



Department
for Environment
Food & Rural Affairs

Short Form Contract

Conditions of Contract for Services



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1. Interpretation

1.1 In these terms and conditions:

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

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

“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order Number”	means the Customer’s unique number relating to the order for Services to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Regulations”	means the Public Contract Regulations 2015 (SI 2015/102);
“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 set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter, including without limitation to deliver the objectives specified at section 1.3 of the proposal and including any modified or alternative services as may be agreed from time to time in accordance with the Agreement;
“Specification”	means the specification for the Services set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
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- 1.2 In these terms and conditions, unless the context otherwise requires:
- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
 - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

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

3. Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:

- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
- 3.2.3 provide co-operation and information as required by the evaluation team for evaluation purposes as specified in the Monitoring and Evaluation Information Leaflet attached at Annex 3 to the Award Letter, including without limitation by providing the information and assistance specified in the section headed "your role in the evaluation";
- 3.2.4 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
- 3.2.5 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.6 comply with all applicable laws; and
- 3.2.7 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

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

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 Where the Charges are to be paid by way of milestone payments, the Customer shall not be obliged to pay any milestone payment unless the criteria and outputs relating to the relevant milestone have been delivered to the reasonable satisfaction of the Customer.
- 5.5 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.9 In this clause 5, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.10 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.7, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Contractor shall comply with any such notice.

7.2 The Contractor shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

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

provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All Intellectual Property Rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials.
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all Intellectual Property Rights in the materials created or developed pursuant to the Agreement and any Intellectual Property Rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- a. any Intellectual Property Rights vested in or licensed to the Contractor on the date of the Agreement; and
- b. any Intellectual Property Rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such Intellectual Property Rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

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

10. Governance and Records

- 10.1. The Contractor shall:

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

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

10.2. The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11. Confidentiality, Transparency and Publicity

- 11.1. Subject to clause 11.2, each Party shall:

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

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

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

- 11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2. to its auditors or for the purposes of regulatory requirements;
- 11.2.3. on a confidential basis, to its professional advisers;
- 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
- 11.2.6. where the receiving Party is the Customer:
 - a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - d) in accordance with clause 12.

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

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to

the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12. Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
 - 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice,

or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- c. ensure that :
 - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:
- a. receives a Data Subject Request (or purported Data Subject 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;

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

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

- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

14. Liability

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:
- a) loss of profits;
 - b) loss of business;
 - c) loss of revenue;
 - d) loss of or damage to goodwill;
 - e) loss of savings (whether anticipated or otherwise); and/or
 - f) any indirect, special or consequential loss or damage.
- 14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- 14.3.1 death or personal injury caused by its negligence or that of its Staff;
- 14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
- 14.3.3 any other matter which, by law, may not be excluded or limited.
- 14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15. Force Majeure

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

16. Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
 - 16.2.1 (without prejudice to clause 16.2.7), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 where required to do so by law or regulatory authority;
- 16.2.5 the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union;
- 16.2.6 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.7 breaches any of the provisions of clauses 7.2, 11, 12, 13 or 17;
- 16.2.8 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.8) in consequence of debt in any jurisdiction; or
- 16.2.9 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.6 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
 - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
 - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
 - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

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

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the

“Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

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

22. Governing Law and Jurisdiction

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

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
5. Any such further instructions shall be incorporated into this Schedule.

[REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Environmental Land Management: Tests and Trials



Department
for Environment
Food & Rural Affairs

Proposal Development Form

This form will enable you to provide us with more detail about your proposal so we can consider how it will contribute to the development of the new Environmental Land Management (ELM) system.

The form collects information to help understand the following questions:

- What it is you will test or trial
- Whether this will be a test, trial or both, and the rationale for this
- How this will contribute to the design of the new ELM system
- How you propose to undertake your test or trial
- Who will be involved
- Timescales, including milestones of your test or trial
- How much it will cost and what funding you are seeking from Defra
- How you will monitor and evaluate your test or trial

Please read through the Funding and Reimbursement policy prior to completing this form.

	
Proposal Name:	NFU West Midlands – Engaging Commercial Businesses
	

Section 1. Proposer Details

1.1	Name of lead applicant / organisation	 
1.2	Organisation address, including postcode and telephone number	Main business address including post code Agriculture House, Stoneleigh Park, Stoneleigh, Kenilworth, Warwickshire, CV8 2TZ
1.3	Main contact name (if different from 1.1) a) Name b) Email c) Telephone	 
1.4	What is the legal status of your organisation? We need this information to draw up any agreement with you if funding is required from Defra. Examples include: Trading status a) public limited company b) limited company c) limited liability partnership	

	d) other partnership e) sole trader f) third sector other (please specify your trading status)Applicant / Organisation telephone number	
1.5	Is the applicant / organisation linked to any other business or organisation through shared ownership or control?	Yes

Section 2. Proposal Scope

2.1	Is this a test, trial or both?	Choose an item. Test
Tests – focus on specific elements or likely building blocks of the new system. They will be short, low risk, involve limited funding, few participants and will be explorative and iterative. <i>(For example a workshop or structured interviews could be used to test a land management plan).</i> Trials – test the feasibility of new ideas. They will run for varying lengths of time. We will trial innovative and novel approaches to help us evaluate how we might cost-effectively roll these out more widely. Trials can run for various lengths of time and may run beyond 2022. They are more complex and could take longer to establish.		
2.2	Please describe briefly the purpose of your to test or trial and how it addresses one or more of the policy questions (as set out in the guidance).	

	Consider the following ELM theme areas and how your proposal meets one or more of them; • <i>New and Innovative Mechanisms</i> - Mechanisms that will support the delivery of the new scheme (such as adopting new technology or novel approaches to establishing and making payments), that have not been used previously within agri-environment schemes and/or where the mechanism has not previously been used at the proposed scale. • <i>Payment mechanisms</i> – focusing on how the new system will pay participants and the different mechanisms available • <i>Land Management Plans</i> – looking at what mechanism will participants use to plan and record which public goods they will deliver • <i>Advice and Guidance</i> – considering what expert support participants will require to help them plan and record the public goods they will deliver • <i>Spatial Prioritisation</i> – looking at what mechanisms are available to set and agree local priorities within a national framework for the delivery of public goods The overall aim of this test is to produce a set of recommendations for a Land Management Plan which can make a positive contribution to farm business planning. The Land Management Plan is a key element of the new scheme and in order to engage commercial businesses it should be relevant, useful, cost effective and accessible to a wide range of sectors. This test will be farmer led, NFU members have already been consulted about our proposal. We will form two core farmer groups who will play a key role in shaping the Test and workshop content. • North Shropshire/Staffordshire - Farmers involved with this element of the test are located within a lowland arable and horticultural landscape and have an involvement in a range of sectors. We aim to include agribusinesses that have interests in arable, potatoes, horticulture, poultry, livestock and pigs. We will engage with farmers who have not previously been eligible for agri-environment schemes and with those who do not prioritise future engagement. • South Shropshire – This close knit community farm in a biodiverse area of South Shropshire. This landscape includes SSSI, SAC an AONB and uplands. It presents a unique set of challenges for farming businesses. They have a strong track record of engaging with environmental initiatives and there is a wide variety of expertise within the group. Sectors represented in this area include upland and lowland, livestock
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	arable and poultry. There is also woodland and conservation management expertise. The content of this proposal is shaped by the feedback from farm businesses in the test area and it is important that we include the issues identified during preliminary discussions in order to demonstrate that it is a farmer led test. We will seek to engage with businesses who have participated in previous agri-environment schemes, who have decided to exit schemes, and those businesses who have either not been eligible or have found it difficult to secure a scheme. The final report will detail recommendations from the farmer group that includes information on what farm businesses want from a plan and how it could work for lowland and upland agri-businesses. • Land Management Plans We will examine how land management plans can align with and complement existing business planning mechanisms. Can the plans address all aspects of sustainability (e.g. NetZero and Air quality)? Do farmers see them as a stand-alone exercise or do they see them as becoming integral to future business and land management planning? Who will develop the plans? Would this be within the business, via an existing advisor or do they anticipate commissioning a plan from an environmental professional? How will outcomes be appraised, particularly where they are seasonal or transient? What have farmers learned from participation in previous agri-environment and other assurance schemes? What has worked well? How can measureable objectives be delivered? What steps can be taken to reduce complexity and give the farmer confidence that they are delivering within the parameters of their agri-environment contract? • New and Innovative Mechanisms The Lowland element of the test will investigate whether existing on farm datasets and agricultural technology could be used to inform the development of a land management plan that would deliver natural capital outcomes. It will also test the feasibility of using existing on farm data and advisory networks to deliver outcomes collaboratively (e.g. whether groups of farmers are currently using similar software and data that can be used to inform landscape scale decisions). This is an aspect that our farmer group are particularly interested in. It will determine whether groups of farms are using the same advisory teams (e.g. agronomy firms) in a locality and how their work could help deliver agri-environment outcomes. For example, productivity gains that build soil health or mechanisms that improve air quality. It will gather baseline data on the technology and expertise already utilised by a range of farm businesses within a defined area. In the past agri-environment
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	has been developed in isolation from other more commodity focused aspects of a farm business and this test will explore how existing technology and data sets can be harnessed to deliver environmental outcomes that are also beneficial to businesses. For example, can precision agriculture data identify field areas which are suited to particular options and can this be done at a landscape scale utilising existing technology? This could be particularly helpful when identifying areas for use in tree planting or other carbon sequestering activity. • Advice and Guidance The initial questionnaire will gather information on the technical support already available to and within agricultural businesses. For example is there in house environmental expertise (e.g. FACTs and BASIS qualifications) or are they part of a supply chain with environmental support available? It will also ask the following questions: Are they using existing advisers and what expertise should an adviser have in order to deliver land management plans? How would they use a plan? Are farmers willing to pay for the development of plans? Will the adviser be liable for the information given in the plan? What sort of follow up relationship and support is required to implement the plan? Who do these business view as a trusted advisor, and what elements of the business do they currently advise on? Does the business look at wider environmental sustainability issues on a routine basis? The Lowland Group will collaborate on a desk based review of management activities already underway in a workshop/virtual forum setting and identify options to fill current gaps in delivery. They will come together in workshop/ virtual forums to collectively review the measures that have already been implemented, identify opportunities to address gaps in coverage and work together to fill them.
2.3	Describe the objectives of your test or trial and the outcomes and outputs you will capture and evidence. Your objectives are what you intend to have done by the end of the test or trial. You should consider having between 2 and 5 objectives depending on the nature and complexity of you test or trial. Please detail how the activities are appropriate and relevant to the test or trial. Your project officer will help you set out the objectives using the SMART criteria below <i>Objectives should be SMART</i> <i>S - specific, significant, stretching</i> <i>M - measurable, meaningful, motivational</i> <i>A - agreed upon, attainable, achievable, acceptable, action-oriented</i>

	<i>R - realistic, relevant, reasonable, rewarding, results-oriented</i> <i>T - time-based, time-bound, timely, tangible, trackable</i> <i>Example of a SMART objective:</i> • <i>Co-design and develop 50 Land Management Plans across Dunlow County by 31st March 2020.</i> • <i>Develop a landscape plan for Dunlow State Park and agree local priorities, working with local farmers by 31st December 2019</i> • <i>Hold 10 workshops across Dunlow County to consider the Role of advice and guidance to deliver Land Management Plans by 31st May 2020</i> • <i>Trial a reverse auction approach, working with the Dunlow Water Authority, across the River Dunlow Catchment – holding 4 auctions between September 2019 and October 2020.</i>
	1. By the end of October 2020 we will form two core farmer groups (of 10 people) to lead the test and trial and act as a sounding board for the project to ensure that it is farmer led. Due to current Covid 19 restrictions these groups will meet via an online platform (Microsoft Teams). These farmers will include a range of sectors and a mix of experiences with previous iterations of agri-environment delivery. We have already had some discussions with NFU members about the trial and have a range of farmers interested in joining the groups. The farmer groups will shape an initial questionnaire, along with in house experts, in order to ensure that the test is farmer led. Outcome: Two farmer groups for the Test, a draft questionnaire prepared in collaboration with in house monitoring and evaluation experts. By: end October 2020 2. In December 2020 we will circulate questionnaires to NFU members in the test areas. We will circulate them to all farmer and grower members in the study areas and anticipate 100 returns. There are approximately 1,000 NFU Farmer and Grower members in the whole study area. We will book up virtual workshops on a first come first served basis. A meeting notice will be circulated to all those who return questionnaires. We can utilise our call centre to follow up responses and carry out one to one telephone interviews to assist with questionnaire completion. This will include businesses with the following enterprises; combinable crops, root crops and horticulture, poultry, pigs and upland and lowland livestock. The questionnaires will be developed in conjunction with in-house NFU survey expertise and the core farmer group in order to address the questions outlined in section 2.2. A questionnaire template will be available at this point. It will be designed to capture data on a range of questions. These could include following questions, the final content will be refined by the farmer group who will advise on content:

	• Experiences of receiving advice from a range of sources • Existing business planning mechanisms and tools • Existing farm advice and expertise within business (who carries out key environmental management tasks) • Existing on farm data and farm record keeping • Use of precision agriculture • Identification and delivery of public goods • Past participation in agri-environment and delivery of voluntary measures • Practical issues regarding local collaboration (willingness/ barriers) • Barriers to participation in the pig, poultry, upland and horticulture sectors. • Capture the experiences businesses have had of engagement with previous agri-environment schemes asking them what worked well • What would make ELMS participation attractive to a commercial business? Outcome: 1 questionnaire template and 100 completed surveys (a proportion of which will have been completed via telephone interview). By: end March 2021 3. An interim report will be produced from an evaluation of responses in Objective 2. It will include some interim recommendations that will be refined further by the farmer groups within the workshops. Outcome: Interim report with a set of interim recommendations for further discussion produced. By: end June 2021 4. We will run four workshop sessions on the two topics outlined below. If workshops are not feasible due to ongoing Covid 19 restrictions we will look at switching workshop activity to a virtual platform (Microsoft Teams) and we may need to look again at timeframes. Each workshop will be tailored to local conditions in order to reflect the interests of participating businesses. These will get feedback from farmers, refine the results of the questionnaire and ask farmers to produce recommendations. There will be a set of recommendations for the content of the Land Management Plan, along with a template plan, and commentary on advisory mechanisms. This will focus on the elements of the plan that offer useful and practical information for forward planning. Workshop participants will be drawn from the pool of respondents and therefore farmers may choose to attend more than one workshop. We aim to have 25 farmers at each workshop. We will use active facilitation to ensure farmer participation in the workshops and will use a format that makes them comfortable in order to encourage the sharing of opinions (however the format may be revised to take account of Covid 19 restrictions). We will use feedback sheets to aid monitoring and evaluation. The workshops will run between September and November 2021 and will have the following themes: • 4a) Implementation of ELMS; This will link with the outcome of the questionnaire and will focus on; using common tools and/or advisers and why this is or is not happening, what makes a measure
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	attractive, simple verification methods and collaborative delivery of public goods. It will also explore barriers to sharing data with neighbouring businesses. • 4b) The Land Management Plan; how could you use, maintain and fund it within your business. The 25 farmers participating in this workshop will work together to produce a set of recommendations for items to be included within a Land Management Plan. Outcome: Workshop summary and a summary of feedback results. By: end November 2021 5. We will run a series of follow up interviews and a questionnaire following the Land Management Plan workshop. It will be circulated to farmers who did not attend the Land Management Plan Workshop. This exercise will ground truth the outputs of the workshops by asking farmers to comment on how the draft plan would work within their business. We aim to gather 50 responses. Outcome: 50 completed questionnaires and/or interviews. By: end November 2021 6. A final report, including recommendations from a range of farming sectors on the content of a Land Management Plan will be completed by end January 2022. This report will contain a series of recommendations on; • How the plan can be informed by existing farm management tools and advisers. • How farmers view and engage with advice. • The types of farm management tools and local advisers being used. • Whether there is coherence across the farm types/ sectors. • What works well and what would attract businesses into further participation or into joining a scheme for the first time if they were not previously eligible. • A sample of participants will receive a phone call to gather feedback about the project. Outcome: Final report with recommendations and summary of Test activity and lessons learnt. By end January 2022
2.4	How will your test or trial help us to develop the design of the new ELM system? This should include the policy and delivery questions your test or trial will help us answer. You will need to reflect how you will test or trial these questions in the objectives identified above. Please consider the policy questions set out in Annex A to this document. This test will be farmer led and examines how ELMS could interact with commercial businesses in productive farming areas. The questionnaire element captures legacy issues and the experiences these businesses have from engagement with previous agri-environment schemes. This enables an analysis of what works well and what would attract businesses into further participation

	into schemes to be completed via the four workshops. It will also provide a mechanism to identify barriers to participation from sectors that have not previously accessed agri-environment support such as pigs and poultry. The test will ask participating businesses how existing environmental features can be enhanced and linked via the Land Management Plan process. Many of the businesses in the lowland test area have arable and root crops in their rotations which has been seen as a barrier to participation in the past. Some will have poultry and pig units which have not been included within previous schemes. There will also be livestock enterprises within the lowland test area and their views will also be fed into the final recommendations. The upland test area is a mixed landscape of upland farms in close proximity to lowland arable areas. They have a strong history of participation in environmental initiatives and agri-environment schemes. They also have unique challenges around soil, sedimentation and phosphate management. Their experiences as recipients of land management advice will be a valuable element of the test. The major themes of the test are existing on farm data, agricultural technology, soil management, expanding tree and hedge cover, existing advice and the Land Management Plan. This test will answer questions about the building blocks for the Land Management Plan that are already in place on farm and how they can be utilised effectively and collaboratively to develop a landscape scale approach to ELMs delivery. The businesses in the test areas already receive advice from a variety of sources. We will examine this via the questionnaire and workshops in order to capture information about how the existing advice sources are utilised in the test areas. Many members of the groups are experience in the delivery of agri environment and both elements of the project will capture their views on how verifiable public goods can be delivered along with food production. This is an opportunity for farmers to share their experience (in a group they feel comfortable with) and knowledge on what agri-environment approaches have worked well. Many farmers are put off by the complexity of current schemes and the risks to their business of non- compliance and payment recovery. This test offers an opportunity to gather views on how these barriers could be overcome to develop attractive measures. We will ask what steps can be taken to reduce complexity and give the farmer confidence that they are delivering within the parameters of their agri-environment contract. The workshops will examine which public goods can be delivered collaboratively. This is important in an agriculturally productive area which is also in close proximity to sources of population (in some senses the north Shropshire/Staffordshire area could be peri-urban). Their existing data sets may suggest opportunities for networks? This approach is different as it examines
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	whether agricultural data can drive opportunities to deliver public goods rather than focusing on environmental data from outside sources. Within similar sectors it is likely that a wide range of production techniques will be employed. The farms involved with the trial will be able to comment on how the proposed measures work for their individual circumstances. (E.g. how can a network of habitats be delivered where neighbouring farms use different farming practices, such as cultivation techniques).
2.5	What area (geographic location and scale) will your test or trial cover? <i>(Provide a map or geographic description of the general area you will be working, provide this as a GIS data layer if available or just an inserted picture. For those areas with a clearly defined and recognised location, a landscape description will suffice, e.g. National Park)</i>
	The test area covers the county of Shropshire and a small area of East Staffordshire has been included (to capture the experienced of those previously engaged in arable stewardship pilot work). The lowland element is focused on the North Shropshire and East Staffordshire and includes areas of NCA 61: Shropshire, Cheshire and Staffordshire Plain and the northern area of NCA 66 Mid Severn Sandstone Plateau (NE472) Some farmers may also belong to the Meres and Mosses character area. The upland test covers South Shropshire, utilising the existing South Shropshire network of NFU branches (this includes our Ludlow and Bridgnorth Group offices).
2.6	Confirm who will be involved in your test or trial and describe how you will deliver your test or trial. This should include: • Any organisations that will help you deliver the test or trial and their role • The expertise, capability and capacity of the proposal lead to undertake the activities proposed • Who will participate in the test or trial • The type of participants • The number of land managers or farmers participating • How you will select these participants • The mechanisms identified to capture the information and evidence Please include as much detail as possible on the type of participants, such as the farm sector, demographics, land owner, tenant and current engagement in existing stewardship schemes. The test will involve a wide range of farm businesses within the National Farmers' Union, West Midlands Region. These include businesses from a range of sectors (combinable crops, horticulture, livestock, poultry, pigs and dairy). We have held initial meetings with NFU members about the development of this Test

and Trial proposal, there was a lot of interest and 15 business representatives attended the initial meeting which was held at relatively short notice.

These businesses vary in scale (from small holdings to large estates) and have a variety of approaches to running their businesses. There will be a range of individual business objectives, drivers and outlooks. There will also be a wide range of production techniques. The varied membership of the groups give the opportunity to examine in depth how a range of commercial businesses can work together on a landscape scale.

We plan to carry out a questionnaire in the area in order to shape the workshops. We anticipate that 100 businesses would provide answers to the survey. Based on our initial discussions with our membership network we anticipate that 20 businesses would be involved with each of the four workshops.

The survey participants could be self-selecting, however we will utilise our NFU communications networks to ensure it is distributed as widely as possible. We will also raise its profile via our team of County Advisers and Group Secretaries and by using social and traditional media. (Previous surveys have offered a small prize for participation, particularly in lengthy surveys, and this could be considered. Any prize would be of low value and funded by the NFU.)

Many of the farmers are involved in the AHDB Monitor Farm network and AHDB have indicated that they would be willing to assist with the test. We have discussed the initial T&T proposals with local AHDB representatives and they will support us where they can, e.g. by circulating messages about questionnaire and workshops around their networks. AHDB have a very strong network of arable and horticulture farmers centred on their north Shropshire monitor farms. Many of the farmers involved are also very active in the NFU, so there are a lot of synergies between their activities and the themes of the T&T.

There are new facilitation bids emerging in the area so it is likely that farmers will be involved in both projects. It is likely that participation in this Test would complement the work of other groups and clusters.

Proposal lead:

[REDACTED]

[REDACTED]

	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
2.7	Please describe how you will monitor and evaluate the test or trial. Use this section to tell us; a) What data you will collect? b) How will it provide evidence of what has been achieved (E.g. the test or trial objectives, outcomes and impact)? c) How do you plan to collect the data? d) How often will you collect the data? We will gather baseline data via one online questionnaire. This will include information on existing business practices, environmental activity and advice (as described in section 2.2) The data generated will be handled in compliance with the NFU privacy policy. https://www.nfuonline.com/nfu-online/about-us/gdprprivacynotice_v5_2019pdf/ The questionnaire will be designed (with the core farmer group) to capture information on how the ELMS Land Management Plan could be a useful, living document adding value to a farm business. [REDACTED]

	We will utilise our research team to make follow up one to one calls to farmers. They may go through the questionnaire over the phone if we need to increase the response rate. Four Workshops will be held to ground truth the initial results and look in more detail at where the Land Management Plan sits within a business. These workshops may be held using a virtual format if Covid restrictions are still in place. Feedback sheets will be circulated to workshop attendees to aid evaluation. A group of participants will receive a follow up phone call at the end of the project to capture their views about the project. Recommendations will be compiled within a final report (including a section on project evaluation).
2.8	What support, if any, will you need from us to collect, analyse and draw conclusions on the impact and findings of your test or trial? We have in house survey expertise but if additional support is available we would like to examine using this as extra resources may enable us to collate results more rapidly. We would also welcome the opportunity for independent scrutiny of the questionnaire and workshop results.
2.9	What is the timeframe for the delivery of your test or trial? Where possible break this down into areas of deliverable activity. This should be set out in the form of a list of your key milestones within the table below, with dates by which you aim to achieve them. Be realistic, consider risks identified in 2.10 below. Be aware of the farming calendar and how this may impact upon any proposed engagement with farmers and land managers. Please provide a rationale for the frequency and nature of milestones in the text box below. This Test will run from June 2020 until January 2022. This enables the activity to fit in with the farming calendar. We anticipate there will be breaks in activity during busy periods such as lambing, harvest and drilling.

	Ongoing Covid 19 restrictions on social distancing may mean that activity has to switch to on line platforms. NFU staff may be working remotely during this period. This way of working is untested within the West Midlands Region and we will have to support participating farmers to make this transition. Covid 19 restrictions may also affect timeframes which were agreed before we were aware of the extent of the pandemic and the impacts on NFU activity. There is scope for additional activity with the group once established for example producing a template Land Management Plan. The group could also carry out a further validation exercise to testing the refined LMP recommendations.
The proposal holder needs to set out all of the milestones contained within the proposal, including the dates on which they plan to submit claims for reimbursement of costs. The reimbursement costs should relate to the activity outlined within the milestones.	
Milestone	Timeframe
Initial meeting/virtual meeting of core farmer group to shape survey questions and workshop themes	By end October 2020
Initial survey ready to be circulated (template available)	By end March 2021
Interim report and survey analysis	By end June 2021
Four workshop sessions and follow up interviews completed	By end November 2021
Final report including recommendations from participants	By end January 2022
There is the potential to offer further workshops/activity with the group in order to gather additional information on the recommendations and outcomes of the Test.	
2.10	What risks have you identified that could affect the delivery of your test or trial? Identify actions you will put in place to reduce or mitigate the likelihood of the risk occurring.

	• Risks are defined as ‘an uncertain event or condition that, if it occurs, has a positive or negative effect on a project's objectives’. Mitigation is the action/s taken to minimise or eliminate the risk. • Examples include; - o Risk – lack of participation by land managers. Mitigation – hold evening workshops, avoid engagement during busy times of the year. - o Risk – reputational risk if participant's expectations are not met. Mitigation – ensure communications are clear and consistent, participant's involvement is clearly defined and accepted. Lack of engagement from farm businesses. Mitigation - The key risk here is a low number of survey returns. For this reason we plan to offer a prize draw (low value prize such as wellies – NFU funded). We have found that this is an effective method of increasing engagement. We will also utilise existing NFU networks and communication methods to increase awareness of the survey and workshops. We will not issue questionnaires over the busy harvest period as there is a risk that there would be a lower response rate (exact timing of the questionnaire will be dependent on harvest timing). Brexit and ELMS related activity within the NFU which could tie up staff resources and impact on staff time. This is considerably uncertain but it could divert staff resource to other tasks. Mitigation – The test is designed to run from April 2020 until August 2021, an extended period has been allocated to allow for unforeseen delays. We have recently appointed an additional County Adviser to the West Midlands team who will be assisting with the Test and Trials. Facilitator availability. Mitigation - advanced notice given. Farming calendar. Mitigation - Workshops will be planned for time periods where farmers are more available. Weather (good weather conditions take participants away from workshops). Mitigation – The test is designed to run from April 2020 until August 2021 to allow for some slippage in workshop time frames and enable rescheduling if bookings are poor. Covid 19 impacts including social distancing and restrictions on meetings. Impacts on NFU operation and farming industry could tie up staff resources and impact on staff time. Sickness as a result of Covid 19 is a risk.
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	Mitigation – Initial meetings to switch to virtual groups. Workshops to switch to virtual forums if Covid 19 social distancing restrictions are still in place. Timescales and milestones may need to be reviewed.	
2.11	Does this proposal link with any other proposals for ELM tests and trials? <i>(Please provide details including how the proposals link and express your interest with working collaboratively with the other stakeholder leading the other proposal)</i>	
	None that we are aware of, although we are aware that Shropshire Wildlife Trust are developing a Test and Trial in around the Clee Hills	
2.12	Are there any Intellectual Property Rights that may affect the evidence or products developed from your test or trial? Does this proposal link with any other proposals for ELM tests and trials? <i>(Please provide details including how the proposals link and express your interest with working collaboratively with the other stakeholder leading the other proposal)</i>	
	None that we are aware of	
2.13	Will you and the participants consent to share information gathered prior to and throughout the test or trial and have any such information published, in consideration of data protection regulations?	Authorisation Consent

Section 3. Costs

3.1	How much will it cost to deliver your test or trial? Please identify what funding you will need from Defra to be able to conduct your test or trial in the table below based upon the eligible expenditure detailed within the funding and reimbursement policy provided.	
	The types of cost identified must align with those identified within the reimbursement policy as being eligible costs.	

	TOTAL	£21,800 (ex VAT)
3.2	Value for Money (VfM) Please use this section to explain how your proposal provides value for money. (We have a duty to ensure that any government funding provides VfM for the public purse). Please tell us how you have developed your proposal, detailing how the costs included are the minimum required to ensure the delivery of the test and / or trial proposed. We will judge each proposal on its merits, but we will also use the information supplied by you in the table below, to benchmark against similar proposals as part of the VfM assessment. We recognise that some proposals may require more funding to deliver than others. This section provides the opportunity for proposal holders to justify the cost of delivering the proposal. Your Tests and Trials Officer will support you to complete this section. The proposal has been developed in consultation with farmer members. The costs are estimated on the basis of getting workshop facilitation from an external facilitator and their assistance with writing up workshop results and feeding in to the interim and final reports.	

	A payment has been put in for farmer participants to reimbursement the costs they have incurred by spending a half day at a workshop.	
Indicators (Outputs)		Number
No. of new and innovative mechanisms being tested and or trialled		
No. of new IT platforms / systems developed		
No. of new IT platforms / systems trialled		
No. of Land Manager / Farmers participating		100 businesses
No. of LMPs developed		
No. of Landscape / Catchment level Management Plans developed		
No. of new (collaborative) platforms / networks developed		2
Other (please describe)		Interim report, final report and questionnaire data
3.3	Are you already in receipt of any funding to support the delivery of this test or trial? If so, provide a short description of the approximate amount, where this funding comes from and what it is being used for.	
	No	
3.4	Are you reliant upon other sources of funding to enable delivery of the proposal? If the answer is yes, confirm approval of matched funding and or confirm when approval will be granted	
	No	

Annex A

Category	Policy Questions
Land Management Plan	What mechanism will participants use to plan and record which public goods they will deliver? • What data/information will participants require? • Will we require a combination of approaches depending on the public good or type of participant? • How will we monitor and verify that participants are delivering the public goods they have signed up to deliver? • Does the scheme design work for the variety of outcomes/outputs that we want to deliver?
Advice	What expert support will participants require to help them plan and record which public goods they will deliver? • When should this be delivered? • How many accredited experts will we require? • Should advice be mandatory? How much free advice should we give? • How will we ensure the advisers have the skills and knowledge they need?
Spatial prioritisation	What mechanisms are available to set and agree these local priorities? And which is best for our needs? • How do local priorities work within a national framework for the delivery of public goods? • How do we encourage and incentivise the delivery of outcomes that are prioritised in certain areas • How do we encourage and incentivise collaboration for the delivery of public goods?
Eligibility	• Does the system design work for the types of people who haven't been eligible for agri-environment schemes in the past?
Novel and innovative mechanisms	How will the new scheme deliver the outcomes? • What are the range of different mechanisms that could deliver these outcomes and what role could they play in the new system? • Do they work for all outcomes, sectors and geographies?
Payments	What will the new system offer participants? • How will payments for public goods reflect natural capital principles? • In an outcomes approach how do you trigger a payment? • How are payment rates updated overtime to reflect changing local priorities? • How are you setting payment rates for outcomes? • What will public funding pay for and on what basis? • What role could innovative and private finance mechanisms have in the new system?

[illegible]

[illegible]

Annex 3 - Monitoring and Evaluation Information Leaflet



ELM Test and Trials Monitoring and Evaluation

Information Leaflet

July 2019



Department
for Environment
Food & Rural Affairs



Defra has appointed an independent team of researchers to help ensure that learning points from Tests and Trials (T&T) are captured and used to inform the new Environmental Land Management scheme

Defra is working with farmers, land managers and stakeholders such as yourselves to conduct tests and trials for a new Environmental Land Management (ELM) scheme. These will not be testing or trialling environment outcomes but rather the methods and approaches that will form the basis for the delivery of the ELM scheme. Defra has appointed a team of independent researchers to support them in gaining insight and learning about 'what works', where, and why by carrying out a formal evaluation of the tests and trials.

The team is led by consultants, ICF, and supported by ADAS and the Centre for Ecology and Hydrology. The ICF team will be working closely with the ELM Tests and Trials team within Defra to gather and analyse information that will help us to evaluate the work and identify lessons for the design of the new ELM scheme.

This information leaflet explains ICF's role, what information we will be expecting you to collect, as a test or trial project, and how we will be able to help you meet the monitoring and evaluation requirements set out in your agreement with Defra.

The role of the ICF evaluation team

The ICF team has been contracted by Defra to:

- Evaluate findings and learning from the different tests and trials
- Identify factors that might play a role in the new ELM scheme, such as Collaboration and Co-production; Localised prioritisation; Development of Assessment Tools; Attitudes and Behaviours; Mutual knowledge and capacity building etc.
- Provide technical advice, guidance and support to the tests and trials about how to monitor and report on indicators identified to Defra.

We are evaluators, not auditors. We are interested in understanding your experiences delivering your project including what works well, what is more challenging, and identifying the key learning points. We will not be assessing any legal or regulatory elements of your project.

We will be working in partnership with Defra 'ELM Tests and Trials (T&T) Officers'. The ICF team will be engaging with you in relation to evaluation questions. Ongoing contractual, financial and other administrative matters will all be handled by your nominated T&T Officer.

Your role in the evaluation

To evaluate each test or trial, we need to understand

- What your project is testing or trialling;
- What you see is the learning from your test or trial and how it will contribute to the development of the ELM scheme;
- The lessons learnt and success factors for your test and trial and any challenges you encounter;
- The results and impacts achieved.

During the delivery of your test or trial you will be asked to take part in a number of tasks. These are:

22.2 Progress reports

You will provide regular progress reports directly to your T&T officer as outlined in your agreement. This will be the main mechanism for you to share evidence and learning with Defra to support policy development. Defra will be compiling regular reports to disseminate the evidence and learning based on the priority themes for tests and trials, such as the scope of the land management plan.

22.3 Site visit

Your Defra T&T Officer may ask to conduct a site visit to follow-up on any monitoring information provided and request further clarification or information if necessary. The Defra T&T officer will ensure that sufficient notice is provided and will seek to agree a time and date that is suitable for all. The visit will involve an informal on-site meeting. A member of the evaluation team may also be invited to participate in the site visit to provide advice about the evaluation and data collection. Site visits will be infrequent and will be considered on a case by case basis. Each test or trial is not expected to get more than two visits.

We will also need to ask you for some additional information just for the evaluation. We will try to minimise the burden of any information requests.

22.4 Online survey

We will ask that you take part in a short, online survey. The purpose of the survey is to explore whether the test or trial is being delivered as intended, what has worked well and what has been more challenging than expected.

If you are a 'Test', you will be asked to complete a survey at the beginning and towards the end of your test. If you are a 'Trial', you will be asked to complete a survey at the beginning, middle and end of your trial. The survey will ask your views about satisfaction with the processes involved, confidence, and accessibility as well as what has worked well or less well.

22.5 Case study

We may invite you to participate in a case study on a voluntary basis. Case studies will provide us with an in-depth understanding of specific types of tests or trials and the way in which they are operating.

Each case study will involve a number of telephone interviews. We will want to have a conversation with the proposal lead and a number of other people with an interest in the project, such as land managers or partners. We will work with you to make sure that the right people are approached. The interviews will take place towards the end of your project. Their purpose is to capture how the project has developed and changed over time.

We will provide you with a report summarising the key findings from the case study. Case studies will inform the final report we prepare for Defra.

We will provide you with advice and support to help you monitor and evaluate your test or trial

The evaluation team will provide a variety of support to you during your project. This support will include:

- **Webinars:**

You will be invited to participate in webinars that will provide information to help you in delivering your own project monitoring and evaluation (e.g. how to define clear evaluation questions, how to engage any partners or stakeholders).

- **Guidance documents:**

The evaluation team will provide you with short guidance documents to assist you in collecting your monitoring data and conducting your evaluation. These will include:

- How to prepare and complete a monitoring form
- Designing an evaluation approach
- Considerations and common challenges in conducting a project level evaluation
- Analysing, reporting and disseminating your findings

- **General troubleshooting:**

Your Defra T&T Project Officer will be your first point of contact should you wish to discuss any concerns you have about monitoring and evaluating your project or the wider ELM evaluation. They will assess whether you would benefit from additional support from the evaluation team and arrange a further discussion if necessary.

Your information will be protected

The findings from this M&E project will be integrated into evaluation reports that the ICF evaluation team will share with Defra. The final report is expected to be published.

The sharing of data between yourselves, Defra and the ICF evaluation team is governed by your agreement with Defra and Defra's contract with ICF. All of the information you provide will be treated in the strictest confidence and stored securely on a database hosted by ICF.

Your responses to the survey and monitoring data will not be published. Any views you provide will be anonymised and you will not be personally identifiable. Findings from case studies will, however, be reported at an individual level and the type of test or trial will be mentioned. We will not refer to you by name, but it may be possible for a reader to guess based on the description of the test or trial.

[REDACTED]

[REDACTED]

