



Department
for Environment
Food & Rural Affairs

Short Form Contract

Conditions of Contract for Services



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1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">• Government Department;• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);• Non-Ministerial Department; or• Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;

“Customer”	means the Secretary of State for Environment, Food and Rural Affairs;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;

“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order Number”	means the Customer’s unique number relating to the order for Services to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Regulations”	means the Public Contract Regulations 2015 (SI 2015/102);
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter, including without limitation to deliver the objectives specified at section 1.3 of the proposal and including any modified or alternative services as may be agreed from time to time in accordance with the Agreement;
“Specification”	means the specification for the Services set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day”

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

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

2. Basis of Agreement

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

3. Supply of Services

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

- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
- 3.2.3 provide co-operation and information as required by the evaluation team for evaluation purposes as specified in the Monitoring and Evaluation Information Leaflet attached at Annex 3 to the Award Letter, including without limitation by providing the information and assistance specified in the section headed "your role in the evaluation";
- 3.2.4 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;
- 3.2.5 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.6 comply with all applicable laws; and
- 3.2.7 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

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

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 Where the Charges are to be paid by way of milestone payments, the Customer shall not be obliged to pay any milestone payment unless the criteria and outputs relating to the relevant milestone have been delivered to the reasonable satisfaction of the Customer.
- 5.5 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
- 5.9 In this clause 5, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.10 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

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

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

7. Staff and Key Personnel

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

and the Contractor shall comply with any such notice.

7.2 The Contractor shall:

7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

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

8. Assignment and sub-contracting

8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor

provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All Intellectual Property Rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any Intellectual Property Rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such Intellectual Property Rights all its Intellectual Property Rights in such materials.
- 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 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice,

or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

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

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- c. ensure that :
 - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

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

- e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- a. the Customer with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Customer following any Data Loss Event;
 - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;

- b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Customer;
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

14. Liability

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 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 Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16. Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:
- 16.2.1 (without prejudice to clause 16.2.7), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 where required to do so by law or regulatory authority;
- 16.2.5 the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union;
- 16.2.6 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.7 breaches any of the provisions of clauses 7.2, 11, 12, 13 or 17;
- 16.2.8 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 16.2.8) in consequence of debt in any jurisdiction; or
- 16.2.9 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.6 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 in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the

“Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.

- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22. Governing Law and Jurisdiction

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

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

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

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

Environmental Land Management: Tests and Trials



Department
for Environment
Food & Rural Affairs

Proposal Development Form

This form will enable you to provide us with more detail about your proposal so we can consider how it will contribute to the development of the new Environmental Land Management (ELM) system.

The form collects information to help understand the following questions:

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

Please read through the Funding and Reimbursement policy prior to completing this form.

[REDACTED]	[REDACTED]
Proposal Name:	Growing the Goods- a trial to map, assess and improve delivery of public goods in the horticulture sector
[REDACTED]	[REDACTED]

Section 1. Proposer Details

1.1	Name of lead applicant / organisation	<i>Landworkers' Alliance</i>
1.2	Organisation address, including postcode and telephone number	<i>Fivepenny Farm, Spence Lane, Wootton Fitzpaine, Bridport, Dorset DT6 6DF</i>
1.3	Main contact name (if different from 1.1) a) Name b) Email c) Telephone	[REDACTED] [REDACTED] [REDACTED]
1.4	What is the legal status of your organisation? We need this information to draw up any agreement with you if funding is required from Defra. Examples include: Trading status a) public limited company b) limited company c) limited liability partnership	[REDACTED] [REDACTED] [REDACTED] [REDACTED]

	<p>d) other partnership</p> <p>e) sole trader</p> <p>f) third sector</p> <p>other (please specify your trading status)Applicant / Organisation telephone number</p>	
	<p>Is the applicant / organisation linked to any other business or organisation through shared ownership or control?</p>	<p>Yes</p>
	<p><i>The LWA/GC Horticulture Campaign is a joint venture between Landworkers Alliance and Growing Communities, in that they currently match fund the one day per week post of the Campaign Co-ordinator. However there is no official shared ownership or control between the two organisations.</i></p>	

Section 2. Proposal Scope

2.1	<p>Is this a test, trial or both?</p>	<p>Both</p>
<p>Tests – focus on specific elements or likely building blocks of the new system. They will be short, low risk, involve limited funding, few participants and will be explorative and iterative. <i>(For example a workshop or structured interviews could be used to test a land management plan).</i></p> <p>Trials – test the feasibility of new ideas. They will run for varying lengths of time. We will trial innovative and novel approaches to help us evaluate how we might cost-effectively roll these out more widely. Trials can run for various lengths of time and may run beyond 2022. They are more complex and could take longer to establish.</p>		

2.2

Please describe briefly the purpose of your to test or trial and how it addresses one or more of the policy questions (as set out in the guidance).

Consider the following ELM theme areas and how your proposal meets one or more of them;

- ***New and Innovative Mechanisms*** - *Mechanisms that will support the delivery of the new scheme (such as adopting new technology or novel approaches to establishing and making payments), that have not been used previously within agri-environment schemes and/or where the mechanism has not previously been used at the proposed scale.*
- ***Payment mechanisms*** – *focusing on how the new system will pay participants and the different mechanisms available*
- ***Land Management Plans*** – *looking at what mechanism will participants use to plan and record which public goods they will deliver*
- ***Advice and Guidance*** – *considering what expert support participants will require to help them plan and record the public goods they will deliver*
- ***Spatial Prioritisation*** – *looking at what mechanisms are available to set and agree local priorities within a national framework for the delivery of public goods*

- ***Land Management Plans (LMP)*** – *The trial will develop and test two mechanisms for creation and display of LMPs for horticulture: A map based approach connected to the proposed PG auditing tool, and a more traditional tabular style management plan, which lists proposed actions in sections according to the land parcel they refer to.*
- ***Advice and Guidance*** – *Initial design of the auditing tool, LMP methodology and payment options will involve a panel of advisor growers drawn from various parts of the horticulture sector (different scales, production systems and distribution methods). An innovative aspect of the trial is that “peer learning techniques” will be tested alongside more traditional forms of advice such as guidance leaflets, to support growers in auditing public goods, creating management plans and introducing new actions to deliver public goods.*
- ***Spatial Prioritisation*** – *We hope the ELM scheme will be open to growers wherever they are located, so three cohorts of our participants will not come from specific geographical areas but represent a cross section of different production types. One cohort will involve vegetable producers (both field scale and glasshouse production), one will involve fruit growers (top and soft fruit) and one will involve agroecological market gardens that selling direct or are part of a larger mixed farm. The final two cohorts will be part of what we describe as “City Supply Systems”, which mean a combination of urban, peri-urban and rural hinterland production, located in “Food Zones” around a city, one of which will be London and the other Sheffield, representing a smaller city in the North of England. We will explore the possibilities for prioritisation according to national and local priorities through public goods auditing and potentially through the exploration of incentivisation.*

	<ul style="list-style-type: none"> ● New and Innovative Mechanisms – <i>This trial will break new ground on a number of fronts, by:</i> <ul style="list-style-type: none"> ➤ <i>Focussing on horticulture, including holdings of less than 5ha, since Countryside Stewardship Schemes have not previously been available for small and horticultural farms.</i> ➤ <i>Adapting and testing existing mapping tools to work at very small as well as large scale, to show the level of detail necessary to reflect the complex mixture of actions that can achieve multiple public goods on the same land area.</i> ➤ <i>Creating and testing of two innovative Public Goods auditing tools (one based on mapping and a simple “quick check” tool) to assess the number of actions to deliver PGs being carried out within each of the six PG categories.</i> ➤ <i>Testing an in-depth audit of the whole farm system, including “in crop” actions such as minimum tillage or no-dig (to improve soil care), distribution scheme related actions (to reduce carbon emissions and packaging waste). Previous iterations of Countryside Stewardship schemes have been focussed on conservation measures that happen “around the edges” of the production area.</i> ● Payment mechanisms – <i>The trial will focus on agreeing a way to quantify the public goods, which could feed into to a payment mechanism. Alternative systems will be considered alongside the more conventional “Income forgone plus costs” method to explore how such systems can best balance an adequate level of incentive with simplicity of use.</i>
2.3	<p>Describe the objectives of your test or trial and the outcomes and outputs you will capture and evidence. Your objectives are what you intend to have done by the end of the test or trial.</p> <p>You should consider having between 2 and 5 objectives depending on the nature and complexity of you test or trial. Please detail how the activities are appropriate and relevant to the test or trial.</p> <p>Your project officer will help you set out the objectives using the SMART criteria below</p> <p><i>Objectives should be SMART</i></p> <p><i>S - specific, significant, stretching</i></p> <p><i>M - measurable, meaningful, motivational</i></p> <p><i>A - agreed upon, attainable, achievable, acceptable, action-oriented</i></p> <p><i>R - realistic, relevant, reasonable, rewarding, results-oriented</i></p> <p><i>T - time-based, time-bound, timely, tangible, trackable</i></p> <p><i>Example of a SMART objective:</i></p> <ul style="list-style-type: none"> ● <i>Co-design and develop 50 Land Management Plans across Dunlow County by 31st March 2020.</i>

	<ul style="list-style-type: none"> • <i>Develop a landscape plan for Dunlow State Park and agree local priorities, working with local farmers by 31st December 2019</i> • <i>Hold 10 workshops across Dunlow County to consider the Role of advice and guidance to deliver Land Management Plans by 31st May 2020</i> • <i>Trial a reverse auction approach, working with the Dunlow Water Authority, across the River Dunlow Catchment – holding 4 auctions between September 2019 and October 2020.</i>
	<p>Objectives</p> <ol style="list-style-type: none"> 1. To identify and test mapping tools, including GIS, that will be simple, accessible and adaptable, but with the capacity to show the complexity and detail involved in diverse, agroecological horticulture production. This will involve testing the application to horticulture of a selection of mapping approaches on five horticulture holdings of different scales and types, particularly addressing the issues relating to scale that inhibit the display of more complex, integrated land management practices at a sub-field level. Preliminary testing of mapping tools will occur during the first three months of the trial (July to August 2020). 2. To develop and trial an auditing approach, which meets the needs of growers to assess their natural and social capital and the actions they are taking to deliver public goods, and to enable the development of well-informed land management plans. During an initial development phase (July – August 2020), map-based and simpler, menu style, audits will be co-designed and compared by a group of stakeholders from the horticulture sector, and tested on a cohort of 5 growers of different types and scales before being tested with all participants. Questionnaires, and interviews with a selection of participants at their farms will be used to evaluate ease and accuracy of use. 3. To test methodologies for the creation and display of Land Management Plans for horticultural enterprises. Co-designed frameworks for creating map based and traditional tabular LMPs will be tested, for both ease of use by the grower and accuracy and ease of comprehension, through preparation of LMPs by all participants. The Land Management Plans would need to be able to show both natural and social capital present on the holding and actions intended to deliver public goods in the six ELMS PG categories. 4. To test and compare different methodologies for assigning value to the delivery of actions leading to public goods, which could form the basis of an effective and fair system of evaluation and payment. A co-design process, involving stakeholders from different parts of the horticulture sector, will take place through a series of on-line workshops to generate a small number of proposals which will be tested with all participants in the trial. The aim would be to explore ways of quantifying actions that simultaneously reflect the diversity of different public goods being delivered on a piece of land, the labour involved and the area of land over which the actions are being carried out, and to achieve consensus on a preferred mechanism. <p>As part of the workshops, alternative systems for calculating incentives would be explored along with an income forgone plus costs method to discover which provides greatest incentive for change and most effectively corrects the market failures that have hitherto resulted in negative externalities (eg biodiversity loss, water pollution). The balance between ease of use and effectiveness in incentivising PG delivery will also be considered.</p>

	<p>The process of trying to achieve consensus around an effective way of quantifying public goods delivery will be a learning output in itself. Ideas for different approaches (income forgone plus costs vs points based system) will be tested on a small cohort of growers, and later on fresh growers not involved in development of the final methodology.</p> <p>5. To test different types of advice and knowledge-sharing- To prepare participants for creating their Land Management Plan, PG Action workshops on two sample topics (climate change mitigation and adaptation; and encouraging public access) will be run in four different formats (an on-site peer-based knowledge sharing session; a demonstration farm visit led by an advisor, a peer-based webinars and more traditional advice videos and leaflets and a will be tested in addition to the two aforementioned formats) to enable comparison of knowledge sharing and advisory methods. These workshops will also enable participants to share information on how they intend to create their Land Management Plan. Peer-based online support, remote clinics with advisers (telephone/email) and site-visit based adviser support while participants are creating their LMPs will also be tested. Evaluation of the different formats would be carried out through use of questionnaires and interviews, as well as comparing the resulting LMPs with the type of advice received by the author of the LMP.</p> <p>6. To test all the above with horticultural enterprises of all scales, types and production systems. Eight growers in each of the following five categories will be invited to participate in the trial:</p> <ul style="list-style-type: none"> ▪ Urban supply system in the North (Sheffield) ▪ Urban supply system in the South (London) ▪ Organic and non-organic fruit growers ▪ Non-organic and organic vegetable growers (Field scale and glasshouse) ▪ Agroecological/organic growers of various scales and marketing models
2.4	<p>How will your test or trial help us to develop the design of the new ELM system? This should include the policy and delivery questions your test or trial will help us answer. You will need to reflect how you will test or trial these questions in the objectives identified above. Please consider the policy questions set out in Annex A to this document.</p> <hr/> <p><i>Land Management Plans</i></p> <p><i>In the course of this trial we hope to answer the following questions:</i></p> <p>What mechanism will participants use to plan and record which public goods they will deliver?</p> <ul style="list-style-type: none"> • What are the important components to include in a LMP? • How are stated local and national priorities decided for inclusion in LMPs?

- In what way, if at all, have land manager attitudes, behaviours or practices changed as a result of preparing LMPs?
- What types of information, knowledge or skills have been applied to develop an LMP?
- What tools and mechanisms are used to produce LMPs (e.g. data format, stakeholders involved)? What data/information will participants require?
- What data/information will participants require?
- Will we require a combination of approaches depending on the public good or type of participant?
- How will we monitor and verify that participants are delivering the public goods they have signed up to deliver?
- Does the scheme design work for the variety of outcomes/outputs that we want to deliver?

The Land Management Plans will be based on existing and proposed actions to deliver public goods in each of the six PG categories. Two different styles of LMP will be tested:

- A traditional tabular management plan, in which proposed actions are listed in sections of a table relating to each distinct land parcel in the holding.
- A map format, in which existing and proposed actions leading to public goods will be displayed relating to the six public goods categories.

The co-creation workshops to prepare the LMP frameworks will provide useful discussions around all aspects of land management planning including information required, types of approaches, and the framework designs which will work for a range of outputs and types of enterprise.

To prepare for the creation of their Land Management Plan, all participants will perform a self-assessment audit of the natural and social capital on their land and the actions they are already undertaking to deliver public goods. Two PG auditing approaches will be compared and tested – a “quick check” assessment based on a menu of possible actions and a map-based assessment, which will lead to the development of the growers’ LMP. Participants will also be offered support in preparing their Land Management Plans either in the form of two peer based webinars or an “Advice clinic” by telephone or email. Follow up on-farm interviews with 10 of the participants will be used to find out how the LMP relates to the farm in question.

The Land Management Planning frameworks we develop should provide a clear record of actions to be delivered for the purposes of verification.

Advice

In the course of this trial we hope to answer the following questions:

- How, if at all, has advice and guidance been provided and by whom?
- In what ways has advice, facilitation and/or guidance supported T&Ts to achieve their objectives? In what contexts, for whom and in what circumstances?
- In what ways has advice and/or guidance helped to identify specific local priorities?
- In what ways, if at all, has advice and/or guidance influenced attitudes, behaviours and practices?

- In what way, if at all, has the provision of advice and/or guidance helped:
 - ensure knowledge exchange and capacity building?
 - build ambition and confidence?
 - build social and cultural capital?

What expert support will participants require to help them plan and record which public goods they will deliver?

- When should this be delivered?
- How many accredited experts will we require?
- Should advice be mandatory? How much free advice should we give?
- How will we ensure the advisers have the skills and knowledge they need?

A panel of growers and advisors (Co-design Participants) drawn from the organisations listed below will be involved in co-designing the PG audit tools, the Land Management Plan methodologies, the payment mechanisms and the training methodologies.

Alongside the involvement of these advisors, an innovative aspect of this trial is that it draws from the knowledge and experience within the sector, through the use of peer to peer training events, which will be compared with events delivered by expert advisors. The workshops will have two purposes:

1. To help participants understand the concept of PG, to identify actions that deliver PGs, to provide guidance on how to audit natural and social capital PGs actions and to support participants in creating a Land Management Plan (either map based or tabular) showing the additional actions they intend to carry out to deliver public goods.
2. To test different ways of sharing knowledge about how to deliver two specific categories of PG (Climate change mitigation and adaptation, and “Enhanced public engagement”) to widen understanding about the potential actions that could be included in a LMP.

The intention is to offer an introductory workshop on PG auditing and the creation of LMPs in September 2020, in preparation for participants undertaking the audit later that month. Unfortunately, due to Covid 19, it may not be possible to run face-to-face events as we had intended during the first year.

Ideally we would like to test events, such as “Farm Hacks” and visits to demonstration farms alongside webinars and videos in Autumn 2020, on specific PGs (purpose 2 above) prior to the participants creating their LMPs. This would enable us to assess the impact different methods on the resulting LMPs, which will be completed during Winter 2020/21. If Corona restrictions are still in place, the trial will have to focus on comparing on-line training methods. This might include asking participants to share and discuss video examples of how they are delivering these two categories of PG.

PG Action Workshop Leaders would include the host of the demonstration farm and another grower with expertise in delivery of the PGs being focussed on in that workshop. The value of the different types of knowledge sharing event will be investigated with questionnaires administered at the end of the events, followed by interviews of selected participants

Spatial prioritisation

What mechanisms are available to set and agree these local priorities? And which is best for our needs?

- How do local priorities work within a national framework for the delivery of public goods?
- How do we encourage and incentivise the delivery of outcomes that are prioritised in certain areas
- How do we encourage and incentivise collaboration for the delivery of public goods?

Certain landscapes in the UK, for example in Kent, Herefordshire, Somerset, Lincolnshire and the Lea Valley, have been influenced by their tradition of horticulture. Their ecology is adapted to land management practices such as orchard husbandry, field scale vegetable production or protected cropping. Modern farming practices have, in some cases, contributed to the deterioration of natural resources in some of these areas, for example where intensive cropping in Lincolnshire, has led to erosion of peat soils. At a smaller scale, individual holdings have the potential to deliver significant public goods.

Involving representatives of different parts of the horticulture sector in the co-design of the PG auditing process, LMP methodologies and potential incentive approaches will allow evaluation of how spatial prioritisation could work for the horticulture sector, both at the holding scale and the landscape scale, based on national and local priorities. The PG auditing tools and incentive approaches will be considered with regard to local as well as national priorities.

An important form of collaboration in the horticulture sector is the development of more sustainable regional/city supply systems, based on the Food Zones Model. Two of the sections of the trial would encourage a set of growers within and surrounding two cities, to collaborate through their Land Management Planning, with the aim of supplying these population centres with a wide range of fruits and vegetables through a combination of short supply chains or Alternative Routes to Market (ARMs) while maximising delivery of public goods. To test the climate viability of this aspect of the trial, a southern and a northern city would be chosen to take part.

Eligibility

Does the system design work for the types of people who haven't been eligible for agri-environment schemes in the past?

The horticulture sector has not traditionally been eligible for Countryside Stewardship payments, due to the fact many farms operate on a smaller acreage than arable or livestock farms. Large scale conventional horticulture has tended to operate quite intensively, and while holdings over 5ha have been eligible for BPS, subject to greening measures, the payments available for CS have not been deemed worthwhile in relation to the income derived from intensive production. Many organic and agroecological producers operate on a scale below 5ha, and have therefore not been eligible for any farm payments (BPS or CS). This proposal would therefore provide useful information to help ELM support delivery of public goods by a whole new category of participants.

New and Innovative Mechanisms

Among other questions, during the course of this trial we hope to find out:

which innovative delivery mechanisms work well to encourage take-up and in which holding types? Which work less well?

How will the new scheme deliver the outcomes?

- What are the range of different mechanisms that could deliver these outcomes and what role could they play in the new system?
- Do they work for all outcomes, sectors and geographies?

The Horticulture ELM aims to deliver a multitude of public goods outcomes through an innovative combination of:

- Two different, co-designed PG auditing approaches (to show both natural and social capital as well as the range of actions being undertaken to achieve PG outcomes);
- Two different types of co-designed Land Management Plan (a tabular and map-based plan);
- An advice framework designed to facilitate peer-to-peer learning (to facilitate horizontal transfer of knowledge about PG delivery between different scales and types of horticulture); and
- An evaluation system designed to incentivise adoption of environmentally beneficial actions within the sector.

These approaches and methodologies will be co-created by a panel of growers representing different scales and production systems (organic, biodynamic, IPM techniques) to ensure that they work for all aspects of the UK horticulture sector. As well as advocating actions to deliver public goods as part of land management, the trial will promote innovative distribution mechanisms, such as Community Supported Agriculture and marketing through a collaborative “City Supply System” such as Growing Communities’ Food Zones, which have implications on carbon emissions through transport and refrigeration. It will also encourage pioneering different models of public engagement, such as volunteer days or running courses. The Horticulture ELMS would be designed to reward growers already delivering a high level of public goods, such as existing organic and agroecological farms, but also to incentivise a higher level of PG delivery among non-organic growers. It would be designed to encourage geographically based collaboration, but would also be accessible to individual farms operating in isolated locations, who are nevertheless delivering public goods.

Payment mechanisms

- How will payments for public goods reflect natural capital principles?
- What will public funding pay for and on what basis?

	<p>Through the co-design work in objective 4, we hope to facilitate open discussions exploring a range of issues around incentives and valuing public goods and we would expect the above policy questions to be a part of these discussions and the testing of the outputs. Other issues we hope to cover include:</p> <p>1) How can payments be designed in such a way that they will both compensate growers who are already delivering multiple public goods at their own cost, whilst providing sufficient incentive to encourage increased PG delivery among more intensive growers.</p> <p>2) How can payments be calibrated to fairly reward growers of different scales, ensuring that small scale growers delivering a high level of PGs do not lose out to growers with a large acreage delivering a modest level of PGs.</p>
<p>2.5</p>	<p>What area (geographic location and scale) will your test or trial cover? <i>(Provide a map or geographic description of the general area you will be working, provide this as a GIS data layer if available or just an inserted picture. For those areas with a clearly defined and recognised location, a landscape description will suffice, e.g. National Park)</i></p>
	<p>Our participants will be selected to represent as wide a range of different sub-sectors of the horticulture industry as possible. Specific groups we will be looking to recruit from include:</p> <ul style="list-style-type: none"> ● Fruit growers – Top fruit (including cider apples), soft fruit and vineyards (including organic and non-organic production) ● Vegetable growers – Field scale and glasshouse production (Organic and Non-organic) ● Agroecological growers selling direct (eg CSAs*, farmers markets, farm shops) or whose business is integrated with a mixed farm (in terms of co-reliance on inputs such as manure, shared markets etc). ● Food Zones centring on the London Borough of Hackney (up to 60 mile radius) 8 participants) ● Food Zones centring on Sheffield (up to 60 miles radius) <p>The Food Zones model refers to an idealised hierarchy of concentric rings around a city or town from which vegetables, fruit and other foods are sourced. Produce from Zones 1 (Urban farms), 2 (Peri-urban farms) and 3 (farms in the rural hinterland) is supplied direct to a central distributor, such as Growing Communities in Hackney, while produce from Zones 4 (national), 5 (European) and 6 (further afield) is supplied via a wholesaler. For more details on the Food Zone model, see https://www.growingcommunities.org/food-zones As part of this trial we would like to test the PG Audit and Land Management Plan methodology on the range of farm scales that might supply a city or town, via the Food Zones model. While the rural hinterland supplying a large metropolitan area such as London covers much of the SE of England, this model can be applied on a smaller scale around a regional city or town. Within this trial we will aim to get representation of growers from Zones 1-3 (urban, peri-urban and rural hinterland) around two contrasting cites.</p> <p>We are keen that any resulting ELMS scheme would be open to growers regardless of where they are located, so have not tied the trial (apart from for the Food Zones cohorts). Across all five cohorts will will try to choose a blend of owner-occupied and tenanted holdings, to find out how this factor affects willingness to invest in long term public goods delivery. Each of the five cohorts outlined above will be represented by 8 Participant Growers.</p>

	<p>The Agroecology cohort of 8 growers will include 2 community supported agriculture (CSA) schemes, 2 independent market gardens and 4 which are part of mixed farms, to represent the potential PGs that arise from integration of horticulture with other forms of agriculture, particularly livestock. CSA is included as a model which encourages a high degree of public engagement, and it will be useful to test whether the audit tool reflects the social capital inherent in a CSA scheme. The independent market gardens will reflect the growing number of small scale growers who are supplying direct to customers through box schemes, farmers markets or wholesale to the catering trade.</p>
<p>2.6</p>	<p>Confirm who will be involved in your test or trial and describe how you will deliver your test or trial. This should include:</p> <ul style="list-style-type: none"> • Any organisations that will help you deliver the test or trial and their role • The expertise, capability and capacity of the proposal lead to undertake the activities proposed • Who will participate in the test or trial • The type of participants • The number of land managers or farmers participating • How you will select these participants • The mechanisms identified to capture the information and evidence <p>Please include as much detail as possible on the type of participants, such as the farm sector, demographics, land owner, tenant and current engagement in existing stewardship schemes.</p> <div style="background-color: black; width: 100%; height: 60px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 60px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 60px; margin-top: 10px;"></div>

[Redacted]

The trial will be delivered primarily by Landworkers' Alliance in conjunction with our partner in horticulture policy work, Growing Communities. [Redacted]

[Redacted]

The trial will involve different groups of participants, who can be summarised as follows:

- Co-design Participants (20) – These will be the people involved in the six two-hour zoom meetings during which the PG Action Audit approach and the LMP methodology will be designed. [Redacted]

[Redacted]

- Grower Participants: Initial Tests (5) – During the co-design process, the PG Action Audit and LMP Methodology will be tested on 5 growers to check for any glitches before the main trial.

- Grower Participants: Main Trial (40) – Five groups of eight growers will be recruited for the main trial, to test the PG Action Audit, the different workshop formats, the LMP support advice offer and the methodology for creating a LMP.

- Trainers for PG Action Workshops will include:

[Redacted]

[Redacted]

In addition, we will call upon the services of a number of contractors during the trial, including:

[Redacted]

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>Organisations that are members of the Fruit and Vegetable Alliance (FVA) will be consulted in the selection of practitioners to represent different parts of the horticulture sector, both in the Co-design process and to participate in the trial itself. In all parts of the trial, we aim to involve growers representing small, medium and large scale vegetable production, top and soft fruit production, glasshouse specialists and both agroecological (including organic, biodynamic and permaculture) and conventional (including IPM and LEAF Certified farms). We will also ensure that growers who are both tenants and landowners are participating, and growers selling through a variety of direct and indirect routes to market.</p> <p>Participants in the main trial will be a separate pool of growers, but will also be selected to represent a broad range of different scales, production systems and supply chain types for both fruit and vegetable production. These will include field scale and market garden scale vegetable production; protected cropping in glasshouses and polytunnels; top fruit and soft fruit; organic, non-organic and integrated pest management systems; growers selling directly via box schemes, farmers markets or wholesale to restaurants, Community Supported Agriculture, integrated short supply chain models and to supermarkets. We will also include some horticulture enterprises which are operating on mixed farms, either being run as part of a mixed farm business or being run as an economically separate enterprise, which benefits from integration of inputs/outputs (eg use of manure from livestock, grazing of green manures).</p> <p>Since horticulture has not hitherto been part of Countryside Stewardship programmes, most of the participants are likely to be new to such programmes. Also, many of the smaller scale growers, under 5ha, will not have been entitled to the Basic Payment Scheme, so will be entirely new to being recipients of payments. Many of these smaller scale growers also represent a younger than average demographic for farmers and some are also new entrants.</p>
2.7	<p>Please describe how you will monitor and evaluate the test or trial. Use this section to tell us;</p> <p>a) What data you will collect?</p> <p>b) How will it provide evidence of what has been achieved (E.g. the test or trial objectives, outcomes and impact)?</p> <p>c) How do you plan to collect the data?</p> <p>d) How often will you collect the data?</p> <p><i>a) What data will you collect? The specific purposes of the data collection will be to compare the ease of use/accessibility of the auditing and mapping methods with the accuracy and detail they convey.</i></p>

- A questionnaire survey of all participants to find out about their experiences of PG action auditing with different tools (September 2020)
- One questionnaire survey of all participants to assess the usefulness or otherwise of the different training techniques being tested, and how these influenced the creation of their Land Management Plans (February 2021)
- Follow up interviews of a sample following each of the questionnaire surveys to probe more deeply into what made the processes easier or more difficult.
- The effectiveness of the different training methods will be evaluated by comparing the content of the PG audits and Land Management Plans for each participant with the training type they took part in. Site visits to a sample of growers' farms will enable assessment of the accuracy of the LMPs against the actual actions being carried out and to look for any patterns in over/under representation of certain public goods/ actions?

b & c) How will it provide evidence of what has been achieved, and how do you plan to collect the data? Achievement of the six objectives will be evaluated in the following ways

- 1) Selection of PG auditing and mapping methods – The outputs from this process will be provided, along with a report on the issues arising from the co-design and initial small-scale testing process.
- 2) To compare ease of use of the two different methods of public goods auditing and Land Management Planning – Two of each cohort of growers will be asked to use one of the four different combinations of the two tools (ie Quick check survey, GIS Mapping, GIS form of LMP and tabular LMP). The questionnaire survey will be carried out after the initial audit and the second audit to gain detailed feedback on these tools, and interviews with a sample of respondents will be used to gain further understanding. The results of these will be provided. These tools will then be fine tuned and final versions provided.
- 3) Development of a system of quantification of actions to deliver public goods – In order to assess how effective different methods of assigning value to public goods delivery might be, participants will be surveyed, and a smaller selection will be interviewed, about their thoughts on the different approaches to incentives we develop.
- 4) Assessment of different advice and knowledge-sharing methods – The February/March 2021 survey and interviews will also be used to find out how valuable, or otherwise the different methods of training (or lack of it for the control group) are in helping plan actions which can deliver public goods. The LMPs themselves will also be examined through the interviews, to explore in depth how useful participants found the different sessions when applied to drafting their own plans.
- 5) Accessibility and appeal across the horticulture sector - To ensure that the Horticulture ELMS is equally accessible to growers of all scales, types and production methods, we will have successfully engaged participants from a cross-section of the horticulture sector throughout the full trial and gathered data about their experiences of using the PG auditing tool and creating a LMP.

	<p>d) How often will you collect the data?</p> <ul style="list-style-type: none"> ➤ <u>Public Goods Audit</u> – Data will be collected once, in September 2020, by all 50 participants, including a questionnaire and follow up, farm-based interviews. ➤ <u>PG Action Workshop</u> – Feedback will be sought after each PG Action Workshop via a questionnaire (ie twice), and ➤ <u>LMP methodology</u> – A final questionnaire about the LMP creation process, and the combination of PG audit and PG Action Workshops will be administered when the LMPs are submitted at the end of February 2021. Further, clarifying detail will be gathered through farm visits and interviews to 10 selected growers.
2.8	<p>What support, if any, will you need from us to collect, analyse and draw conclusions on the impact and findings of your test or trial?</p> <p>The main three areas where we envisage needing Defra support in running this trial are:</p> <p>1) Provision of guidance on robust methods of data collection that will meet the requirements of a Public Value Framework in deciding how public money is spent.</p> <div style="background-color: black; width: 100%; height: 20px; margin-top: 10px;"></div>
2.9	<p>What is the time frame for the delivery of your test or trial? Where possible break this down into areas of deliverable activity. This should be set out in the form of a list of your key milestones within the table below, with dates by which you aim to achieve them.</p> <p>Be realistic, consider risks identified in 2.10 below. Be aware of the farming calendar and how this may impact upon any proposed engagement with farmers and land managers.</p> <p>Please provide a rationale for the frequency and nature of milestones in the text box below.</p> <p><u>Co-design and Development Phase (July-August 2020)</u> – The initial two months of the trial will focus on the co-design of a PG Auditing tool, a methodology for creating Land Management Plans and exploration of how these tools will relate to a possible future payment scheme. It is essential that the resulting tools are accessible to fruit and vegetable growers of a variety of scales, production types, so 20 advisors and representatives from across the sector will be consulted during the process via 12 hours of zoom workshops (probably six two-hour webinars)(Milestones 1 and 2).</p>

We will draw upon the work of FWAG South West in adapting UK Habitat Mapping for their ELMs Trial “Farmer Guardians of the Upper Thames Valley” and work closely with The Land App to investigate the potential of developing a user friendly GIS Mapping tool to audit Public Goods actions and display Land Management Plans. Simpler options for PG Auditing (such as checklists of possible activities), and LMP creation (such as traditional tabular plans) will also be considered. Potential tools will be tested on 5 different growers for feedback and improvement (Milestone 3). During this period, 40 growers representing the categories outlined in 2.5 will be selected and invited to participate in the trial. The Co-design and Development phase will be written up in the first interim report.

Introduction and PG Audit Phase (Sept-December 2020) – All 50 participants will be invited to a one day event at which the elements of the trial (PG Audit, PG Action Workshops and LMP creation) will be introduced and initial ideas on payment schemes will be discussed. In preparation for some of the PG Action Workshops, some growers will be given brief training on how to make effective films of the actions they undertake to deliver certain PGs. During September, all growers will then undertake a PG Audit and complete a questionnaire about the experience of this process. 2.5 days of paid time are allocated for each participant to complete the PG audit. After analysing the PG Audit results and questionnaires 10 participants will be selected for follow up interviews and farm visits, to investigate how accurately the audit reflects the reality of the operation and how easy or difficult the grower found the PG Audit process. The second interim report will cover the PG Audit and follow up interviews and farm visits.

PG Action Workshops (October 2020 - February 2021) – During October and November a series of knowledge sharing workshops will be run to prepare participants for creating their Land Management Plans. These workshops will focus on the actions that can be taken to increase delivery of two categories of Public Goods (Adaptation to and Mitigation of Climate Change, and Public Engagement). The aim of the workshops will be to compare the effectiveness and cost efficiency of peer-to-peer knowledge sharing and expert advisor led workshops. Each type of workshop will also be run on-line and on a horticultural farm or holding. Questionnaires will be used to gauge the value of the workshops to the participants. The results of this phase of the trial will be analysed and written up in the third interim report.

Land Management Plan Creation (January-March 2021) – Participants will be encouraged to think about their Land Management Plan throughout the trial, but specific support will be offered during January and February, in the form of Peer-to-Peer webinars, access to an “Advisor Clinic” or via a site visit from an advisor (5 only). The deadline for completion of LMPs and questionnaires about the experience will be 28th February. Winter has been chosen for this activity, as a less busy time than others, although it is acknowledged that for fruit growers pruning may mean time is pressurised.

Analysis, Reflection and Final Reporting (April-September 2021) – After analysing the LMPs and questionnaires, 10 participants will be selected for follow-up interviews and farm visits, to investigate the effectiveness and ease of the LMP creation process. A fourth interim report will cover the results of the LMP creation phase of the trial.

When all the separate elements of the trial are completed, the results will be considered together to draw conclusions about what worked well, what needs improvement and how the process works as a whole. A draft final report (fifth interim report), will be produced to present the results to the 20 advisors from Phase 1, who will be invited to contribute their reflections in a half day zoom meeting in July.

	The final two months will be used to revise the final report in the light of those reflections, and draw conclusions about how this trial might contribute to the ELMS National Pilot.
The proposal holder needs to set out all of the milestones contained within the proposal, including the dates on which they plan to submit claims for reimbursement of costs. The reimbursement costs should relate to the activity outlined within the milestones.	
Milestone	Time frame
<p>1) <u>Initial Co-design and Development</u> – 2 two-hour Co-design meetings with 20 advisors from across horticulture sector, leading to development of PG audit tool, LMP Methodology and payment ideas to be tested in trial. Consultation with GIS developers to develop mapping aspect of tool.</p>	<p>July 2020 (claim by 31st August 2020)</p>
<p>2) <u>Further Co-design and Development Workshops</u> – Weekly Co-design meetings on zoom to finalise selection and development of the PG audit tools, LMP methodology and payment ideas integrated with testing with 5 growers. Test and select prototype audit tools and LMP methodology with 5 growers. Select 40 growers, with 8 representing each of the five groups outlined have been selected and have agreed to participate in the trial.</p>	<p>August 2020 (claim by 30th September 2020)</p>
<p>3) <u>Introductory Event and PG Action Audit</u> - All 40 growers have participated in an event to introduce the trial, PG auditing and the LMP methodology. Initial feedback will be collected on payment schemes being considered and a short session on “on-farm video making” will be held, to ensure that online skill share sessions involve good quality films. 40 participants have conducted an audit of actions which deliver Public Goods on their holding/farm, and filled in a questionnaire about the experience of doing the audit. First interim report delivered.</p>	<p>September - October 2020 (claim by 30th November 2020)</p>
<p>4) <u>PG Audit Interviews and Workshop Films</u> - Follow up interviews and visits to ten farms will be conducted to find out how accurately the audit reflects what is happening on the farm. Two short films made about PG Actions, to be used for the online PG Action Workshops. Second interim report delivered.</p>	<p>October - December 2020 (claim by 31st January 2021)</p>
<p>5) <u>PG Action Workshops</u> – Participants will take part in trial workshops of different formats (Peer-to-Peer and advisor Led, on-line and face-to-face – in 4 combinations) to compare effectiveness in preparing participants to create a Land Management Plan. The topics of the workshops will be the actions that can be taken to deliver two categories of public good, “Climate change mitigation and adaptation” and “Public engagement”. Third Interim Report delivered</p>	<p>October - February 2021 (claim by 28th Feb 2021)</p>

<p>6) Land Management Plan creation - All 40 growers will have created a Land Management Plan and filled in a questionnaire about the experience by 28th February. Support in creating the LMP will be offered in three ways: 20 participants will be invited to join peer-to-peer webinars, while 15 will be offered telephone or email support from a designated advisors running a “clinic” and a control group of 5 will be offered a site visit from an advisor.</p>	<p>January - March 2021 (claim by 31st March 2021)</p>
<p>7) Analysis and Feedback – Follow up interviews and farm visits to ten farms will enable the co-ordinators to find out more about the ease or otherwise of the LMP process and how accurately the LMP reflects the farm situation. Fourth interim report delivered. A draft report, drawing together all the strands of the trial will be prepared and presented to the 20 Co-design Participants for feedback and reflection. This will be provided during a structured zoom conference call.</p>	<p>April - July 2021 (claim by 31st August 2021)</p>
<p>8) Final Report – The final report will be written up, incorporating feedback from advisors and participants.</p>	<p>August - September 2021 (claim by 31st October 2021)</p>
<p>2.10</p>	<p>What risks have you identified that could affect the delivery of your test or trial?</p> <p>Identify actions you will put in place to reduce or mitigate the likelihood of the risk occurring.</p> <ul style="list-style-type: none"> ● Risks are defined as ‘an uncertain event or condition that, if it occurs, has a positive or negative effect on a project’s objectives’. Mitigation is the action/s taken to minimise or eliminate the risk. ● Examples include; <ul style="list-style-type: none"> ○ Risk – lack of participation by land managers. Mitigation – hold evening workshops, avoid engagement during busy times of the year. ○ Risk – reputational risk if participant’s expectations are not met. Mitigation – ensure communications are clear and consistent, participant’s involvement is clearly defined and accepted. ○ Risk – That the project co-ordinator is unable to continue for some reason and has to hand over to another person. Mitigation- Other people among LWA staff will be kept abreast of the ELMS Trial to ensure that a substitute could be recruited at short notice and maintain continuity.

	<ul style="list-style-type: none"> ○ Risk - That the cultural divide between organic and non-organic growers will prevent constructive collaboration and peer-to-peer learning. Mitigation – Carefully plan events and visits to demonstration farms to encourage an atmosphere of mutual respect and open enquiry. Sensitively acknowledge and report back to Defra information on any divides that are observed. ○ Risk – That large scale growers will not want to participate as they don't see the Horticulture ELM as being relevant to them. Mitigation – ensure engagement of large scale, non-organic growers throughout the development phase so they feel ownership of the scheme. ○ Risk – That lack of time and busy-ness during the growing season will prevent growers from wanting to take part, yet needing some of the farm visits to take place during the growing season so that the public goods (eg measures to encourage beneficial insects) are visible. Mitigation – Aim for as many as possible of the training events and farm visits to be in less busy seasons. ○ Risk – That continued restrictions brought about by the Coronavirus will prevent the training events from taking place. Mitigation – Different configurations of on-line training tools such as peer-to-peer webinars and instructive videos will be used instead of events. Budgeting will be planned so as to allow for actual training events and a contingency programme of on-line and video options.
2.11	<p>Does this proposal link with any other proposals for ELM tests and trials? <i>(Please provide details including how the proposals link and express your interest with working collaboratively with the other stakeholder leading the other proposal)</i></p> <p>The Sustainable Food Trust are running a Phase 1 Trial on the Harmonisation of On-Farm Sustainability Indicators, using a Public Goods Tool as a framework for measuring sustainability metrics. [REDACTED]</p> <p>[REDACTED] suggested some horticultural holdings to take part in the trial. The Soil Association, Organic Research Centre and Rothamstead are using the Public Goods tool ORC developed at landscape scale in the Exe and Clun Valleys. [REDACTED]</p> <p>this ELMS trial. FWAG South West are running a Phase 1 trial entitled “Farmer Guardians of the Upper Thames Valley Integrated Local Delivery ELMS Trial” which entails using an adapted version of the GIS mapping tool, The Land App and UK Habitat mapping to record natural capital. [REDACTED]</p> <p>[REDACTED] We have been investigating whether this could be adapted to meet the needs of our proposed Horticulture ELM.</p>
2.12	<p>Are there any Intellectual Property Rights that may affect the evidence or products developed from your test or trial? Does this proposal link with any other proposals for ELM tests and trials? <i>(Please provide details including how the proposals link and express your interest with working collaboratively with the other stakeholder leading the other proposal)</i></p>

	Through a collaboration with FWAG South West, we will be working with mapping programmes, potentially including The Land App and UK Habitat, designed by Ecountability. Both of these are currently open source. https://ecountability.co.uk/ukhabworkinggroup-ukhab/	
2.13	Will you and the participants consent to share information gathered prior to and throughout the test or trial and have any such information published, in consideration of data protection regulations?	YES- Consent forms will be obtained from all participants

Section 3. Costs

3.1	How much will it cost to deliver your test or trial? Please identify what funding you will need from Defra to be able to conduct your test or trial in the table below based upon the eligible expenditure detailed within the funding and reimbursement policy provided.	
	The types of cost identified must align with those identified within the reimbursement policy as being eligible costs.	
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	TOTAL	£161,704.24
3.2	Value for Money (VfM)	
o	Please use this section to explain how your proposal provides value for money. (We have a duty to ensure that any government funding provides VfM for the public purse).	
	Please tell us how you have developed your proposal, detailing how the costs included are the minimum required to ensure the delivery of the test and / or trial proposed.	

We will judge each proposal on its merits, but we will also use the information supplied by you in the table below, to benchmark against similar proposals as part of the VfM assessment.

We recognise that some proposals may require more funding to deliver than others. This section provides the opportunity for proposal holders to justify the cost of delivering the proposal.

Your Tests and Trials Officer will support you to complete this section.

This is a substantial proposal to engage in depth with a large number of horticultural stakeholders and which should address a major gap in relation to coverage of previous agri-environment schemes.

Costs have been established through careful consideration and discussion with our Tests and Trials officer and each element is considered important to the successful delivery of the proposal.

A substantial saving on facilitation costs has been made through the incorporation of a support role to deal with administrative and logistical tasks which, if simply carried out by the facilitators, would have been at a much higher cost. Supporting information has been provided to our Tests & Trials officer on the planned tasks for each project member throughout the trial to demonstrate the necessity of the number of days.

Where caps are set out by the reimbursement policy, in most cases the costs are well below that level.



We have already had detailed discussions in particular with FWAG and Land App contractors about the type and amount of work required to ensure costs are realistic.

The number of participants has also been reduced to the minimum required to maintain sufficient diversity of representation in each testing cohort, and extensive use of remote means of contact is to be made with in-person events only included where absolutely necessary to the objectives of the trial. While participant costs are a large part of this proposal, this reflects our goal to involve all types of grower in-depth and such a level of engagement is a feature which will greatly increase the quality of the information we can obtain.

Indicators (Outputs)	Number
No. of new and innovative mechanisms being tested and or trialled	5
No. of new IT platforms / systems developed	0
No. of new IT platforms / systems trialled	0
No. of Land Manager / Farmers participating	60
No. of LMPs developed	40

No. of Landscape / Catchment level Management Plans developed	0
No. of new (collaborative) platforms / networks developed	4
Other (please describe)	
3.3	Are you already in receipt of any funding to support the delivery of this test or trial? If so, provide a short description of the approximate amount, where this funding comes from and what it is being used for.
	No
3.4	Are you reliant upon other sources of funding to enable delivery of the proposal? If the answer is yes, confirm approval of matched funding and or confirm when approval will be granted
	No

Annex A

Category	Policy Questions
Land Management Plan	<p>What mechanism will participants use to plan and record which public goods they will deliver?</p> <ul style="list-style-type: none"> • What data/information will participants require? • Will we require a combination of approaches depending on the public good or type of participant? • How will we monitor and verify that participants are delivering the public goods they have signed up to deliver? • Does the scheme design work for the variety of outcomes/outputs that we want to deliver?
Advice	<p>What expert support will participants require to help them plan and record which public goods they will deliver?</p> <ul style="list-style-type: none"> • When should this be delivered? • How many accredited experts will we require? • Should advice be mandatory? How much free advice should we give? • How will we ensure the advisers have the skills and knowledge they need?
Spatial prioritisation	<p>What mechanisms are available to set and agree these local priorities? And which is best for our needs?</p> <ul style="list-style-type: none"> • How do local priorities work within a national framework for the delivery of public goods? • How do we encourage and incentivise the delivery of outcomes that are prioritised in certain areas • How do we encourage and incentivise collaboration for the delivery of public goods?
Eligibility	<ul style="list-style-type: none"> • Does the system design work for the types of people who haven't been eligible for agri-environment schemes in the past?
Novel and innovative mechanisms	<p>How will the new scheme deliver the outcomes?</p> <ul style="list-style-type: none"> • What are the range of different mechanisms that could deliver these outcomes and what role could they play in the new system? • Do they work for all outcomes, sectors and geographies?
Payments	<p>What will the new system offer participants?</p> <ul style="list-style-type: none"> • How will payments for public goods reflect natural capital principles? • In an outcomes approach how do you trigger a payment? • How are payment rates updated overtime to reflect changing local priorities? • How are you setting payment rates for outcomes? • What will public funding pay for and on what basis? • What role could innovative and private finance mechanisms have in the new system?

Schedule 1 - Milestone Payment Schedule

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

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

Annex 3 - Monitoring and Evaluation Information Leaflet



ELM Test and Trials Monitoring and Evaluation

Information Leaflet

July 2019



Department
for Environment
Food & Rural Affairs



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

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

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

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

The role of the ICF evaluation team

The ICF team has been contracted by Defra to:

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

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

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

Your role in the evaluation

To evaluate each test or trial, we need to understand

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

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

22.2 Progress reports

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

22.3 Site visit

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

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

22.4 Online survey

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

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

22.5 Case study

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

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

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

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

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

- **Webinars:**

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

- **Guidance documents:**

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

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

- **General troubleshooting:**

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

Your information will be protected

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

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

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

[Redacted]

[Redacted]

