

AGREEMENT FOR DEVELOPMENT SERVICES

BETWEEN DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

AND

SOPRA STERIA Benelux

**AGREEMENT No:**

THIS AGREEMENT, made and entered into with effect from 21<sup>st</sup> August 2024

BETWEEN:

DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS (DEFRA) locating at the represented by

[REDACTED]  
[REDACTED]  
[REDACTED]

(Hereinafter referred to as the "**Authority**")

AND

**Sopra Steria Benelux SA/NV**, registered with the Crossroads Bank for Enterprises under number 0474.817.275, whose registered office is located at Avenue Arnaud Fraiteurlaan 15-23, 1050 Brussels,

represented by [REDACTED] duly authorised for the purposes hereof,

(Hereinafter referred to as the "**Service provider**"),

**WITNESSETH:**

WHEREAS the Authority is desirous that the Service provider shall provide the Services to the Authority; and

WHEREAS the Service provider is willing to render the Services to the Authority in accordance with the terms and conditions contained hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

## Article 1. Definitions and Interpretation

### 1.1 Definitions

In interpreting or construing this Agreement, the following expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

**"Business Day" and "Business Days"** mean a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in United Kingdom and in India.

**"Day" and "Days"** mean The Gregorian Calendar Day.

**"Force Majeure"** means a circumstance beyond the reasonable control of a Party and which results in that Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances include, but are not limited to:

- (a) acts of God, lightning, earthquakes, floods, droughts, storms, tempests, mud slides, explosions, fires and any natural disaster;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, sabotage, revolution, blockage, and embargo; and
- (c) strikes and other industrial action, and lock-outs.

**"Inspection"** means the inspection done by the Authority i n s p e c t o r ( s ) to ensure that the Product is in accordance with the Scope of Work and requirements of the Agreement.

**"Inspection Personnel"** means the personnel designated by the Authority to carry out an inspection of the Services.

**"Invoice"** means the invoice of settlement of the Service Fee which is sent from the Service provider to the Authority after the completion of the Services and delivery of the Product.

**"Party"** means either the Authority or the Service provider and **"Parties"** means the Authority and the Service provider.

**"Product"** means the reports, spreadsheets, graphs, diagrams, designs, work products, software, or any other documents specified in the Scope of Work which the Service provider shall produce in the course of or as a result of the Services.

**"Services"** means the services to be provided by the Service provider to the Authority as described in **Article 3**.

**"Service Fee"** means the fixed amount for providing the Services that is payable to the Service provider as set forth in **Article 9** hereof.

**"Taxes"** means any value added taxes, business income taxes, personal income taxes, duties, levies, contributions and other taxes or charges which may be levied on the Service provider in accordance with applicable law.

**"Worksite"** means any place or location that the Service provider is required to access in order to perform the Services and/or complete the Product.

## 1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) a reference to any legislation or legislative or statutory provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a company, body corporate or incorporated or other juristic person, firm, partnership, joint venture, association, authority, trust, or federation, state, or subdivision thereof, or government or agency thereof, and vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a Party includes reference to that Party's executors or permitted assigns;
- (f) a reference to a recital, clause, schedule, annexure, provision, article, or exhibit is to a recital, clause, schedule, annexure, provision, article or exhibit of or to this Agreement;
- (g) a recital, schedule, annexure, or description of the Parties forms part of this Agreement;
- (h) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
- (i) a reference to bankruptcy or winding up includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under, being subject to administration and the occurrence of anything analogous or having a substantially similar effect to any of those conditions or matters under the law of any applicable jurisdiction, and to the procedures, circumstances and events which constitute any of those conditions or matters;
- (j) a reference to anything after "include", "includes" or "including" does not limit what else might be included; and
- (k) headings and the use of bold type are for convenience of reference only and do not affect the interpretation of this Agreement.

## **Article 2. Engagement of the Service provider**

- 2.1 the Authority shall engage the Service provider and the Service provider shall provide the Authority with the Services as set out in **Article 3** of this Agreement.
- 2.2 This engagement of the Service provider is on a non-exclusive basis. The Authority may engage another Service provider to provide services similar to the Services as it sees fit.

### Article 3. Services

The Service provider shall render the Services in accordance with and subject to the terms and conditions set forth in this Agreement, or where not specified hereinafter, in accordance with such reasonable instructions and orders as the Authority may from time to time give. For the sake of clarity, the Service provider's performance of the Services shall include the completion and delivery of the Product. It is expressly agreed that the Service provider is acting as an independent Service provider in performing the Services hereunder.

### Article 4. Completion of Services

- 4.1 The Service provider shall complete the Services and deliver the inspected final Product to the Authority on or before.
- 4.2 The warranty period shall start after the completion of delivery final product and extend to 3 months.
- 4.3 Delay of completion of the Services and/or delivery of the Product shall be subject to payment of liquidated damages as set forth in Article 19 unless the Authority allows such a delay in writing. However, no liquidated damages will be due to the extent the delay is due to (i) a Force Majeur events or other external events beyond the reasonable control of the Service provider or (ii) failure by the Authority to fulfill its own obligations in a timely manner, which leads to delays on the side of the Service Provider.
- 4.4 There is provision within this contract for additional phases of work to be made as and when identified and agreed by the Authority and the Service provider, but this is not a financial commitment and is subject to the Authorities internal formal Variation procedure.
- 4.5 Both the Authority and the Service provider must sign a Change Control Notice document provided by the Authority before the Authority can seek the internal approvals required for a Purchase Order to be raised for work and permit the Service Provider to commence with the work.

### Article 5. Representative

- 5.1 The Service provider assigns a representative satisfactory to the Authority ("**Representative**"), whose name is written in the 24.1, Contact person for the Service provider. The Representative shall be responsible for handling and organising all the important matters regarding the Services on behalf of the Service provider. When the Authority requests an online meeting with the Service provider from time to time, the Representative shall at the Service provider's expense attend the online meeting and shall report on the progress of the Services in a manner satisfactory to the Authority.
- 5.2 The Representative shall at all times in performing the Services be bound by the obligations of the Service provider as set out in **Article 5** of this Agreement. The Service provider guarantees the Professional staff of the team, and their tasks and time schedule will be the same as in Appendix. The Service provider has to acquire the Authority prior approval in case it would like to make any changes in Professional staff tasks and time schedule.
- 5.3 The Service provider shall make its own arrangements for the engagement of all experts, engineers, technicians, and laborers necessary for performing the Services, including any costs and expenses of the provision of any such experts, engineers, technicians, and laborers.
- 5.4 The Service provider may not delegate, assign or sub-contract part or all of this Agreement except upon the prior written approval of the Authority. In the event of such assignment or delegations, the Service provider shall remain liable to the Authority for any assigned or delegated obligations and shall not be relieved of any such obligation under this Agreement.

## **Article 6. The Authorities Obligations**

- 6.1 The Authority assigns a representative whose name is written in the 24.1, Contact person for the Authority. The representative's duties shall include liaising with the Service provider. The representative shall have the power to control and supervise the implementation of this agreement.
- 6.2 The Authority shall use its best efforts to provide the Service provider with the information and support to complete the Tasks as detailed in the Appendix– Statement of Work to this Agreement. If such support or information is not provided in a timely manner, the delays caused with be considered “excused delays” in the context of calculating liquidated damages under article 20.

## **Article 7. Ongoing Supervision and Inspection of Service**

- 7.1 The Authority may from time to time have access to the Services regardless of the status of their preparation or progress, and the Service provider shall provide the necessary facilities for such access and/or inspection of the Services.
- 7.2 The Service provider shall take responsibility for the progress and management of the Services but consult actively with the Authority on important problems and issues as they arise in the course of the provision of the Services. Best practice is for a Service provider to use experience and judgment to identify substantive problems in advance, and then approach the Authority with well-considered, well-costed options and recommendations.

## **Article 8. Inspection, Delivery and Acceptance of the Services**

- 8.1 Upon completion of the Services, the Service provider shall without delay deliver a notification of completion of the Services. In addition, the Service provider must request an inspection of the Services by the Authority. The Service provider shall notify the Authority at least one week before the Services and the Product are anticipated to be completed.
- 8.2 The Authority or the Inspection Personnel will examine the Product to confirm whether it meets the Scope of Work and all other terms of this Agreement. The Authority will notify the Service provider of the result within seven (7) days after the Authority receives the Product and the notification that the Services have been completed. The Authorities failure to notify the Service provider within thirty (30) days after receipt of the Product and the notification shall be deemed as an acceptance of the Product.
- 8.3 The Service provider guarantees that the Services and the Product shall meet the terms and conditions of this Agreement. In the event that the Services and/or the Product do/does not meet the terms and conditions of this Agreement, the Service provider shall incur the pertaining liability and shall remedy the situation at the Service provider's expense as soon as possible to the satisfaction of the Authority. The Authority shall not, however, refuse to accept the Services and/or Product without reasonable justification and shall inform the Service provider of its reasons for not accepting the completed Services and/or the Product within seven (7) days following the receipt thereof.

## **Article 9. Service Fee**

- 9.1 The Service Fee for the Development service shall be:  
As listed in the Appendix – Statement of Work. For the avoidance of doubt, this is the net amount to be received by Service provider on its account. Any banking fees will be borne by the paying agent defined in section 10 below.
- 9.2 No extra payments with respect to overtime, holiday work, additional equipment, materials

and facilities, or special conditions of hardship may be claimed by the Service provider beyond the Service Fee.

#### **Article 10. Charges and Payment**

The Authority shall pay the Service Fee to the Service provider as follows :

10.1 All services and associated costs to be agreed with the Authority on an upfront basis.

10.2 Total costs under the contract for each phase of work are **fixed charges**.

10.3 The payment method for this Contract is **via Bank Transfer**.

10.4 The payment profile for this contract is **quarterly in arrears**.

10.5 The Supplier will issue electronic invoices **quarterly in arrears in GBP**. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

10.6 The Supplier will send invoices for the attention of (FAO):

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

10.7 All invoices must include:

- Details of work completed.

**10.8** All invoices will be sent to the **Buyer quarterly in arrears in GBP**.

10.9 The total value of this Contract is [REDACTED]

**10.10 Payments to the Service provider shall be made in GBP** issued by the local bank at the date of payment to the bank account nominated by the Service provider as follows:

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

#### **Article 11. Taxes**

The Service provider shall hereunder be liable for any Taxes which may be levied on the Service provider and/or the Service provider's employees, staff, and Service providers in accordance with Law and any other applicable law of the country where the Service Provider is located. The Service provider is not entitled to demand any additional amount to the Service Fee from the Authority in respect thereof.

#### **Article 12. Permits and Approvals**

12.1 The Service provider confirms to the Authority that it has obtained and maintain in force all necessary licenses, permits and approvals from any competent authorities required for executing the Services and completing the Product, and, where required shall

acquire all the necessary rights and privileges for access to and use of the Worksite for the purpose of executing the Services.

- 12.2 In performing the Services and completing the Product, the Service provider shall comply with all applicable laws, rules, orders, and regulations of any local, provincial, or central government having jurisdiction over the Services and the Product.

### **Article 13. Preservation of Peace**

The Service provider shall take all reasonable precautions for preventing any unlawful, riotous, or disorderly conduct which may be caused by the Service provider's employees and/or agents in order to preserve the peace and protect all persons and property on the Worksite and the area adjacent thereto.

### **Article 14. Risk of Loss and Insurance**

The Service provider shall bear all risks involved in rendering the Services and shall at its own expense procure and maintain accident and injury insurance for all employees, staff, engineers, technicians, and laborers employed by the Service provider for the rendering of the Services. The Service provider shall at its own expense ensure the equipment, materials, and facilities to be provided by the Service provider and keep each part thereof insured for its full value against loss, damage, and fire with a reputable insurer. The Service provider shall, if requested, provide evidence to the Authority that the insurance required under this Agreement has been effected. The Service provider shall keep the Authority free from any claims for the compensation of such accident, injury, loss, damages, and/or fire.

### **Article 15. General Representations and Warranties**

The Service provider represents and warrants to the Authority that:

- (a) this Agreement does not violate any agreement to which the Service provider is a party;
- (b) it has obtained all necessary authorities and consents to enter this Agreement and to perform its obligations under it; and
- (c) all statements of fact relating to the Service provider and contained in this Agreement are true and shall continue to be true throughout the duration of this Agreement.

In providing the service, the Service provider warrants to the Authority that the Service provider:

- (a) will perform the Services in accordance with this Agreement, so that the agreed Services are delivered in full and will be free of defects and omissions in the form or in quality agreed, fit for the purpose stated in this Agreement, and comply with all requirements under this Agreement.
- (b) shall be suitably qualified and experienced at all times, and shall exercise due skill, care and diligence in the execution and completion of the Services under the Agreement.
- (c) shall implement the Services with professionalism and with a focus on quality, developmental impact, and long-term sustainability, and with proper regard to the Authorities objectives and policies such as those on gender and environment.
- (d) shall maintain productive relationships with the counterpart, and relevant



stakeholders of the activity and the Project.

- (e) shall focus on achieving results, but in a manner that is always accountable and demonstrates probity, procedural fairness, and value for money.
- (f) shall demonstrate value-adding, analytical rigor, and quality assurance in terms of the delivery of the Services, including ensuring the quality, clarity, and accuracy of the Product.
- (g) shall promote high standards of professional conduct and behaviour during the provision of the Services.
- (h) shall ensure that the Services are performed in a proper and efficient manner.
- (i) shall act with utmost good faith in all of its dealings with and in relation to the Authority.
- (j) shall not intentionally and/or negligently do anything which is harmful to the Authority or any related body corporate of the Authority.
- (k) shall assign the necessary highly skilled personnel and all required materials and facilities for the execution of the Services.

## Article 16. Intellectual Property Rights

- 16.1 Subject to paragraph 2, all title, right and interest (including the ownership of all copyrights) with respect to the Services, the Product and any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents developed in connection with this Agreement and provided to the Authority under this Agreement ("**Intellectual Property**") will exclusively vest in or remain with the Authority, except as otherwise provided in following paragraph 16.2, which shall have all Intellectual Property thereto, notwithstanding that the Service provider agrees not to publish or make use of any of the Intellectual Property, or documents relating thereto, without the prior written consent of the Authority.
- 16.2 As part of "UPOV e-PVP" and UPOV services to its members, UPOV is authorized to use, reproduce, modify, display, perform and distribute the modifications (customization) of "UPOV e-PVP" which were developed by **the Authority**. This is to allow the reuse of components by other UPOV member offices if they think it is relevant for them. Sopra Steria does not hold any rights, the Authority pay for the production of work and are the owner of the code. The Authority authorize UPOV to use it for other members.

## Article 17. Confidentiality

- 17.1 In the course of providing the Services set out in the Scope of Work, the Service provider may receive confidential information from the Authority ("**Confidential Information**"). The Service provider agrees that in any such case, the Confidential Information should be used solely for the provision of the Services. The Service provider further agrees that such Confidential Information shall be kept confidential, and the Service provider shall not disclose any Confidential Information subject to **Article 17.2**. the Authority will consider the trade secrets and prices communicated by Service Provider as confidential and respect the obligations set out in 17.2 and 17.3 with regard to such information.
- 17.2 The restrictions of **Article 17.1** shall not apply:
- (a) to any disclosure or use authorized by the Authority, the owner of the Confidential Information or required by law or any other relevant regulation, requirement, or judicial process; or
  - (b) to information or knowledge which has come into the public domain without fault on

the part of the Service provider.

- 17.3 The obligations of the Parties under this **Article 17** shall survive the termination of this Agreement for a period of 3 years, except for trade secrets, which will remain covered by the obligations set out in this Article 17 for as long as such information qualifies as a trade secret.

#### **Article 18. Indemnity**

The Service provider shall be solely responsible for and shall hold harmless and indemnify the Authority from and against any of the Service providers damages, losses and expenses, including, but not limited to, all third party claims, damages, losses and expenses (including reasonable attorneys' fees and expenses) arising from property damage, death or personal injury that directly arise out of or result from (i) any negligent, reckless or otherwise tortuous act or omission (including strict liability) during the performance of the Service provider of this Agreement, or anyone directly or indirectly employed by the Service provider as a result of such act or omission, or (ii) any claims asserted against or losses incurred by the Service provider as a result of employer's liability or worker's compensation claims filed by any employees, agents, contractors or subcontractors of the Service provider.

#### **Article 19. Liquidated Damages for Breach of this Agreement**

- 19.1 In the event of a breach of agreement by the Service provider, the Authority shall give Notice of the breach to the Service provider. Where the breach is capable of being cured, Service Provider will have 14 days as of the notice to take remedial action. Failure to do so or where the breach is incapable of being remedied may result in the termination of the Agreement as set forth in **Article 22**.
- 19.2 If the breach is not corrected within fourteen [14] days of receipt of the Notice contemplated in **Article 19.1**, the Service provider shall pay the Authority liquidated damages for each breach of this Agreement equal to five percent of the Contract value. The total liquidated damages under this Agreement shall not exceed 25% of the Contract value.
- 19.3 Notwithstanding the above, the Authority may claim any losses, expenses, and damages from the Service provider it has incurred or resulted from any or all of the above-mentioned breaches in addition to any liquidated damages payable under this Agreement.
- 19.4 This **Article 19** shall survive the termination of this Agreement.

#### **Article 20. Liquidated Damages for Delay in Completion**

- 20.1 Where the Service provider does not provide the Services and complete the Product according to the terms and conditions of this Agreement before or on the Completion Date, the Service provider shall pay to the Authority liquidated damages equal to five (5) percent of the Service Fee unless the Service provider has provided the Services and completed the Product to the satisfaction of the Authority within fourteen (14) days from the Completion Date. This sum shall increase by zero-point one (0.2) percent of the Service Fee per day up to a maximum of ten (10) percent of the Service Fee. The Service provider will not be liable for any such payment of liquidated damages if the delay of performance of the Services or delivery of the Product is the result of factors outside of the Service provider's control, provided however that the Service provider complies with the provisions of **Article 21** and the Authority acknowledges and authorizes in writing such delay.
- 20.2 Notwithstanding the above, the Authority may claim any losses, expenses, and damages from the Service provider it has incurred or resulted from any or all of the above-mentioned breaches in addition to any liquidated damages payable under this Agreement.
- 20.3 Save in case of wilful misconduct or gross negligence, Service Provider's liability under this Agreement shall not exceed 100% of the Service Fee.
- 20.4 This **Article 20** shall survive the termination of this Agreement.

## Article 21. Force Majeure

- 21.1 If a Party (the "**Affected Party**") is prevented, hindered, or delayed from or in performing any of its obligations under this Agreement other than a payment obligation by an event of Force Majeure.
- (a) the Affected Party's obligations under this Agreement are suspended while the event of Force Majeure continues to the extent that it is prevented, hindered or delayed;
  - (b) within ten (10) Business Days after the start of the event of Force Majeure that Affected Party shall notify the other Party, the date on which the event of Force Majeure started and of its effects on the Affected Party's liability to perform its obligations under this Agreement;
  - (c) the Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure on the performance of its obligations under this Agreement, provided however that in the event that the event of Force Majeure is likely to endanger the safety of any expatriate staff of a Party, such expatriate staff shall be entitled to withdraw from the site and such withdrawal shall not be considered a violation of the relevant Party's obligations hereunder; and
  - (d) within ten (10) Business Days starting on the day the event of Force Majeure ends the Affected Party shall notify the other Party that the event of Force Majeure has ended and resume performance of its obligations under this Agreement.
- 21.2 Where an event of Force Majeure continues for a period of one hundred twenty [120] Business Days, either Party may terminate this Agreement without prejudice to any other rights it may have acquired under this Agreement.

## Article 22. Term and Termination of the Agreement

- 22.1 This Agreement shall come into force on the date first above written and, unless earlier terminated, shall remain in force until the completion of the Services contemplated in **Article 3** hereof.
- 22.2 The Authority may immediately terminate the Agreement by giving Notice to the Service provider where:
- (a) it has become evident that the Services and/or the Product cannot be completed due to causes attributable to the Service provider on or before the Completion Date;
  - (b) the Service provider fails to perform the Services in a standard according to this Agreement and the Scope of Work, and does not remedy such defaults within fourteen (14) days from receiving the Authorities notification thereof, and there are no justified reasons for such failure, which shall be decided by the Authority, in its sole discretion;
  - (c) the Service provider does not commence the Services after having received the advanced payment or if it suspends the Services after the effective date of the Agreement for a certain period without justified reasons, which shall be decided by the Authority, in its sole discretion;
  - (d) the Service provider breaches any provision of this Agreement and does not rectify such breach within fourteen (14) days of receiving Notice thereof from the Authority;
  - (e) the Service provider takes any actions to injure the Authorities credit or to influence the trust between the Authority and the Service provider;

- (f) the Service provider becomes bankrupt or compounds with the Service provider's creditors or any of them or assigns the Service provider's estate for the benefit of the Service provider's creditors or any of them; or
  - (g) commits a serious or persistent breach of any of the provisions of this Agreement which is incapable of being remedied to the reasonable satisfaction of the Authority.
- 22.3 The Service provider may immediately terminate the Agreement by giving Notice to the Authority where:
  - (a) the Authority breaches any provision of this Agreement and does not rectify such breach within fourteen (14) days of receiving Notice thereof from the Service provider; or
  - (b) commits a serious or persistent breach of any of the provisions of this Agreement which is incapable of being remedied to the reasonable satisfaction of the Service provider.
- 22.4 Where this Agreement is terminated according to Article 22.2, the Service provider shall not be entitled to any part or all of the Service Fee, other than for the Services and work performed by the Service provider and accepted by the Authority, and any difference between such amount and any payment of part or all of the Service Fee advanced or paid to the Service provider becomes immediately repayable to the Authority
- 22.5 Where this Agreement is terminated according to Article 22.3, the Service provider shall be entitled to that part of the Service Fee corresponding to the Services and work performed prior to the termination ,provided that any difference between such amount ( including any costs, losses and damages incurred by the Service Provider due to the termination) and any payment of part or all of the Service Fee advanced or paid to the Service provider becomes immediately repayable to the Authority.
- 22.6 Except as provided otherwise in this Agreement, termination of this Agreement shall not in any way terminate, limit, or restrict the rights and remedies that a Party has accrued on or before termination.

### **Article 23. Settlement of disputes and Applicable Law**

- 23.1 This Agreement is governed by the laws of England and Wales.
- 23.2 Any disputes or matters (including non-contractual) under this contract will be governed by and construed under the Laws of England and Wales and without prejudice to the dispute resolution process.
- 23.3 When either Party (the Service Provider and the Authority) notifies the other of a dispute arising under this contract, both Parties will attempt in good faith to negotiate a settlement within 20 Working Days. The Parties shall use their best efforts to amicably settle any dispute arising out of the Contract.
- 23.4 Nothing in this process prevents a Party from seeking any interim order restraining the other Party from, or compelling the other Party to do, any act.
- 23.5 If the dispute cannot be resolved, the parties will first attempt to settle the matter by mediation and before either party commences formal action.
- 23.6 If not settled amicably within 20 Working Days after receipt by one Party of the other Party's

written request for such amicable settlement, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

- 23.7 The obligations of the Parties under this Contract will not be suspended, ceased, or delayed by the reference of a dispute to mediation or arbitration and the Service provider and Service provider's Staff will continue to comply with the requirements of this Contract.

## **Article 24. Mediation Process**

- 24.1 A mediator will be agreed by both Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they cannot or will not act.
- 24.2 The Parties will meet the mediator within 10 Working Days of the mediator's appointment to agree a structure for the negotiations. The Parties can at any stage ask the mediation provider for advice about the process.
- 24.3 Unless otherwise agreed, all negotiations and settlement agreements connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 24.4 If the Parties reach agreement, it will be put in writing and will be binding once it is signed by the Parties' authorised representatives.
- 24.5 If agreement cannot be reached following a mediation either Party can invite the mediator to provide a non-binding opinion on settlement terms in writing. This opinion will be provided and will not be used in evidence in any proceedings about this Framework Agreement without the prior written consent of both Parties.
- 24.6 If the Parties fail to reach agreement within 60 Working Days of the mediator being appointed, or other period as agreed by the Parties, it can be referred to the courts or to arbitration (if both parties agree to determination by arbitration).
- 24.7 Either Party can request by written notice that the dispute is referred to expert determination if the dispute relates to:
- 24.7.1 any technical aspect of the delivery of the Services
  - 24.7.2 the underlying technology
  - 24.7.3 financial issues
- 24.8 An expert will be appointed by written agreement between the Parties, but if they fail to agree on an expert within 10 Working Days of the first proposal by a Party, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the relevant professional body.
- 24.9 The expert will:
- 24.9.1 act fairly and impartially and not as an arbitrator
  - 24.9.2 provide a determination that will be final and binding on the Parties unless there is a material failure to follow the agreed process.

24.9.3 decide the process to be followed and will be requested to make their determination within 30 Working Days of their appointment or as soon as possible and the Parties will provide the documentation that the expert needs.

24.9.4 decide how and by whom the costs of the determination, including their fees and expenses, are to be paid. Any amount payable by one Party to another will be due within 20 Working Days of the Parties being notified of the determination.

24.10 The expert determination process will be conducted in private and will be confidential.

## Article 25. Notices

### 25.1 Notices

All notices, consents, request, and other communications (collectively “**Notices**”) authorized or required to be given or made by a Party under this Agreement will be mailed in English by the following contact persons:

#### For the Authority:

Name	THE SECRETARY OF STATE FOR THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

#### For the Service provider:


25.2 A Party may change its above address by giving Notice to the other Party at least even [7] Business Days before such amendment shall be deemed to take effect.

25.3 A Party may change its above address by giving Notice to the other Party at least seven [7] Business Days before such amendment shall be deemed to take effect.

## Article 26. Miscellaneous

### 26.1 Entire Agreement

This Agreement sets forth the entire agreement between the parties in respect of the subject matter hereof and supersedes and cancels any and all previous agreements, negotiations, commitments, and writings in respect of the subject matter thereof.

### 26.2 Costs

Each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under, this Agreement except as otherwise expressly provided in this Agreement.

### 26.3 Variations

Any variation, modification or amendment to this Agreement, not contemplated above, is only valid in writing, duly executed by the Parties.

### 26.4 Severability

If any one or more of the provisions contained in this Agreement or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

### 26.5 Copies and Execution

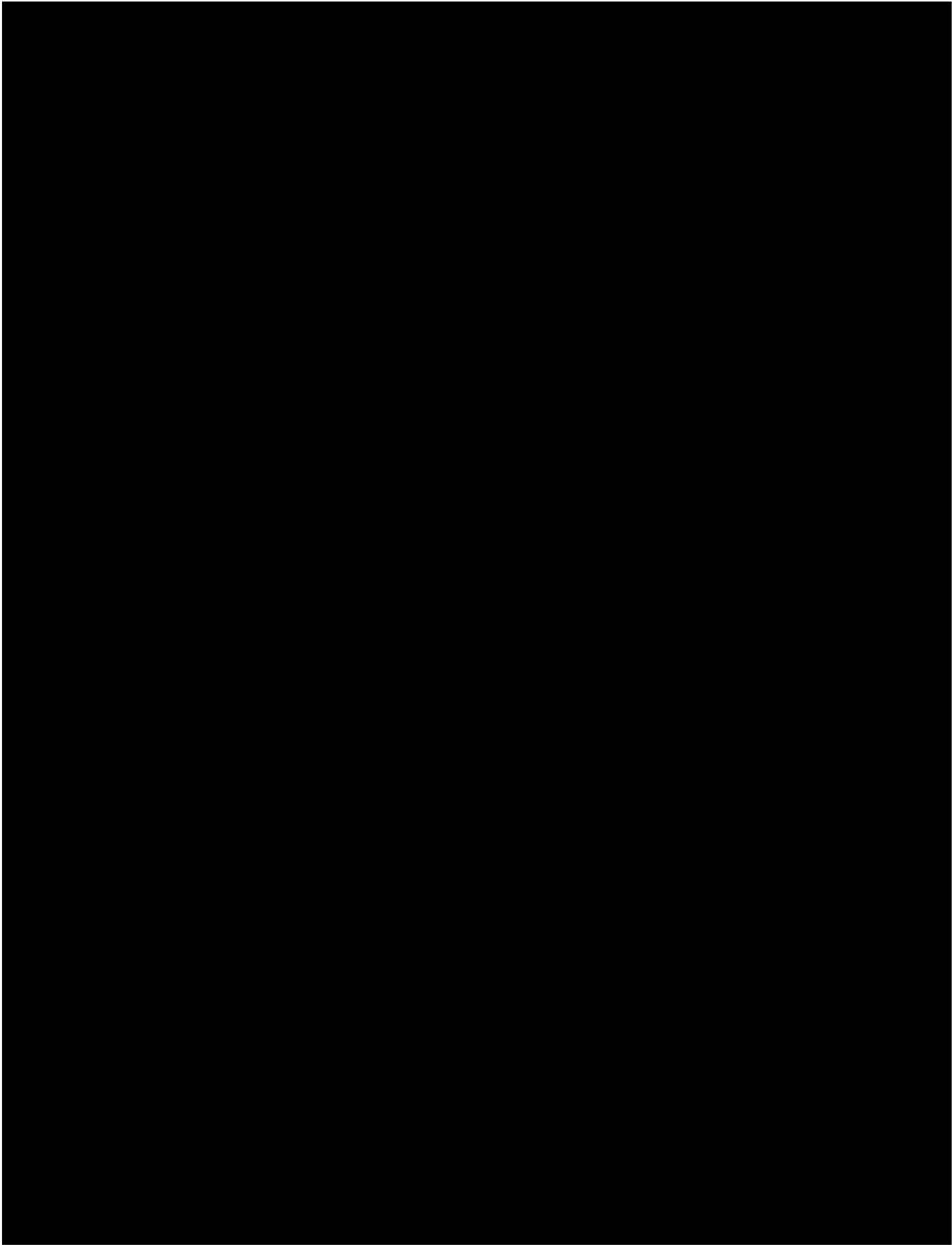
This Agreement is signed in 2 copies in English. Each Party shall retain 1 original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorised representatives as of the day and year first above written.

Signed on Behalf of the Authority:

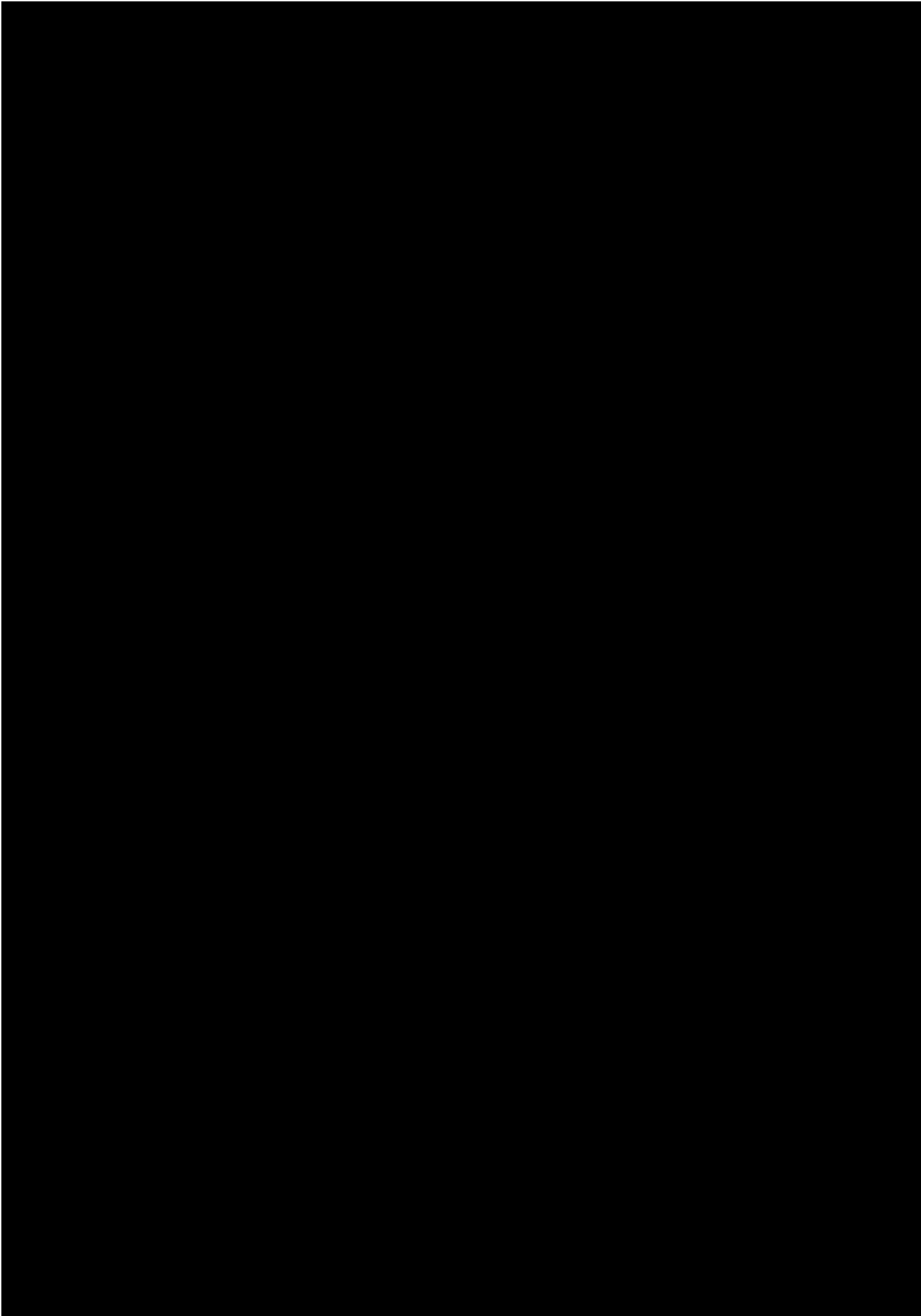


U2 - Restricted use

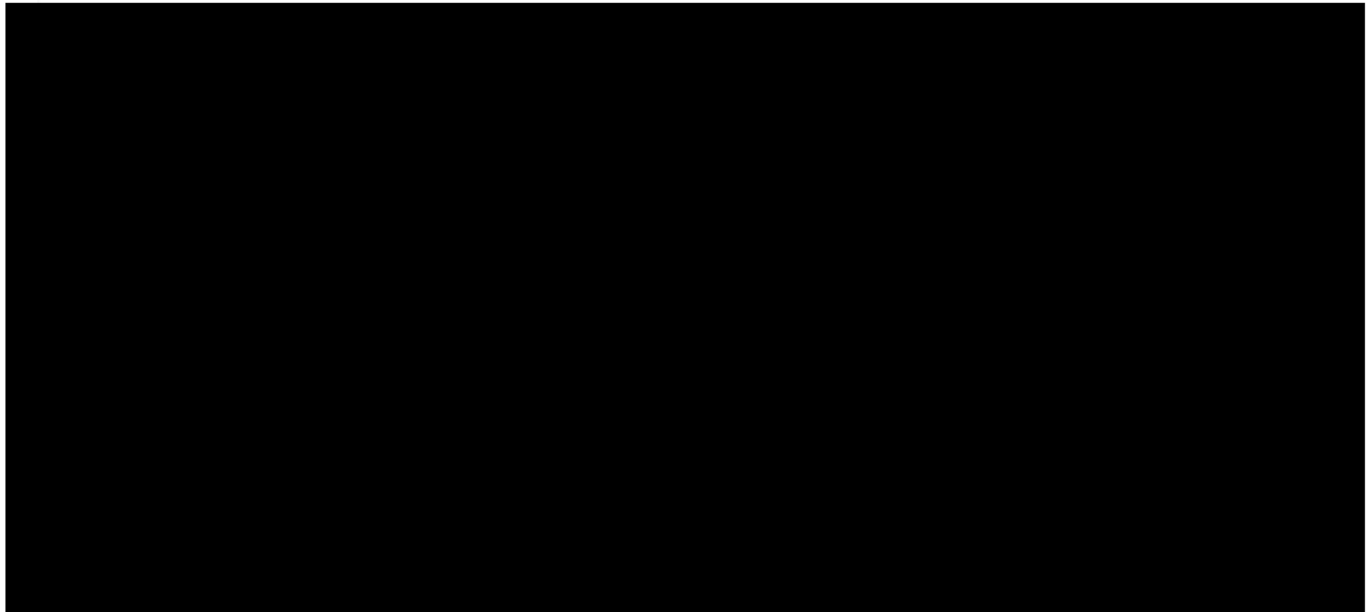
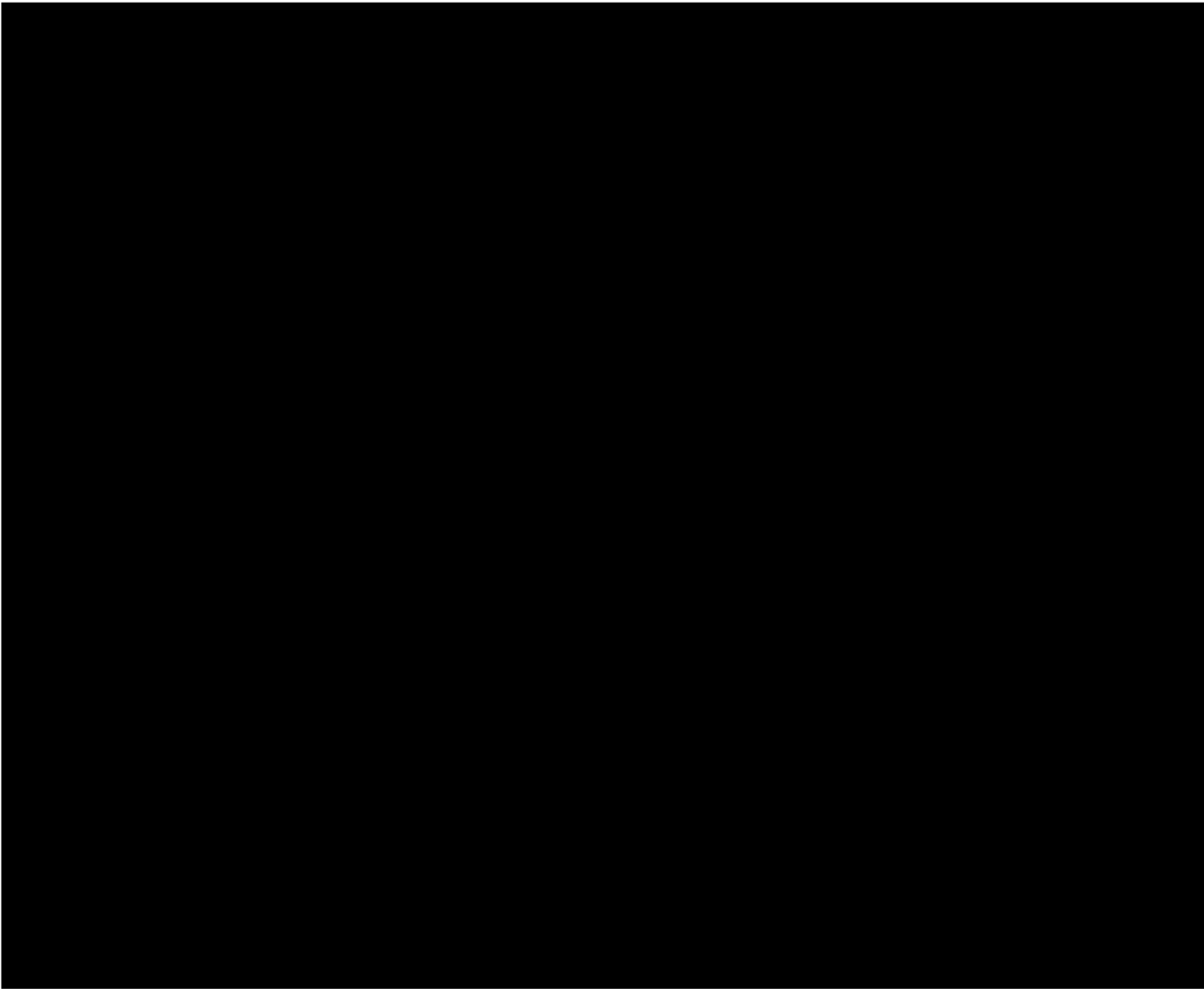




~~U2 - Restricted Use~~



U2 - Restricted Use



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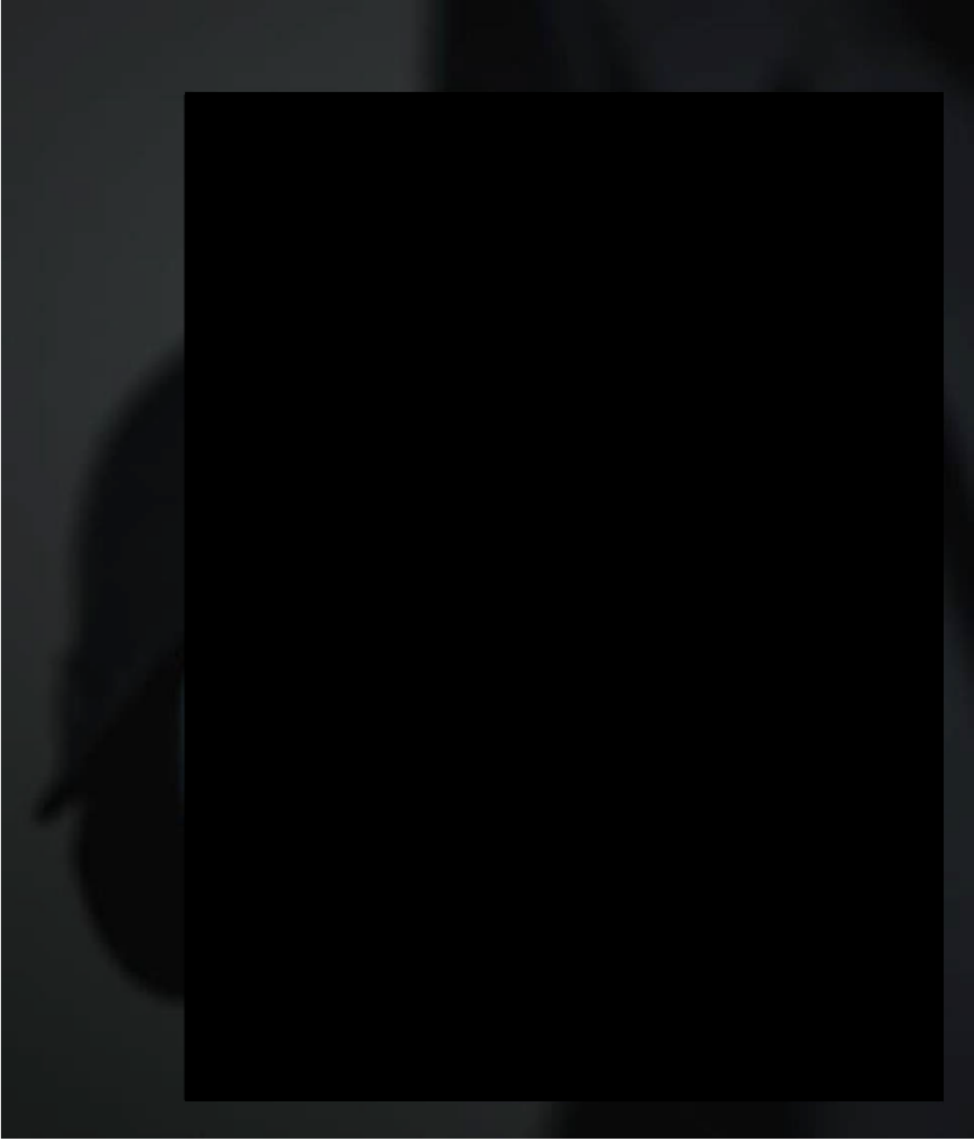
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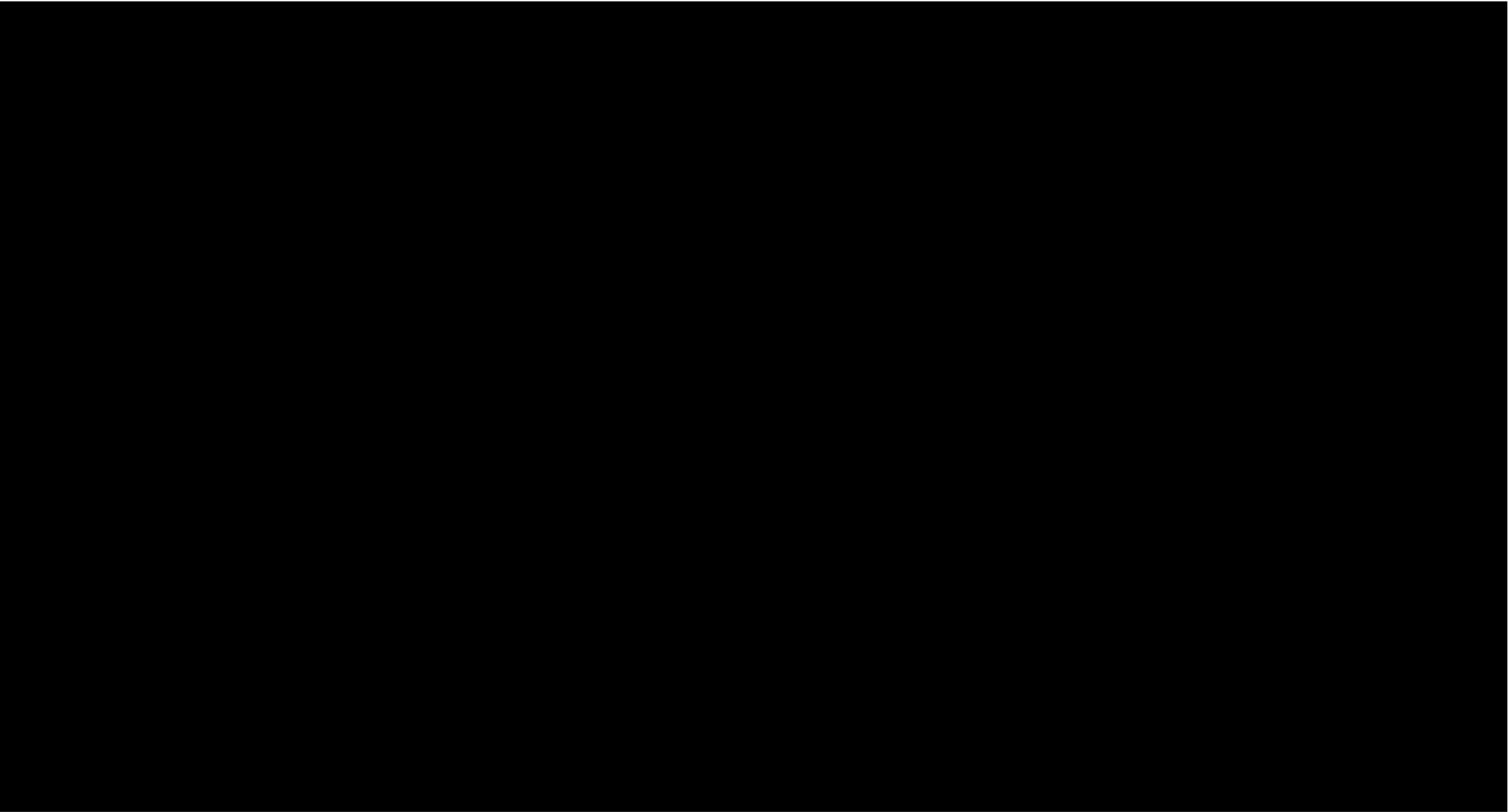
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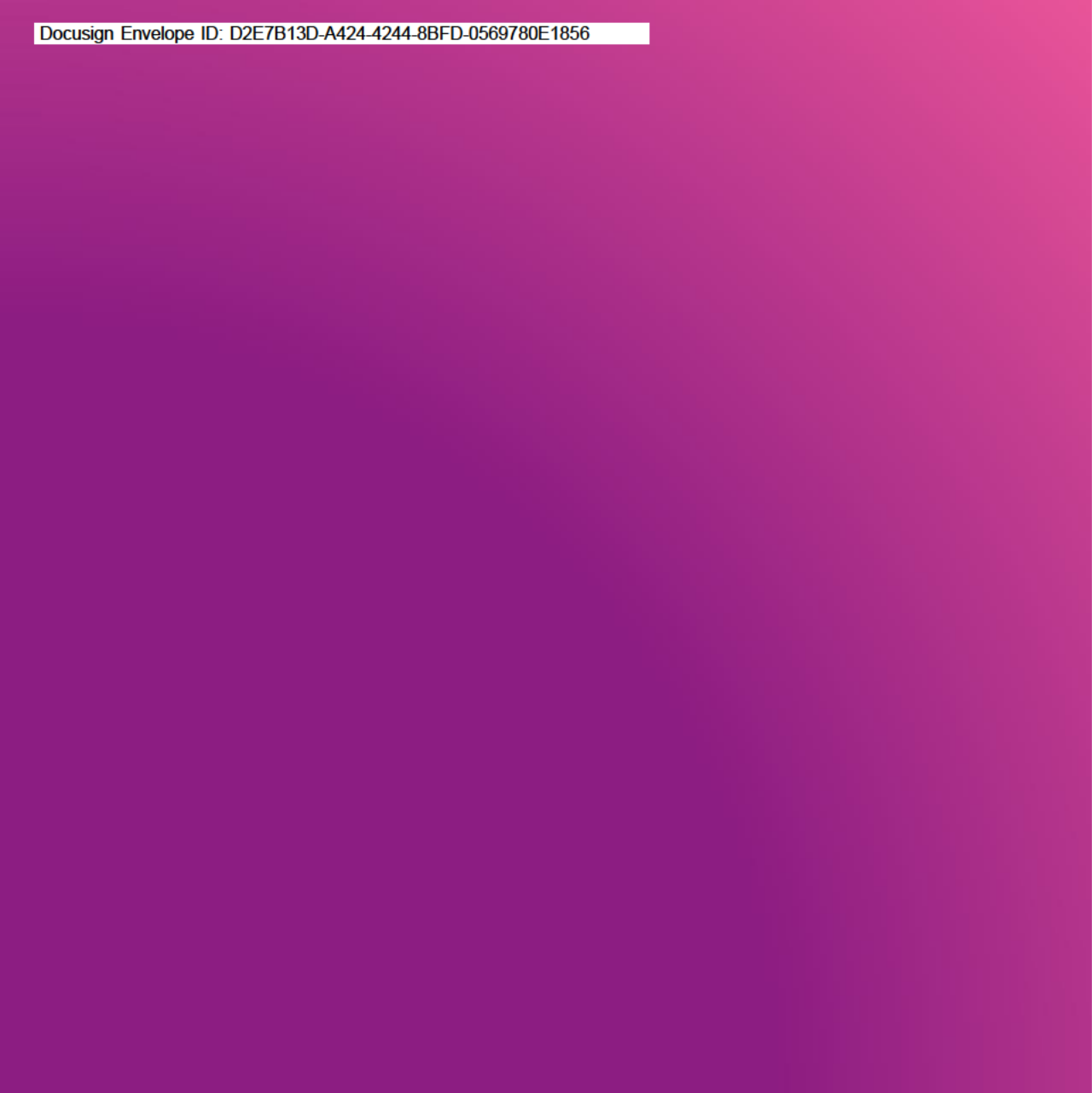
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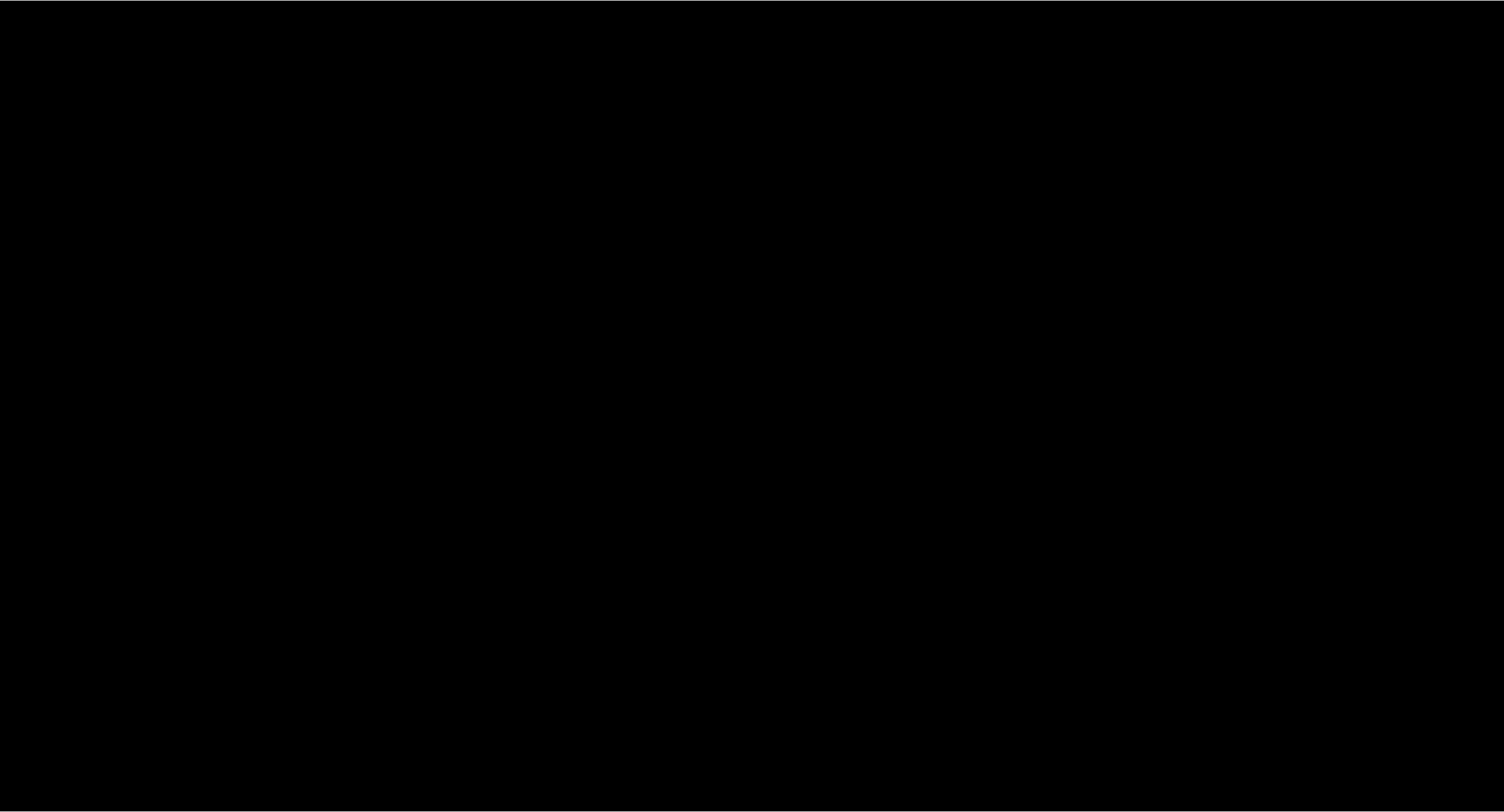
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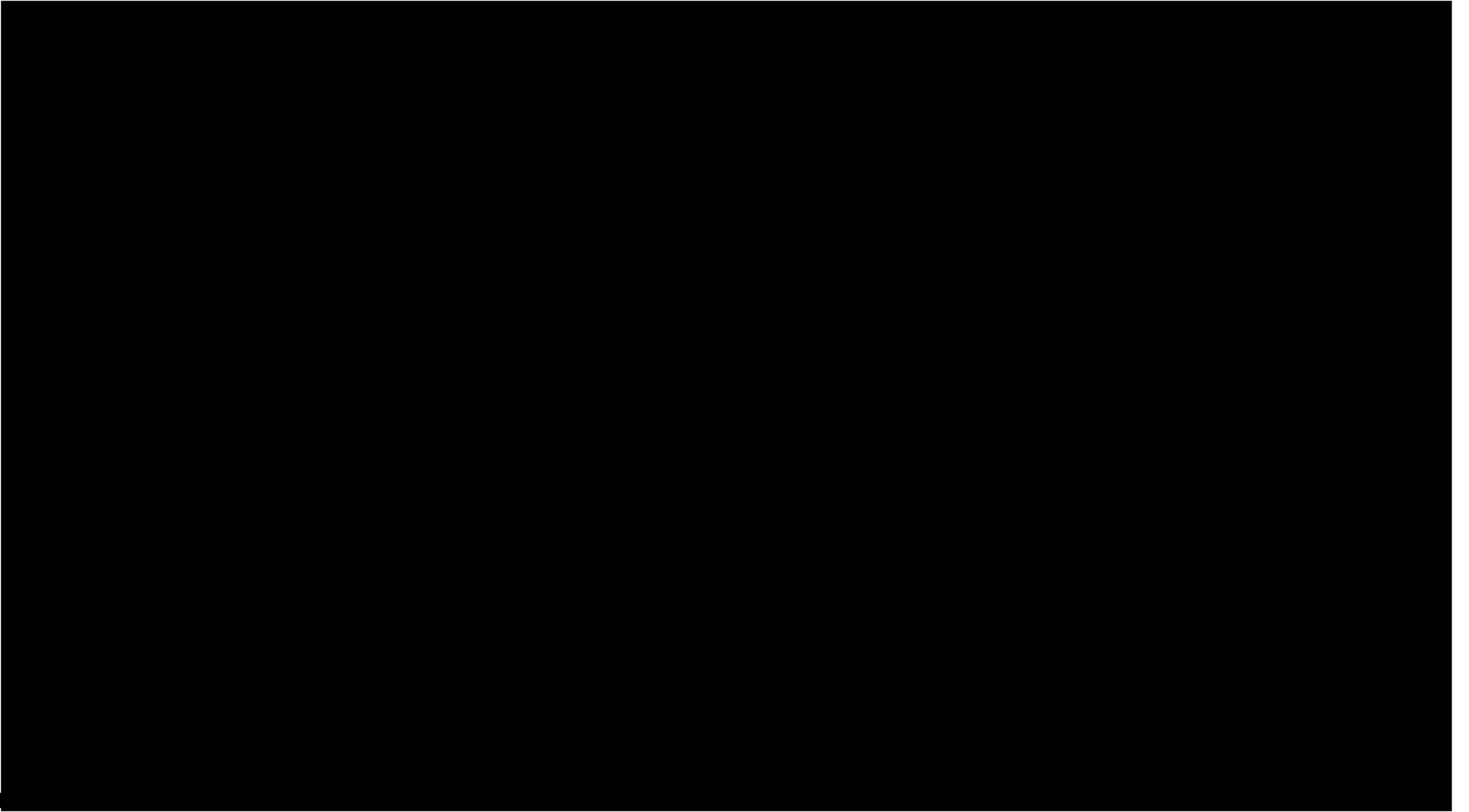


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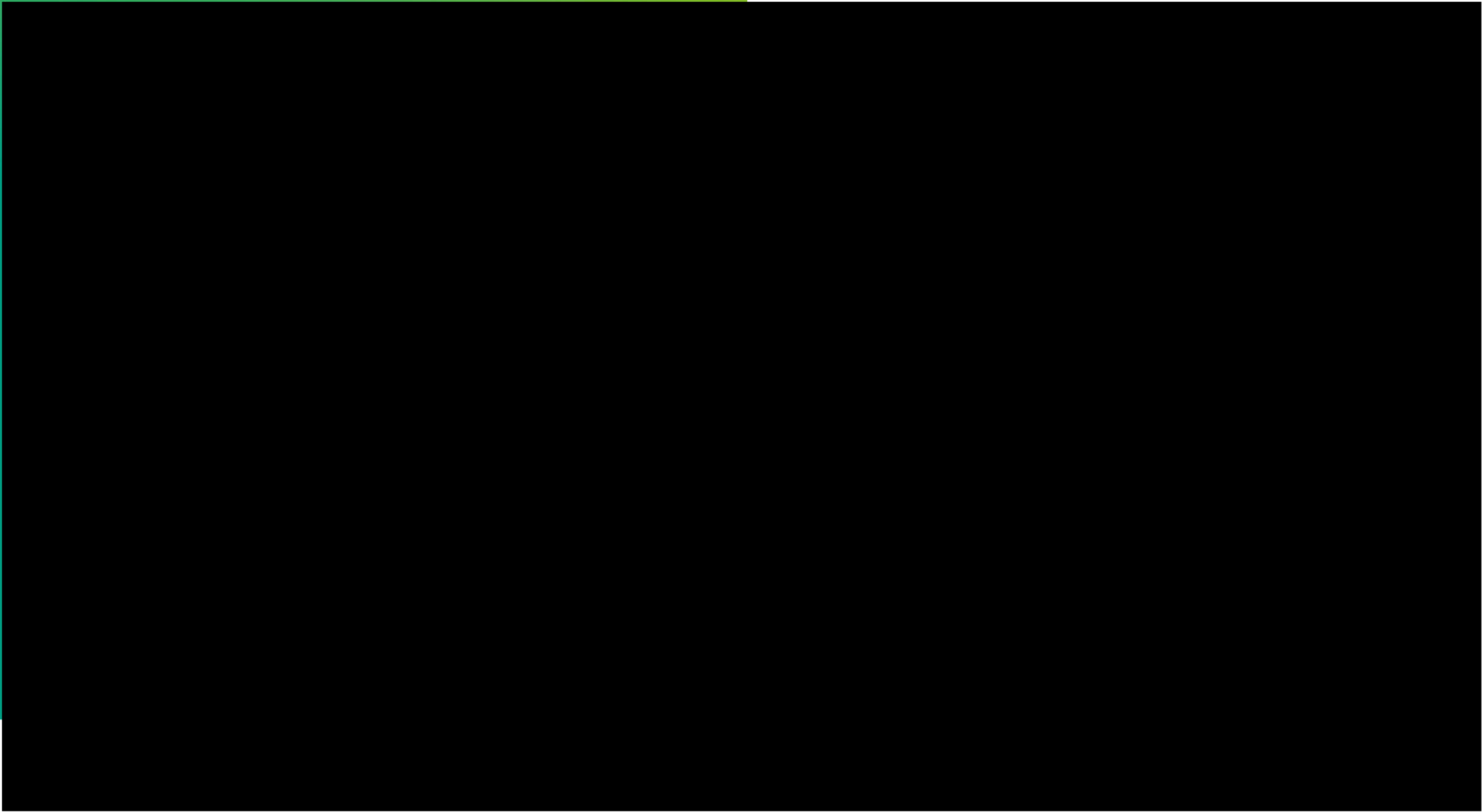
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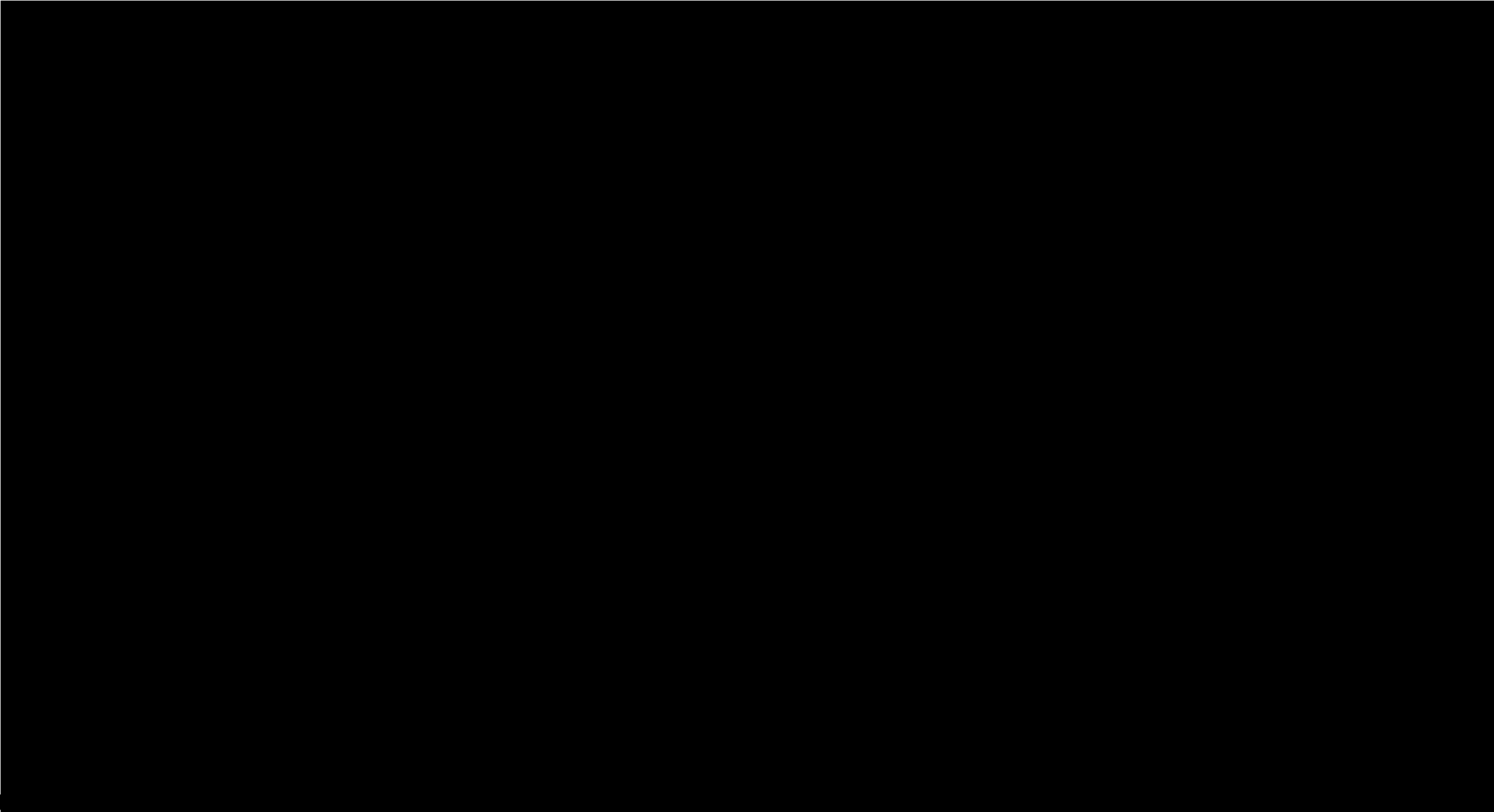
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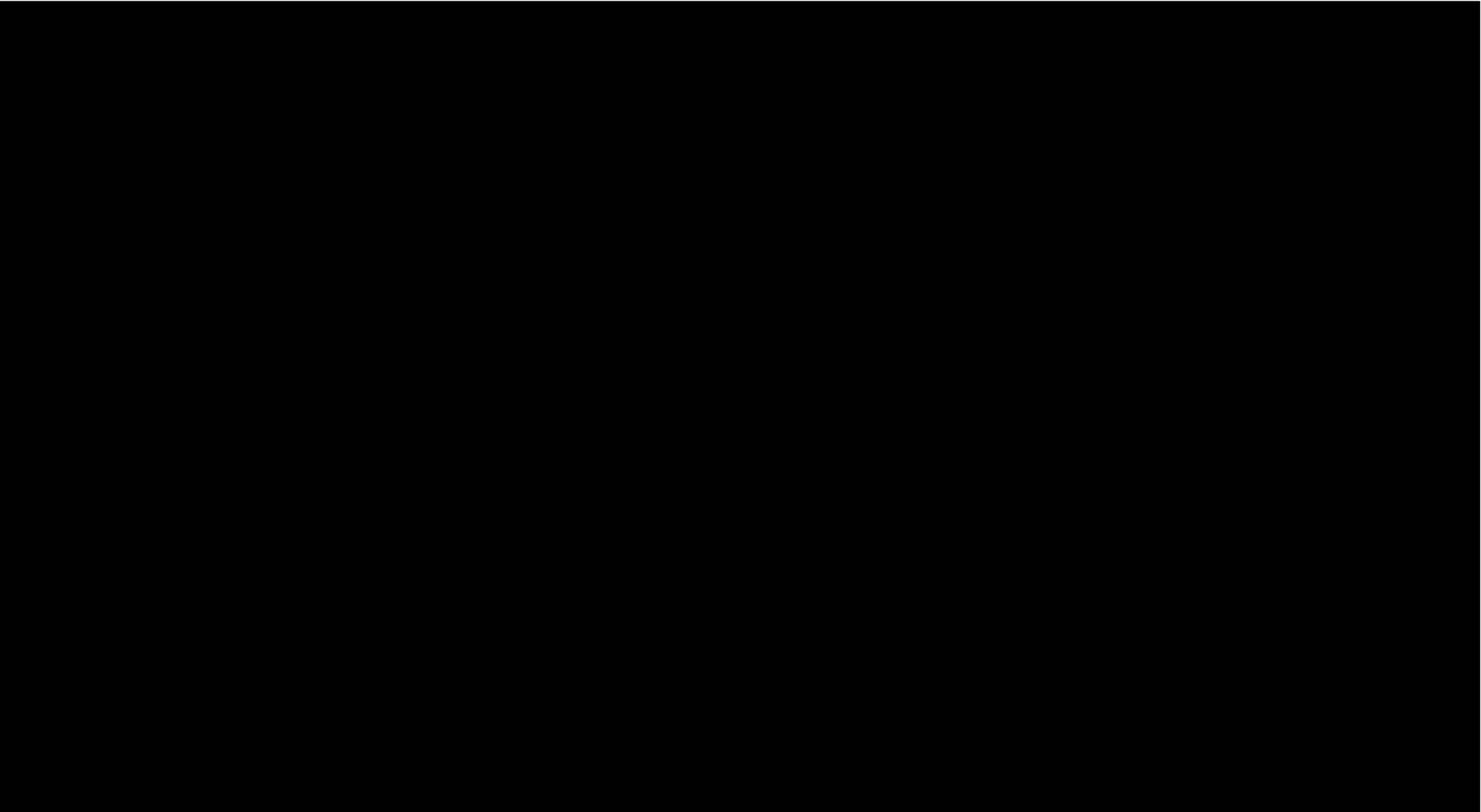
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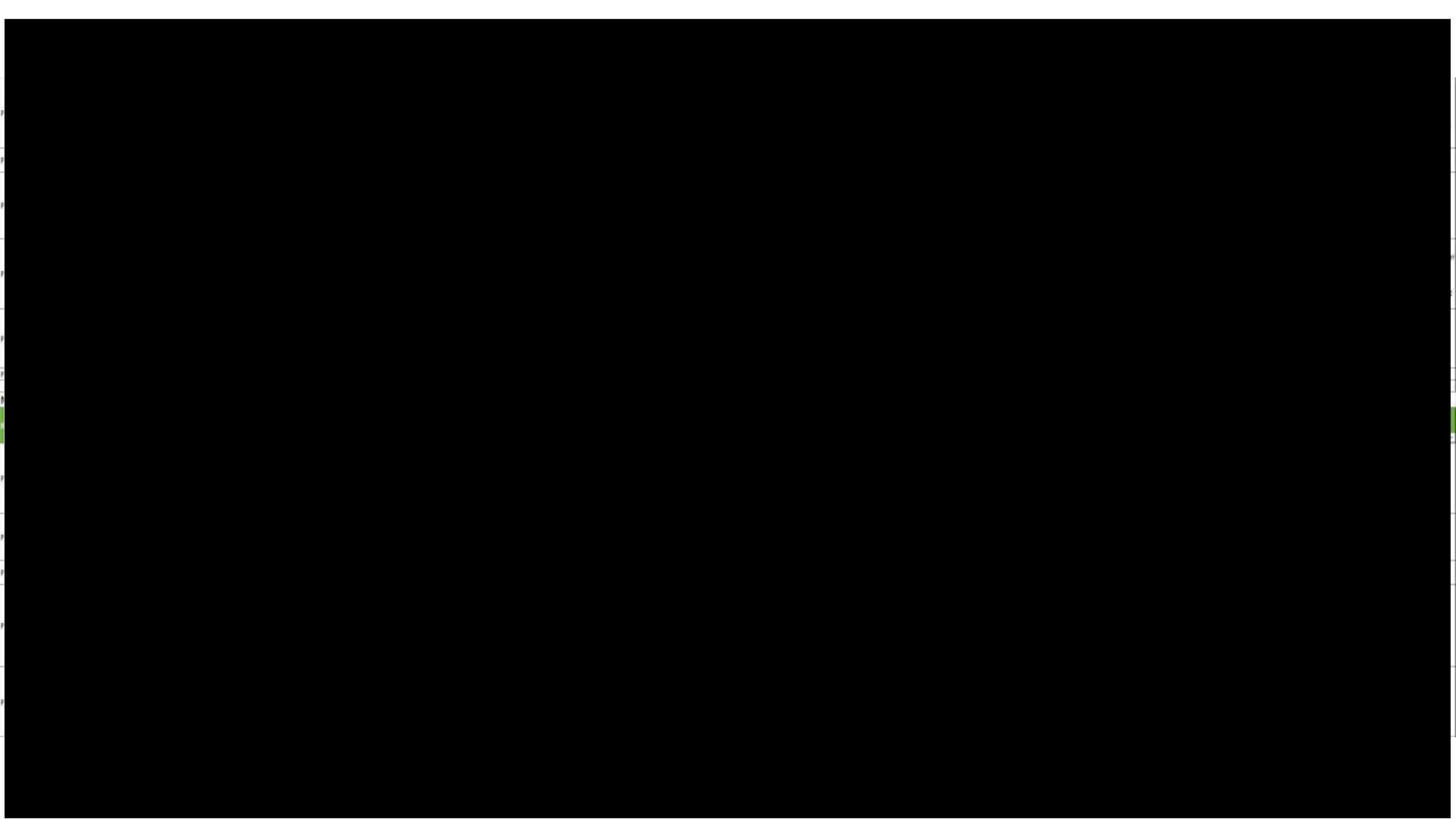
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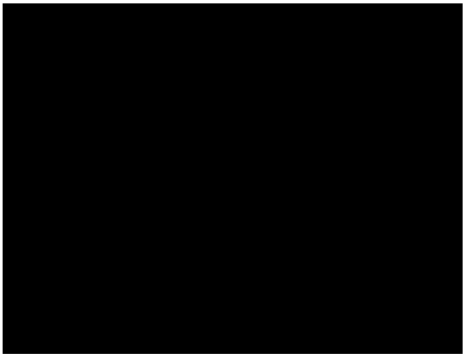
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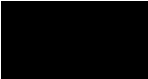
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