



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Impacts Framework and Compliance Monitoring for Defra Regulation & Enforcement (R&E), Future Farming and Countryside Programme (FFCP)

May 2021

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Department
for Environment
Food & Rural Affairs

RSK ADAS Limited
Spring Lodge
172 Chester Road
Helsby, Cheshire
WA6 0AR

Attn: [REDACTED]
By email to: [REDACTED]
Cc to: [REDACTED] ; [REDACTED]

Date: 04-August-2021
Our ref: ecm_62014

Dear [REDACTED]

Following your tender/ proposal for the supply of "Impacts Framework and Compliance Monitoring for Defra Regulation & Enforcement (R&E), Future Farming and Countryside Programme (FFCP)" to Defra, we are pleased confirm our intention to award this contract to you.

The attached contract details ("Order Form"), contract conditions and the Annexes set out the terms of the contract between Defra and RSK ADAS for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables.

Please confirm your acceptance of the Conditions by accepting the contract sent via Defra's 'Bravo' e-sourcing platform within 7 calendar days which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that a signed copy of the Order Form will be made available to you in Bravo for your records.

Yours faithfully,

[REDACTED] | Senior Category Officer |
Defra Environmental Goods and Services Commercial Team |
Mobile: [REDACTED] | Email: [REDACTED] |
DEF 2 Marsham St, London SW1P 4DF |

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's 'BRAVO' e-Sourcing System.



Order Form

1. Contract Reference	ecm_62014: Impacts Framework and Compliance Monitoring for Defra Regulation & Enforcement (R&E), Future Farming and Countryside Programme (FFCP)
2. Date	04-Aug-2021
3. Authority	Department for Environment, Food & Rural Affairs Nobel House, 17 Smith Square London SW1P 3JR
4. Supplier	RSK ADAS Limited Spring Lodge 172 Chester Road Helsby, Cheshire WA6 0AR
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority. 2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority. 3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p><u>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</u></p>
6. Deliverables	Services are to be performed at the Supplier's location and delivered via digital means of communication (i.e. email, Bravo, video conferencing, etc.)
7. Specification	The specification of the Deliverables is as set out in Annex 2 .

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8. Term	<p>Start Date: The Term shall commence: 16-August-2021.</p> <p>Expiry Date: The term shall expire: 22-Mar-2022</p> <p>Extensions: In accordance with the terms and conditions of this Contract, the Authority may extend the Contract for a period of no longer than 6 months by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	<p>The Charges for the Deliverables shall be as set out in Annex 3.</p>
10. Payment	<p>The Supplier shall submit all invoices electronically via e-mail, quoting the unique Accounts Payable invoicing reference number ("PO Number") to:</p> <p>APinvoices-DEF-U@gov.sscl.com</p> <p>The Authority's preference is to submit invoices electronically however if necessary, you may post to:</p> <p>Shared Services Connected Ltd DEF Procure to Pay PO Box 790 Newport Gwent NP10 8FZ</p> <p>Within 30 Working Days of receipt of your signed copy of this Order Form, we will send you a unique Accounts Payable invoicing reference number ("PO Number"). You must be in receipt of the valid "PO Number" before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Contract Manager.</p>
11. Authority Authorised Representative(s)	<p>For general liaison your primary contact will be:</p> <p>██████████ Regulation and Enforcement Defra, Food Farming and Countryside Programme (FFCP) Mobile: ██████████ Email: ██████████ or, ██████████</p> <p>██████████ Regulation and Enforcement – Strategy and Evaluation Defra, Food Farming and Countryside Programme (FFCP) Mobile: ██████████ or Direct line: ██████████ Email: ██████████</p>

12. Address for notices	<p>Authority:</p> <p>The Department for Environment, Food and Rural Affairs (Defra)</p> <p>Nobel House, 17 Smith Square, London, SW1P 3JR</p> <p>Attention: FFCP Commercial Team Email: FFCPCCommercial@defra.gov.uk</p> <p>Supplier:</p> <p>RSK ADAS Limited</p> <p>Spring Lodge 172 Chester Road Helsby, Cheshire WA6 0AR</p> <p>Attention: [REDACTED] Email: [REDACTED] Tel [REDACTED]</p>
13. Key Personnel	<p>Authority:</p> <p>Department for Environment, Food and Rural Affairs (Defra)</p> <p>Attention: [REDACTED] Email: [REDACTED] Telephone: T: [REDACTED] / Mobile: [REDACTED]</p> <p>Supplier:</p> <p>RSK ADAS Limited</p> <p>Attention: [REDACTED] Email: [REDACTED] Telephone: [REDACTED]</p>
14. Procedures and Policies	<p>For the purposes of the Contract and the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
15. Limitation of Liabilities	<p>Limitation of Liabilities shall be as set out in Clause 12.1. of this contract</p>

16. Insurance	<p>The Supplier shall hold the following insurance cover from the commencement date and for the duration of the Contract and continuing 1 year after the Expiry Date in accordance with this Order Form.</p> <ul style="list-style-type: none">• Professional Indemnity insurance with cover for a single event or multiple events with an aggregate of not less than £1 million pounds sterling.• Public Liability insurance with cover for a single event or multiple events with an aggregate of not less than £5 million pounds sterling.• Employers Liability insurance with for a single event or multiple events with an aggregate of not less than £5 million pounds sterling.• Product Liability insurance with cover for any or occurrence with an aggregate of not less than £5 million pounds sterling.
<p><i>Execution of Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000.</i></p> <p><i>The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's 'BRAVO' e-Sourcing System.</i></p>	
On behalf of the Supplier	On behalf of the Authority
	
Dated 04-August-2021	Dated 04-August-2021

Annex 1 – Authorised Processing Template (Data Protection)

Description of Authorised Processing	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 15. Data Protection of this contract.</p> <p><u>Data Protection Officer Contact for The Authority:</u> [REDACTED] [REDACTED] (data.protection@defra.gov.uk; DefraGroupDataProtectionOfficer@defra.gov.uk; [REDACTED])</p> <p><u>Data Protection Officer Contact for the Supplier:</u> [REDACTED]</p>
Subject matter of the processing	The Services provided by the Contractor under this Agreement require the Contractor to engage with a range of personnel across the Customer organisation and its Arms Length Bodies in order to access information from ongoing studies and research exercises relevant to the completion of the Services.
Duration of the processing	Approved as the period from the commencement date of the Agreement to the expiry or termination (all or part, as applicable) of the Agreement.
Nature and purposes of the processing	<p>The nature of processing shall include but not be limited to the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purposes shall be support and management of:</p> <ul style="list-style-type: none"> • the Customer's staff and Departmental administration; • Data Subject Requests and complaints; • the Customer's accounts and records; and • Other purposes as required from time to time and falling under the Customer's Vote Ambit.
Type of Personal Data	<p>Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media that may contain but not be limited to:</p> <ul style="list-style-type: none"> • Personal contact details • Family, lifestyle and social circumstances • Employment and education details • Racial or ethnic origin
Categories of Data Subject	<ul style="list-style-type: none"> • Advisers, Consultants and other professional Experts • Customer Staff • Civil Servants • Contacts at other organisations
Plan for return and destruction of the data once processing is complete UNLESS requirement under union or member state law to preserve that type of data	Customer Data shall be reviewed by the Supplier within five working days of termination of the Agreement, in order that the Customer has the opportunity to retrieve any data prior to its destruction, with the requirement that all Customer data is returned or destroyed, as applicable, within 10 working days of termination of the agreement.

Annex 2 – Specification

Statement of Requirements

Title:

**Impacts Assessment and Compliance Monitoring for Defra
Regulation & Enforcement (R&E), Future Farming and
Countryside Programme (FFCP)**

Defra Reference

project_32798

1. PURPOSE

- 1.1 Defra's Regulation and Enforcement (R&E) is a sub-programme in the Future Farming and Countryside Programme that requires a framework of research and evidence to support the Authority improve its approach to the regulation of English farming and land management in the later stages of the Agricultural Transition Period. The Authority requires an analysis of where current regulation is insufficient, may not be achieving desired outcomes, or is currently working successfully, by drawing together available evidence on present impacts of agricultural and other rural land management activity on the environment, biodiversity, animal and welfare and plant health. The Supplier shall provide recommendations to the Authority to support development of future policies and propose a methodology for measuring farmer and land manager compliance with regulations to allow for the evaluation of policy impact and, over time, will support the Authority improve approaches to regulation.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority is responsible for delivering policies that will improve the approach to regulating farmers and land managers following the UK's exit from the EU. The Authority's objective is to improve the regulatory system to ensure English farmers and land managers meet their obligations regarding environmental, biodiversity, animal health and welfare, and plant health protections and therefore contribute to the Government's objectives as laid out in the 25 Year Environment Plan and Net Zero targets, as well as improve the agricultural sector's resilience. The Authority is also tasked with addressing concerns with existing regulatory delivery and, enabling targeted, effective, and efficient approaches.

2.2 The government's 25 Year Environment Plan goals are:

- Clean air
- Clean and plentiful water
- Thriving plants and wildlife
- Reducing risk from natural hazards
- Using resources from nature more sustainable and efficiently
- Enhancing beauty, heritage and engagement with the environment
- Mitigating and adapting to climate change
- Minimising waste
- Managing exposure to chemicals
- Enhancing biosecurity

2.3 Key reference documents:

- 25 Year environment plan, 2018.
[link](#)
- Farming for the future: Policy and progress update, Feb 2020.
[link](#)
- Agricultural transition plan: 2021-2024, Nov 2020
[link](#)

3. Definitions

Expressions / Acronyms	Definition
25YEP	25 Year Environment Plan
AHW	Animal Health and Welfare
APHA	Animal and Plant Health Agency
Agricultural Transition Period (ATP)	From 2021 to 2027. The period whereby Defra will implement a new agriculture policy in England.
Authority	The Regulation and Enforcement (R&E) sub-programme of Defra's Future Farming and Countryside Programme
CAP	Common Agricultural Policy
Cross Compliance	Rules conditioned to recipient of CAP Basic Payment Scheme and Agri-environment Scheme payments
Defra group/ regulatory authorities	RPA, APHA, EA, NE, and FC
Delinking	The removal of the link between land and receipt of CAP Direct Payments. Planned to be implemented in 2024. This will end cross compliance in England.
EA	Environment Agency
Farming activity	Activities on a farm (as per the 9 sectors below) that produce agricultural and horticultural goods. <ul style="list-style-type: none"> - Cereals - Dairy - General cropping - Grazing (lowland) - Grazing (LFA) - Horticulture - Mixed farms - Pigs - Poultry
FC	Forestry Commission
FFCP	Future Farming and Countryside Programme (Defra programme developing CAP replacement policy and delivery models)
Impact	Externalities resulting from on-farm agricultural or land management activity that impact the natural environment, animal health welfare and plant health, and thereby affect Defra's ability to deliver 25 Year Environmental Plan goal, net zero targets, and animal health and welfare ambitions.
Land Management Activity	Rural land management activities outside of agricultural. For example, national parks, forestry, game keeping, grazing (non-food), recreational land etc.
LFA	Less Favourable Areas
NE	Natural England
R&E	Regulation and Enforcement team (part of the FFCP)
Regulatory System	Legal protections with associated guidance and inspection and enforcement activity
RPA	Rural Payments Agency

4. Background and Scope of Requirement

- 4.1 The Authority will be working through the Agricultural Transition Period to implement policies that improve farmer/land-manager regulatory compliance and the nature of user interaction with the regulatory system. For policy interventions to achieve the greatest benefit, and greatest value for public funds, they must prioritise activities of highest concern. At present the evidence on the impacts resulting from agricultural and land management activity is either fragmented or too broad to effectively support regulatory policy makers.
- 4.2 The regulatory system that applies to farmers and land managers is designed to protect the environment, biodiversity, animal health and welfare, and plant health from possible harmful activity. However, the current regulatory system does not always effectively target Defra outcomes (25YEP goals) and in some cases is burdensome and bureaucratic. The Authority therefore requires the Supplier to deliver:
 - 4.2..1 A comprehensive evidence base that demonstrates where farming and land management activity is currently impacting on the environment, biodiversity, AHW and plant health.
 - 4.2..2 As assessment of where activities causing impacts are effectively mitigated by policy and associated interventions, and
 - 4.2..3 A ranking of the residual or unmitigated impact/risk.
- 4.3 Material produced by the Supplier in accordance with paragraph 4.2 will help the Authority and regulatory authorities to assess the effectiveness of the existing regulatory system and the need for regulatory and other policy interventions. Accordingly, the Supplier shall report on what the impacts are, how they are linked to farm (including specific farm types) or land manager activities and rank how severe they are.
- 4.4 The Authority has undertaken a limited internal evidence gathering exercise, which will be shared with the Supplier, but this needs to be incorporated into a more holistic assessment that delivers a foundation of evidence on which policy decisions can be based.
- 4.5 Data on farmer and land manager compliance with regulations is also fragmented spanning multiple regulations and authorities. The Authority therefore also requires the development of a method for measuring compliance that is proportionality representative of the regulatory spectrum and feasible to implement.
- 4.6 The Authority expects the outputs in 4.2 to be an exploratory meta-analysis and therefore will give the Supplier, in this instance, scope to determine how best to present findings. However, what is ultimately required is an evidence base framework that will allow for improved policy decisions regarding the regulation of farmers and land managers and their activities, and a method for measuring farmer and land manager

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regulatory compliance. This scope of work will require the examination of the case for future investment in the regulatory system.

4.7 The Authority will be working through the Agricultural Transition Period to implement policies that improve farmer regulatory compliance and the nature of user interaction with the regulatory system. For policy interventions to achieve the greatest benefit, and therefore the greatest value for money, they must target the activities of most concern.

4.8 The Supplier shall deliver a series of Work Packages, as detailed below.

4.8..1 Work package 1 (WP1) – Identification and quantification of agricultural and land management impacts

The Supplier shall undertake an assessment of existing impacts; logically mapping the links between farming or land management activity through to the environmental, biodiversity, animal health and welfare, or plant health impact. This will be a meta-analysis or evidence synthesis using best available evidence relevant to England but must also note where evidence is weak, insufficient, or missing.

4.8..2 Work package 2 (WP2) - Mapping impacts to mitigations

The Supplier shall provide an assessment of the extent to which those impacts mapped in WP1 are effectively mitigated by existing regulatory and non-regulatory levers.

4.8..3 Work package 3 (WP3) – Rank of impacts

The Supplier shall undertake an assessment or ranking of the remaining unmitigated impacts or risks considering the findings of WPs 1 and 2.

4.8..4 Work Package 4 (WP4) – Compliance monitoring

The Supplier shall recommend a methodology for monitoring and measuring regulatory compliance including, but not limited to:

- (a) An overview of available data from the Authority and its Agencies/Arm's Length Bodies and beyond that could be used to monitor compliance with agricultural regulations. The Supplier shall draw on existing work looking at the feasibility of using remote monitoring to monitor compliance.
- (b) Suggested metrics/indicators that could be used to track compliance using existing data sources.
- (c) Application of proposed metrics to existing data sources, including hindcasting, comparison against cross compliance and other metrics and a power analysis.
- (d) Assessment of the data required to strengthen the outputs under items (b) and (c) of this paragraph 4.8.
- (e) Recommendation on whether metrics/indicators suggested under item (b) are suitable for long term tracking of compliance, or whether new data collection, including detailed in item (d) should be sought.
- (f) Proposal for post delinking metrics dependent on recommendations provided in accordance with item (e).

- 4.9 The Supplier must clearly set out evidence/data gaps that prevent or reduce confidence in the analysis undertaken in respect of the delivery of Work Packages 1,2 and 3. The Supplier shall clearly document method/methods used and produce a full reference list.
- 4.10 The Supplier shall meet and fulfil the services, functions, responsibilities, requirements and deliverables specified in this Schedule and elsewhere in this Contract and any incidental services, functions, responsibilities, requirements and deliverables not specified in the Contract as within the scope of Supplier's responsibilities to fulfil and perform but that are reasonably necessarily and inherent for, or related to, the proper and timely performance and provision of the Services.

5. The Requirement

- 5.1 The Work Packages shall be delivered in accordance with the requirements more particularly in this Section 5. Work packages 1,2 and 3 collectively deliver an 'impacts framework' with work package 4 being informed by the first piece of work and delivering a compliance monitoring method.

Work packages 1-3: Impacts framework

- 5.2 The Authority's primary interest, with regard to the delivery of Work Packages 1, 2 and 3 is in a national (across England) understanding of impacts. The Supplier shall break down findings by farm or land management type and activity as far as is possible. A further break down by location would be valuable. Farm type categories and locations classifications are provided below in the 'target population' section.

Suggested Approach and Analysis

- 5.3 The Authority has undertaken a preliminary in-house piece of work, collecting publicly available online evidence predominantly produced by Defra's executive agencies and Arm's Length Bodies, on the impacts resulting from agricultural and land management activity. This preliminary work shall be provided to the Supplier to support its research and analysis.
- 5.4 The work undertaken pursuant to paragraph 5.3 was an exploratory desk top piece of work. The Authority anticipates that the Supplier will conduct a similar desk top exercise, gathering the best available evidence and analysing it to demonstrate impacts by the given categories. The Supplier shall propose research methods that will deliver the given objectives. The Authority further expects such research methods shall use a systems approach, or equivalent (e.g. "Spatial Prioritisation"), to map agricultural activities to impacts to environmental and/or animal health and welfare targets.
- 5.5 The Authority acknowledges that the level of detail with which the Supplier will be able to describe impacts and the links with specific activity(s) may vary significantly.
- 5.6 For work package 3 the Authority expects the contractor to take a structured approach to determining the relative magnitude of the impact agricultural activity have on Defra outcomes. This could include, but not limited to, the use of structured expert elicitation,

use of econometric techniques (e.g. ENCA) or another qualitative or quantitative approach.

- 5.7 The Supplier shall report findings in a manner that allows the Authority to make policy decisions based on the available evidence. The Authority therefore requests that the Supplier to exercise their own judgement to achieve this.

Outputs & Research objectives

- 5.8 The Authority acknowledges that the requirement is exploratory in nature and therefore the Supplier shall be required to use its own expertise and judgement in deciding how best to present the findings. The Supplier acknowledges that presentation of the findings shall be used by the Authority to support policy makers and shall be structured accordingly. The methods used by the Supplier must be presented and be repeatable as the Authority anticipates repeating the process in the future as a way of monitoring broader policy impact.

5.9 **Work package 1- Identification and quantification of agricultural and land management impacts**

The Supplier shall undertake an assessment of existing impacts; logically map the links between farming or land management activity through to the environmental, biodiversity, animal health and welfare or plant health. The assessment will enable policy makers to make decisions on where policy and regulatory interventions may be required. The assessment shall comprise a meta-analysis or evidence synthesis using best available evidence relevant to England but must also note where evidence is weak, insufficient or missing.

The Supplier shall build an evidence base demonstrating what impacts are occurring because of agricultural and rural land management activity. This evidence base shall show:

- The extent and or severity of the identified impacts.
- A disaggregation of the identified impacts by the contributing farming sector or land management classification.
- A disaggregation by location as far as possible.
- The links between impacts and activities or combinations of activities.
- This will make use of existing data, developing a framework to allow for comparative analysis across sectors, activities and locations.
- Identify gaps in the evidence base. The Authority needs to know where there is insufficient evidence to support decision making concerning impacts. This includes when trying to establish connections between impacts and activities.
- Identifying where the Supplier has low confidence in existing data and what is needed to strengthen it.

5.10 **Work package 2 – Mapping impacts to mitigations**

The Supplier shall undertake an assessment of the extent to which those impacts mapped in WP1 are effectively mitigated by existing regulatory and non-regulatory levers, using the best available existing evidence. This analysis shall show:

- Where the identified impacts are mitigated by existing regulatory and non-regulatory levers (linking impacts to specific regulations if possible).
- The impact of current or past regulations or policy interventions in mitigating the identified impacts (demonstrating the impact that regulations or policy interventions have had).

5.11 Work package 3 – Ranking of impacts

The Supplier shall undertake an assessment or ranking of the remaining unmitigated impact or risk considering WPs 1 and 2. The assessment shall comprise a framework that ranks the remaining unmitigated agricultural and land management impacts in terms of priority.

Work package 4 - Compliance monitoring

- 5.12 Improving farmer and land manager compliance rates with environmental, biodiversity, animal health and welfare, and plant health legal protections is the key method through which the Authority will help to deliver Defra outcomes. FFCP will be implementing policies through the agricultural transition period that will directly or indirectly affect compliance with the regulations that govern farming and land management activities. The only broad compliance data set that is currently used to measure compliance is the cross-compliance data set produced by RPA. However, this data set has a number of characteristics that limit its utility such as small sample sizes for some indicators, less than 25% of the inspections used to collect compliance data being randomly inspected, and cross compliance not covering the entire regulatory baseline. Across Defra and its regulatory authorities, a range of compliance data is collected; however, it needs to be determined if these data sets can be integrated with cross compliance data to provide a more complete understanding of compliance.
- 5.13 The Authority therefore requires the development of a compliance metric(s) that, for the pre-delinking period, makes use of existing data to provide, as comprehensive an indication as possible of compliance across the farming and rural land management sector. The Authority further requires an assessment of what additional data could be used to improve the robustness and usefulness of proposed metrics. For the post-delinking period, after the cross compliance regime is withdrawn, the Authority requires the Supplier to provide a recommendation on whether metric(s) proposed for the pre-delinking period should be continued or whether new metric(s), making use of new data collection should preferentially be used. Recommendations shall consider the ongoing monitoring needs required to support a consistent (or comparable) compliance assessment method.
- 5.14 Further to paragraph 5.13 the Supplier shall Identify where data gaps limit what can be legitimately concluded about compliance.

Suggested Approach and Analysis

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- 5.15 The Authority acknowledges that whilst data collected through cross compliance provides a workable basis for assessing compliance it is narrowly focused, and no metric currently exists that gives a 'pooled' view of compliance across the multiple regulatory regimes.
- 5.16 Pursuant to paragraph 5.15 the Authority requires the Supplier to document available evidence from cross compliance, other Defra group regulators and from other sources (e.g. remote sensing) and assess the quality and suitability of that data. The Supplier shall produce a range of candidate metrics that can be used to track compliance generally and in more detail for specific regulatory areas (e.g. water quality).
- 5.17 Where candidate metrics, produced in accordance with paragraph 5.16, make use of cross compliance data the Supplier shall provide analysis regarding how the loss of cross compliance would affect the Authorities ability to monitor compliance. An analysis of the robustness of candidate metrics will help the Authority assess the usefulness and quality of proposed metrics and help make the case for any new investment in monitoring compliance. Robustness would include repeatability, ability to have sufficient sample sizes, unbiased data etc.

Research objectives

- 5.18 The Supplier shall design and propose a repeatable method for measuring compliance. Pre-delinking this method must use existing data sources available, but the Supplier can suggest new (comparable) metrics and data collection needs for the post-delinking period. The method should include, but not be limited to:
- Metrics/indicators that show overall compliance drawing from a suite of selected regulations/legal standards that can be used to broadly track industry compliance.
 - Where possible metrics/indicators that break down compliance by sector, regulation and location.
 - Compliance tracking pre- and post-delinking although new metrics can be suggested that will strengthen post delinking compliance monitoring.
 - What specific additional monitoring could be undertaken to better understand compliance.
- 5.19 The Authority is not yet in a position to define targets for regulatory compliance, but metrics defined through this work could be used in future to define and track Defra group regulatory performance against KPIs or similar.

Outputs

- 5.20 The outputs for work package 4 should include:
- (a) An overview of available data from Defra group authorities and beyond that could be used to monitor compliance with agricultural regulations. This should draw on existing work looking at the feasibility of using remote monitoring to monitor compliance.
 - (b) Suggested metrics/indicators that could be used to track compliance using existing data sources.
 - (c) Application of proposed metrics to existing data sources – may include hindcasting, comparison against cross compliance and other metrics and a power analysis.

- (d) Assessment of the data required to strengthen the outputs under work package 4(b) and (c).
- (e) Recommendation on whether metrics/indicators suggested under 4(b) are suitable for long term tracking of compliance, or whether new data collection, including under 4(d) should be sought.
- (f) Proposal for post delinking metrics dependent on recommendation in 4(e).

Target participant group

- 5.21 The Supplier acknowledges that the geographic scope of all Work Packages is limited to England only. The national scale of reporting is of primary importance however the Supplier shall, to the extent possible, sub-categorise its findings:

Farm type:

- a. Cereals
- b. Dairy
- c. General cropping
- d. Grazing (lowland)
- e. Grazing (LFA)
- f. Horticulture
- g. Mixed farms
- h. Pigs
- i. Poultry

- 5.22 **Land and management activity include**, but are not limited to:

- a. Forestry
- b. Natural parks/protected areas
- c. Recreational land
- d. Game keeping and grazing for animals not used for food, fur, or hides.

- 5.23 **Location:**

- a. South West
- b. South East
- c. East of England
- d. West Midlands
- e. North West
- f. East Midlands
- g. Yorkshire and The Humber
- h. North East
- i. London

- 5.24 The Authority anticipates that work on WPs 1-3 and WP4 can be carried out simultaneously to a degree. Outputs from WP3 will however inform WP4 as it demonstrates where the greatest impacts are occurring and therefore where enforcement should be targeted, and compliance monitored over time. An advisory group comprised of stakeholders from across Defra and the Defra group authorities will be overseeing the project and meeting with the Supplier monthly as indicated in section 6 (key milestones and deliverables).

6. Key Milestones and Deliverables

- 6.1 The Supplier shall deliver the services in accordance with the milestones described in Table A- Milestones and Deliverables. The Supplier shall, upon completion of each milestone, submit to the Authority for review the relevant deliverables.
- 6.2 The Authority shall, within Ten Working Days of receipt of the relevant deliverables, provide confirmation that the deliverables are accepted or notify the Supplier of any amendments reasonably required. Any such amendments to the deliverables shall be provided by the Supplier within five Working Days of notification of such amendments, unless otherwise agreed with the Authority.

Table A – Milestones and Deliverables

Milestone/ Deliverables	Description	Time frame
Project Inception meeting	Meeting to discuss the proposed approach, data required, and expected project plan	Week 01
Project Plan	The project plan shall be submitted for the Authority's approval. This shall include but not be limited to methodology and timeline	Week 03
Informal Monthly Meetings	Informal monthly meetings between the Supplier and Project group to discuss progress and findings	First week of the month
Report draft output 1	Draft output to be submitted to the Authority for commentary relating to work package 1. Comments will be collated and returned within 10 working days.	Week 12
Report draft output 2	Draft output to be submitted to the Authority for commentary relating to work package 2. Comments will be collated and returned within 10 working days.	Week 18
Report draft output 3	Draft output to be submitted to the Authority for commentary relating to work package 3. Comments will be collated and returned within 10 working days.	Week 24
Report draft output 4(a)	Draft output to be submitted to the Authority for commentary relating to work package 4(a). Comments will be collated and returned within 10 working days.	Week 12
Report draft output 4(b), (c)	Draft output to be submitted to the Authority for commentary relating to work package 4(b), (c). Comments will be collated and returned in 10 working days.	Week 18
Report draft output 4(d), (e), (f)	Draft output to be submitted to the Authority for commentary relating to work package 4(d), (e), (f). Comments will be collated and returned in 10 working days.	Week 24
Final report	The final report shall be submitted to Authority for approval.	Week 28
Presentation of findings	Presentation of key results to all interested Defra parties using an appropriate digital platform (MS Teams ideally).	Week 30

7. Charges

- 7.1 Save as otherwise expressly set out in this Schedule or as otherwise agreed in accordance with Clauses in the Contract, the Charges are inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Contract, and the Authority shall not be charged for any costs of the Supplier to provide the Services unless a specific rate or charge is set out in this Schedule.

- 7.2 The Authority shall pay the Supplier a fixed fee (exclusive of VAT) for delivery of the Services. This fee shall be payable in accordance with the payment milestones detailed in Table B 'Payment Profile'. Payment milestones shall become payable upon acceptance by the Customer of the relevant deliverables for each milestone, in accordance with the process detailed in Section 6 (Key Milestones and Deliverables).

Table B: Payment Profile

Payment Milestones	Description	Week	
PM-01	Authority's approval of the Project Plan	3	
PM-02	Draft of WP-1 and WP-4(a)	12	
PM-03	Draft of WP-2 and WP-4(b), WP-(c)	18	
PM-04	Draft of WP-3 and WP-4(d), WP-(e)	24	
PM-05	Authority's approval of the Final Report	28	

8. Staff and Customer Service

- 8.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.
- 8.2 The Supplier staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 8.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 8.4 The Potential Provider shall communicate all changes to the Key Personnel as defined in the Call Off Contract throughout the Term.

9. Payment and Invoicing

- 9.1 The Supplier shall issue invoices in accordance with the process detailed in Annex 3- Charges. The Authority shall pay the Supplier within thirty (30) Working Days of receipt of a Valid Invoice, submitted in accordance with this section 9.
- 9.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 9.3 Invoices should be submitted electronically via e-mail, quoting **the unique Accounts Payable invoicing reference number ("PO Number")** to:
APinvoices-DEF-U@gov.sscl.com
- 9.4 No invoice will be accepted without the valid unique accounts payable invoicing reference number "PO Number" included in the invoice.

Travel and Subsistence related charges.

Due to the desk-top nature anticipated by the scope of work and the proficiency of digital conferencing communications, no travel to site is envisaged however, should travel be deemed necessary, the standard government policy rates referenced below shall apply. The Supplier shall undertake no reimbursable travel and/or subsistence without the express prior

written approval by the Authority in advance of travel/subsistence.

All Travel and Subsistence will be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel

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

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motorcycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

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

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate
London (Bed and Breakfast)	■■■■ per night
Rates for specific cities (Bed and Breakfast)	Bristol ■■■■ per night Weybridge ■■■■ per night Warrington ■■■■ per night Reading ■■■■ per night
UK Other (Bed and Breakfast)	■■■■ per night for all other locations

Annex 3 – Charges

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3; and

1.1.2 cannot be increased except as specifically permitted by this Annex.]

1.2 Any variation to the Charges payable under the Contract must be mutually agreed between the Supplier and the Authority in writing and implemented using the procedure set out in this Annex.

2. Costs and expenses included in the Charges

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

3. Charges

3.1 Price

The following table-A sets out the charges and rates applicable to the payment milestones as determined by the Supplier's accepted commercial offer for the tendered scope of supply. These costs represent the whole-life costs of the contract.

Table-A Pricing

Payment Milestone	Week	Description	Percent	Price (Ex VAT)
PM-01	3	Authority's approval of the Project Plan		
PM-02	12	Draft of WP-1 and WP-4(a)		
PM-03	18	Draft of WP-2 and WP-4(b), WP-(c)		
PM-04	24	Draft of WP-3 and WP-4(d), WP-(e)		
PM-05	28	Authority's approval of the Final Report		
Total Contract Value			100%	£149,759.00

3.2 Contract Change

The Authority may require the Supplier to deliver additional services outside of the agreed scope of supply specified in this contract. Any such requirement shall be delivered and charged in accordance with the schedule of rates in Table B Pricing' which are as per the Supplier's accepted commercial offer.

Table-B Pricing

Category of Roles / Staff Grades	Description	Daily Rate * (exc. VAT)
Board Level / Chief Executive	As described in the Category A role (below), with further strategic decision making responsibility and overall accountability of organisation.	
Category A	Senior member of personnel, (e.g. Research Director), having assumed responsibilities in their profession through performance of management and supervision roles. Typically, they shall have ten (10) years or more professional experience of which at least four (4) must be relevant to the typical tasks to be performed under the contract at this level.	
Category B	Certified member of personnel e.g. Senior Researcher or Research Manager having received a high-level training in their profession and recruited for skills as regards to their professional practice. Typically, they must have (5) five years professional experience of which at least two (2) shall be specifically related to tasks performed at this level.	
Category C	Member of personnel such as a Researcher. Typically, with two (2) to four (4) years experience, with understanding and grounding in research projects and tasks to be performed under the contract at this level.	
Category D	Junior member of research personnel (e.g. junior researcher. Typically, with two (2) years experience. A relatively newcomer to the professional but with training related to the type of tasks to be performed under the contract at this level.	
Category E	Entry level or junior administrative or general personnel (e.g. those involved in ensuring the logistics of the tasks are undertaken.)	
Category F	Apprentice or undergraduate researcher with similar levels of experience and responsibilities to that of Category E and or D members of staff. This Category does not need to be a full-time member of staff.	

*** Day Rates include overheads**

4. Currency

All Supplier invoices shall be expressed in pounds sterling (£).

5. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

6. Electronic Invoicing

6.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:

6.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:

6.2.1 the date of the invoice;

6.2.2 a unique Supplier invoice number;

- 6.2.3 the period to which the relevant Charge(s) relate;
 - 6.2.4 the correct reference for the Contract
 - 6.2.5 the valid **unique Accounts Payable “purchase order” reference number**;
 - 6.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 6.2.7 a description of the Deliverables;
 - 6.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 6.2.9 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 6.2.10 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 6.2.11 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 6.3 The Supplier shall submit all invoices and any supporting documentation electronically to the Authority's Accounts Payable email address at:

APinvoices-DEF-U@gov.sscl.com

or if that is not possible, posted to:

Shared Services Connected Ltd,
PO Box 790,
Newport, Gwent, NP10 8FZ;

with a copy with any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.

- 6.4 Invoices submitted electronically will not be processed if:
- 6.4.1 The electronic submission exceeds 4mb in size
 - 6.4.2 Is not submitted in a PDF formatted document
 - 6.4.3 Multiple invoices are submitted in one PDF formatted document
 - 6.4.4 The formatted PDF is “Password Protected”

Annex 4 – Tender Submission

The Supplier's tender submission in this section corresponds to the Authority's ITT Technical evaluation questionnaire referenced in the following table.

ITT Evaluation Questions and Sub-Criteria
<p>E01 - Social Value</p> <ul style="list-style-type: none"> Tenders shall provide evidence that demonstrate their Company's commitment and contribution to Social Value.
<p>E02 - Project Delivery and Strategy</p> <ul style="list-style-type: none"> Tenderers shall demonstrate their capacity to commit and undertake the project with reference to their technical services, service resources, facilities, and personnel. Tenderers shall provide examples of recent work that demonstrate an ability to deliver this type of project.
<p>E03 - Subject Matter</p> <ul style="list-style-type: none"> Tenderer shall demonstrate their understanding of environmental impacts and other effects of farming, land management activities, and other agri-business activities. Tenderer shall demonstrate their understanding of mitigation methods related to and stemming from impacts of farming and land management. Tenderer shall demonstrate their understanding of experimental design and statistics (e.g. understanding and communicating uncertainty, statistical methods). Tenderer shall evidence their understanding of the environmental policies and directives to which this project relates, and which their proposed recommendations will support Tenderer shall demonstrate a sound understanding of the work packages, their constituent details, and schedule of delivery. Tenderers shall evidence their ability to deliver the project referencing their relevant experience and qualifications of the project team members.
<p>E04 - Approach and Methodology</p> <ul style="list-style-type: none"> Tenderers shall demonstrate a robust approach to quality in their research methods and analysis of findings. Tenderers shall demonstrate a clear understanding of the project's objectives and illustrate their grasp of the complexity of the requirements. Tenderers shall propose a clear, concise and, cohesive execution plan informed by the project's goals, work package structure, and delivery schedule. These will be supported by a dated schedule and/or Gantt charts

E01 – Social Value

ADAS, and the wider RSK group of which it is a part, are committed to contributing to Social Values, as outlined below and evidenced in our relevant policies and procedures, which are available on request.

Diversity & Inclusivity - We are committed to being an equal opportunities employer and to never use gender, sexual orientation, marital status, race, age, ethnicity, religion or disability as a criterion for decisions regarding employment, promotion, training or professional advancement. We have published a formal equal opportunities policy that has been communicated to all our employees and implemented active controls to monitor the composition of the workforce and take appropriate action if it appears that this policy is not fully effective. Our gender pay gap [REDACTED] is below the industry average and we are highly committed to reducing it further by offering flexible working opportunities, promoting our female employees as role models and actively engaging with schools to promote careers in our industry. We offer flexible and part-time working opportunities to help our employees manage their professional and family lives.

We believe in always doing the right thing and recognise that for equality, diversity and inclusion, this means we must go beyond the current statutory requirements. We are extremely proud of the achievements we have already made, and in March 2021, the RSK Group, including ADAS, made a pledge to:

- Champion this from the top of the organisation. A Diversity & Inclusion Working Group, with board-level representation, will be established to develop and guide our strategy.
- Acknowledge and tackle unconscious bias. All members of our executive team, senior leadership teams and hiring managers will receive training to understand and tackle unconscious bias.
- Communicate and educate about the importance of equality, diversity and inclusion at all levels of our business, making this part of our everyday conversations.
- Empower our workforce. We will introduce employee networks and welcome employees either having or wanting to actively support those with specific minority characteristics, to be a key driver in developing Diversity & Inclusion within RSK.

Sustainability and parallels with the Government's Greening commitments - As a business offering environmental solutions to most sectors in the UK economy, ADAS recognises that it has an environmental responsibility in all activities to ensure that sustainability and the environment are taken into consideration as it operates its business. By building, through education and mentoring, an understanding of the importance of sustainability within the company, all staff are motivated to reduce the environmental impact of our operating practice. Relevant ADAS policies (available on request) are listed below, and mirror the Greening Commitments made by the Government:

- Environment Policy.
- Sustainable Procurement and Purchasing Policy.
- Energy Management Policy.
- Travel Policy.
- Waste Management and Recycling Policy; and
- Water Management Policy.

ADAS has a contract with a major waste supplier to remove all our office waste and then to recycle and/or reuse the waste. Recycled waste, including paper pulp and remanufactured plastics, is used for a variety of purposes; any waste that cannot be recycled is reused by burning it in power stations. Only a small percentage of our waste is put to landfill.

The latest sustainability report covering ADAS is available on the RSK Group website: www.rskgroup.com. In 2019, RSK also launched its sustainability route map that defines its five 'pillars of sustainability' and outlines performance objectives against them. The five pillars are further divided into more specific sub-topics that have been devised to ensure that they capture our clients' sustainability priorities as comprehensively as possible. The five pillars are environment and communities; our people and ethics; clients and suppliers; financial and governance; safety, health and quality.

In 2020, RSK took a further step towards becoming a sustainable business by signing the Pledge to Net Zero. This initiative was established to commit organisations from the environmental sector to a leadership role in the transition towards a net-zero-carbon economy. As a pledge signatory, RSK has committed to:

- setting and delivering science-based greenhouse gas targets in line with either a 1.5°C (encouraged) or well below a 2°C climate change scenario in the spirit of the Paris Agreement
- publicly reporting greenhouse gas emissions and progress against these targets each year

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- publishing at least one piece of research or thought-leadership article each year on practical steps to delivering an economy in line with climate science and in support of net zero carbon. Alternatively, RSK may provide mentoring and support for smaller signatory companies in setting targets, reporting, and meeting the requirements of the pledge.

Engagement with a wide range of businesses and organisations - ADAS have a significant track record of working with businesses and organisations of all types and sizes, including:

- New businesses, entrepreneurs and small and medium enterprises (SMEs)
ADAS regularly works with new and small businesses in a range of projects. For example, ADAS was a project partner with a new start-up SME, Compass Agronomy, on an InnovateUK Sustainable Innovation Fund project to create a 'Fertiliser Optimiser Tool' for farmers to maximise gross margins and minimise GHG emissions.
- Voluntary, community and social enterprise (VCSE) organisations
Good relations with stakeholder communities are important to maintaining our social licence to operate. Wherever possible, we try to use suppliers and subcontractors local to our offices and the projects on which we are working.
- Mutuals; and other underrepresented business groups

ADAS works with a range of membership-based organisations that cover the interests of rural and natural capital. For example, our horticulture business regularly carries out projects working with the two main soft fruit producer groups in the UK and PUFFIN in Wales.

ADAS is committed to sourcing materials under the terms of the ADAS sustainable procurement practice, which aims to preferentially procure goods and services from suppliers who share our principles and can demonstrate a sustainable approach to their own activities. In practice this means that the environmental and sustainability credentials of items or services to be purchased are considered as part of the procurement process. This applies throughout our purchasing activities. Materials are managed according to ADAS policies, which ensures all products purchased have comprehensive labelling detailing information for safe storage, use and disposal.

Continuous Improvement - We are committed to continuous improvement of our SHEQ performance and hold an annual SHEQ management review. A set of objectives and targets and an associated management plan are implemented across the RSK group, including ADAS. An audit process is in place to ensure that all project staff and supporting subcontractors are implementing the SHEQ MS. Each month, senior management members audit at least one site per team. Each audit defines the actions necessary to improve any issues, who is responsible for completing actions and the timescales. Any lessons learned from the audits are circulated to all employees. Our SHEQMS is also audited six-monthly by an external auditor.

Employees have access to a wide range of training resources through the LearningPool platform and are encouraged to take advantage of these. Annual Personal Development Reviews for each employee encourages continuous improvement of skills and responsibilities.

Innovation - Business innovation: Our current SHEQMS is built around a traditional procedures-based approach, supported by strong lessons learnt communications and training. While this system has helped us build a strong safety performance, as measured by the Achilles Verify process, we felt there was a need to take the system forward to gain further improvement. RSK has now introduced a human factor and behaviour-based observation process to assist this process.

Innovation in R&D projects: ADAS are constantly innovating, whether it is developing new techniques to meet the needs of clients or creating innovative ways of working to benefit the whole agricultural industry. One such example is the development of Agronomics, a method of statistically analysing tramline trials to give confidence in treatment effects on yield mapping results which had previously not been possible. ADAS worked with statisticians from BGS to develop the statistics and a GUI for the analysis. This technique was developed in 2016 and now ADAS analyses over 250 field-scale tramline trials per year. We continue to innovate and are now able to analyse other mapped data e.g., NDVI.

E02 – Project Delivery and Strategy

Capacity to commit and undertake the project

The project deliverers will be drawn from several teams within ADAS including the Policy and Economics, Modelling & Informatics, Soils & Nutrients, Crop Protection and Environment and Agriculture Land Management teams. These teams include >100 scientists and consultants covering a wide breadth of specialisms. Should any project deliverers become unavailable then ADAS can draw upon equivalent expertise from other ADAS staff. ADAS is a growing company with a commitment to recruit in advance of significant delivery and is also able to draw upon staff and technical expertise from the wider RSK Group. The Ricardo agriculture team comprises 13 individuals working across a portfolio of technical projects concerning environmental impacts and benefits of agriculture, which advise and support farm businesses relating to regulatory compliance. Ecorys is an evaluation consultancy with experience delivering site-specific and complex multi-partner programme and portfolio level evaluation and learning assignments across a wide range of sectors including UK Government departments including FCDO, Defra, BEIS and others. The ADAS teams ensure that we have the breadth of knowledge across the full range of Defra regulation as well as the deep knowledge of the impacts of regulation through our understanding of the practical implications of on farm activity including understanding the behavioural aspects of farmer engagement with the regulatory environment. We have undertaken many impact assessments and evaluations on a range of policies for Defra and other governments and their departments and agencies.

Project Management: ADAS applies formal project management processes to all our project delivery and we use PRINCE2™ as the preferred project management methodology. Project work will be directed by James Clarke, delivered by Liz Lewis-Reddy as Project Manager, supported by Work Package Leaders who are delegated authority and responsibility for delivery. At each level, named deputies will be able to take on responsibilities should need arise. The Project Manager will put in place the required project documentation, including work plans, a risk register, quality management, reporting and escalation procedure, change management and configuration procedures to manage all stages of a project. They are also responsible for ensuring timescales and deadlines are met, within budget and client specification. ADAS managers are experienced in managing complex project work that must work to externally imposed and fixed timetables and will use their authority to refuse to tender for work where this would place unrealistic delivery expectations on a project team.

Quality Assurance: ADAS is committed to achieving a high level of safety, health, environmental and quality (SHEQ) performance and has therefore a documented SHEQ management system (SHEQMS), which is implemented throughout the company. Compliance with SHEQMS ensures that client needs are identified, understood and that projects are subsequently delivered in a professional and independent manner designed to fully meet and satisfy client expectations. Project delivery is subject to dynamic risk assessment and subsequent risk management. All work carried out by subcontractors is specified and agreed in formal contract agreements and controlled via the use of effective project planning to meet milestones, specifications, time frames and budget. The project outputs are subject to rigorous quality control checking before release to ensure technical soundness and compliance with contractual requirements and ADAS standards.

Soil quality and nutrition: ADAS has a strong track record in delivering soil and nutrient management research, advice and training, with a multi-disciplinary team of soil and crop scientists. We have detailed knowledge of national fertiliser recommendation systems having been involved in the development and updating of The Nutrient Management Guide - RB209, as well as the PLANET and MANNER-NPK nutrient management decision support tools, with many of our research team FACTS qualified advisors and Chartered Scientists. We have specialist knowledge in soil assessment and management having been involved in the evaluation and testing of soil quality indicators for Defra, EA, NE, AHDB, as well as conducting national surveys of soil condition for the grassland and horticultural sectors. We have also conducted extensive work on soil carbon measurement and management, which has contributed to the evidence base for evaluating the role of agricultural land management practices in achieving net zero. We undertake research at the plot, farm and catchment scale, with our national coverage and network of farmer contacts enabling studies to be conducted across the UK covering all major soil types, agroclimatic zones and crop rotations. Much of Ricardo's technical work centres around environmental impacts and benefits of agriculture, particularly related to GHG and air quality emissions and mitigation.

Water quality and hydrological assessment: ADAS have an experienced team of research scientists and environmental modellers involved in the measurement and modelling of diffuse agricultural pollution at the field, catchment and national scale in support of government policy. Our portfolio of work has helped establish the water quality and source apportionment baseline for the implementation of the Water Framework Directive throughout the UK and has contributed to the development and subsequent assessment of the NVZ Action Programme, Environmental Stewardship, Countryside Stewardship, Catchment Sensitive Farming and forthcoming Environmental Land Management schemes. Computer

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modelling of pollutant mobilisation, delivery and mitigation potential is a key aspect of our work, and we have developed a complementary range of field, farm and catchment scale tools including NEAPN, PSYCHIC, FIO-FARM and FARMSCOPER, that address nutrient, agro-chemical, sediment and faecal indicator emissions from farmland. We also carry out field experiments on hydrologically isolated plots which allow the impacts of changes in agricultural practice on nutrient losses from drained clay soils to be quantified, with losses from other soils measured using porous or Teflon cups and develop new national datasets of land management including the age and construction of field drains, and of land cover and agro-chemical inputs. Other recent work has included looking at environmental outcomes from regulatory mechanisms, advice & incentives in relation to water policy. This project assessed the current uptake and effectiveness of mitigation measures for addressing water pollution from agriculture, associated with regulation, advice and incentives across the farmed landscape. Starting from establishing the current baseline loading of agricultural pollutants to the environment, the potentially most effective and cost-effective mitigation measures were identified that could be added to the current baseline to improve water quality. The most appropriate methods of introduction were identified which included voluntary adoption with and without advice and regulatory obligation. Finally, the resulting environmental benefit and financial cost of implementing the measures was evaluated for a range of on-farm uptake rates based on modelling.

Emissions monitoring and modelling including meteorological data: ADAS have an internationally recognised team who specialise in the emission and mitigation of greenhouse gases and ammonia from agricultural systems, constructing inventory models that explicitly disaggregate emissions by agricultural source and pathway, and carrying out cost-effect simulations of mitigation scenarios at sector, regional and national level. The emissions inventory and scenario modelling are supported by extensive field experimentation and synthesis of evidence on the effectiveness of mitigation measures and their role in achieving net zero and other legally binding air quality targets. We have extensive experience of both internationally recognised wind tunnels and micro-meteorological techniques for measuring ammonia emissions at field scale as well as static and automated chambers for measuring GHG emissions from soil. Our emission measurements in the field are carried out following robust, IPCC compliant protocols developed by ADAS, which have also been adopted and used in large, multi-organisation, UK wide projects. Site drainage measurements are supported by our IRRIGUIDE crop-water use model and direct access to Met Office synoptic daily weather station data.

Plant health and Biodiversity: ADAS has Crop Protection and Crop Physiology teams with 40 scientists and consultants who provide expertise in plant health, pathology and weed science. ADAS lead the National Defra Disease & Pest survey. ADAS has a strong track record for carrying out projects on habitat management and multi-disciplinary Ecological Impact Assessments (large wind farms, solar projects, roads, including NSIP/DNS sites. This has also included a recent project to undertake an evidence review on Integrated Pest Management.

ADAS has extensive experience of both policy and a farmer facing levels regarding animal health and welfare. With experienced livestock consultants covering all ruminants and poultry, working across the country ADAS is well placed to provide an independent, evidenced based assessment of the environmental impact of animal health and welfare practices in agriculture. ADAS provides both research and knowledge exchange expertise to AHDB and HCC -literature reviews, attitudinal surveys to gather evidence base detail, carbon foot printing at both sectoral and a farm scale levels. ADAS undertakes work for Welsh Government as the sole supplier on the Agriculture and Environmental Advice Framework and we are commissioned to provide evidence to support policy decisions, recent work in relation to animal health and welfare has included providing an evidence base to develop Agri pollution regulations and livestock housing, an impact assessment for a conversion to EID in bovines, sheep, goats, pigs and deer.

E03 – Subject Matter

Governments regulate for different reasons: 1. Public health could be at risk 2. Hazards or harms are not easily detectable or remedied 3. Collective action is needed to control a hazard or redress harm 4. To act as the competent authority to support international agreement. The purpose of regulation is to change behaviours – to support and influence people to make decisions and act in ways that would not necessarily be their normal first choice. To be effective, regulation must take account of all the variability, dynamics and uncertainties that operators face, as these are all drivers of behaviour. These factors are very different for different farmers and regulation must be able to adapt to these differences. This project as part of the regulatory cycle has to assess the impacts both successful and failing of a wide range of regulatory measures created to address a wide range of issues. The main outcome will be to recommend changes to the compliance monitoring to take account of the interdependencies of the different impacts and the resources that Defra has available.

Environmental impacts and other effects of farming, land management activities, and other agri-business activities

Farming, together with land management activities of related agri-businesses, impact on all of the goals of the government's 25 Year Environment Plan goals:

- **Clean air:** Agriculture makes a significant contribution to air pollution in England contributing an estimated 85% of ammonia to air
- **Clean and plentiful water:** Agriculture contributes 60% of nitrate and 30% of phosphorus losses to water, as well as causing water pollution from agrochemical use, sediment from erosion and plastics. Water abstraction for agriculture use competes water required for drinking, amenities and wildlife.
- **Thriving plants and wildlife:** which are a direct result of the way land is managed
- **Reducing risk from natural hazards:** These include impacts on flood risk, soil erosion drought and wildfires – all impacted by land management practices
- **Using resources from nature more sustainable and efficiently:** Use of synthetic fertilisers and agrochemicals (e.g. insecticides), together with factors such as soil compaction, affect the ability of farmed crops and livestock to use natural resources efficiently (e.g. use of beneficial insects to combat pests).
- **Enhancing beauty, heritage and engagement with the environment:** For example due to restricted access to land, use of large-scale poly-tunnels in soft fruit production.
- **Mitigating and adapting to climate change:** Agriculture contributes 10% of GHG emissions and farmed land can provide valuable carbon capture
- **Minimising waste and promoting the circular economy** by recycling nutrients and organic matter in 'waste' materials in crop production systems
- **Managing exposure to chemicals:** The use of agrochemicals in crop and livestock production can result in chemical residues in the food chain, albeit almost always below the legal residue limits.
- **Enhancing biosecurity:** is a direct result of livestock management in partnership with trade
- **Animal health and welfare:** the prophylactic use of antibiotics for short-term welfare needs can have wider, long-term negative impacts as regards both the efficacy of treatments (increasing resistance), the danger of residues persisting along the human food chain and wider environmental impacts. Of greatest importance in intensive livestock production sectors (e.g. treating lameness and mastitis in the dairy industry, health management in rapid production systems such as the pig and poultry sectors).

Understanding of mitigation methods related to and stemming from impacts of farming and land management.

The 25 Year Environment Plan is complemented by the Clean Air Strategy 2019 which sets out the actions required from all parts of government and society including agriculture. A national advisory code of good agricultural practice (COGAP) to reduce ammonia emissions was published in July 2018 and funding has been made available to improve infrastructure for slurry storage, purchase manure management equipment and plant trees adjacent to intensive pig and poultry housing units. Advice is available from the Catchment Sensitive Farming programme on management of manures and slurries to reduce ammonia losses. Actions on air quality are ongoing, to be delivered alongside the Environment Bill but Regulation to reduce ammonia emissions from agriculture is anticipated.

Farming Advice Service (FAS) was set up as an element of the 2003 CAP reform, to help farms to understand and meet the requirements under CAP and other EU directives, national legislation and policies, providing advice on actions which help meet compliance. Advice is free at the point of delivery to those in the farming sector and advisers and is delivered by a network of qualified, independent advisers. FAS offers newsletters, events and technical articles and contributes to the awareness raising of the effects of farming practices related to the environment, food safety and animal health/welfare. Some particular issues regarding the mitigation of diffuse pollution need to be recognised. Mitigation of diffuse pollution often requires significant investment in farm infrastructure (e.g. use of slurry store covers and low emission slurry

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application techniques to reduce ammonia emissions), changes to farm practice (e.g. the use of cover crops to reduce nitrate leaching and phosphorous and sediment losses to water) and implementation of nutrient management planning to ensure that crop available nutrient application meet, and do not exceed, optimal supply. It is important that policy is holistic to avoid 'pollution swapping'. Mitigation practices introduced to reduce one loss pathway (e.g. timings of slurry and poultry manure to reduce nitrate leaching losses) should not increase losses by another (e.g. phosphorus losses to water or ammonia emissions to air).

Work over the past 20 years has shown that active management of animal health and welfare along the supply chain and on-farm results in a lower emissions footprint. Increases in milk yields and technical feed improvements have been associated with reductions in GHG emissions per litre of milk, and the UK beef and sheep sector has also benefited from feeding regime improvements.

A deep understanding has been developed within ADAS regarding mitigation measures related to diffuse pollution. The ADAS 'Modelling and Informatics' team expertise is focussed on the emission and mitigation of all forms of diffuse pollution from agricultural systems, constructing inventory models that explicitly disaggregate emissions by agricultural source and pathway, and carrying out cost-effect simulations of mitigation scenarios at farm, catchment and national level – for the evaluation of agri-environment schemes and projected government policy. The work necessarily involves a broad understanding of the impacts of farming and the interacting effects of land management on multiple outcomes, which is explicitly represented in our 'measure centric' modelling tools, notably FarmScoper (Defra FF0204) that summarise the outputs from numerous individual ADAS pollutant models and allow a simultaneous evaluation of management change against water pollutants (P, NO₃, sediment, agrochemicals), air quality (NH₃) and greenhouse gases (methane, nitrous oxide and carbon dioxide) and also indicators of biodiversity effects. Most recently, we developed the agricultural Greenhouse Gas and Air Quality Scenario Modelling Tool (Desk AMT) for Defra (ECM 55618). This decision support system is for the management and analysis of complex scenarios for mitigation of air quality (NH₃, NO_x, VOCs and PMs) and greenhouse gas (N₂O and CH₄) emissions from all UK agricultural sources, at regional and sector level.

Our mitigation modelling work involves statistical survey of farms to establish baseline levels and potential barriers to measure uptake, underpinning our evaluation of the likely effects of agri-environment schemes measures on agricultural diffuse pollution, including Tir Cynnal and Tir Gofal (Anthony *et al.*, 2009), GLAS (Gooday *et al.*, 2017); of General Binding Rules (Gooday *et al.*, 2016) and on-going work in the design of ELMS. The mitigation modelling is supported by targeted field investigation of baseline emission factors and the effect of mitigation methods, and meta-analyses of experimental results in association with international partners. This work is co-led by John Williams, head of the ADAS 'Soils and Nutrients' team, with key outputs including the ADAS 'Mitigation Method User Guide' for diffuse agricultural pollution (Newell-Price *et al.*, 2011).

Experimental design and statistics (e.g. understanding and communicating uncertainty, statistical methods).

ADAS designs a wide variety of experiments from glasshouse to field scale. Over 15,000 small plot trials annually include simple randomised complete block designs (required for statutory variety and fungicide trials) to complex multi-factorial experiments and 'chessboard trials, which enable the effects of intra-field variation on optimum input rates to be calculated. These are designed by in-house statisticians in our Modelling & Informatics group with extensive experience in experimental design, planning and analysis for testing agricultural products in both field and controlled environment conditions as well as the latest statistical and modelling techniques. Experiments and surveys are designed to be statistically robust, including sample size calculations and stratification where appropriate. In all cases, uncertainty in results is clearly reported alongside the statistics.

Farmers are increasingly demanding experimentation on relevant scales to them, so ADAS and British Geological Survey developed new statistical techniques (Spatial Discontinuity Analysis) to analyse spatially mapped yield and NDVI data (Agronomics techniques). ADAS design and deliver >200 tramline-scale experiments per year for which the individual plot sizes are 0.5 to 2 ha.

Other statistical methods that the delivery team are experienced in using are data mining techniques such as random forest, which we have been used to screen candidate explanatory variables affecting the risk of cabbage stem flea beetle damage in UK oilseed rape crops, and windowpane analysis, which has been used to determine the impact of climatological factors on disease and yield. We also use GIS and remote sensing analyses, for example in the identification of potential locations of non-compliance with water quality regulations in the agricultural landscape.

All members of the project delivery team are experienced in distilling complex research findings into key messages for mixed audiences. Members of the ADAS team have provided expert advice to Defra, the Committee on Climate Change as well as distilled findings from many research reviews and experimental projects (e.g. for AHDB for agricultural industry and farming audiences).

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Environmental policies and directives to which this project relates, and which their proposed recommendations will support.

England has a substantial body of law and regulatory policy covering agriculture, the environment and animal/plant health/welfare. Key instruments include: the Environmental Protection Act 1990, Environmental Permitting (England and Wales) Regulations 2016, Environmental Damage (Prevention and Remediation) Regulations 2015, Reduction and Prevention of Agricultural Diffuse Pollution (England) Regulations 2018, Water Resources Act 1991, The Plant Protection Products (Sustainable Use) Regulations 2012, The UK National Action Plan the Sustainable Use of Pesticides, Wildlife and Countryside Act 1981, Hedgerow Regulations 1997, Plant Health Regulations 2016, Animal Welfare Act 2006. There are also planning rules that govern land use and land use change in agricultural contexts (Town and Country Planning Act 1990 and associated Statutory Instruments).

Much of this has been influenced by EU Regulations and Directives. However, the EU's Common Agricultural Policy (CAP) has also had a major bearing on agricultural, environmental and animal/plant health/welfare regulation from cross-compliance rules, namely: Good Agricultural and Environmental Conditions (GAEC) that apply to farmers receiving direct payments as well as Statutory Management Requirements (SMR) which are required of *all* farmers. Farmers also received higher direct payments if they complied with 'Greening' rules. GAECs cover watercourse protection (buffer strips), water abstraction, groundwater protection, minimum soil cover, minimising soil erosion, maintaining organic matter in soil, protection of boundary features, trees, Sites of Special Scientific Interest (SSSIs), historic environment features and public rights of way. SMRs set out rules for Nitrate Vulnerable Zones (NVZ), Special Protection Areas (SPA), Special Areas of Conservation (SAC), rules for plant protection products, and rules for livestock including feeding, use of hormones, welfare, identification, and prevention/control of disease. The Rural Payments Agency (RPA) and Animal and Plant Health Agency (APHA) carry out inspections on a minimum of 1% of CAP-related claimants each year. Compliance with agri-environment scheme (AES) requirements are also inspected. Failures can incur penalties and exclusions. Natural England and the Environment Agency have regulatory powers in the context of enforcing environmental legislation.

Although the UK formally left the EU on 31 Jan 2020 and is currently under a transition period, much of the legislation was carried over under the European Union (Withdrawal) Act 2020. The *25 Year Environment Plan* and *Net Zero* target set out a new direction for policy in this area, which is being implemented through the Agriculture Act 2020 and the Environment Bill (expected to gain assent in this session of Parliament). The Agriculture Act allows the government to develop its own land management schemes, grants, and regulation/enforcement. The Environment Bill will set out new rules for environmental governance and regulations around waste/resource efficiency, air quality, water, nature and biodiversity. The proposed Planning Bill will also have implications for agricultural land use. Future farming policy was set out in 2020 under *Farming for the Future* and *The Path to Sustainable Farming: Agricultural Transition Plan 2021-2024*. From 2021 England will begin a seven-year transition away from EU-based rules that apply to farming. Greening rules have been removed and direct payments will be delinked (in 2024) and phased out. The Environmental Land Management (ELM) scheme will be tapered in to replace direct payments and legacy AES. Cross-compliance inspections will cease in 2024. A new tree health scheme will be launched in 2024 whilst the future Animal Health and Welfare Pathway is in the design phase.

Responsibility for regulation is split between Defra, five Defra group bodies and local authorities. Farmers and landowners are engaged by many different enforcement bodies and agencies, including Forestry Commission, relating to felling licences, Natural England on management of designated sites or Environmental Impact Assessments, Animal Plant Health Agency who safeguard animal and plant health, HSE, Trading Standards and the Environment Agency who has an enforcement role in investigating point source pollution, failures of compliance and pollution risk. Permitted sites can benefit from a shared farm assurance audit and permit inspection but most inspections seem to follow the Defra risk model for monitoring regulation compliance, although surveillance is also used for animal health and welfare. The result is that the regulatory burden on farm is felt by some more than others. Often the guidance that is embedded within permits, rules or other documents is difficult to find. NetRegs, which was developed by the UK regulators is now only confined to a partnership between the Northern Ireland Environment Agency (NIEA) in Northern Ireland and the Scottish Environment Protection Agency in Scotland (SEPA).

It is generally recognised that the UK has one of the most robust and comprehensive legal frameworks protecting animal welfare, well-developed industry bodies that recognise the importance of animal welfare, and a significant number of credible quality assurance and welfare schemes and/or initiatives. Animal health and welfare is a key principle of the production of human grade food from livestock, and is underpinned by the requirement for all in the supply chain to comply with the 'five freedoms' of animal welfare which are underwritten in the Animal Welfare Act 2006, the Welfare of Farmed Animals (England) Regulations 2007 and associated Codes of Practice.

Understanding of the work packages, their constituent details, and schedule of delivery.

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ADAS notes the requirements of the tender and in particular to use work already undertaken by Defra as a starting reference point, but also to undertake the work using a methodology that can be repeated for future monitoring of broader policy impact. ADAS will prepare a detailed project plan to identify tasks and their interdependencies (as detailed in the Gantt in the 2.2 Additional attachments area) as some will be undertaken concurrently in order to meet the delivery schedule. In particular this will include the sourcing of information from all of the Defra family as this will be a key challenge to the project.

Not all impacts are the same and all farms are different so it is important to understand the context of the farm, its production cycles, the associated ecosystems and the non living aspects of its environment. So WP1 will require a comprehensive analysis of all possible impacts. To enable these to be mapped under WP2, an understanding of the practical day to day activities of the farmer will be important. These can then be brought together under WP3 to rank the impacts.

When it comes to compliance monitoring and delivery of tasks associated with WP4, this will be done in a number of ways; review (for example a remote review of evidence), inspection (detailed on-the-ground check and sampling evidence) and, where necessary, investigation (following an incident) to understand causes and collect evidence.

Ability to deliver the project with reference to relevant experience and qualifications of their project team members.

James Clarke will act as Project Director. **James** brings management of ADAS Soils, Crops & Water business and knowledge of policy and agriculture. With over 40 years' experience in sustainable agriculture and the interface of policy he has many contacts and relevant background knowledge on the needs of policy, how it relates to regulation and the interaction with practical farming. His experience in leading the Pesticides Forum Outcomes and Indicators sub-group will also be used as technical lead for WP4.

Liz Lewis-Reddy: (Project Manager) Director of the ADAS Policy and Economics team. Specialist in ecological and economic viability of sustainable land management. This includes qualitative research and analysis, development and implementation of agri-environment schemes, stakeholder engagement, and the development of governance frameworks for complex systems including ecosystem service trading platforms and Payments for Ecosystem Service schemes. **Liz** was a technical expert of the impact analysis to inform future ELM standards on behalf of Defra.

Nath Behrend: (Technical lead WP1-3) Principal Environmental Economist in the ADAS Policy and Economics group. **Nath** has a professional research and project management background in agricultural, environmental and natural resource economics. **Nath** was a key member of the team working closely with the Defra ELM team to identify actions for funding under ELM that offer the greatest environmental benefit and the best value for money. This involved assessing separate groups of actions in terms of cost, delivery of environmental outcomes, contribution towards Government commitments and distribution of funds across farm types.

Jackie Evans: **Jackie** is the Managing Director of ADAS Agriculture Land Management Business Unit and has developed a large number of rural projects and programmes on behalf of stakeholders from the early 1990's onwards. These have included advice programmes on behalf of government and government bodies.

Mike Image: **Mike** is a Senior Consultant in the ADAS Policy & Economics team. **Mike** expertise includes: the analysis of environmental and agricultural policy; natural capital assessment and mapping; design and evaluation of payments for ecosystem services schemes (including agri-environment schemes). Recent projects delivered by **Mike** are: ELM priorities projects for Defra; 5-year evaluation of GLAS (Ireland's flagship agri-environment scheme); Evaluation of the RDP-England 2014-2020 (enhanced AIR 2017, 2019).

Steve Anthony: **Steven Anthony** (Principal Scientist) expert in the development of national environment information systems and models of diffuse pollution from agriculture; survey and statistical analysis of farm practices and mitigation measure uptake; cost-effect optimisation of mitigation measures for government policy and review of agri-environment scheme effects.

Chris Forster-Brown: **Chris** is a principal ADAS ecologist, who has particular experience in policy review, habitat management and multi-disciplinary Ecological Impact Assessments (large wind farms, solar projects, roads, including NSIP/DNS sites). **Chris** project management experience has included many large, complex ecology projects, encompassing wide-ranging reviews, extensive botanical projects and a number of Habitats Regulations Assessments and Appropriate Assessments.

Jason Gittins: A specialist in poultry meat and egg production systems, production costs, environmental impacts and related legislation. **Jason** has delivered consultancy work to government departments in the UK and Ireland and to bodies such as the Environment Agency, APHA and the Food Standards Agency.

Karen Wheeler: **Karen** has worked on a wide range of predominantly livestock projects including studies on ruminant production systems, animal welfare, meat quality and meat hygiene. **Karen** is highly experienced in livestock research having managed government and corporate funded projects across ruminant and grassland sectors

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Lucy Wilson: **Lucy** leads the ADAS Modelling & Informatics team. Has managed many projects incorporating methodology development, applied research, GIS analysis, statistical analysis, data sourcing and database management. **Lucy** delivers many projects for government on development, monitoring and evaluation of policies relating to agricultural land management.

Fiona Tweedie: **Fiona**, Senior Consultant, with extensive experience of advising farm business on agri-environment schemes, Basic Payment Scheme, management of soil and water, habitat management and climate change. **Fiona** designs and implements land management and advice schemes and farmer/stakeholder engagement and qualitative research on agri-environment policy.

John Williams: **John**, Head of ADAS Soils and Nutrients Group, is an International specialist on soil and nutrient management and the mitigation of agricultural diffuse pollution of the air and water environments. **John** is a Chartered Scientist and provides strategic policy advice to Defra, Welsh Government, Levy bodies and water companies. **John** is FACTS qualified, a member of Defra's Nutrient Management Expert Group, Technical Adviser for the UK Water Industry's Biosolids Assurance Scheme and a Council Member of the International Fertiliser Society.

Dave Freeman (Ricardo): **Dave** leads the agriculture team at Ricardo, **Dave** is responsible for the delivery of technical consultancy services as well as a number of large farm advisory contracts (including the English Farming Advice Service). **Dave** provides an in depth understanding of Agricultural and Environmental Policy, farming systems and the implementation of policy through various interventions.

Jeremy Wiltshire (Ricardo): **Jeremy** leads and manages technical work on sustainable agriculture and environmental impacts/benefits of agricultural activities. **Jeremy** is an experienced researcher, consultant and project manager, and has specialised in agricultural aspects of greenhouse gas and air pollutant emissions assessment, including for inventory compilation, together with work on mitigation strategies, including carbon removals (sequestration).

Korina Cox (Ecorys): Director in the Policy and Research (P&R) division of Ecorys UK, responsible for managing a team of research and evaluation specialists and overseeing evaluation services. Korina has over 20 years' experience in directing M&E assignments including large-scale, programme level evaluations, typically involving multiple interventions and/or geographical /thematic areas and requiring mixed methods.

[Redacted] (Ecorys): Senior Research manager conducting qualitative and quantitative research methods to test policy assumptions and results, and developing methodologies and key performance indicators.

E04 – Approach and Methodology

ADAS understands Defra requires this project to assess the effectiveness of the existing regulatory system through considering the available evidence on the impacts of the system, how they are linked to specific farm types and rank how severe they are. The assessment and proposed compliance design also needs to consider different farming sectors and land management types as well as regional differences. Against this there will be trade-offs between the desire to fully represent complexity and the need for a practical decision-making tool. A key part of the assessment is to also identify where evidence is weak, insufficient or missing.

Ensuring quality of research methods and analysis of findings

An overall project plan will be produced. ADAS have developed monitoring and reporting systems (including information to report on agreed milestones and KPIs), quality management systems; and audit, quality assurance, health and safety, biosecurity, administrative and experimental procedures to ensure work is carried out safely and securely, while incorporating auditable data collection. ADAS suggests there are key sign off points within the contract that provide some 'checks and balances' with Defra team and the potential for input from other stakeholders. These will be agreed within an inception plan and could also enable a timely assessment of the potential need for the utilisation of the optional extension period as outlined in the ITT.

ADAS is committed to achieving a high level of safety, health, environmental and quality (SHEQ) performance and has therefore a documented SHEQ management system (SHEQMS), which is implemented throughout the company. Compliance with SHEQMS ensures that client needs are identified, understood and that services and products are subsequently delivered in a professional and independent manner designed to fully meet and satisfy client expectations. ADAS hold several accreditations which include: ISO9001, ISO14001 & OHS180001: Certificate No. 158762-2014-AIMS-GBR-UKAS, Joint Code of Practice for Research.

The Risk Register will be updated and agreed upon at project inception. Risks to successful and timely project completion will be identified and reviewed as a standing agenda item at the monthly advisory group meetings and additionally if the project goes through any significant changes. The risk register will detail the likelihood of a risk, potential impact and strategies that will be implemented to manage them.

ADAS are experienced in delivering a wide range of research projects and understand the need for managing project delays. The use of a project plan and regular communication with Defra (as outlined in Table 1: Execution plan) will provide the opportunity for all participants to be aware and informed of potential delays in the project. ADAS, in collaboration with project partners will provide solutions to mitigate project delays and where delays are inevitable, the project manager will revise the project plan to minimise impact on project timescale. This will be fully discussed and agreed upon with Defra.

Communication: A project plan will include a formal timetable for project meetings and delivery updates as per the tender requirements, which will be augmented by *ad hoc* phone and email communication. Regular tele-conferences and/or Teams videoconferencing with the Defra project manager are expected. All communications will be confirmed by email to ensure an audit trail of the raising of an issue, agreed actions and responses, and to confirm the outcome.

A comprehensive plan of peer reviewing project outputs will be employed throughout the project. This will involve project partners Ricardo and Ecorys, as well as ADAS senior management, reviewing and providing feedback on all work methodologies, results and conclusions. The primary role of project partner Ecorys is to provide independent review of the methodologies and processes.

Understanding of the project's objectives and approaches to be used

The existing regulatory environment and the critical role of cross-compliance reflect the legacy of EU environmental and agricultural/land use policy, and a conventional (non-anthropogenic) approach to environmental management aimed at protecting designated features and meeting pollutant thresholds. The 25 Year Environment Plan has signalled a different approach where rural land is seen as a key component of natural capital and where appropriate land management can secure and enhance public goods. The associated changes to land management schemes set out in the Agriculture Act 2020 and to environmental regulation in the forthcoming Environment Bill necessitate a change in approach to capture information that is relevant to these objectives. Moreover, the efficacy of the existing regulation and enforcement regime according to a number of recent reviews and assessments, has been in doubt for some time, and the emergence of more sophisticated monitoring methods offers an opportunity to redesign elements of the system.

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The 25 Year Environment Plan sets out 10 goals (public goods). These are broad objectives and generally cannot be resolved in a common metric. We are aware from the work on an 'Outcomes Framework' (OF) as part of the Environmental Land Management (ELM) workstream that Defra has expanded this into a set of 25 'outcomes' which reflect more specific aspects of each objective. For example, in the context of clean air the main agricultural and land management pollutants are ammonia and particulate matter, so specific outcomes have been set for these. To make best use of work already carried out on impacts by Defra and ADAS as part of the ELM workstream we propose to maintain this categorisation, but with additional outcomes for plant health and animal health / welfare.

From a livestock perspective, we are fully aware of the interactions that can occur between different agricultural policy and regulatory drivers and that these can be both positive and negative. For instance, it is generally accepted that there is a positive correlation between good livestock health and welfare on one side and stock performance and economics on the other. This is likely to encourage adoption and uptake of relevant policies by farmers, due to the potential benefits to be gained. The relationship between environmental protection and livestock production systems though can be complex and multi-dimensional. In some cases, high-welfare systems can have adverse impacts on certain aspects of the environment. In addition, low output and extensive livestock production systems – which are favoured by some consumers - can result in higher levels of greenhouse gas production, when considered on a 'per unit' basis for meat or livestock products.

General approaches for WP1-3

There is a considerable body of evidence on the impact of agricultural and land use activity on the environment, plant health and animal health/welfare, both with respect to the activity itself (WP1) and with respect to the mitigation methods used to address it (WP2). The relationship between activity, mitigation and impact can be highly complex involving several stages, often with spatial and temporal dimensions, feedback loops and interactions. Some aspects of these processes have been set out as part of previous generic work on natural capital logic chains as well as more specific work required to develop process-based models.

Given the size of this evidence base, the number of outcomes in scope (25), and the desire for it to be disaggregated by farm sector / land management activity (13) and geography (9), and the time available, it is impractical to follow a bottom-up evidence review approach where each step/process in each part of the logic chain is populated. Even a full systems analysis where every step/process in the activity-mitigation-impact logic chain is described is not feasible within the timeframe allowed. Based on Defra's requirement for meta-analysis, we propose instead to simplify the system to a database of activity -> outcome versus activity + mitigation -> outcome relationship with added sectoral and geographic dimensions. This would be sensitive to some of the complexity, so that where intermediate outputs might be more meaningful than a proxy measure of outcome, this would be added as an additional layer (e.g. the impact of an activity/mitigation on say a designated mobile species may be more readily realised in the quality or extent of suitable habitat). We would propose to populate this database initially with reference to a constrained set of evidence repositories, focusing on those compiled by Defra and Arm's Length Bodies (ALB) in previous projects. This would include: the natural capital logic chain work mentioned above, the preliminary work that Defra has already carried out (mentioned in the ITT), the OF database of interventions and the SFI interventions which ADAS has already mapped to outcomes and selected other databases (for example MESER and Farmscoper). The OF and SFI database of interventions is very thorough and includes activities that are in regulation, cross-compliance, agri-environment and best practice. We have already identified this classification so this can be used to address the need in WP2 to determine the extent to which regulatory and non-regulatory instruments have been effective.

As many outcomes lack an evidence base that can be readily quantified, the impact assessment will be qualitative so that impacts can be compared across outcomes, with the potential for scoring if sufficient evidence is available. We would propose an ordinal scale signalling magnitude and direction of impact as this is consistent with how we have assessed ELM impacts. This would be accompanied by a certainty score to indicate the level of confidence in the assessment. These scores would be disaggregated to sector and geography where feasible. If we cannot disaggregate an impact in this way, we would score consistently but reflect differences in the certainty score assigned. The scores associated with impacts of activities and impact of mitigation would be related so that the score associated with the mitigation indicates the extent to which the score associated with the activities would be adjusted, assuming that this method were applied to a representative farm/land management type in that geography. The result will be a database of land management

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impacts (by outcome, sector, geography) which have a severity/direction score and a certainty assessment, a database of mitigation impacts (by outcome, sector, geography) which have a magnitude/direction score and certainty assessment. Given that we are constraining the source evidence base for synthesis, an expert panel involving experts from ADAS and Ricardo with expertise across all outcomes will review these databases to identify missing activity/intervention-outcome matches. As well as a set of databases we will also produce a written report that will highlight gaps in the evidence or where the evidence is more uncertain.

Identifying links between combinations of activities and interventions to outcomes is challenging due to the large number of activities, interventions, and outcomes in scope. Even though the literature on interactions is sparser than that of impacts, there are still too many potential interactions to be able to consider. For interventions that are part of the SFI, we can draw on our synergistic assessment (part of the ELM priorities project) which can at least identify the main interactions and their direction through this will be limited. This does mean that determining the extent of the residual impact (WP3) is challenging as the ordinal assessments cannot simply be summed (e.g. if one intervention is +1 and another is +2 it does not mean that in combination, they will have a +3 effect). Rather, we will use expert judgement to determine for each outcome, the extent to which the combination of typical mitigation methods leaves a residual impact (also rated on an ordinal scale). This would leave a final database of residual impacts scored in ordinal terms, also disaggregated by sector and geography. We would then develop a multi-criteria decision analysis (MCDA) framework to rank the residual impacts. Criteria would include outcome, sector and geography, but others could be added (e.g. urgency). Weighting would be set by a participatory process involving expert decision-makers using a suitable approach (e.g. Analytical Hierarchical Process, Swing Weights). The result would rank outcomes in terms of priority of action (e.g. Sediment -> Nutrients -> Habitat Area/Condition -> Access etc.).

General approaches for WP4

Compliance monitoring is very dependent on the data available, or that could be available at reasonable cost or by extrapolation. Data collection is typically the highest cost, so use of existing data is preferred, or should be achieved through maximising remote data collection or sensing. In some cases, a series of indicators are required to 'paint a picture' with a vision of improving interactions over time and through refining current data collection to aid read across between data. Whichever is used a key driver is to measure progress in a consistent, robust and agreed manner. Where possible indicators should be of impact, but it may be necessary for some aspects to use behaviours, or practices, as a proxy to probable or likely impacts, especially if these are well documented. Our approach to WP4 reflects these principles.

(a) **Assessment of available data for compliance monitoring.** Using the Hierarchy of legislation and standards¹ a matrix will be developed to identify where data has been captured by the authority and its ALBs. This task will be supported by a targeted set of interviews with individuals responsible for planning and managing relevant datasets where required to support assessment. The available data will be assessed for suitability for monitoring with criteria including coverage and representativeness (general and sector), timing, quality. Available data sources will be segmented as and presented where possible based on agriculture sector, geographic region, land use and impact. The data will be segmented and categorised in such a way as to complement the findings of WP1 in terms of the impacts, severity, gaps, priorities and spatial focus and to identify where gaps are present.

(b) **Suggested metrics drawing on existing data.** Building on the review in (a) and our own knowledge, we will identify the metrics that have the potential to be cost-effectively used to track compliance. For animal health and welfare monitoring data sets, analysis will be carried out to identify trends and therefore metrics that could contextualise changes in compliance such as livestock populations, labour and external market forces. Sources of data are likely to include the Defra Farm Practices survey and the agricultural census data. We will seek to review industry approved animal welfare outcome assessment tools (GDPR permitting) such as AssureWel, the AHDB Medicine Hub with a view to identifying metrics provided by these datasets that could be used to track compliance.

(c) **Populating selected metrics using available data.** The metrics/indicators proposed in (b) will be applied to the existing databases to track compliance based on the logic chain analysis to attribute impact to activity and mitigation measures (WP1-3) covering a spectrum of regulation. It is envisaged that wider metrics will also be used to track the impact/behaviour change pathways. This might include some measurement at farm level to link farmers'

¹ <https://www.gov.uk/government/publications/farm-inspection-and-regulation-review>

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uptake/response of environmental actions (in addition to presence and absence of environmental features, changes in farming practices and farming input, environmental pressures and risks, and state /impact of the environment.

Datasets covering a representative period would be sourced to test whether accurate conclusions can be drawn as regards environmental impact/trends (last 5-10 years for e.g., as appropriate, depending on the topic and metric selected). Detail will be provided on both the reliability and capacity of each data source to provide the detail and evidence base required to accurately assess environmental harm, and what other metrics would be needed in order to achieve the outcomes required.

(d) **Options for enhancing available data for selected metrics.** We will assess the data required to strengthen the outputs under work package 4(b) and (c) with a focus on maximising the use of Earth Observation, remote-sensing approaches and identifying the key factors/critical checking points for validating the pathways or links between farm level activities/actions and the intended environmental outcomes/impact. For animal health and welfare compliance it will be necessary to review if current methods of inspection and datasets collected by agencies are able to provide data required to strengthen the outputs under work package 4 (b) and (c).

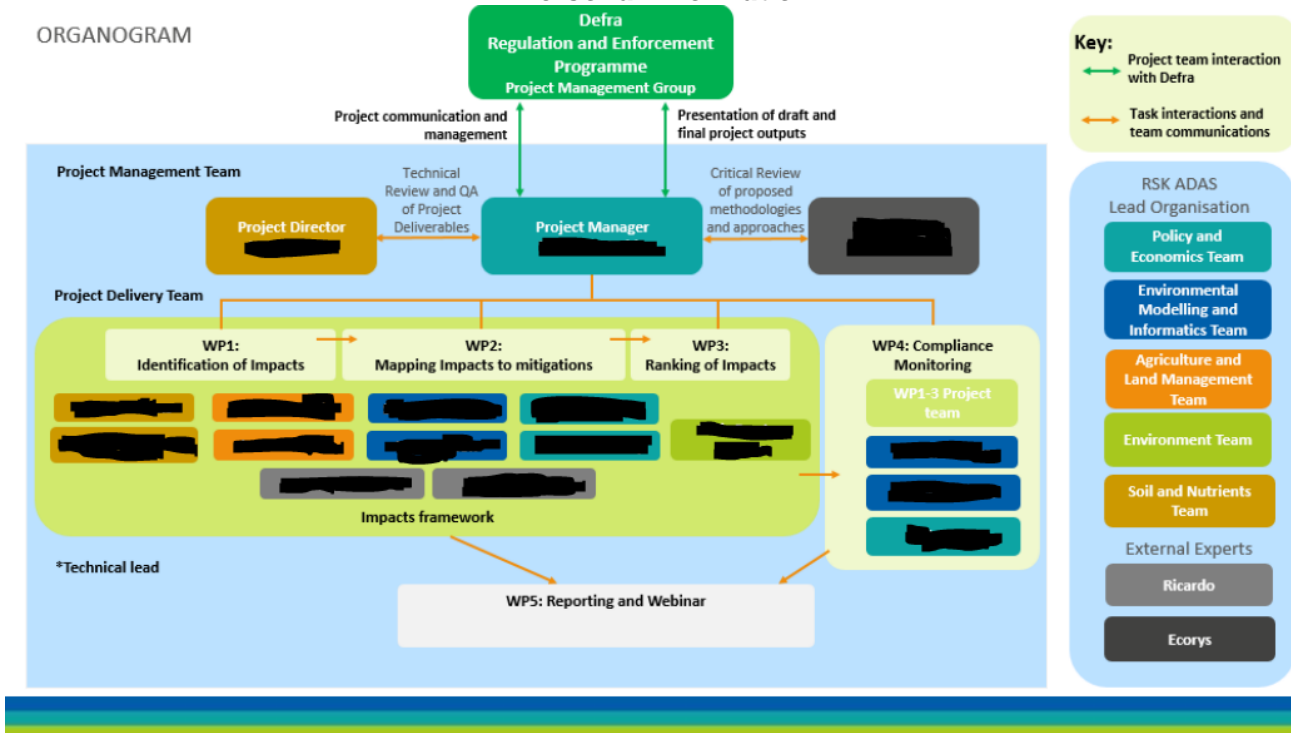
(e)-(f) **Options and recommendations for long-term tracking metrics and data sources.** We will make assessments as to whether metrics/indicators suggested under 4(b) are suitable for long term tracking of compliance, or whether new data collection, including under 4(d) should be sought. We will make proposals for post delinking metrics based on the recommendations. Wider research in farmers' behaviour and motivations, drivers of changes, effectiveness of different policy instruments and mechanisms will also be used to support these assessments. Alternative data collection for animal health and welfare will include the opportunity for using data collected through the Animal Health and Welfare Pathway funding.

We will assess how the information on the background level of compliance, stratified by region and robust farm type, could be used to target an individual compliance survey, supported by national baseline measured environmental quality or modelled environmental vulnerability, as in the existing OPRA methodology for targeting Cross Compliance visits. It will still be necessary to replace the compliance specific Cross Compliance survey in some form post de-linking, to deliver spot checks that a) claimed risk management procedures (such as manure management plans and soil testing) are in place and followed correctly; and b) to confirm the accuracy of earth observation data sources for visible non-compliance features (such as soil erosion scars) for use in individual compliance proceedings.

Opportunities for remote monitoring. In assessing potential data sources, feasibility work on the use of remote sensing to monitor compliance with agricultural regulation will be reviewed, including publications from the UK, the EU and Australia. ADAS have been involved in studies on scoping the extent to which Earth Observation data can cost effectively provide agricultural activity information, evidence of cross-compliance and general catchment management features since 2013.

Project execution plan

Monthly project update meetings will take place involving the Project Manager, key WP experts and the Defra PM team. These will review the risk register and assess progress towards the project milestones. Work packages 1-3 will occur in parallel with work package 4, so it will be important for there to be regular communication points to be regularly updated of project progress. This will be carried out during the monthly meetings. An overview of the project structure is given below which summarises the WP leaders and how the WPs will interact.



A detailed project plan will be agreed with the client after project inception but here we present an outline plan to show timelines, milestones, interdependencies and risks according to our proposed methodology. The table below shows the proposed timeline and delivery milestones and demonstrates that **we can deliver the project with the proposed timeframe**. In the methodology section outlined above, we have set out the key elements of work that will be undertaken as work packages (WP) and component (Tasks) within these. To avoid confusion, we denote the first deliverable as WP0 so that subsequent WPs and deliverables align. Table 1 reflects the timeline for deliverables and illustrates achievement of key milestones and related interdependencies and risks.

Table 1. Outline Project Execution Plan

	Timeline	Interdependencies	Milestone	Risks
WP0. Project inception	w/c 23 Aug 2021			Availability of key members of project team
	23 Aug – 10 Sept	Consultation with Project team and R&E PMG	Deliverable 1: Project Plan	
WP1: Identification and quantification of agricultural and land management impacts				
Task 1.1 Dataset compilation and gap analysis	30 Aug – 24 Sep	Consultation with Expert Panel, R&E PMG and arm's length bodies		Access to internal Govt. and external documents/data sources
Task 1.2 Assessment of Impacts by magnitude/direction score and certainty assessment	27 Sep – 29 Oct	Output from Task 1.1; Consultation with expert panel and R&E PMG	Draft Submission of Deliverable 2	Uncertainty: complexity of the system
Task 1.3 Completed database of land management impacts	1 Nov - 12 Nov	Output from Task 1.2 and	Deliverable 2	
WP2: Mapping Impacts to mitigations				
Task 2.1 Development of impact assessment protocol and analysis	15 Nov – 3 Dec	Output from WP1; Consultation with Expert Panel and R&E PMG	Draft Submission of Deliverable 3	Gaps in impact – outcomes evidence base
Task 2.2 Completed database of mitigation impacts	6 Dec - 17 Dec	Output from Task 2.1	Deliverable 3	Uncertainty: complexity of the system

WP3: Ranking of Impacts				
Task 3.1 Residual Impact assessment	01 Dec – 07 Jan 2022	Output from WP1&2; Consultation with Expert Panel and R&E PMG	Deliverable 4: Completed Database of residual impacts	Limitations in 'interactions' evidence base; Uncertainty: complexity of the system
Task 3.2 MCDA Framework	04 Jan -21 Jan 2022	Output from Task 3.1; Consultation with Expert Panel and R&E PMG	Deliverable 5: Ranked Framework	
WP4: Compliance Monitoring				
Task 4.1 Compilation of available compliance documentation 4(a)	30 Aug –12 Nov	Consultation with Expert Panel, R&E PMG and arm's length bodies	Deliverable 6: Draft output	Access to internal Govt. and external documents/data sources
Task 4.2 Analysis of candidate metrics 4(b) and (c)	29 Oct - 10 Dec	Output from Task 4.1; Consultation with Expert Panel and R&E PMG	Deliverable 7: Draft output	Limitations in data sources which provide element of quality control
Task 4.3 Testing and assessment of proposed metrics/indicators 4 (d), (e) and (f)	15 Nov -21 Jan 2022	Outputs from WP1-3, Task 4.1 & 4.2; Consultation with Expert Panel and R&E PMG	Deliverable 8: Draft output	
Task 4.4 Design of repeatable compliance measuring framework	24 Jan – 25 Feb 2022	Outputs from Tasks 4.1 – 4.3; Consultation with Expert Panel and R&E PMG	Deliverable 9	
WP5: Final Report and webinar	22 Mar 2022	Feedback from authority on draft output to be submitted	Deliverable 10	Timely feedback on draft report

The tasks and overall timeframe for delivery are set out above. As outlined in the methodology, a key process for managing risks and issues will be the regular engagement with the Regulation and Enforcement Project Management Group (R&E PMG) and our 'critical friend'. The latter will provide insight into the assessment methodologies proposed across both the Impact Analysis WPs and the development of the Compliance Framework (WP4). This will be facilitated by [redacted] throughout the project, but fixed points have also been scheduled into the project timeline to assess progress against key milestones, address issues and review project deliverables prior to submission to the R&E PMG. The project Gantt in 2.2 Additional Attachments Area provides a detailed project plan demonstrating tasks and their interdependencies with specific reference to the fact that WP1-3 and WP4 will be undertaken concurrently in order to meet the delivery schedule.

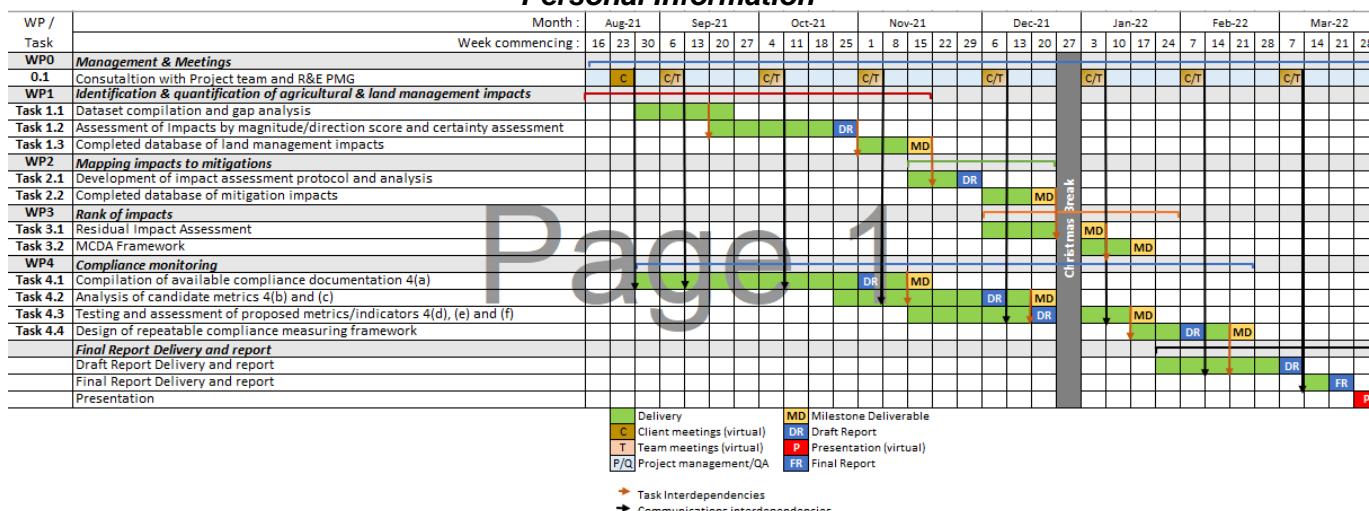
Risk Register

Risk and Likelihood	Scale of Impact	Mitigating Action
Project management and delivery		
Project team capacity	Delivery of the project is reliant on the proposed, very expert staff being available to deliver at in the timescale required	ADAS plans all consultant project time electronically in advance. If a member of the project team becomes unavailable, ADAS has sufficient staff resource and has factored in external resources to deliver all WPs.
Moderate	HIGH	
Managing diverse delivery team	A number of staff within and outside ADAS must work together effectively and efficiently in order for the project to run to the time scale.	Effective project management and open communications are key. Critical points include project mobilisation and delivery of interim reports. [redacted] is a highly experienced PD and will be supported by Kath Behrendt for day-to-day operations.
LOW	HIGH	
Not keeping to deadlines	Any delays in commissioning, data provision, or delivery in one stage will affect other milestones.	Regular videoconference meetings within the project team, and Defra, as outlined above, will continually check progress to ensure all key deliverables are met.
Moderate	HIGH	

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Risk and Likelihood	Scale of Impact	Mitigating Action
Not meet client expectations Moderate	There is a risk that the deliverables do not align with client expectations, due to lack of, or missed communication. Moderate	This project plan incorporates regular meetings with Defra which will be used to clarify expectation and share outputs.
Quality control of deliverables LOW	Ensuring that deliverables are checked and of high quality can be an issue when multiple people are working on a project with short timelines. Moderate	All deliverables produced will go through ADAS QC procedures as outlined in E02 and will be independently reviewed by Ricardo and Ecorys.
OPERATIONAL		
COVID-19 Infection of key staff Moderate	There is the risk that key staff could contract Covid-19 and become unavailable for a period of time. Moderate	All consultant staff are currently working from home and follow the Government's latest guidance to minimise risk. If required, we have suitable replacement staff. Records of project progress will be kept ensuring easy handover.
Disruption to planned meetings LOW	Regular project meetings are necessary for project delivery. Moderate	All project meetings will be conducted remotely and ADAS has much experience of delivering projects using virtual meetings.
Data security/IT Failure and Data breach LOW	The project relies on analysing and synthesising evidence. Loss of data or transcripts would have a major impact on project costs and timescales. HIGH	ADAS' central IT system is backed up daily and all project data will be uploaded to the shared drive located behind a secure Firewall on our IT system with access limited to the immediate project team.
TECHNICAL		
Sourcing and analysing relevant information LOW	Sourcing the appropriate literature in an efficient and timely manner is necessary for project delivery. Moderate	ADAS has significant experience in scoping, sourcing and analysing peer reviewed and grey literature for Defra using REA approaches.
Inappropriate analysis or reporting of evidence. LOW	A lack of rigour could result in an unreliable methodology. Imprecise technical language could limit the use and value of outputs. HIGH	All methodologies used will be checked by ADAS QC procedures as outlined in E02 and will be independently reviewed by Ricardo and Ecorys.

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This section is the Supplier's Commercial ITT offer

ITT APPENDIX-C PRICING SCHEDULE

ITT Pricing Schedules

→ Tenderers shall complete and submit this schedule to the commercial envelope in Bravo and, enter the value in cell D6 as their total offer price.

1.0 COMMERCIAL OFFER

- Tenderers shall enter their commercial offer as a total fixed price in cell D6.


Tender Total fixed price (Sterling, excluding VAT)

2.0 DAY RATES

- The table below is for information only and shall not to be scored in the Tender evaluation but Tenderers should complete this table to evidence how their bid price is calculated.
- Day rates shall not include any additional expenses such as travel, subsistence, lodging and any other
- Day rates should be based on an eight (8) hour work day with at least one (1) hour break.

Category of Roles / Staff Grades	Description	Daily Rate (exc. VAT)
Board Level / Chief Executive	As described in the Category A role (below), with further strategic decision making responsibility and overall accountability of organisation.	
Category A	Senior member of personnel, (e.g. Research Director, having assumed responsibilities in their profession through the performance of management and supervision roles. Typically, they shall have ten (10) years or more professional experience of which at least four (4) years must be relevant to the typical tasks to be performed under the contract at this level.	
Category B	Certified member of personnel e.g. Senior Researcher or Research Manager having received a high-level training in their profession and recruited for their appreciated skills as regards to their professional practice Typically, they must have (5) five years professional experience of which at least two (2) years shall be specifically related to the type of tasks to be performed under the contract at this level.	

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Category C	Member of personnel such as a Researcher. Typically, with two (2) to four (4) years experience, with understanding and grounding in research projects and the type of tasks to be performed under the contract at this level.	
Category D	Junior member of research personnel (e.g. junior researcher). Typically, with two (2) years experience. A relatively newcomer to the professional but with training related to the type of tasks to be performed under the contract at this level.	
Category E	Entry level or junior administrative or general personnel (e.g. those involved in ensuring the logistics of the tasks are undertaken.)	
Category F	Apprentice or undergraduate researcher with similar levels of experience and responsibilities to that of Category E and or D members of staff. This Category does not need to be a full-time member of staff.	

**** Please note: Day Rates include overheads***

Annex 5 – Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1 (c) and 13.2.
- 1.2 The Authority expects its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.
- 1.4 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally and socially responsible, always consistent with best practice environmental management and social standards, policy, and compliant with legislation as per clause 13.1.
- 1.5 The Supplier is expected to achieve continuous improvement in environmental and social performance.

2. Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority expects the Supplier to share this commitment and to understand any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online at:
<https://www.ilo.org/global/standards/lang--en/index.htm>.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Human Right - Modern Slavery, Child Labour, Inhumane Treatment

- 3.2 The Supplier must ensure its Supplier Staff and its sub-contractors and their supply chain comply with the provisions of the Modern Slavery Act 2015; throughout the Term:
 - 3.2.1 shall not use, nor allow its sub-contractors and their supply chain to use forced, bonded or involuntary prison labour;

- 3.2.2 shall not require any Supplier Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 3.2.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.2.4 warrants and represents that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 3.2.5 shall make reasonable enquires to ensure that the Supplier Staff, its sub-contractors, and their supply chain have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 3.2.6 shall have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its sub-contractors' anti-slavery and human trafficking provisions;
- 3.2.7 shall implement due diligence measures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under the Contract;
- 3.2.8 shall not use, nor allow its subcontractors or its or their Supplier Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or sub-contractors;
- 3.2.9 shall not use or allow child or slave labour to be used by its sub-contractors; and its [or their] supply chain
- 3.2.10 shall report the discovery or suspicion of any slavery or trafficking by it or its sub-contractors and its [or their] supply chain to the Authority.

4 Equality, Diversity and Inclusion (EDI)

- 4.1 The Supplier will support the Authority to achieve its Public Sector Equality Duty by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff and its subcontractors in the delivery of its obligations under this Contract:
 - 4.2.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010.
 - 4.2.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities.

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- 4.2.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
 - 4.2.4 advances equality of opportunity between people who share a protected characteristic and those who do not; and
 - 4.2.5 foster good relations between people who share a protected characteristic and people who do not share it.
 - 4.2.6 identifies and removes EDI barriers which are relevant and proportionate to the Contract.
 - 4.2.7 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract;
- 4.3 The Supplier is responsible for;
- 4.3.1 ensuring that it shows due regard for EDI, including within its policies, programmes, projects, and processes and work carried out on its behalf to meet Contract deliverables; and
 - 4.3.2 how it creates and maintains a diverse workforce
- 4.4 The Supplier must take all necessary steps, and inform the Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in the performance of the Contract.

5. Environment

5.1 In this section, the following term has the following meaning:

- “Net zero” means the balance between the production of man-made greenhouse gases GHGs from sources (such as burning fossil fuels, deforestation and refrigerant gases) and the capture in “sinks” (for example, forests, soil the ocean and negative emission technologies (NETs).
- 5.2 The Supplier must have a documented management system and controls in place to manage the environmental impacts relevant and proportionate to the Contract.
- 5.3 The Supplier must consider and reduce sustainability impacts which are relevant to the Contract in accordance with 5.2. Without limitation to the generality of paragraph 1.3 of this Annex, when performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Authority:
- 5.3.1 demonstrate that the solutions and the Deliverables eliminate and/or reduce the impacts of embodied carbon and support the Government and Authority in meeting their net zero carbon commitments.
 - 5.3.2 demonstrate that the whole life cycle impacts (including end of use) have been considered and reduced;

5.3.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

5.3.4 reduce use of single use consumable items (including packaging), and avoid single use plastic in line with Government Commitments

5.3.5 avoid use of products that are linked to unsustainable forest management and deforestation;

5.3.6 comply with Government Buying Standards applicable to Deliverables and use reasonable endeavours to support the Authority in meeting applicable Greening Government Commitments.

5.3.7 look to enhance the natural environment and connect communities with it;

5.4 The Supplier must demonstrate to the Authority the steps that it is taking to further the protection of the environment including;

5.4.1 understanding and reducing relevant biosecurity risks (including those relating to plant and tree health from harmful pests and diseases and from Invasive Non-Native Species);

5.4.2 reducing and eliminating hazardous/harmful substances to the environment and;

5.4.3 preventing pollution.

5.4.4 should an environmental incident occur or if there is a significant near miss these must be reported to the Environment Agency Incident Hotline at the earliest opportunity, and then to the Authority.

5.5. In addition, to 5.2.3 and 5.2.4, the Supplier, its sub-contractors; and its supply chain must;

5.5.1 prioritise waste management in accordance with the waste management hierarchy as set out in Law;

Waste hierarchy;

(a) prevention;

(b) preparing for re-use;

(c) recycling;

(d) other recovery, e.g. energy recovery; and

(e) disposal.

5.5.2 be responsible for ensuring that any waste generated by the Supplier and its sub-contractors; and its their supply chain is sent for recycling, disposal or other recovery as a consequence of this Contract and is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with Law;

5.5.3 ensure that it and its sub-contractors; and their supply chain used to undertake recycling disposal or other recovery as a consequence of this Contract do so in a legally compliant way, undertake reasonable checks on a regular basis to ensure this and provide relevant data and evidence of recycling, recovery and disposal;

6 Social Value

7.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to local and/or national communities through the delivery of the Contract. Where included as part of the Contract the Supplier will provide details to the Authority of the approach taken and benefits delivered.

7.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:

7.2.1 new businesses and entrepreneurs

7.2.2 small and medium enterprises (SMEs),

7.2.3 voluntary, community and social enterprise (VCSE) organisations; and

7.2.4 mutuals

and other underrepresented business groups. The Supplier will identify barriers to these organisations and work actively to remove them, ensuring equal opportunities to compete.

7.3 The Contracts Finder website can be used to help advertise any subcontracting opportunities outside the established supply chain. Other routes advertising to SMEs, VCSE organisations and other underrepresented business groups should be sought to highlight opportunities and encourage a diverse and inclusive supply base.

Short Form Terms

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> • Government Department; • Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); • Non-Ministerial Department; or • Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;
"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority;

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"Controller"	has the meaning given to it in the GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;

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"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of 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 within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;

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"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;

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"Start Date"	Means the start date of the Contract set out in the Order Form.
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

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

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 calendar days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses [NOT USED / NOT APPLICABLE]

(a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.

(b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.

(c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.

(e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.

(f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.

(g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.

(h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.

(i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.

(j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its sub-contractors or suppliers.

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

- (c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.
- (d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.
- (e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- (f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.
- (g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.
- (h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.
- (i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

- (a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;
- (b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

- (a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports as specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

- (i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand
- (ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;

- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

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(f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

(g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 calendar days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

(v) if the Authority discovers that the Supplier was in one of the situations in 57(1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;

(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest. .

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 calendar days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

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12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[link](#)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, sub-contractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or sub-contractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of required insurances on the Authority's request.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

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15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;

- (b) the necessity and proportionality of the processing operations;

- (c) the risks to the rights and freedoms of Data Subjects;

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(d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);
- (c) the Data Subject has enforceable rights and effective legal remedies when transferred;
- (d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and
- (f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

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- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
- (f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

- (a) full details and copies of the complaint, communication or request;
- (b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
- (c) any Personal Data it holds in relation to a Data Subject on request;
- (d) assistance that it requests following any Data Loss Event;
- (e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

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15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
- (b) ensure compliant with the Information Commissioner's Office issued guidance.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

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- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or required by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

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(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

19. No other terms apply

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

23. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

(a) terminate the Contract and recover from the Supplier 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 Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

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30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2. The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email Whistleblowing@Defra.gov.uk."

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy.]

30.2 The Supplier agrees:

(a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is the Environment Agency, please contact Peter Kellett, Director of Legal Services at Horizon House, Deanery Road, Bristol BS1 5AH, email peter.kellett@environment-agency.gov.uk mobile 07810 180974", and

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy".]

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;

(b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- (a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
- (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;
- (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

36.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.