



Department
for Environment
Food & Rural Affairs

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[REDACTED]
Centre for Ecology & Hydrology

Your ref: ITT_5088
Our ref: ecm_53854
Date: 14 December 18

Dear Sirs

Award of contract for the supply of options for environmental monitoring of pesticides & their impacts post EU exit

Following your proposal for the supply of options for environmental monitoring of pesticides & their impacts post EU exit to Natural England, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes and Schedules set out the terms of the contract between Natural England as the Customer and Centre for Ecology & Hydrology as the Contractor for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The Services shall be performed at the Contractor's premises.
- 2) The charges for the Services shall be as set out in Schedule 1.
- 3) The specification of the Services to be supplied is as set out in Schedule 2.
- 4) The Term shall commence on 17 December 2018 and the Expiry Date shall be 31 March 2020. However, as detailed in the ITT phase 2 is subject to funding approval for Phase 2. Should funding not be approved the Expiry Date shall be at the end of Phase 1, 31 March 2019.

5) The address for notices of the Parties are:

Customer

Natural England

[Redacted]

[Redacted]

[Redacted]

Contractor

[Redacted]

[Redacted]

6) The following persons are Key Personnel for the purposes of the Agreement:

[Redacted]

7) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.neg@sscl.gov.uk or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. Within 10 Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to Accounts-Payable.neg@sscl.gov.uk or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will be [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. 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. Please remember to quote the reference number above in any future communications relating to this contract

Yours sincerely,

[REDACTED]

Defra Group Commercial
Department for Environment Food & Rural Affairs

[REDACTED]



Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for Options for environmental monitoring of pesticides & their impacts post EU exit.

Contract Reference ecm_53854

December 2018



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THIS CONTRACT is dated

BETWEEN

NATURAL ENGLAND of Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX (the “**Authority**”); and

CENTRE FOR ECOLOGY & HYDROLOGY of UK Research and Innovation, Polaris House, Swindon, SN2 1FL (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

BACKGROUND

- a) The Authority requires the services set out in Schedule 1 (the “**Services**”).
- b) The Authority has awarded this contract for the Services to the Supplier and the Supplier agrees to provide the Services in accordance with the terms of the contract.

AGREED TERMS

1. Definitions and Interpretation

1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘**Approval**’: the prior written consent of the Authority.

‘**Authority Website**’: www.naturalengland.org.uk

‘**Contract Term**’: the period from the Commencement Date to the Expiry Date.

‘**Contracting Authority**’: an organisation defined as a contracting authority in Regulation 2 of the Public Contracts Regulations 2015.

‘**Controller**’: has the meaning given in the GDPR.

‘**Data Loss Event**’: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

‘**Data Protection Impact Assessment**’: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

‘**Data Protection Legislation**’: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

'Data Protection Officer': has the meaning given in the GDPR.

'Data Subject': has the meaning given in the GDPR.

'Data Subject Request': a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

'Default': a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

'Dispute Resolution Procedure': the dispute resolution procedure set out in Clause 20.

'DPA 2018': the Data Protection Act 2018.

'Force Majeure': any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier's supply chain.

'Fraud': any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

'GDPR': the General Data Protection Regulation (Regulation (EU) 2016/679).

'Good Industry Practice': standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

'Goods': all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

'Intellectual Property Rights': any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

'IP Materials': all Intellectual Property Rights which are:

- a) furnished to or made available to the Supplier by or on behalf of the Authority; or
- b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

'Law': any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply.

'LED': Law Enforcement Directive (Directive (EU) 2016/680).

'Personal Data': has the meaning given in the GDPR.

'Personal Data Breach': has the meaning given in the GDPR.

'Price': the price for the Services set out in Schedule 2.

'Processor': has the meaning given in the GDPR.

'Protective Measures': appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

'Replacement Supplier': any third party supplier of services appointed by the Authority to replace the Supplier.

'Staff': all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

'Sub-contract': any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

'Sub-contractor': third parties which enter into a Sub-contract with the Supplier.

'Sub-processor': any third party appointed to process Personal Data on behalf of the Supplier related to this Contract.

'Valid Invoice': an invoice containing the information set out in Clause 3.3.

'VAT': Value Added Tax.

'Working Day': Monday to Friday excluding any public holidays in England and Wales.

1.2 The interpretation and construction of the Contract is subject to the following provisions:

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing the masculine include the feminine and the neuter;
- c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- f) references to the Services include references to the Goods;
- g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2. Contract and Contract Term

2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the "**Services**") in accordance with the terms and conditions of the Contract.

2.2 The Contract is effective on 17 December 2018 (the "**Commencement Date**") and ends on 31 March 2020 (the "**Expiry Date**") unless terminated early or extended in accordance with the Contract. However, as detailed in the ITT phase 2 is subject to funding approval for Phase 2. Should funding not be approved the Expiry Date shall be at the end of Phase 1, 31 March 2019.

3. Price and Payment

3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.

3.2 The Authority shall:

- a) provide the Supplier with a purchase order number ("**PO Number**"); and
- b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

3.3 A Valid Invoice shall:

- a) contain the correct PO Number;
- b) express the sum invoiced in sterling; and
- c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

3.4 The Supplier shall submit invoices to the Authority at the following addresses: Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ

3.5 The Supplier acknowledges that:

- a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
- b) invoices which do not include the information set out in Clause 3.3 will be rejected.

3.6 Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

4. Extension of the Contract

4.1 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to 6 months.

5. Warranties and Representations

5.1 The Supplier warrants and represents for the Contract Term that:

- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- b) the Contract is executed by a duly authorised representative of the Supplier;
- c) in entering the Contract it has not committed any Fraud;
- d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- h) to the best of its knowledge and belief having made reasonable enquiries it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- j) it will comply with its obligations under the [Immigration, Asylum and Nationality Act 2006](#).

5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

- a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
- b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and

- c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6. Service Standards

- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
 - a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred; or
 - b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.
- 6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.
- 6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- 6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.
- 6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

7. Termination

- 7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.
- 7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:
- a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the [Mental Health Act 1983](#);
 - b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the [Insolvency Act 1986](#), or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;
 - c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
 - d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
 - e) subject to Clause 7.3, the Supplier commits a Default;
 - f) there is a change of control of the Supplier; or
 - g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).
- 7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8. Consequences of Expiry or Termination

- 8.1 If the Authority terminates the Contract under Clause 7.2:
- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and

- b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

8.2 On expiry or termination of the Contract the Supplier shall:

- a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
- b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

8.3 Save as otherwise expressly provided in the Contract:

- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9. Liability, Indemnity and Insurance

9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- a) death or personal injury caused by its negligence;
- b) Fraud or fraudulent misrepresentation; or
- c) any sort of other liability which by law, cannot be excluded or limited. .

9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.

9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

- 9.4 Subject to Clause 9.1:
- a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
 - b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.
- 9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.
- 9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10. Confidentiality and Data Protection

- 10.1. Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.
- 10.2. Clause 10.1 shall not apply to any disclosure of information:

- a) required by any applicable law;
 - b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
 - c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
 - d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.
- 10.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.
- 10.4. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 10.5. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure

to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

c. ensure that:

- (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Supplier's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and

d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

- (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
- (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

- e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:
- a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.
- 10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- a. the Authority with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

- d. assistance as requested by the Authority following any Data Loss Event;
 - e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- a. the Authority determines that the processing is not occasional;
 - b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10.11. The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- 10.12. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- a. notify the Authority in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Authority; and
 - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.
 - d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 10.14. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 10.15. The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard

clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

- 10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11. Freedom of Information

- 11.1. Both Parties acknowledge that they are subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Information Acts") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 11.2. If either Party receives a request for information relating to the Contract pursuant to either of the Information Acts, then they will notify and consult with the other, but both the Authority and the Supplier acknowledge that whichever party receives the request for information may, acting in accordance with the legislation, disclose such information as necessary in order to comply with its duties under the Information Acts. For the avoidance of doubt the party which receives the request for information under the Information Acts shall retain complete discretion in determining whether or not an exemption applies or whether information should be released in accordance with a request for information it receives.

12. Intellectual Property Rights

- 12.1 Any Intellectual Property Rights owned or controlled by the Supplier prior to the commencement of or independently from the Services, and which the Supplier uses or contributes in the course of performing the Services ("Background Intellectual Property Rights") shall remain the property of the Supplier.
- 12.2 The IP Materials shall vest in the Authority. Once the Authority has approved the IP Materials and that Approval has been received by the Supplier, the Authority hereby grants the Supplier a perpetual, only to the extent this licence shall automatically expire once the IP Materials have been made publicly available under the terms of an Open Government Licence ("OGL"), irrevocable, sub-licensable, royalty-free right to use the IP Materials for academic and research purposes, including but not limited to research involving projects funded by third parties provided that those parties gain or claim no rights to such IP Materials. For the avoidance of doubt the Supplier shall not have the right to commercially exploit

the IP Materials until such time as the IP Materials have been made available under the terms of an OGL.

- 12.3 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13. Prevention of Corruption and Fraud

- 13.1. The Supplier shall act within the provisions of the [Bribery Act 2010](#).
- 13.2. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.
- 13.3. The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14. Discrimination

- 14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.
- 14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15. Environmental and Ethical Policies

- 15.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

16. Health and Safety

- 16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.
- 16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.

- 16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.
- 16.4 The Supplier shall comply with the requirements of the [Health and Safety at Work etc Act 1974](#), and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.
- 16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) shall be made available to the Authority on request.

17. Monitoring and Audit

- 17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.
- 17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.
- 17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18. Transfer and Sub-Contracting

- 18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.
- 18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:
- a) remain responsible to the Authority for the performance of its obligations under the Contract;
 - b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
 - c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;
 - d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.
- 18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - b) any private sector body which performs substantially any of the functions of the Authority.
- 18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

19. Variation

- 19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "**Variation**").
- 19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.
- 19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:
- a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or
 - b) refer the request to be dealt with under the Dispute Resolution Procedure.

20. Dispute Resolution

- 20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.
- 20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

- 20.5 A neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21. Supplier’s Status

- 21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.
- 21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22. Notices

- 22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or

sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

23. Entire Agreement

23.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

24. Third Party Rights

24.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

25. Waiver

25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26. Publicity

26.1 The Supplier shall not without Approval:

- a) make any press announcements or publicise the Contract or its contents in any way; or
- b) use the Authority's name or logo in any promotion or marketing or announcement.

26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

26.3 In accordance with clause 26.1 if the Supplier wishes to use, present or publish the methods and results of the Services it shall provide the Authority with a copy of any intended publication for review and comment at least thirty days prior to its submission for publication and or release into the public domain, as the case may be, and the Authority shall have the right to approve or reject all such publications

prior to their submission and/or release, such approval not to be unreasonably withheld. If such publication or release is permitted in accordance with this clause the Supplier shall acknowledge the Authority's support in any such publications or presentations containing the results or methods of the Services.

27. Force Majeure

- 27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.
- 27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28. Governing Law and Jurisdiction

- 28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

29. Electronic Signature

- 29.1 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.
- 29.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system ("**Bravo**").
- 29.3 No other form of acknowledgement will be accepted.

SCHEDULE 1 - SPECIFICATION OF SERVICES

Specification

This project seeks to review some of the accepted approaches to the way we measure the impacts and risks in pesticide use, as well as the ways in which monitoring for those impacts is funded. There is currently heavy reliance on cross-EU mechanisms for approval of active substances in plant protection product. Whilst this is unlikely to change as we leave the EU, our exit from the EU does present risks and opportunities, requiring us to have a clear vision of how we will continue to authorise products to meet the needs of UK agriculture without causing unacceptable impacts on the environment.

In broad terms, much of the effort currently in terms of pesticides research and investment is placed in understanding and quantifying environmental risks at the point of pesticides approval and authorisation, and much less is focussed on systematically understanding impacts of pesticides on the environment once authorised and on the market. Whilst surveillance programmes such as the Wildlife Incident Investigation Scheme (WIIS) and the Predatory Birds Monitoring Scheme (PBMS) provide data on some aspects of pesticide residues in wildlife in England, the former relies on reporting of mortality incidents, whilst the latter currently has very limited coverage of pesticides, so currently no systematic long term monitoring exists to assess pesticide residues in wildlife or in the terrestrial environment.

Under the Water Framework Directive (WFD), the Environment Agency monitors for ~35 hazardous chemicals ('priority substances') for which EQS are set in order for waters to meet 'Good Chemical Status', the goal set for water bodies under the WFD. In addition a 'Watch List' of (currently 17) chemicals are monitored which may represent an emerging risk to the environment but for which little data exists. Given that the aquatic environment is much better monitored, and with the EA taking the lead on this area, it is considered out of scope. Instead this project will focus on how we might systematically detect chemical exposure in soils and terrestrial wildlife.

A more risk-based approach to monitoring impacts and risks post-marketing would focus investment where there is greatest uncertainty of risks to the environment, and enable assessment of the effectiveness of policy approaches intended to manage risks in pesticide use, such as stewardship campaigns, product types or specific management requirements.

A risk-based approach could place more responsibility for monitoring the use and effects of chemicals on manufacturers and suppliers, with associated requirements for funding of systematic monitoring. The level of precaution applied in regulation would also need to be scaled to the level of knowledge about the effects of the pesticides, which in turn is improved through monitoring, benefitting industry while ensuring environmentally safe doses are maintained.

The outcomes from this project are intended to inform Natural England's thinking on environmental monitoring, and environmental monitoring of pesticides in particular. This in turn will shape our advice on potential policy approaches and contribute to public and stakeholder confidence in authorisation processes into the future. Whilst the focus at this stage is primarily on plant protection products, there are some overlaps with the way in which biocides, veterinary medicines and

pharmaceuticals might impact and be monitored in the terrestrial environment. It may be possible to extend the scope to some of these products where there are obvious synergies.

Aim

To develop a selection of proposals for an environmental monitoring programme for pesticides and wildlife, including mechanisms for monitoring chemical exposure in soils and terrestrial wildlife, its role in understanding environmental effects and informing policy action, and models for funding the scheme.

Detailed requirement

This project will examine the different models for evaluating impacts of pesticides on wildlife following pesticides authorisation.

It will provide a comprehensive review of methods for monitoring chemical exposure in terrestrial wildlife, including what methods are available, what questions they address, how they are funded, what are their strengths and weaknesses are.

The project would determine whether a more risk-based approach to monitoring and evaluating impacts might be feasible, focussed for example at gathering more information in circumstances where authorisation is contingent on more rigorous risk management by farmers or other users (e.g. where safe use is reliant on industry stewardship programmes, on effective incorporation of pesticide into the soil, or use of buffer zones to protect non crop habitats).

The project would determine the costs and benefits (in terms of better environmental understanding) and different funding models (including for example through charges on industry, assurance schemes as well as programmes funded by government and agencies) for different approaches to post authorisation pesticides environmental (wildlife) monitoring.

Phase 1 (Jan 2018-March 2019)

Review of environmental monitoring approaches in the UK and other jurisdictions and within the scientific literature and initial scoping of options for more detailed analysis;

- In phase 1 this project will review existing ways of monitoring chemical exposure in the terrestrial environment (mainly aimed at pesticides – but may be any chemicals which have an ecological impact). It will consider those methods used e.g. in other jurisdictions, but not confined to those in use but also covering potential tools which have only seen R&D or small scale use.
- It would need to review existing monitoring schemes and potential methods for strengths and weaknesses, and what they are used for or might be used for.
- How existing schemes are managed and funded (in the UK and other jurisdictions).
- We are looking for a light touch on the report at the end of phase 1 but more on the analysis for further review (via presentation).
- Conclusions should be drawn from this review as to what methods and models should be investigated further for full options appraisal in phase 2.
- This contract will coincide with a Defra run contract “Comparison of worldwide pesticide regulatory regimes” (insert link to ITT). It is expected that the successful supplier will

liaise with the supplier on that contract in order to obtain information on environmental monitoring through their research.

Phase 2 (April 2019 – March 2020)

Analysis of options suited to UK (England) circumstances, stakeholder discussions and evaluation of potential funding mechanisms.

Phase 2 is contingent on securing funding. However it is expected that the contract continue over both phases with no retendering should phase 2 funding be secured. As such, the tenderers should bid for both parts.

- In phase 2 the contract will then go on to scope the pros and cons of various potential monitoring approaches and tools, including exploring funding models.
- The options considered at phase 2 should not be constrained by existing models.
- In phase 2 the project should set out potential frameworks for an “idealised” scheme and go on to consider various options short of that based on realistic constraints, and consider possible funding routes for each.
- Discussions should be had with stakeholders through phase 2 to help shape the review and options appraisal, and to provide their expertise and opinions. They should also be consulted on the draft report. All stakeholder consultation and feedback should be documented as part of the final report. The supplier is responsible for identifying the range of stakeholders, which will be agreed with the NE project manager. In addition to the project steering group it is likely to include the following groups:
 - Pesticides Delivery Board
 - Expert Committee on Pesticides
 - Pesticides Forum
 - Wildlife & Countryside link
 - The Voluntary Initiative

Outputs

By March 2019, draft literature review, proposals & plans for phase 2. We do not require a formal report at this stage, but would prefer a briefing paper and oral presentation.

By March 2020: Final report including literature review, options appraisal and stakeholder feedback. This will be in the format of a written report.

Contract management

The Natural England Project Manager will be the main point of contact. A project steering group will also be set up consisting of representatives from Defra policy and science teams and from HSE’s Chemicals Regulation Division.

Phase 1:

This group will meet twice face to face (at the start and end of the contract) and via teleconference at regular points throughout the contract.

Phase 2:

The Steering Group will meet virtually on a bi-monthly basis, and face to face twice during the year. It is envisaged that suitable opportunities will be sought (e.g. via existing meetings/conferences) to consult collectively with stakeholders, and well as having individual contact with specific key stakeholders during the year.

Travel and Subsistence

The supplier will be responsible for all travel and subsistence costs related to the work and the supply of all labour, material, and equipment.

Supplier Approach

Phase 1

- Close liaison with project steering group. Initially, this would be done at a “kick-off” meeting with the steering group to articulate and clarify specific requirements for the literature review (including most helpful way to summarise key information on method, funding arrangements, strengths and weaknesses for review by the steering group), agree breadth of stakeholder network, and agree proposed Phase 1 meeting schedule. Although specified in the tender as a “face to face” meeting, the short timing between contract award and Christmas makes this challenging and initial rapid kick off meeting may be better through Tele- or Video-conference.
- Close and early engagement with stakeholder network.
- Critical review of post-registration pesticide monitoring methods and schemes in the terrestrial environment from around the world. This will be the key activity in the First Phase and will be sub-contracted to Fera Science, Chemical Regulation team who have a long track record of work and knowledge in this area through their post-registration monitoring work (for WIIS and Pesticide Usage Survey (PUS)), and conducting ecotoxicology and environmental fate studies for regulators and commercial companies on pesticides and other chemicals used in the environment. The team also has links to other national and international monitoring networks (e.g. WILDCOMS, International Commission for Plant Pollinator Relationships (ICP-PR)).

The review will first prioritise information about relevant national schemes. These will include: the PUS; WIIS; PBMS; past Countryside Survey monitoring by CEH and its developing follow-on rolling soil and herbage surveys; the Game & Wildlife Conservation Trust's Chick Food Index. It will also include new developing areas such as Rothamsted' earthworm survey on agricultural soils, CEH's developing National Capability work both on developing pesticide application maps (which can be linked to measures of toxicity loadings maps to develop a toxicity loading index) and CEH's National Honey Monitoring Scheme.

This review will summarise the key information, agreed at the kick off meeting, for those schemes. It will also examine how other schemes elsewhere function and are funded (such as the SAGIR network in France) using published information and through direct contact with the relevant monitoring scheme leaders.

The specification requires that the review will include analysis of chemical monitoring methods, not necessarily restricted to Plant Protection Products (PPPs). CEH will restrict this element to consideration of key methods likely to be relevant to current and potentially new post-registration monitoring of PPPs. CEH have budgeted for review of some 50-75 papers maximum.

- Assimilation of key information from Phase 1. Draft report and presentation with list of schemes/methods to be taken forward to Phase 2.

Phase 2

- One-2-one interviews with “current and developing monitoring schemes/methods”. CEH will undertake one-2-one interviews with key individuals in organisations that are running current or developing new schemes/methods – these will have been agreed with the steering committee following reporting from Phase 1. The interviews will undertake more in-depth analysis of:
 - i. Key questions/elements that the monitoring addresses;
 - ii. Current strengths and weaknesses,
 - iii. Ability to adapt/change, for example to focus on specific risk areas;
 - iv. Delivery of outputs that are consistent with and/or enhance the developing chemical risk metrics in Defra’s 25 year environment plan;
 - v. Current likely future funding models and options.

- Workshops. These will be a key element to realising the ambition of Phase 2. At this stage CEH propose two workshops but will finalise number within available resource, size and scope with the project steering committee. The first workshop will cover the technical aspects of the various elements that would comprise a tiered pesticide monitoring schema. These technical aspects would include consideration of: (quantitative and qualitative) information provided on change in exposure and risk to terrestrial wildlife; adaptability to focus on uses of “high” risk PPPs; identification of critical information gaps and how they could be filled; elimination of duplication (multiple elements providing essentially the same information); how to assess the power of each element to detect change; ability to report against the developing Defra 25 year environment plan metrics. The output would be a refinement of initial proposals for a monitoring scheme.

The second workshop will focus on these refinements and specifically examine (existing and potential new) funding models, including incentives and barriers to funding, uptake, and acceptance. The output would essentially be a draft implementation plan for potential future monitoring of pesticide risk to terrestrial wildlife.

It is anticipated that the two workshops would, to some extent, require inputs from different types of stakeholders and thereby should be run as separate events. The first would require technical specialists, regulators/policy-makers and academics, while the second would require user groups and stakeholders, such as representation from the Pesticides Delivery Board, Pesticides Forum, Wildlife & Countryside link and the Voluntary Initiative.

- Wider stakeholder consultation. CEH will run a wider on-line invited stakeholder consultation on the draft monitoring schema and implementation plan and thereby capture the feedback of stakeholders who CEH have not been able to include in the workshops. CEH will also request feedback (by submitting paper for comment and/or requesting presentation opportunities) with key stakeholder groups, such as the Expert Committee on Pesticides.
- Final written report. This will describe the final iteration of the draft monitoring schema and implementation plan within this tender, following on from the wider stakeholder feedback.

Summary of proposed data sources

CEH will use Web of Science searches which includes access to BIOSIS, CABI, Current Contents Connect, Medline and Zoological Record and open access searches such as Google scholar.

Approach to stakeholder consultation

CEH will identify early in the project, in collaboration with the project steering group, CEH's extended stakeholder network. CEH will initiate early contact with them, informing them of the project aims and methods, outlining the engagement plan and requesting their engagement with the key elements of that plan. This is intended to manage their expectations while providing them with opportunities to input to the project and its deliverables.

Approach to information collection, review and presentation

CEH will undertake systematic evidence review of both the technical and grey literature available for all relevant information. This will include published novel proposals of which CEH are already aware, such as those outlined by Milner and Boyd (2017). CEH will also gather information about what non-UK PPP monitoring schemes exist through our links in international monitoring networks and through our wider networks such as SETAC Wildlife Interest Group and the European Raptor Biomonitoring Facility (funded by EU COST programme) and LIFE-APEX, a new EU LIFE programme examining monitoring of apex predators and their prey for priority chemicals. Through sub-contracting Phase 1 to Fera, CEH will also draw on their experience with regulatory work for PPP's.

Systematic recording of search terms and results and records of individuals and organisations canvassed for information will be maintained so that the methodology is transparent, repeatable and attributable. Literature searches are likely to acquire several thousand potential references and also repeated references. Therefore, CEH will agree at the outset with the project steering group the most suitable and transparent processes for refining them and targeting those with relevant data to summarise for the review.

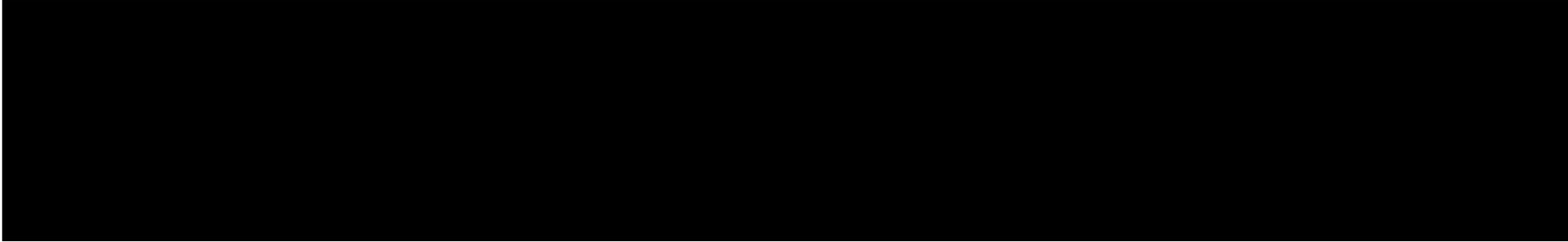
References:

Milner, A.M., & Boyd, I.L. 2017. Toward pesticidovigilance. *Science* 357 (6357) 1234-1234.

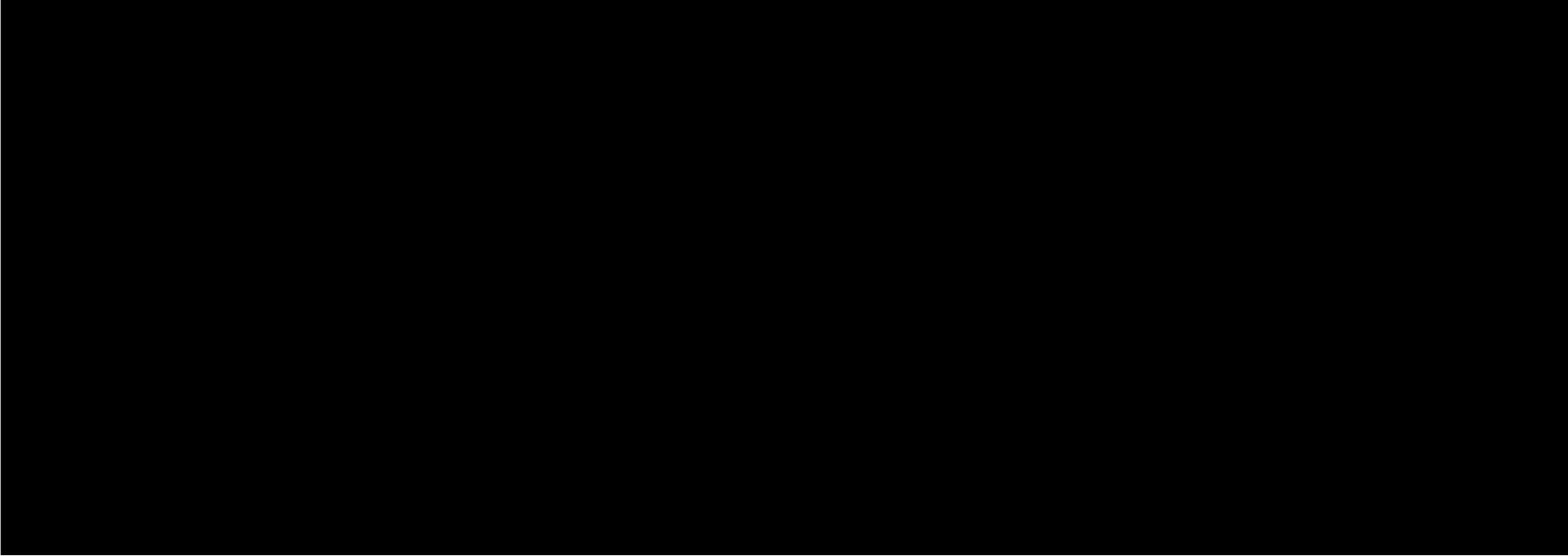
SCHEDULE 2 - PRICES

Resource Costs				Price (excl. VAT)
Task	Name	Day rate	No. days	

Resource Costs				Price (excl. VAT)
Task	Name	Day rate	No. days	



Other costs				Price (excl. VAT)
Item	Description including applicable milestone	Unit Cost	Quantity	



	Total No Days	Cost
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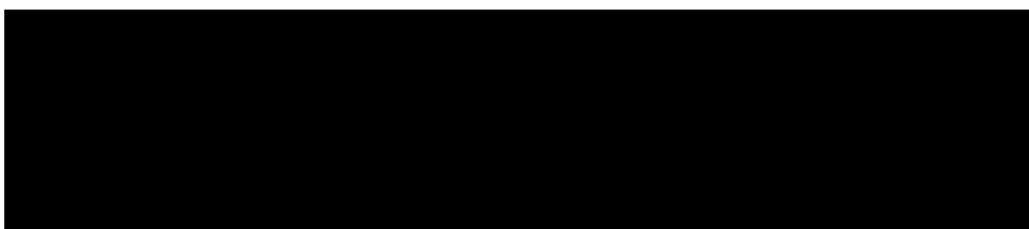
Total Costs		£44,280.71
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SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The contact details of the Customer Data Protection Officer are:

DGC.GDPR@defra.gsi.gov.uk

2. The contact details of the Contractor Data Protection Officer are:



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

Data Processing descriptor	Narrative
Subject matter of the processing	Personal Data is processed by the Supplier in connection with providing the Services requested by the Customer in accordance with the Contract
Duration of the processing	Processing will continue for the duration of the provision of the Services.
Nature and purposes of the processing	To obtain stakeholder viewpoints and comments to fulfil requirements of the contract. Stakeholder data will not be altered and will only be used for the purpose that is set out to the participants Processing is carried out under Public Task
Type of Personal Data	Names and contact details, personal viewpoints and comments.
Categories of Data Subject	Staff, volunteers, agents, temporary workers, and stakeholders related to the purpose of the project.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The data will be kept in accordance with 17.2 of the Short Term Contract and the use of Article 30 to determine proportional data storage.</p>
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