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Date: 1 October 2020
Contract Ref: ECM59154

Dear [REDACTED]

Framework Agreement – Soil & Slurry/Manure Analysis for the Catchment Sensitive Farming Project.

I am pleased to inform that your bid dated 7th September 2020 for the above framework was successful. I have attached for your acceptance the framework contract for an initial two-years with effect from 8th October 2020.

Can you please confirm acceptance of this amendment by pressing the 'Accept Proposal' button on Bravo.

Yours sincerely



[REDACTED]
Technical Services Team
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FRAMEWORK AGREEMENT

Framework Agreement for the purchase of:
Soil & Slurry/Manure Analysis for the Catchment Sensitive Farming Project.

FRAMEWORK AGREEMENT NUMBER:

To be quoted on all correspondence relating to the Order. ECM 59154

DATE:

01 October 2020

BETWEEN:

Natural England

4th Floor, Foss House, Kings Pool, 1-2
Peasholme Green, York, YO1 7PX

Cawood Scientific Ltd

Coopers Bridge, Braziers Lane, Winkfield
Row, Bracknell, Berkshire, RG42 6N3

Contact:

Job Title: Senior Adviser

Telephone No: 02080

E-mail Address:

@naturalengland.org.uk

Business Development Manager

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@nrm.uk.com

SERVICES TO BE PROVIDED AT:

See specification

INVOICE ADDRESS:

Shared Services Connected Limited
Natural England
PO Box 793
Newport Gwent
NP10 8FZ

E-mail address:

APinvoices-NEG-U@gov.sscl.com

PROJECT DESCRIPTION:

To deliver soil and slurry/manure nutrient analysis in order to provide farmers and the Catchment Sensitive Farming (CSF) project with data and information required for nutrient management planning and soil improvement.

CONTRACT PERIOD:

This Framework Agreement shall take effect on 8th October 2020 and, subject to the rights of termination contained herein, shall expire on the 7th October 2022 though with an additional extension option of 2 x 12 months.

ESTIMATED CONTRACT VALUE:

A maximum total spend of £100,000 (including VAT) over the four year period starting with effect from 8th October 2020.

DESCRIPTION OF GOODS AND/OR SERVICES:

The range of Goods and/or Services to be supplied under this Framework Agreement and the delivery schedule agreed between Natural England and the Contractor are as set out in Schedule 1.

Any variation or amendment to the Goods or Services shall not be made without prior agreement in writing and signed by both parties.

RATES AND CHARGES:

The prices to be paid to the Contractor for the supply to Natural England of specific items within the range of Goods and Services are those set out in Schedule 2 below.

Proposals to vary the prices on renewal or extension of this Framework Agreement must be made by the Contractor to Natural England in writing three months before the expiry date of this Framework Agreement.

TERMS:

Natural England shall pay the Contractor the sum of one pound (£1) in consideration of entering into this Framework Agreement.

Purpose of Framework Agreement

This Framework Agreement governs the overall relationship between Natural England and the Contractor with respect to the supply of specific items within an agreed range of goods or services at agreed prices.

Natural England is entitled (but not required) at any time during the duration of this Framework Agreement to order Goods or Services from the Contractor in accordance with the ordering procedures set out below, and the Contractor shall supply such Goods or Services in accordance with all applicable provisions of this Framework Agreement.

No Work Package Order will be legally binding on Natural England until both parties authorised signatories have duly signed such Work Package Order.

Scope of Framework Agreement

The specific items that may be ordered as Goods and Services by Natural England under this Framework Agreement are listed in Schedule 1 below. Natural England is not bound to purchase any or all of its requirements or any given value or volume of Goods or Services from the Contractor.

Method of ordering

Natural England shall be entitled at any time during the term of this Framework Agreement to order Goods and/or Services from the Contractor by issuing a Work Package Order for the supply of such Goods or Services.

The terms and conditions relating to a Work Package Order shall comprise all of the clauses and schedules of this Framework Agreement and the provisions of the Work Package Order, including any terms included in the Work Package Order pursuant to the clause below.

Where Natural England or the Contractor see the need for including an additional term in any Work Package Order, either party may at any time request such term by sending written notice thereof to the other party prior to the placing of a Work Package Order. The parties shall discuss any term requested by either party, but no term shall become part of the Work Package Order to which it relates unless agreed by both parties. In the event of any conflict or inconsistency between any term of a Work Package Order and any provisions of the clauses or schedules, the term in the Work Package Order shall prevail, but only in relation to the Goods or Services supplied under the relevant Work Package Order in which such terms are contained.

Termination

Natural England may terminate this Framework Agreement at any time by giving notice to the Contractor.

In the event of termination of this Framework Agreement or any or all of the Work Package Orders, Natural England shall, in respect of any non-discharged Work Package Orders, be entitled, without prejudice to Natural England's other rights and remedies, to:

- a) terminate the non-discharged Work Package Orders and to return any or all of the Goods relating to the non-discharged order (including those which have previously been accepted by Natural England), and the Contractor shall give to Natural England a full refund of all monies paid by Natural England to the Contractor in connection with such returned items; and/or
- b) obtain a refund of any charges paid by Natural England in respect of any Services which have not been performed by the Contractor in accordance with the terms of the non-discharged Work Package Order; and/or
- c) allow the Work Package Order to continue until the obligations under it are fulfilled.

Order Of Precedence

For the purposes of this Framework Agreement, Clause 2 of the General Terms will be deleted in its entirety and replaced with the following:

"In the event of and only to the extent of any conflict between this Framework Agreement, the Work Package Order, the General Terms or the Special Terms, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Special Terms;
- (b) the General Terms;
- (c) the Work Package Order;
- (d) this Framework Agreement; and
- (e) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 8 shall not take higher precedence than specified here"

Definitions

For the purposes of this Framework Agreement, the definition of Agreement in Schedule 1 of the General Terms shall be amended to read:

"**Agreement:** means the agreement between Natural England and the Contractor consisting of the Framework Agreement dated 1 Oct 2020, these General Terms, the Work Package Order, the Special Terms and any other documents (or parts thereof) specified by Natural England."

For the purposes of this Framework Agreement, a new definition shall be included in Schedule 1 of the General Terms to read:

"**Work Package Order:** means the Work Package Order form from Natural England to the Contractor setting out the particular requirements of an order under the Framework Agreement"

Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

Acceptance of the offer comprised in this Agreement must be made **within [7] days** from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("**Bravo**").

No other form of acknowledgement will be accepted.

Schedule 1

Goods and Services available

Specification for Soil and Slurry/Manure Nutrient Analysis for the Catchment Sensitive Farming Project

Background information

Natural England is the government's adviser on the natural environment. We provide practical advice, grounded in science, on how best to safeguard England's natural wealth for the benefit of everyone.

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.

This contract is to deliver soil and slurry/manure nutrient analysis in order to provide farmers and the Catchment Sensitive Farming (CSF) project with data and information required for nutrient management planning and soil improvement. This will enable Delivery Advisers (DA), contracted on behalf of CSF, and Natural England Catchment Sensitive Farming Officers (CSFO) to have the evidence to influence farmers of the benefits of soil testing and good nutrient management. These results will be an advice and training tool for CSF to inspire farmers to undertake voluntary action to help improve water and air quality, where agriculture has been identified as part of the issue. The analysis will enable farmers to use nutrients more efficiently, improve soil organic matter and soil health to reduce the risk of nutrient and soil run-off, as well as improve business efficiency.

The CSF project is delivered in partnership by Natural England and the Environment Agency, and is funded through Defra and the Rural Development Programme for England. The primary aim of the CSF project is to use voluntary, supportive means to reduce water pollution from agriculture in England to improve Water Framework Directive outcomes. CSF also pilots approaches to working with farmers for wider environmental benefits including air quality.

Natural England employ a number of CSFOs throughout the country and work with partner CSFOs but some work is also contracted out through Farming and Land Management Advice (FaLMA) to employ DAs to undertake work on behalf of CSF. These DAs work for a number of different organisations, a list of which is available on request.

Methodology

CSFOs or DAs will collect the soil and organic manure samples, as described within the Agriculture and Horticulture Development Board (AHDB) Nutrient Management Guide (RB209)*. These samples will be stored, packaged, compiled and sent to the contractor in an efficient method as agreed at the inception meeting. However, all prices provided will be inclusive of all packaging requirements and handling of postage, with specific and detailed information provided as to what postage requirements and costs are involved.

The exact methodology for dealing with samples, results and setting up the required systems and customer codes are to be agreed and set out simply and in the required detail at the inception meeting. The guidance for dealing with the soils framework will then be shared across the CSF project.

It should be noted that for slurry (manure) samples an AB117 registered courier must be used, in compliance with The Animal By-Products (Enforcement)(England) Regulations 2013. Animal &

Plant Health Agency has confirmed that slurry (manure) samples sent for analysis are regarded as a category two material under these regulations, consequently an AB117 registered courier must be used.

The laboratory will complete the suite of analyses required and email the results on a CSF template to the CSFO and DA, plus other named contacts, whose details will be provided as and when a new contract is set up through FaLMA. The winning contractor will maintain a record of all of the soil and manure samples analysed (in an appropriate database or spreadsheet) that will include details of each sample including:

- Farm Name
- Single Business Identifier (SBI), County/Parish/ Holding (CPH) number and Post Code
- County
- WFD water management catchment
- Field Rural Land Register (RLR)/ Ordnance Survey (OS) number (where appropriate)
- Soil sample indices and pH level or
- Manure/slurry analysis results

This database will be made available to Natural England (csf.pmo@naturalengland.org.uk) every month, with an annual compiled record provided by the 20th of March each year, with a final report on 2nd July 2022. If the contract is extended the final report will be produced on either 1st July 2023 or 1st July 2024, depending on whether the contract is extended by a total of 12 or 24 months.

Soil sample analysis requirement for items 1, 2 & 3

Soil samples must be taken according to AHDB Nutrient Management Guide (RB209) guidance and Professional Agricultural Analysis Group ([PAAG sampling guide](#)). The samples will be posted to the laboratory in a plastic bag and normally weigh 0.5 – 1kg (if you have your own sample bags and guidance that should be used, these should be provided to the sampler at no extra cost). The laboratory will dry, sub-sample and analyse. Analytical and soil preparation techniques should be consistent with those recommended by the Professional Agricultural Analysis Group ([PAAG](#)) laboratories and in line with guidance in the AHDB Nutrient Management Guide (RB209).

Item 1 - Basic/standard soil analysis with soil texture

The laboratory analysis will include:

- soil pH
- available phosphorus (P) using the Olsen method
- available potassium (K) using ammonium nitrate extract
- available magnesium (Mg) using ammonium nitrate extract
- soil texture

The P, K and Mg results should be quoted in milligrams/litre and also expressed as an index as described in AHDB Nutrient Management Guide (RB209)*.

Soil texture should be expressed using the description of soil texture in AHDB Nutrient Management Guide (RB209)*.

Item 2 - Basic/standard soil analysis with soil texture and soil organic matter analysis

The laboratory analysis will include:

- soil pH
- available phosphorus (P) using the Olsen method
- available potassium (K) using ammonium nitrate extract
- available magnesium (Mg) using ammonium nitrate extract
- soil texture
- soil organic matter analysis by loss of ignition

The P, K and Mg results should be quoted in milligrams/litre and also expressed as an index as described in AHDB Nutrient Management Guide (RB209)*.

Soil texture should be assessed and expressed using the description of soil texture in the AHDB Nutrient Management Guide (RB209)*.

Soil organic matter should be expressed as a percentage by loss of ignition.

Item 3 - Soil mineral nitrogen (SMN) analysis

The laboratory analysis will include:

- dry matter
- nitrate-N
- ammonium-N
- calculated available N

The SMN analysis will be carried out using the KCL extraction method and the results quoted as mg N /kg of soil on a dry matter basis. Each soil layer will be analysed separately and the results will be converted to kg N/ha of Mineral-N.

Organic Manure /Slurry sample analysis requirement for items 4 and 5

Manure/slurry samples must be taken according to AHDB Nutrient Management Guide (RB209)*. The samples will be posted either in a heavy gauge plastic bag for solid manures or a sealed plastic bottle for slurries and will weigh approximately 2kg. (If you have your own sample containers that you would like to be used, these should be provided to the sampler at no extra cost). The laboratory will dry, sub-sample and analyse. Analytical and preparation techniques should be consistent with those recommended by AHDB Nutrient Management Guide (RB209)*.

Item 4 – standard manure/slurry analysis

The laboratory analysis will include:

- total solids or dry matter %
- total nitrogen
- nitrate-N
- ammonia-N
- pH
- total phosphorus
- total potassium
- total magnesium
- total copper
- total zinc
- total sulphur
- total calcium

Item 5 – standard poultry manure analysis

The laboratory analysis will include:

- as above for item 4 *plus*
- uric acid nitrogen

The results for items 4 and 5 will be determined on a 100% dry matter (dry-weight) basis and quoted as g/kg or mg/kg with fresh matter equivalents (fresh-weight basis) for solid manures supplied as kg/t or for liquid manures kilograms per cubic metre (kg/m³). Phosphorus also to be expressed as P₂O₅, Potassium as K₂O and Magnesium as MgO.

Item 6a – Assessment of Soil Biological Activity/ Soil Health

This analysis will include all of the detail within item 2 plus a further assessment of the biological activity within the soil and thus its general health. Such analysis might include the assessment of respiration potential within the soil through the measuring and interpretation of a CO₂ burst or other such appropriate technologies.

Item 6b – Assessment of Soil Biological Activity/ Soil Health plus micronutrients

This analysis will include all of the detail within item 2 plus a further assessment of the biological activity within the soil and thus its general health. Such analysis might include the assessment of respiration potential within the soil through the measuring and interpretation of a CO₂ burst or other such appropriate technologies. In addition, the laboratory analysis will, where present, include

- EthyleneDiamineTetra-acetic Acid (EDTA) extractable copper – reported as mg/l dry basis
- hot water soluble boron – reported as mg/l dry basis
- EDTA extractable zinc – reported as mg/l dry basis

Item 7 – Assessment of Soil Organic Matter and Carbon dioxide (CO₂) Response

The laboratory analysis will, where present, include:

- soil organic matter by loss on ignition – reported as % w/w dry basis
- CO₂ burst – reported as mg/kg and index and ppm CO₂-C

Format and recipient of analysis results

The laboratory should e-mail the results, as soon as the analyses are complete, to the adviser whose email address will be shown on the submission form, a general CSF/NE/partner e-mail address and in some cases a NE contract manager. The results are to include the following information in an agreed template / certificate format and should preferably be in the order below to match industry standards (the format for the template / certificate will be agreed at the inception meeting). They must be in this format and presented consistently throughout the duration of the contract. They must be returned attached to an email as a word or excel file.

The format of the template / certificate will represent the results in a simple to understand format and support the interpretation of the results by a non-FACTS qualified adviser / farmer. Ideally, results should be presented in graphical / pictorial representation as well as the basic numbers. This will be produced for all items, 1 – 7.

The following information will be included:

For all samples:

1. The ID of the sample using an individual reference number
2. Identification of:
 - Farm (farm name, CPH, SBI)

- Soil samples:
 - Fields sampled (field names or part field if relevant, RLR identification)
- Organic manure samples:
 - Manure heap/store sampled or source of organic manure
 - Type of manure/slurry sampled

3. The date on which the sample was analysed

For Item 1

1. pH of the soil sample
2. Olsen P (mg/l)
3. P Index
4. K (mg/l)
5. K Index
6. Mg (mg/l)
7. Mg Index
8. Soil texture

For Item 2

1. pH of the soil sample
2. Olsen P (mg/l)
3. P Index
4. K (mg/l)
5. K Index
6. Mg (mg/l)
7. Mg Index
8. Soil texture
9. Soil organic matter (SOM % on a weight/weight dry matter basis)

For Item 3

1. Soil nitrate-N (mg/l)
2. Soil ammonium-N (mg/l)
3. Calculated available N (kg N/ha)

For Items 4 and 5

1. total solids (%) or dry matter (%)
2. total nitrogen (%w/w)
3. nitrate-N (mg/kg)
4. ammonia-N (mg/kg)
5. pH of sample
6. total phosphorus (%w/w)
7. total potassium (%w/w)
8. total magnesium (%w/w)
9. total copper (mg/kg)
10. total zinc (mg/kg)
11. total sulphur (%w/w)
12. total calcium (mg/kg)

13. uric acid nitrogen (**item 5 only**)

14. fresh-weight basis equivalents of all nutrients above including; kg/m³ or kg/t, and kg/m³ or units/ 1000 gallons (if appropriate)

For Item 6a

Include any and all results from item 2. Plus the basic results of the CO₂ response / assessment of biological activity. Also for this item there is an expectation that the results will be interpreted to provide an overall assessment of the condition of the soil as illustrated by the analysis results, with the detail of this interpretation to be agreed with Natural England, but must include some level of diagrammatic representation and simplified / graduated review.

For Item 6b

Include any and all results from item 2. Plus:

1. the basic results of the CO₂ response / assessment of biological activity.
2. total EDTA extractable copper – reported as mg/l dry basis
3. total hot water soluble boron – reported as mg/l dry basis
4. total EDTA extractable zinc – reported as mg/l dry basis

Also for this item there is an expectation that the results will be interpreted to provide an overall assessment of the condition of the soil as illustrated by the analysis results, with the detail of this interpretation to be agreed with Natural England, but must include some level of diagrammatic representation and simplified / graduated review.

For Item 7

1. Soil organic matter (SOM% w/w dry basis)
2. Basic results of the CO₂ response/ assessment of biological activity.

For all Items

The laboratory will retain the remainder of the sample for a minimum of 28 days pending queries / need for re-analysis in cases where results are not as expected (to be done free of charge if results differ significantly from first analysis). Any unwanted material will be disposed of by the Contractor according to licensed waste disposal requirements.

Response Time

When samples arrive at the laboratory the date should be recorded. Analyses should be completed and results emailed to the adviser within 5 working days. The contractor should specify the normal maximum time elapsed ('turnaround time') between sample receipt and despatch of results. This should be specified for the current suite and for each additional analysis. Natural England may monitor turnaround times and seek explanations and improvements if times are exceeded.

Contractor

All work must be undertaken on the contractors own premises. The contractor is expected to be accredited by UKAS to ISO/IEC 17025:2017. The contractor will supply all necessary chemicals and equipment required. The contractor is solely responsible for ensuring that all procedures, equipment and materials comply with necessary Health and Safety regulations, including COSHH regulations.

Contract management and review

The contractor must provide a single person 'Contract Lead' who will be the point of contact for Natural England should any technical queries arise.

Formal contract review will be carried out 6 months from the start of the contract and then by 15th March each year for the life of the contract. This will involve an assessment of the current service and will capture benefits that the delivery of the service has brought to Natural England together with discussion on any new benefits that could be achieved from the contract and measures to achieve these going forward with potential new contracts.

Training and technical material

To facilitate greater understanding for Natural England staff, CSF partners and Delivery Advisers contracted under FaLMA the contractor will provide training and guidance materials on, *inter alia*, soil and manure sampling procedures, analysis and interpreting/understanding the results.

To this end the contractor will provide:

- Website access to technical bulletins on taking and submitting samples to the laboratory.
- Bespoke guidance for taking and submitting sample types for analysis under this contract.
- Training on soil and manure sampling, interpreting soil and manure analysis and soil health results and relevance of soil organic matter delivered as a webinar(s) to be recorded and available for use for NE staff and DAs throughout the contract and updated where necessary.

At the initial inception meeting agree with Natural England Technical Lead the appropriate methodology to disseminate advice / information / guidance and training to Natural England staff and Delivery Advisers, which may include use of webinars (with technical support from Natural England.)

*AHDB Nutrient Management Guide (RB209). The guide is updated regularly so there is a need to check the latest version published on the website at <http://ahdb.org.uk/rb209>. Information on the requirements described above will be found in Section 1 Principles of Nutrient Management and Fertiliser Use and Section 2 Organic Materials plus the relevant sections for crop type (Sections 3-7).

Schedule 2 Rates and Charges

Analysis according to the methods stated, sample packaging, sample disposal, free courier collection for consignments of 10 or more samples, free postage when using NRM postage paid packaging for soil & manure/ slurry samples. Charges may be applied if samples are sent outside of our postage and courier conditions. There is also no minimum invoice charge. Each Natural England advisor would also have access to NRM's technical bulletins and advice sheets via the client area on the NRM website.

Postage and Courier conditions:

NRM has three postage paid options available for soil samples:

- Royal mail 2nd Class postage bag – suitable when sending up to 1 or 2 samples of 300g each in soil sample bags
- Royal Mail 2nd Class postage box – 6 samples – suitable when sending 3 or more samples in either the NRM soil sample white boxes or soil sample bags. Sample weight to be 300g each
- Royal Mail 1st Class postage jiffy bag – 1 slurry sample
- Royal Mail 1st Class postage bag – 1 manure sample

NRM Courier conditions:

- Courier – free for sending 10 or more samples at one time. Charged at [REDACTED] for less than 10 samples sent on one consignment

Ensuring cost effectiveness of the service.

To ensure that Natural England is using our service cost effectively they should submit the standard soil samples using the postage paid packaging (if using post service) and sample boxes provided by NRM. If it is feasible to gather together 10 or more samples at one time, then the NRM courier service can be utilised free of charge. Sending less than 10 samples by the courier option will incur a courier charge. The correct sampling method should be used to ensure a sufficient and representative sample is submitted. This will ensure that the data is representative of the whole and that the full analytical suite can be carried out without the requirement for re-sampling. For the Soil Health samples the same procedure should be adopted, however we will require around 500g of fresh sample and therefore the samples should be submitted in soil sample grip seal bags. The same postage bags/boxes can be used.

In relation to the analysis of Soil Mineral Nitrogen analysis samples should be submitted using the NRM Soil Mineral Nitrogen cool boxes and sent to the lab using the NRM courier service. The following procedure must be used to help ensure more accurate results. Unless samples are representative and are kept cool, misleading calculations of Nitrogen application rates could be made, resulting in severe economic losses.

- Freeze ice packs the night before
- Label bags before going into field
- Place the cores in the sample bag provided and squeeze the sample into a ball to expel excess air estimating stone content if possible

- Put the samples in an insulated box with frozen ice packs and dispatch to laboratory via courier (if this is not possible practically then samples must be refrigerated but not frozen until ready for collection).
- Arrange all courier bookings in good time and always only for pick up MondayThursday and incorporate a minimum 4 hour window for collection
- Ensure paperwork is submitted with the samples so we know who the samples belong to and what analysis is required

The details of this protocol and information on the importance of correct sampling are provided in each Soil Mineral Nitrogen sample kit as a guide to the sampler.

For manure and slurry samples Natural England should ensure that the correct manure sample bags or slurry bottles are used. This will help ensure that the sample gets to the laboratory intact. When sending the samples it will be advisable to use the courier service with an insulated box. If it is feasible to gather together 10 or more samples at one time, then the NRM courier service can be utilised free of charge. Sending less than 10 samples by the courier option will incur a courier charge.

Available management information to support this contract including examples.

To meet the requirements of the contract NRM will provide an automated monthly data file containing the database of all samples submitted from the contract commencement. This will include for each sample submitted:

- Farm Name
- CPH number and Post Code
- County
- WFD water management catchment
- Field RLR/ OS number (where appropriate)
- Soil sample results, indices and pH level or
- Manure/slurry analysis results

This data file will be sent to [REDACTED] [@naturalengland.org.uk](mailto:[REDACTED]@naturalengland.org.uk) plus any additional address required. An additional summary of performance under the contract will also be produced for the contract review meetings.

One specific KPI that NRM will monitor for Natural England will be the turnaround of analytical results for samples submitted by the Advisers. NRM will provide Natural England with a monthly report on the turnaround times achieved to ensure that we are meeting the requirements as indicated in the response time section of the Specification of Requirements. Data on our key performance indicators are available on request.

NRM is a BS EN ISO/IEC 17025:2017 accredited laboratory ('ISO 17025'). This includes regular instrument calibration to monitor precision and performance criteria as well as analysis of Certified Reference Materials, Standards and Internal Quality Control Samples to monitor the robustness of the procedures. There is also a constant review of the data to ensure any anomalous results are checked and verified.

It is the aim of NRM to ensure that the Laboratory's policies and procedures, as set out in the Quality Manual and the relevant SOPs are being followed and that continued compliance with ISO 17025 is maintained. As a requirement of Accreditation of NRM to ISO 17025, NRM has a Quality Management System in place that covers all aspects of the general Quality requirements of the analytical facility.

The Quality Management System at NRM is the responsibility of the Compliance Manager. The system is implemented by means of periodic inspections of the Laboratory Facilities, its equipment, personnel, methods, procedures and documentation, as well as the implementation of checks on the quality of test results provided to customers by the use of Quality Control Systems, inter-laboratory comparisons and reference materials.

The Quality Manual and associated documentation contains documented procedures that must be followed by members of staff at all times to ensure the continued adherence of the laboratory to the Quality Management System. It also contains policies on each area of activity or responsibility and the general or specific arrangements for implementing those policies.

All testing work carried out by the laboratory is described in Standard Operating Procedures. These are working documents and provide appropriately trained staff with sufficient information to carry out the relevant procedure. Each analyst who is trained or is undergoing training in a laboratory technique will have immediate access to all relevant SOPs via the company intranet. SOPs are the property of NRM and must not be passed to another party outside of the laboratory except with express permission of the Compliance Manager.

Compliance with the standard This is achieved by the planning, execution and documentation of audits of all aspects of the Laboratory as well as all activities and responsibilities covered by UKAS accreditation ISO 17025.

Accredited methods will be subject to regular audit and these method audits will include a different analyst (where applicable) each time they are inspected.

In conjunction with the Audit system of Quality Assurance, the day to day monitoring of the quality of the results provided to customers is further assured by the use of Internal Quality Control samples that are included in each test run. The details of the performance limits that are required to be met are documented in the relevant Standard Operating Procedures. Data obtained from the use of these Quality Control Samples is recorded on Quality Control Charts on the Computer Database. Hard copies of these Quality Control Charts will be maintained.

Pricing Schedule

ITEM	SPECIFICATION TITLE	PRICE (ex. VAT)
1a	Fixed price per soil sample analysis with soil texture and associated reporting (up to and including 1000 samples analysed under the Framework)	██████
1b	Fixed price per soil sample analysis with soil texture and associated reporting (Over 1000 samples analysed under the Framework)	██████
2a	Fixed price per soil sample analysis with soil texture and soil organic matter analysis and associated reporting (up to and including 1000 samples analysed under the Framework)	██████
2b	Fixed price per soil sample analysis with soil texture and soil organic matter analysis and associated reporting (over 1000 samples analysed under the Framework)	██████
3	Fixed price per soil mineral nitrogen (SMN) analysis and associated reporting	██████
4	Fixed price per manure/slurry analysis and associated reporting	██████
5	Fixed price per poultry manure analysis and associated reporting	██████
6a	Fixed price for item two plus basic results of the CO ² response/assessment of biological activity + statement/summary of overall soil condition requested, presented in form of diagram/certificate	██████
6b	Fixed price for item two plus basic results of the CO ² response/assessment of biological activity + statement/summary of overall soil condition requested, presented in form of diagram/certificate + analysis of extractable copper, extractable zinc and hot water soluble boron	██████
7	Fixed price for CO ₂ burst and organic matter-loss on ignition, per sample	██████

**Schedule 3
Form of Work Package Order and General Terms**

<u>WORK PACKAGE ORDER</u>	
FRAMEWORK AGREEMENT NUMBER: Bravo ref:	DATE:
WORK PACKAGE NUMBER:	
FROM: Natural England	TO:
Project Officer:	
Job Title:	
Telephone No:	
E-mail Address	
SERVICES:	
CONTRACT PERIOD:	
Duration: <i>[add anticipated time that project, services are to continue]</i>	
CONTRACT PRICE EXCLUDING VAT:	CONTRACT PRICE INCLUDING VAT:
CONFIRMATION OF REQUIREMENTS:	
ADDITIONAL TERMS:	
SIGNATURE:	
Signed on behalf of Natural England:	Signed on behalf of the Contractor:

Authorised Signatory: 	Authorised Signatory:
Print name:	Print name:
Job title:	Job title:
Date:	Date:



GENERAL TERMS AND CONDITIONS

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NATURAL ENGLAND GENERAL TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 The terms and expressions as set out in Schedule 1 shall have the meanings ascribed therein.
- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any Party shall include that party's personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.11 References to clauses are to the clauses of the Agreement.
- 1.12 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. PRECEDENCE

- 2.1 In the event of and only to the extent of any conflict between the Service Order, these terms and conditions or the Special Terms, the conflict shall (unless otherwise specified in the General Terms) be resolved in accordance with the following order of precedence:
 - 2.1.1 the Special Terms;
 - 2.1.2 these General Terms;
 - 2.1.3 the Service Order (which for the purposes of this clause 2 excludes any Special Terms which take precedence by virtue of 2.1.1);
 - 2.1.4 any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 8 shall not take higher precedence than specified here.

3. DURATION

3.1 The Agreement shall commence on the date specified in the Service Order and, subject to earlier termination in accordance with the terms of the Agreement, end on the last date of the Contract Period.

4. CONTRACTOR'S OBLIGATIONS

4.1 The Contractor shall perform its obligations under the Agreement in accordance with the terms and conditions set out in the Agreement and shall comply and co-operate with any reasonable instructions given by Natural England or the Project Officer.

4.2 The Contractor shall be responsible for compliance with and ensure that all obligations are performed in accordance with the Health and Safety Requirements.

4.3 The Contractor shall ensure that, as an enduring obligation throughout the Contract Period it shall use the latest versions of anti virus definitions available and check for and delete any malicious software.

4.4 The Contractor shall, in performance of the Services, comply with the requirements of the Cabinet Office report on Data Handling Procedures in Government and with any security policy notified by Natural England to the Contractor from time to time..

4.5 The Contractor is deemed to have satisfied himself as to the scope, extent and location of work to be carried out under the Agreement.

4.6 The Contractor will, unless the Service Order specifically states otherwise, be responsible at its own cost and expense for the provision of all necessary Staff, materials and equipment for the management and execution of any obligation under the Agreement.

4.7 The Contractor shall comply with Natural England's employment check policy in respect of all Staff employed or engaged in the provision of Services whose role involves the handling of information of a sensitive or confidential nature or information that is subject to any relevant security measures. The Contractor confirms that, where applicable in accordance with this clause 4.7, all Staff employed or engaged by the Contractor at the commencement of the Agreement underwent and recruited on a basis that is equivalent to and no less strict than Natural England's employment check policy.

4.8 The Contractor shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Services in compliance with any security policy or plan in place.

5. INVOICES, PAYMENT, COSTS AND TAX

5.1 Natural England shall endeavour to pay undisputed sums due to the Contractor in accordance with the Contract Price and the Payment Profile within 5 calendar days (and in any event within 30 calendar days) of receipt and agreement of invoices for work completed to the satisfaction of Natural England.

- 5.2 Any invoices submitted by the Contractor shall contain the purchase order number (provided by Natural England from time to time), all appropriate references, and a detailed breakdown of Services and will be supported by any other documents required by Natural England to substantiate the invoice.
- 5.3 Invoices shall be submitted to SSCL, Natural England, PO Box 793, Newport Gwent, NP10 8FZ or such other address (including in electronic format where agreed with the Contractor) as Natural England may notify the Contractor from time to time.
- 5.4 Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 5.5 Natural England may reduce payment in respect of any Services which the Contractor has either failed to provide or has provided inadequately, without prejudice to any other rights or remedies of Natural England.
- 5.6 The Contractor shall, within 14 days of receiving a request from Natural England provide a report on all costs and expenses which it has incurred and are recoverable from Natural England under the Agreement. The report shall contain sufficient information to identify the purpose of such cost and expense and the identity of the receiver of the same. For the avoidance of doubt the report shall include costs and expenses which have not yet been paid by the Contractor but which it is contractually liable to pay.
- 5.7 Notwithstanding the obligations to provide the reports set out in clause 5.6, the Contractor shall inform Natural England prior to it contractually incurring any significant costs or expenses in relation to this Agreement. Significant costs in this clause shall mean any single cost or expense which exceeds 25 percent of the total Contract Price.

6. WARRANTIES AND REPRESENTATIONS

- 6.1 The Contractor warrants and represents that:
 - 6.1.1 it has the full capacity and authority and all necessary consents to enter into and perform the Agreement and that the Agreement is executed by a duly authorised representative of the Contractor;
 - 6.1.2 all obligations of the Contractor hereunder shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care, ability and diligence including but not limited to Good Industry Practice and in accordance with its own established internal procedures;
 - 6.1.3 all Staff used to provide the Services will be vetted in accordance with Good Industry Practice and, where applicable, will be subject to Natural England's employment check policy or equivalent and any security policy notified to the Contractor from time to time;
 - 6.1.4 the Services shall be to the reasonable satisfaction of Natural England and meet any requirements made known to the Contractor by Natural England;
 - 6.1.5 the Services shall correspond with the requirements of the Service Order and any other specification within the Agreement;

- 6.1.6 the Services shall conform in all respects with the requirements of any applicable Law from time to time in force and that it has and will continue to hold all necessary (if any) regulatory approvals from any Regulatory Body necessary to perform the Contractor's obligations under the Agreement;
- 6.1.7 it has and will continue to have all necessary rights in and to any software or Intellectual Property Rights or any other materials made available by the Contractor to Natural England necessary to perform the obligations under this Agreement;
- 6.1.8 it is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under the Agreement.
- 6.1.9 it has not and its directors, partners or other senior Staff, have not committed any of the offences set out in Regulation 23 of the Public Contracts Regulations 2006.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in any information or material introduced by one Party to the other Party pursuant to this Agreement shall remain the property of the Party that owned such Intellectual Property Rights prior to such introduction.
- 7.2 The Contractor grants Natural England a non-exclusive licence to the Existing Intellectual Property Rights solely in order for Natural England to make use and allow others to make use of the Services and the Resulting Intellectual Property Rights.
- 7.3 The Contractor undertakes that it has identified and declared to Natural England any data, documentation or know how which the Contractor or its sub contractors owns, or has rights to, immediately prior to the commencement of the Agreement which could be reasonably judged necessary for the Services to be used. The contractor further undertakes to take, on Natural England's request, all such reasonable steps that are necessary to provide access to such data and documentation as required to enable Natural England to make use of the Services.
- 7.4 The Contractor hereby assigns to Natural England all Resulting Intellectual Property Rights and all materials embodying such rights to the fullest extent permitted by law and shall complete any such documentation and do all such things as Natural England may require to evidence such assignment.
- 7.5 The Contractor undertakes:
 - 7.5.1 to notify to Natural England in writing full details of any Resulting Intellectual Property Rights promptly on their creation, together with full details of the following;
 - (a) any data, methods or information created by the Contractor (that will not be described, or otherwise included, in the Services);
 - (b) improved ways of processing or analysing data or information (that will not be described, or otherwise included, in the Services);

- (c) any errors or mistakes identified in any information or data supplied by Natural England;

In the event that the Contractor believes there is nothing to notify this should be confirmed in writing before submission of the final invoice.

- 7.5.2 whenever requested to do so by Natural England and in any event on the termination of an Engagement, promptly to deliver to Natural England all Confidential Information received from Natural England under the terms of this Agreement which are in its possession, custody or power.
- 7.5.3 that it has identified and declared to Natural England any Intellectual Property Rights that the Contractor or its sub contractors owns, or has rights to, immediately prior to the commencement of the Contract that could be enhanced by or developed under the Agreement, in sufficient detail to ensure that they can be differentiated from those created during the performance of this Agreement.
- 7.6 The Contractor shall not, and shall procure that the Contractor's Staff and suppliers shall not (except when necessary for the implementation of the Agreement) without prior consent from Natural England, use or disclose Intellectual Property Rights, or any other information (whether or not relevant to the Agreement) which the Contractor may obtain in performing the Agreement except information which is in the public domain.
- 7.7 The Contractor waives, or shall procure the waiver, of any moral rights in the Resulting Intellectual Property Rights, to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support or maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Intellectual Property Rights or other materials, infringes the Contractors moral rights.
- 7.8 The Contractor warrants and represents that any materials, products, information or service supplied or licensed by the Contractor under this Agreement will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and shall keep indemnified Natural England against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which Natural England may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim refers to designs furnished by Natural England or the use of data supplied by Natural England which is not required to be verified by the Contractor under any provision of the Agreement.
- 7.9 The cover of all reports or drawings forming part of the Service will include a statement © Natural England and the date of creation.
- 8. ALTERATION OF REQUIREMENT
- 8.1 No variation of the Agreement or of any document referred to in it by the Contractor shall be effective unless the costs of the variation shall be agreed and details of the variation are agreed in writing and signed by the Parties.

9. CONFLICT OF INTEREST

- 9.1 The Contractor confirms that at the date of the Agreement, neither the Contractor nor any of its Staff or suppliers are placed in a position where there is or may be any actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or such persons and the duties owed to Natural England under the provisions of the Agreement and that it shall take appropriate steps to ensure that there is no such conflict throughout the Contract Period. The Contractor will disclose to Natural England full particulars of any such conflict of interest which may arise.
- 9.2 The provisions of this clause 9 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

10. CORRUPT GIFTS AND PAYMENTS

- 10.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of Natural England any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with Natural England, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.
- 10.2 The Contractor shall not enter into the Agreement if in connection with it commission has been paid or is agreed to be paid to any employee or representative of Natural England by the Contractor or on the Contractor's behalf, unless, before the Agreement is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to Natural England.

11. EQUALITY AND EQUAL OPPORTUNITIES

- 11.1 The Contractor shall not, and shall ensure that its Staff shall not, unlawfully discriminate (whether directly or indirectly) against any person.
- 11.2 The Contractor shall, and shall ensure that its Staff involved in the provision of the Services shall, comply with the Equalities Act 2010 and adhere to Natural England's policy on equal opportunities (as amended from time to time).
- 11.3 In the event of any finding of unlawful discrimination being made against the Contractor or any of its Staff engaged by the Contractor during the term of the Agreement by any Court or tribunal, or of any adverse finding in any formal investigation by an official body over the same period, the Contractor must immediately inform Natural England of this in writing and must immediately take all necessary steps to prevent repetition of the unlawful discrimination. The Contractor must on request, provide Natural England with written details of all steps taken under this clause.

12. NATURAL ENGLAND DATA

- 12.1 The Contractor shall not delete or remove any proprietary notices contained within or relating to any Natural England Data.

- 12.2 The Contractor shall not store, copy or disclose or use the Natural England Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by Natural England.
- 12.3 To the extent that the Natural England Data is held and/or processed by the Contractor, the Contractor shall supply that Natural England Data to Natural England as requested by Natural England in the format specified in the request.
- 12.4 The Contractor shall take responsibility for preserving the integrity of Natural England Data and preventing the corruption or loss of Natural England Data.
- 12.5 The Contractor shall perform secure back-ups of all Natural England Data and shall ensure that up to date back-ups are stored off-site and in accordance with any business continuity and disaster recovery plan Natural England have in place or requires the Contractor to have in place. The Contractor shall ensure that such back-ups are available to Natural England at all times upon request and are delivered to Natural England at no less than 3 monthly intervals or as requested by Natural England.
- 12.6 The Contractor shall ensure that any system on which the Contractor holds any Natural England Data, including back-up data, is a secure system that complies with any security policy of Natural England and that it has in place appropriate technical and organisational measures to ensure the security of the same.
- 12.7 If the Natural England Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, Natural England may:
- 12.7.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Natural England Data to the extent and in accordance with the requirements specified by Natural England; and/or
 - 12.7.2 itself restore or procure the restoration of Natural England Data and shall be repaid by the Contractor any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified by Natural England.
- 12.8 If at any time the Contractor suspects or has reason to believe that Natural England Data has or may become corrupted, lost or sufficiently degraded in any way for any reason then the Contractor shall notify Natural England immediately and inform Natural England of the remedial action the Contractor proposes to take.

13. DATA PROTECTION ACT

- 13.1 With respect to the Parties rights and obligations under this Agreement the Parties agree that Natural England is the data controller and that the Contractor is the data processor.
- 13.2 Where the Contractor is processing personal data (as defined by the Data Protection Act 1998 ("DPA")) as a data processor for Natural England the Contractor shall ensure that it has implemented appropriate technical and organisational measures to ensure the security of the personal data and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of or damage to the personal data and having regard to the nature of the personal data to be protected.

13.3 Notwithstanding the generality of clause 13.2, the Contractor will:

- 13.3.1 process the personal data only in accordance with instructions from Natural England;
- 13.3.2 process the personal data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 13.3.3 obtain prior written consent from Natural England in order to transfer the personal data to any Staff for the provision of the Services;
- 13.3.4 ensure that any Staff required to access the personal data are informed of the confidential nature of the personal data and comply with the obligations set out in this clause 13 and take reasonable steps to ensure the reliability of any Staff who have access to personal data;
- 13.3.5 ensure that none of the Contractor's personnel publish, disclose or divulge any of the personal data to any third party unless directed in writing to do so by Natural England;
- 13.3.6 notify Natural England (within five (5) Working Days) if it receives:
 - (a) a request from a data subject to have access to that person's personal data; or
 - (b) a complaint or request relating to Natural England's obligations under the DPA;

and provide Natural England with full cooperation and assistance in relation to any complaint or request made including by:

- (c) providing Natural England with full details of the complaint or request;
 - (d) complying with any data access request within the relevant time scales in the DPA and in accordance with Natural England's instructions;
 - (e) providing Natural England with any personal data it holds in relation to a data subject (within the timescales required by Natural England); and
 - (f) provide Natural England with any information requested by Natural England.
- 13.3.7 permit Natural England or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by Natural England to enable Natural England to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;
 - 13.3.8 provide a written description of the technical and organisational methods employed by the Contractor for processing personal data (within the timescales specified by Natural England);
 - 13.3.9 not process personal data outside the European Economic Area without the prior written consent of Natural England and, where Natural England consents to a transfer, to comply with any reasonable instructions notified to it by Natural England and ensure

compliance with the obligations of a data controller under the eight data protection principle as set out in Schedule 1 of the DPA by providing an adequate level of protection to any personal data transferred;

13.3.10 provide Natural England with such information as Natural England may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA;

13.3.11 promptly notify Natural England of any breach of security measures; and

13.3.12 ensure that it does nothing knowingly or negligently which places Natural England in breach of Natural England's obligations under the DPA.

13.4 The Contractor shall comply at all times with the DPA and shall not perform its obligations under this Agreement in such a way as to cause Natural England to breach any of its applicable obligations under the DPA.

13.5 The provisions of this clause shall apply during the Contract Period and indefinitely after its expiry or termination.

14. RIGHT TO PUBLISH

14.1 The Contractor acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. Natural England shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for Natural England to publish the Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Agreement, to the general public.

14.2 Natural England may consult with the Contractor to inform its decision regarding any exemptions but Natural England shall have the final decision in its absolute discretion.

14.3 The Contractor shall assist and cooperate with Natural England to enable Natural England to publish this Agreement.

15. CONFIDENTIALITY

15.1 Each Party:

15.1.1 shall treat all Confidential Information belonging to the other as confidential and safeguard it accordingly; and

15.1.2 shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

- 15.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from Natural England under or in connection with the Agreement:
- 15.2.1 is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
 - 15.2.2 is treated as confidential and not disclosed (without the prior written consent of Natural England) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Agreement; and
 - 15.2.3 that its Staff or professional advisors or consultants are aware of the Contractor's confidentiality obligations under the Agreement and shall sign a confidentiality undertaking on the same terms before commencing work in connection with the Agreement.
- 15.3 This clause 15 shall not apply to Confidential Information which:
- 15.3.1 is or becomes publicly available (otherwise than by a breach of any obligation of confidentiality); or
 - 15.3.2 was known to a Party, without restriction as to its disclosure, before the information was disclosed to it by the other Party; or
 - 15.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 15.3.4 is required to be disclosed by Law including any requirement for disclosure under the DPA, FOIA or EIR; or
 - 15.3.5 is independently developed by a Party without direct or indirect access to, or use or knowledge of, the information disclosed to it by the other Party.
- 15.4 Nothing in this Agreement shall prevent Natural England from disclosing the Contractors Confidential Information, including the Management Information:
- 15.4.1 to any crown body or any other Contracting Authority who shall be entitled to further disclose the Confidential Information to other crown bodies or Contracting Authorities on the basis it is confidential and not to be disclosed to a non crown body or non-Contracting Authority third party;
 - 15.4.2 to any consultant, contractor or other person engaged by Natural England or any person for the purposes of an OGC gateway review;
 - 15.4.3 for the purpose of examination and certification of Natural England's accounts; or
 - 15.4.4 for the examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Natural England has used its resources.

Natural England shall use all reasonable endeavours to ensure that if it discloses any Confidential Information under this clause that party is made aware of Natural England's obligations of confidentiality.

- 15.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in the Agreement are granted to the other Party, or to be implied from this Agreement.
- 15.6 Nothing in this clause 15 shall prevent either Party from using techniques, ideas or know how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.
- 15.7 On termination of this Agreement, each Party shall:
 - 15.7.1 return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - 15.7.2 erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
 - 15.7.3 certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by Law. The provisions of this clause 15 shall continue to apply to any such documents and materials retained by a recipient Party.

Provided that this clause 15.7 shall not apply to any Confidential Information provided by the Contractor to Natural England in performing its obligations under this Agreement and which is necessary for Natural England to benefit from the Services following termination.

- 15.8 Except as expressly stated in this Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information.
- 15.9 The provisions of this clause shall continue to apply after termination of this Agreement.
- 16. MONITORING AND MANAGEMENT INFORMATION
 - 16.1 Where requested by Natural England, the Contractor shall supply the Management Information to Natural England and/or to CCS (Crown Commercial Service formerly Government Procurement Services) during the Contract Period.
 - 16.2 The Contractor acknowledges and agrees that Natural England may provide CCS with information relating to the Services and any payments made under the Agreement.
 - 16.3 Upon receipt of the Management Information supplied by the Contractor under 16.1 or receipt of information provided by Natural England to CCS under 16.2, Natural England and the Contractor hereby consent to CCS:
 - 16.3.1 Storing and analysing the Management Information and producing statistics; and

16.3.2 Sharing the Management Information or any statistics produced using the Management Information with any other Contracting Authority.

16.4 In the event that CCS shares the Management Information or information provided under clause 16.2 in accordance with 16.3.2, any Contracting Authority receiving the Management Information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body who is not a Contracting Authority (unless required by Law).

16.5 Natural England may make changes to the Management Information which the Contractor is required to supply and shall give the Contractor at least one (1) months written notice of any changes.

17. FREEDOM OF INFORMATION AND ENVIRONMENTAL REGULATIONS

17.1 The Contractor acknowledges that Natural England is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with Natural England (at the Contractor's expense) to enable Natural England to comply with these requirements.

17.2 The Contractor shall and shall ensure that all Staff shall:

17.2.1 transfer to Natural England all requests for information that it receives as soon as practicable and in any event within 2 working days of receiving a request for information;

17.2.2 provide Natural England with a copy of all information in its possession or power in the form that Natural England requires within 5 working days (or such other period as Natural England may specify) of Natural England's request; and

17.2.3 provide all necessary assistance as reasonably requested by Natural England to enable Natural England to respond to a request for information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

17.3 Natural England shall be responsible for determining at its absolute discretion whether any information, whether commercially sensitive information or otherwise, is exempt from disclosure in accordance with the provisions of the Code of Practice on Governmental Information, FOIA or the EIR or is to be disclosed in response to a request for information and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by Natural England.

17.4 In responding to a request for information, including information in connection with the Agreement (including but not limited to tender documents, subsequent contractual information or information classified as confidential or sensitive) Natural England will, where in its absolute discretion it deems necessary, use reasonable endeavours to consult the Contractor. Notwithstanding this the Contractor acknowledges that Natural England may, in accordance with the Code, disclose information concerning the Contractor or the Services without consulting the Contractor, or following consultation with the Contractor having taken its views into account provided that Natural England shall take reasonable steps where appropriate to

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

17.5 The Contractor shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested by Natural England to enable Natural England to respond to a request for information within the time for compliance and shall permit Natural England to inspect such records as requested from time to time.

17.6 The Contractor acknowledges that any commercially sensitive information identified by the Contractor is of indicative value only and that Natural England may be obliged to disclose it in accordance with clause 17.4.

18. SECURITY

18.1 The Contractor acknowledges that Natural England places great emphasis on confidentiality, integrity and availability of information and consequently on the security of Premises and the security of any of the Contractor's systems. The Contractor also acknowledges the confidentiality of Natural England's Data.

18.2 The Contractor shall be responsible for the security of any of its systems and shall at all times provide a level of security which:

18.2.1 is in accordance with Good Industry Practice and Law;

18.2.2 complies with any security policy of Natural England or any policy Natural England require the Contractor to develop, implement and maintain;

18.2.3 meets any specific security threats to any of the Contractor's systems;

18.2.4 complies with ISO/IEC27002 and ISO/IEC27001;

18.2.5 the minimum set of security measures and standards required where the system will be handling "protectively marked" or sensitive information (as determined by the Cabinet Office Manual of Protective Security or equivalent); and

18.2.6 any other extent national information security requirements and guidance issued from time to time.

18.3 The Contractor should avoid the use of removable media to store Natural England Data or information wherever possible. In the event that removable media is used the Contractor shall ensure:

18.3.1 the Natural England Data or information transferred to the removable media is the absolute minimum necessary to carry out the Services, both in terms of the number of people covered by the information and the scope of information held; and

18.3.2 the removable media should be encrypted to a standard of at least FIPS 140-2 or equivalent and must be protected by an authentication mechanism;

- 18.3.3 user rights to transfer Natural England Data to removable media should be strictly limited to staff for whom it is absolutely necessary.
- 18.4 The Contractor shall as an enduring obligation throughout the Contract Period use the latest versions of anti-virus definitions available to check for and delete any malicious software from its systems or the operating environment.
- 18.5 Without limiting clause 18.2 and 18.3, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (in accordance with Good Industry Practice for the UK public sector):
 - 18.5.1 loss of integrity of Natural England Data;
 - 18.5.2 loss of confidentiality of Natural England Data;
 - 18.5.3 unauthorised access to, use of, or interference with Natural England Data by any person or organisation;
 - 18.5.4 unauthorised access to network elements, Premises and tools used by the Contractor in the provision of the Services;
 - 18.5.5 use of the Contractor's systems or Services by any third party in order to gain unauthorised access to any computer resource or Natural England Data; and
 - 18.5.6 loss of availability of Natural England Data due to any failure or compromise of the Services.
- 18.6 Either Party shall notify the other immediately upon becoming aware of any malicious software or breach of security including, but not limited to, an actual, potential or attempted breach, or threat to any security plan that Natural England have in place or may require the Contractor to develop and put in place.
- 18.7 Upon becoming aware of any circumstances referred to in 18.5 the Contractor shall immediately take all reasonable steps necessary to:
 - 18.7.1 remedy such breach or protect the Contractors systems against any such potential or attempted breach or threat; and
 - 18.7.2 prevent an equivalent breach in the future

Such steps shall include any action or changes reasonably required by Natural England.

- 18.8 In the event of any circumstances referred to in 18.5 the Contractor shall as soon as reasonably practicable provide to Natural England full details (using such reporting mechanism as may be specified by Natural England from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.
- 19. TERMINATION
- 19.1 Without prejudice to any other rights or remedies which Natural England may have, Natural England may terminate this Agreement by giving one months' written notice to the Contractor.

- 19.2 Natural England may terminate the Agreement by notice in writing with immediate effect with no liability to make any further payment to the Contractor (other than in respect of amounts accrued in accordance with clause 20.1) where the Contractor:
- 19.2.1 undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement; or
 - 19.2.2 becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation; or
 - 19.2.3 commits, or any of its directors, partners or senior Staff commit, an offence as set out in Regulation 23 of the Public Contract Regulations 2006 (as amended) or is guilty of any fraud or dishonesty or acts in any manner which in the opinion of Natural England brings or is likely to bring the Contractor or Natural England into disrepute or is materially adverse to the interests of Natural England; or
 - 19.2.4 suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Contractor ceases to trade; or
 - 19.2.5 commits any serious or repeated breach of non-observance of any of the provisions of the Agreement or refuses or neglects to comply with any reasonable and lawful directions of Natural England; or
 - 19.2.6 fails to comply with the requirements of clause 28, in accordance with clause 28.5.
- 19.3 Natural England may only exercise its right under clause 19.2.1 within six months of the date a change of control occurs and shall not be permitted to do so where it has agreed in writing in advance to the particular change of control that occurs. The Contractor shall notify the Project Officer immediately when any change of control occurs.
- 19.4 Either Party may terminate the Agreement, or terminate the provision of any part of the Agreement by written notice to the other Party with immediate effect if that other Party commits a Default and if:
- 19.4.1 the Default is not remedied within 30 days, or such other period as may be agreed between the Parties, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 19.4.2 the Default is not capable of remedy; or
 - 19.4.3 the Default is a fundamental breach of the Agreement.
20. CONSEQUENCES OF TERMINATION
- 20.1 On termination of the Agreement pursuant to clause 19.1, 19.2.1, 19.2.2, 19.2.4 or 19.2.6 or 30.1 Natural England shall:

- 20.1.1 pay to the Contractor sums due and reasonably incurred up to the date of termination where Natural England has received Goods or Services to the equivalent value;
- 20.1.2 pay to the Contractor sums due for expenditure incurred after the date of termination only in so far as it is a result of commitments entered into by the Contractor in good faith before the date on which notice of termination was given and which cannot be voided on or before the termination date. The Contractor shall submit a fully itemised and costed list of such loss, with supporting evidence of losses reasonably and actually incurred by the Contractor as a result of termination within 5 days of receiving the notice of termination.

provided that any such sum payable in accordance with this clause 20.1 shall only be payable by Natural England if it would have been payable in accordance with this Agreement if it had not been terminated

- 20.2 Natural England shall not be liable under clause 20.1.2 to pay any sum which was claimable under insurance held by the Contractor, or when added to any sum paid or due to the Contractor under the Agreement, exceeds the total sum that would have been payable to the Contractor if the Agreement had not been terminated prior to the expiry of the Contract Period.

21. EMPLOYMENT REGULATIONS

- 21.1 In the event that the termination of this Agreement could constitute a "relevant transfer" within the meaning of the Employment Regulations, the Contractor undertakes to Natural England:

- 21.1.1 to comply with any of its obligations under the Employment Regulations and to co-operate with Natural England and or any Replacement Contractor in the event of a relevant transfer;
- 21.1.2 that it has not made any amendment or change to the terms and conditions of its Staff in the 6 months preceding termination of this Agreement;
- 21.1.3 to indemnify and keep Natural England indemnified against all liabilities, costs, losses, claims, charges, demands or expenses which are attributable to any act or omission by the Contractor prior to or arising from the termination of the Agreement in respect of any of the Contractor's obligations or duties (whether arising under common law, statute, custom or otherwise) to or in relation to any of its Staff or former staff (including but not limited to any liability arising out of the termination or dismissal of any employee or former employee or out of a failure by the Contractor to comply with its obligations under the Employment Regulations);
- 21.1.4 that all amounts payable to or in relation to its Staff engaged in the performance of this Agreement (including wages and salaries, overtime, bonus or commission (earned but unpaid), accrued holiday pay, income tax, national insurance contributions, pension contributions and insurance premiums) in respect of the period prior to the termination of this Agreement shall be discharged by the Contractor and the Contractor undertakes to indemnify Natural England against any and all costs, charges and expenses arising out of or in connection with such amounts; and
- 21.1.5 to indemnify Natural England and any Replacement Contractor in respect of any claims arising from any act or omission of the Contractor in relation to any other of the

Contractor's Staff who are not employed, assigned or engaged in providing the Services under the Agreement.

21.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 21 to the extent necessary to ensure that any Replacement Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

22. LIABILITY AND INSURANCE

22.1 Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or any such liability which it is not permissible to exclude by Law.

22.2 The Contractor shall indemnify and keep indemnified Natural England fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of, or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by an act or omission of the Contractor. This clause 22.2 shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or by any circumstances within its or their control.

22.3 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover and other terms of insurance in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement, including death or personal injury, loss of or damage to property, employers liability or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor and shall be subject to the minimum cover levels as set out in clause 23.

22.4 The Contractor shall on request supply to Natural England copies of such insurance certificates and evidence that the relevant premiums have been paid.

22.5 The Contractor shall notify Natural England as soon as possible and in any event within 48 hours of any incident that may lead to any claim, demand or proceedings and shall supply such particulars or details thereof as Natural England shall reasonably require.

22.6 The Contractor shall fully and promptly indemnify Natural England in respect of any damage whatsoever caused by any Staff of the Contractor, whether such damage be caused by negligence or in any other way whatsoever to any land, building or chattel in the ownership, occupation or possession of Natural England arising out of or in consequence of the performance of the Agreement or the performance of the Services.

23. LIMITATION OF LIABILITY

23.1 Subject to clause 22.1, Natural England's total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited as follows:

- 23.1.1 for non-payment of invoices for Services purchased, to the amount unpaid; or
- 23.1.2 for any other type of liability, to the amount paid for the Services under the Agreement.
- 23.2 Subject to clause 22.1, the Contractor's total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to one (1) million pounds or 10x the value of the contract whichever is the lower amount.
- 23.3 Subject to clause 22.1, neither Party will be liable to the other Party for:
 - 23.3.1 any indirect, special or consequential loss or damage; or
 - 23.3.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).
- 23.4 Subject to clause 23.2 Natural England may, amongst other things, recover as a direct loss:
 - 23.4.1 any additional operational and/or administrative costs and expenses arising from the Contractor's Default;
 - 23.4.2 any wasted expenditure or charges rendered unnecessary and/or incurred by Natural England arising from the Contractor's Default;
 - 23.4.3 the additional cost of procuring replacement Services for the remainder of the Contract Period; and
 - 23.4.4 any anticipated savings.
- 24. ASSIGNMENT, SUB-CONTRACTORS AND SUPPLIERS
 - 24.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Agreement or any part of it without the prior written consent of Natural England. Sub-contracting any part of the Agreement shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Agreement.
 - 24.2 The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
 - 24.3 Natural England may at any time novate, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Agreement and may sub-contract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.
 - 24.4 The Contractor shall ensure that a term is included in any sub-contract permitted under this Agreement which requires the Contractor to pay any undisputed sums due to the relevant sub-contractor within a specified period that does not exceed 30 days from the date the Contractor receives the sub-contractor's invoice.

25. ENVIRONMENTAL OBLIGATIONS

25.1 The Contractor shall provide the Services with due consideration of the Environmental Targets.

25.2 In provision of the Services the Contractor will use reasonable endeavours to contribute to the Environmental Targets.

25.3 The Contractor shall in all its own operations, including purchase of materials and services, adopt a sound proactive environmental approach, designed to minimise harm to the environment and be able to provide proof of so doing to the Project Officer on demand.

25.4 The Contractor confirms that:

25.4.1 the process used in the manufacture of Goods and the provision of Services minimises the use of ozone depleting substances, toxic chemicals and other pollutants including lead, methyl chloroform and formaldehyde;

25.4.2 alternatives to non-renewable natural resources have been sought and used as a preference wherever possible;

25.4.3 in the manufacture of Goods and in the choice of any associated packaging and the provision of Services, it has given preference to materials that contain maximum recycled content and capacity for recycling or, where cost-effective recycling is impracticable, maximum biodegradability.

26. PRECAUTIONARY PRINCIPLE

26.1 Where there is good reason to believe there is a potential health or environmental risk in connection with the use of materials, even if the data remains unconfirmed or scientifically unproven, uncertain or the use of the material remains legally permitted, the Contractor should:

26.1.1 notify Natural England of the risk and identify the source of the information or scientific data in which the risk is identified; and

26.1.2 strive to identify any alternative materials that could be used as a substitute for the material. Any alternative materials should have a low environmental or health impact and continue to meet any requirements in relation to quality.

26.2 Prior to substitution of any material under this provision the Contractor will provide Natural England with details of:

26.2.1 any cost or quality implications of the use of any other alternative material; and

26.2.2 any other relevant information in relation to alternative materials.

26.3 Following receipt of the information above, Natural England shall decide, at its absolute discretion, if it wishes the Contractor to substitute the current material with any alternative materials proposed by the Contractor or otherwise identified by Natural England itself.

27. AUDIT

- 27.1 The Contractor shall allow Natural England, its agents, representatives and auditors, and/or a Regulatory Body access at all times to:
- 27.1.1 records and other materials and assets used in the Contractor's provision of the Services;
 - 27.1.2 the Contractor's Staff involved in the provision of the Services;
 - 27.1.3 reasonable access to any sites or premises controlled by the Contractor and to any equipment or systems used (whether exclusively or non-exclusively) in the performance of the Services; and
 - 27.1.4 witness, conduct of access results of any tests of security processes and counter-measures required to be in place in accordance with clause 18 and 6.1.3.
- 27.2 The Contractor shall co-operate with any audit carried out pursuant to this clause and shall make available all such information and records as are reasonably required by the auditing party to conduct the audit free of charge and on a timely basis and shall allow the auditing party to take copies of all such information and records.
- 27.3 Without prejudice to any other rights or remedies Natural England may have, if an audit identifies that the Contractor has failed to perform its obligations under this Agreement in any material manner, the Parties shall agree and implement a remedial plan.

28. TAX ASSURANCE

- 28.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- 28.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- 28.3 Natural England may, at any time during the term of this contract, request the Contractor to provide information which demonstrates how the Contractor complies with Clauses 28.1 and 28.2 above or why those Clauses do not apply to it.
- 28.4 A request under Clause 28.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 28.5 The Contractor acknowledges that all information it provides pursuant to Clauses 28.3 and 28.4 above will be provided to Natural England.
- 28.6 Natural England may terminate this contract if-
- 28.6.1 in the case of a request mentioned in Clause 28.3 above-

28.6.1.1 the Contractor fails to provide information in response to the request within a reasonable time, or

28.6.1.2 in the opinion of Natural England, the Contractor provides information which is inadequate to demonstrate either how the Consultant complies with Clauses 28.1 and 28.2 above or why those Clauses do not apply to it;

28.6.2 in the case of a request mentioned in Clause 28.4 above, the Contractor fails to provide the specified information within the specified period, or

28.6.3 it receives information which demonstrates that, at any time when Clauses 28.1 and 28.2 apply to the Contractor, the Contractor is not complying with those Clauses.

28.7 The Contractor acknowledges that Natural England may supply any information which it receives under Clause 28.3 and 28.4 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible."

29. WAIVER

29.1 Failure to exercise, or any delay in exercising, any right or remedy provided under the Agreement or by Law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

29.2 No single or partial exercise of any right or remedy provided under the Agreement or by Law shall preclude or restrict the further exercise of any such right or remedy.

29.3 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

29.4 A waiver (which may be given subject to conditions) of any right or remedy provided under the Agreement or by Law shall only be effective if it is in writing and shall apply only to the Party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the Party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

30. SEVERABILITY

30.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, such provision shall be severed and the other provisions will remain in force and effect as if the Agreement had been executed with such invalid, illegal or unenforceable provision eliminated.

31. FORCE MAJEURE

31.1 Neither Party shall be liable to the other for any delay in or failure to perform its obligations under the Agreement if such delay or failure results from a Force Majeure event. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Agreement. If a Party is unable to perform its obligations

under the Agreement as a result of a Force Majeure event for a period in excess of 6 months (commencing on the date of the notice provided in accordance with clause 31.2), the other Party may terminate the Agreement by notice in writing with immediate effect.

31.2 If either Party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall notify the other as soon as reasonably possible and shall estimate the period such failure or delay shall continue.

32. FRAUD

32.1 The Contractor shall safeguard Natural England's funding of the Agreement against fraud generally and, in particular, fraud on the part of its Staff, or the Contractor's directors and suppliers. The Contractor shall notify Natural England immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

33. RECOVERY OF SUMS DUE

33.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to Natural England in respect of any breach of the Agreement), Natural England may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Agreement or under any other agreement or contract with Natural England.

34. ANNOUNCEMENTS

34.1 No Party shall make, or permit any person to make, any public announcement concerning the Agreement (whether before, at or after completion) except as required by Law or with the prior written consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned).

35. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

35.1 Subject to clause 21.2, a person who is not a Party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

36. DISPUTE RESOLUTION

36.1 Any disputes arising in connection with this Agreement will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:

36.1.1 the dispute shall in the first instance be referred to Natural England's Project Officer or manager in the organisation of similar standing and the Contractors nominated equivalent officer for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten Business Days;

36.1.2 if the dispute cannot be resolved in accordance with 36.1.1 above within ten Business Days after such referral, or within any other period agreed between the Parties then the dispute shall be referred to Natural England's Head of Legal at Area 3A, Nobel House, 17 Smith Square, London, SW1P 3JR and to the Contractor's nominated

equivalent officer for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten Business Days;

36.1.3 if the dispute has not been resolved following a referral in accordance with 36.1.2 the Parties shall seek to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

37. ENTIRE AGREEMENT

37.1 The Agreement and any documents referred to in it constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

37.2 Each Party warrants to the other Parties that, in entering into the Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty of any person (whether a Party to this Agreement or not) other than as expressly set out in the Agreement or those documents.

37.3 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

38. SCOPE OF AGREEMENT

38.1 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of the other Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

39. NOTICE

39.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered personally, or by commercial courier, to each Party required to receive the notice at its address as set out in the Service Order or at such other address as the relevant Party may specify by notice in writing to the other.

39.2 Any notice shall be deemed to have been duly given:

39.2.1 if delivered personally, when left at the address referred to in the Service Order; or

39.2.2 if delivered by commercial courier, on the date of signature of the courier's receipt.

39.3 The provisions of this clause shall not apply to the service of any process in any legal action or proceedings where the normal legal rules as to delivery will apply.

40. LAW AND JURISDICTION

40.1 The Agreement and all disputes or claims arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England.

40.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle all disputes or claims that arise out of or in connection with the Agreement or its subject matter.

SCHEDULE 1

DEFINITIONS

Agreement: means the agreement between Natural England and the Contractor consisting of these General Terms, the Service Order, the Special Terms and any other documents (or parts thereof) specified by Natural England.

Business Day: a day when the clearing banks are open for business other than a Saturday, Sunday or public holiday in England or Wales.

Capacity: means as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

CDM Regulations: means the Construction (Design and Management) Regulations 2007 and any amendments, consolidation or re-enactment of the same.

Code: means the Department for Constitutional Affairs Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of FOIA.

Confidential Information: means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including the Management Information, information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998.

Contract Period: means the period of duration of the Agreement from the commencement date in accordance with the Service Order.

Contract Price: means the price exclusive of any applicable tax, payable to the Contractor by Natural England under the Agreement, as set out in the Service Order, for the full and proper performance by the Contractor of its part of the Agreement as determined under the conditions of the Agreement.

Contracting Authority: has the meaning given to it in Regulation 3 of the Public Contracts Regulations 2006.

Contractor: means the person, firm or company with whom Natural England enters into the Agreement the details of which are set out in the Service Order.

Default: means any breach of the obligations of either Party (including but not limited to fundamental or persistent breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other.

Delivery Location: means, unless otherwise agreed in writing by Natural England, the location set out for delivery in the Service Order.

Employment Regulations: means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Engagement: means the engagement of the Contractor by Natural England to provide the Services on the terms of the Agreement.

Environmental Targets: means cross governmental environmental objectives, including an obligation to:

conserve energy, water and other resources; and

reduce waste and minimise the release of greenhouse gases, acid rain precursors, volatile organic compounds and other substances damaging to health and the environment as a result of activity on, or related to the government estate.

Existing Intellectual Property Rights: means any Intellectual Property Rights of the Contractor used in the provision of the Services that was in existence prior to the Commencement Date which was not specifically created for use or intended use in relation to the performance of the obligations under this Agreement.

Force Majeure: means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventative action by the Party concerned, including (but not limited to) mandatory compliance with any governmental regulations, acts of God (including fire, flood, earthquake or other natural disaster), war or terrorist attack. For the avoidance of doubt, it does not include any strikes, lock outs or other industrial action occurring within the Contractor's organisation or within any sub-contractor's organisation or any non-performance by the Contractor's suppliers and sub-contractors.

General Terms: these terms and conditions.

Good Industry Practice: means using standards, practice, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which one would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

Goods: means any goods agreed in the Service Order to be supplied to Natural England by the Contractor (including any part or parts of them).

Health and Safety Requirements: all applicable health and safety legislation, rules, policies and regulations and other reasonable security requirements that Natural England has in force from time to time.

Intellectual Property Rights: means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

Law: means applicable law, statute, bye-law, regulations, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

Management Information: means the information required from the Contractor pursuant to the OGC procurement policy note (Action Note 06/10 05March 2010), taking into account the category of spend of the Agreement and as further described in the Service Order.

Natural England: means Natural England of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX.

Natural England Data: means:

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 and which are:

supplied to the Contractor by or on behalf of Natural England; or

which the Contractor is required to generate, process, store or transmit pursuant to the Agreement; or

any personal data for which Natural England is the data controller.

OGC: means the Office of Government Commerce.

Party: means any party to this Agreement individually and "**Parties**" refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question.

Payment Profile: means the payment profile and any milestones for payment identified in the Service Order.

Premises: means the location at which the Services are to be provided as specified in the Service Order.

Project Officer: means the person for the time being appointed by Natural England as being authorised to administer the Agreement on behalf of Natural England or such person as may be nominated by the Project Officer to act on its behalf.

Regulatory Body: means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Agreement or any other affairs of Natural England.

Replacement Contractor: means a firm, company or organisation with which Natural England contracts to provide the Services or service which is substantially the same type of services (in whole or in part) after termination of the Agreement.

Resulting Intellectual Property: means individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made and any Intellectual Property Rights created by one or more members of Staff of the Contractor or its sub contractors acting either on their own or jointly with one or more employees of Natural England in performance of the Services.

Service Order: the order form (being either in the form of the engagement letter, service order form or framework agreement and work package order) from Natural England to the Contractor setting out the specification and requirements.

Services: means any such Goods or services as are to be supplied by the Contractor under the Agreement more particularly described in the Service Order.

Special Terms: the special terms of Natural England applicable to the type of Services to be provided by the Contractor, including the additional terms agreed and included in the "special terms" section of the Service Order.

Staff: means all persons employed by the Contractor to perform the Agreement together with the Contractor's servants, agents and sub-contractors used in the performance of the Agreement.

Staff Vetting: Natural England procedures and departmental policy for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989. For the avoidance of doubt, unless otherwise notified by Natural England, only Staff members involved in handling confidential or sensitive information as part of the Services or who will be required to have unsupervised access to Natural England's Premises will need to be subject to the full Staff Vetting Procedures.

Timetable: the timetable for the provision and completion of the Services as specified in the Service Order for the Services.