



Department
for Environment
Food & Rural Affairs



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form Enhanced

October 2021



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Resources for Change Ltd,
Cwrt Isaf Farmhouse,
Llangattock,
Crickhowell, Powys,
NP8 1PH]

Date: 15/07/2024

Your ref:

Our ref: [REDACTED]

Dear [REDACTED]

Supply of consultancy services to continue with the Surrey Hills AONB Boundary Extension Project

Following your proposal for the supply of services in relation to the Surrey Hills Area of Natural Beauty boundary extension to Natural England, we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between Natural England and Resource for Change for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to [REDACTED] via email [REDACTED] within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

[REDACTED]
[REDACTED]
Defra Group Commercial



Order Form

1. Contract Reference	P-36139	
2. Date	[Insert date on which the signed Order Form is received by the Authority.]	
3. Authority	Natural England County Hall, Spetchley Road, Worcester, WR5 2NR	
4. Supplier	Resource for Change Cwrt Isaf Farmhouse, Llangattock, Crickhowell, Powys NP8 1PH D-U-N-S [®] Number: 216804722	
4a. Supplier Account Details		
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none">1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>). <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>	
6. Deliverables	Goods	None
	Services	To be performed at supplier's premises and potential site visits to Surrey Hills.



7. Specification	The specification of the Deliverables is as set out in Annex 2.
8. Term	<p>The Term shall commence on 1st April 2024 (the Start Date)</p> <p>and the Expiry Date shall 31st March 2025 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p> <p>The Authority may extend the Contract for a period of up to 1 + 1 years by giving not less than 1 months' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.</p>
9. Charges	<p>The Charges for the Deliverables shall be as set out in Annex 3.</p> <p>The maximum spend in FY 24/25 shall be £113,720</p> <p>The maximum spend in FY25/26 if the option is taken shall be £135,094</p> <p>The maximum spend in FY 26/27 if the option is taken shall be £43,117</p>
10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>[REDACTED]</p> <p>Alternatively, you may post to:</p> <p>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>



11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[Redacted] [Redacted] [Redacted] [Redacted]</p> <p>or, in their absence,</p> <p>[Redacted] [Redacted] [Redacted] [Redacted]</p>	
12. Address for notices	Authority: Natural England 2 Marsham Street London SW1p 4DF Attention: Network Procurement Email: [Redacted]	Supplier: [Redacted] Cwrt Isaf Farmhouse LLangattock Crickhowell Powys NP8 1PH Attention: Director Email: [Redacted]
13. Key Personnel	Authority: [Redacted] Natural England Horizon House, Deanery Rd Bristol BS1 5TL Attention: Landscape Senior Advisor Email: [Redacted]	Supplier: [Redacted] – Resources for Change [Redacted] [Redacted] – South Coast GIS Cwrt Isaf Farmhouse LLangattock Crickhowell Powys NP8 1PH Attention: Director Email: [Redacted]



14. Procedures and Policies	<p>For the purposes of the Contract all employees and contractors with access to Defra group sites/assets must be subject to Baseline Personnel Security Standard (BPSS) any additional clearance is to be determined on a case-by-case basis by the customer in line with the requirements of the project. Please refer to the Defra group Security Policy (Annex 6 attached) for further details.</p> <p>This contract will support the delivery of Natural England's Landscape Designation Programme, which you can find more details on here: https://www.gov.uk/government/news/natural-england-announces-landmark-new-programme-for-protected-landscapes</p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>				
15. Limitation of Liabilities	As per Clause 12.1				
16. Insurance	<p>The Supplier shall hold the following insurance cover from the commencement date for the duration of the Contract in accordance with this Order Form</p> <ul style="list-style-type: none">- Professional Indemnity insurance [with cover (for a single event or multiple with an aggregate) of not less than £2 million;- Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million;- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5 million;-				
<table><tr><td data-bbox="86 1827 759 2051">Signed for and on behalf of the Supplier</td><td data-bbox="759 1827 1509 2051">Signed for and on behalf of the Authority</td></tr><tr><td data-bbox="86 1827 759 2051">Resources for Change Ltd</td><td data-bbox="759 1827 1509 2051"></td></tr></table>		Signed for and on behalf of the Supplier	Signed for and on behalf of the Authority	Resources for Change Ltd	
Signed for and on behalf of the Supplier	Signed for and on behalf of the Authority				
Resources for Change Ltd					



Department
for Environment
Food & Rural Affairs

<div><div></div><div></div></div>	<div>Name:<div></div><div></div><div></div></div>
Date: 29/07/2024	Date: 29/07/2024
Signature: <div></div>	Signature: <div></div> <div></div> <div></div>



Annex 1 – Authorised Processing Template – NOT APPLICABLE – No personal data shared.

Contract:	Supply of consultancy services to continue with the Surrey Hills AONB Boundary Extension Project
Date:	
Description Of Authorised Processing	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	



Annex 2 – Specification

Specification for Continuation of Consultancy Contract for the Surrey Hills AONB Boundary Extension Project.

This Specification includes all of the tasks planned for the Surrey Hills Boundary Extension within the Financial Year of 2024/25. These include the publishing of the 1st consultation analysis report, the running of a second consultation, the analysis and publication of 2nd consultation report and the preparation of the draft order and board paper, prior to going to the Notice Period.

1.1 Designation Programme Background

Natural England are the government's adviser for the natural environment in England, helping to protect England's nature and landscapes for people to enjoy and for the services they provide.

Our remit is to ensure sustainable stewardship of the land and sea so that people and nature can thrive. It is our responsibility to see that England's rich natural environment can adapt and survive intact for future generations to enjoy. We work with farmers and land managers; business and industry; planners and developers; national and local government; interest groups and local communities to help them improve their local environment.

Natural England has powers under the Countryside and Rights of Way Act 2000 (CRoW) to consider which areas meet the statutory criterion for designation as an Area of Outstanding Natural Beauty (AONB), and then to designate such areas. Following the Landscape Review led by Julian Glover (published in 2018) Natural England announced in 2021 a new and bold programme of 4 new AONB designation projects. These consist of 2 entirely new AONBs (Yorkshire Wolds and Cheshire Sandstone Ridge) and 2 extensions to existing AONBs (Surrey Hills and Chiltern Hills).

1.2 The Surrey Hills Boundary Extension Project Background and Progress

For many years there has been a local desire to extend the Surrey Hills Area of Outstanding Natural Beauty (SH AONB) to include locally valued landscape such as Areas of Great Landscape Value (AGLV) and wider countryside. These proposals have been supported by the AONB Board and local authorities and a formal request was put to Natural England by the AONB Board proposing a variation to the AONB boundary based on an early study by Hankinson Duckett Associates (HDA) in 2013.

In December 2013 Natural England's Board confirmed it would take forward a project to determine if the AONB boundary should be varied and to define a recommended boundary. In 2021 the Natural England Board committed to testing and trialing a new approach to designation work across the 4 chosen AONB projects, with a strong emphasis on collaboration and engagement. Subsequently Natural England Officers established a project Management Advisory Group (MAG) and Technical Advisory Group (TAG) for the SH AONB Extension Project in order to include partners in project governance and improve engagement. An Area of Search was defined collaboratively between Natural England and the MAG and used as a starting point for assessment of natural beauty.

A tender for a consultancy contract was run and the successful consultants Resources for Change and Alison Farmer Associates were commissioned in 2021 to undertake the initial stages of the project including technical assessment and extensive stakeholder engagement. The main part of this engagement was delivered via a 'Call for Evidence' to the public which ran throughout December 2021 and January 2022.

Natural Beauty and Desirability assessments to determine which landscapes met the legal requirements for inclusion in an AONB were completed and proposals were developed to designate specific new areas adjacent to the existing AONB. Following the landscape designation guidance and legislation, Natural England then held a formal statutory and public consultation beginning on the 7th March 2023 and ending on the 13th June 2023.



This stage of the project invited public, local authority and other organisations to comment on the 18 proposed extension areas along with several minor proposed boundary alterations (boundary anomalies), listed below:

- Wey Valley, Farnham
- Hogs Back
- Wey Valley, Farley Hill
- Binscombe Hills
- Enton Hills
- Cranleigh Waters
- Hatchlands and East Clandon
- Headley Hills
- Chipstead
- Happy Valley
- Caterham Woods
- Woldingham Valleys
- Limpsfield
- Godstone Hills
- Bletchworth and Mole Valley
- Ockley Low Weald
- Dunsfold Low Weald
- Dockenfield Hills

The consultation was successful and received a high number of responses (approximately 1500). The Surrey Hills boundary review page on the Defra consultation platform is still live, with all documents and information on next steps. [Surrey Hills Area of Outstanding Natural Beauty Boundary Variation Project - Defra - Citizen Space](#)

Since then, the consultants, Alison Farmer Associates and Resource for Change have sifted through the large number of responses, compiling them into themes and responding to the arguments they presented.

1.3 Detailed Specification

All technical terms referred to in this specification are used with the meaning attached to them in Natural England's Guidance document, which should be used as the current approved framework for this work. The relevant assessments and other documents for the Suffolk Coast & Heaths AONB boundary variation provide an indication of the level of technical detail that will be required in undertaking equivalent work for the Surrey Hills boundary review. These can be found under the 'Related' heading via the Government consultation platform linked [here](#).

Advice will be requested on discrete tasks as and when required, as described in greater detail below. The Contractor will be required to undertake the specified tasks with regard to the Natural England's statutory duty as set out in section 83(7) of the Countryside and Rights of Way Act 2000, through the practical application of the approach as set out in Natural England's Guidance document.

TASKS THAT RELATE TO 24/25, 25/26, 26/27 FY:

24/25 FY

Task 1: Produce and Publish Consultation Analysis Report

- Following on from the work completed last financial year (23/24) the consultation analysis report will be finalized and published on citizen space.



Task 2: Assess any new land that has been raised through the 1st Consultation

- Several areas within the region of East Hampshire were brought to the attention of Natural England via the 1st consultation as potential areas to be included in the AONB. These areas however were not included in the initial technical assessments and so we would like to now assess these areas to understand if they are of high enough quality and desirability to be included in the extension proposal.
- The process for assessing natural beauty and desirability must be consistent with previous technical assessments and explain how the area meets or fails on the criteria.

Task 3: Prepare and support the delivery of a 2nd Statutory and Public Consultation

Pre consultation tasks for the consultant to prepare include:

- **The development of the consultation summary document, for use during the statutory and Public consultations, to accompany the consultation questionnaire.**
The full questionnaire and technical assessments will also be required to be made available online via the Government online consultation platform, Citizen Space. Access to Citizen Space will be provided by Natural England. This document needs to provide background to explain what an AONB is, the designation process and short summary information on the assessments, to aid in completing the consultation form. This summary report should be of a format agreed by Natural England, made consistent with the 1st SH AONB consultation summary report. An example ("[SC&H AONB extension consultation document](https://consult.defra.gov.uk/natural-england/suffolk-coast-and-heaths-aonb/)") can be found via the following link: <https://consult.defra.gov.uk/natural-england/suffolk-coast-and-heaths-aonb/>
- **Prepare consultation response form.**
Use consistent formatting and framework as 1st consultation and work with Natural England to develop questions and wording.
- **Prepare non-technical assessments and maps.**
Using previous documents from the 1st consultation and ensuring the maps are revised to match the changes made to the boundary proposal as a result of the consultation analysis report.
- **Work with NE to prepare the stakeholder and community engagement.**
- **Organise and prepare the citizen space site for the start of the consultation.**
Ensuring all documents are uploaded and the formatting is in aligned with Defra guidance.
- **Liaise with NE on the accessibility of the consultation.**

Consultation tasks while it is running include:

- Support the running of webinars and face to face events.
- Provide technical expertise and support to questions from consultees.

Task 4: Analysis of 2nd Statutory and Public Consultation Responses.

- Once the formal 2nd Statutory and Public Consultation has taken place, code and analyse the responses relating to the assessment of natural beauty, desirability and the detailed boundary, producing a detailed rationale for each issue raised. The rationale should consider whether the quality of the evidence supplied has merit and warrants changes to the proposals and/or evidence base. Further site work will be required, in order to assess the accuracy and significance of the evidence supplied, on the ground. It will be necessary to draw on extant relevant legal and other precedent, past planning inquiry reports and Secretary of State 'Designation Decision' Letters, in developing the rationale for agreeing with or refuting the individual issues/ key issues raised.

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.4 Potential additional activities

The following tasks may arise at any stage during the designation process, from contract start onwards (although there is no guarantee that any particular task outlined above will be required). These additional activities would be funded; if there is a need for additional work the contractor would commission the work on an ad-hoc basis.

The need for such advice is likely to arise from issues raised by stakeholders including during the Statutory and Public Consultation, or in evidence submitted by supporters or objectors or if further research requirements are identified by Natural England and/ or the MAG.

- **Ongoing technical advice:** Additional tasks will be commissioned as the project progresses and as required (see below for commissioning process). If requested under the terms of this framework contract, Contractors will need to be able to provide the following services in relation to the study area:



- **Landscape advice:** including landscape character assessment, evaluating landscapes for designation, advice on landscape designation, drawing boundaries, landscape impact assessments and related services.
- **Cultural heritage advice:** including gathering, interpreting and evaluating evidence regarding relevant cultural heritage of the study area, with particular emphasis on the contribution of the area's built environment, historic environment, and the literary and artistic heritage as well as its cultural traditions to the natural beauty of the area. Good knowledge of the area will be advantageous.
- **Natural heritage advice:** including gathering, interpreting and evaluating evidence on habitats, species and geological features of the study area at a landscape scale, advising on the role and importance of particular habitats, species and geological features in a given landscape character area and perhaps occasionally verifying ecological and geological evidence in the field (contractors are unlikely to be required to carry out detailed species or habitats surveys or detailed surveys of geological evidence in the field, if fieldwork is required it will be at a very general level).
- **Planning advice:** respond to any requests for planning advice in the study area.
- **Database design and management:** including designing and managing Excel worksheets of the results to track and collate stakeholder responses, managing evidence database linked to a GIS etc.
- **GIS and cartography:** including processing geographic information, geocoding information, plotting boundaries accurately, producing maps to various specifications at short notice.

Examples of the range of typical work may include:

- a) one-off site visits (for instance, to verify evidence submitted by a third party);
- b) reviewing a substantial objection to designation prepared by professional consultants;
- c) incorporating additional information into the evidence base and revising recommendations;
- d) reviewing boundary recommendations in light of representations made by the public;
- e) attending meetings to explain and defend recommendations;
- f) advising on and evaluating emerging development plan policies;
- g) preparing maps and GIS databases;
- h) designing and managing databases of stakeholders and stakeholder responses; etc.

Some tasks may require a combination of any of the above services.

1.5 Additional information regarding the contract

Any further tasks will be commissioned from the contractor on an ad-hoc basis.

The following principles will apply:

- **Level of work:** The workload under this contract will fluctuate and we are unable to guarantee any particular level of work, including a guaranteed minimum.
- **Method of Working:** The contract will be on a 'call-off' basis whereby, for an agreed day rate, the consultant will take instructions from project staff and undertake work as and when it arises. Therefore, as such there is no guaranteed level of work.
- The detailed arrangements and way of working for each task will be agreed between Natural England's relevant lead officer and the consultant before any work gets under way.
- We often need to call for work at short notice and consultants will need to work to tight timescales and strict deadlines. Contractors will be required to provide a detailed estimate of the amount of time any individual task, outlined above will take and start work on a task with limited notice in certain cases. We need to retain flexibility in the type of tasks undertaken by the consultants.

1.6 Steering Arrangements

A timetable of meetings will be agreed with both Natural England and the consultants. This will include bi-weekly meetings with Natural England (via MS Teams) to discuss issues and particular points, and develop actions for the following weeks.

The Consultants will also be required to attend any further meetings held with the MAG and TAG. The timings of these will be as and when required.



1.7 Expertise and Skills Required:

The Consultant must provide an overall Project Manager, together with a named senior member of staff to act as lead consultant for each element of the work being tendered for. For the avoidance of doubt, we are aware that an individual team member may be capable of leading a number of tasks or providing more than one service.

To cover the range of work required, we are looking for a professional Contractor with multi-disciplinary skills and experience. The expertise and skills required to fulfil the specification encompass both landscape and stakeholder engagement expertise. database design and management, GIS and cartography skills will also be required. The Contractor's team may involve a combination of staff although we expect all staff to be professionally qualified.

In addition to the necessary technical skills, the following generic skills will be required for all elements of the work:

- excellent written skills;
- excellent inter-personal and presentational skills,
- the ability to meet tight deadlines whilst maintaining high quality outputs;
- a flexible approach to meet a varied and fluctuating work load and respond to organisational change;
- an awareness of the nature of Natural England's work;
- the ability to establish good working relationships with Natural England staff and local stakeholders;
- experience of working with public sector bodies.

High standards are expected overall, but particularly in the following respects:

- i. Landscape assessment
- ii. Stakeholder engagement and facilitation
- iii. Use of innovative approaches
- iv. The appropriate use of evidence is critical. The quality of evidence should be examined in every instance. In some cases it may be necessary to refer to evidence of lower quality, but this should always be made explicit. Professional opinion is necessarily a component of this work, but should always be identified as such.
- v. Evidence and sources of information should be referenced to an academic standard. Where conclusions are presented, the evidence which supports them must be cited.
- vi. Good use of English is essential. All work should be written in language that is easy to understand by a wide range of audiences while maintaining accuracy.

Factual information should be verified and consultants should have a high degree of confidence in any statements made or it should be explicitly stated where there is uncertainty.

1.8 Outputs

The following specific outputs will be required:

- 1 1st Consultation Analysis Report
- 2 Technical Assessments of East Hampshire proposed areas
- 3 Delivery of 2nd Consultation



- 4 2nd Consultation Analysis Report
- 5 Maps indicating proposed boundaries: to be at 1:25,000 scale for use on any Designation Order and 1:2,500 scale using MasterMap, for use as the formal designation boundary layer on MAGIC and by relevant local authorities. The 1:25,000 layer should be produced with the boundary snapped to the relevant boundary features named in the boundary justification.

All outputs must be in accordance with the 'Specification' as set out above and with Natural England's Guidance.

All reports and maps submitted under this contract are to be emailed to the named Contract Manager as draft documents for review and approval. Natural England may also ask for certain reports in PDF format. All reports must have page numbers, paragraph numbers and a date. Failure to include these will render any report unsatisfactory. Any spreadsheet data supplied should be MS Excel compatible. Any graphs, figures or maps should be provided both in digital format such as pinpoint, or an ASCII or similar, and as full colour hard copy at an agreed scale and size. Any GIS output should be in MapInfo or ESRI format or preferably both.

1.9 Relationship Management

The following paragraphs define how the relationship between Natural England and the Contractor will be structured and managed during the term of the Agreement.

The Contractor's Project Manager responsibilities shall include but not be limited to:

- Liaison with Natural England Contract Manager on all aspects of the Service;
- Monitoring the delivery of the Services to the Service Levels and reporting any Service Failure to Natural England;
- Attending a review meeting(s) with Natural England as agreed which will include the review of service performance and progress, and other liaison meetings as required;
- Planning and implementing remedial actions when necessary.

The Contractor will advise and agree with Natural England in writing of any change to the Project Team.

The Contractor shall liaise with Natural England on any changes to be made to the Service whilst undertaking authorised Service enhancements.

Amendments to the provisions of the Agreement must be approved by Natural England in accordance with the Change Control Procedure defined in a schedule of the contract.

The Contractor shall provide:

- a). All necessary hardware and software to meet the needs of the project;
- b). all testing to ensure the services meet Natural England's requirements;
- c). accommodation, office equipment as required



2.0 Sustainability

The successful contractor is expected to pursue sustainability in their operations, thereby ensuring Natural England is not contracting with a supplier whose operational outputs run contrary to Natural England's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project. The successful contractor is likely to be able to provide a copy of their environmental policy and any environmental accreditation schemes such as ISO 14001 or EMAS which they have been awarded or are working towards.

- a. Operational Sustainability - Explain to Natural England what your organisation is doing to incorporate sustainability within its operations. This may include any details you are able to provide in relation to steps you may be taking to reduce your carbon footprint.
- b. Environmental Management - Detail what you will do to assess the environmental impact of completing this project and provide mitigations. Examples may include operational measures to reduce emissions and noise impacts, efficient energy use, efficient use of raw materials and minimisation of waste where possible.
- c. Biosecurity - Plant and animal diseases, pests and invasive non- native species (INNS) can be spread between and within sites by visitors. Contractors must take adequate biosecurity precautions to ensure that the risk of spreading disease, pests and INNS is minimised i.e. vehicles, equipment and clothes (particularly boots) must be clean before entering a site, and cleaned again before leaving. Vehicles, equipment and clothes must be free of loose mud and plant debris and, as far as possible, free of water

These basic precautions should be carried out as a matter of routine, but some sites may require additional biosecurity measures (for example disinfection where there is a danger of transferring crayfish plague between waters). The contractor must demonstrate an understanding of biosecurity risks in general, and of the good practice measures that will minimise risks from any specific threats they are informed of.

Please therefore provide details of your policies/procedures with regard these matters.

- d. Transport – Please explain how your organisation goes about minimising the environmental impact of transport in delivery, particularly emphasising any aspects that could be relevant to the delivery of this contract. This could include the transport distances of materials, promoting green travel plans to site for employees, car sharing, use of minibuses, use of cleaner fuels for transport etc.

2.1 Travel and Subsistence

(Rates should include travel and subsistence; this information is for guidance).

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

Rail Travel

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



Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*		
Public transport rate		
Private motor cycles		
Passenger supplement		
Equipment supplement**		
Bicycle		

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

** Under HMRC rules this expense is taxable.

Accommodation rates

Location	Rate
London (Bed and Breakfast)	
UK Other (Bed and Breakfast)	

2.2 Performance Management Framework (including Key Performance Indicators (KPIs))

Key milestones	Date



Department
for Environment
Food & Rural Affairs

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



Annex 3 – Charges

Defined terms within this Annex:

E-Invoicing: Means invoices created on or submitted to the Authority via the electronic marketplace service.

Electronic Invoice: Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3; and

1.1.2 cannot be increased except as specifically permitted by this Annex.

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

2.

2.1 The Charges will be fixed for the first year following the Start Date (the date of expiry of such period is a "**Review Date**"). After this it is agreed that the rates can only be adjusted on the yearly anniversary (the date of each such anniversary is also a "Review Date") and shall be no more than a 3% increase.

2.2 All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.

2.3 The Supplier shall give the Authority at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

2.4 Any notice requesting an increase shall include:

2.4.1 a list of the Charges to be reviewed;

2.4.2 for each of the Charges under review, written evidence of the justification for the requested increase.



3. Rates and Prices

beyond the
ending FY

4. Currency

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

5. Variations

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

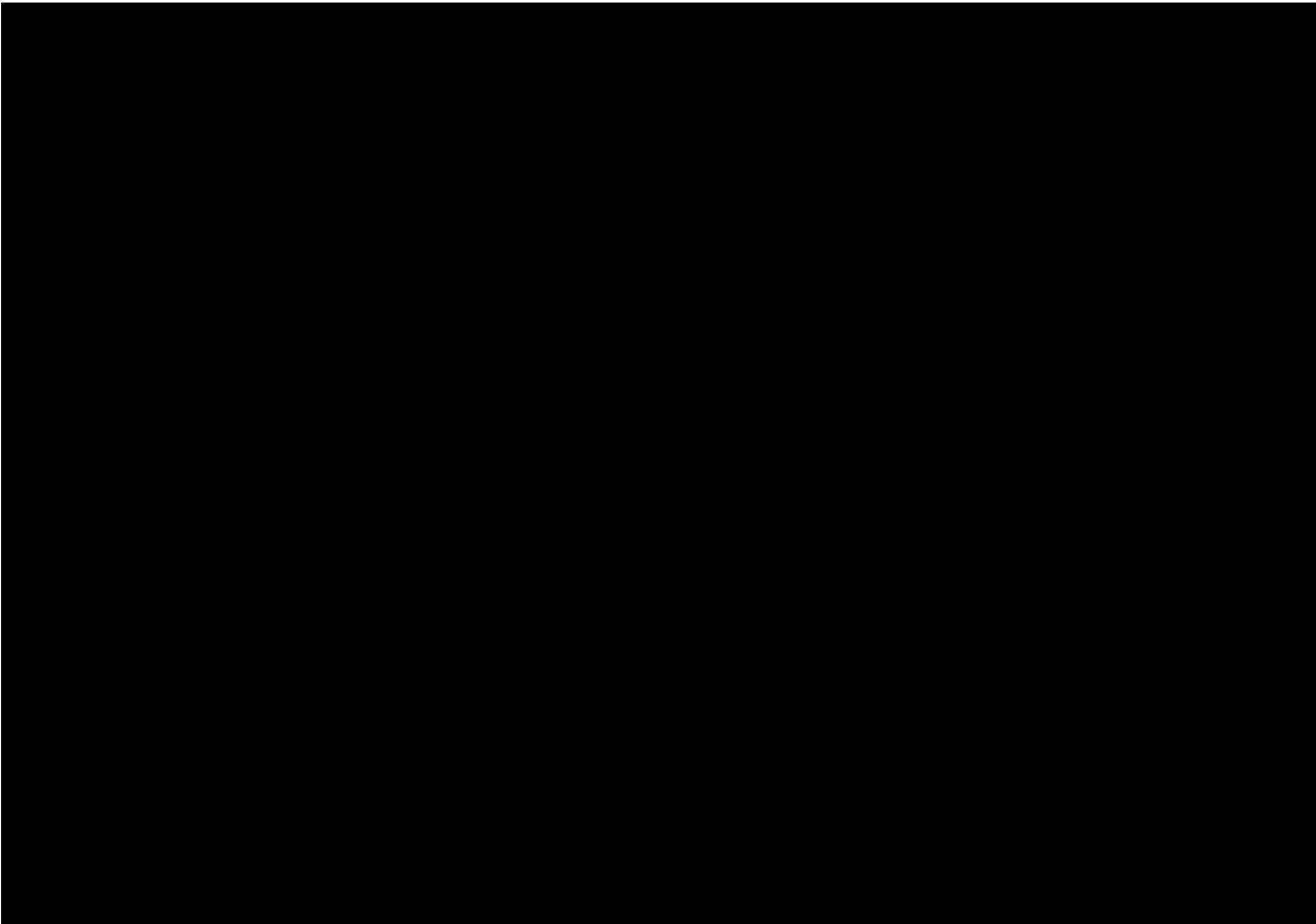
6. Electronic Invoicing

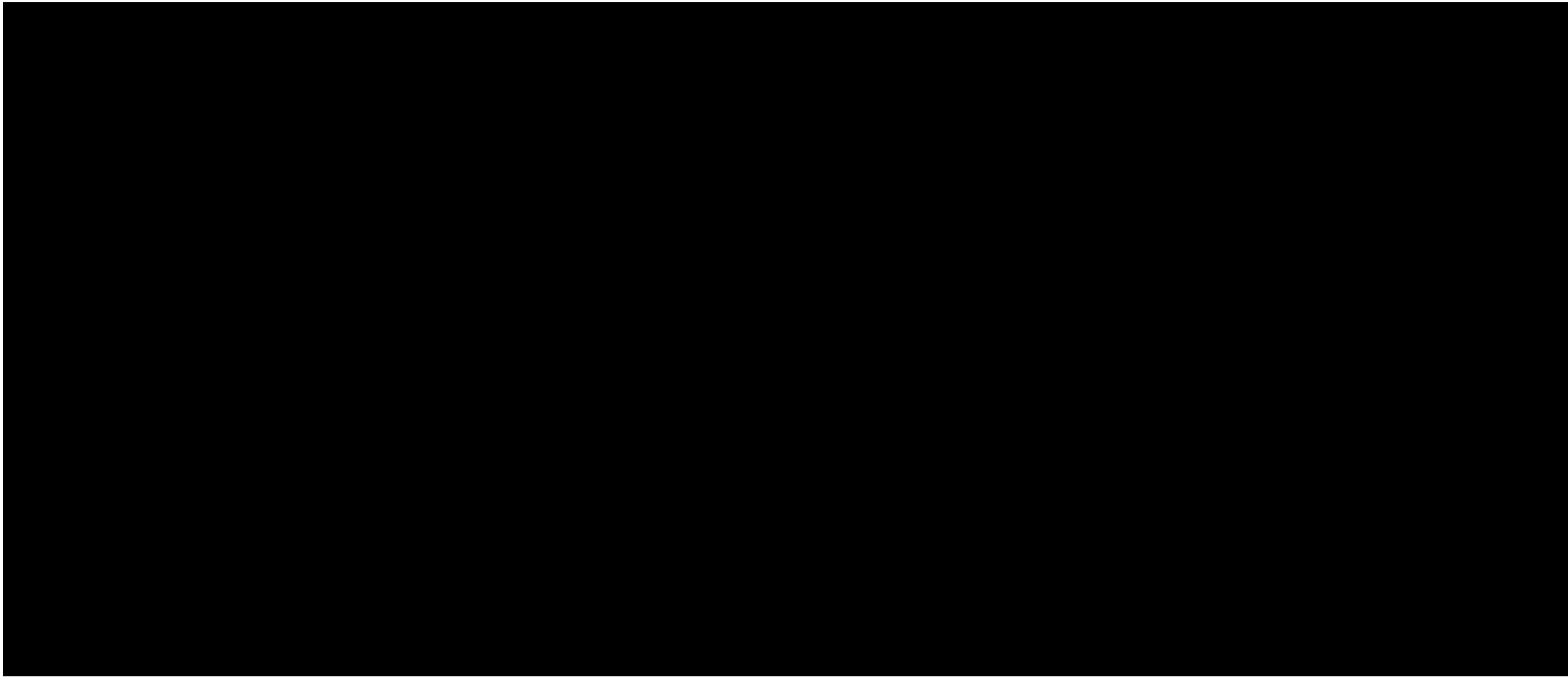
- 6.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:
- 6.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - 6.2.1 the date of the invoice;

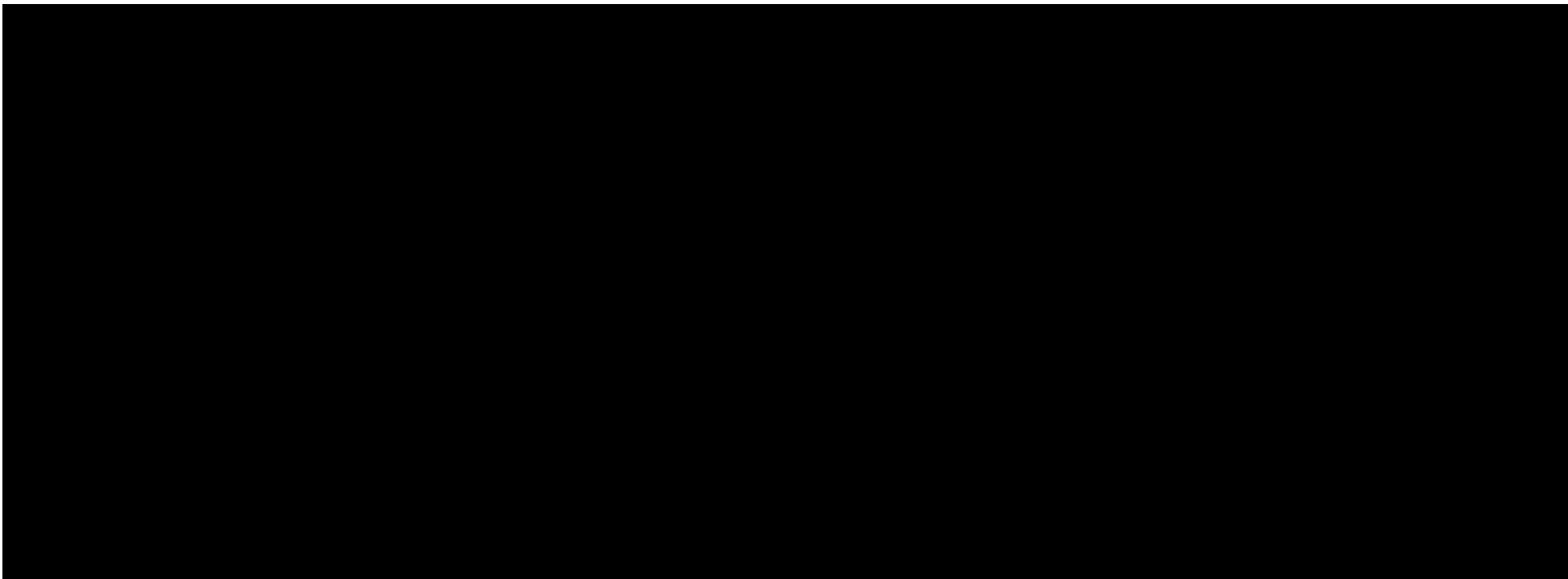


- 6.2.2 a unique invoice number;
 - 6.2.3 the period to which the relevant Charge(s) relate;
 - 6.2.4 the correct reference for the Contract
 - 6.2.5 a valid Purchase Order Number;
 - 6.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
 - 6.2.7 a description of the Deliverables;
 - 6.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - 6.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
 - 6.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - 6.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
 - 6.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 6.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: [REDACTED]; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 6.4 Invoices submitted electronically will not be processed if:
- 6.4.1 The electronic submission exceeds 4mb in size
 - 6.4.2 Is not submitted in a PDF formatted document
 - 6.4.3 Multiple invoices are submitted in one PDF formatted document
 - 6.4.4 The formatted PDF is "Password Protected"

NE Surrey Hills Extension Project - Consultancy Contract Budget 2024-2027









Annex 5 – Sustainability

1 Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1(c) and 13.2.
- 1.2 The Authority requires its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.

2 Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
 - 2.2.1 pay staff fair wages and
 - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

3 Equality, Diversity and Inclusion (EDI)

- 3.1 The Supplier will support the Authority to achieve its [Public Sector Equality Duty](#) by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff, and its subcontractors in the delivery of its obligations under this Contract:



- 3.1.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
- 3.1.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
- 3.1.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
- 3.1.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
- 3.1.5 foster good relations between people who share a protected characteristic and people who do not share it;
- 3.1.6 identifies and removes EDI barriers which are relevant and proportionate to the requirement; and
- 3.1.6 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract.

4 Environment

- 4.1 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally responsible and in compliance with paragraph 1.3 of this Annex;
- 4.2 In performing its obligations under the Contract, the Supplier shall to the reasonable satisfaction of the Authority ensure the reduction of whole life cycle sustainability impacts including;
 - 4.2.1 resilience to climate change;
 - 4.2.2 eliminating and/or reducing embodied carbon;
 - 4.2.3 minimising resource consumption and ensuring resources are used efficiently;
 - 4.2.4 avoidance and reduction of waste following the waste management hierarchy as set out in Law and working towards a circular economy;



- 4.2.5 reduction of single use consumable items (including packaging), and avoidance of single use plastic in line with Government commitments;
- 4.2.6 environmental protection (including pollution prevention, biosecurity and reducing or eliminating hazardous substances; and
- 4.2.7 compliance with [Government Buying Standards](#) applicable to Deliverables and using reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#).

5 Social Value

- 5.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to communities through the delivery of the Contract.
- 5.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
 - 5.2.1 new businesses and entrepreneurs;
 - 5.2.2 small and medium enterprises (SMEs);
 - 5.2.3 voluntary, community and social enterprise (VCSE) organisations;
 - 5.2.4 mutuals; andother underrepresented business groups.

Defra group Security: Security Policy

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



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2 Change control

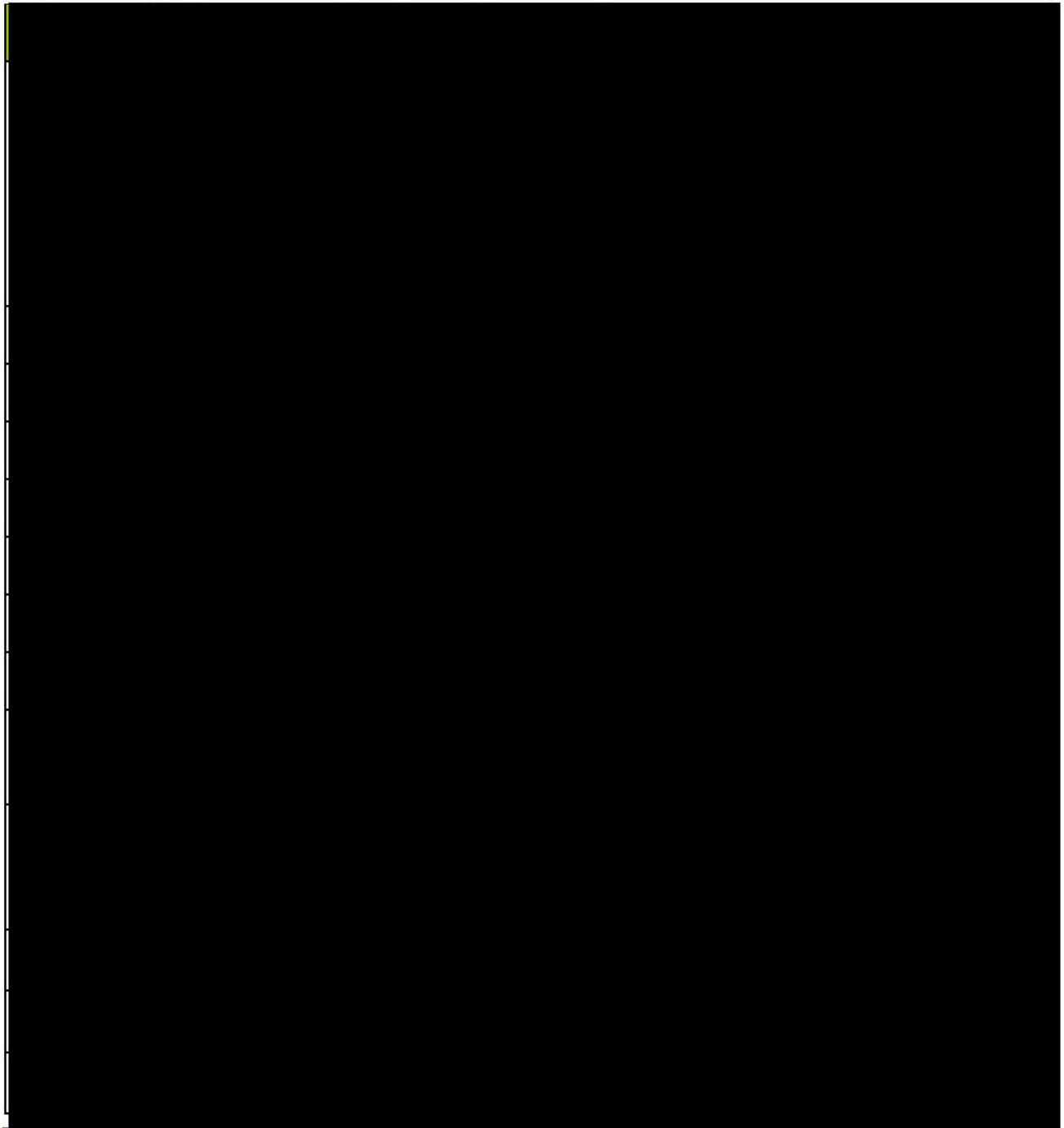


Table 1 – Document change control record

2.1 Document Control Statement

The following outlines the access, handling, communication and disposal guidelines that apply to this document.



2.1.1 Access Guidelines

There are no restrictions on internal Defra Group employee access to this document, or to contractors/consultants, third parties and any other agency or body with access to Defra Group assets or data handling facilities.

2.1.2 Handling and Disposal Guidelines

To be handled and disposed of in accordance with the Government Security Classification procedures for OFFICIAL information.



2.1.3 Communications Guidelines

All Defra Group security policies must be communicated within the organisations and be available to interested parties, as appropriate. Care should be taken not to disclose sensitive information and must be produced in protected PDF format.

3 Definitions

- “Defra Group” includes the core Department and Delivery Partners;
- “Defra Departmental Security Officer” refers to the senior security officer, who is responsible for overall Defra-wide.

4 Overview

- 4.1 Defra Group has a number of business assets, including buildings, physical items, ICT services and systems, information and personnel, all of which have a high value to the Department and therefore need to be suitably protected.
- 4.2 This policy has been developed to ensure an adequate level of protection for these business assets from a wide range of threats and events which may jeopardise Defra Group activities. Defra Group employs a risk management approach to the implementation of physical, procedural, technical and personnel security controls across the Department. This ensures that all risks pertinent to Defra Group’s business assets are identified, prioritised and managed in an effective and consistent manner, thereby maintaining their confidentiality, integrity and availability, as appropriate.

5 Purpose

- 5.1 This document forms the Security Policy for Defra Group and is a statement of the Department’s commitment to establish and maintain the security and confidentiality of information, information systems, applications, network and physical assets and buildings owned or held by Defra Group by:
 - 5.1.1 Achieving a secure and confidential working environment;
 - 5.1.2 Ensuring the availability of systems and information to authorised individuals;
 - 5.1.3 Ensuring compliance with legal, regulatory and contractual requirements;
 - 5.1.4 creating and maintaining within Defra Group a level of awareness of the need for Information, Physical and Personnel Security as an integral part of the day to day business, by ensuring that Defra Group employees are aware of and fully comply with applicable legislation as described in this and the relevant security policies maintained by the Defra Group;
 - 5.1.5 Maintaining the reputation and operation of Defra Group in the eyes of the Department’s customers, end-users and stakeholders;



5.1.6 ensuring there is a consistent level of security for Defra Group information assets to ensure the confidentiality, integrity and availability is maintained, whilst minimizing the risk of compromise from unauthorised disclosure and access, thereby ensuring data quality is preserved;

5.1.7 Ensuring breaches of information security and suspected weaknesses are reported and investigated;

5.1.8 Ensuring Business Continuity and Disaster Recovery plans are established, maintained and tested.

This policy applies to all information held in both physical and electronic form.

5.2 Legal requirements

Some aspects of information security are governed by legislation, the most notable UK acts are;

- The General Data Protection Act (2018)
- Computer Misuse Act (1990)
- Regulation of Investigatory Power Act (2000)
- Freedom of Information Act (2000)

6 Scope

6.1 The scope of this policy applies to:

6.1.3 All Defra Group staff, contractors, temporary staff and external third party suppliers who require logical or physical access to Defra Group information systems or premises;

6.1.4 To all colleagues, contractors/consultants, contractual third parties and any other agency or body with access to Defra Group information, information assets, IT equipment or data handling facilities.

7 Applicability

7.1 This Defra Group Security Policy applies to:

7.1.1 All Defra Group employees, including Civil Servants, Defra Group system users, casuals, consultants and contractors and visitors who have access to Defra Group business assets, who are responsible for reading and implementing the measures described within this policy and affording the appropriate level of protection to Defra Group's business assets;

7.1.2 All systems, products, services and processes owned or commissioned by Defra Group or acquired from an external supplier, including Cloud Based Infrastructure managed by Defra Group employees, security issues must be considered throughout their life-cycle, from inception through to de-commissioning;

7.1.3 All Defra Group locations from which Defra Group systems are accessed (including home use or other remote use). Where there are links to enable non-Defra Groups (to have access to Defra Group information) Defra Group must confirm the security



policies they operate to meet the Defra Group security requirements set out in this policy and the risks are understood and mitigated.

8 Policy Statements

Physical and Environmental Security

Physical and Environmental security measures must be implemented to prevent unauthorised physical access, damage and interference to the Defra Group buildings.

8.1 It is the policy of Defra Group to ensure that:

8.1.1 Physical and Environmental controls are enforced at all locations where Defra Group information, physical or personnel assets or systems maintain a presence, in order to prevent the unauthorised access, modification, loss or destruction of business assets;

8.1.2 A layered approach to physical security is taken, combined with an approach to ensure that all measures are commensurate with the asset(s) being protected;

8.1.3 The physical measures enforced will prevent, deter, delay and/or detect, attempted or actual unauthorised access, acts of damage and/or violence being conducted towards Defra Group business assets;

8.1.4 Access to Defra Group premises, information data and information systems will be limited to authorised personnel only. Authorisation will be demonstrated through the use of authorisation credentials by common access control pass / security pass that have been issued by Defra Group;

8.1.4.1 Passes must be visibly displayed at all times, whilst on Defra Group premises to demonstrate authorisation, and removed when leaving Defra Group premises;

8.1.4.2 Passes are official documents. The unauthorised possession, use, retention, alteration, destruction or transfer to another person is an offence. The loss of this pass must be reported to the issuing authority immediately.

8.1.5 In the event that visitors need access to the Defra Group premises, information data or information systems, those visitors must have prior authorisation, must be positively identified, and must have their authorisation verified before physical access is granted. Once access has been granted, visitors must be escorted and their activities monitored at all times;

8.1.6 Physical assets must be sited and protected to reduce the risks from environmental threats and hazards, and opportunities for unauthorised access;

8.1.7 Equipment used to handle, store, transmit and process Defra Group data must be correctly maintained and protected from power failures and other disruption caused by failures in supporting utilities, to ensure its continued availability;



- 8.1.8 Physical access control measures are implemented and tested to ensure they are fit for purpose and offer the required protection;
- 8.1.9 Critical, sensitive or security classified business assets will be located in a secure area within a defined security perimeter protected by appropriate level of physical controls, determined by associated risks;
- 8.1.10 all networked file servers/central network equipment will be located in secure areas with restricted access, confined to designated employees whose job function requires access to that particular area/equipment.

Asset and Software Registers

8.2 Equipment Inventory

- 7.2.1 Defra Group assets associated with information and information processing facilities must be identified and an inventory of these assets must be maintained.

8.3 ICT Security

It is the policy of Defra Group to ensure that:

- 8.3.1 All Defra Group systems are subject to a risk assessment, and must be performed when the system processes or holds personal data, the risk management approach will be appropriate and decided by Defra Group Security.

All Defra Group systems and infrastructure will be considered for scope within IT Security Health Checks at least annually, or as required on any major system change, to ensure that the technical implementation of the system is secure and compliant with Defra Group policies;

- 8.3.2 The technical measures applied to Defra Group systems are to be consistent with the requirements outlined in each system risk assessment. As a minimum, the following measures will be applied:

- 8.3.2.1 All Defra Group systems will employ identification and authentication controls to enable the management of user accounts, manage the need-to-know requirement and manage the risk of unauthorised access;

- 8.3.2.2 All Defra Group ICT equipment, including laptops, desktop PCs, servers, Mobile Devices and Defra Group hardware (e.g. Defra Group appliances, firewalls, routers, hubs and switches) that processes Defra Group information and systems will be locked down in accordance with accepted best practice to restrict services and ensure the need-to-know requirement is implemented. The term “locked down” refers to the secure configuration of the device/system in order to minimise risks from misuse, which may compromise the integrity, confidentiality and availability of the information being processed by or stored on the device;

- 8.3.2.3 Measures must be in place to ensure that the latest vulnerabilities and threats that have the potential to affect Defra Group systems and its infrastructure can be identified, assessed and acted upon accordingly;



- 8.3.2.4 All Defra Group systems and tools provided will be appropriately patched and kept up to date to fix known issues or security weaknesses throughout the lifetime of the product to reduce the risk from known vulnerabilities;
 - 8.3.2.5 Defra Group systems and all associated infrastructure will have a protective monitoring policy applied that is in line with HMG policy, and as a minimum, ensures that any breach of the confidentiality, integrity and availability of that system and its information assets can be reliably and quickly detected and that the integrity of the audit trail is ensured;
 - 8.3.2.6 There will be effective configuration management through a formal change control and asset management process, where all changes to ICT systems/applications will be subjected to a security impact assessment;
 - 8.3.2.7 Measures must be in place to protect Defra Group's business assets from modification, damage or loss due to malicious software, including viruses, spyware and phishing;
 - 8.3.2.8 Measures must be in place to ensure that Defra Group communications facilities (including the use of Email, Internet and Intranet) are used in an efficient, effective, ethical and lawful manner and in accordance to the PSN CoCo requirements.
- 8.3.3 All Defra Group systems will employ boundary security devices, where appropriate, to ensure protection from untrusted Organisations.
- 8.3.4 The use of removable media is not permitted except when the conditions below are met:
- Seek permission where necessary from the relevant IAO, especially if it concerns personal data, sensitive information;
 - minimise their use;
 - only use them where there is a good business reason;
 - always use the most appropriate and secure type of removable media;
 - Apply encryption for sensitive information or personal data if it must be saved to removable media.
- 8.3.5 Where a removable device/medium is used, it must be owned or issued on behalf of the Department and only used for Departmental business purposes. Media containing information must be protected against unauthorised access, misuse or corruption where possible.
- 8.3.6 Use of personally owned devices/media to hold or carry Defra Group information or connect to Defra Group systems is not permitted under any circumstances.
- 8.3.7 Defra Group-approved removable media devices should not be connected to non-Defra Group systems or personally owned devices unless explicit prior authorisation has been given. This includes Defra provided BlackBerrys and smartphones.
- 8.3.8 Where removable media is received from outside the Department the recipient must be expecting it, must have adequate assurances that it has been scanned for malicious content, and it must be for business, not personal use.



- 8.3.9 Users must not use Defra Group provided/approved devices to download data or information that contravenes the Acceptable Use Policy.
- 8.3.10 Users are formally made aware that it is a breach of security to download files which disable the network or which have the purpose of compromising the integrity and security of Defra Group file servers or to intentionally introduce files which cause system disruption could be prosecutable under the Misuse of Computer Act 1990.
- 8.3.11 Defra Group systems must have a formal registration and de-registration process in place to control access. Periodic review of user access rights must be undertaken, including those with privileged access rights.

Defra Group employees, contractors and temporary staff working for the Department and its delivery partners must only access systems for which they are authorized.

Information Assurance

8.4 It is the policy of Defra Group to ensure that:

- 8.4.1 There is a consistent level of security for all Defra Group information assets, thereby minimising the risk of compromising their confidentiality, integrity and availability. In particular:
 - 8.4.1.2 The confidentiality of information and other business assets is maintained, by protecting Defra Group's information assets from unauthorised disclosure and unauthorised access;
 - 8.4.1.3 The integrity of information and data quality is preserved, by ensuring that it is accurate, up to date and complete;
 - 8.4.1.4 The availability of information assets, systems and services to authorised users is maintained.
- 8.4.2 All employees, contractors and temporary staff working for the Department and its delivery partners must be made aware of their duty to safeguard the Confidentiality, Integrity and Availability of the information that they store, handle or process.
- 8.4.3 All security related risks to Defra Group information assets will be managed in accordance with Defra Group's Information Risk Policy.
- 8.4.4 A whole-life, systematic and layered approach of technical, procedural, personnel and physical security measures is implemented to ensure the protection of end-user information (in particular personal and sensitive personal information as defined by the UK Data Protection Act 2018) and Defra Group information assets from unauthorised access or disclosure. All Defra Group business assets must be protected in line with the Government Security Classifications scheme.
- 8.4.5 All media devices holding personal data and/or sensitive material must be encrypted.
- 8.4.6 All information assets and business assets used to store personal data and/or sensitive material, must be securely disposed of in accordance with HMG IA Standard No.5 when no longer required.



- 8.4.7 All information assets and business assets used to store personal and/or sensitive data must not be left unattended and will be appropriately secured when not in use in line with the Defra Group Clear Desk and Clear Screen Policy.
- 8.4.8 Access to information assets that are subject to the 'need-to-know' principle will be restricted to authorised personnel who have the need to know that information to fulfil their role.
- 8.4.9 Incident Management procedures must be established to ensure that all breaches or suspected breaches of ICT, Information Security, physical assets and information loss are reported (if necessary, anonymously), recorded, investigated and mitigated quickly and effectively. Incident Management procedures must outline reporting requirements in the event the incident impacts Data Protection Act, PSN etc. A cultural change programme must be undertaken to raise awareness amongst all Defra Group, contractors and third party staff of the relevant security policies and procedures adopted by Defra Group.
- 8.4.10 Information security education and training must take place periodically. Initial education and training applies to those who transfer to new positions or roles with substantially different information security requirements, not just to new starters and should take place before the role becomes active.
- 8.4.11 A data retention policy is established and enforced (with exception to RPA) to ensure compliance to statute and the UK Data Protection Act 2018.
- 8.4.12 All contractual, regulatory and legislative requirements are met, to ensure that Defra Group and its Delivery Partners retain their organisational status, as appropriate e.g. Paying Agency accreditation status.
- 8.4.13 All risks associated with the sharing of Defra Group information assets are reviewed, managed and authorised by the relevant Information Asset Owner, thereby ensuring that information is only used within the law for public good.

Business Continuity

8.5 It is the policy of Defra Group to ensure that:

- 8.5.1 Business Continuity plans (BCP) and Disaster Recovery (DR) plans are produced, maintained and exercised for Defra Group's business assets, to minimise damage and ensure that Defra Group's business operation can be effectively recovered/restored in the event of a major failure or disaster;
- 8.5.2 Employees are aware of the existence of the plans and their specific responsibilities in the event of a disaster and BCP or DR plans being invoked;
- 8.5.3 BCP and DR plans are formally reviewed as required and as a minimum on an annual basis, by the relevant business area to ensure they are up-to-date and fit for purpose.

The complete Business Continuity Policy can be located [here](#).



Personnel Security

8.6 It is the policy of Defra Group to ensure that:

- 8.6.1 Personnel controls are applied to all Defra Group employees, contractors and visitors;
- 8.6.2 The identities of all employees, contractors and temporary staff working for the Department are assured, in terms of their trustworthiness, integrity and reliability;
- 8.6.3 The level of clearance required for each employee and/or contractor with access to Defra Group business assets is determined on a case by case basis according to the role being fulfilled. As a minimum, all personnel must be subject to the Baseline Personnel Security Standard (BPSS) before the commencement of employment. Full implementation of BPSS, including a 100% application of 'unspent' criminal record check, is explicitly mandated as part of the security policy framework;
- 8.6.4 Defra Group/Delivery Partners shall ensure all new employees are made aware of their security responsibilities as part of their induction;
- 8.6.5 Defra Group/Delivery Partners shall ensure that staff are made aware of their responsibility to report any behaviours of security concern relating to colleagues or visitors.

Third Party Service Providers

8.7 It is the policy of Defra Group to ensure that:

- 8.7.1 All Service Providers are responsible for complying with Defra Group's Security Policy, and all associated security policies and procedures.
- 8.7.2 All Service Providers are responsible for ensuring that all Service Provider employees or contractors, who require access to Defra Group's business assets, are subject to the Baseline Personnel Security Standard as a minimum, before access is granted.
- 8.7.3 No access will be granted to any of Defra Group networks without formal authority.
- 8.7.4 Documentary evidence is obtained from all Service Providers on a yearly basis, to demonstrate compliance with established and agreed Defra Group's policies and procedures.
- 8.7.5 Defra Group will regularly monitor, review and audit Service Providers to gain assurance of compliancy to regulatory and legal requirements, including adherence to Defra Group policies and procedures.



9 Compliance, Governance and Monitoring

- 9.1 Compliance will be governed by the following Policy and standards:
- 9.1.1 HMG Security Policy Framework
 - 9.1.2 ISO/IEC 27001:2013
- 9.2 In order to ensure compliance with these policies, Defra Group reserves the right to:
- 9.2.1 Monitor the use of Defra Group systems, respond to concerns regarding alleged or actual violations of this policy; and, if necessary, take appropriate action;
 - 9.2.2 Monitor and record access to Defra Group sites and premises using monitoring and access control systems;
 - 9.2.3 Monitor Defra Group's electronic communication systems and to enforce policies relating to the use of electronic information and those communication systems;
 - 9.2.4 Access an individual's account, with the exception of the designated locations used to store personal information, via the electronic systems, including when that individual is not available;
 - 9.2.5 Conduct compliance visits and audits against Defra Group policies and procedures to ensure they are being conformed too;
 - 9.2.6 Consideration of ITHC when new systems are developed, upgraded or when significant changes occur;
 - 9.2.7 Co-operate fully with any police enquiry or other lawful enquiry into alleged illegality arising as a result of prohibited use, recognising that this may assist in the criminal prosecution of any Defra Group employee(s) involved.
- 9.3 Non-compliance with this policy or other Defra Group security policies, unless by prior arrangement with Defra Group SSA, will be reported to the relevant delivery partners Security Risk Owner. Where the minimum requirements of the Security Policy Framework are not met in full, or are adapted, Defra Group will inform the Cabinet Office in writing.
- 9.4 All employees are responsible for information security and therefore must understand and comply with this policy and the supporting policies available. It is the duty of each employee who uses or has access to information to be aware of, and abide by, the policies and arrangements concerning the secure use and protection of Defra Group Assets.

It is the responsibility of each Line Manager to ensure that all employees who they are responsible for are trained and supported in information security requirements. It is the responsibility of DEFRA Group to provide employees with the necessary guidance, awareness and, where appropriate, training in relation to all applications, systems and Organisations they have access to; and employees will adhere to and abide by the rules controlling applications, systems and Organisations.

All personnel or suppliers providing a service for Defra and the Defra Group have a duty to:

- Safeguard hardware, software and information in their care;



- Prevent the introduction of malicious software on the Defra Group's information systems;
- Report any suspected or actual breaches in security.

All managers are directly responsible for implementing the policy and ensuring employees compliance within their respective departments.

Failure to observe or comply with the standards set out in this policy may be regarded as gross misconduct and any breach may render an employee liable to disciplinary action under the Defra Group or Local Delivery Partners disciplinary procedures, which may result in dismissal.

Third party contractors/consultants and any other agency or body accessing Defra Group assets or data handling facilities must have disciplinary procedures in place to cover breaches to the Defra Group's Security Policies by their employees.

10 Exceptions

Compliance to the principles within this policy is mandatory for all staff, contractors and third party suppliers and they are set to protect both the information assets we have and the systems that hold them. Occasionally there may be situations where exceptions to this policy are required, as full adherence may not be practical, could delay business critical initiatives or increase costs. These will need to be risk assessed on a case by case basis. Where there are justifiable reasons why a particular Policy requirement cannot be implemented, a policy exception may be requested to the local security representative. Exceptions may be granted to an individual, a team/group or a service area or Directorate and may be for a temporary period or on a permanent basis, but subject to review.

11 Supporting Documentation

All other Defra Group Security Policies support this overarching document.

- Security Policy Framework.
- Government Security Classification scheme
- ISO/IEC27001:2013
- CESG Good Practice Guides (GPG)
- HMG Information Assurance documentation





Short Form Terms

1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Authority"	means the authority identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">• Government Department;• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);• Non-Ministerial Department; or• Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is agreed by the Parties to be confidential;



"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;



"Documentation"	descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;



"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;



"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;
"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4);



"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and



- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word 'including', "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

3. How the Contract works

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4. What needs to be delivered

4.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

4.2 Goods clauses – NOT APPLICABLE

- (a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.
- (b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.
- (c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
- (d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.
- (e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.
- (f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.
- (g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.
- (h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.
- (i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.
- (j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.



(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

4.3 Services clauses

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair



wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

5.6 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), that sum may be deducted unilaterally by the Authority from any sum then due, or which may become due, to the Supplier under the Contract or under any other agreement or contract with the Authority. The Supplier



shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

6. The Authority's obligations to the Supplier

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.



7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

(i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand

(ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the th
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.



8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;
- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.



9.3 The Supplier indemnifies the Authority against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

10. Intellectual Property Rights (IPRs)

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;



(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

11. Ending the contract

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

Ending the Contract without a reason

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

When the Authority can end the Contract

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there is a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;

(iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;

(v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;

(vii) where a right to terminate described in clause 27 occurs;



(viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and

(ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

11.5 What happens if the Contract ends

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

(a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;

(b) the Authority's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):



(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

11.7 Partially ending and suspending the Contract

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £1,000,000 (one million pounds) whichever is higher unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;



(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

- (a) comply with all applicable Law;
- (b) comply with the Sustainability Requirements
- (c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.



14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

- (a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

- (b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).



15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

- (a) a systematic description of the expected processing and its purpose;
- (b) the necessity and proportionality of the processing operations;
- (c) the risks to the rights and freedoms of Data Subjects;
- (d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Supplier's duties under this clause 15;
- (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
- (c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

- (a) it has obtained prior written consent of the Authority;
- (b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);

(c) the Data Subject has enforceable rights and effective legal remedies when transferred;

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;



(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Authority in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Authority;

(c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;

(d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.



15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;
- (e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;



- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

17. When you can share information

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.



17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

18. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

19. No other terms apply

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

21. Circumstances beyond your control

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;



(b) clause 11.5(b) to 11.5(g) applies.

22. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

23. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

24. Transferring responsibilities

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

25. Changing the contract

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

26. How to communicate about the contract

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.



26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

28. Health, safety and wellbeing

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2. The Supplier agrees:

- (a) to insert the following wording into their whistleblowing policy and communicate to all staff:



"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is Defra group, please email Whistleblowing@Defra.gov.uk."

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;

(b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

(a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;

(c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;



(d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

33. Conflict of interest

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

34. Reporting a breach of the contract

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

35. Resolving disputes

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.



35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

36. Which law applies

36.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.