (iv) ecological evaluations.

(4b) Technical Guidance and Advice Materials

This activity comprises the development, production and distribution of technical guidance and/or advice materials linked to one or more framework theme(s) or sub-theme(s). Activity could encompass:

- Advisory aids, manuals and literature
- Q&As
- Case studies
- Advisory leaflets
- Factsheets
- Newsletters (seasonal tips, topical issues)
- Articles/advertorials (for the farming press and other media)
- Educational DVDs (hedge management, buffer strips etc.)
- Other suitable awareness-raising information/material

Outputs will be in the following formats:

- Hard copy e.g. publications, brochures/booklets, factsheets; and/or
- Electronic/digital media e.g. podcasts, text messaging, down-loadable videos, email, etc.

The primary audience will be farmers/land managers however some guidance/material may need to be developed for other stakeholders, including partner organisations, the commercial advisory sector and agricultural sales representatives.

(4c) Technical Helpline

The establishment and maintenance of a national helpline (telephone/web/email) to provide one-to-one remote technical advice and information on one or more framework theme(s) or sub-theme(s).

The type of helpline that might be commissioned could include a national telephone and email helpline to answer technical queries from farmers and other land managers and their advisers.

The helpline could offer the following services:

- Provide general information about schemes or initiatives and signposting to other sources of information.
- Provide technical advice and information on schemes or initiatives.
- Promote and signpost the availability of the advice available for example, one-to-one visits and group events.

Service levels could relate to:

- response times for (i) queries (ii) resolution of technical problems associated with provision of the helpline service; and
- the quality of information and advice provided, as assessed by helpline users

Suppliers would be required to provide monthly and annual reports on the provision of the service and related activity data and analysis.

(4d) Digital Media

In just over 2 decades the internet has become a huge part of everyday life. More recently, there have been large advances in the portability and range of internet enabled devices which are the new routes into digital channels and provide transactional capability as well as information, advice and learning opportunities.

Digital technology, taken to mean internet enabled devices, such as desktop computers, laptops, tablets, and increasingly mobile phones, is now the norm for many people. It enables people to access a range of services quickly, conveniently, and at times that suit them. Information and advice that can be provided by the digital route can be up to date, high quality, responsive, accessible and interactive. Promotion of electronic information, guidance, and advice via the Government Digital Service (GDS) including Gov.UK will increase alongside the encouragement of wider adoption of additional internet based digital tools such as mobile applications, e-bulletins, social media etc.

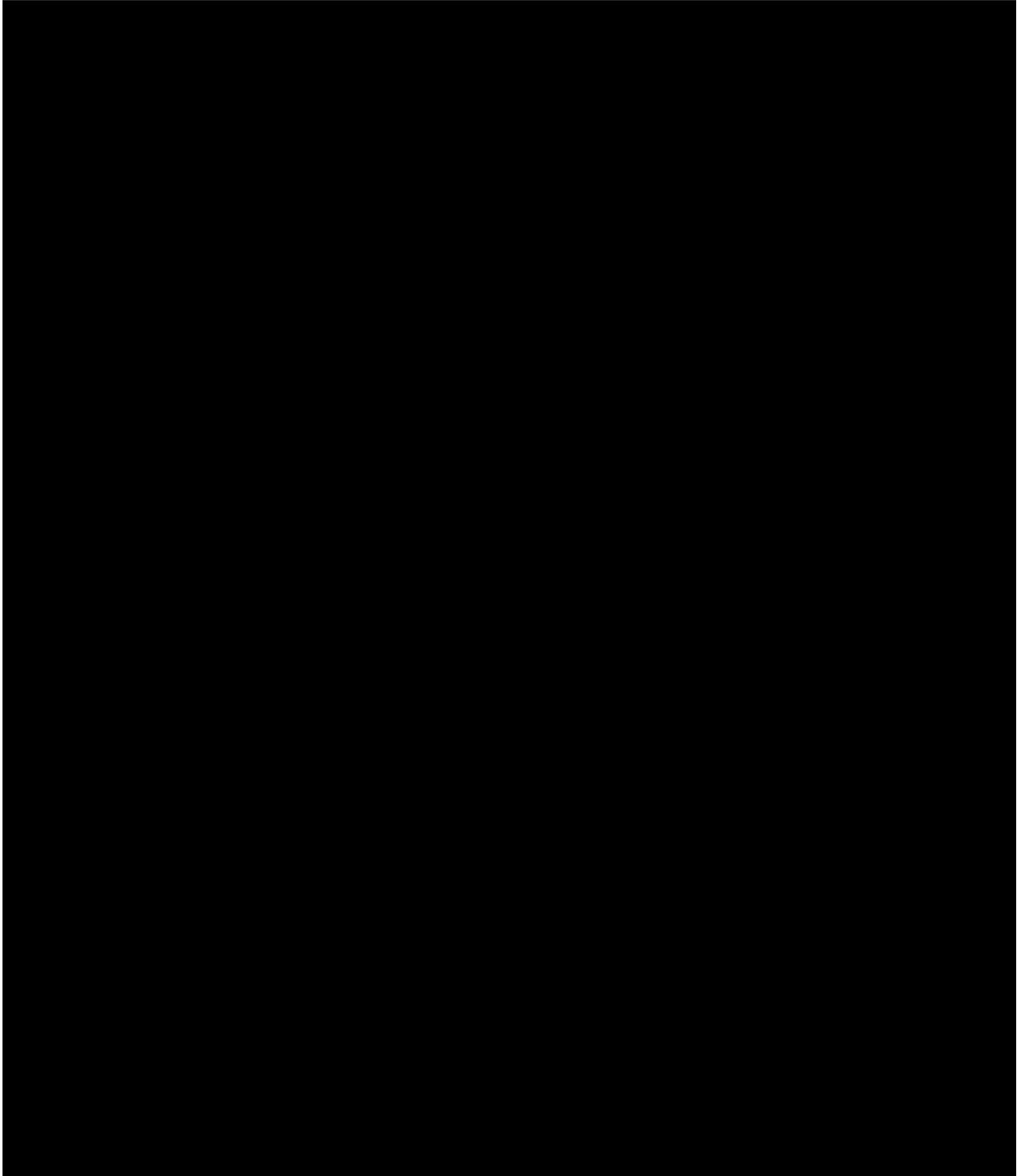
Innovative ideas and proposals about new digital tools that will enable the delivery of advice and guidance, interactively, on a one to one and/or group basis; and awareness raising about various technical topics to land managers and farmers, will be considered and scored accordingly.

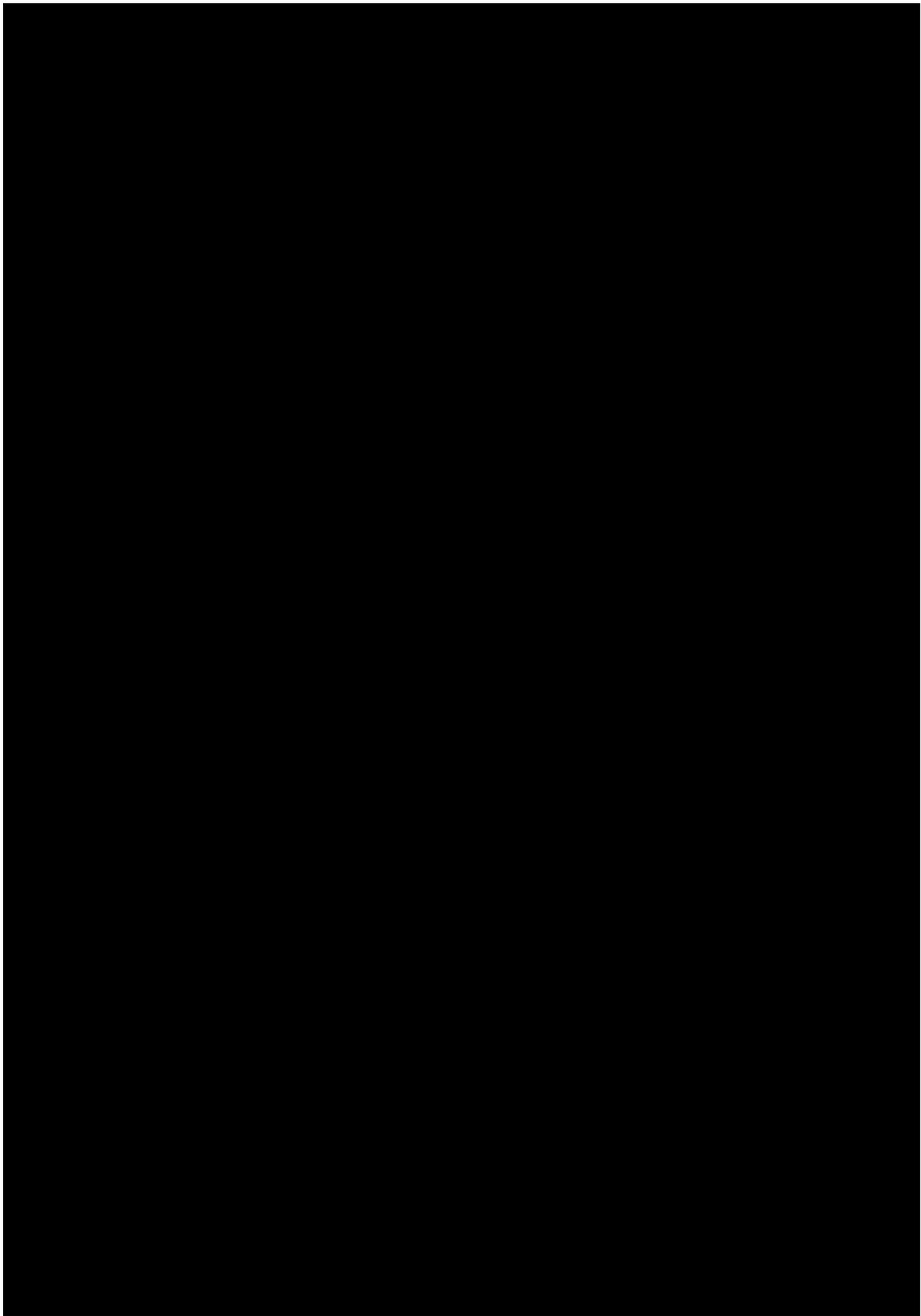
SCHEDULE 3

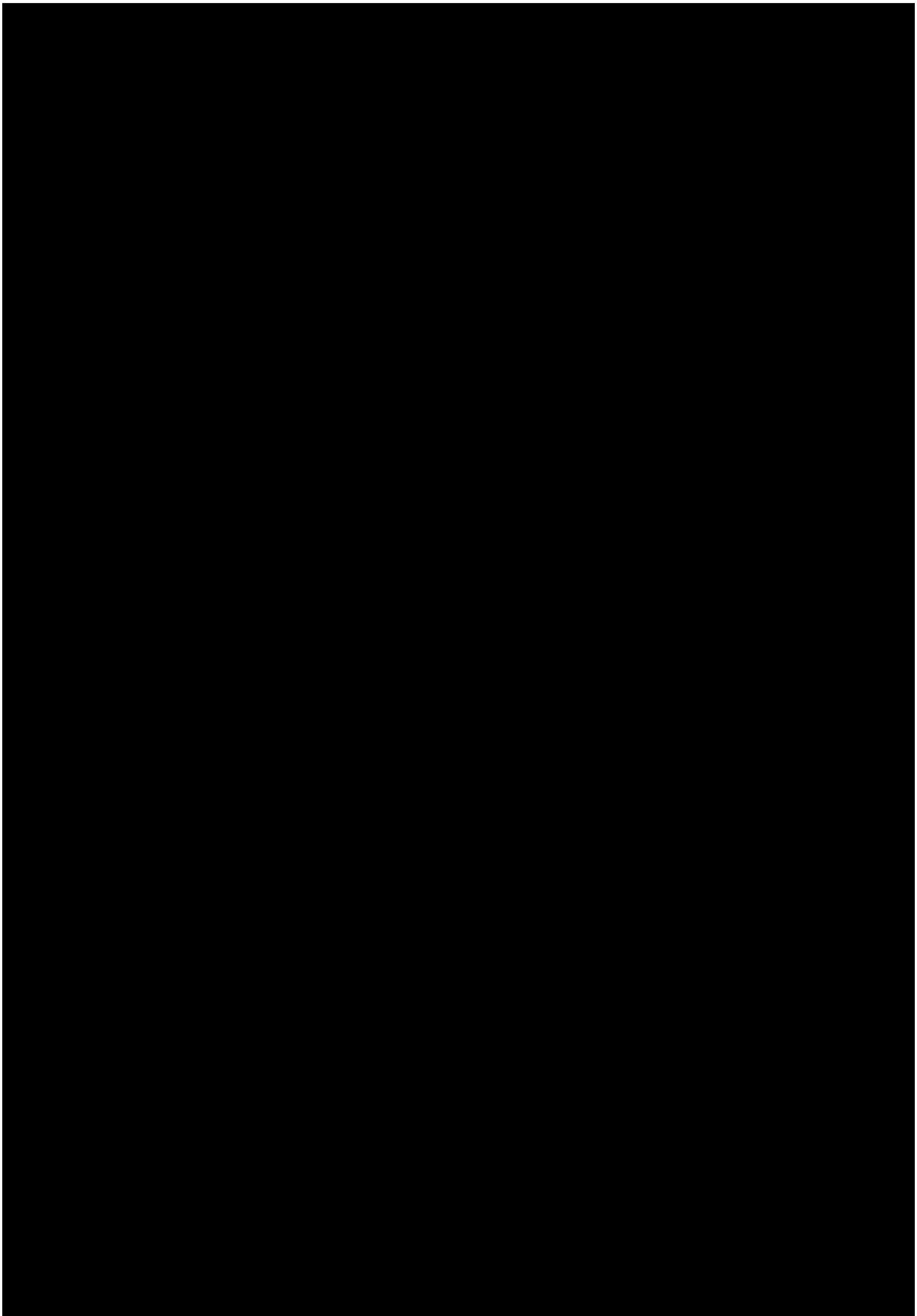
CHARGING AND INVOICING

Part A - Charging

This schedule identifies the maximum unit costs (relating to the various technical skills required under the Framework) that have been agreed with each supplier for Activities 1 to 4 through the Invitation to Tender process.







Indexation

The maximum/unit prices under this Framework will be held for two years from contract award.

Therefore, on the second anniversary of the contract award and then annually thereafter, a price review will be undertaken. Any changes will be held to the Rate of the Consumer Price Index (CPI) as stated in the first quarter of the review year in question. Any changes will be communicated to the Framework suppliers accordingly.

PART B – INVOICING

This part B of the schedule sets out the method by which the Service Provider shall raise claims/invoices to the Authority for payment, together with the requirements which apply to such claims/invoices, and the payment terms thereof.

1. Invoice

The Service Provider shall be entitled to invoice for the Services:

- i. monthly in arrears; or
- ii. fortnightly in arrears (if agreed by the Authority); or
- iii. as set out in the relevant Work Package Order.

Notwithstanding the above the Service Provider shall only invoice for those Services which have been successfully completed and paid for in accordance with this Agreement and the requirements of the Work Package Order.

Service Provider Invoices

The Service Provider shall prepare and provide a claim/invoice to the Authority for approval within **ten (10) Working Days** following month-end (or other agreed period) which shall include, as a minimum, the details set out in this schedule together with such other information as the Authority may reasonably require. If the claim/invoice is not approved by the Authority then the Service Provider shall make such amendments as may be reasonably required by the Authority.

The Service Provider shall be entitled to raise a claim/invoice in respect of any payment which falls payable to the Service Provider pursuant to the Agreement.

The Service Provider shall invoice the Authority in respect of Services in accordance with the timescales specified for issue of invoices for the Charges as detailed above.

The Service Provider shall ensure that each claim/invoice contains the following information:

- The date of the claim/invoice;
- A unique claim/invoice number;
- The service period or other period(s) to which the relevant Charge(s) relate;
- The reference number of the purchase order to which it relates (if any) or if none the Work Package Order reference number;
- The methodology applied to calculate the Charges;
- The total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Authority under the terms of the Agreement and, separately, any VAT or other sales tax payable in respect of the same;
- reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Service Provider for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
- A contact name and telephone number of a responsible person in the Service Provider's finance department in the event of administrative queries;
- Vendor number, where payment will be made by the Rural Payments Agency; and
- The banking details for payment to the Service Provider via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number), where payment will be made by Natural England.

Each claim/invoice shall at all times be accompanied by sufficient information ("Supporting Documentation") to enable the Authority to reasonably assess whether the Charges detailed thereon are properly payable. As a minimum this will include all contract outputs as specified in the Framework Management Manual. For a sample of claims/invoices as specified by

Natural England from time to time, suppliers will submit full supporting documentation including (i) detailed timesheets and (ii) evidence of payments to third parties (which shall be either receipted invoices or bank statements or payment ledger screen prints). Any assessment by the Authority as to whether the Charges detailed on claims/invoices are properly payable shall not be conclusive.

The Service Provider undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate a claim/invoice.

The Service Provider shall submit all claims/invoices and Supporting Documentation in such format as the Authority may specify from time to time to:

Lot x:	
Name	
Contact Telephone Number	
Email Address	
Postal Address	

with a copy (again including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Service Provider from time to time.

The reference to CSF (England Catchment Sensitive Farming Delivery Initiative) relates to the programme under which the Services are being delivered, as specified in the relevant Work Package Order. The Service Provider should therefore identify the appropriate invoicing address taking this into account.

The Authority may require the Service Provider to provide additional supporting evidence with any claim/invoice as may be requested by the Authority or its authorised agents, from time to time.

All Service Provider invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

The Authority shall only regard an invoice as valid if it complies with the provisions of this part B of this schedule. Where any invoice does not conform to the Authority's requirements set out in this schedule, the Authority will return the disputed invoice to the Service Provider. The Service Provider shall promptly issue a replacement invoice which shall comply with the same.

Payment Terms

The Authority or Rural Payments Agency shall make payment to the Service Provider within thirty (30) Working Days of receipt of a valid claim/invoice by the Authority at its nominated address for claims/invoices.

The Service Provider shall pay any undisputed sums due to any Sub-Contractor within a specified period that does not exceed 30 Working Days from the date the Service Provider receives the Sub-Contractor's invoice.

SCHEDULE 4

WORK PACKAGE ORDER PROCEDURE

Part 1

1. FURTHER COMPETITION AWARD CRITERIA

- 1.1 The following criteria shall be applied to the Framework Service Providers' compliant tenders submitted through the Further Competition Procedure. The Authority shall set the percentage weightings in accordance with its requirements prior to commencing the Further Competition Procedure.

Criterion Number	Criterion	Percentage Weightings (or rank order of importance where applicable) - to be set by the Authority conducting the further competition
a	Price	
b	Capacity, knowledge/skills and proposed approach to delivery	

Part 2

2. AWARD PROCEDURE

- 2.1. If the Authority decides to source Services through the Framework then it will award its Services requirements in accordance with the procedure in this Schedule 4 and more specifically in accordance with the Further Competition Procedure.

3. FURTHER COMPETITION PROCEDURE

Authority Obligations

- 3.1. The Authority, when ordering Services under the Framework through a further competition, shall:-
- 3.1.1. develop a Statement of Requirements setting out its requirements for the Services;

- 3.1.2. identify any new contract terms or amendments which will apply to the proposed Work Package Order to reflect its Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations;
- 3.1.3. follow the Regulations when conducting a further competition for its Services Requirements and in particular:-
 - 3.1.3.1. identifying the appropriate Lot in which the Statement of Requirements will apply to and therefore the Framework Service Providers who fall within that relevant Lot and who are capable of supplying the Service Requirements. For the avoidance of doubt if, in the Authority's sole discretion it deems it appropriate, the Authority may identify all of the Framework Service Providers regardless of which Lot they have been allocated to for the purpose of the further competition;
 - 3.1.3.2. by giving written notice by email to the designated contact for each Framework Service Provider identified in 3.1.3.1 who are to be invited;
 - 3.1.3.3. set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders; and
 - 3.1.3.4. keep each tender confidential until the time limit set out in paragraph 3.1.3.3 above has expired.
- 3.1.4. apply the Further Competition Award Criteria, as identified in Part 1 above, to the Framework Service Providers' compliant tenders submitted through the further competition as the basis of its decision to award a Work Package Order for its Services Requirements;
- 3.1.5. on the basis set out above, award its Services Requirements by placing an Order with the successful Framework Service Provider in accordance with paragraph 6 which:-
 - 3.1.5.1. states the Services Requirements;
 - 3.1.5.2. states the statement of work submitted by the successful Framework Service Provider;

3.1.5.3. states the price payable for the Services Requirements in accordance with the tender submitted by the successful Framework Service Provider; and

3.1.5.4. incorporates the terms of this Agreement as amended.

The Service Provider's Obligations

3.2. The Service Provider will establish mechanisms to ensure the consistent monitoring and viewing of invitations to submit tenders published by the Authority.

3.3. The Service Provider will in writing, by the time and date specified by the Authority, provide the Authority with either:-

3.3.1. a statement to the effect that it does not wish to submit a tender in relation to the relevant Services Requirements and provide the reason for the decision to decline the invitation; or

3.3.2. the statement of work and full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Service Provider submits a statement of work, it should include, as a minimum:-

3.3.2.1. an email response subject line to comprise a unique reference number and the Service Provider's name, so as to clearly identify the Service Provider;

3.3.2.2. a brief summary, in the email, stating whether or not the Service Provider is submitting a tender for the Statement of Requirements;

3.3.2.3. a statement of work covering the Services Requirements;

3.3.2.4. names (and, if for Activities 4 to 7, CVs) of Key Personnel who will deliver the Services; and

3.3.2.5. a charging proposal which for the avoidance of doubt should not exceed the Charges for the services identified in Schedule 3.

3.3.3. The Service Provider agrees that all tenders submitted by the Service Provider in relation to a further competition held pursuant to this paragraph 3 shall remain open for acceptance for thirty (30) Working Days (or such other period specified in the invitation to tender issued by the relevant Contracting Body in accordance with the Ordering Procedures).

4. NO AWARD

4.1. Notwithstanding the fact that the Authority has followed a procedure as set out above in paragraph 2 or 3, the Authority shall be entitled at all times to decline to make an award for its Services Requirements. Nothing in this Agreement shall oblige any Authority to place any Order for the Services.

5. RESPONSIBILITY FOR AWARDS

5.1. For the purpose of this Schedule 4, the term Authority shall be deemed to include Contracting Bodies.

5.2. The Service Provider acknowledges that each Contracting Body is independently responsible for the conduct of its award of Work Package Orders under the Framework and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:-

5.2.1. the conduct of Other Contracting Bodies in relation to the Framework; or

5.2.2. the performance or non-performance of any Work Package Order between the Service Provider and Other Contracting Bodies entered into pursuant to the Framework.

6. FORM OF ORDER

6.1. Subject to paragraphs 1 to 5 above, the Authority may place an Order with the Service Provider by serving an Order in writing in substantially the form set out in Part 2 of Schedule 4 (Work Package Order Procedure) or such similar or analogous form agreed with the Service Provider including systems of ordering involving facsimile, electronic mail or other on-line solutions.

6.2. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order) which is not in the form prescribed by this paragraph 6 shall not constitute an Order under this Agreement.

7. ACCEPTING AND DECLINING ORDERS

7.1. Following receipt of an Order, the Service Provider shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by the Authority and notified to the Service Provider in writing at the same time as the submission of the

Order (which in any event shall not exceed three (3) Working Days) acknowledge receipt of the Order and either:-

7.1.1. notify the Authority it declines to accept the Order; or

7.1.2. notify the Authority that it accepts the Order by signing and returning two copies of the Order.

7.2. If the Service Provider:-

7.2.1. notifies the Authority that it declines to accept an Order; or

7.2.2. the time-limit referred to in paragraph 7.1 has expired;

then the offer from the Authority to the Service Provider shall lapse and the Authority may offer that Order to the Framework Service Provider that submitted the next most economically advantageous tender in accordance with the Further Competition Award Criteria.

PART 2 – WORK PACKAGE ORDER TEMPLATE

COMMERCIAL IN CONFIDENCE

Service Provider ADDRESS

XXXXXX
XXXXXX
XXXXXX
XXXXXX

Date:XXXX

MINI TENDER ACCEPTANCE / CONTRACT SCHEDULE

Mini-Contract (Project) Title:	Farm Advice Framework
Mini-Contract (Project) Number:	*****

IT IS AGREED as follows:

With immediate effect, the delivery of Farm advice in the ***** region will commence. Activities and payment details are summarised below.

Table 1

Activity Type	Delivery Deadline	No. of Units	Unit Cost (£s exc VAT)	Total Cost (£s exc VAT)
Grand Total				

The Service Provider shall deliver the Services in accordance with the details specified in the following documents:

1. the specification dated [****] issued by Natural England.
2. the full tender submission of the Service Provider submitted to Natural England on [****].
3. the delivery milestones as set out in Annex A to this Work Order.

If there is any conflict between the documents referred to above or the terms of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

1. this Work Order including Annex A.
2. the specification dated [****] issued by Natural England as referred to above
3. the Framework Agreement.
4. the full tender submission of the Service Provider as referred to above.

All other terms and conditions are as per the main framework contract.

ON BEHALF OF NATURAL ENGLAND

ON BEHALF OF *INSERT SERVICE PROVIDER NAME

By (capitals):
Signature:

By (capitals):
Signature:

Title:

Title:

Date:

Date:

SCHEDULE 5

KEY PERSONNEL



SCHEDULE 6

SERVICE LEVELS

Principles and approach

Principles

- The Mutual Performance Review is a key tool for assessing (i) Supplier performance and (ii) the quality of relationships between the Authority, DNAB and their Suppliers. Outputs will be used to improve the performance of both Suppliers under the framework and the DNAB who access the Framework.
- It is a system aimed at creating positive communication and is intended to be a two way process, with Suppliers also having the opportunity to provide feedback on the Authority and the DNAB. It should build an environment and working relationship where Suppliers can openly discuss their experience of delivering for the Authority and DNAB in a spirit of collaborative working and continuous improvement.
- Day to day performance management will initially be managed by the escalation procedures contained within the Framework Management Manual

Approach

- The review is compiled for each Supplier twice yearly at Lot level, although frequency may move to quarterly if required. Meetings will usually take place face-to-face.
- There are 8 standards in total - 4 performance standards (which apply to the Suppliers) and 4 relationship standards (which apply to Suppliers, the Authority and DNAB).
- The Compliance Manager will provide support to the Supplier Lot Manager and FMA Lot Manager to ensure consistency in the process and grades between Lots and Suppliers.
- Both parties to prepare draft grades and comments prior to the MPR meeting.
- These draft comments are discussed by the FMA and Supplier Lot Manager at the Mutual Performance Review meeting, and recorded in consultation.
- Section 1 of the report: the FMA Lot Manager records Lot name, Supplier, period covered, date and time of meeting, participants and contracts covered.
- Section 2 of the report: the FMA Lot manager records an assessment of Supplier Performance with comments applicable to the reporting period.
- Section 3 of the report: the FMA and Supplier Lot Managers record a mutual assessment (giving grades with comments) of their relationship against a series of measures. Grades are then discussed and agreed for both parties.
- All standards are graded A (Very good) B (Good) or C (Action required) as shown below.
- The performance review report and resulting improvement plan are forwarded to and used by the DNAB and Supplier Lot managers to monitor and improve delivery.
- They are also forwarded to the Framework Manager and the Supplier's equivalent to be discussed at the Supplier contract review meeting.
- The Framework Manager will share the review results with the wider FAF Steering Group and the Procurement Manager.
- **The objective, having discussed the comments, is to agree grades and identify any action required. A description of agreed action required is the improvement plan. If grades cannot be agreed, areas of non-agreement are escalated to the Framework Manager and the Supplier's equivalent.**

Supplier performance standards

Standards are:

1. Meeting of delivery milestones.
2. Quality of advice delivery – customer
3. Quality of advice delivery - DNAB
4. RDPE compliance.

1. Meeting of delivery milestones

Based on monthly progress reports and feedback from DNAB Lot Managers

A	B	C
Very good	Good	Action required

2. Quality of advice from customer perspective

Based on customer feedback forms

A	B	C
Very good	Good	Action required

3. Quality of advice from DNAB perspective

Based on DNAB quality assessment activity

A	B	C
Very good	Good	Action required

4. RDPE compliance

Based on claims checking and RPA inspections

A	B	C
Very good	Good	Action required

Supplier and DNAB relationship standards

Standards are:

1. Project management
2. Communication and responsiveness
3. Skills and expertise of advisers
4. Organisational sensitivity

1. Project management– the effective demonstration and use of project management tools by Lot Manager & associated FAF team(s).

Grade	Assessment of the Supplier	Assessment of the DNAB
A	<ul style="list-style-type: none"> • Demonstrates a high level of consistent and effective project management. • Provides evidence of very good planning, anticipation and appropriate problem solving. • Delivers the framework in a true partnership fashion that is based on enthusiasm and a shared vision of the outcomes sought. 	<ul style="list-style-type: none"> • Demonstrates a high level of consistent and effective project management. • Provides evidence of very good planning, anticipation and appropriate problem solving. • Provides a high degree of support for Suppliers and ensures a consistent approach to contract management.
B	<ul style="list-style-type: none"> • Consistent and effective project management. • Demonstrates good forward planning. • Takes initiative to solve problems without the need for escalation of issues. • Keen advocate for the framework and associated delivery programmes and ensures that partners and/or sub-contractors deliver mini-contracts effectively. • Provides ideas for possible improvements. 	<ul style="list-style-type: none"> • Consistent and effective project management. • Demonstrates sound understanding of RDPE rules and procedures to assist Suppliers. • Ensures consistency of approach. • Takes initiative to tackle and solve problems as they arise. • Ensures that ideas to seek improvements are considered and implemented where appropriate.
C	<ul style="list-style-type: none"> • Poor/ineffective project management. • Lack of commitment/urgency to solve problems and issues as they arise. • Lack of planning. • Poor or inconsistent leadership. 	<ul style="list-style-type: none"> • Poor/ineffective project management. • Provides ambiguous and unclear contract instructions leading to confusion. • Lack of commitment/urgency to solve problems and issues as they arise. • Poor or inconsistent leadership.

2. Communication and responsiveness – the ability to respond in a timely manner using appropriate communication channels.

Grade	Assessment of the Supplier	Assessment of the DNAB
A	<ul style="list-style-type: none"> • Relevant, timely and accurate responses to all communications. • Takes ownership even when communication channels are incorrect. Promises are always kept. • Official channels appropriately and consistently used at all organisational levels to communicate and confirm what has been discussed and agreed. • Communications are clear, unambiguous, concise and include 'no surprises'. Regular proactive review of communication channels to ensure they remain relevant and of value. • Takes the initiative and shows a fully developed communications network, sharing and utilising group knowledge and experience. 	<ul style="list-style-type: none"> • Relevant timely and accurate responses to all communications • Takes ownership even when communication channels are incorrect. Promises are always kept. • Often exceeds expectations in providing agreed inputs to Suppliers, with proactive approach taken. • Official channels appropriately and consistently used at all organisational levels to communicate and confirm what has been discussed and agreed. • Communications are clear, unambiguous, concise and include 'no surprises'. Regular proactive reviews of channels of communication ensure they remain relevant and of value.
B	<ul style="list-style-type: none"> • Response to communications is good. Ownership is standard. Chasing responses is an exception. • Documented and agreed official channels exist, are commonly understood and are used appropriately for relevant communications. • Regular constructive communication occurring without the need for escalation. • The quality of communication frequently leads to positive change and benefits for both parties. 	<ul style="list-style-type: none"> • Response to communications is good. Ownership is standard. Chasing responses is an exception. • Timely submission of agreed inputs to Suppliers. • Documented and agreed official channels exist, are commonly understood and are used appropriately for relevant communications. • Regular constructive communication occurring without the need for escalation. • Sometimes exceeds expectations in providing agreed inputs to Suppliers. • The quality of communication frequently leads to positive change and benefits for both parties.
C	<ul style="list-style-type: none"> • Communication between DNAB, partners/sub-contractors is ineffective. • Some delays in response to communications. Chasing sometimes required. • Lack of ownership in responses. • Agreed deadlines to provide 	<ul style="list-style-type: none"> • Communication between DNAB and Supplier is ineffective. • Some delays in response to communications. Chasing sometimes required. • Agreed deadlines to provide information to Suppliers not met. • Lack of ownership in responses.

	<p>information to DNAB not met.</p> <ul style="list-style-type: none"> • Messages received are not always clear. • Senior level communication only occurs when a problem exists. 	<ul style="list-style-type: none"> • Messages received are not always clear which can result in Suppliers being unable to forward plan. • Senior level communication occurs only when a problem exists.
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3. Skills and expertise – the availability and effectiveness of appropriately skilled and experienced advisers and DNAB Lot Managers/Project staff.

Grade	Assessment of the Supplier	Assessment of the DNAB
A	<ul style="list-style-type: none"> • Advisers at all levels proactively seek to broaden their skills and expertise. • Effective management has ensured that the right adviser has been utilised for the right role and flexibility has been shown. • Advisers are willing to offer other skills outside their specific role and responsibility to add value. • Feedback from QAs welcomed and every effort taken to improve quality of delivery. 	<ul style="list-style-type: none"> • DNAB staff have excellent skills and expertise and are able to answer complex questions. • Proactively seek to broaden skills and expertise. • Comprehensive and complete data provided to secure correct outcomes.
B	<ul style="list-style-type: none"> • Advisers have the appropriate skills and expertise. • Specified advisers are available when required during mini-contract delivery. • Good use and deployment of advisers to secure required outcomes. • Advice is accurate, appropriately pitched and encourages recipients to apply newly acquired skills and/or implement recommendations. • Feedback from QAs taken on board and improvements made. • Advisers provide sound information to advice recipients with a degree of in depth knowledge to engage the audience and secure desired outcomes. 	<ul style="list-style-type: none"> • DNAB staff have the appropriate skills and expertise. • Skilled staff are available when required to answer technical and other queries. • Adequate information provided to Suppliers with a degree of depth to secure sound outcomes. • DNAB staff ensure activity under the framework complements in-house delivery and that of partners/other organisations. • Good information provided to Suppliers with a degree of depth to secure sound outcomes.

C	<ul style="list-style-type: none"> • Advisers do not have the relevant skills, depth of knowledge or expertise to fulfil contract requirements. • Minimal effort to improve skills and expertise. • QA feedback not taken on board. • Advisers sometimes difficult to contact. • Unjustified requests made to substitute agreed advisers during mini-contract delivery. • Inaccuracies in the advice/training provided to recipients. • Incorrect data given to the DNAB 	<ul style="list-style-type: none"> • Significant lack of skills in DNAB to ensure effective procurement and/or contract management. • Often provides incorrect information leading to abortive activities. • Some DNAB staff lack the appropriate skills or knowledge needed to secure desired outcomes from mini-contracts. • DNAB staff are sometimes difficult to contact.
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4. Organisational sensitivity – an acknowledgement and empathy of the nature of each other’s business, working in a way to enable/ensure alignment with them.

Grade	Assessment of the Supplier	Assessment of the DNAB
A	<ul style="list-style-type: none"> • Seen as a supporter for DNAB values and ethos. 	<ul style="list-style-type: none"> • DNAB is fully tuned to the marketplace and commercial realities of contract delivery. • Spends time with industry partners to gain an understanding of where DNAB can add value.
B	<ul style="list-style-type: none"> • Awareness of DNAB ethos, taking it into account and promoting it when delivering under the Framework and ensuring that it is not undermined. • In the event of any negative responses, actions are actively managed in consultation with DNAB. 	<ul style="list-style-type: none"> • Good awareness of Supplier’s business and takes time to understand the marketplace in which the Supplier works.
C	<ul style="list-style-type: none"> • Limited appreciation of DNAB strategic/ tactical direction and the standard of delivery expected. • Limited appreciation of DNAB ethos (e.g. brand and reputation). • The Supplier puts their commercial interests first. 	<ul style="list-style-type: none"> • Shows limited understanding of commercial business and lacks appreciation of business pressures.

SCHEDULE 7

VARIATION PROCEDURE

PART 1: FRAMEWORK AGREEMENT VARIATION PROCEDURE

1. INTRODUCTION

1.1 Schedule 7 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Agreement.

1.2 The Authority may propose a variation to the Agreement under Schedule 7 only where the variation does not amount to a material change in the Agreement or the Services.

2 PROCEDURE FOR PROPOSING A VARIATION

2.1 The Authority may propose a variation using the procedure contained in this paragraph 2.

2.2 In order to propose a variation, the Authority shall serve each Framework Service Provider with written notice of the proposal to vary its framework Agreement ("Notice of Variation").

2.3 The Notice of Variation shall:-

2.3.1.1 contain details of the proposed variation providing sufficient information to allow each Framework Service Provider to assess the impact of the variation; and

2.3.1.2 shall clearly show the changes that need to be made to the contractual text to bring into effect the variation.

2.4 Upon receipt of the Notice of Variation, each Framework Service Provider has twenty (20) Working Days to respond in writing with any objections to the variation.

2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Service Provider with two copies of a written agreement, signed by a representative of the procurement team of the Authority, detailing the variation to be signed and returned by each Framework Service Provider within five (5) Working Days of receipt.

2.6 Each Framework Service Provider will sign both copies and return one copy to the Authority within the timescale.

2.7 Upon receipt of a signed agreement from each Framework Service Provider, the Authority shall notify all Framework Service Providers in writing of the commencement date of the variation.

3 OBJECTIONS TO A VARIATION

3.1 In the event that the Authority receives one or more written objections to a variation, the Authority may:-

- 3.1 withdraw the proposed variation; or
- 3.1 enter into negotiations, in good faith, with Framework Service Providers for a further period to be agreed between the parties, in order to reach agreement.
- 3.1 If, by the date thirty (30) Working Days after notification was given under Clause 44.2.1, no agreement is reached in relation to any variation requested, the Authority may, by giving written notice to the Service Provider, either:
 - 3.1.3.1 agree that the Parties shall continue to perform their obligations under this Agreement without the Variation; or
 - 3.1.3.2 specify a reasonable further period in which to reach agreement.
- 3.1 If, at the end of this further period, agreement has not been reached or, if at any time the Authority believes agreement to the variation is being withheld unreasonably, the Authority may, by giving written notice to the Service Provider, suspend the Service Provider's appointment to provide the Services to Contracting Bodies in accordance with Clause 33.1.4

4 VARIATIONS WHICH ARE NOT PERMITTED

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation which may prevent the Service Provider from performing its obligations under the Agreement; or is in contravention of any Law.

PART 2: VARIATIONS TO WORK PACKAGE ORDERS

The variation process to be followed in respect of Work Package Orders is set out in the Framework Management Manual and may be subject to change from time to time.

SCHEDULE 8

REPORTING

1. **Contracting body reporting requirements (work package orders) reports**
 - 1.1 A key requirement of the framework contracts is the collection of relevant monitoring and evaluation information required by the Authority.
2. **Progress updates**
 - 2.1 The Service Provider shall update the Authority Lot Manager as agreed at the inception meeting. The purpose of the progress updates is to enable the Authority and Service Provider Lot Managers to monitor progress, so that issues can be addressed as they arise.
3. **Contract reporting and invoicing**
 - 3.1 The date by which delivery should be completed is specified in the mini-contract.
 - 3.2 Within five (5) Working Days of the final delivery date, the Service Provider Lot Manager must contact the Authority Lot Manager by telephone for the end of mini-contract wrap-up discussion.
 - 3.3 The purpose of the discussion is to re-confirm the reporting requirements, the number and value of the Services to be invoiced for, the purchase order number (if relevant), and any other queries relating to contract closure and payment.
 - 3.4 Following the wrap-up discussion and within twenty (20) Working Days of the end of delivery date, the final invoice must be submitted to the relevant Authority Lot Manager in the agreed format.

Further details of reporting requirements are also contained within the Framework Management Manual.

SCHEDULE 9

SUB-SERVICE PROVIDERS

1. INTRODUCTION

1.1 The Framework Management Manual contains details how the Service Provider will appoint and utilise sub-contractors in the provision of Services pursuant to individual Work Package Orders.

1.3 Any self-employed individuals put forward by the Service Provider to be a Sub-Contractor will be considered by Natural England directly as an End Adviser and therefore if approved shall be authorised to deliver the Services directly as an End Adviser.

2. NOTIFICATION

2.1 The Service Provider shall notify the Authority in writing, which for the purposes of this notification may be via email before such additional Sub-Contractor undertakes any obligation pursuant to a Work Package Order.

SCHEDULE 11

RELATIONSHIP CHARTER

The Service Provider, the Authority and other Sub-Contractors contracted under this framework Agreement will work together efficiently and effectively to provide a wide range of high quality, value for money farm advice, training and information services in England.

Relationship Management

All parties to this contract and the framework Agreement are required to commit to a relationship of openness, honesty and mutual trust, whilst working towards shared objectives.

In addition, the relationship will be one of commitment to:

- proactive and continuous improvement and information-sharing
- excellence and professionalism, aspiring to deliver “best in class” performance
- equitable risk and reward sharing
- partnership working.

The Parties shall:

- Make a sincere effort to understand the other Party’s obligations, goals, expectations, duties and objectives in entering and performing their obligations.
- Work at all times within a spirit of co-operation to ensure the delivery of the Services to the standard stipulated in this Agreement.
- Resolve differences that may arise in relation to this Agreement by discussion and negotiation, wherever possible.
- Communicate clearly and effectively, and in a timely manner, on all matters relating to this Agreement.
- Give an early warning to the other party of any mistake, discrepancy or omission of which either party becomes aware within this Agreement, and offer fair and reasonable solutions, where practicable.

- Give an early warning to the other party of any matter that they become aware of that could affect the achievement of any objective, obligation, or the like contained in this Agreement.

Furthermore the Service Provider shall:

- act with the utmost good faith towards the Authority and will at all times co-operate with the Authority;
- comply with all the Authority's reasonable requirements in relation to the Services from time to time;
- endeavour to promote the Authority's practice; and
- not do anything which will put the Authority in breach of any of its obligations in relation to the Rural Development Programme for England.

For the avoidance of doubt this relationship charter shall not be legally binding.

SCHEDULE 12

SERVICE PROVIDER'S TENDER RESPONSE

1. **INTRODUCTION**

This schedule contains the Service Provider's tender response to the ITT.



SCHEDULE 13

COMMERCIALLY SENSITIVE INFORMATION

In this schedule the parties have sought to identify the Authority's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.