



Department
for Environment
Food & Rural Affairs

Short Form Contract Contract for Services

Contract Reference ITT_4883

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Annex 1

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1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>Non-Ministerial Department; or</p> <p>Executive Agency;</p>
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;
“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this

	Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (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”	means 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;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
[“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of processing.]
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means 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”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means 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;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;

“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 In these terms and conditions, unless the context otherwise requires:
- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
 - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
 - 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
 - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
 - 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor’s notification of acceptance via Bravo within [7] days of the date of the Award Letter.

3. Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:

- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
- 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
- 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
- 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- 3.2.5 comply with all applicable laws; and
- 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
- 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, "sub-contract" means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any

objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the

coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Contractor hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
- b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

10. Governance and Records

10.1. The Contractor shall:

10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2. The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's

representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11. Confidentiality, Transparency and Publicity

11.1. Subject to clause 11.2, each Party shall:

11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2. to its auditors or for the purposes of regulatory requirements;

11.2.3. on a confidential basis, to its professional advisers;

11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and

11.2.6. where the receiving Party is the Customer:

a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12. Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, 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.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, 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.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer 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 Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer 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 Agreement (and in particular Schedule 1);

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:

1. are aware of and comply with the Contractor's duties under this clause;
2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
3. 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 Customer or as otherwise permitted by this Agreement; and
4. 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 Customer has been obtained and the following conditions are fulfilled:

- i. the Customer or the Contractor 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 Customer;
- ii. the Data Subject has enforceable rights and effective legal remedies;
- iii. the Contractor 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 Customer in meeting its obligations); and
- iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, 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.

- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer 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 Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- a. the Customer with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - d. assistance as requested by the Customer following any Data Loss Event;
 - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;
 - b. the Customer 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 Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
 - b. obtain the written consent of the Customer;

- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer 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 Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.
- 13.17. [Where the Parties include two or more Joint Controllers as identified in Schedule 1, in accordance with GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of Clauses 13.1 to 13.14 for the Personal Data in respect of which they are Joint Controllers.]

14. Liability

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
 - 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:
 - a) loss of profits;
 - b) loss of business;

- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15. Force Majeure

15.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16. Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Contractor with immediate effect if the Contractor:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;

- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
 - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17. Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
 - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Contractor shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

18.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining

provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

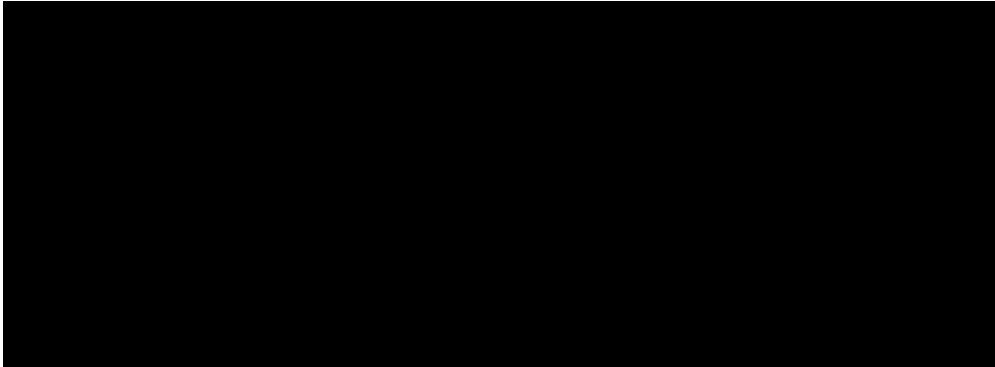
- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22. Governing Law and Jurisdiction

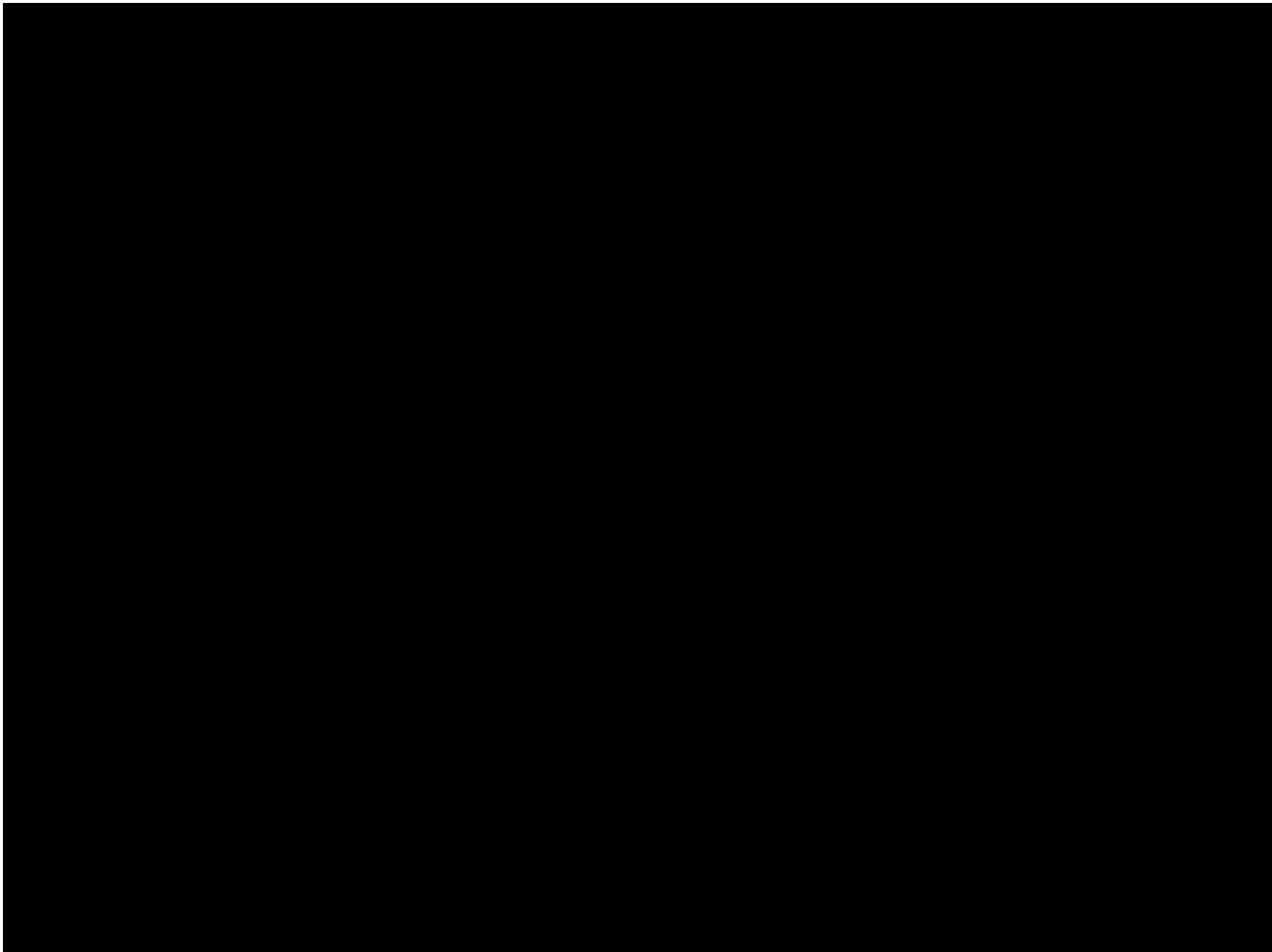
- 22.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.



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





Specification of Services

Aim:

The Department for Environment, Food and Rural Affairs (Defra) is commissioning research to develop a “complexity evaluation framework”, which is intended to inform the commissioning of evaluation across the remit of Defra (which includes the environment, food, farming, fishing and rural affairs).

The use of the term ‘evaluation framework’ in this context describes a structure and set of guiding principles to shape evaluation approaches for different programs or initiatives. This structure will ensure that complexity thinking is embedded into evaluation design. The complexity evaluation framework is intended to ensure that commissioned evaluations adequately account for the uncertain context, behaviour, intersectionality and adaption which may have an effect on implementation of a new policy.

A number of evaluation frameworks currently exist to support policy evaluation, such as the [Policy Evaluation Framework](#)¹, [Rainbow Framework](#)² and [Developing and Evaluating Complex Interventions: New Guidance](#)³. However, no single evaluation framework meets Defra requirements to bring together considerations of its policy areas with recent developments in complexity thinking in evaluation.

The primary purpose of this framework is to equip Defra commissioners of evaluation (which may include analysts and policy makers), with a checklist of core considerations to ensure that evaluations are robust and sufficiently consider the implications of complexity theory. The framework is intended to increase the use and usability of evaluation for both commissioned and internally-led evaluation across the department. The final output is intended to be an actionable complexity evaluation framework, accompanied by a supporting evidence report to be used as a resource in commissioning evaluation.

Scope:

The framework will guide the collection of robust and actionable evaluation evidence to support the development of new Defra policy (which might also have relevance for other policy and evaluation areas). The framework will also provide guiding principles to support rapid-feedback evaluation approaches. By this, we mean the framework will guide collection of relevant data, to provide key stakeholders with timely and reliable feedback on the impact of policy changes on outcomes. In developing new policies in uncertain environments, it is essential that evaluations are able to quickly identify benefits, disbenefits, and unintended impacts.

Background:

Defra recognises the importance of policy evaluation to monitor the impact of policy on people, industry, other organisations, and the environment. Defra’s commitment to evaluation is identified in the [supplementary evidence report](#) of the [25 Year Environment Plan](#) which highlights the need for robust evidence to accurately estimate the impact of policies.

It notes a number of monitoring and evaluation questions:

¹ EU Fusions (2016) *Policy Evaluation Framework*

² BetterEvaluation (2014) *Rainbow Framework and Planning Tool*

³ Medical Research Council (2006) *Developing and Evaluating Complex Evaluations: New Guidance*

- How are the pressures on our natural assets changing?
- How well are our interventions working?
- Has our natural environment improved?
- How have our natural assets and the benefits they provide changed?

However, in delivering new and innovative policies, evaluators and policy professionals will face increasing challenges in addressing the uncertainties of rapid policy generation in a space of significant complexity. This complexity is characterised by interdependencies, a rapidly changing context, feedback loops, and adaptation.

A range of resources already exist for policy and evaluation professionals (including social researchers, economists and other analysts), to develop policy and evaluation within the environmental space. Resources across central government include the [Better Regulation Framework Guidance](#)⁴ and the ROAMEF policy cycle set out in HM Treasury's [Green Book](#)⁵. For evaluation, guidance includes HM Treasury's [Magenta Book](#)⁶, but currently there is no comprehensive guidance which fully considers the specific challenges faced by the evaluation of environmental initiatives whilst also addressing complexity.

Environmental policy development frequently occurs in a context where there is significant uncertainty. Where there are many diverse components, which interact in adaptive and nonlinear ways. These can be characterised as 'complex systems'. Policy development increasingly requires consideration and planning for this complexity, therefore drawing on concepts from complexity theory to address upcoming challenges. Equally, policy evaluation increasingly requires complexity to be a central consideration. Evaluation thinking has begun to adopt approaches to address these challenges including:

- Rapidly responding and adapting to emergent behaviour (of consumers, businesses, agencies and other groups affected by policies);
- Engaging in iterative cycles of design, data collection and learning;
- Engaging stakeholders throughout the development, implementation, and review of policy;
- Fully exploring the context within which policy and its evaluation is being applied;
- Identifying non-linear causal pathways, and achievement of multiple or partial outcomes;
- Assuming limited capacity to alter, rather than control, complex systems⁷.

In recognition of the importance of complexity thinking in evaluation, Defra is one of a number of organisations which provide funding to [the Centre for the Evaluation of Complexity Across the Nexus](#) (CECAN), which gives further consideration to embedding complexity thinking into evaluation.

Defra is now seeking to operationalise complexity thinking to ensure evaluation adequately incorporates complexity. To meet this aim, the "complexity evaluation framework" is intended to provide a toolkit for commissioners of evaluation to adequately consider complexity, and to deliver insight through evaluation that helps policy makers navigate complexity.

⁴ Department for Business, Energy and Industrial Strategy (2018) *Better Regulation Framework: Guidance*

⁵ HM Treasury (2013) *The Green Book*

⁶ HM Treasury (2011) *The Magenta Book*

⁷ CECAN (2018) *Policy evaluation for a complex world*

A framework for addressing complexity in evaluation will lead to evaluations that both demonstrate the impact and value for money of new policies, and also enable rapid feedback to allow for adaptive implementation of policy.

Objectives:

1. To develop a Complexity Evaluation Framework which identifies considerations which commissioners of evaluation should take into account when designing, commissioning, and delivering evaluation in complex contexts. The complexity evaluation framework will be a 1 to 2 page summary of key considerations for evaluations divided into thematic areas and will provide commissioners of evaluation with:
 - a. Specific, actionable considerations around complexity within environmental, food, farming and rural policy implementation (e.g. how the implementation of a new environmental programme may lead to feedback and subsequent rapid changes in a system);
 - b. Considerations which can be built into rapid data collection methods, to allow for evaluation data to aid policy implementation;
 - c. Key questions to be answered by evaluation, based upon the considerations outlined in 1(a) and 1(b) including suggestions for appropriate data collection points, relevant sources of data and data proxies to begin to address these key questions;
 - d. A common structure to frame learning from evaluation to allow for identification of best practice in policy implementation across environment, food, farming and rural affairs.
2. To produce a supporting evidence report of no more than 30 pages, which will provide commissioners of evaluation utilising the framework with:
 - a. Further guidance on what can be done to:
 - i. address the key questions arising from 1(c), and;
 - ii. deliver the structure described in 1(d);
 - b. Explanation as to the advantages of, and consequences of not, addressing the aforementioned aspects of complexity thinking;
 - c. The evidence base for the assertions made including a summary of evidence gathered during the stakeholder interviews and evidence review, (with citations to published literature).

Methods:

It is anticipated that the methods used to develop the complexity evaluation framework would be a rapid evidence review and approximately ten stakeholder interviews both with internal and external stakeholders. However, tenderers are invited to propose alternate methodologies within their bid (Technical question E02), if they consider variation on this proposed methodology may better meet the objectives of the research.

It is anticipated that the research will involve a rapid evidence review, within which it may be helpful to answer the following questions:

1. What are the challenges posed in policy implementation by complex systems?
2. What specific challenges exist within environmental, food, farming and rural issues?
3. How can evaluation be used to address the challenges posed by complexity within policy implementation across environmental, food, farming and rural issues?

4. How can evaluation be designed to address complexity and provide rapid feedback to inform policy implementation?

It is intended that the evidence review would draw on academic, practice-based and, where relevant, grey literature. This method is expected to provide the most up to date overview of current thinking to include in the development of the framework, and also provide the potential for updating in the future as the evidence base expands.

To ensure that evidence reviewed is relevant to Defra evaluation, it is anticipated that the successful tenderer will undertake approximately ten interviews, with subject matter experts and/or stakeholders, to answer the following questions:

1. Do the challenges outlined in the evidence review reflect the experience of those commissioning and utilising evaluation evidence?
2. Do particular concepts of complexity theory have a greater or lesser importance in policy evaluation within environment, food, farming and rural affairs areas?
3. What additional challenges not covered by the findings of the literature review should be considered?
4. Does evaluation have a role beyond that identified in the literature in addressing complexity in policy implementation?

The Strategic Policy Evaluation and Social Research (SPESR) Project Officer at Defra, will be able to facilitate introductions to relevant Defra group contacts where necessary.

Taken together, the product of the evidence review and interviews (or alternate methods proposed which can achieve the same objectives), should provide insight on the overarching research question which the complexity evaluation framework aims to address, of: *what considerations should commissioners of evaluation take into account when designing, commissioning, and delivering evaluation in complex contexts?*

The SPESR project team have carried out some preliminary thinking on what issues the complexity evaluation framework may need to address. Below, we have presented a summary of some aspects of complexity thinking which may be relevant to different stages of the policy cycle. This highlights potential issues which policy evaluators may face in delivering complex evaluation. However, this preliminary thinking has not been developed through an extensive review of evidence and represents early ideas of where the framework may be focussed.

Policy cycle stage:	Consideration:	Aspect of complexity thinking ⁸ :
Development	Advantages/challenges of previous policy assessed	Path dependency
	Threats / opportunities the policy is seeking to address	Non-linearity
	Horizon scanning to identify how to build policy into environment	Unpredictability
	Potential groupings or actors which have not been anticipated	Unknowns
Options	Evidence of efficacy of policy levers considered	Levers and hubs
	Wider policies / stances / technology already adopted	Path dependency
	Dependency upon external / partner organisations	Multi-level systems
	Current organisations and structures may alter	Change over time
Consultation	Communication of new policy to other orgs ALBs	Distributed control
	Infrastructure developed/adapted to support new policy	Emergence
	Communication of new policy to general public	Awareness
	Cumulative impact with other policies	Intersectionality
Enactment	New learning about complex environment in which policy operates	Emergence
	Impact of new policy on existing policy areas	Nested systems

⁸ CECAN (2018) [The visual representation of complexity: definitions, examples and learning points](#)

Review	Organisational change and learning	Adaptation
	Change in public knowledge	Awareness
	Changes/ re-organisation of policy system	Adaptation
	Sustained impact of new policy on reliant policy areas	Intersectionality
	Review of policy / ground for new associated policy	Feedback
	Relevance of policy in changing context	Dynamic system
	Long timescales for progress	Temporality

Deliverables and Timetable:

Specific deliverables will be required from the successful tenderer during the course of this project. These deliverables are anticipated to be provided as MS Word (in draft) and PDF documents (once finalised), MS Excel spreadsheets and MS PowerPoint presentations.

All deliverables are required to be shared with the SPESR Project Officer by email, except for meetings and presentations which would require face to face meetings. Below is a timetable detailing the key milestones within the project.

Project Milestone	Detail	Dates
Inception meeting and agreement on methodology	Meeting to discuss the proposed approach to the project.	Week commencing 7th January 2019
Deliverable 1 Project Plan	A project plan is required to be sent to the SPESR Project Officer, following commissioning and the inception meeting between Defra and the successful tenderer. This is intended to provide a refined (if necessary) and justified methodology beyond the original proposal; detailed risk register; and project timeline.	Week commencing 14th January 2019
Deliverable 2 Interim Presentation and review of collected data	An interim face to face presentation which covers methods, findings, progress and issues to date. A separate spreadsheet detailing the data collected to date, should also be shared with the SPESR Project Officer prior to the meeting.	Week commencing 18th February 2019
Deliverable 3 Draft complexity evaluation framework and supporting evidence report	A draft complexity evaluation framework and supporting evidence report, providing an explanation of the evidence substantiating the framework. Within the supporting evidence report, the quality of evidence should be rated and any caveats associated with interpretation must be clearly communicated. For example, where studies have been included which have not yet been peer reviewed by other academics.	Week commencing 29th March 2019

<p>Deliverable 4</p> <p>Final Complexity evaluation framework, supporting evidence report and Rapid Evidence Review Findings file</p>	<p>The final complexity evaluation framework will incorporate comments relating to the draft evaluation framework. It will be a 1 to 2 page summary of key considerations for evaluations divided into thematic areas and include:</p> <ul style="list-style-type: none"> • Specific, actionable considerations around complexity within environmental, food, farming and rural policy implementation; • Considerations which can be built into rapid data collection methods to allow for evaluation data to aid policy implementation; • Key questions to be answered by evaluation, based upon the considerations outlined above including suggestions for appropriate data collection points, relevant sources of data and data proxies to begin to address these key questions; • A common structure to frame learning from evaluation to allow for identification of best practice in policy implementation across environment, food, farming and rural affairs. <p>The final supporting evidence report will incorporate comments from the draft supporting evidence report. It shall be no more than 30 pages (Arial font, size 11) and should provide:</p> <ul style="list-style-type: none"> • Further guidance on what can be done to address each identified aspect of complexity thinking within evaluation; • Explanation as to the advantages of, and consequences of not, addressing the aforementioned aspects of complexity thinking; • The evidence base for the assertions made including a summary of evidence gathered during the stakeholder interviews and evidence review (with citations to published literature). <p>The Rapid Evidence Review Findings File shall be provided as a comprehensive electronic file (such as a MS Excel spreadsheet). This will</p>	<p>Week commencing 29th April 2019</p>
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	include a full source list of the evidence gathered during the evidence review and stakeholder interviews. This should also detail the process used in the Evidence Review.	
Deliverable 5 PowerPoint Presentation of Findings	A presentation incorporating a summary of findings from the framework will be required to be delivered to a number of key project stakeholders within Defra by the successful tenderer. The meeting is intended to last no longer than three hours. A digital copy of the presentation given, will also be required to be shared with the project team following the presentation.	Week commencing 6th May 2019

Financial Arrangement: The Contractor will be paid by invoice following satisfactory completion of deliverables 1, 2, 3, 4 and 5 as set out above.

E01 - Understanding of the specification of requirements

We understand that Defra wishes to commission research to develop a 'complexity evaluation framework' (CEF) to inform the commissioning of evaluation across the remit of Defra. The CEF will need to be evidence-based, concise, practical and integrate insights covering:

- The implications of complexity for the theory and practice of policy evaluation
- The nature and challenges of policy in Defra and the role of evaluation evidence in informing policy implementation and development
- Current and future challenges related to evaluating environmental policy
- An understanding of the range and scope of issues within the Defra policy remit

The CEF will draw on academic and grey literatures, will be tailored to the needs of policy-makers and analysts, and consideration of Defra's particular policy needs and analytical frameworks.

Understanding of current issues in the policy remit of Defra

The challenges that Defra faces are considerable, given the number of pressing and interlinked social, economic and environmental pressures that cut across the water-energy-food-rural nexus. For example, working to develop sustainable and resilient agricultural and marine sectors and thriving rural economies whilst also addressing issues of uneven rural development, continued biodiversity loss, climate change and associated health and wellbeing impacts. In addition, as Defra is one of the most heavily Brexit-impacted departments, the policy and practice changes that will follow our departure from the EU, such as, leaving the Common Agricultural Policy (CAP) and the Common Fisheries Policy (CFP) - alongside delivering the policy objectives of the 25 Year Environment Plan (25-YEP) - will require both specific, and broad ranging, evaluation activities that take full account of complexity across the policy cycle.

Clearly, the 25-YEP represents the primary vehicle framing Defra's future policy agenda. Setting out, as it does, an ambitious, cross cutting, multi-objective response to the challenges facing the natural environment. The 25-YEP seeks to be both nationally and internationally transformative, by promoting a strong healthy environment agenda delivered via a natural capital approach underpinned by the principle of environmental net gain. The plan acknowledges explicitly and centrally the complexity of this challenge and the interaction with other policies, as well as clearly identifying complementarities with the Government's Industrial Strategy and Clean Growth Plan.

A thorough understanding of the requirement for an evaluation framework which addresses complexity

There is a diverse literature covering, policy-making, delivery, evaluation and complexity and also numerous examples of guidance on evaluation and complexity. For instance, Gates (2016) developed a framework of six core evaluation activities arguing that complexity affects all of these, from: 1) supporting social problem solving; 2) framing an intervention and its context; 3) selecting and using methods; 4) engaging in valuing; 5) producing and justifying knowledge; and 6) facilitating use. The leading edge of evaluation practice within and outside government is aware of and responding to these challenges. For example, with CECAN input (see case study two in E04), Government guidance is being revised to deal with the challenges posed by complexity to policy development, implementation and evaluation. Specifically, the Magenta Book is undergoing revision

to include an Annex highlighting how complexity approaches and methods can be applied in different evaluation contexts. Recognising these issues, CECAN has engaged with Government Departments (i.e. Defra and BEIS) and Agencies (i.e. FSA and Environment Agency) to identify complex evaluation challenges advancing 'complexity-appropriate' approaches and methods to address them. For instance, we have applied participatory systems mapping as a means to map key elements and drivers of the 'energy trilemma' with BEIS, and with Defra we have employed the same process to map the future environment, agriculture and rural system identifying key factors influencing policy outcomes across areas such as environmental land management and animal and plant health and welfare. Also, with Defra, we have used an Evaluation Methods Toolkit to highlight complexity-appropriate methods for use in the evaluation of the Rural Development Programme for England (RDPE), and Bayesian Networks to evaluate bovine tuberculosis eradication policy and risk factors. In the case of the Environment Agency (EA), a key implementer of Defra policy, we have used Qualitative Comparative Analysis to help the EA develop a behavioural approach to how they tackle environmental waste crime. These examples demonstrate that CECAN's complexity-appropriate evaluation approach is both rigorous and holistic, and: (i) emphasises adapting to emerging findings; (ii) mandates iterative cycles of design, data collection and learning; (iii) engages a wide spectrum of stakeholders at all stages; (iv) embraces the full complexity of the policy and context being evaluated; (v) assumes we can only steer complex systems, rather than control them fully.

Awareness of the current and future challenges in evaluation of environmental policies

The challenge is synthesising relevant guidance based on good quality evidence that is tailored to the operational needs of Defra's policy and objectives and is in a form appropriate to users and scalable across the Department. The supplementary evidence report to the 25-YEP makes complexity and systems-based thinking a key component of the natural capital approach that underpins the plan. Stating that environmental problems are 'best managed through accepting and embracing complexity' and solutions will require co-learning; building up understanding of key components and their interdependencies. This approach to policy is a giant step, both conceptually and practically, from the traditional step-by-step model of policy making captured in the ROAMEF cycle of the Green Book, and the frequently linear and constrained way of evaluating policies, such as the RDPE, mandated by the EU Common Evaluation Framework. CECAN's work with Defra's Rural Development and Future Farming teams has highlighted the key evaluation challenges they face, such as: (i) identifying adequate counterfactuals; (ii) establishing attribution and causality given the range of interventions and system variables; (iii) capturing and measuring socio-economic and environmental interactions; (iv) measuring impact against a broader range of market and non-market outcomes; (v) comparing different scales of impact and (vi) designing and evaluating new policy to replace the CAP after EU exit. This knowledge is being used to consider different approaches to evaluation that are complexity-appropriate for the 2019, and ex post evaluation of RDPE, as well as construct the Future Farming and Countryside 'system' to help design new policy and evaluation strategies.

Knowledge and understanding of the requirements faced during policy implementation and the role of evaluation in providing insight to shape policy development

We are aware that Defra has associations with a complex network of delivery and implementation agencies such as Natural England, the Marine Management Organisation, the Environment Agency etc., which have different statutory duties and functions central to enabling Defra to fulfil its policy obligations. The development of a complex evaluation framework will need to be cognizant of how

the interactions between these organizations and their key stakeholders impact the delivery of core policy outcomes across Defra's portfolio. A key message emerging from CECAN's drafting of an Annex on complex evaluation for the revised Magenta book, is that evaluation, properly designed and managed, can provide a useful resource to enhance understanding of a complex policy and its emerging impacts and promote dialogue and communication between the multiple stakeholders involved, including different organisations and professional disciplines, or those involved in planning and delivery at different levels. Several emerging evaluation approaches to address the challenges of complexity, such as developmental evaluation, theory based strategies and agent based modelling are particularly effective in creating opportunities for this kind of engagement. Learning arising from this dialogue, along with evaluation findings, if fed back into the policy process, can help to guide the policy through any unanticipated changes arising in the wider context, or in response to the policy itself.

Gates, E. F. (2016). Making sense of the emerging conversation in evaluation about systems thinking and complexity science. *Evaluation and Program Planning*, 59, 62-73.

doi:<http://dx.doi.org/10.1016/j.evalprogplan.2016.08.004>

E02 – Methodology

Introduction: general overview of our methods and approaches

The aim of this project is to equip Defra commissioners of evaluation with a checklist of core considerations to ensure that evaluations are robust and sufficiently consider the implications of complexity. The final output will be an actionable Complexity Evaluation Framework, accompanied by a supporting evidence report to be used as a resource in commissioning evaluation.

CECAN and the team members named in this proposal have already accumulated considerable practical experience and understanding about complexity and policy evaluation, and this will be used to inform the design and delivery of the current specification. In particular, we would draw on the following work by team members:

- A *rapid evidence review* commissioned by Defra on the range of methods available to evaluate the implementation and impact of complex environmental policies on complex systems and *Scoping the remit and feasibility of a policy evaluation centre for Defra*, undertaken in 2013, which explored the challenges of developing evaluation in Defra
- Experience by members of the team in undertaking evaluations for Defra
- Experience of designing and delivering evaluation training to analysts across government
- A suite of case studies exploring the potential of new methods to help navigate real-world complex challenges faced by Government departments and agencies including Defra, BEIS, the Environment Agency and the Food Standards Agency
- A Magenta Book Annex on complex evaluation, providing guidance for evaluation commissioners and evaluators, commissioned as part of the latest refresh of HM Treasury's Magenta Book
- Designing a Syllabus for Evaluation of Complex Policies and Programmes for policy analysts

Through the above work we have already undertaken considerable analysis of the key challenges that complexity creates for those commissioning and undertaking policy evaluation and identified and tested (via practical case studies with Government departments and agencies) ways in which these challenges might be addressed. We have also undertaken a synthesis of existing and emerging evaluation approaches and methods in terms of how these can help address these challenges, and developed frameworks and tools to help evaluation commissioners choose appropriate methods under different sets of circumstances. The programme of work outlined below is designed to build on our understanding of the specific challenges of complex evaluation faced by Defra and the best ways in which these can be addressed, via additional review of literature and research, and interviews with key stakeholders.

The proposed work comprises the following five activities:

1. Start up and project plan
2. Interviews
3. Rapid Evidence Review
4. Synthesis of information and development of guidance
5. Preparation of final evaluation framework and presentation

We would take an iterative approach to the work, undertaking the three key activities – the evidence review, interviews and the development of guidance – alongside each other, enabling each one to inform the others.

The resulting complexity evaluation framework is intended to increase the use and usability of evaluation for both commissioned and internally-led evaluation across Defra. Therefore, drawing on our experience of how evaluation capacity can best be developed, we would also incorporate an understanding of the way in which the ability of the individual policy maker or analyst to commission a particular evaluation approach can be constrained or supported by wider factors in the broader organisational and cultural context. Several CECAN activities (including two fellowships) are currently exploring these challenges.

Each of the activities and the methods associated with them are presented in more detail below.

Activity 1: Start up and project plan

The first task following the commissioning of this piece of work will be to set up an inception meeting with the SPESR Project Officer in the week commencing 7th January 2019 to discuss our overall approach, and to make any adjustments to this that might be required by Defra. Also covered in this meeting would be:

- identification of interviewees for activity two
- initial discussion of the search terms to be used and scope of the rapid evidence review
- details of ongoing points of contact between the research team and the SPESR project officer
- identification of additional Defra documentation that will help to inform our understanding
- identification of any additional risks not identified in our proposal

Following the inception meeting, an elaborated project plan will be provided with further details about the recruitment of interviewees, the scope and process to be used in the rapid evidence review, the timing, location and membership of the proposed Defra workshops in February and March 2019, a detailed project timeline and proposals for the mitigation of any additional risks identified in the inception meeting.

Outputs from activity 1:

- **Deliverable 1 - Project Plan** (week commencing 14th January 2019)

Activity 2: Interviews

A set of interviews with key stakeholders would begin early in the project, with further interviews spread over the overall time period, enabling later interviews to probe into issues arising either from earlier interviews, or from the rapid evidence review. At least 10 interviewees would be identified in consultation with the SPESR Project Officer at the inception meeting, representing different roles and different aspects of Defra evaluation activities, including commissioning and undertaking and using the results of evaluation.

We anticipate this including analysts and policy makers from within Defra, representatives from agencies such as the Environment Agency and Natural England, and if appropriate, subject experts from outside Defra (for example, from Defra's academic panels, or the CECAN Advisory Board). The project team also has a wide network of relevant contacts it could draw on as additional suggestions.

To increase the pool of informants and data richness, we anticipate some interviews taking place one-to-one, and some via group interviews. Where appropriate, some will take place via Skype (or similar online platform) to help increase our geographical reach without incurring additional time and travel costs.

Interviews will be recorded and transcribed. The initial topic guide for the interviews will be based on:

- interviews we have already undertaken with policy makers and analysts (including analysts from Defra) undertaken prior to the establishment of CECAN and during CECAN's case study activities

- relevant literature on complexity in policy evaluation identified in activity three (see below)
- the key issues that Defra would like the Complexity Evaluation Framework to address

We anticipate the interviews to begin with an exploration of:

- which of the key challenges already identified in CECAN's existing body of work have particular relevance for the commissioning and use of evaluation in Defra
- any additional challenges not yet identified that need to be explored (these will feed into the rapid evidence review described in activity three below)
- which aspects of complexity have greater or lesser importance in the areas of environment, food, farming and rural affairs
- the role evaluation plays in helping to address complexity in policy development and implementation and how this can be enhanced
- any contextual (organisational, cultural or wider context related) factors that either enable, or provide a barrier to, the use of complexity-appropriate evaluation approaches and methods
- any resources (literature, websites, workshops or guidance) that the interviewee has found particularly useful, or less useful, in addressing the challenge of complexity

This would provide the starting point for interviews, but we anticipate some areas will be expanded in scope over time, incorporating insights from earlier interviews or from the rapid evidence review. In other areas, we would focus the questions more tightly in order to explore specific issues in increasing depth.

Activity 3: Rapid Evidence Review

Our understanding is that Defra wishes a rapid evidence review to be conducted to inform the development of the complexity evaluation framework and supporting evidence report. The Government Social Research Service lists six types of review methods, ranging from quick and non-systematic literature review to a full systematic review of reviews (GSR 2013). As UKERC (2015) notes on these options Rapid Evidence Review (RER) 'is of particular interest to policy researchers as it addresses the concerns of meeting the fast moving demands of policy makers while trying to maintain the rigour of full systematic review'. Our approach will follow the key steps of a Rapid Evidence Review, i.e. development and agreement of review protocol; searching for evidence; screening the evidence; extracting the evidence; appraising and synthesising the evidence; communicating the evidence.

This review will identify and synthesise high quality sources of evidence relevant to the development of a complexity evaluation framework. The first stage will be to develop and agree the review strategy with Defra: this will articulate the review's research questions, search terms, search strategy, inclusion and exclusion criteria for review sources, and methods of appraisal and synthesis. The development of an effective protocol from the outset is valuable for transparency purposes, for enabling user engagement and ensuring the final output meets user needs and expectations. As searches are conducted and material is identified and processed the search terms and inclusion criteria may need to evolve to give an appropriate quantity and quality of material to review.

As noted above, members of the research team have been immersed in the literature and research related to complexity, policy and evaluation in Nexus areas (and beyond) for several years and have already compiled one evidence review on this topic, commissioned by Defra, and reviewed relevant evaluation literature as part of the work on the Magenta Book Annex on complexity, and in the development and delivery of the CECAN Syllabus for Evaluation of Complex Policies and Programmes for future policy analysts and evaluators. A key task of the current RER will be to ensure that our proposals for a set of guidance for Defra are grounded in an up-to-date, targeted and thorough understanding of the current evidence.

Although there will be a broad discussion of search strategy and scope during the inception meeting, we anticipate that we will need at least two further meetings during the course of this review:

- to further clarify scope once an initial search of the literature has taken place (during or prior to the meeting with Defra in the week commencing 18th February 2019)
- to review the scope and content once interviews have been completed (possibly this could be part of the second Defra workshop in the week commencing 25th March 2019 - see Deliverable 3)

The RER Findings File will be collated in an MS Excel spreadsheet with a full set of references and source list.

Activity 4: Synthesis of information and development of guidance

The collation and synthesis of material from activities 2 and 3 will take place in the following stages:

- An internal workshop for members of the research team. This will be used to brainstorm around the key themes emerging and their implications for the design of a set of guidance for Defra
- An interim workshop with Defra at which a presentation on progress and findings to date, and key themes arising will be presented and discussed with the SPESR project team (and anyone else they wish to nominate). A central task will be to review the coverage of the RER and interviews, and refocus these if necessary on the topics of most relevance to the guidance
- Desk work to test, evidence and elaborate on these key themes and form of guidance
- Developing an interim presentation covering activities to date, findings, emerging themes and their implications for guidance
- A second workshop with Defra to test out the final framework and content of the guidance. We anticipate that this workshop will include a cross section of potential 'users' of the guidance, with membership agreed in consultation with the SPESR project team. Participants will be invited to express constructive criticisms and concerns about the content of the guidance and its relevance to their work, as well as discussing how the guidance can support evaluation activities at Defra
- It will be particularly important to ensure that any guidance emerging from the work to date is rigorously tested against: any evidence available (in the course of the Rapid Evidence Review or elsewhere) on the value and use of guidance of this kind; and its utility and practicality in a Defra context

Outputs from activity 4:

- **Deliverable 2 - Interim Presentation and review of collected data** (week commencing 18th February 2019): the methods, findings, progress and themes emerging to date will be presented at a workshop with Defra; a spreadsheet detailing the data collected will be shared with the SPESR Project Officer before the meeting
- **Deliverable 3 - Draft Complexity Evaluation Framework** (week commencing 25th March 2019): a draft Complexity Evaluation Framework will be presented at a second workshop with Defra, supported by an evidence report

Activity 5: Preparation of final evaluation framework and presentation

Following the March workshop, work will continue on the draft framework, exploring ways to address any points of concerns raised at the workshop by potential 'users' of the guidance, whether these relate to the content, the level of detail, or how the guidance is presented. While we anticipate that the RER and interviews will provide robust evidence in support of the points that Defra wish the guidance to cover, if there are areas in which the evidence is limited or conflicting, our aim will be to explore alternative routes to meeting these expressed needs.

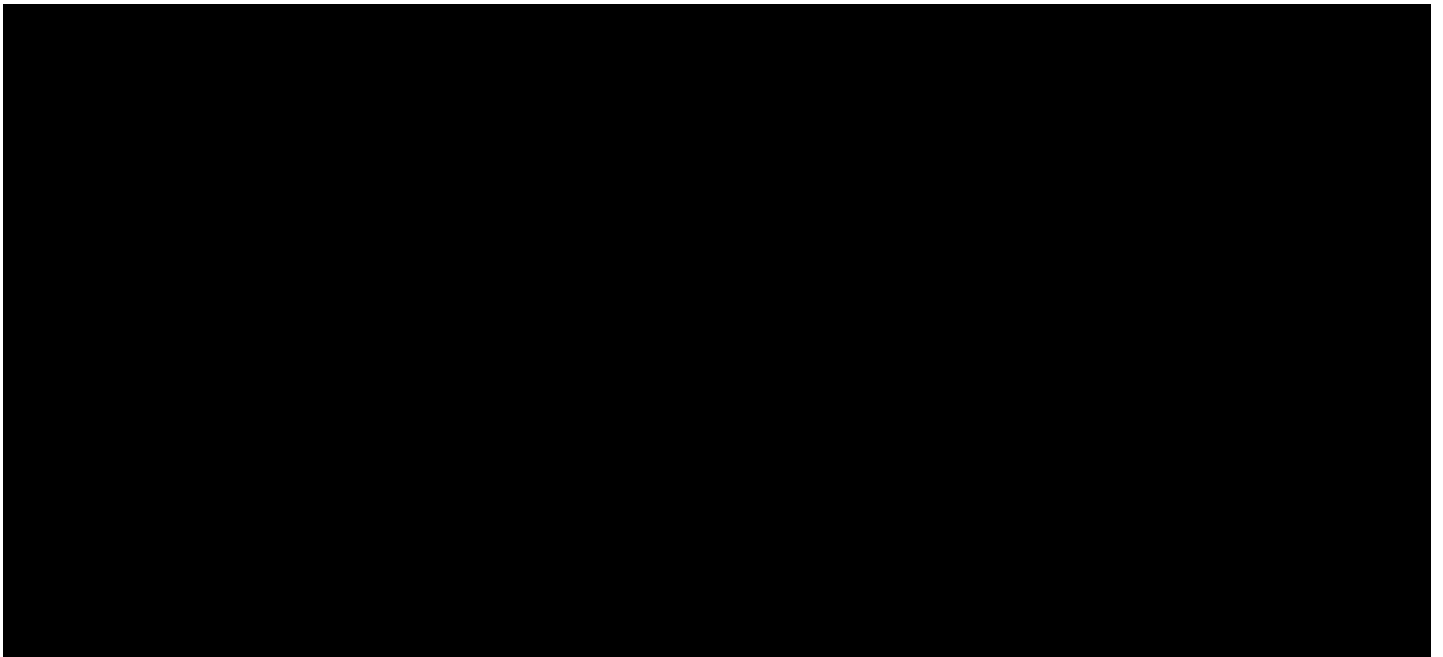
The guidance will provide:

- A common structure to frame learning from evaluation to allow for identification of best practice in policy implementation across environment, food, farming and rural affairs
- Specific, actionable considerations around complexity within environmental, food, farming and rural policy
- Guidance on how specific aspects of complexity can be addressed, and the advantages - and consequences of not - addressing these
- Considerations which can be built into rapid data collection methods to allow for evaluation data to aid policy implementation
- Key questions to be answered by evaluation, based upon the considerations outlined above including suggestions for appropriate data collection points, relevant sources of data and data proxies to begin to address these key questions

The report will be not more than 30 pages long with a 1-2 page summary. It will be accompanied by a Rapid Evidence Review Findings Excel spreadsheet with the full source list of evidence.

Outputs from activity 5:

- **Deliverable 4 - Final Complexity evaluation framework and supporting evidence report** (week commencing 29th April 2019)
- **Deliverable 5 - PowerPoint Presentation of Findings** (week commencing 6th May 2019): it is anticipated that this will involve a further presentation of a summary of findings from the framework to a number of key project stakeholders within Defra and the delivery of digital copy of the presentation for wider circulation



Quality assurance to ensure that the final outputs are robust

All the work will be carried out by experienced researchers. All study instruments, interim and final deliverables, will be reviewed by our internal peer review group, which includes two experienced practitioners who are members of the core team developing the Magenta Book annex on complex evaluation. All deliverables will be reviewed to ensure they are written in plain English and will be approved by the Project Director prior to issue. Our panel of experts and close working with Defra through, for example, our interviews and workshops, will ensure that the deliverables are robust and well matched to Defra's needs.

CECAN, including CECAN Ltd, is committed to assured quality and ethical standards throughout its research and professional activities. CECAN has a robust quality and ethics framework which is designed to comply with The Social Research Association Ethical Guidelines and the ESRC Research Ethics Framework. CECAN acknowledges the Joint Code of Practice for Research, issued by Defra and others, and we abide by The Government Social Research Code to ensure that our work is rigorous and impartial; relevant; accessible; legal and ethical. We require all sub-contractors to abide by the same standards and procedures. A more detailed Quality Assurance and Ethics statement can be supplied on request.

Risk Solutions is accredited to ISO9001:2015

TIHR's internal QA procedures are monitored by the Management Team, and supported by a comprehensive set of policies. They incorporate guidelines issued by relevant authorities, including the UK Quality Assurance Agency, the Social Research Association, the British Psychological Society and the UK and European Evaluation Societies.

Assessment of risks and how these will be managed and mitigated

Risk: Slippage of project timeline

Likelihood: Medium

Impact: Medium/high: time pressures on later stages of the project which may impact quality and/or delay key milestones and outputs

Mitigation: At the inception meeting the project team and Defra will agree working methods and communication arrangements for key project staff, the timeline for feedback and outputs and the dates of key meetings. Throughout the project the project manager will monitor progress and liaise with the Defra project contact over any emerging threats to the project timeline at the earliest opportunity.

Risk: Lack of engagement with/from key contacts, e.g. due to availability

Likelihood: Medium

Impact: Medium: slippage of project timeline; reduced evidence base for and usefulness of project outputs

Mitigation: A priority at the inception meeting will be to identify key contacts with input from Defra so that the dates for interviews and workshops can be settled in good time. The project team will also request feedback on project outputs at the earliest opportunity, with clear and reasonable deadlines for responses.

Risk: Receiving more feedback than can be processed effectively in the allocated time

Likelihood: Medium

Impact: Medium: slippage of project timeline and usefulness of project outputs

Mitigation: We strongly recommend receiving feedback in good time via a single point of contact in Defra to mitigate against this. Our iterative approach to developing the project outputs also helps to ensure that outputs will be relevant and useable.

Risk: Creep of project scope

Likelihood: Medium

Impact: Medium: slippage of project timeline and usefulness of project outputs

Mitigation: We will review and agree a shared definition of the project aims and scope at the inception meeting. Our data collection methods will be targeted to focus on the key issues of importance to Defra within the time and resources available under the current requirement.

Risk: The project produces outputs that are poorly grounded in evidence; and/or the project produces outputs that are not useful to Defra

Likelihood: Low

Impact: High: poor value for money for Defra, sub-optimal evaluation and policy designs

Mitigation: The experience and expertise of the project team in complexity, evaluation, research methods, and Defra's remit, combined with the collaborative and iterative nature of our methodological approach to developing outputs, help to ensure that the project outputs will be well grounded in evidence and useful to Defra.

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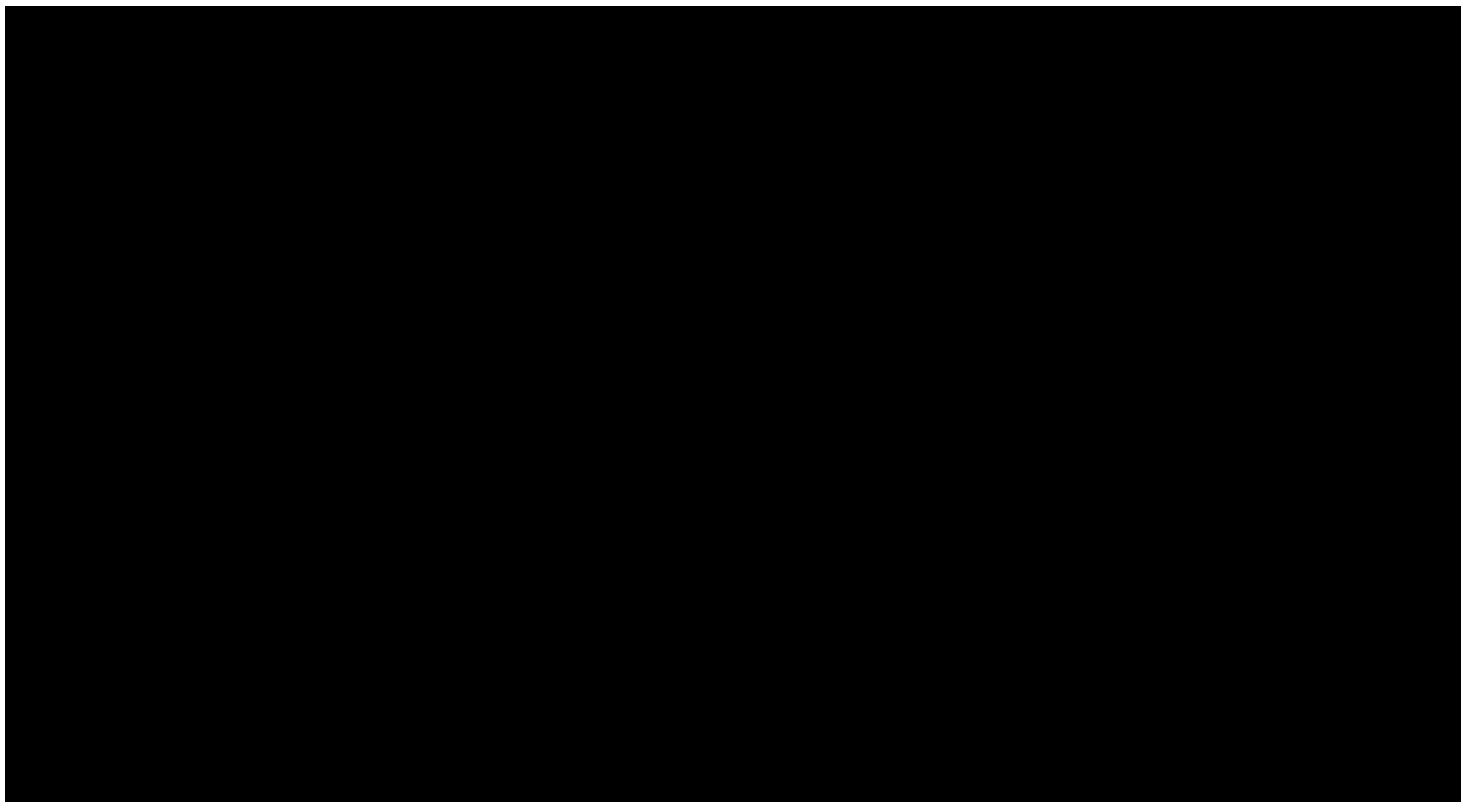
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Prices

1. The Authority will pay the Supplier no more than the fixed sum of
2. Invoices will be submitted upon satisfactory completion of the milestones stated in the Supplier's Commercial Workbook.
3. The Supplier shall provide the Authority an invoice of the eligible costs properly incurred by the Contractor in carrying out the project.
4. Subject to any variation of the project, the amount in Paragraph 1 shall remain throughout the duration of the agreement.
5. Within 30 days of receiving an invoice satisfactory to the Authority, the Authority shall pay to the Supplier, the amount of the eligible costs which the Authority reasonably considers to have been properly incurred by the Supplier in carrying out the project during the relevant period.



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