



Department
for Environment
Food & Rural Affairs

Defra Future Farming & Countryside Programme
Commercial
Team London
England
SW1P 3JR

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

NAME: [REDACTED]

Foundation for Common Land
Wallacefield
Armathwaite
Carlisle
CA4 9SR

Your ref: *PROPOSAL 23*
Our ref: *ecm_57319*

Date: 9 March 2020

Dear [REDACTED]

Award of contract for the supply of services for Foundation for Common Land: ensuring ELM is effective on commons

Following your proposal for the supply of services to the Department for Environment Food, & Rural Affairs (Defra), to work with a variety of stakeholders from a range of commons to co-design and co-develop a delivery model for creating commons specific land management plans, we are pleased to award this contract to you.

This letter (Award Letter) and Annexes set out the terms of the contract between Defra as the Customer and Foundation for Common Land as the Contractor for the provision of the Services set out the final agreed Contractor's proposal included at Annex 2 of this Award Letter, including without limitation to deliver the objectives set out in section 1.3 of the Contractor's proposal. The Customer and Contractor acknowledge their common interest in achieving the specified objectives which are in the public interest and enter into this contract to implement co-operation between them to achieve those objectives.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

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

- 1) The Charges for the Services shall be as set out in section 2 of the Contractor's proposal attached at Annex 2 of this Award Letter and in the milestone payment schedule attached at Schedule 1 to Annex 2 of this Award Letter

- 2) The Specification of the Services to be supplied by the Contractor is as set out in section 1 of the Contractor's proposal attached at Annex 2 of this Award Letter. Notwithstanding any language in the Contractor proposal to suggest the contrary, the specification of the Service as set out in the Annex 2, including without limitation delivery of the proposed objectives and deliverables within the specified timescales, have been agreed by the Parties as definitive and the proposal form shall be interpreted accordingly (for example, where the proposal states that the Contractor "intends" or "aims" to deliver specified objectives or deliverables, this shall be interpreted as stating the Contractor will deliver the objectives or deliverables).
- 3) The Contractor acknowledges the information contained in the Monitoring and Evaluation Information Leaflet attached at Annex 3 of this Award Letter and will provide co-operation and information as required by the evaluation team (led by ICF) for evaluation purposes, including without limitation by providing the information and assistance specified in the section headed "your role in the evaluation".
- 4) The Term shall commence on 9 March 2020 and the Expiry Date shall be 31 October 2021 on which the contract will end unless extended or subject to early termination.
- 5) The address for notices of the Parties are:

Customer

Defra
Nobel House, 17 Smith Square
London
SW1P 3JR

Attention: [REDACTED]

Email: [REDACTED]

Contractor

Foundation for Common Land
Wallacefield
Armathwaite
Carlisle
CA4 9SR

Attention: [REDACTED]

Email: [REDACTED]

- 6) The following persons are Key Personnel for the purposes of the Agreement:

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

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

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.def@sscl.gov.uk or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. Within 10 Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

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

Liaison

For general liaison your contact will continue to be [REDACTED], [REDACTED] Direct Line: [REDACTED] or, in their absence, [REDACTED] [REDACTED] Direct Line [REDACTED]). [REDACTED] [REDACTED] and [REDACTED] [REDACTED] are Joint Head of the ELM Tests and Trials Programme.

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

Yours sincerely,

[REDACTED] | Head of Category Management | Defra group Commercial
North Gate House 300 | Reading, RG1 1AF

[REDACTED]
[REDACTED]



Department
for Environment
Food & Rural Affairs

Short Form Contract

Conditions of Contract for Services

Contract Reference *ecm_57319*

Date : *9 March 2020*

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1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <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 Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;
“Customer”	means the Secretary of State for Environment, Food and Rural Affairs;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

Term	Description
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;

Term	Description
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Services to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Regulations”	means the Public Contract Regulations 2015 (SI 2015/102);
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter, including without limitation to deliver the objectives specified at section 1.3 of the proposal and including any modified or alternative services as may be agreed from time to time in accordance with the Agreement;
“Specification”	means the specification for the Services set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;

Term	Description
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) 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;
- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

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

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

2. Basis of Agreement

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor’s notification of acceptance via Bravo within 7 days of the date of the Award Letter.

3. Supply of Services

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

3.2 In supplying the Services, the Contractor shall:

- (a) co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;

- (b) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
- (c) provide co-operation and information as required by the evaluation team for evaluation purposes as specified in the Monitoring and Evaluation Information Leaflet attached at Annex 3 to the Award Letter, including without limitation by providing the information and assistance specified in the section headed "your role in the evaluation";
- (d) use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
- (e) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- (f) comply with all applicable laws; and
- (g) provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.

5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

- 5.4 Where the Charges are to be paid by way of milestone payments, the Customer shall not be obliged to pay any milestone payment unless the criteria and outputs relating to the relevant milestone have been delivered to the reasonable satisfaction of the Customer.
- 5.5 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 17.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- (a) provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
 - (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.9 In this clause 5.8, "sub-contract" means a contract between two or more Contractors, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.10 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

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

condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2(g), any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Monitoring of Contract Performance

- 7.1 If the Customer informs the Contractor in writing that the Customer reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Customer, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Customer.
- 7.2 The Contractor shall immediately inform the Customer if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- 7.3 In addition to its rights under Annex 3 to this Agreement, the Customer may at periodic intervals (each being a "**Review Date**") carry out a review of the performance of the Contractor ("**Checkpoint Review**"). Without prejudice to the generality of the foregoing, the Customer may in respect of the period under review consider such items as (but not limited to): the Contractor's delivery of the Services; the Contractor's contribution to innovation in the delivery of the Services; whether the Services provide the Customer with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.
- 7.4 The Contractor shall provide at its own cost any assistance reasonably required by the Customer to perform such Checkpoint Review including the provision of data and information.

- 7.5 The Customer may produce a report (a "**Checkpoint Review Report**") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Customer's expectations and the Contractor's obligations under the Agreement.
- 7.6 The Customer shall give the Contractor a copy of the Checkpoint Review Report (if applicable). The Customer shall consider any Contractor comments and may produce a revised Checkpoint Review Report.
- 7.7 The Contractor shall, within 10 Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Customer with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.
- 7.8 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under the Agreement identified by the Checkpoint Review Report, or those which result from the Contractor's failure to meet the Customer's expectations notified to the Contractor or of which the Contractor ought reasonably to have been aware) shall be implemented at no extra charge to the Customer.
- 7.9 If the Customer reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Agreement, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Customer may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Agreement or is otherwise unsatisfactory.
- 7.10 If the Contractor has been notified of a failure in accordance with clause 7.9 the Customer may:
- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Customer and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Customer within the specified timescale; and/or
 - (b) withhold or reduce payments to the Contractor in such amount as the Customer deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Customer.
- 7.11 If the Contractor has been notified of a failure in accordance with clause 7.9, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Customer and to prevent such failure from recurring; and
 - (b) immediately give the Customer such information as the Customer may request regarding what measures are being taken to comply with the obligations in this clause 7.11 and the progress of those measures until resolved to the satisfaction of the Customer.
- 7.12 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause 7.11 within the time specified by the Customer, the Customer may treat the continuing failure as a material breach and may terminate the Agreement immediately on notice to the Contractor.

8. Staff and Key Personnel

- 8.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- (a) refuse admission to the relevant person(s) to the Customer's premises;
 - (b) direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - (c) require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
 - (d) and the Contractor shall comply with any such notice.
- 8.2 The Contractor shall:
- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - (b) if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - (c) procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 8.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 8.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

9. Assignment and sub-contracting

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

10. Intellectual Property Rights

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

including any modifications to or derivative versions of any such Intellectual Property Rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 10.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

11. Governance and Records

- 11.1 The Contractor shall:
- (a) attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

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

12. Confidentiality, Transparency and Publicity

12.1 Subject to clause 12.2, each Party shall:

- (a) treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- (b) not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

12.2 Notwithstanding clause 12.1, a Party may disclose Confidential Information which it receives from the other Party:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- (e) where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 12.2(e) shall observe the Contractor's confidentiality obligations under the Agreement; and
- (f) where the receiving Party is the Customer:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (ii) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (iii) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 13.

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

- 12.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 12.4 The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

13. Freedom of Information

- 13.1 Both Parties acknowledges that they are each subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and co-operate with each other to comply with the disclosure obligations under these enactments.
- 13.2 Where a Party receives a Request for Information in relation to Information that it holds on behalf of the other Party, it shall:
- (a) transfer the Request for Information to the other Party as soon as practicable after receipt;
 - (b) save where the Information is already in the possession or power of the other Party, provide the other Party with a copy of all Information in its possession or power in the form that the other Party may reasonably require as soon as practicable and in any event within five (5) Working Days (or such other period as the other Party may reasonably specify) of the Party's requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the other Party, including any explanation as to why an exemption from the disclosure requirements in the FOIA, Environmental Information Regulations 2004 or Data Protection Legislation may apply, to enable the other Party to respond to a Request for Information within the time for compliance set out in the FOIA and the Environmental Information Regulations 2004, as applicable.
- 13.3 Each Party acknowledges that the other may be required under the FOIA and Environmental Information Regulations 2004 to disclose Information:
- (a) without consulting or obtaining the consent of the other; or
 - (b) following consultation with the other and having taken its views into account,
- where the disclosing party is required to do so to comply with its obligations under the FOIA, the Environmental Information Regulations 2004 or Data Protection Legislation.

- 13.4 Each Party shall take reasonable steps to notify the other of a Request for Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Agreement) the Party responding to the Request for Information shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.
- 13.5 If either Party determines that it is required to disclose Information under this clause, it shall take reasonable steps to give the other Party advance notice to the extent that it is permissible and reasonably practicable for it to do so, or failing that, to draw the disclosure to the other Party's attention after any such disclosure.

14. Protection of Personal Data and Security of Data

- 14.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 14.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 14.3 The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 14.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and

- (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Contractor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

14.5 Subject to clause 14.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

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

- (d) receives any communication from the Information Commissioner or any other regulatory authority;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
- 14.6 The Contractor's obligation to notify under clause 14.6 shall include the provision of further information to the Customer in phases, as details become available.
- 14.7 Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 14.6 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- (a) the Customer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Customer following any Data Loss Event;
 - (e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 14.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 14. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Customer determines that the processing is not occasional;
 - (b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.9 The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 14.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 14.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- (a) notify the Customer in writing of the intended Sub-processor and processing;

- (b) obtain the written consent of the Customer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 14 such that they apply to the Sub-processor; and
 - (d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 14.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 14.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 14.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 14.15 When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 14.16 This clause 14 shall apply during the Term and indefinitely after its expiry.

15. Liability

- 15.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 15.2 Subject always to clauses 15.3 and 15.4:
- (a) the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
 - (b) except in the case of claims arising under clauses 10.4 and 19.3, in no event shall the Contractor be liable to the Customer for any:
 - (i) loss of profits;
 - (ii) loss of business;
 - (iii) loss of revenue;
 - (iv) loss of or damage to goodwill;
 - (v) loss of savings (whether anticipated or otherwise); and/or

(vi) any indirect, special or consequential loss or damage.

15.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

- (a) death or personal injury caused by its negligence or that of its Staff;
- (b) fraud or fraudulent misrepresentation by it or that of its Staff; or
- (c) any other matter which, by law, may not be excluded or limited.

15.4 The Contractor's liability under the indemnity in clause 10.4 and 19.3 shall be unlimited.

15.5 The Contractor shall indemnify the Customer and keep the Customer indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities (including third party claims) which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Agreement or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

16. Force Majeure

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

17. Termination

17.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

17.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:

- (a) (without prejudice to clause 17.2(g)), is in material breach of any obligation under the Agreement which is not capable of remedy;
- (b) repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

- (c) is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - (d) where required to do so by law or regulatory authority;
 - (e) the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union;
 - (f) undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - (g) breaches any of the provisions of clauses 8.2, 12, 13, 14 or 18;
 - (h) becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 17.2(h)) in consequence of debt in any jurisdiction; or
 - (i) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 17.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 17.2(f) or any potential such change of control.
- 17.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 17.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 10, 11.2, 12, 13, 14, 15, 17.6, 18.4, 19.3, 20 and 21.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 17.6 Upon termination or expiry of the Agreement, the Contractor shall:
- (a) give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - (b) return all requested documents, information and data to the Customer as soon as reasonably practicable.

18. Compliance

- 18.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.

- 18.2 The Contractor shall:
- (a) comply with all the Customer's health and safety measures while on the Customer's premises; and
 - (b) notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 18.3 The Contractor shall:
- (a) perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - (b) take all reasonable steps to secure the observance of clause 18.3(a) by all Staff.
- 18.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 18.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

19. Prevention of Fraud and Corruption

- 19.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 19.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 19.3 If the Contractor or the Staff engages in conduct prohibited by clause 19.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- (a) terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - (b) recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

20. Dispute Resolution

- 20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 20.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

21. General

- 21.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 21.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 21.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 21.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 21.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 21.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

21.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

22. Notices

22.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 22.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

22.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

22.3 Notices under clauses 16 (Force Majeure) and 17 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 22.1.

23. Governing Law and Jurisdiction

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

	The purpose is to provide the Service in relation to tests and trials for Environmental Land Management and to enable monitoring and evaluation (M&E) of tests and trials
Type of Personal Data	Names, addresses, telephone numbers, email addresses and any other personal data as may be outlined in the Specification,
Categories of Data Subject	Staff members, Farmers, land managers and land manager advisers.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The data will be retained for no longer than it is necessary for the purposes for which it is processed and in any event no longer than the later of: (i) December 2027, and (ii) the date the National Pilot of Environmental Land Management has finished. All personal data will at that point either be destroyed or returned to Defra.

Environmental Land Management: Tests and Trials



Department
for Environment
Food & Rural Affairs

Proposal Development Form

This form will help us to develop your proposal into a test or trial. It will set out:

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

We will review and update the content of this form regularly as we work with you to define and develop your test or trial. It will be a record of what you agree to test or trial to help develop the new ELM system.

You may wish to populate this form before you meet with your allocated Tests and Trials Officer. At that meeting, the Tests and Trials Officer will go through the form and input the information. We will send this back to you once completed for confirmation that the information collated is correct.

Lead Organisation:	Foundation for Common Land/ Federation of Cumbria Commoners
Proposal Contact:	████████████████████
Tests and Trials Officer:	████████████████████
Proposal Ref:	23

24. SECTION 1. PROPOSAL SCOPE

<p>1.1</p>	<p>Please tell us what you propose to test or trial. This should include:</p> <ul style="list-style-type: none"> • A short overview of your proposed test or trial • Whether this is a test, trial, or both, and the rationale for this <hr/> <p>Part 1: Test - Work with a range of stakeholders from a range of commons to co-design and co- develop a delivery model for creating commons specific land management plans. These plans will support pastoral commoning (the whole farm) and maintain the balance of the delicate ecosystems found on commons. Through a co-design process we will produce a concise, replicable prototype <i>delivery model</i> to encompass a commons toolkit (including baseline data gathering, producing maps, health checks for agreeing and enabling public good delivery, developing a commons management plans) and commons proofed recommendations for ELM to ensure effective delivery on commons.</p> <p>Part 2: Trial – Work with a range of stakeholders from a range of commons to trial and refine the prototype delivery model for ELM</p> <p>Commons provide a multitude of public benefits as well as being a key grazing resource for around 4000 farming businesses who exercise their rights of common and important for the interests of the owners. The latter may include water companies, conservation charities, grouse moors and private estates. How the stacking of public and private benefits can be optimised to enhance delivery of public goods is not well understood. In the first instance we need a better understand by recording what is there, who contributes to the delivery of these public goods on common and how they do it. A further complexity is that there are multiple demands on common land and the legal interests are split between many parties, these need to be balanced with statutory duties and the public’s demand on common land.</p>
<p>1.2</p>	<p>Who will be involved in your test or trial? This should include:</p> <ul style="list-style-type: none"> • Any organisations that will help you deliver the test or trial and their role • Who will participate in the test or trial? • The type of participants • How you will select these participants <hr/> <p>We are planning to partner with a number of organisations in different ways:</p> <ol style="list-style-type: none"> 1) Collaborating with Test and Trials groups that cover common land such as <ol style="list-style-type: none"> a) Dartmoor Tests and Trials Partnership b) North York Moors Tests and Trials Partnership c) Lake District Pioneer Tests and Trials d) Cotswold AONB Tests and Trials e) Exmoor National Park Tests and Trials f) National Trust in Shropshire Tests and Trials Commons

g) Defra Test and Trials Scheme Architecture team

2) Collaborating with organised commons organisations/ groups who deliver agricultural and environmental management on common land such as:

- a)** New Forest Commoners Defence Association and other parties in the New Forest
- b)** Dartmoor Commons Council
- c)** Bodmin Commons Council
- d)** Brendon Commons Council

Participants in our tests and trial

- Commoners
- Owners of Common Land
- Designated Landscape Bodies (NPs and AONBs)
- Commoners Councils and Federations
- Private Sector Advisors
- Defra Scheme architecture staff

The type of participants

- Farmers (owner occupiers and tenants)
- Landowners
- Defra Family ALBs (NE, EA and FC)
- Land Management Professionals
- Environmental NGOs
- Farmers Networks and Representative Bodies

We have good relationships with the groups above. Individuals will be invited to participate on a voluntary basis. We will aim to include a range of participants based on:

- Geography to ensure we have a sample of grazed commons across upland and lowland England
- Legal interests to include the full range of stakeholders both those with a legal interest, those with statutory duties and those with a stake through their organisational objectives or local interest.
-

1.3

What are the objectives of your test or trial? (Your objectives are what you intend to have done by the end of the test or trial).

Preparatory work: Objectives 1- 5

- 1.** Recruit Test facilitator by end March 2020
- 2.** Agree Partnership membership led by Test facilitator; agree and roles and responsibilities by end May 2020: Partnership members will be from the organisations participating in Defra's Test and Trials programme whose area/test includes common land, plus a few areas outside of T&Ts. The role of the partnership will be to
 - a.** Ensure the participation in this test is appropriate and informed by local expertise
 - b.** To facilitate data gathering and local facilitation of this test

- c. To ensure this test is coherent with and not duplicating other T&T activity in the locality
- 3. Identify and Recruit test commons from the areas covered by the Partnership by end of June 2020.
 - a. Develop a selection criterion including geography, complexity of governance, landscape type, types of grazing livestock, engagement with previous schemes and level of current management and cooperation etc.
 - b. Test facilitator draft a participatory engagement plan for participating commons that explains the test, ways of working (who will be involved, their roles, the activities), the input (time and resources) required and remuneration offered.
 - c. Identify a representative sample of commons (eight) to be included in the test through a selection process that encourages and supports commons to apply to be part of this T & T
 - d. Select the four commons that will participate in Phase 1 and the four that will participate in Phase 2. Recruit test commons - This will involve obtaining agreement from potential participants (all those who would have a stake in an ELM agreement) on the commons that they are willing to participate in the Test based on the participatory engagement plan in 3c. Four of these commons will participate in developing the delivery model (Phase 1) and the remainder (4) will provide further testing of the model once it is developed (Phase 2).
- 4. Gather quantitative data on the eight test commons by end September 2020. Work with:
 - a. Partnership and other organisations local to the test commons to collate existing published and unpublished baseline data relating to the test commons.
 - b. OS and their partners e.g. LandApp and Esri to draw together data and information on the current condition of these commons and develop maps that show the public goods (environmental, social, economic, cultural and heritage).
- 5. Gather information on Heath Check options and formats

Part 1: Test (Objectives 7-10)

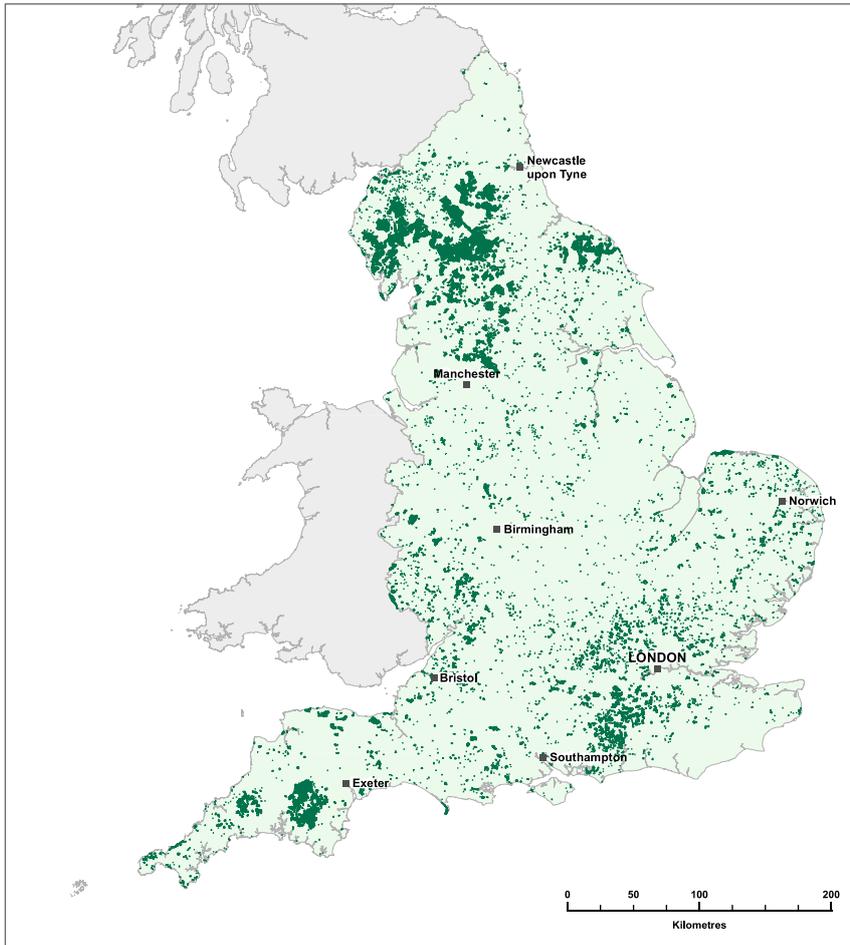
- 6. Plan and prepare materials for participatory engagement including semi-structured interview schedules for key informants, commons walks (1 per common) and workshop design (1 per common) using participatory action research tools
- 7. Undertake co-design and development of a common land management plan and delivery model with the four participating commons by end December 2020. Using the information collated in 4 and 7a, and the engagement plan work with the participants from the four test commons and other relevant partnership members, to:
 - a. Collate data on the test commons, such as how schemes have or haven't worked in the past, what the set-up was, the internal agreement, the options and outcomes delivered, who did what, how the common is managed in relation to the home farm
 - b. Agree that the collated information from objectives, 4 and 7a is correct, and assess and agree the current health of the common
 - c. Build on 8b to identify opportunities for further public goods delivery and how these would be prioritised
 - d. Build on 8b and c to co-design a health check tool, that can be used to assess the condition of the current natural and cultural

	<p>assets on their common and enable local stakeholders to plan ways to enhance public goods delivery on the common</p> <ul style="list-style-type: none"> e. Discuss how public goods could be delivered and by whom f. Explore how payments could be distributed g. Build on all the previous points to produce a draft land management plan for each test common that is agreed by all involved h. Discuss and record the process for how a consensus was reached at every step <p>8. Draw together the learning from the co-design and development Phase 1 by the end of February 2021</p> <ul style="list-style-type: none"> a. to develop prototypes for a delivery model for producing commons specific land management plans and a health check b. produce an interim report on progress <p>Part 2: Trial (Objectives 9-13)</p> <p>9. Prepare Phase 2 engagement plan and re-engage the 4 commons participating in phase 2 to test the delivery model and health check by end of February 2021</p> <p>10. Deliver engagement plan to test the delivery model and health check developed in Phase 1 by end March 2021 to:</p> <ul style="list-style-type: none"> a. Develop a land management plan for each of the 4 commons, using the model developed in Phase 1. b. Further refine the delivery model and health check so they are appropriate for a wide range of commons scenarios. <p>11. Draw together the learning from the engagement plan in 10 to finalise the delivery model and health check by May 2021</p> <p>12. Wider engagement through 3 regional workshops to present and refine the model by end August 2021</p> <p>13. Compile a final report on the delivery model and health check and the development process, with recommendations for ELM design to ensure effective delivery on commons by 30 September 2021. Recommendations to include advice and guidance required, what is required to support collaboration, how payments could be distributed, the value added by use of the deliver model (any comparison that can be drawn from study in objective 5.</p>		
1.4	<p>How will your test or trial help us to develop the design of the new ELM system? This should include the policy and delivery questions your test or trial will help us answer. You will need to reflect how you will test or trial these questions in the objectives identified in 1.3 above.</p> <table border="1" data-bbox="319 1668 1401 1821"> <tr> <td data-bbox="319 1668 858 1821"><i>T&T Policy Question</i></td> <td data-bbox="858 1668 1401 1821"><i>Specific aspects of the question that will be addressed</i></td> </tr> </table>	<i>T&T Policy Question</i>	<i>Specific aspects of the question that will be addressed</i>
<i>T&T Policy Question</i>	<i>Specific aspects of the question that will be addressed</i>		

	<p>Land management plans and design approaches</p> <p>What mechanism will scheme participants use to plan and record which public goods they will deliver?</p> <ul style="list-style-type: none"> • Will we require a combination of approaches depending on the public good or type of participant? • How will we monitor and verify that scheme participants are delivering the public goods they have signed up to deliver? 	<p>How will the land management plan work for those that manage common land?</p> <p>How should existing "favourable" features, already delivering public benefits be rewarded/ supported compared to those areas that need significant restoration (and cost of restoration)?</p> <p>How can we derive further public benefit from existing habitats and environmental features?</p> <p>Should enhanced outcomes from existing features derive enhanced payments?</p> <p>How should enhancements be measured, and payments calculated?</p>
	<p>Policy question: Potential participants</p> <p>Who will participate in the ELM scheme?</p> <ul style="list-style-type: none"> • Who are the target participants? • What are the range of possible participants? 	<p>How should ELMS be developed to support commoners and commons?</p> <p>Does ELMS need special measures or dispensations to properly include and support commons?</p>
	<p>Policy question: National objectives and local priorities</p> <p>Is there a role for local prioritisation of public goods?</p> <ul style="list-style-type: none"> • How do local priorities work within a national framework for the delivery of public goods? • How do we encourage and incentivise collaboration for the delivery of public goods? 	<p>How do we value the added value (cultural value included) of collaboration? What incentive is required?</p>

<p>1.5</p>	<p>What area (geographic location and scale) will your test or trial cover? <i>(Provide a map or geographic description of the general area you will be working, provide this as a GIS data layer if available or just an inserted picture. For those areas with a clearly defined and recognised location a landscape description will suffice, e.g. National Park)</i></p> <hr/> <p>We will cover England's Common Land (see map below) but focus predominately on the areas where there are other tests and trials ongoing that</p>
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include common land, these include; Lake District, North York Moors, Dartmoor, Exmoor, Cotswolds, Shropshire. To these we will add the New Forest.



<h1>MAGiC</h1> <hr/> <p>Registered Common Land (England)</p>	<p> Registered Common Land</p> <p><small>Copyright resides with the data suppliers and the map must not be reproduced without their permission. Some information in MAGiC is a snapshot of the information that is being maintained or continually updated by the originating organisation. Please refer to the metadata for details as information may be illustrative or representative rather than definitive at this stage. © Crown Copyright and database rights 2017. Ordnance Survey 100022861. 09/08/2017</small></p>
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1.6

Describe how you will undertake/deliver your test or trial. If possible, please list any land management interventions, services, support tools, etc. you will be explicitly using to undertake/deliver your test and/or trial.

The test will be undertaken through collaboration with existing commons groups. Our facilitator will initially set up a partnership with clear terms of reference. From the partnership, optimal (based on the selection criteria) candidates to participate in the test and trial phases will be selected. We will carry out the test and trial phases through facilitated work (using our national facilitator, and through making use of local facilitators) with the common's groups, involving co-design

	workshops and other engagement with participants. This is set out in the objectives (1.3) and the attached Gantt chart.												
1.7	<p>What is the timeframe for the delivery of your test or trial? Where possible break this down into phases or areas of activity. This should include a list of your key milestones with dates by which you aim to achieve them.</p> <p>The test will run from March 2020 October 2021. See attached Gantt chart for detail.</p>												
1.8	<p>What risks have you identified (e.g. extreme weather events, lack of participation by land managers) that could affect the delivery of your test or trial? What could you put in place to reduce or mitigate the likelihood of the risk occurring?</p> <table border="1"> <thead> <tr> <th>Risks</th> <th>Mitigation/ control</th> </tr> </thead> <tbody> <tr> <td>Farmers unwilling to participate</td> <td>Small sample and many commons in England to seek participants, networks and partners will help</td> </tr> <tr> <td>Consultation fatigue</td> <td>Payment for participation</td> </tr> <tr> <td>Raising unrealistic expectations about what ELM can deliver for commons before the details are determined</td> <td>Clear unequivocal messaging and communication through good co-management approach. Constant dialogue with test & trial commoners, landowners and associations</td> </tr> <tr> <td>Recruitment of skilled staff/ contractors</td> <td>Use networks and develop partnerships to ensure we have the right person with the right skills in the right place. Flexible contract design.</td> </tr> <tr> <td>Dispersed nature of commoners across England – face to face contact hard</td> <td>Using intermediary bodies including local tests and trials</td> </tr> </tbody> </table>	Risks	Mitigation/ control	Farmers unwilling to participate	Small sample and many commons in England to seek participants, networks and partners will help	Consultation fatigue	Payment for participation	Raising unrealistic expectations about what ELM can deliver for commons before the details are determined	Clear unequivocal messaging and communication through good co-management approach. Constant dialogue with test & trial commoners, landowners and associations	Recruitment of skilled staff/ contractors	Use networks and develop partnerships to ensure we have the right person with the right skills in the right place. Flexible contract design.	Dispersed nature of commoners across England – face to face contact hard	Using intermediary bodies including local tests and trials
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1.9	<p>Does this proposal link with any other proposals for ELM tests and trials? <i>(Please provide details including how the proposals link and express your interest with working collaboratively with the other stakeholder leading the other proposal)</i></p> <p>Yes, it links with a number of the other tests and trials; we are working on the cross-cutting issue of common land that is found in a number of other tests and trials. We have already spoken to several of these other areas and will work with them through the partnership we intend to establish. However our work will align with the work of these T&Ts but not duplicate the activity they are doing.</p>												

1.10	<p>Are there any Intellectual Property Rights that may affect the evidence or products developed from your test or trial?</p> <p>None except we would seek for the Foundation for Common Land and the Federation of Cumbria Commoners authorship and contribution to be recognised in any documentation with links to our websites.</p>
1.11	<p>Will you and the participants consent to share information gathered prior to and throughout the test or trial and have any such information published, in consideration of data protection regulations?</p> <p>Yes</p>
1.12	<p>How will you monitor and evaluate the test or trial? This should include:</p> <ul style="list-style-type: none"> • What data you will collect and how will it provide evidence of achievement of the test or trial objectives, outcomes (environmental, social, and/or economic), and more generally the impact of the test or trial? • How do you plan to collect the data detailed above? • How often and when will you collect the data detailed above (will you include both pre- and post- test/trial monitoring) • When and how would you provide us with information about progress, evidence from your test or trial and a summary? • What support, if any, will you need from us to collect, analyse and draw conclusions on the impact and findings of your test or trial? <p>The selection process developed and applied in objectives 3a-d will ensure that a range of commoning systems participate in the test. The contract we let in objective 5 will gather information on the previous agri environment schemes on the participating commons and will provide qualitative data and report on the context of the participating commons. A baseline questionnaire will be prepared for the participants in the test and trial phases to gather attitudinal data on their opinions and engagement with agri environment schemes before and after participating in the T&T to gather some qualitative data on the success of the T&T. The interim report will report on the process and the workshops in the test to provide evidence for the delivery model and land management plan, which will clearly evidence the approach taken in the final products (and why specific approaches were taken). The trial phase will offer further opportunity to test the model, and the final report will capture the process and rationale for any changes made.</p>

25. SECTION 2. COSTS

2.1	<p>How much will it cost to deliver your test or trial? Please identify what funding you will need from Defra to be able to conduct your test or trial in the table below.</p>	
	Type of Cost	Estimate of funding required from Defra
	██████████	████████████████████ ████████████████████ ████████████████████
	██████████	██████████
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	██████████	
	████████████████████ ██████████	██████████
	████████████████████	██████████
	██████████	£137,635.00
2.2	<p>Are there any potential state aid issues?</p>	
	No	
2.3	<p>Are you already in receipt of any funding to support the delivery of this test or trial? If so, provide a short description of the approximate amount, where this funding comes from and what it is being used for.</p>	

The Ordnance survey T&T is funded to provide the data and analysis for objective 4b.

26. SECTION 3. FOLLOW-UP QUESTIONS

<p>3.1</p>	<p>What motivated you to deliver this test or trial? Why?</p> <hr/> <p>Common Land extends to ~400,000 ha of England (3% of England) with 21% of our SSSI area being common land. You are also four times more likely to find an archaeological monument on common than enclosed land and 39% of our open access land is common land. In short commons are disproportionately endowed with public benefits. They are managed by ~4,000 commoners and owners of common land who work together to secure and enhance the outputs from this land. 82% of Commons are found in NPs and AONBs so they form the heart of our most beloved cultural landscapes.</p> <p>But commons do not exist in isolation with all commoners farming other land and it is critical that moving forward we integrate the management of commons with each commoner and owners other land. They all run individual businesses and while some of us may look at the common as a management unit they will also consider their farm as their unit of which the common forms a part. Furthermore, each common is part of wider natural and cultural landscapes and a landscape scale approach is required to ensure we enhance outcomes at scale.</p> <p>Commons are complicated due to the number of parties involved, the range of public, and private benefits produced and the plural legal and governance systems at play. It is this complexity which has protected them from agricultural improvement and environmental degradation and why they are more designated and protected than enclosed land.</p> <p>Click here to enter text.</p>
<p>3.2</p>	<p>How confident are you about achieving the objectives of your test or trial? Why?</p> <hr/> <p>Confident: while this is a complex test and trial we have in depth-understanding and experience of commoning and common land and are very well networked with all the key players.</p>

T & T facilitator	FCC/FCL	local facilitator		Study contractor		Farmers			
[REDACTED]									£137,635.00

Overall price	Detail	Evidence
[REDACTED]	[REDACTED]	Contract with defined milestones and outputs. Timesheet and invoice submitted monthly
I	[REDACTED]	MoU between FCC and FCL with defined roles and responsibilities. Timesheets and invoices submitted monthly
[REDACTED]	[REDACTED]	Contract with defined milestones and outputs. Timesheet and invoice submitted monthly
[REDACTED]	[REDACTED]	Contract with defined milestones and outputs. Timesheet and invoice submitted after work completed
[REDACTED]	[REDACTED]	Paid invoices
[REDACTED]	[REDACTED]	Receipts and mileage sheet
[REDACTED]	[REDACTED]	Attendance sheets
[REDACTED]	[REDACTED]	Paid receipts

Annex 3 - Monitoring and Evaluation Information Leaflet



ELM Test and Trials Monitoring and Evaluation

Information Leaflet

July 2019



Department
for Environment
Food & Rural Affairs



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

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

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

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

The role of the ICF evaluation team

The ICF team has been contracted by Defra to:

- Evaluate findings and learning from the different tests and trials

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

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

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

Your role in the evaluation

To evaluate each test or trial, we need to understand

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

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

1. Progress reports

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

2. Site visit

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

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

3. Online survey

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

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



4. Case study

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

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

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

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

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

■ Webinars:

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

■ Guidance documents:

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

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

■ General troubleshooting:

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

Your information will be protected

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

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

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

We welcome your input and questions

We would welcome your views on additional support you think you may require including topics for the webinars and guidance documents. Please contact elm.evaluation@icf.com in the first instance. If you have specific questions regarding the evaluation and its objectives, please contact elmtestingandtrials@defra.gov.uk, quoting “Monitoring and Evaluation Query” clearly in the subject field.

