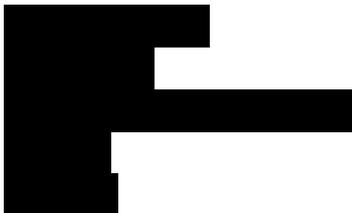




Department
for Environment
Food & Rural Affairs

Nobel House
17 Smith Square
London
SW1P 3JR

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



Our ref: 26741_PAS44
Date: 09/07/2019



Award of contract for the supply of a PAS44 document for Cattle ID Tags

Following your proposal for the supply of a PAS44 document for Cattle ID Tags to the Rural Payments Agency, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between The Rural Payments Agency as the Customer and The BSI Group as the Contractor for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

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

- 1) The Services shall be performed at BSI Group, 389 Chiswick High Road, London, W4 4AL (the Contractor’s premises).
- 2) The charges for the Services shall be as set out in Schedule 3 of the contract.
- 3) The specification of the Services to be supplied is as set out in Schedule 2 of the contract.
- 4) The Term shall commence on 15/07/2019 and the Expiry Date shall be 31/01/2019.
- 5) The address for notices of the Parties are:

Customer

[REDACTED]

Contractor

[REDACTED]

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

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: sip.generalmailbox@rpa.gov.uk or Rural Payments Agency, PO Box 69, Reading, RG1 3YD, United Kingdom. Within 10 Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to sip.generalmailbox@rpa.gov.uk or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

Liaison

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

[REDACTED]

[REDACTED]

[REDACTED]



Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for the provision of a PAS44 document for Cattle Identification Tags

Contract Reference 26741_PAS44

July 2019

Contents

1. Interpretation	1
2. Basis of Agreement	5
3. Supply of Services	5
4. Term	6
5. Charges, Payment and Recovery of Sums Due	6
6. Premises and equipment	7
7. Staff and Key Personnel	8
8. Assignment and sub-contracting	9
9. Intellectual Property Rights	10
10. Governance and Records	10
11. Confidentiality, Transparency and Publicity	11
12. Freedom of Information	12
13. Protection of Personal Data and Security of Data	13
14. Liability	17
15. Force Majeure	18
16. Termination	18
17. Compliance	20
18. Prevention of Fraud and Corruption	20
19. Dispute Resolution	21
20. General	22
21. Notices	23
22. Governing Law and Jurisdiction	23
SCHEDULE 1 - SPECIFICATION.....	25
SCHEDULE 2 - PRICING AND MILESTONES.....	33
SCHEDULE 3 - STEERING GROUP PROTOCOL	35
SCHEDULE 4 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS.....	37
ANNEX 1 – Key Performance Indicators.....	38
ANNEX 2 – Travel and Subsistence Policy	39

1. Interpretation – Annex 1

1.1 In these terms and conditions:

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

“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 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;
“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 Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Schedule 1;

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

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

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

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

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

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

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

3. Supply of Services

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

4. Term

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

5. Charges, Payment and Recovery of Sums Due

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

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

6. Premises and equipment

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

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

7. Staff and Key Personnel

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

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

8. Assignment and sub-contracting

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

9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor shall indemnify, and keep indemnified, the Customer 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 3. The only processing that the Contractor is authorised to do is listed in Schedule 3 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 3 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 3);
 - 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 9.3 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 18.3 shall be unlimited.
- 14.5 The Contractor's liability under the indemnity in clause 9.3 shall in no event exceed a sum equal to 150% of the Charges paid or payable to the Contractor.

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 or Contractor may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
 - 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

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

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.

23. Service Specific Obligations

For this section, the following definitions shall apply:

“PAS” means Publicly Available Specification;

“PAS 0” means Contractor’s governance document on the PAS creation process as updated from time to time

“Protocol” means the Steering Group Protocol at Schedule 3 hereto.

- 23.1. It is essential that procedures relating to the composition of the steering group and review panel are open and transparent. Contractor shall consult with the Customer on the composition of the steering group and review panel but the decision of Contractor shall be final in this regard. At the time of establishing the steering group, Contractor shall require and obtain each member's signature to the Protocol. The Protocol shall be in the form set out at Schedule 3 and shall be signed by the individual from time to time representing an organisation on the steering group. Failure of any member to sign the Protocol will result in that person being immediately removed as a member of the steering group.

- 23.2. In the 18 to 24 months following the publication of the PAS, Contractor may consider (a) initiating a review of the PAS; or (b) its use as a source for the creation of a formal British Standard, European Norm or ISO. The Customer acknowledges and agrees that if BSI in its sole judgement and at its sole discretion decides that neither 23.2(a) nor 23.2(b) is appropriate for any reason, it may withdraw the PAS from circulation.

The Contractor needs to be able to withdraw or revise a PAS for reasons including:

- Conflict with a subsequent BS, ISO or EN; or the Contractor realises
- There is an error,
- It is out of date,
- The Contractor is challenged on the content.

There would be no charge to the Authority under these circumstances.

The Contractor may approach the Authority after the 2 year period to see if they would be interested in sponsoring the revision. However, there is no obligation for the Authority to do this.

If the PAS is out of date, and the client does not want to Authority, the Contractor may withdraw the PAS.

- 23.3. This Agreement together with its Schedules and the provisions of PAS 0 constitutes the entire agreement between the parties in connection with its subject matter and precedes any other agreement whether written or oral in connection with the same. In the event of a conflict between the body of this Agreement and the attached schedules, which are incorporated into this Agreement by reference, the Agreement shall prevail.
- 23.4. Notwithstanding the provisions of clause 11 (Confidentiality, Transparency and Publicity) any PAS development documentation may be publicly disclosed where this is necessary in order to comply with PAS 0.

SCHEDULE 1 - SPECIFICATION

Context

This PAS specifies requirements for the performance and testing of eartags used for the official identification of cattle. This PAS will include specification for electronic identification technology (EID).

The security aspects considered are those concerned with durability, tamper-evidence and safeguarding against a tag's reusability, materials including plasticity, welfare standards and printing processes including durability of print.

The main revisions to PAS 44 will cover the design, specification and colour of official primary and secondary EID cattle ear tags and retrospective EID tags. The scope of the tests will be widened to check that EID ear tags are sufficiently robust and continue to function after exposure to cold, heat and immersion.

Objective

The objective of this project is to revise PAS 44:2014 and publish this revision to ensure the content of the PAS remains current, relevant and up to date.

Brief

The Contractor will work with the Authority to develop, produce and publish the PAS. Specifically the Contractor will:

- Manage and facilitate the standardization and consensus-building process using our unique methodology and standards development expertise
- Develop a clear, concise and consistent document suitable for PAS status
- Edit, produce, and publish the PAS (the Contractor will own the copyright of the PAS)

1.1 Deliverables

The deliverables resulting from the Services include:

- A published PAS of no more than 40 pages in length
- Colour printed and PDF download PAS co-branded by the Contractor and the Authority

1.2 Project scope

This PAS specifies requirements for the performance and testing of ear-tags used for the official identification of cattle. This PAS will include specification for electronic identification technology (EID).

The security aspects considered are those concerned with durability, tamper-evidence and safeguarding against a tag's reusability, materials including plasticity, welfare standards and printing processes including durability of print.

The main revisions to PAS 44 will cover the design, specification and colour of official primary and secondary EID cattle ear tags and retrospective EID tags. The scope of the tests will be widened to check that EID ear tags are sufficiently robust and continue to function after exposure to cold, heat and immersion.

Revisions include "Grandfather" rights relating to testing under PAS 44:2014.

The extent of this revision is given and shown in document PAS 44_2019 v0.10, which can be found in the attachment section of the contract Bravo record.

It does not cover ear tags for other animals.

This PAS is for use by manufacturers of cattle ear tags, farmers, suppliers and regulating bodies.

Note that the PAS scope may be refined further during the PAS development process. Changes could be made in response to comments received following editing to the Contractor's rules for drafting standards and in response to comments received during Steering Group and public consultations. Any significant changes to the PAS scope will be discussed by the Contractor with the Authority before implementation to avoid scope creep and to understand any potential impact on timescales and fees.

1.3 Relationship with existing standards

BS 3900-D10, ISO 7724-3, Methods of test for paints – Part 3: Determination of colour and colour difference: calculation

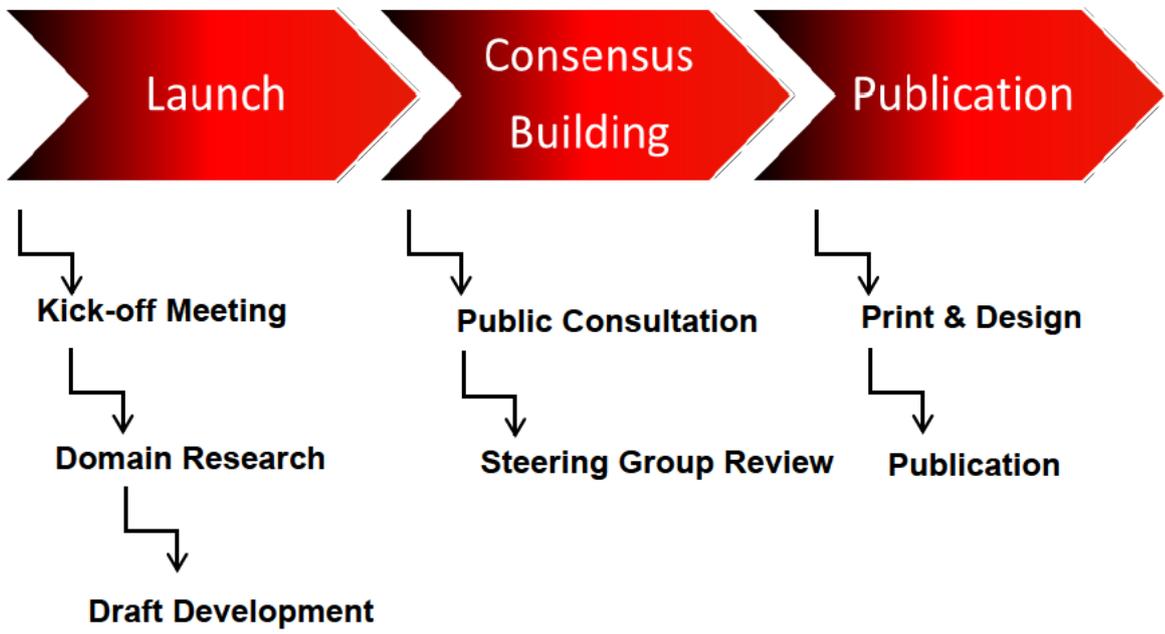
BS EN ISO 4892-3, Plastics – Methods of exposure to laboratory light sources – Part 3: Fluorescent UV lamps

BS EN 20105-A02, ISO 105-A02, Textiles – Tests for colour fastness – Grey scale for assessing change in colour

BS 5252F:1976, Framework for colour co-ordination for building purposes

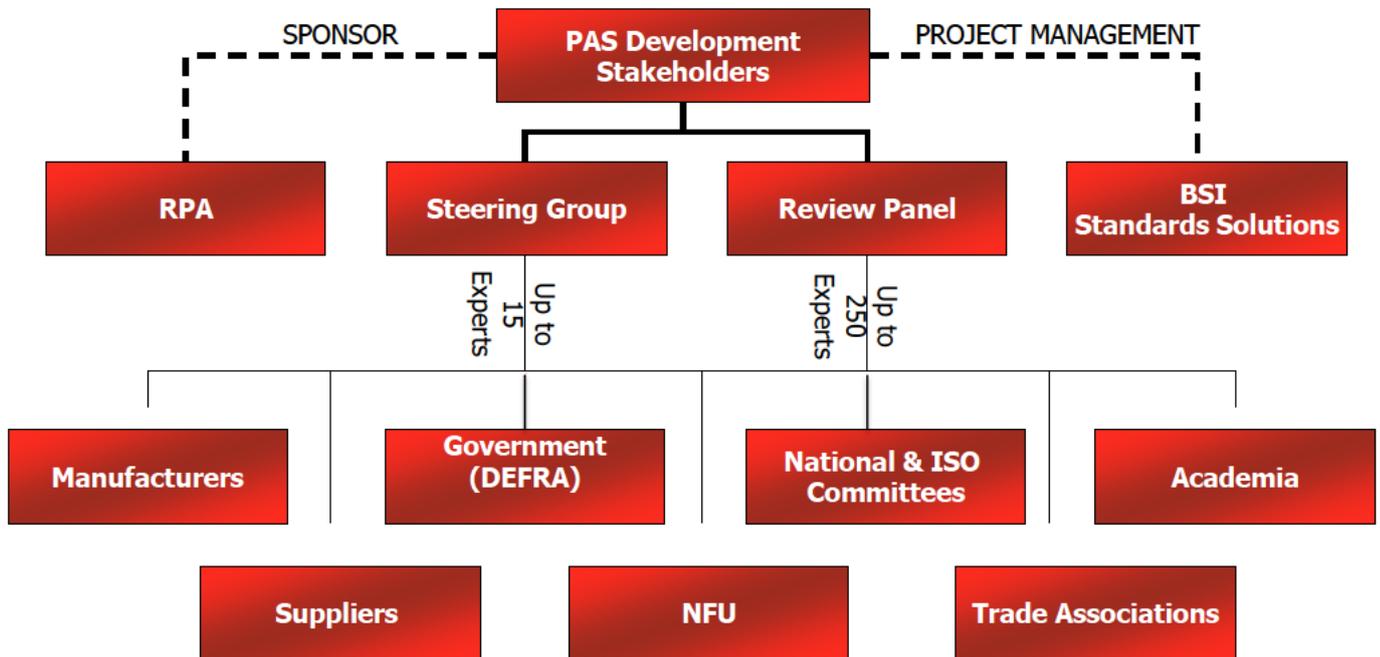
BS EN ISO 3166-1, Codes for the representation of names of countries and their subdivisions – Part 1: Country codes

Process Overview



Project Stakeholders

Overview



Steering Group and Review Panel

The success and credibility of the PAS rests for a large part on the Steering Group which is composed of up to 15 representatives from key industry stakeholder groups. The Contractor will work with the Authority to identify the key stakeholders.

The Review Panel is a broader range of stakeholders, typically up to 150, which are invited to review and comment on the draft document before publication.

In order for the Contractor to publish the PAS it must be satisfied that there is a fair representation of stakeholders during the development process - therefore the final decision on the composition of the Steering Group and the Review Panel will rest with the Contractor.

The Contractor will use its extensive database, technical committees, network of contacts, and work with the Authority to identify appropriate organizations to participate in the development of the PAS.

Contractor Project Manager – Role and Responsibilities

- Allocated at the time of engagement

- Has overall responsibility for the development of the PAS
- Works with the Authority to determine who the Steering Group and Review Panel members should be, ensuring broad and fair representation
- Is the first point of contact for all parties involved
- Provides standards drafting training
- Conducts the domain research and facilitates and chairs all meetings
- Reviews and edits the PAS content, including all drafts
- Produces the final publication

Client Liaison (Authority) – Role and Responsibilities

- Represents the Authority throughout the project
- Coordinates and maintains regular contact with the Contractor's Project Manager on project-related issues
- Provides all technical input and expertise on behalf of the Authority
- Provides a Technical Author
- Signs off deliverables at key stages of the project

Our best estimate of time the Client Liaison will be required to dedicate to the development of the PAS document is:

- | | |
|-----------------------------|----------|
| • Attend meetings | 3-6 days |
| • Continued technical input | 3-6 days |
| • Review of final text | 1 day |
| • Review of design & layout | 1 day |

Technical Author

- Provides all technical input and expertise needed for development of the PAS (see note below)
- Member of the Project Team and Steering Group
Attends all required meetings, including all Project Team and Steering Group meetings
- Develops an initial draft of the PAS based on a scope provided by the Authority with training and guidance from the Contractor's Project Manager
- Redrafts the PAS as required throughout the PAS development process in response to the Contractor's Project Manager, Steering Group and public consultation comments

- Provides all information in an electronic format specified by the Contractor
- Provides changes to any PAS drafts using the track changes function in Word

Our best estimate of time the Technical Author will be required to dedicate to this project is:

- Attend meetings 3-6 days
- Technical content for 1st draft 5-10 days
- Continued technical input 4-6 days
- Review of final text 2 days

Note: The Client Liaison and Technical Author can, but do not have to, be the same person.

Detailed Methodology

Phase 1 – Launch

Kick-off Meeting

At the start of the project the Contractor will hold a kick-off meeting with the Client Liaison and Technical Author to introduce the Contractor's Project Manager. Meetings held outside of the Contractor may invoke an additional cost.

At the kick off meeting the Contractor will also:

- Confirm that the Authority's needs, concerns and requirements are fully understood
- Explain the PAS development process in detail and confirm the scope
- Discuss potential Steering Group and Review Panel members
- Set the Authority's expectations for timescales, amount of input required from all team members, and other operational issues
- Introduce the project schedule, to be signed off by the Client Liaison

Domain Research

After the kick-off meeting the Contractor's Project Manager will conduct research to identify and list:

- Any British (BS), European (EN) or International (ISO) Standards relevant to the scope of the PAS
- Key stakeholders that need to be involved in the process
- Potential issues that may arise during the development of the PAS

The Contractor Project Manager will also engage the relevant Contractor's Technical Committees to inform them about the work and take on board any comments, concerns and suggestions they may have.

PAS Drafting

After the kick-off meeting the Technical Author will finalise the revisions of the 2015 editions of the PAS.

Upon receiving the draft, the Contractor Project Manager will edit it in accordance with the Contractor's drafting rules and work closely with the Technical Author to complete a suitable draft for distribution to the Review Panel (including the Steering Group) during a public consultation.

Phase 2 - Consensus Building

Public and Review Panel Consultation

After the Client Liaison signs off the updated draft, the Contractor Project Manager will make the draft available to the Review Panel (including the Steering Group) as part of a public consultation. The Review Panel will help ensure there is wide consultation, consensus and buy-in for the PAS's requirements.

The draft will be posted on a dedicated website (called the BSI Standards Development Portal), which will be open for one month. An email with a link to the site will be sent to all identified Review Panel members for consultation. To comment on the draft, stakeholders will be required to register on the site, after which they will be able to comment on the whole PAS. The site is open to any interested stakeholder, not just the Steering Group and Review Panel.

Once the comments from the public and Review Panel consultation have been received, the Contractor Project Manager will process and collate all the comments, create an audit trail, and send the comments to the Steering Group for their review.

Steering Group Review

The Steering Group, a representative group of 10-15 industry experts, will meet at the Contractor's offices in London to provide their knowledge and expertise to review, consider and address all the comments raised by the public and Review Panel consultation. The meeting will be facilitated by the Contractor Project Manager and Steering Group members will be required to accept or reject each comment, along with their specific justification.

Upon completing the meeting the Contractor Project Manager will update the draft accordingly, with technical assistance from the Technical Author where required.

After completing the final updates the draft will be distributed to the Steering Group for editorial comments only. The editorial comments will be used by the Contractor Project Manager to complete a final edit of the specification after which it is sent to the Client Liaison for final sign-off.

Phase 3 - Publication

Print & Design

Once sign-off has been received from the Client Liaison, the PAS will be prepared for publication. The document will be produced in a black and white loose-leaf format, the design of which is the same as that used for all British Standards and which doesn't include any photographs.

The Authority's logo will be prominently displayed on the cover alongside the Contractor's.

Hard copy and PDF option: The PAS will be made available as a print-on-demand loose-leaf hard copy document and as a free to download PDF from the Contractor's online shop for a period of 2 years up to the revision of the PAS. The Contractor will own the copyright of the PAS and will provide both hard copy and PDF versions through its normal distribution channels. The price of the hard copy PAS will be set by the Contractor in consultation with the Authority at the time of publication. [REDACTED]

The Authority will receive 25 complimentary copies of the PAS document and each member of the Steering Group will receive 1 complimentary copy. Any additional copies will need to be purchased from the Contractor.

Communication

The Contractor will undertake the following activities in support of the PAS at the time of publication:

- Announce that the PAS has been published in the 'Update Standards' magazine which has a circulation of 20,000 every month

The Contractor also has PR, Communications and Events teams that can provide additional marketing services upon request at additional cost.

SCHEDULE 2 – PRICING AND MILESTONES

1. Contract Value

- 1.1 The Customer will pay to the Contractor no more than the fixed sum of: £24,000 (exclusive of VAT).
- 1.2 This fee includes a licence for free to download from the BSI shop pdf copy for 2 years from publication or until revision if sooner.
- 1.3 Payment will be made in line with 2.1 – Milestones and Payment Schedule.
- 1.4 Subject to any variation of the Agreement, the amounts in paragraph 10.1, above, shall remain firm throughout the duration of the Agreement.
- 1.5 In the event that the Agreement is varied, the amount in paragraph 10.1 shall be adjusted by such reasonable sum as may be agreed, in writing, between the Customer and the Contractor.
- 1.6 All travel and subsistence costs shall be in line with RPA's Travel and Subsistence Policy, (provided at Annex 2) and claimed on an actuals basis. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rates be exceeded, RPA reserves the right to reimburse only up to the stated rate.
- 1.7 Payment shall only be made on completion of milestones, as accepted and signed off by RPA's Project Officer. No partial payments will be made and no other costs will be payable by RPA under this Contract.
- 1.8 The Contractor shall ensure that all invoices include the correct purchase order number (as provided by RPA), the contract number, RPA's contact details, a

qualitative description of the work being completed and shall clearly itemise all costs and link these to the milestones achieved and signed off.

- 1.9 The Contractor shall be responsible for submitted invoices within ten (10) Working Days of RPA's Project Officer confirming completion of a milestone.

2. Milestones

[Redacted]

- 2.2 BSI will use reasonable endeavours to meet the timescale set out herein however due to the nature of the Services and external dependencies, timescales are indicative only and subject to change. Any change in timescales will be communicated to the Sponsor at the earliest opportunity and where reasonably possible kept to a minimum.

- 2.3 The indicative timescale in respect of the Services is 7 (seven) months from the Commencement Date to PAS completion.

SCHEDULE 2 - STEERING GROUP PROTOCOL

To be signed by all Steering Group members

BSI Standards Limited (BSI)

- and -

..... (name of individual)

..... (organisation represented)

Protocol - Steering Group Participation

For:

**Revision of PAS 44:2014 Official identification eartags for cattle –
Specification**

I consent to my email and telephone number being circulated to the other Steering Group members for the purposes of drafting and	Yes/No*
----------------------------------------------------------------------------------------------------------------------------------	---------

developing the PAS.	(*delete as appropriate)
---------------------	--------------------------

BSI Standards Solutions
 BSI Standards Limited
 389 Chiswick High Road
 London W4 4AL
 UK

I,.....
(insert name of Member)

of.....
(insert address of Member)

confirm that I have agreed to become a Member of the Steering Group for:

Revision of PAS 44:2014 Official identification eartags for cattle – Specification

and that I will abide by the following terms while I am a member.

1. While on BSI premises, I shall comply with all BSI requirements and instructions as to health and safety and security.
2. At the start of each Steering Group meeting at which I am present, I shall complete and sign the attendance sheet that shall be made available to me by the BSI project manager.
3. I shall conduct the business of the Steering Group in accordance with the procedures communicated to me by the BSI project manager from time to time.
4. I hold all of the intellectual property rights in all material that I may contribute during the business of the Steering Group and where I do not, if it is required, I confirm that I have all relevant consents from the holder(s) of those rights and am authorized to contribute such material to the Steering Group for the purpose of the development and exploitation by BSI of the PAS.
5. The business of the Steering Group will lead to the creation of a new work (“New Work”). I acknowledge that all copyright in the New Work will vest in The British Standards Institution exclusive of any competing right either I or any third party may have. To the extent that the law may deem any copyright in the New Work to be held by me, in consideration of The British Standards Institution accepting contribution of materials from me, I assign the copyright in the New Work (or any part of it) to The British Standards Institution and will do any other thing reasonably requested of me by The British Standards Institution to ensure that the assignment is valid.

6. There is no conflict of interest created by my becoming a member of the Steering Group. If there is any likelihood of a conflict of interest, I shall immediately inform the BSI project manager and understand that the prospective conflict of interest may disqualify me from further participation in the business of the Steering Group.

7. I shall keep all Steering Group business strictly confidential save for consulting with colleagues on a need-to-know basis on matters agreed within the Steering Group and shall not make any public statement about the participation of other members of the group (including their identity) or about Steering Group business.

Signature of Steering Group Member:

Date of Signature:

.....
.....

SCHEDULE 3 - 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]

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.

Data Processing descriptor	Narrative
[Redacted]	[Redacted]

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

Annex 2

Travel and Subsistence Policy

Travel and Subsistence

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

Rail Travel

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

Mileage Allowance

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

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

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate
London (Bed and Breakfast)	£115
UK Other (Bed and Breakfast)	£75