

**Project Number: C24938** 

Contract Number: C25034 - Assessing the impact of non-tariff measures on specific UK exports of agrigoods, fish and seafood.

# Order Form - Contract for Research and Development Goods and Services

Purchase Order Number	To be confirmed
Customer	DEFRA Seacole Building, 2 Marsham St, London SW1P 4DF United Kingdom
Contractor(s)	The Andersons Centre 3rd Floor, The Tower, Pera Business Park, Melton Mowbray Leicestershire, LE13 0PB United Kingdom
Co-Funder(s)	Not applicable
Defra Group Members	
The Agreement	This Order is part of the Agreement and is subject to the terms and conditions appended at Appendix 1 and shall come into effect on the Start Date.
	Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.

	The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order): this Order; the terms and conditions at Appendix 1; and the remaining Appendices (if any) in equal order of precedence.
Deliverables	Goods: See Appendix 2 and 3 – Specification / Description / Costings
	Services: See Appendix 2 and 3 – Specification / Description / Costings
Milestone Delays	N/A
Start Date	11 June 2024
Expiry Date	27 December 2024
Extension Period (Clause 5.2)	Due to unknown situation and/or other factors beyond the control of both parties; an option for an extension may be executed if it is necessary. Any extension must be agreed with the Authority and will be processed via a Contract Change Note (CCN) issued by DGC.
Charges	The Charges for the Deliverables shall be as set out in Appendix 3 – Charges. Unless and to the extent otherwise expressly stated in Appendix 3, the Charges are fixed for the duration of the Agreement.

Co-funder's Authorised	Not applicable
Representative	
Optional Intellectual Property Rights ("IPR")	The Customer has chosen Option C in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
Clauses	<b>Option C:</b> Contractor ownership of all New IPR with Customer and Co-funder rights for the current contract and broader public sector functions.
Progress Meetings and Progress Reports	The inception (Kick-Off) Meeting will be held at the outset to clarify the project's priorities, timelines and existing data and other resources which could help the research.
	Project Updates would proceed on a three-weekly basis over the course of the project. This would be primarily via video call and all Project Steering Group members would be invited to the updates. During the previous research back in 2018-19, updates were held weekly, and these were considered too frequent as each update required significant consultancy time in terms of preparation and participation. This impinged upon the time available to progress the study's objectives. Less frequent updates would permit more time to progress the project in-between meetings whilst still giving Defra regular opportunities to review progress and to permit discussions on any challenges which emerge during the project. The proposed schedule for these updates is set-out in Section 6 of the proposal.
	Interim Report Update: will be provided to Defra as the primary research interviews reach their closing stages. It will summarise the key findings thus far whilst highlighting any key data gaps which need addressing during the remainder of the research. Where appropriate, it would provide proposals on

	any refinements to the project's priorities which were established at the Inception Meeting or during subsequent update meetings. The Interim Report would be approximately 10-12 pages with complementary data being shared in an Excel or CSV format where appropriate. Its findings would form a basis for the remainder of the research.
	Draft Summary Report: summarising the study's key findings will be supplied to Defra in advance of a presentation of the results.
	Project Presentation: a detailed presentation of the NTMs model and Summary Report findings will be provided to Defra personnel and accompanied by a Q&A
	Final Report: will be delivered approximately 1-2 weeks after the project presentation(s) and will take into account the feedback received on both the Summary Report and the updated NTMs Model.
Address for notices	
Key Personnel of the	
Contractor	
Procedures and Policies	The new Defra group open access policy for receased publications can be
Frocedures and Policies	The new Defra group open access policy for research publications can be viewed on gov.uk at Research at Defra: open access policy for
	publications.
Commercial Exploitation	Clause 11 (Commercial Exploitation) shall apply to this Agreement:
(Clause 11)	
Special Terms	No
Special Terms	N/A
Additional Insurance	Not Applicable
Further Data Protection Provisions	The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement were indicated below:
	No

Signed for and on behalf of the <b>Defra</b> .	Signed for and on behalf of the Contractor.

## **Appendix 1: R&D Terms and Conditions**

The terms and conditions applicable to this requirement can be found on the website below;

Research and development terms and conditions - GOV.UK (www.gov.uk)

# **Appendix 2: Specification/Description**

## 1. Overview of Requirement

Since 1 January 2021, the UK's trading relationship with the EU has been governed by the Trade and Cooperation Agreement (TCA). The TCA has changed many aspects of how the UK trades with the EU including the non-tariff measures<sup>1</sup> (NTMs) faced by UK exporters.

Detailed and current information is required on the trade processes, supply chains and the cost of non-tariff measures (NTMs) at a product level to inform future trade analysis and policy development. Results of this analysis will feed into monitoring and evaluation of the TCA agreement and inform policy decisions aimed at improving market access to the EU for UK exporters. Updated NTM cost information will also be useful to feed into our Trade modelling work and assessment of the costs and benefits of future trade policy. Looking further into the future this analysis may also provide a baseline for future policy proposals on NTMs.

Implementation of the TCA, as well as the Northern Ireland Protocol (NIP) and Windsor Framework (WF), have led to differences in NTM impacts facing NI exporters to the EU as compared with GB exporters, as well as GB businesses moving goods into NI. This research also seeks to understand what those differences are and the associated costs.

In 2018 and prior to the TCAs implementation, Defra commissioned independent research into the impact of non-tariff measures (NTMs) imposed by the EU on UK exports of agri-goods, fish and seafood products. NTM costs (ad-valorem equivalents) were estimated for pre-EU exit and multiple post-EU exit scenarios based on industry interviews and desk-based research. More recent studies have taken a 'top down' approach to estimating the impact of NTMs and do not provide a disaggregation of costs by trade process or by region. Given the current evidence gaps we consider it an appropriate time to update and further develop the previous NTM analysis.

#### 2. Aims

This project aims to provide, where possible, granular quantitative estimates of the costs of compliance with EU NTMs for GB and NI exporters via a comprehensive review of trade processes in the agrigoods, fish and seafood sectors. It will include quantitative estimates where possible of the cost of compliance with internal NTMs for GB businesses transporting agri- goods, fish and seafood to NI post Brexit.

The specific aims of this research are to -

- provide updated NTM cost estimates for GB and NI exports of agri-goods, fish and seafood goods to the EU.
- provide NTM cost estimates for GB businesses transporting agri-goods, fish and seafood products to NI, if possible, with cost estimates separated out by Northern Ireland Protocol (NIP)/Windsor Framework (WF).
- understand the scale of the costs associated with NTMs.
- establish whether any firms ceased trading or reduced exports as result of TCA and/or NIP/WF NTM requirements.
- determine what aspect of NTM trade related measures are the most prohibitive to exporting to the EU.

<sup>&</sup>lt;sup>1</sup> NTMs are policy measures other than customs tariffs that influence the flow of goods and services across borders.

- note suggested solutions to reduce the costs associated with EU NTMs, including incorporating specific trade facilitation and other measures.
- identify which NTMs represent the greatest burden to businesses and how firms and the supply chain have responded to these costs.

### 3. Milestones and Payment Schedule

Deliverable / Milestone	Dates	Payment Schedule
Project inception	17th June	
Milestone 1: Project plan, further scoping, updated Gantt Chart and risk register associated with Project Inception	June 2024	
Milestone 2: Agree List of NTMs and AVE Methodology	July 2024	
Milestone 3: Interim report – short summary	September 2024	
Milestone 4: Draft Report and Draft NTMs Model	November 2024	
Milestone 5: Presentation of findings to Defra	December 2024	
Milestone 6: Final report	December 2024	
TOTAL AMOUNT (Excluding Tax)		

#### 3.1. Payment

Payment will be done in 6 (six) equal stages as outlined above in Section 3 and by invoicing for progress of tasks in line with the above project milestones agreed with the successful bidder following award of the contract.

#### 3.2. Reporting requirements

## 3.2.1. Project Governance and Quality

The contractor will designate a key point of contact/Project Manager who will be responsible for the management of the contract/project and ensure it meets the project aim and objectives. The Project Manager in conjunction with Defra's Project Manager will monitor progress and provide advice, support, and guidance on project scope, methodology, policy focus, and project outputs. Meetings will be incorporated into the Programme of Work to discuss progress and to ensure timely support as required. The Project Manager from the contractor side

Defra's project management will primarily be undertaken by		
will oversee NI elements of this project)		

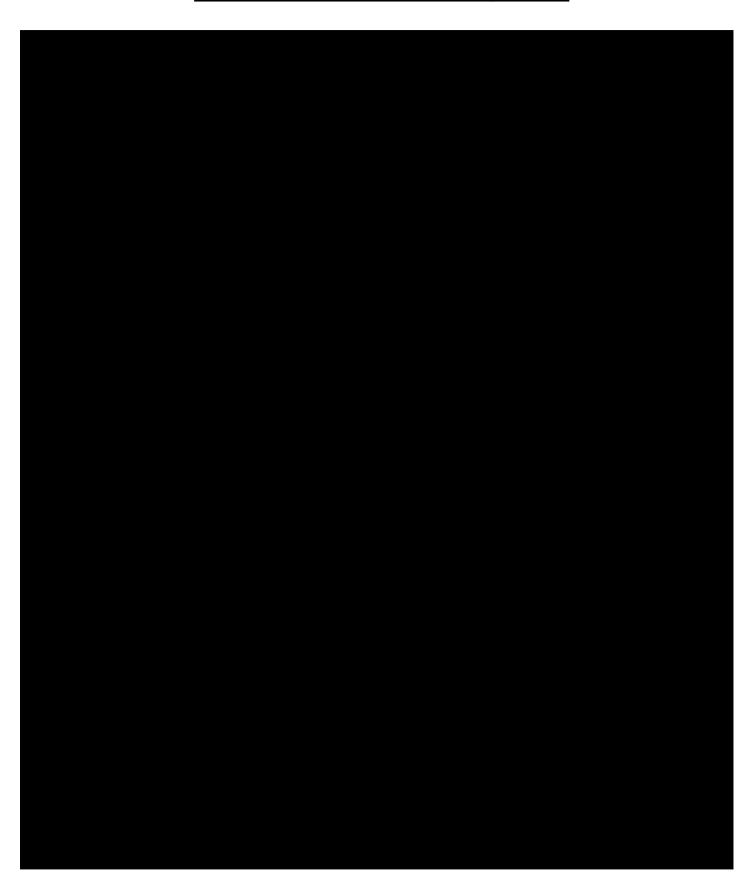
# **Appendix 3: Charges**

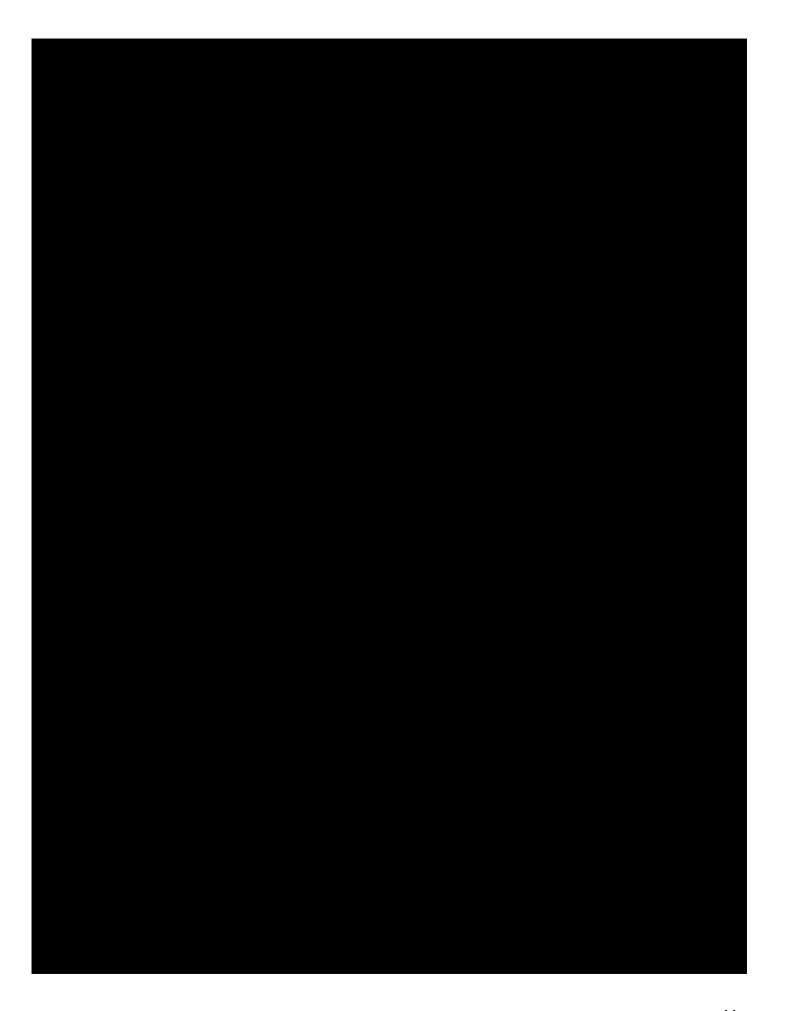
- 1. The Authority will pay to the Supplier no more than the fixed sum of excluding VAT) for the whole contract period.
- 2. The Authority shall pay all sums due to the Supplier within 30 days of receipt of a valid invoice.
- 3. The invoice must include a valid purchase order number (PO Number) and the details (name and telephone number) of your customer contact (i.e. Contract Manager).
- 4. To avoid delay in payment it is important that the Supplier submit a complaint invoice. Any non-compliant invoices received will be returned to the Supplier, which may lead to a delay in payment
- 5. The Authority is liable to the Supplier only for their respective payment in accordance with this schedule.
- 6. Any overpayment to the Contractor made by the Authority, whether of Project price or of VAT, shall be a sum of money recoverable by the Authority from the Contractor.

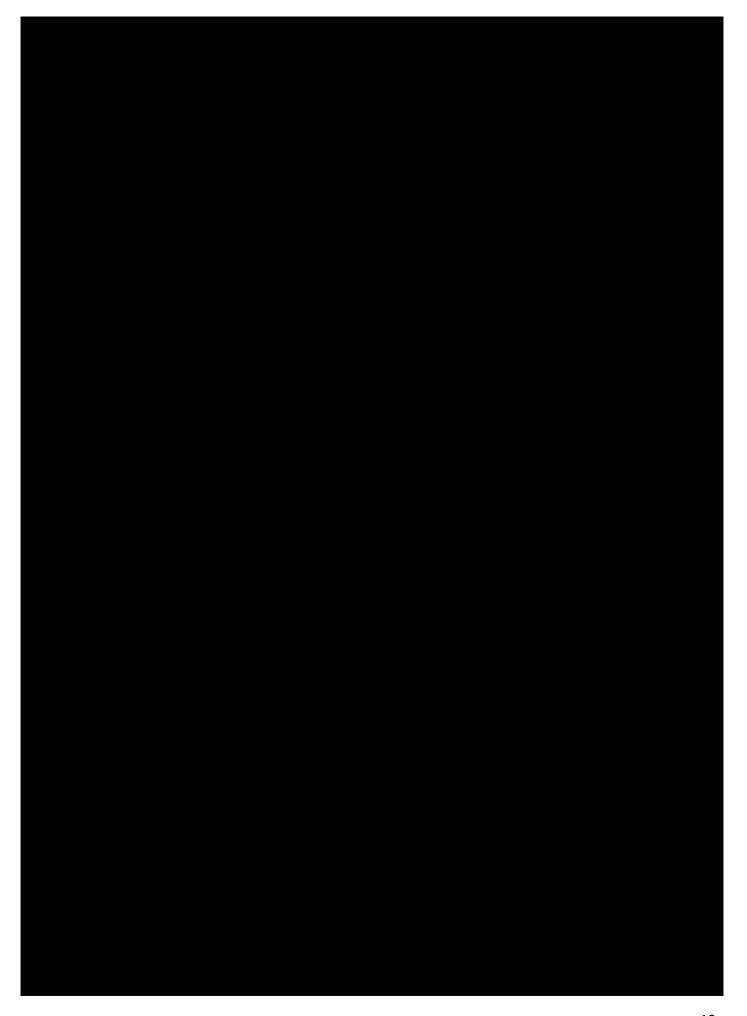
### **Table 1: Total Project Costs**



# **Appendix 4: Supplier Proposal Agreement**

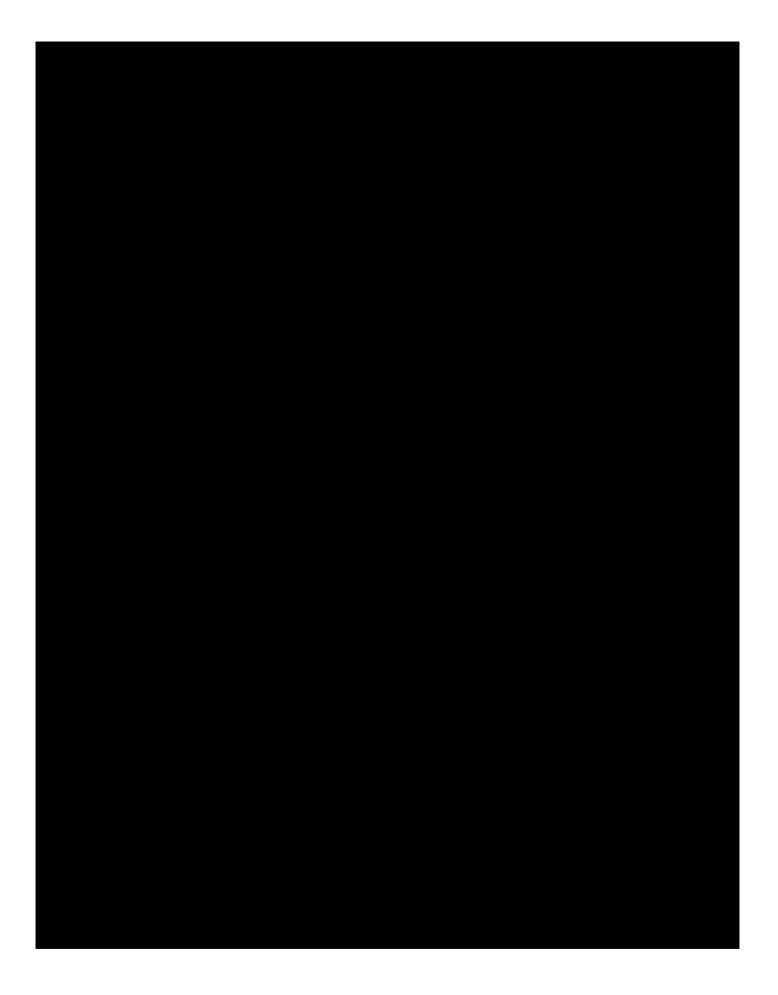










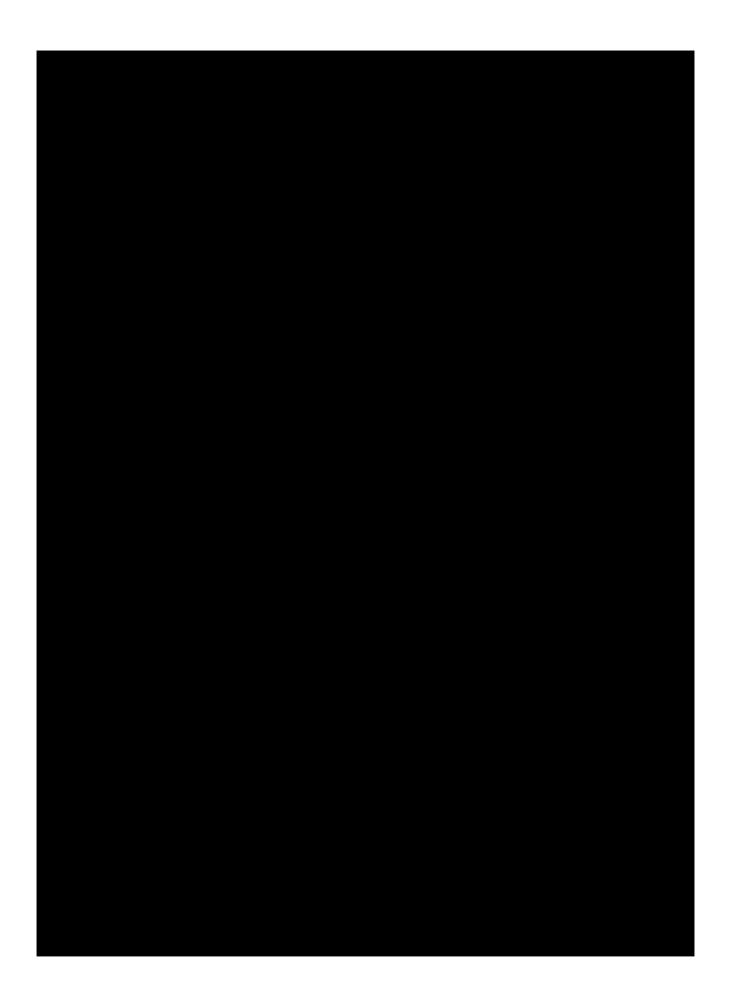








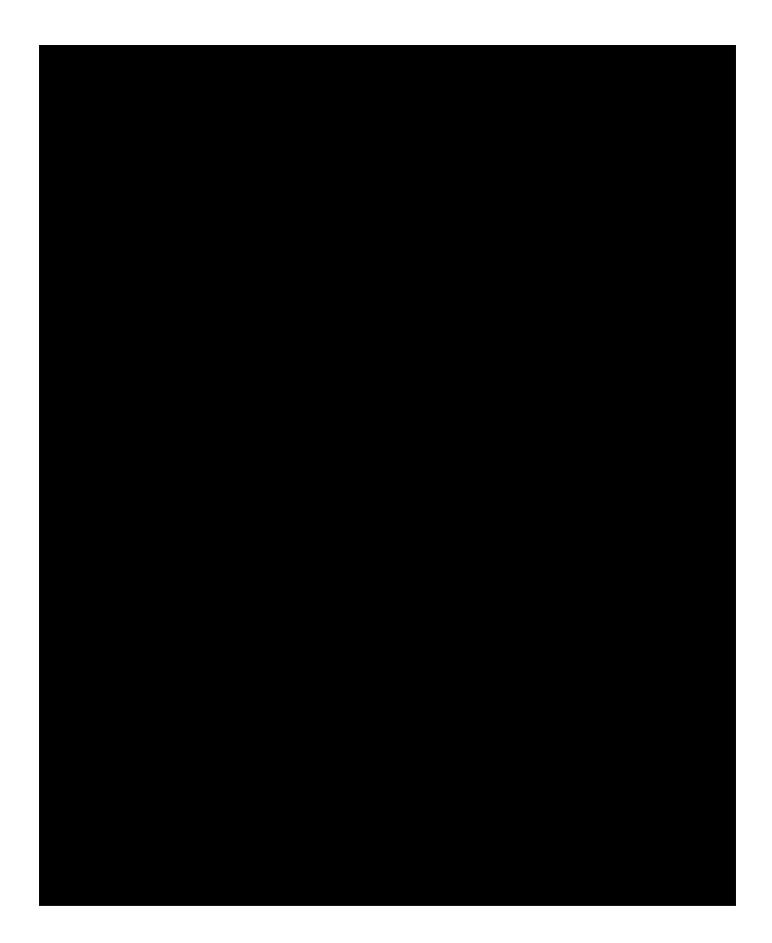










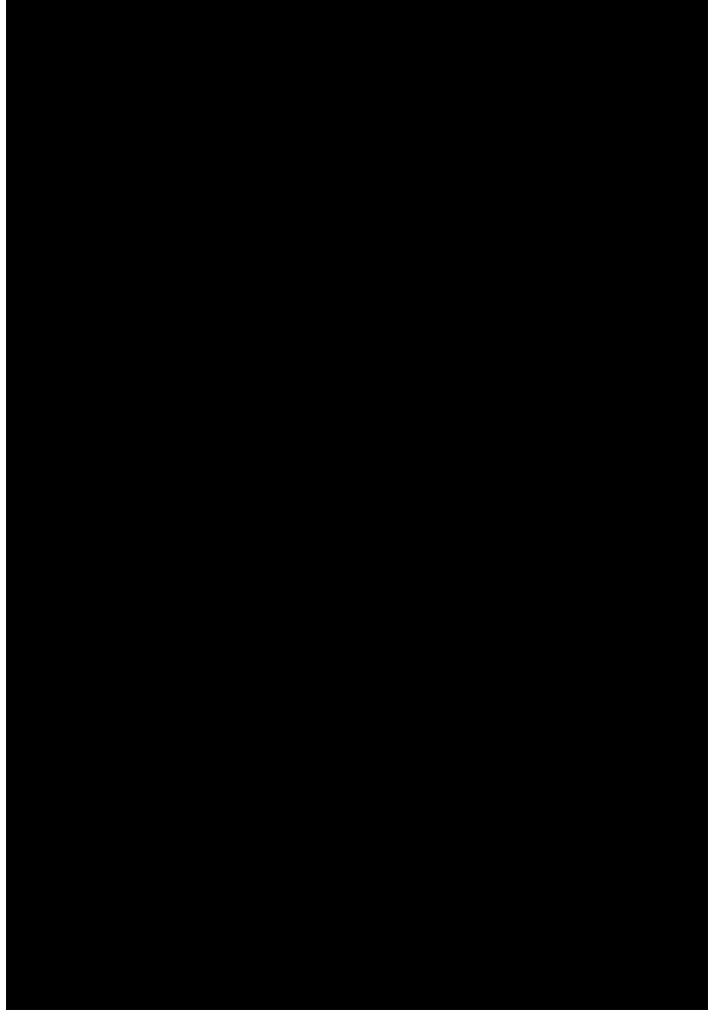


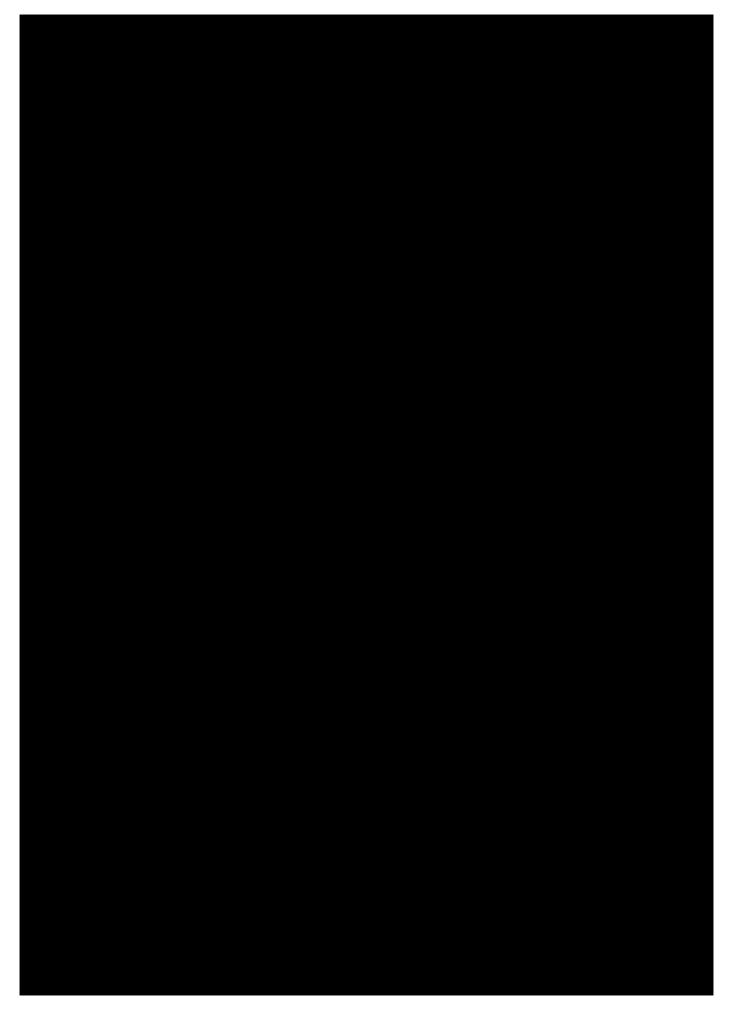










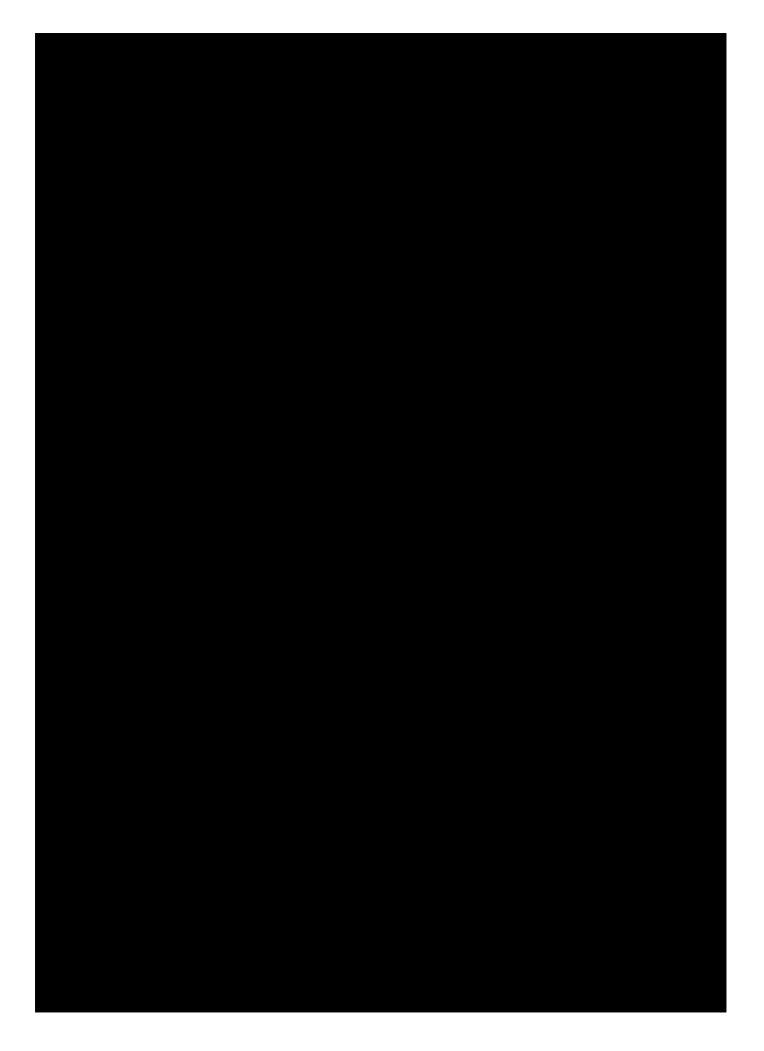




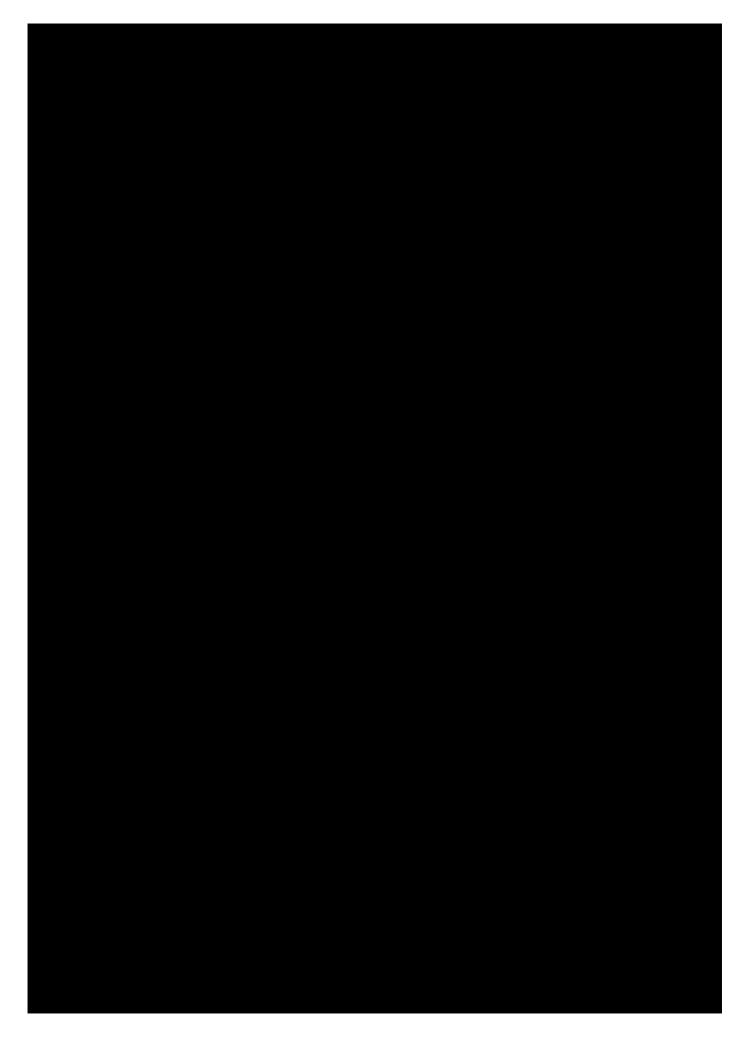


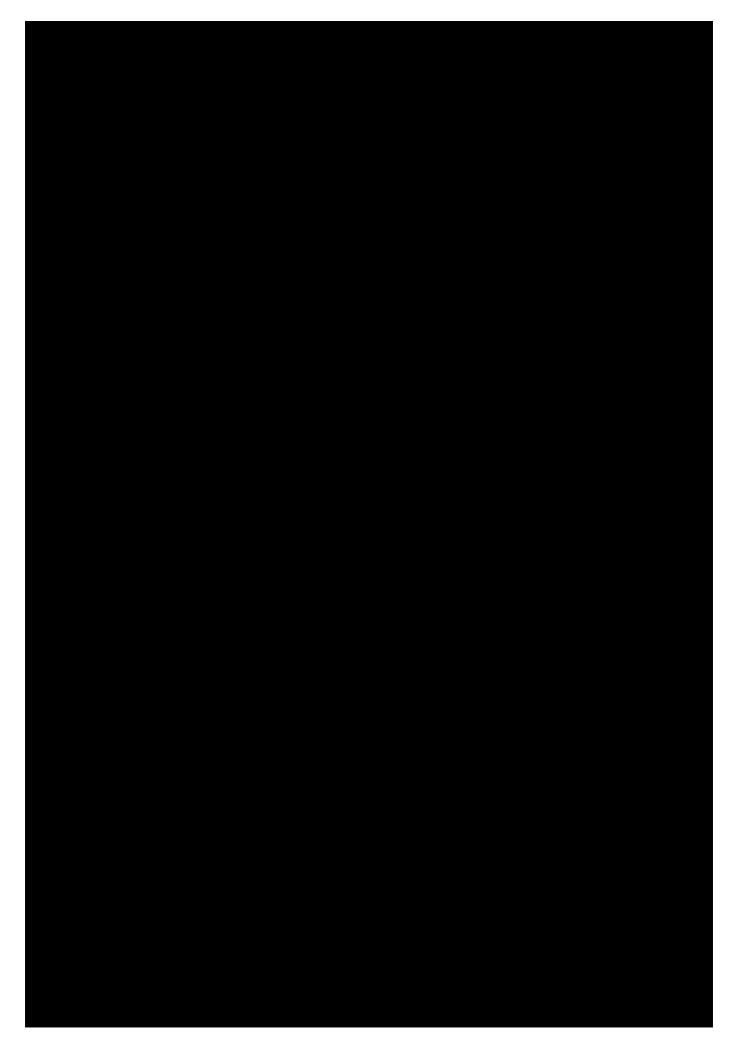








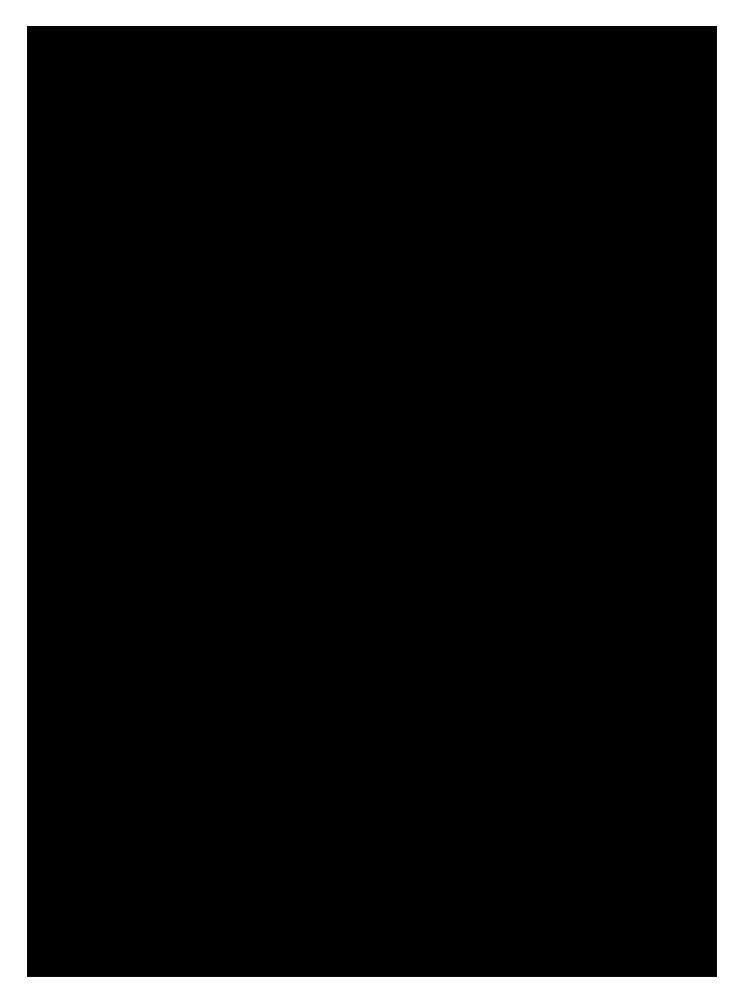


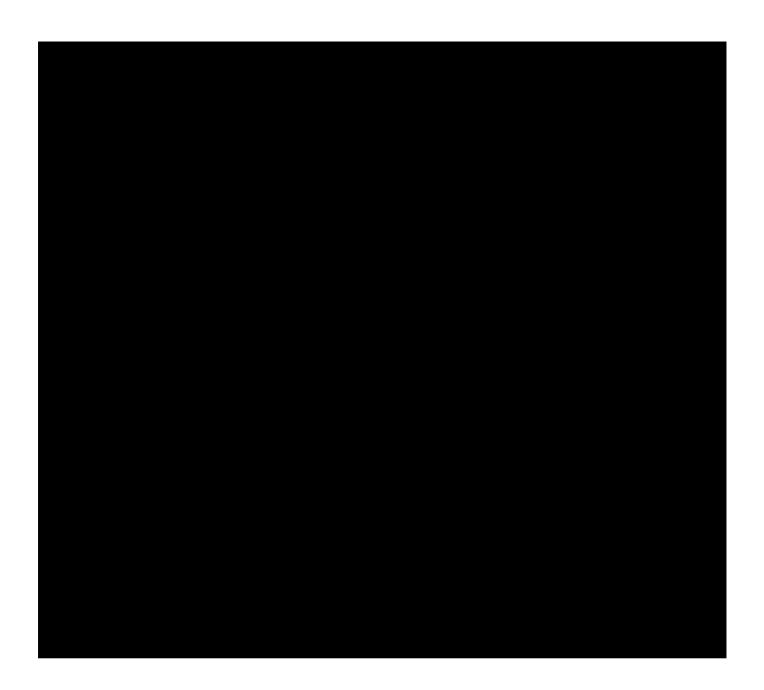


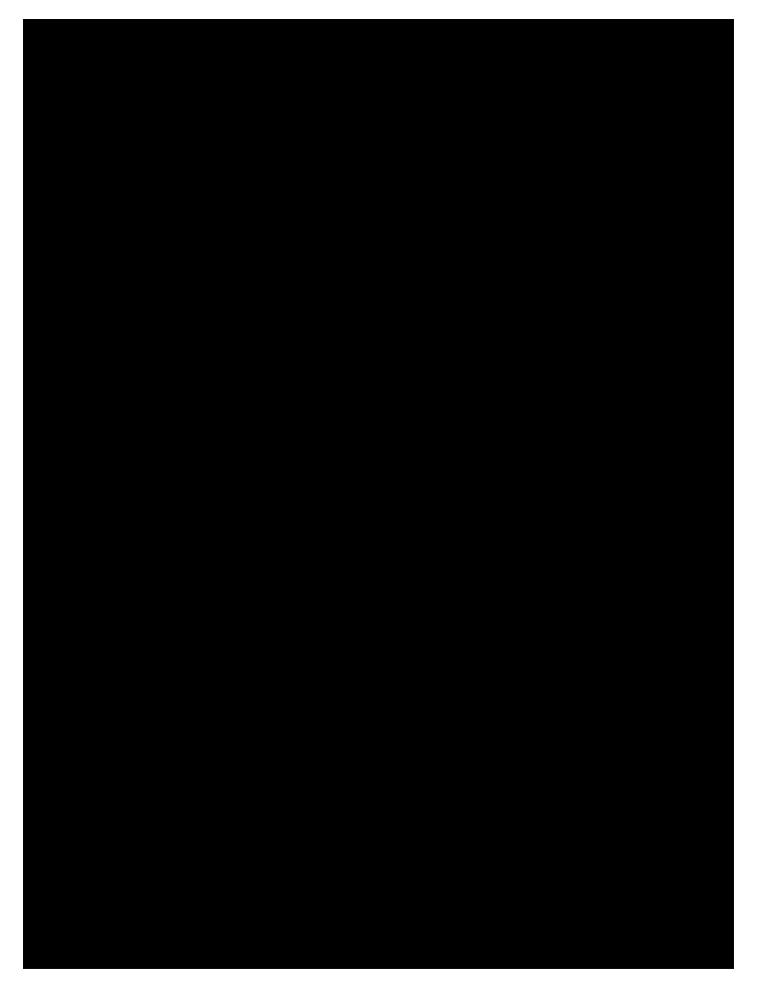














## **Appendix 5: Processing Personal Data**

- This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
- The contact details of the Authority Data Protection Officer are: <u>Dgc.gdpr@defra.gov.uk</u>
   Nobel House, 17 Smith Square, London. SW1P 3JR

3.

Authority.

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

Data Processing descriptor	Narrative	
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause 15.	
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a series of key stakeholder workshops	
Duration of the processing	Processing will take place for the duration of the contract: 11/06/2024 to 27/12/2024. Data will be retained for the statutory minimum required by the contract, i.e., six years. Scientific research data will be retained indefinitely in order to be available to the research community.	
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)	
Type of Personal Data	May include: name, address, telephone number, images	
Categories of Data Subject	Volunteer stakeholders, staff, consultants	

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

Collected data will be retained for the statutory minimum of 6 years, unless the data are needed for scientific research purposes, in which case those will be held indefinitely. Where appropriate the latter will be anonymised. All data to be destroyed will be deleted from the Contractor's computer system i.e., emails, servers and back-ups.

## **Appendix 6: Performance Management Framework**

#### 1. Overview of the PMF

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure, and control all aspects of the Supplier's performance of contract responsibilities should they be awarded following mini competitions.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated, and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
  - Updates to Authority
  - Data Handling
  - Participatory Outputs
  - Reports
  - Presentations
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

#### 2. Management of the PMF

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings with the Authority, who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also must be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.
- 2.5. The Authority reserves the right to amend the existing KPI's detailed in appendix 7 below or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

# **Appendix 7: Key Performance Indicators**

KPI an	d deliverables	Measurement	Fail	Acceptable
1.	Updates to Authority	Regular, and ad hoc, verbal, and written updates summarising progress and challenges	Updates are infrequent or lacking enough detail to assure the Authority of progress	Updates are timely and include enough detail to assure the Authority of progress
2.	Data handling	Secure, accessible, and organised collecting and storage of data/information relating to the project	Data, information, and files are not kept up-to-date and are unavailable	All project data and information are up-to-date and accessible to the Authority
a.	Evidence synthesis	Collection and storage of external and internal evidence sources, as well as any annotations / analysis	Evidence is only cited and not made available to the Authority	Evidence is gathered, stored and accessible to the Authority.
b.	Evaluation questions	Proportionate collection and secure storage of key informant views and secondary data underpinning evaluation questions	Inadequate range of views and information accessed and not stored	Key stakeholders consulted and their views and other information are gathered and stored securely.
C.	Baselines and data collection plan	Collection and storage of data used to develop and test counterfactuals and baselines	Data is inadequate to achieve deliverable	Data is adequate and available to the Authority.
3.	Reports	Draft iterations and final reports, including comment logs and requested changes	Reports are late, incomplete and do not adequately address feedback from the Authority or deliverables	Reports are on time, complete, incorporate comments and address all deliverables
4.	Presentations	Presentation materials and delivery of key findings	Presentations do not take place	Presentations take place and convey key findings clearly
5.	External communication	All external comms material is targeted to key stakeholders following the Authority's standards	External comms is not delivered and/or in infringement of the Authority's standards and rules of conduct.	External comms (e.g., social media, editorial pieces, graphs) are delivered to maximise stakeholder engagement.

## **Appendix 8 - NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** is made on the 11<sup>th</sup> of June 2024 (the "Commencement Date"

#### **BETWEEN:**

The Andersons Centre LLP - registered in England and Wales under number [OC390932] whose registered office is situated at [ 3rd Floor, The Tower, Pera Office Park, Melton Mowbray, Leicestershire, LE13 0PB] (the "Contractor");

and

(each a "Party" and together the "Parties").

#### WHEREAS:

- (a) The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the "Authority") to provide goods and/or services to the Authority in an agreement dated [insert date] (the "Contract").
- (b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is an employee of the Contractor engaged in the provision of certain goods and/or services to the Authority in support of or in connection with the goods and/or services to be provided by the Contractor under the Contract.
- (c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.
- (d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

### NOW IT IS AGREED as follows:

**Definition and Interpretation** 

- 1. In this Agreement:
- a) "Confidential Information" means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial,

financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679); whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

- b) "Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
- 2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
- 4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
- 5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

#### CONFIDENTIALITY

- 6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor's delivery of the goods and/or services under the Contract without the prior written permission of the Authority.
- 7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.

- 8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.
- 9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.
- 10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.
- 11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.
- 12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
- 13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.
- 14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
- 14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
- 14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
- 14.3 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
- 14.4 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;
  - provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

- 15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
- 16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
- 17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
- 18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
- 19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
- 20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

#### **GENERAL**

- 21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
- 22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
- 23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
- 24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.

25.	This Agreement shall be governed by and shall be interpreted in accordance with the
	laws of England.

26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIGNED by the authorised signatory for and on behalf of the Contractor:

