



Ministry  
of Defence

**DIO Commercial Enabling Services**  
**Contract No: 701882450**  
**For:**  
**Delivery of Land Management**  
**Plans Test and Trial on MOD Training**  
**Estates**

<p><b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b></p> <p><b>Team Name and address:</b></p> <p>DIO Commercial Enabling Services Room 1.2.02 Kentigern House, 65 Brown Street, Glasgow</p> <p><b>E-mail Address:</b> REDACTED@mod.gov.uk_</p> <p><b>Telephone Number:</b> REDACTED</p>	<p><b>And</b></p> <p><b>Contractor Name and address:</b></p> <p>Rsk ADAS Limited Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR</p> <p><b>E-mail Address:</b></p> <p><b>Telephone Number:</b></p>
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## **Contract Terms and Conditions**

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## PURCHASE ORDER

**Contract No:** 701882450

**Contract Name:** Delivery of Land Management Plans Test and Trial on MOD Training Estates

**Dated:** 10 May 2022

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £122,979).

Contractor	Quality Assurance Requirement (Clause 8)
Name: Rsk ADAS Limited  Registered Address: Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: N/A  Address:	Select method of transport of Deliverables  To be Delivered by the Contractor [Special Instructions]  To be Collected by the Authority [Special Instructions]  Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings:  Subject: In accordance with Annex A to Schedule of Requirement  Frequency:  Location:	The Contractor is required to submit the following Reports:  Subject: In accordance with Annex A to Schedule of Requirement  Frequency:  Method of Delivery:  Delivery Address:

<b>Payment (Clause 14)</b>
<b>Payment is to be enabled by CP&amp;F.</b>

<b>Forms and Documentation</b>	<b>Supply of Hazardous Deliverables (Clause 9)</b>
<p>Forms can be obtained from the following websites:  <a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit">https://www.aof.mod.uk/aofcontent/tactical/toolkit</a>  (Registration is required).</p> <p><a href="https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing">https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</a></p> <p><a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a>  (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs  Commodity Management  PO Box 2, Building C16, C Site  Lower Arcott,  Bicester, OX25 1LP  (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email:  <a href="mailto:DESLCSLS-OpsFormsandPubs@mod.uk">DESLCSLS-OpsFormsandPubs@mod.uk</a></p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. <a href="mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk">DSA-DLSR-MovTpt-DGHSIS@mod.uk</a></p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS)  Defence Safety Authority (DSA)  Movement Transport Safety Regulator (MTSR)  Hazel Building Level 1, #H019  MOD Abbey Wood (North)  Bristol BS34 8QW</p>

## DEFFORM 111 Appendix - Addresses and Other Information

### 1. Commercial Officer

Name: REDACTED

Address: Room 1.2.02-1.2.21, Kentigern House, 65 Brown St, Glasgow G2 8EX

Email: REDACTED@mod.gov.uk

☎ REDACTED

### 2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: REDACTED

Address DIO, LMS, The Barracks, Brecon, Powys, LD3 7EA

Email: REDACTED@mod.gov.uk

☎ REDACTED

### 3. Packaging Design Authority Organisation & point of contact:

n/a

(Where no address is shown please contact the Project Team in Box 2)

n/a

### 4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: n/a

n/a

(b) U.I.N. n/a

### 5. Drawings/Specifications are available from n/a

### 6. Intentionally Blank

### 7. Quality Assurance Representative: see above

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ (44) (0) 161 233 5394

### 9. Consignment Instructions The items are to be consigned as follows: n/a

### 10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

#### Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

#### Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

#### B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

### 11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

### 12. Forms and Documentation are available through \*:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP ☎. 01869 256197 Fax: 01869 256824)

Applications via fax or email: [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

### \* NOTE

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1

<b>Contractor Commercially Sensitive Information (Clause 5). Not to be published.</b>
<b>Description of Contractor's Commercially Sensitive Information:</b>
<b>Cross reference to location of sensitive information:</b>
<b>Explanation of Sensitivity:</b>
<b>Details of potential harm resulting from disclosure:</b>
<b>Period of Confidence (if Applicable):</b>
<b>Contact Details for Transparency / Freedom of Information matters:</b> <b>Name:</b> <b>Position:</b> <b>Address:</b> <b>Telephone Number:</b> <b>E-mail Address:</b>

<b>Offer and Acceptance</b>	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for        days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £122,979).</p> <p>Name (Block Capitals): <b>REDACTED</b></p> <p>Position: Managing Director For and on behalf of the Contractor</p> <p>Authorised Signatory <b>REDACTED</b></p> <p>Date: 17 May 2022</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): <b>REDACTED</b></p> <p>Position: DIO Comrcl-EnSer 08 For and on behalf of the Authority</p> <p>Authorised Signatory <b>REDACTED</b></p> <p>Date: 10 May 2022</p>
<b>C) Effective Date of Contract: 10 May 2022</b>	

# SCHEDULE OF REQUIREMENTS FOR THE DELIVERY OF LAND MANAGEMENT PLANS TEST AND TRIAL ON MOD TRAINING ESTATES

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ(as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	n/a	n/a	Delivery of LMP Test & Trial to MOD Training Estates, as detailed in SoR Annex A (& MPS Pricing Breakdown at Annex C)	See Annex A	n/a	By 31 July 2023	n/a	n/a	£118,771.00
Total Firm Price									£118,771.00

Item Number	Consignee Address (XY code only)
n/a	

## **Annex A to Schedule of Requirements**

### **Project Specification:**

Delivery of a DEFRA Land Management Plans Test and Trial on two training areas of the MOD Estate.

**Tender Reference: 329\_MOD**

### **Panel:**

Defence Infrastructure Organisation (DIO) Land Management Service (LMS)

**Date: 20210701**

**REDACTED** MRICS,

Defence Infrastructure Organisation,

The Barracks,

Brecon, Powys, LD3 7EA



## **INTRODUCTION**

### **1.1 Requirement**

Defence Infrastructure Organisation (DIO) is seeking a contractor to act as a focal point, and facilitate the Delivery of a DEFRA ELMs Land Management Plans Test and Trial on two training areas which form part of the MOD Estate, Catterick and Salisbury Plain. The key objectives being to establish whether:

- MOD tenants and licensees would qualify for ELMs, and if not what changes need to be made to current tenancy arrangements
- ELMs will fit with strategic aims of MOD
- There are opportunities for our tenants to deliver public good, on farm, and or at landscape scale, and identify those opportunities if they exist
- Proposed payment levels will attract MOD tenants to join ELMs.

### **1.2 DIO**

The Defence Infrastructure Organisation (DIO) is the estate expert for defence, supporting the armed forces to enable military capability by planning, building, maintaining, and servicing infrastructure. It is responsible for enabling defence people to live, work, train and deploy at home and overseas. Our vision is to equip defence with a significantly smaller, more efficient, better quality estate.

Our responsibilities include:

- plan and deliver major capital projects and lifecycle refurbishment
- provide utilities services
- manage soft facilities management (ie cleaning and catering)
- provide a safe place to train
- allocate Service Families Accommodation
- procure and manage routine maintenance and reactive repair
- provide a central register of asset information to advise infrastructure planning
- act as steward of the defence estate
- provide the unarmed guarding service

## **2. BACKGROUND**

The MOD rural training estate covers some 225,800 hectares of land and foreshore in the UK (both freehold or leasehold), which is about 0.9% of the total UK land mass and is predominately grazed grassland, with significant areas of woodland, wetland, and farmland. It encompasses National Parks and areas of high conservation value in which military training operates and is managed by a variety of organizations including the DIO, tenant farmers<sup>1</sup> and NGOs. Largely based on acid soils and peat it is a substantial natural carbon store for the UK. Nevertheless, though changing elements of its land management, particularly in relation to soil, it has a great opportunity to enhance its carbon sequestration function, while at the same time increasing biodiversity and environmental resilience to climate change.

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<sup>1</sup> including Agricultural Holding Act Tenancies, Farm Business Tenancies, annual long term period licences and short term seasonal mowing/ grazing licenses.

To this end the DIO through the Land Management Services (LMS) team is working with DEFRA to develop a Test and Trial to examine the implications of the adoption of forthcoming Environmental Land Management Scheme (E.L.M.S.) on the MOD training estate managed by tenant farmers and graziers operating under licence. The Test and Trial is focussed on testing DEFRA Land Management Plans on two of the MOD's training estates, Catterick and part of Salisbury Plain. It is also seeking to clarify any issues or barriers in regard to MOD tenants entering these natural capital schemes.

**1. Catterick - Catterick training area**

The training area is located on the eastern edge of the Yorkshire Dales, south of the market town of Richmond covering some 8,000 hectares (Annex A).

**2. Salisbury Plain Training Area (SPTA) (Part of)**

SPTA is the largest military training area in the UK and consists of around 390 square km of land owned by the MOD with 20,000 hectares designated as Sites of Special Scientific Interest and Special Areas of Conservation (Annex B). The Test and Trial will focus on the eastern half of the estate.

**3. SPECIFICATION OF REQUIREMENTS**

**3.1 Detailed requirements**

DIO is seeking to appoint a Contractor to conduct a DEFRA Test and Trial (Annex C) with approx. 40 tenancy and grazing licenses drawn from the two above named training areas. The contractor will be expected to use a variety of communication approaches and forums, potentially including workshops with the tenants to evaluate existing DEFRA Land Management Plan (LMP) templates for Environmental Land Management. The contractor will be then asked to work with each of the tenants on their holding to establish current and potential Natural Capital and public good features and furthermore develop an outline LMP.

Once the outline LMPs are completed the contractor will be asked to evaluate their potential against the tenant's type of agreement and MOD military training requirements and identify constraints either linked to the proposed agri-environmental scheme or MOD requirements. The Contractor will facilitate a final workshop, or other forum with the two groups of tenants to gain feedback via such methods as focus groups and questionnaires in regard to the LMP process and indications of opt in pricing for the Natural Capital works. The Contractor should also explore any options for landscape scale improvement in natural capital via collaborative working between tenants, licensees, and joint ventures with MOD and neighbours. In addition, an indication of public natural capital benefit should be identified.

The core questions relating to the Test and Trial cover three areas; the mechanisms of the LMP, payments and requirement for guidance; noted in Annex C. In addition, there is a supplementary subset questions for tenant and licensees regarding their tenancies (Annex D) which has been drafted by DIO LMS to aid the wider contextual understanding.

Defined below are requirements to fulfill the need of DIO and DEFRA during project period, within this project includes, but is not expressly limited to the following. The project will involve up to 40 farmer/land manager participants and will be delivered in 4 stages over a 16 month period. Invoices and evidence will be submitted at the end of each quarter.

**Stage 1**

Engage up to 40 MOD tenants over the 2 sites covering a range of tenancy and farm types, this will be done through mailshots and follow up email and phone calls. The participants will then be invited to attend an initial briefing workshop (two on each site with tenants split into farm groups) where they will be briefed on the scope of the project and given the opportunity to sign up to the test.

## **Stage 2**

There will be further workshops where a range of four LMP templates will be discussed for suitability with the participants, with each workshop attended by a specific farm/land use type. A preferred template will then be chosen by each group to develop on each holding (MOD land only).

A consultant will visit each holding to conduct a farm walk looking at what natural capital assets they have as a base line using existing RPA maps (where these maps are not in place we will use MOD maps), these maps will be added to during farm walks with the consultant to identify natural capital and then will be developed by the tenant with a view to accessing environmental land management schemes. The project will also look at what the tenant believes they can develop/deliver in terms of natural capital compared to what the consultant would advise.

The tenants will be supported by a consultant to develop LMPs using their chosen template, this will be in the form of face to face visits, online discussions and phone calls. The support offered will be tailored to the specific tenants needs as it is anticipated that some tenants will need more support than others.

During this stage there will be ongoing discussions between the tenants and the consultants around LMP's, advice and guidance, payments and any challenges to delivering natural capital faced by the tenants due to MOD requirements. These discussions will focus on and seek to answer the policy questions in 2.4.

Prepare short interim reports on progress at the end of Phase 2

## **Stage 3**

Tenants will be encouraged to work collaboratively to develop at least one landscape level plan for each site with the support of the consultant and MOD Technical Services.

Participants will then attend a final review workshop where they will be able to discuss the process and give feedback on their experience, focussing on the advice and guidance needed to develop LMPs and access environmental land management schemes, how different payment approaches might work across the different farming sectors and geographical locations and how/what would encourage tenant farmers and land managers to participate in The Sustainable Farming Incentive scheme, how they could collaborate going forward at a landscape/catchment level to improve and develop natural capital including participation in The Local Nature Recovery scheme and the challenges of delivering/developing natural capital whilst remaining compatible with the military training requirements of the MOD. These workshops will follow on from stage 2 in providing answers to the policy questions on LMP's, A&G and payments as specified in 2.4.

## **Stage 4**

Review all information, feedback, discussions from participants etc and develop a final report that addresses the policy questions set out in section 2.4. The report will also look at the practicalities and any difficulties of delivering environmental capital on land used by the MOD for training and what can be done to help support this.

#### **4. OUTPUTS REQUIRED**

- I. Terms of Engagement;
- II. A clearly articulated research approach to meet the project requirements;
- III. Records of all interactions with tenants, agreement holders and stakeholders;
- IV. Two short interim progress reports;
- V. Final report and presentation of key findings. The final report should clearly identify issues relating to tenants and licensees entering the E.L.M.S scheme and identify recommendations to alleviate such problems.

#### **5. SCOPE**

The contract refers to the training areas of Catterick and Salisbury Plain and tenants and agreement holders within as defined by MOD and DIO.

#### **6. PROJECT TEAM**

The Contractor should provide the names of the key members of the proposed team and their experience for delivering the requirements.

#### **7. CONTRACT MANAGEMENT AND CONTRACT REQUIREMENTS**

The contractor will be required to:

- I. Work to the direction of DIO LMS project officer **REDACTED**.
- II. Work alongside DIO LMS and Technical Services staff as directed by the Project Officer.
- III. Deliver the requirements outlined in Sections 3 and 4 above.
- IV. Maintain full records including financial and accounting records.
- V. Be proactive rather than reactive.
- VI. Provide updates to DIO as per the scheme of work.

#### **8. MILESTONES**

**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.**

<b>Milestone</b>	<b>Timeframe</b>
<b>Objective 1 – Engagement (April 2022 – July 2022)</b>	
<ul style="list-style-type: none"> <li>Identify and engage a range of farmers/land managers from across 2 MOD sites through mailshots (Catterick and Salisbury Plains East) to sign up to a briefing workshop by end of June 2022.</li> <li>Hold up to 4 briefing workshops (2 at each site with tenants split into groups of farm types) to inform tenants about the scope project and sign up to 20 tenants from each site across a range of holdings and tenancy types (including participants signing Defra's Privacy Agreement) by end of July 2022.</li> </ul> <p>Progress report and findings submitted to Defra)</p>	By end July 2022
Milestone 1 payment claim submitted	30 July 2022
<b>Objective 2 – Development (August 2022 – March 2023)</b>	
<ul style="list-style-type: none"> <li>Hold up to 4 introductory workshops (2 at each site, with tenants split into groups of farm types) to introduce tenants to land management plans, natural capital, sustainable farming incentives and local landscape recovery. Recording tenants understanding of delivering natural capital and attitudes towards LMPs and collaborative working at landscape level to form a baseline. Focussing on the tenants reviewing and choosing a land management plan template and to start recording the natural capital on their holding by end of September 2022.</li> <li>Support up to 40 tenants to develop land management plans through farm visits/walks and telephone/online support, identifying known natural capital and baseline data and comparing this against the initial identified natural capital, identifying opportunities for delivering further public goods, including collaboration and spatial priorities, the level of advice and guidance required and payment approaches through discussions and scenarios at workshops. Whilst also focussing on the current relationship between tenant and landlord and how MOD requirements currently impact on delivery of natural capital. The tenants will map out all the natural capital on their holding after the farm walk and can access advice and guidance from the consultant when required. To take place between August 2022 and February 2023.</li> </ul>	

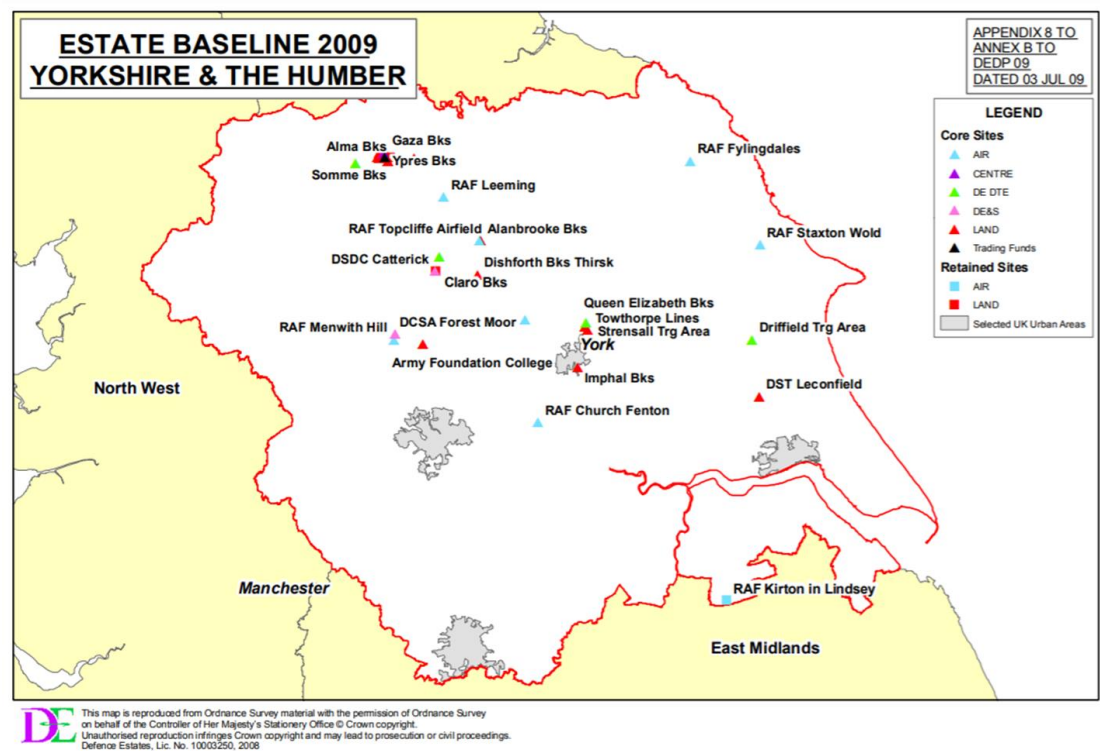
<ul style="list-style-type: none"> <li>Up to 40 land management plans developed by end of March 2023.</li> <li>Interim report (IR1) submitted by end of March 2023 to include findings and data from the workshops and visits.</li> </ul> <p><b>Objective 2 will answer the following policy questions:</b></p> <ul style="list-style-type: none"> <li><b><i>Test the applicability of the common elements of an LMP (farm background, farm priorities, baseline environmental data, recommended options and need for a farm business survey).</i></b></li> <li><b><i>Where would you prefer to go for advice?</i></b></li> <li><b><i>What do you look for in a good advisor (how do you go about finding them).</i></b></li> </ul>	<p>By end March 2023</p> <p>By end March 2023</p>
Milestone 2 payment claim submitted	31 March 2023
<b>Milestone 3 – Review (April 23 – May 23)</b>	
<ul style="list-style-type: none"> <li>Explore collaborative working between the tenants to develop catchment/landscape level plans at each site.</li> <li>Hold up to 4 review workshops (2 at each site, with tenants split into groups of farm types) to include discussions on how farmers/land managers have found the process of developing an LMP and how it supports their business, including implications of developing an MOD site LMP rather than a whole farm LMP, for example will tenants need to develop two LMP's and the practicalities around this. How do MOD restrictions impact on their ability to deliver environmental outcomes and how the MOD can support this, how has their understanding of delivering natural capital improved, have tenants attitudes changed towards LMPs, delivery of natural capital and the impact of MOD requirements, whilst linking into to how all this affects different types of farms and tenancies. Review the role of advice and information for accessing environmental land management schemes, who should provide it and how should it be paid. Exploring payment approaches to find out how/what would encourage tenant farmers and land managers to participate in environmental land management schemes, by the end of May 2023.</li> <li>2 Catchment/landscape level plans submitted by end of May 2023.</li> </ul>	

<p><b>Objective 3 will answer the following policy questions:</b></p> <ul style="list-style-type: none"> <li>• <i>Do LMPs work for different outcomes, geographies and sectors?</i></li> <li>• <i>How to construct agreements for different land ownership structures e.g. individual and group agreements, tenants, commons.</i></li> <li>• <i>What models of collaboration are available, how effective are they and can they be applied more widely?</i></li> <li>• <i>Do you think participation in environmental land management schemes would need more than one advisor (different skill sets)?</i></li> </ul>	
Milestone 3 payment claim submitted	31 May 2023
<b>Milestone 4 – Report (Q5 June 2023 – July 2023)</b>	
<p>Final report providing evidence and answers to the questions sent out in section 2.4, covering LMP, A&amp;G, collaboration and Payments Including how the needs of the farmer, the environment and the MOD are balanced to best deliver natural capital and how this relationship is managed so that delivery is sustainable over time.</p> <ul style="list-style-type: none"> <li>• Final report submitted to Defra by end of July 2023</li> </ul>	By end July 2023
Milestone 4 payment	31 July 2023

## 9. QUALITY ASSURANCE

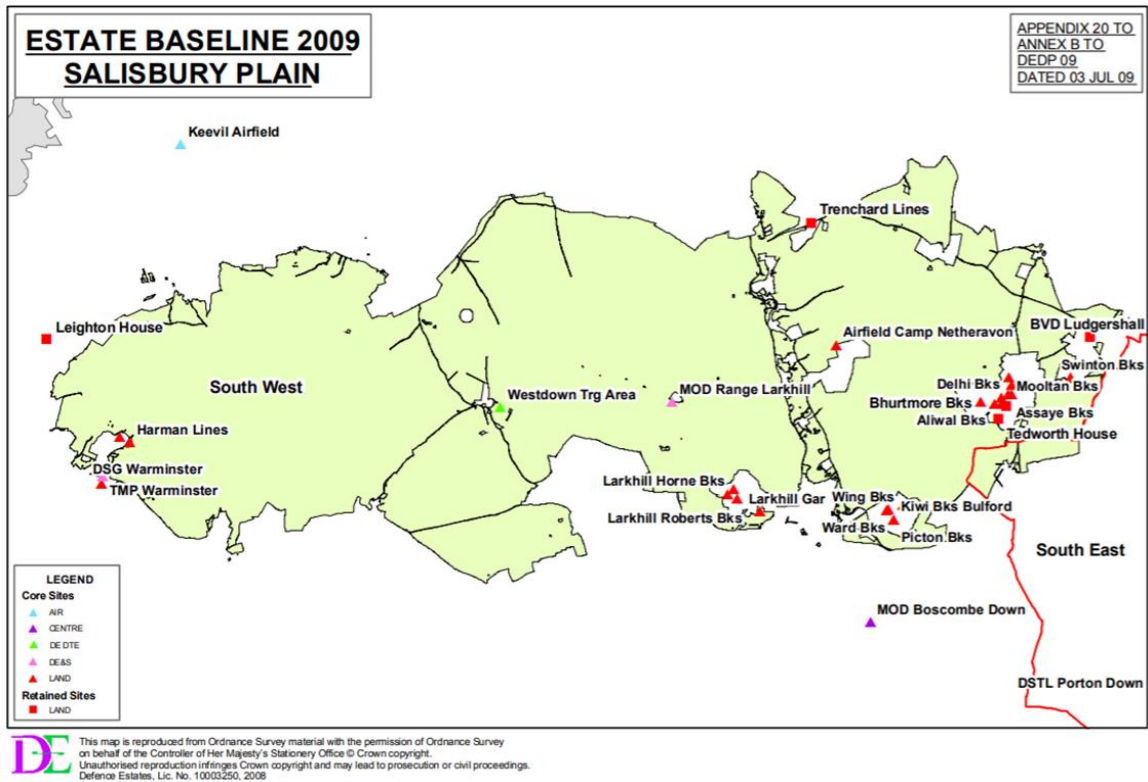
Contractors should provide their procedures for quality assuring their work.

Annex A Location Map of Catterick Training Area





Annex B Location Map of Salisbury Plain Training Area



## **Annex C– Tests and Trial core question sets to be answered during the Test and Trial**

### Land Management Plans

We would seek to understand what a land management plan would look like for farmers and land managers, especially for those who manage land both inside and outside of their MOD tenancy agreements. MOD can explore this through gathering evidence around the follow questions:

- Which LMP do tenants prefer and why? what don't they like about the others? How does this view differ across the different types of farms and tenancies?
- What is the tenants understanding of natural capital and what can be delivered on their holding? how has this understanding developed through the test?
- LMPs are usually based on a whole farm approach so it will be interesting to see how this works for tenants who also have land outside of the MOD estate, will they need 2 LMPs, how will they fit together?
- How will LMPs work for different types of tenancy across the estate, for example with a short term tenancy how do the deliverables tie in? Will this have an impact on the next tenant, will it continue in the next tenancy agreement?
- How will the LMP, or plans if 2 are needed, work with the application process for environmental land management schemes, who will be responsible for what?
- How do MOD restrictions and agreements impact on their ability to deliver environmental outcomes?
- How are the needs of the farmer, the environment and the MOD balanced to best deliver natural capital and how this relationship is managed so that delivery is sustainable over time.
- The tenants who don't want to participate in the test; why don't they want to participate?

### Payments

We would seek to understand how different payment approaches might work across the different farming sectors and geographical locations and how/what would encourage tenant farmers and land managers to participate in environmental land management schemes. MOD can work with farmers and land managers to gather learning and evidence around the following questions:

- Will tenants delivering environmental benefits on MOD land need a higher payment rate to cover this than compared to delivering on non-MOD land?
- Are tenants comfortable with income forgone plus costs/payment by results rates? If not what would they be comfortable with in terms of uplift/would be an appropriate payment rate across the different farm types.
- Who would get the payment if a tenancy was taken over and the original tenant had put in the initial work/costs to deliver the outcomes?
- Would short term tenants need more regular payments, how would this work?
- What would attract the farmers/land managers into environmental land management schemes and actions around standards explored.
- What payment methodology would work for graziers? what income would they need to sustain a viable business? will they need an alternative income stream/s?
- Would payments for standards be comparable between the 2 sites? Are there differences between the north and the south and why? What would the impact of this be?

### Advice and guidance

We would seek to understand the role of advice and guidance in underpinning development of the land management plan, identifying opportunities for delivering better environmental outcomes and helping farmers to understand what works best for their business and the environment. This would include:

- what type and level of advice is needed?
- who should deliver this?
- who should pay for this?

what formats for delivering advice and guidance work best – face to face, webinars etc

## **Annex D - Land Tenure, Occupation & Joint Venture Questions For MOD Tenants & Licensees**

1. Does the type of agreement you hold (lease or licence) from MOD either?
  - a. Prevent you entering land into Agri environment schemes.
  - b. Prevent DEFRA from accepting you into an Agri environment schemes.
2. Does the length of your agreement you hold from MOD either?
  - a. Prevent you entering land into Agri environment schemes.
  - b. Prevent DEFRA from accepting you into an Agri environment schemes.
3. Do covenants (terms & conditions) within your agreement prevent DEFRA from accepting you into schemes? If so, which ones?
4. Would you welcome a longer-term agreement from MOD, considering the wider business and financial risk this carries? Would you consider break clauses an essential feature of any longer-term agreement?
5. Does a DEFRA requirement for whole farm applications prevent you from entering MOD land into schemes? If so, which schemes?
6. Would you consider entering into an agreement with MOD under which you were required as a condition of the lease to deliver certain natural capital benefits, such as tree planting, works to a water catchment.
7. Would you consider entering into a joint venture agreement with MOD under which you were required to deliver certain natural capital improvements. If so, which natural capital improvements?
8. Would you consider working with other MOD tenants and your neighbours to bring about landscape scale improvements in natural capital or riverine/catchment management. If so, in which areas?
9. Does the core military activity of MOD impact upon your business, if so to what extent?
  - a. Minimal
  - b. Limited
  - c. Manageable
  - d. Significantly
  - e. Varies according to the time of year
10. Does the core military activity of MOD prevent you from entering land into Agri-environment scheme?
11. What motivates you to enter Agri-environment schemes:
  - a. Payments
  - b. Doing good
  - c. Landlord direction
  - d. Sporting Interests
  - e. Manage public access
  - f. Other

12. What method for calculating ELMs payments do you consider appropriate to your circumstances. Example methodology could be:
- Income forgone
  - Public benefit
  - Whole enterprise profit
  - Other
13. How do you view your relationship with the military and MOD as your landlord?
14. How long have you farmed your MOD holding?
15. Do you consider or want an enduring relationship with MO?
16. What age bracket are you?
- 20-30
  - 30-40
  - 40-50
  - 50-60
  - 60-70
17. Have you/are you considering business continuity?
18. Do you obtain professional advice to assist decision making in running your business, if so from what source, and how often?

<b>Source</b>	<b>Frequency</b> (Daily, Weekly, Monthly, Quarterly, Half Yearly, Yearly?)	<b>Comment</b>
News		
Periodicals		
Peer discussion		
Land Agent/Auctioneer		
Management Contractor		
Accountant		

Landlord		
Other (detail)		

19. Would you welcome advice on ELMs, and if so from whom?

**End of Document**

## **Annex B to Schedule of Requirements**

Supplier ITT Proposal



ADAS Proposal\_ITT  
Ref 701578593 date



## Annex C to Schedule of Requirements

### MPS Pricing Breakdown

MS	Milestone / Claim Date	Claim Period	Description of Costs	Cost (£)	Milestone Output / Deliverable Description
1	31st July 2022	1st April 22 - 31st July 22	Facilitator Costs:		<ul style="list-style-type: none"><li>•Identify and engage farmers/land managers from across 2 MOD sites through mailshots to sign up to a briefing workshop.</li><li>•Hold 4 briefing workshops (2 at each site with tenants split into groups of farm types) to inform tenants about the scope project and sign up to 20 tenants from each site.</li><li>•Progress report submitted to Defra</li></ul>
			Participant Costs: REDACTED	REDACTED	
			Travel & Subsistance (National): REDACTED miles per workshop x 4 workshops @ REDACTED/mile	REDACTED	
			Hire of Venues: REDACTED	REDACTED	
			Operating Costs (Consultants & Specialist Contractors): Consultant time: Recruitment of tenants, preparation for Initial Recruitment workshop, delivery of workshop, reporting initial findings REDACTED days @ £REDACTED/day = £REDACTED Project management REDACTED days @ £REDACTED/day = £REDACTED	REDACTED	
			Milestone 1 Claim Total	REDACTED	
2	31st March 2023	1st August 22 - 31st March 2023	Facilitator Costs:		<ul style="list-style-type: none"><li>•Hold 4 introductory workshops (2 at each site) with the tenants reviewing and choosing a land management plan template.</li><li>•Support up to 40 tenants to develop land management plans through farm visits/walks and telephone/online support.</li><li>•Up to 40 land management plans developed.</li><li>•Interim report 1 submitted to Defra</li></ul>
			Participant Costs:		
			Travel & Subsistance (National): REDACTED miles per workshop x 4 workshops = £REDACTED plus REDACTED miles per farm visit x 40 farm visits @ REDACTED/mile = £REDACTED.	REDACTED	
			Hire of Venues:		
			Operating Costs (Consultants & Specialist Contractors): Consultant time: Preparation for workshops, delivery of 4 x workshop, preparation for site visits, delivery of site visits, assistance with tenant's LMPs REDACTED days @ £REDACTED/day = £REDACTED Project management REDACTED days @ REDACTED/day = £REDACTED ADAS Policy and Economics REDACTED days @ £REDACTED/day =£REDACTED ADAS GIS REDACTED days @ £REDACTED/day = £REDACTED	REDACTED	

			Milestone 2 Claim Total	REDACTED	
3	31st May 2023	1st April 23 - 31st May 23	Facilitator Costs:		•Explore the possibility of collaborative working between the tenants, develop a landscape/catchment level plan at each site and submit to Defra. •Hold up to 4 review workshops (2 at each site, with tenants split into groups of farm types).
			Participant Costs: 40 @ £REDACTED/participant	REDACTED	
			Travel & Subsistance (National): REDACTEDmiles per workshop x 4 workshops @ REDACTED /mile	REDACTED	
			Hire of Venues:		
			Operating Costs (Consultants & Specialist Contractors): Consultant time Development of landscape level plans, preparation of content for Review workshops, delivery of 4 Review workshops REDACTEDdays @ £REDACTED/day = £REDACTED Project management REDACTED days @ REDACTED/day = £REDACTED Specialist land agent input REDACTEDday @ £REDACTED/day = £REDACTED ADAS Policy and Economics REDACTEDdays @ £REDACTED/day = £REDACTED ADAS GIS REDACTED days @ £REDACTED/day = £REDACTED ADAS data handling team (feedback forms, confirmation of participation, payments to participants) REDACTEDdays @ REDACTED/day = £REDACTED	REDACTED	
			Milestone 3 Claim Total	REDACTED	
4	31st July 2023	1st June 23 - 31st July 23	Facilitator Costs:		Final report submitted to Defra
			Participant Costs:		
			Travel & Subsistance (National):		
			Hire of Venues:		

		<p>Operating Costs (Consultants &amp; Specialist Contractors):</p> <p><i>Consultant time: All reporting, QC, edits and presentation of final report to client REDACTED days @ £REDACTED/day = £REDACTED</i></p> <p><i>Project management REDACTED day @ £REDACTED/day = £REDACTED</i></p> <p><i>ADAS data handling team REDACTED days @ REDACTED/day = £REDACTED</i></p> <p><i>ADAS Policy and Economics contribution to report REDACTED days @ £REDACTED/day = £REDACTED</i></p> <p><i>ADAS GIS Mapping contribution to reporting REDACTED days @ £REDACTED/day = £REDACTED</i></p>	REDACTED	
		<b>Milestone 4 Claim Total</b>	REDACTED	
		<b>Overall Proposal Total</b>	<b>£118,771.00</b>	

# Standardised Contracting Terms SC1A

## 1. Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Sensitive Information means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

## 2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

(1) the terms and conditions;

(2) the purchase order; and

(3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

## 3 Application of Conditions

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

#### **4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

#### **5 Transparency**

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
  - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including Sensitive Information;
  - (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
  - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

#### **6 Notices**

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:
  - (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

#### **7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

#### **8 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## **9 Supply of Data for Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

(1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## **10 Delivery / Collection**

a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

## **13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

#### **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

#### **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

#### **16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

#### **17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

## **19 Limitation of Contractor's Liability**

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - a. any liquidated damages (to the extent expressly provided for under this Contract);
    - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

## **20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:**

**DEFCON 76 (SC1)** (Edn 06/21) – Contractor's Personnel At Government Establishments.

**DEFCON 502 (SC1)** (Edn. 12/16) - Specifications Changes

**DEFCON 503 (SC1)** (Edn. 07/21) - Formal Amendments To Contract

**DEFCON 531 (SC1)** (Edn. 09/21) - Disclosure of Information

**DEFCON 532B** (Edn 09/21) – Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority) (DEFFORM 532 attached)

**DEFCON 534** (Edn. 06/21) - Subcontracting and Prompt Payment

**DEFCON 537** (Edn. 12/21) - Rights of Third Parties **DEFCON 538** (Edn. 06/02) - Severability

**DEFCON 566** (Edn. 12/18) - Change of Control of Contractor

**DEFCON 703** (Edn 06/21) – Intellectual Property Rights Vesting In The Authority

## **General Conditions**

### **Third Party IPR Authorisation**

#### **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **21 The special conditions that apply to this Contract are:**

## **22 The processes that apply to this Contract are**



## **Schedule 1 - Additional Definitions of Contract**

N/A

## **Personal Data Particulars**

**DEFFORM 532**

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><i>Clive Thomas, MOD/DIO/LMS. The Barracks, Brecon, Powys</i></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><i>To be confirmed when the Contractor has been appointed</i></p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p><i>DIO staff, the contractors' staff and MOD Tenants</i></p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><i>Names, addresses, telephone number and other contact details.</i></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: Not applicable</p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows:</p> <p><i>As tenants of the MOD we are looking to capture data from the land they lease from us on existing carbon capital assets, future opportunities and farming practices</i></p>
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>The process will involve collection, recording, and the mapping of data. It will then be analysis and the collective results used to formulate future DEFRA and MOD policy</i></p>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p><i>To be confirmed once the contractor has been appointed</i></p>
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p><i>Personal data will be destroyed on the completion of the contract in March 2023.</i></p>

<b>Date from which Personal Data is to be processed</b>	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>Not applicable</i>
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The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.