



Department
for Environment
Food & Rural Affairs



Conditions of Contract

Short Form Enhanced

October 2021

Contents

Order Form	
Annex 1 – Specification	
Annex 2 – Charges	
Annex 3 – Tender Submission.....	
Annex 4 – Sustainability.....	
Short Form Terms.....	



Department
for Environment
Food & Rural Affairs



Evolved Research and Consulting Ltd
Heatherlands
Jordan's Lane
Sway, Lymington
Hampshire
SO41 6AR

Attn: [REDACTED]

By email to: [REDACTED]

Date: 27/10/2022

Your ref:

Our ref: **Ecm_66142**

Dear [REDACTED]

Supply of Developing evidence to support better outcomes from Educational Access options

Following your tender proposal for the supply of **Developing evidence to support better outcomes from Educational Access options** to Natural England, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the **Annexes** set out the terms of the contract between **Natural England** and the **Evolved Research and Consulting Ltd** for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form on the eSourcing portal (Bravo) within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

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

Yours faithfully,

[REDACTED]

[REDACTED]

[REDACTED]

Order Form

1. Contract Reference	Ecm_66142	
2. Date	27 th October 2022	
3. Authority	Natural England Foss House, Kings Pool 1-2 Peasholme Green, Y YO1 7PX	
4. Supplier	Evolved Research and Consulting Ltd Heatherlands Jordan's Lane Sway Lymington Hampshire SO41 6AR Registration number: 11988707 (England and Wales)	
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 1 (Specification) and Annex 2 (Charges) with equal priority. 2. Conditions of Contract. 3. Annexes 3 (Tender Submission) and 4 (Sustainability). <p>In the event of any inconsistency between the provisions of Annexes 3 and 4, Annex 4 shall take precedence over Annex 3.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	To be performed at the Supplier's premises (Evolved Research and Consulting Ltd, Heatherlands, Jordan's Lane, Sway, Lymington, Hampshire, SO41 6AR)
7. Specification	The specification of the Deliverables is as set out in Annex 1.	

<p>8. Term</p>	<p>The Term shall commence on 31st October 2022 (the Start Date)</p> <p>and the Expiry Date shall be 18th December 2023, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to 14 months' by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
<p>9. Charges</p>	<p>The Charges for the Deliverables shall be as set out in Annex 2.</p>
<p>10. Payment</p>	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Accounts-Payable.neg@sscl.gse.gov.uk</p> <p>Alternatively, you may post to: Shared Services Connected Ltd Natural Engln PO Box 793 Newport Gwent NP10 8FZ</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 2 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>
<p>11. Authority Authorised Representative(s)</p>	<p>For general liaison your contact will continue to be</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p> <p>██</p>

12. Address for notices	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
13. Key Personnel	<p>[REDACTED]</p>
14. Procedures and Policies	<p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
15. Limitation of Liabilities	<p>Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £5,000,000 (five million pounds) [whichever is higher] unless specified in the Order Form.</p>
16. Insurance	<p>The Supplier shall hold the following insurance cover from the start date/commencement date for the duration of the Contract in accordance with this Order Form</p> <ul style="list-style-type: none"> - Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £5m; - Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m; - Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m; - Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5m;
Signed for and on behalf of the Supplier	Signed for and on behalf of the Authority

Name:	Name:
Job Title:	Job Title:
Date:	Date:
Signature:	Signature:

Annex 1 – Specification

This Annex sets out the Authority’s requirements.

The educational access option, whereby farmers and other land managers can open their premises to school children, provides the opportunity for educational groups to learn about the links between farming, food production, conservation, landscape, and historical features, and to develop field study, research, and other curricular skills. These are by no means limited to the ‘conventional’ subjects such as geography and science. Aspects of the curriculum in maths, arts, music, history, ICT, PE, and design and technology, and promotion of pupils’ personal development can all be delivered through such study visits. The farmer or wildlife site manager or a designated member of staff, (referred to as “providers” within this document) accompanies groups to provide information about the farm, and the environmental benefits being achieved through its participation in agri-environment schemes.

Defra and its predecessors have long supported the option in its agri-environment schemes for farmers to be paid for providing educational access to their land, first via the Countryside Stewardship Scheme (CSS) then through the Higher-Level strand of Environmental Stewardship (HLS) and more latterly Countryside Stewardship (CS) Higher Tier, extended in 2021 to include Mid-Tier. In CS, the Educational Access option (ED1) is currently funded at £290 per visit for a maximum of twenty-five visits per year. The original CSS and HLS schemes funded each visit at £100 requiring a minimum of 4 visits to be undertaken before an annual claim could be presented. All schemes have included a one-off capital payment option for Countryside Education Visits Accreditation Scheme (CEVAS <https://www.visitmyfarm.org/cevas-farmer-training>). Grants for capital items associated with educational access have also been available for past schemes and continues to be available in CS Higher Tier. This included payments for such items as hand washing facilities, toilets, and classrooms as well as educational materials and unique projects. Further information on these and guidance for the CS options is available from gov.uk at the following:

[ED1: Educational Access](#)

[AC2: Countryside Educational Access Visits Accreditation](#)

[AC1: Access Capital Items](#)

Guidance on HLS: [Natural England - Higher Level Stewardship](#)

Details of farms offering educational access visits used to be publicly available under the ‘educational opportunities’ section of the Defra access website at: <http://countrywalks.defra.gov.uk> but this website is no longer published. Instead, providers are encouraged to self-publicise locally and to consider an entry on the Countryside Classroom website: <https://www.countrysideclassroom.org.uk/>

Underrepresented groups in the countryside include older people; people from black, Asian and minority ethnic backgrounds; people living in the most socio-economically deprived areas; and those experiencing poor health. This suggests that some teachers and some groups of pupils may therefore be less familiar with spending time outdoors, which could potentially affect the choices of teachers / schools to pursue educational access visits on farms; and that visits with schools may be one of the main ways that some groups of school age children access the outdoors. There are also a range of barriers to access the natural environment, including geographical proximity, accessibility and how they can get there (e.g. resources available to hire a coach / use a school minibus / rely on public transport; whether the school pays / pupils have to pay to get there etc).

Previous reviews of Defra's Educational Access Option

A review of access in agri-environment schemes was carried out by Defra between 2002 and 2003 as part of a wider review of these schemes. The review focussed on agreement holders and stakeholders. Key needs that the review identified in relation to educational access were the need to improve the information provided for educational access users, and to offer more assistance to agreement holders with preparation of (i) teachers' information packs, (ii) health and safety information and (iii) other information publicising the educational access option.

A further study was carried out in 2006 and 2007 by Bowden and Drew et al (2007). The focus of this study was not on the content or pedagogical approach, but it found that teachers explored only limited areas of the school curriculum on farm visits, suggesting a lack of understanding of their potential. Schools visiting rarely looked at, for example, Design and Technology themes despite the remarkable range of technology in use on farms. The report concluded that "Most users felt that their visits delivered a range of educational benefits, including personal development and enriching life experiences", but the study did not review if there are changes to provision that could increase the value gained from such visits.

A recent study carried out in 2021 and 2022 built on the findings of Bowden and Drew et al's report. It reviewed best practice in non-residential outdoor learning and compared this to current provision on educational access sites, leading to the development of recommendations for Defra, providers, trainers, and teachers that could increase the value gained from visits to educational access sites.

Aim

The main aim of the project is to develop the evidence-base to better support Educational Access visits for farmers, teachers, and pupils (KS 1-4) by addressing the gaps in existing evidence through field observations, surveys and focus groups to inform the development of guidance and resources for teachers and farmers.

Objectives

1. To identify and define successful outcomes from educational access visits for pupils and teachers including (but not limited to) connection to/ appreciation of food, farming and the environment; development of soft skills; the national curriculum; inclusive relationship development between peers, pupils and teaching staff; pupil behaviour; physical health and mental wellbeing of pupils and teachers; development of teaching practice; inclusive learning styles; engagement/ enjoyment of learning; educational attainment; new experiences.
2. To identify the factors that lead to the successful outcomes identified in objective 1 for teachers and pupils by:
 - a. Observing and capturing the benefits of non-residential educational access visits to learners and teachers.
 - b. Reviewing learning experiences and activities which add value through supporting delivery of the national curriculum.
 - c. Identifying the perspectives of teachers and pupils on providers' delivery of these visits, and their experience of these visits.
3. To identify interventions that would support more educational access visits that achieve more of the successful outcomes identified in objective 1.

4. To identify how to best support and enable schools and/ or teachers that are not confident about using the outdoors, including those whose pupils are from low income and ethnic minority households, schools that have limited access to the natural environment, and where mainstream school groups include people with physical or mental health conditions.
5. To develop recommendations for resources for teachers and providers which would support and enable support for teachers in delivering curriculum-based activities and encourage more schools to take up the option of visiting farms.
 - a. Tailor and design these recommendations to best leverage advantages to learners across the national curriculum and reduce barriers to teachers.
 - b. Develop evidence around how those recommendations would be used in practice and enable the interventions to happen at scale.

“High quality” is defined as provision that meets the requirements of the Learning Outside the Classroom Quality Badge or equivalent. Quality Indicators in detail (<https://lotcqualitybadge.org.uk/>)

Project Scope and Requirements

The first stage of the project will be a collation and review of resources available to teachers and providers to summarise what is considered to be current best practice in guidance / resources available on outdoor education support and enabling support for teachers during outdoor visits; and how to best support and enable teachers that are not confident about using the outdoors, and pupils from low income and ethnic minority households, schools that have limited access to the natural environment, and where school groups include people with physical or mental health conditions; particularly day visits (non-residential) to farms and wildlife sites, relevant for education for Key Stage (KS) 1-4 or equivalent.

The project will engage with schools and teachers in England through pre- and post-educational access visit surveys to understand perspectives on current delivery to best tailor resources for providers and teachers for the educational access option. The project will also involve carrying out observations during visits and post-visit focus groups with children to capture benefits to learning, health, wellbeing, and connection with the outdoors, as well as those outlined in objective 1, and inform the development of guidance and resources. The project will also include data collection from schools that do not do any educational access visits to farms, to understand why not and develop evidence around barriers to accessing this opportunity through a survey which is later supplemented by ~10 in-depth semi-structured interviews with a selection of teachers. The project will present an analysis of the findings, highlighting good practice and developing guidance and recommendations that links to the curriculum for teachers and providers to best support educational access visits for the benefits of the children, teachers, and farmers.

The scope does not include an assessment of care farming or special needs provision, except where pupils with particular needs are included within mainstream education.

Task 1 – Resource review

The first task is to collate and review the current offer of resources for farmers, teachers, and pupils for outdoor education, particularly day visits (non-residential) to farms and wildlife sites, relevant for education for KS 1-4 or equivalent.

The review should include existing literature/ resources including but not limited to:

- Past projects commissioned for the Agri-Environment Monitoring and Evaluation Programme.
- Other reports and studies from the Defra Publications Pages and Natural England Access to Evidence catalogue.
- Published peer-reviewed studies within the worldwide education science and outdoor education literature.
- Search by key word(s) and sort results by relevance. Rate the different (evidence) sources by relevance and quality, and by the direction (and where possible, magnitude) of effect (positive, neutral, negative).
- Access to Farms network resources as listed under 'Further information' within [ED1: Educational Access](#)
- [Council for Learning Outside the Classroom](#)

The resource review should be run in parallel with preparations for and delivery of the field research.

Task 2 – Assess schools/ teachers' perspectives of the educational access option

This task is to gather information/ perspectives from teachers (KS1-4) and identify schools and farms that are interested to partake in the later stages of the research. Two forms of teacher data collection through surveys and interviews will take place:

- a. Surveys (>100) and interviews (~10) with teachers (KS 1-4) currently not involved with educational access visits (i.e., teachers who have never been involved with educational access visits and who will need to be identified separately by the contractor and not through the initial survey to Educational Access agreement holders) to understand why not and develop evidence around barriers to accessing this opportunity.
- b. Pre-visit and post-visit teacher surveys (>100) and interviews (~10) to understand perspectives on current delivery, and to best tailor resources to support/ enable support to teachers for educational access preparation, on-site visits, behavioural management expectations and legacy effect of visit. The surveys should be run in parallel with preparations for and delivery of the on-site observational research and interviews

Baseline information about the schools should also be gathered in the survey to ensure a representative sample can be gathered for the next stages. This includes collecting information about the factors influencing decisions to include farm visits in their educational offer, which subjects are prioritised for this, information about the demographics for the school etc.

Sample identification

Using data provided by Natural England, an online survey should be sent to Educational Access agreement holders (about 690 total agreement holders). The data provided by Natural England may need to be cleaned. Previous contact for research with scheme holders involved 345 respondents being contacted and a 25% full response rate. The number of agreement holders contacted will be subject to approval by Defra's Survey Control Liaison Unit (SCLU).

The data will be supplied under the provision of:

- Any copies or cuts of the data are kept securely, and password protected.
- A pathway to the storage location of the data must be sent to Defra's Data Services.
- Only the minimum number of people possible will be contacted and that the contacts details are kept private (e.g. please avoid a mass email containing everyone's emails addresses).

The purpose of this survey is to:

- identify which farms are happy to participate in the rest of the project, including observations of visits
- identify schools that farms have hosted, to approach to participate in the rest of the project
- collect baseline information about the farms to assist with sample specification. Size in hectares and location of farm can be extracted from sampling details, however other provider characteristics and their current delivery will need to be sourced by the contractors through the initial survey to educational access agreement holders.

Contacts for schools currently involved and not involved with educational access visits will need to be sourced by the contractors. Contractors will be required to develop school/ teacher sampling criteria. The scheme covers the whole of England; therefore, the research is required to be representative and not focus on a particular region of England.

The task will involve the development of online teacher surveys followed up by a telephone or MS Teams (or equivalent) interview for a sample of 20 teachers (10 teachers for Task 2a, 10 teachers for Task 2b/3). The detail of the questions will need to be agreed with the Project Steering Group. Participants in the online survey will be asked if they are willing to engage in a follow up interview. Participants in the online pre-visit survey will also be asked if they are willing to engage in a field study involving observations and focus groups of children (see Task 3). Criteria will need to be developed to identify a representative sample of schools (to reflect a range of factors that may influence access to these farm visits, such as urban/rural, free school meals, etc) and providers of educational access for KS1-4 (e.g. farm business type or wildlife site (small farmers, larger estates, eNGOs) and focus (e.g. livestock, arable, mixed).

The survey and interviews

The detail of the questions for all surveys and interviews will need to be agreed with the Project Steering Group, but the tender should demonstrate an understanding of what the surveys are aiming to achieve and the methodology for analysis.

The survey should be possible to complete within 30 minutes. The contractor is required to develop the survey to record and analyse key information about teachers as set out in the above objectives, including perspectives and successful outcomes. The survey should utilise pre-defined (closed question) answers wherever possible. The information collected through the surveys should include (but not be limited to):

- characteristics of school education visits funded by stewardship schemes (group size, subject type, year-group, selection of farms available to visit)
- topics teachers requested to be covered on visits- recorded against age/KS, (including the Countryside Code), check against national curriculum
- topics the teacher believed could be covered on visits but were not requested (and why), recorded against age/KS, (including the Countryside Code), check against national curriculum
- activities undertaken for each KS (pedagogical approaches),

- the wider non-cognitive benefits of outdoor learning and how these are delivered
- characteristics of the teacher, including qualifications, experience of outdoor education/ educational access visits, motivations and confidence, whether they spend time in outdoor spaces and their demographic characteristics (to make the link with MENE/PANS data and explore whether teacher engagement with the outdoors is associated with particular outcomes in relation to educational access visits to farms)
- the use of teacher information packs, standard pre-visit information (see Rickinson et al 2004)
- the use of any resources and guidance before, during and planned for later; including provided by whom and in which formats (e.g. printed, digital etc).
- how isolated is the visit in terms of topics/ themes covered/ aim of the visit/ legacy effect of the visit/ whether there are multiple farm visits
- role of provider and teacher during the visit
- new measures, support or guidance that teachers believe would improve quality of provision, and enable teachers to build outdoor education/ visits into their teaching practices
- Perception of children's engagement and behaviour during the visit
- Teacher confidence in attending the visit, including attitude, enjoyment.
- Perception of delivery by provider/ themselves/ other teaching staff during visit

The survey results should provide sufficient information to elicit current practice and factors that are relevant to the quality of outcomes and should be analysed using relevant methods.

Results from the surveys must be presented in summary in the report, and full data, which must be anonymised, supplied to NE and Defra to be archived for open social research.

Following approval from the steering group, the survey and interview questions will also need approval from SCLU which will take up to 6 weeks. All data must be anonymised, and participants must be informed of this prior to participation.

Task 3 - Assess a sample of farms delivering educational access through observations and focus groups

The key point of this task is to gather information about current practices on farms offering educational access through ~30 observations of visits and ~10 focus groups with the children participating. The tender will need to set out the methodology for the field study and analysis.

Sample identification

Achieved during Task 2.

The observations and focus groups

The methodology of the observations and questions during the focus groups will need to be agreed with the Project Steering Group, but the tender should demonstrate an understanding of what the observations and focus groups are aiming to achieve and the methodology for analysis.

Following approval from the steering group, the focus group questions will also need approval from Defra's SCLU which may take up to 6 weeks. All data must be anonymised prior to analysis, and participants must be informed of this prior to participation.

Each focus group should last up to 45 minutes. The contractor is required to develop the methodology to record, transcribe, anonymise and analyse key information about the observations and focus groups, including (but not limited to) the children's enjoyment, engagement, behaviour and other thoughts about the visit. The information collected through observations and focus groups include (but not limited to):

- topics covered on visits recorded against age/KS, (including the Countryside Code), check against national curriculum
- approach and activities undertaken for each KS (pedagogical approaches), demonstrating positive/ negative responses from pupils/ teachers
- the wider non-cognitive benefits of outdoor learning generally and during educational access visits and how these are delivered
- facilities and features that are being engaged with
- the use of resources and guidance (provided by whom, in what format, when, where)
- role of provider and teacher during the visit
- engagement and visit interactions of teachers and pupils.

Results from the observations and focus groups should be analysed using relevant qualitative data analysis methods/software. Results from the field study must be presented in summary in the report, and full data, which must be anonymised, supplied to NE and Defra.

Task 4 – Analysis and report on factors that would improve outcomes from educational access visits

The results from the field study should highlight good practice and gaps to inform guidance and resources, while addressing the objectives and include the following:

- Attitude, perspectives, and engagement on delivery from teachers and pupils.
- Key factors that demonstrate benefit to learners, teachers, and providers.
- Curriculum content, which topics are best communicated / enjoyed on farm sites.
- Perceived best pedagogical approaches and perspectives of delivery.
- The characteristics of visits which support successful outcomes for providers, teachers and pupils.

The report should state recommendations that support improvements to educational access to improve value such as:

- Topics to inform the development of the future agri-environment scheme, guidance / resources to support and enable support for teachers who wish to visit educational access sites and include outdoor education within the national curriculum topics.

Task 5 – Reporting

This project will be delivered in two phases aligned with the financial years 2022/23 and 2023/2024.

An interim report (end of financial year 2022/23) by **20th March 2023**, including the results of the resource review and related material and detailing the survey and focus group questions and analytical methodologies to be used for Task 1, 2 and 3 is required (see GANNT chart).

The production of a comprehensive final written report covering all objectives and tasks of the project, is to be finalised by **18th December 2023**. This should include:

- Context – brief background and objectives of the project
- Methodology (including any caveats and assumptions used)
- A section on each of the Tasks which presents and analyses the data and summarises the main findings from each Task.
- A synthesis and analysis of findings across all the tasks which addresses the objectives set out in this specification.
- Conclusions and recommendations for improvements to current scheme delivery and future scheme design based on the evidence from this project.
- Executive summary – a brief overview of the project and its main findings. This should be suitable for a Policy audience. Bullet points to highlight the key points may be useful.

Bidders should be aware that Natural England and Defra intend to publish final reports on Defra science web pages. All reports should be provided in MS Word and PDF format and should be fully accessible following NE and Defra accessibility guidance and templates.

General requirements

Researchers/ surveyors must be familiar with the literature on education outdoors.

All works must adhere to Natural England's ethics requirements and the Survey Control protocol (see below). Contractors must be GDPR-compliant.

The resource review, surveys, interviews, observations and focus groups should ensure the aims and objectives are addressed.

The contractors will develop participant information and consent sheets for different types of participants (adults and children) which will require review by the steering group and by survey control.

To optimise the transparency of the research, contractors should transcribe any recordings and anonymise these, sharing them at the with Natural England, and ideally archiving these for future reuse as for the survey results.

Outputs

The outputs of this tender are:

- The successful bidder will be required to provide the NE project manager with short written updates (approx. 1 side A4) of progress on a monthly basis.
- A resource review.
- Surveys, interviews, observations and focus groups and analytical method.
- All raw data from surveys, interviews, observations, focus groups (including transcriptions) should be anonymized and be supplied to the NE project manager in a compatible format.
- All anonymized data from the research should be uploaded to [UK Data Archive](#).
- An interim report of results and analysis.
- Draft final report submitted which fully complies with Defra and Natural England accessibility requirements.

- Report sent for peer review. *The report will be externally peer-reviewed (note: the contractor will be responsible for arranging peer-review by two appropriate reviewers, to be agreed with the Natural England project officer) and be suitable for publication as a Defra science report. There should be a minimum of two peer reviewers, and they must be independent of organizations working on the project. A cost for peer review should be itemised in the tender. This should take into account staff time to organise the peer review, staff time to edit reports in light of the reviews (subject to steering group agreement) and cover costs for reviewers if required. For carrying out the peer review Natural England will provide:*
 - a. A form for peer reviewers to complete to guide them through key questions.*
 - b. A declaration for reviewers to sign regarding the use of confidential information and any conflicts of interest.*
- Natural England and Defra require the opportunity to comment on draft final reports (including summary and infographic) after peer review to allow time for review and revision.
- All data collected during the survey, including any hard copies of field sheets and associated spreadsheets populated with data will be provided to NE/Defra at the completion of the project.
- A 2-page executive summary document detailing key outcomes and conclusions of the project (to be produced using the template attached at Annex 2).
- One or more infographics showing key findings/results.
- A 45 mins webinar presentation (with 15 mins for questions) of final results to key Natural England and Defra staff.

Management

- The successful contractor should appoint a project leader who must have sufficient experience, authority to act on behalf of the contractor and time allocated to manage the project effectively. The project leader will be responsible for the management and delivery of the project and will act as the liaison point with the NE Project Manager. A project initiation call between the contractor project leader and the NE Project Manager will be required within one week of the start of the contract.
- NE will establish a Project Steering Group (PSG) to oversee the contract including representatives from NE and Defra and other partners, if applicable.
- The Contractor Project Leader in liaison with the NE Project Manager will be responsible for convening and chairing six PSG meetings. These should be held on Microsoft Teams or equivalent video conference facility. The meetings will be convened at project initiation, submission of literature review, questionnaire, results, first draft and final draft.
- Secretariat and production of minutes from meetings is the responsibility of the successful contractor who will share meeting minutes with the project team and steering group where applicable.
- The Contractor Project Leader will send a short (approx. 1 side A4) progress update to NE Project Manager once a month and schedule monthly (minimum) catch-up calls to ensure smooth delivery.
- Invoices against project milestones should be submitted directly to SSCL using the information on the purchase order, cc-ing in the NE Project Manager by email. Invoices will need to include supporting evidence relating to spend incurred (e.g. brief summary of time input, travel and subsistence incurred etc).
- The NE Project Manager will provide copies of all the relevant agreement and baseline assessment documentation once the sample has been agreed (agreement holder contact details).

Property rights, publication and confidentiality

- All data resulting from this project, project documents and other materials will be the property of NE. Any data collected will be made openly and publicly available.
- NE and Defra intend to publish the final project report as a Defra science report. The published report will be made available on the NE and Defra Science websites. It is likely to be shared directly with partners as part of regular liaison over the progress of Countryside Stewardship and wider RDPE Delivery.
- NE encourages widespread publication, and welcomes the use of appropriate trade press, peer-reviewed journals and sector-specific journals, but it is a requirement that all plans to communicate outcomes, including publications and oral presentations, from funded research are agreed with NE Project Manager (who will ensure NE and Defra QA requirements are met) at least 2 weeks before publication or presentation. The appointed contractor is also to be aware that NE and Defra request acknowledgement in the publication of their funded research.
- The Contractor will be responsible for ensuring the quality of the work (e.g. proof reading, ensuring clear English), the presentation of the final report and any other material to be published.

Resources

- The project is expected to start on 31st **October 2022** and finish no later than **18th December 2023**. Bidders are reminded that cost is one of the factors that will be considered when assessing bids.
- Research contracts are let on a firm price basis (excluding VAT). This is an all-inclusive price for the contract and, so long as the scope of the contract remains the same, it is not subject to any review, amendment or alteration.

Milestones

In order to assist NE Project Manager to observe the progress, we request that you include sufficient milestones within the project that will demonstrate the progress of the research.

Compulsory milestones are as follows:

- Outline Project Plan and ethical principles and/or procedures to be submitted following the inception meeting by **31st October 2022**.
- Submission of draft methodology to PSG by **28th November 2022**.
- Submission of draft resource review by **30th January 2023**.
- Submission of draft interim report (end of financial year report) detailing the results of the resource review and related material and detailing the surveys, interviews, and focus group questions and observations and analytical methodologies to be used for Task 1, 2 and 3 is required and any analysis of initial results by **20th March 2023**.
- Submission of draft final report by **30th October 2023**.
- Submission of final report including summary and infographic **18th December 2023** (please note, payment will not be released until the report has been reviewed and deemed satisfactory by NE Project Manager).
- Dissemination activities e.g., webinar to NE/Defra by **18th December 2023**.

Chronological Anticipated Summary of Deliverables re Reporting / Outputs / Milestones / Payment KPI's

Completion Date	Deliverable	Reporting Outputs / Milestones Payment / KPI
1st of each month	Monthly A4 Update	Reporting
28/11/22	Submission of draft survey and interview questions and methodologies for Task 1, 2, 3 to PSG for comment and approval	KPI Milestone and payment
09/01/23	Submission of survey/ interview questions, observations methodology for SCLU approval	Mandatory Milestone
30/01/23	Submission of draft resource review submitted to PSG for comment and approval	KPI Milestone and payment
20/03/23	Submission of draft end of financial year report detailing resource review, methodology and early analysis/ update of initial results	Mandatory Milestone
25/07/23	Conduct surveys, interviews and observations for Tasks 1, 2, 3 (approval from Defra SCLU should be forthcoming by 20/02/23 at the latest). Identify participants for interviews/ observations/ focus groups from online surveys.	KPI Milestone and payment
25/09/23	Results and Analysis submitted to PSG for comment and approval. All raw data to be supplied to the NE project manager in an Excel-compatible format	KPI Milestone and payment
30/10/23	Final Report (draft) for peer review and to PSG	Mandatory Milestone
27/11/23	Outputs from peer review and PSG returned to supplier	
18/12/23	<p>Final draft (post peer review) submitted for final pre-publication checks by PSG and Defra publication team (including executive summary and infographic)</p> <p>Final Report – Covers all objectives and tasks</p> <ul style="list-style-type: none"> • Context – brief background and objectives of the project • Methodology (including any caveats and assumptions used) • A section on each of the Tasks which presents and analyses the data and summarises the main findings from each Task (the full resource review should be attached as an Annex) • A synthesis and analysis of findings across all the tasks which addresses the objectives set out in this specification. • Conclusions and recommendations for improvements to current scheme delivery and future scheme design based on the evidence from this project. • Executive summary – a brief overview of the project and its main findings. This should be 	KPI Milestone and payment

	<p>suitable for a Policy audience. Bullet points to highlight the key points may be useful.</p> <p>Bidders should be aware that NE and Defra intend to publish final reports on Defra science web pages. All reports should be provided in fully accessible MS Word and PDF format.</p>	
18/12/23	All data and metadata collected during the survey, including any hard copies of field sheets and associated spreadsheets populated with data will be provided to NE/Defra at the completion of the project	Mandatory Milestone
18/12/23	A presentation of final results (by webinar) to key NE and Defra staff.	Mandatory Milestone

IPR and Data Sharing

All data resulting from this project, project documents, Intellectual Property Rights and other materials will be the property of NE.

To facilitate the project aims, NE's Data Services team will liaise with the successful bidder to generate a contractor data licence. The contractor will be responsible for applying to and liaising with the Data Services team in requisite time in order to obtain the necessary data. NE Project Manager will assist in this and make a preliminary enquiry on behalf of the project but, following outline approval the successful bidder will be required to provide a full data request as required to meet the detail of their tender.

Data will be supplied to the successful bidder via secure data sharing in a format to be agreed with the bidder and NE's Data Services / Geographical Information Services team.

All information provided to the contractor for the purposes of this project, shall be kept securely, confidentially and disposed of at the end of the project. It must not be used elsewhere without prior consent. The supplier will be required to follow NE's Data Protection Policy and only act on information provided under our instruction.

Ethical Requirements

As surveys, observations, focus groups and interviews are to be undertaken as part of this study, approval will need to be gained from NE's Research Ethics Committee in addition to the SCLU in Defra. Any structured approach made by or on behalf of the Government in order to obtain aggregated data is classed as a statistical survey and should be referred to SCLU. This also applies to customer satisfaction surveys.

NE and Defra are strongly committed to minimising the burden they place upon businesses and local authorities. As a result, proposals for new data collection with people must be assessed by the SCLU. In order to undertake the survey of agreement holders, proposed as part of this project, approval will need to be gained from the SCLU. NE will make the initial application but following outline approval the successful bidder will be required to provide a draft questionnaire to be agreed and approved. **A period of at least 6 weeks** should be built into the project plan to accommodate this survey approval process.

It is the responsibility of the successful bidder to ensure that the survey is provided in accordance with the time requirements of this project for SCLU approval.

Annex 2 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 2; and

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

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

2. Are costs and expenses included in the Charges

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

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

2.1.2 costs incurred prior to the commencement of the Contract.

3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the first year following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Authority at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

3.3.1 a list of the Charges to be reviewed;

3.3.2 for each of the Charges under review, written evidence of the justification for the requested increase.

3.3.3

4. Rates and Prices

- 7.2.1 the date of the invoice;
 - 7.2.2 a unique invoice number;
 - 7.2.3 the period to which the relevant Charge(s) relate;
 - 7.2.4 the correct reference for the Contract
 - 7.2.5 a valid Purchase Order Number;
 - 7.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 7.2.7 a description of the Deliverables;
 - 7.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 7.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 7.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 7.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 7.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 7.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 793, Newport, Gwent, NP10 8FZ with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 7.4 Invoices submitted electronically will not be processed if:
- 7.4.1 The electronic submission exceeds 4mb in size
 - 7.4.2 Is not submitted in a PDF formatted document
 - 7.4.3 Multiple invoices are submitted in one PDF formatted document
 - 7.4.4 The formatted PDF is "Password Protected"

Annex 3 – Tender Submission

Annex 4 – Sustainability

1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](http://www.ilo.org) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

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

- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
 - 4.2.1 resilience to climate change;
 - 4.2.2 eliminating and/or reducing embodied carbon;
 - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
 - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;
 - 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
 - 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
 - 4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

5 Social Value

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
 - 5.2.1 new businesses and entrepreneurs;
 - 5.2.2 small and medium enterprises (SMEs);
 - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;

5.2.4 mutuals; and

5.2.5 other underrepresented business groups.

Short Form Terms

1. Definitions used in the Contract

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

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

"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;

"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4));
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

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

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

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

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

2.5 the singular includes the plural and vice versa;

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

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

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

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

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

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

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

3. How the Contract works

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

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

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

4. What needs to be delivered

4.1 All Deliverables

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

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

4.2 Goods clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3 Services clauses

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

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

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing

cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

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

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

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

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 2; and

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

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 2.

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

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

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

6. The Authority's obligations to the Supplier

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

- (a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;
- (b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;
- (c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;
- (d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- (a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;
- (b) demonstrates that the failure only happened because of the Authority Cause;
- (c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 1.

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

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

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

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

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

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

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or

(b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

(i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand

(ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

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

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

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

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

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

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

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

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

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

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

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
- (b) non-payment by the Supplier of any tax or National Insurance.

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

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

10. Intellectual Property Rights (IPRs)

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

- (a) receive and use the Deliverables;
- (b) use the New IPR.

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

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

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

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

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

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

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

11. Ending the contract

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

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

Ending the Contract without a reason

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

When the Authority can end the Contract

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

(i) there is a Supplier Insolvency Event;

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

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

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

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

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

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

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

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

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

11.5 What happens if the Contract ends

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

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

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

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

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

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

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

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

11.6 When the Supplier can end the Contract

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

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

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

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

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

11.7 Partially ending and suspending the Contract

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

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

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

(i) reject the variation; nor

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

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

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £5,000,000 (five million pounds) [whichever is higher] unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

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

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

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

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

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

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

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

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

13. Obeying the law

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

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

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

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

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

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

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

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

14. Insurance

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

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

15. Data protection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15.18 The Supplier must notify the Authority immediately if it:

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

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

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

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

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

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

(a) is not occasional;

(b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

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

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

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

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

15.28 The Supplier:

(a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;

(b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;

(c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;

(d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;

(e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

(a) keep all Confidential Information it receives confidential and secure;

(b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;

(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

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

(a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the

disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

(b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;

(c) if the information was given to it by a third party without obligation of confidentiality;

(d) if the information was in the public domain at the time of the disclosure;

(e) if the information was independently developed without access to the disclosing Party's Confidential Information;

(f) to its auditors or for the purposes of regulatory requirements;

(g) on a confidential basis, to its professional advisers on a need-to-know basis;

(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

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

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

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

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;

(c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament; and/or

(e) under clauses 5.7 and 17.

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

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

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

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

17. When you can share information

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

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

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

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

18. Invalid parts of the contract

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

19. No other terms apply

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

20. Other people's rights in a contract

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

21. Circumstances beyond your control

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

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

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

21.3 Where a Party terminates under clause 21.2:

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

22. Relationships created by the contract

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

23. Giving up contract rights

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

24. Transferring responsibilities

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

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

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

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

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

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

25. Changing the contract

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

26. How to communicate about the contract

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

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

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

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

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

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

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or

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

28. Health, safety and wellbeing

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

(a) all applicable Law regarding health and safety;

(b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.

(c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

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

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

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

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

CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

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

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

30. Whistleblowing

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

30.2. The Supplier agrees:

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

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

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

31. Tax

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

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

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

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

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

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

32. Publicity

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

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

33. Conflict of interest

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

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

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

34. Reporting a breach of the contract

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

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

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

35. Resolving disputes

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

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

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

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

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

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

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

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

36. Which law applies

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

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