



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

COMMERCIAL IN CONFIDENCE

[REDACTED]
Executive Director – Policy & Engagement
Institute of Environmental Management & Assessment (IEMA)
Saracen House
Crusader Road
City Office Park
Tritton Road
Lincoln
LN6 7AS

Our Ref: 21784
Date: 24/03/2015

FTAO Addressee: [REDACTED]

By Email to: [REDACTED]

Dear Sirs,

Award of contract for the UK Operation of the Eco-Management and Audit Scheme

Following your proposal for the supply of the Services to the Department for Environment, Food and Rural Affairs (**Customer**), we are pleased to award this contract to you.

This letter (**Award Letter**) and its schedules set out the terms of the contract between the Customer and the Institute of Environmental Management & Assurance (IEMA) (**Contractor**) for the provision of the Services.

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract attached to this Award Letter (**Conditions**).

If there is 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 Agreement as they will not be accepted by the Customer and may delay the process.

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

The Services shall be performed at the Contractor's premises at the following address, unless travelling or attending meetings on the Customer's behalf:

Institute of Environmental Management & Assessment (IEMA)
Saracen House
Crusader Road

City Office Park
Tritton Road
Lincoln
LN6 7AS

2. The charges for the Services shall be as set out in Schedule 2 - Pricing Schedule.
3. The specification of the Services to be supplied is as set out in Schedule 1 – Specification of Requirements
4. The Term shall commence on 1st April 2015 and the Expiry Date shall be 31st March 2017.
5. The address for notices of the Parties are:

Customer Contact

Defra
Nobel House
17 Smith Square
London
SW1P 3JR

Contractor

Institute of Environmental Management
& Assessment (IEMA)
Saracen House
Crusader Road
City Office Park
Tritton Road
Lincoln
LN6 7AS

Attention: [REDACTED]

Attention: [REDACTED]
Director – Policy & Engagement

Email:
[REDACTED]

Email: [REDACTED]

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

Name

Title

[REDACTED]

Defra - Policy Advisor - Resource
Efficiency and Eco-Innovation

[REDACTED]

Executive Director – Policy &
Engagement, IEMA

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: SSCL, Lion House, Willowburn Trading Estate, Alnwick, Northumberland, NE66 2PF. Within ten (10) Working Days of receipt of receipt of your approving electronically on the Authority's e-Sourcing platform (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 ssd.enquiries@defra.gsi.gov.uk or by telephone **0845 603 7262** between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will be [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Services.

Please confirm your acceptance of the award of this contract by approving electronically on the Customer's e-Sourcing platform (Bravo) within seven (7) days from the date of this Award Letter. 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 faithfully,

[REDACTED]
Category Manager
Department for Environment, Food and Rural Affairs
Network Corporate Services
Room 401, Foss House, Kings Pool
1-2 Peasholme Green
York
YO1 7PX
e-mail: [REDACTED]



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Contract (Short Form – Services)

**Contract for: The UK Operation of the Eco-
Management and Audit Scheme (EMAS)**

Contract Reference: 21784

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Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Secretary of State for Environment, Food and Rural Affairs and (ii) the Contractor constituted by the Contractor’s countersignature of the Award Letter;
“Award Letter”	means the letter from the Customer to the Contractor containing these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“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;

“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Party”	means the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Contractor or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the 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 requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Contractor”	means the person named as Contractor in the Award Letter;
“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 Error! Reference source not found. or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by approving electronically on the Customers e-Sourcing platform (Bravo) within seven (7) days from the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor’s industry, profession or trade;

- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. If 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 terminated in accordance with the terms and conditions of the Agreement.

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 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.
- 5.3 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 receipt of a valid invoice which 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.
- 5.4 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.

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness,

maternity leave, paternity leave, termination of employment or other extenuating circumstances.

- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 If the Contractor enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice.
- 8.3 If the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual

property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Contractor hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

a) any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and

b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

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

10 Governance and Records

10.1 The Contractor shall:

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

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

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

records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

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

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

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

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

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

b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

d) in accordance with clause 12.

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

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

12 Freedom of Information

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

accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

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

13 Protection of Personal Data and Security of Data

- 13.1 The Contractor shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

- 13.2 Notwithstanding the general obligation in clause 13.1, where the Contractor is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Contractor shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Contractor is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

a) any breach of the security requirements of the Customer as referred to in clause 13.3; and

b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

- 13.3 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 Liability

14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:

a) loss of profits;

b) loss of business;

c) loss of revenue;

d) loss of or damage to goodwill;

e) loss of savings (whether anticipated or otherwise); and/or

f) any indirect, special or consequential loss or damage.

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

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Contractor. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they

cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least one (1) month (or, if the Agreement is less than three (3) months in duration, at least ten (10) Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within thirty (30) days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17; or
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
- 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

- 18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one (1) month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

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

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-

mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

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

SCHEDULE 1
SPECIFICATION OF SERVICES

Definitions

For the purposes of Schedule 1, unless the context otherwise requires, the following words shall have the meanings given to them below.

“Acorn Scheme”	means the IEMA Acorn Scheme – an officially recognised Environmental Management System Standard
“Applicant Organisation”	means an organisation that is applying for EMAS registration.
“Competent Body”	means the body responsible for the registration of organisations under EMAS.
“Contractor”	means the person named as Contractor in the Award Letter
“Customer”	means the Department for Environment, Food and Rural Affairs
“EMAS”	means Eco-Management and Audit Scheme
“EMAS Register”	means the online database hosted by the European Commission which lists all EMAS registered organisations and sites
“EMS”	means Environmental Management System
“IEMA”	means Institute of Environmental Management & Assessment
“Member States”	means Member States of the European Union
“the Regulation”	means Regulation (EC) NO 1221/2009
“Working Hours”	means 0830 to 1700 Monday to Friday, excluding public holidays
“Working Day”	means any day other than a weekend or bank holiday in England and Wales
“UKAS”	means the United Kingdom Accreditation Service

1. Background

- 1.1 The Customer is responsible for implementing the Eco-Management and Audit Scheme (EMAS) in the United Kingdom (UK). EMAS is a voluntary European Union wide environmental registration scheme which requires organisations to implement an Environmental Management System (EMS) and report publicly on their performance. Article 5 of the Regulation requires Member States to set up a Competent Body responsible for the administration and registration

functions of the scheme. For reference, a copy of the Regulation is at: <http://www.emas.org.uk/regulation/mainframe.htm>

2. Overview of Requirements

- 2.1 The Contractor shall be required to carry out all the administrative functions of Competent Bodies required by Regulation EC No 1221/2009 under Article 11. The Contractor shall be designated as the Competent Body for the EU Eco Management and Audit Scheme for England, Wales, Northern Ireland and Scotland otherwise called the EMAS Competent Body for England, Wales, Northern Ireland and Scotland to carry out all the functions required of Competent Bodies in Regulation EC No 1221/2009 of the European Parliament and Council of 25 November 2009.
- 2.2 These administrative functions include, but are not limited to the following:
 - 2.2.1 The receipt and consideration of applications for registration from Applicant Organisations in the UK.
 - 2.2.2 Where an Applicant Organisation applies for registration, the Contractor shall register that Applicant Organisation and give it a registration number if all the applicable conditions are fulfilled.
 - 2.2.3 The Contractor shall inform the Applicant Organisation that it has been registered and provide the Applicant Organisation with its registration number and the EMAS logo.
 - 2.2.4 If the Contractor concludes that an Applicant Organisation does not comply with the requirements, the Contractor shall refuse to register that Applicant Organisation and communicate a reasoned justification to the Applicant Organisation.
 - 2.2.5 If the Contractor receives a written supervision report from the accreditation or licensing body which provides evidence that the activities of the environmental verifier were not performed adequately enough to ensure that the requirements of this Regulation are met by the Applicant Organisation, the Contractor shall refuse to register that Applicant Organisation. The Contractor shall invite the Applicant Organisation to submit a new application for registration.
 - 2.2.6 In order to obtain the necessary evidence for taking a decision on refusal of registration of Applicant Organisations, the Contractor shall consult the concerned parties including the Applicant Organisation.
 - 2.2.7 The Contractor shall carry out the functions required to renew the registration of the Applicant Organisation if all the following conditions are fulfilled:
 - 2.2.7.1 the Contractor has received a validated environmental statement, a validated updated environmental statement or a non-validated updated environmental statement as referred to in article;

2.2.7.2 the Contractor has received a completed form, which includes at least the minimum information set out in Annex VI, as referred to in Article 6(1)(d) and in Article 6(2)(d) of the Regulation;

2.2.7.3 the Contractor has no evidence that the verification and validation have not been carried out in accordance with the Regulation;

2.2.7.4 the Contractor has no evidence of non-compliance by the Applicant Organisation with applicable legal requirements relating to the environment;

3. Service Component Description

3.1 In addition to the functions set out in the Regulation the Contractor as the Competent Body shall:

3.1.1 specifically ensure that its role as the Competent Body is kept separate from its other business and professional functions by declaring separate roles and functions in its annual report and accounts;

3.1.2 process applications within twenty (20) Working Days from receipt of the application to completion of registration, except where delays by the applicants, accreditation body or regulators in providing necessary information make this impossible;

3.1.3 handle enquiries and correspondence about all aspects of EMAS, including the application process as well as technical queries and questions about the implementation of the requirements of the Regulation, ensuring that a full reply is normally sent to correspondents within ten (10) Working Days of receipt at the latest;

3.1.4 in consultation with and approval of the Customer, establish rules for the resolution of appeals and complaints made against the Contractors decisions (in line with Article 12(1)(b) of the EMAS regulation), and refer any unresolved complaints about the Acorn Scheme's administration to the Customer;

3.1.5 actively raise awareness of the business benefits of EMAS, and its links with ISO 14001, BS8555 and the Acorn scheme, to all types of company, of any size, in every sector, through participating in the Customer arranged events and on request provide input to relevant Customer publications;

3.1.6 on request from the Customer draft the text of guidance documents and other support literature;

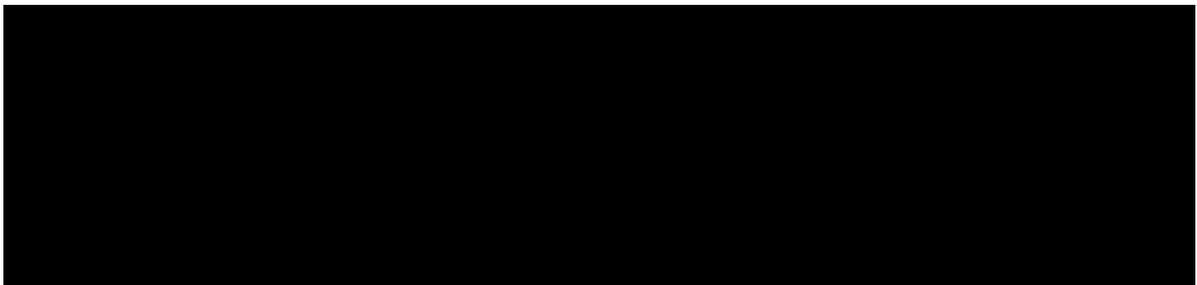
3.1.7 maintain and develop information about EMAS, accreditation and certification of the Environmental Management System (EMS) and related issues in a web based format;

3.1.8 maintain and regularly update the EMAS Register;

- 3.1.9 maintain and update (six (6) monthly) information about national take-up of the United Kingdom Accreditation Service (UKAS) accredited ISO 14001 certifications by ensuring certification bodies regularly provide data;
- 3.1.10 respond to occasional requests from the Customer and other organisations for a detailed analysis of EMAS take up by sector, size, region, or other relevant criteria;
- 3.2 The Contractor shall meet the Customer, the Welsh Assembly Government, the Northern Ireland Executive and the Scottish Government at least once each year of the Contract to review administration of the Acorn Scheme, discuss effectiveness of the promotional strategy, and review proposals for any new promotional activities.
- 3.3 The Customer and the Contractor shall jointly control policy development of EMAS at international level through meetings of the EMAS Article 49 management committee.
- 3.4 The Customer shall inform devolved administrations of any significant outcomes of meetings with the European Commission, and the development of Government EMS policy.
- 3.5 The Contractor shall attend meetings of the EMAS Article 49 management committee organised by the European Commission in their capacity as the UK expert and advise the Customer on development of EMAS policy.
- 3.6 The Contractor may be required to represent the UK at other meetings of national EMAS and EMS experts at the invitation of the European Commission or when requested by the Customer.
- 3.7 Article 33 of the EMAS regulation requires Member States to promote the participation of organisations in the Acorn Scheme taking into account activities referred to in Articles 34 to 38. The Customer shall develop, and review annually, a strategy aimed at increasing the take up of UKAS accredited and certified EMSs, including the global standard ISO 14001, EMAS, BS 8555 and the Acorn scheme.
- 3.8 Implementation of the promotional strategy shall be controlled by the Customer to ensure consistency with environmental strategies and policies adopted by devolved administrations as well as other UK government environmental and sustainable development initiatives such as policies on sustainable consumption and production, on waste, water, carbon emissions, climate change, procurement and resource productivity.
- 3.9 The Contractor shall support the Customer in delivering: a) the objectives of an EMS promotional strategy developed by the Customer and reviewed annually; b) the objectives of the Government's EMS position statement.
- 3.10 Administration costs as defined in 2.2 – 2.2.7.4 and 3.1 – 3.1.10 of running the Contract shall be recovered by the Contractor from the registration fees received from the Applicant Organisations. The Contractor shall notify the

Customer at the end of each financial year of the total amount of the costs incurred and registration fees that the Contractor has charged. The recovery of registration fees from the Applicant Organisation is the Contractor's responsibility.

- 3.11 The Customer shall only reimburse the Contractor for expenses incurred whilst the Contractor attends meetings on behalf of the Customer up to the limit of the maximum capped price, as defined in Schedule 2 – Pricing Schedule.
- 3.12 As opportunities occur during the course of the year the Contractor shall inform the Customer of those events which they wish to attend, and seek authority from the Customer before they proceed with arrangements. The level of travel and subsistence costs shall be based on the rates as detailed in Annex 2 – Travel and Subsistence. The Contractor shall seek the most economic and cost effective travel routes where appropriate.
- 3.13 The scale of the charges as described at 3.10 that the Contractor can charge to the Applicant Organisation from the commencement of the Contract shall be:



4. Location of services

- 4.1 The Services shall be performed at the Contractor's premises at the following address unless travelling or attending meetings on the Customer's behalf:
Institute of Environmental Management & Assessment (IEMA)
Saracen House
Crusader Road
City Office Park
Tritton Road
Lincoln
LN6 7AS

5. Costs

- 5.1 Costs are clearly broken down in Schedule 2 – Pricing Schedule, and defined in 3.10 and 3.11.

6. Contract Period

- 6.1 The Contract start date shall be 1st April 2015 and the expiry date shall be 31st March 2017.
- 6.2 In addition to clause 16 – 'Termination', the Authority may terminate the Contract by giving one (1) month written notice to the Contractor if the EMAS

Regulation is discontinued as a result of the European Commission's internal review, or if a change in UK Government results in a change in the budget for 2016/17.

7. Governance and Contract Management

- 7.1 The Contract shall be co-managed by the Authority's Contract manager and the successful Contractor as defined in the Award Letter.
- 7.2 The Authority and the Contractor shall hold yearly review meetings at the Authority's premises.

8. Performance Management Framework (including Key Performance Indicators and Service Credits)

Rationale

- 8.1 KPIs are essential in order to align the Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver. Without the use of service credits in such a situation, this service failure places strain on the relationship as delivery fall short of agreed levels.
- 8.2 The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving service.
- 8.3 The Authority shall work closely with Contractor on regular occasions to review performance against KPIs and if appropriate agree action plans. The Authority expects the Contractor to agree and implement these plans. If this does not happen, only then shall service credit principles be applied.
- 8.4 The KPIs for this Contract are set out at Annex 1 – Key Performance Indicators.
- 8.5 Service Credit Principles
 - 8.5.1 The use of service credits is governed by the following principles:
 - 8.5.2 Service credits sit within the wider service management approach being pursued by the Contractor and the Authority.
 - 8.5.3 The service credit regime shall be instigated on each occasion where there is a service failure (i.e. where it is recognised by the Authority that the standards have fallen below the minimum).
 - 8.5.4 Failure to achieve the overall performance target of a minimum standard for any KPI at a yearly review meeting shall result in the reimbursement of 10% of the total value of the Contract.

- 8.5.5 The Authority has full and complete discretion on whether to claim all, part or none of a service credit to which it is due. Any applicable service credits shall be calculated and applied annually.
- 8.5.6 Service credits claimed shall be paid to the Authority as a credit note within one (1) month following the date at which the service credits were applied.
- 8.5.7 The full, agreed service credit regime shall operate from the Contract start date until the end of the Contract.
- 8.5.8 Should either the Contractor or the Authority decide to discontinue the service at any point during the agreed period, a final review meeting shall be held.

9. **Payment**

- 9.1 Payment shall be made to the Contractor after each meeting that the Contractor attends on behalf of the Authority. This shall not exceed the Maximum Capped Price as defined in Schedule 2: Price Schedule.

Annex 1 – Key Performance Indicators

Key Performance Indicators					
KPI	Goal	Measure	Measurement system	Base level requirement	
				End of Year 1	End of Year 2
KPI 1	Process all organisations' applications for EMAS registration within twenty (20) working days	The Contractor shall process all applications from the Applicant Organisations for EMAS registration within twenty (20) working days.	Two (2) weeks before the yearly review meeting, the Contractor shall provide a list to the Authority that details all Applicant Organisations and registration numbers allocated to successful applicants and indicate if each application was processed with twenty (20) working days.	90%	90%
KPI 2	Meet with the Contractor, The Welsh Assembly Government, the Northern Ireland Executive, the Scottish Government at least once a year of the Contract	The Contractor shall meet with the Welsh Assembly Government, the Northern Ireland Executive and the Scottish Government at least once each year of the Contract.	The Contractor shall confirm attendance to the Contractor of all EMAS related meetings with the devolved administrations via email.	100%	100%
KPI 3	Attend meetings of the EMAS Article 49 management committee	The Contractor shall attend meetings of the EMAS Article 49 management committee	The Contractor shall confirm their attendance to meetings of the EMAS Article 49 management	100%	100%

	organised by the European Commission	organised by the European Commission. The Contractor shall confirm their attendance to the Customer in advance of each meeting and provide an update following each meeting attended.	committee organised by the European Commission via email to the Customer in advance of each meeting. The Contractor shall provide an update to the Authority via email following each meeting attended.		
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Annex 2 - Travel and Subsistence

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

Rail Travel

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

Mileage Allowance

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

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

** Under HMRC rules this expense is taxable.

UK Subsistence

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

Worldwide Subsistence Rates

Location	Rate
Brussels - Bed and Breakfast	165.6 Euros
Brussels Lunch	23 Euros
Brussels Dinner	40 Euros
Brussels Drinks	8 Euros
Location	Rate

Barcelona - Bed	176 Euros
Barcelona - Breakfast	20 Euros
Barcelona - Lunch	24.5 Euros
Barcelona - Dinner	44.5 Euros
Barcelona - Drinks	7 Euros

Foreign travel

Foreign and Commonwealth Office's (FCO) country by country rate shall apply as the basis for the ceiling for subsistence claims – as in the case of domestic travel receipts will be required for all expense claims made.

In line with the Treasury principle of managing by exception, managers or approvers have the discretion to allow increases/decreases to these ceilings where evidence is available to suggest the ceilings are inappropriate. The Authority point of contact for this shall be Hannah Schellander as named in the Award Letter.

There shall be prior approval for all foreign travel by the Authority.

<http://intranet.defra.gsi.gov.uk/working/finance-procure/travel/subsistence/index.asp#3>

Schedule 2: Pricing Schedule

- 1 The Customer agrees, subject to the Contractor's compliance with this Contract to make maximum payments as indicated below, against a valid invoice. Payment shall not exceed the allocated budget in the table below.

Year	Maximum capped Price - Great British Pound (£)
Year 1 (2015/16)	£7,200
Year 2 (2016/17)	£7,200
Maximum capped Price	£14,400

All prices are exclusive of VAT.

All prices are shown in £ Sterling (GBP)