



Department
for Environment
Food & Rural Affairs

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Woodham Lane www.gov.uk/defra
Addlestone
Surrey KT15 3NB

[REDACTED]
wca Environment Ltd
Brunel House
Volunteer Way
Faringdon
Oxon
SN77YR

Your ref:
Our ref: 23337
Date: April 2018

Dear Sirs

Award of contract for the Assessment and validation of the Intermediate Dynamic Model for Metal with specific reference to the use of zinc as a veterinary medicine.

Following your proposal for the supply of the above referenced requirement to the Department of the Environment, Food and Rural Affairs (Defra), we are pleased to award this contract to you.

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

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

- 1) The Services shall be performed at wca Environmental Ltd
- 2) The charges for the Services shall be as set out in Schedule 2.
- 3) The specification of the Services to be supplied is as set out in Schedule 1
- 4) The Term shall commence in 9th April 2018 and the Expiry Date shall be 9th June 2018.

5) The address for notices of the Parties are:

Customer

[REDACTED]
Veterinary Medicine Directorate
Woodham Lane
Addlestone
Surrey
KT15 3NB

Contractor

[REDACTED]
[REDACTED]
wca Environment Ltd
Brunel House, Volunteer Way
Faringdon, Oxon. SN77YR

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

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

[REDACTED]

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

Payment

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

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

Liaison

For general liaison your contact will continue to be [REDACTED]
[REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract

Yours sincerely

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]



Department
for Environment
Food & Rural Affairs

Short Form Contract

Assessment and validation of the Intermediate Dynamic Model for Metal with specific reference to the use of zinc as a veterinary medicine.

Contract Reference 23337

April 2018

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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”	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: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
“Charges”	means the charges for the 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;
“Customer”	means the person identified in the letterhead of the Award Letter;
“DPA”	means the Data Protection Act 1998;

“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;
“Information”	has the meaning given under section 84 of the FOIA;
“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;
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Contractor or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“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;
“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:
 - 9.3.3 any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
 - 9.3.4 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,

- 9.3.5 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 Contractor shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2. Notwithstanding the general obligation in clause 13.1, where the Contractor is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Contractor shall:
 - 13.2.1. ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2. provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Contractor is complying with its obligations under the DPA;
 - 13.2.3. promptly notify the Customer of:
 - a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - b) any request for personal data; and
 - 13.2.4. ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3. 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.

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

SPECIFICATION OF REQUIREMENTS

This Section sets out the Authority's requirements.

Assessment and validation of the Intermediate Dynamic Model for Metal with specific reference to the use of zinc as a veterinary medicine.

Background

Zinc oxide has historically been used for the prevention of post-weaning diarrhoea in pigs. The zinc used as a medicine in pig feed is generally poorly absorbed by the animal and a relatively large proportion of the dose ends up in the manure, which is then recycled to agricultural land. Zinc is a naturally occurring element that does not degrade with time and so may accumulate in soil.

Not all the zinc present in soils is biologically active. Well-established and understood processes in the soil reduce the bioavailability of zinc to terrestrial organisms and also any subsequent leaching through soil profiles to ground and or surface waters. The extent to which these processes affect the availability of zinc from the application of manures is largely dependent upon soil properties. Further, the availability of zinc to aquatic organisms, if reaching surface waters, depends upon the properties of the water (e.g. dissolved organic carbon). Even when zinc is continuously added to soils in manure, it does not mean that the bioavailability of zinc to organisms continues to increase with adverse ecological effects.

This project will, through the use of UK-specific soil and water data, deliver an evidence-base to determine the impact of a five-year phase out on bioavailable zinc in soil. In order to understand the potential implications of activities which may be undertaken over prolonged periods of time, it is necessary to be able to predict what will happen under different use scenarios for the substance. Whilst measured data can provide an accurate reflection of current conditions, it is necessary to conduct modelling to predict what will happen in the future. The Intermediate Dynamic Model for Metal (IDMM), developed by the Centre for Ecology and Hydrology which was used in an EFSA project by Monteiro et al. (2010) and also used in Environmental Risk Assessment of a zinc oxide product, Gutal, is publicly available. The model has recently been modified by the developers to reduce uncertainties and specifically address the rather poor sediment assessment of the older model. The revised model provides a more realistic description of the fate of zinc in surface waters and particularly the potential for accumulation in sediments. Many of the alternative models have a much more empirical basis, and whilst they may be able to provide approximately equivalent calculations to those of the IDMM, may be more uncertain when extrapolated beyond the conditions under which they were developed.

The behaviour and fate of zinc in terrestrial and aquatic systems is now relatively well understood (e.g. EU RAR 2010). Models that can predict the ecotoxicity of zinc in soils and freshwaters have been validated under field conditions and have been shown to be to within a factor of two of the original predictions (e.g. Environment Agency 2008; Van Sprang et al. 2009). These models and the bioavailability concepts they account for are now included in routine UK regulatory activity for freshwaters and soils and wastes (e.g. Environment Agency 2010; Environment Agency 2017).

The IDMM enables predictions to be made of the accumulation and transport of metals in soils over extended periods of time, and allow estimates of exposures to be made for considerable periods into the future. The IDMM takes into account the local soil and climatic conditions in assessing the distribution of metals which are applied to the soil as manures, although it does not consider any net accumulation of organic matter in the soil as a result of manure application. Applied metal is distributed between the soil and runoff water according to the local conditions, with some soil types (e.g. heavy clay soils) tending to accumulate zinc in the soil, and other soil types (e.g. light sandy soils) tending to release a considerable proportion of the applied zinc into surface waters.

In order to deliver an evidence-base to determine the potential risks due to the use of zinc, a number of exposure scenarios will be developed. The exposure scenarios will be designed to represent emissions resulting from the use of zinc when following best practice under relevant environmental conditions. Scenarios will be developed based on relevant soil types for the UK, with a focus on any which are likely to represent worst case conditions (either for zinc accumulation in soil or for zinc transport to freshwaters), or are likely to be especially important in terms of UK pig farming.

The exposure scenarios will therefore aim to represent the range of zinc bioavailability conditions in the UK, in addition to those already available and parameterised for the IDMM. Soil scenarios which are already available from the CVMP assessment will be used where they are relevant to UK conditions, and these will be supplemented with additional scenarios where there are relevant UK soil types (e.g. in areas with pig farming and that might be deemed sensitive to exposures).

A spatial assessment will be performed in order to compare both sensitive and insensitive to areas of the UK, with regard to zinc accumulation in soil and zinc transport to the aquatic environment, based on soil properties. This could be combined with information on the levels of pig farming across the country to understand the potential risks.

We will make efforts to validate the predictions which are made by the IDMM against relevant datasets. It is likely that complete datasets covering all the appropriate compartments will not be available. However, by undertaking this exercise, gaps and information shortfalls will be identified that will inform the planning of any future validation exercise. In addition, an interpretive guide to the model, removing the 'black box' perception will be developed in order to allow challenge and substantiation. A detailed schematic and technically accessible narrative describing the model has been largely missing to date, and we would ensure that readers are able to understand the key concepts and data requirements and the relative sensitivity of inputs and defaults to the IDMM outcomes.

Therefore, the IDMM will be used to make predictions of zinc fluxes into the surrounding environment following the recommended pattern of use of zinc, as a veterinary medicine, in pig farming. The potential risks due to zinc will then be evaluated, taking account of the bioavailability of zinc in each environmental compartment in line with existing best practice.

The use of zinc, and any potential risks resulting from it, will be evaluated over an extended timescale in order to address the potential for the accumulation of zinc to problematic levels following extended periods of use.

Timing

It is envisaged the project will take 2 months from 9th April to 9th June 2018.

Project aims and objectives

The key objectives of this work are:

1. Develop exposure scenarios to represent the range of zinc bioavailability conditions in the UK. These will be developed specifically to represent, as far as possible, UK pig farming conditions where zinc veterinary medicines are likely to be used.
2. Utilise the IDMM to predict the distribution of zinc from applied manures, for the developed exposure scenarios in Objective 1, over a specified time frame of upto five years and several time periods of perhaps 10 and 20 years.
3. Predict the local risk from zinc exposures at appropriate time points (up to five years and then up to when a risk is identified) for each environmental compartment detailed from the exposure scenarios developed in Objectives 1 and 2, taking account of zinc bioavailability.
4. Perform a sensitivity analysis to identify the likely influence of any changes, in terms of the magnitude and direction, of any of the key parameters (e.g. soil organic matter content, precipitation) in the IDMM to assist in developing a focus for future validation and monitoring priorities.
5. Pseudo validate as many aspects of the IDMM as possible, utilising specific UK measured data. This is likely to involve validating portions of the IDMM against available data as opposed to the full model. Full validation is likely to be beyond the scope of this screening study, but key gaps will be identified and recommendations of how they may be filled will be made.
6. A technical summary of the evidence-base upon which the IDMM is based.
7. Develop an interpretive guide, in the form of a factsheet to the IDMM providing transparency and allowing challenge.

The following approach will be taken to deliver the project objectives.

1. Exposure scenarios will be developed to be representative of UK soil, sediment and water conditions that are encountered in pig farming regions (e.g. East Anglia). We will obtain scenario specific data from regulatory organisations that issue permits to intensive activities (Mat Davis, EA, Douglas Sinclair SEPA) and also pig-practice specific information from Industry representatives (e.g. National Pig Association). The scenarios will likely need to be relatively generic (for example tonnages bands for applications), in order to not compromise particular farms or locations (likely a condition of those providing data). The data collected here will shape the inputs to the IDMM. This is the most important step of the project as other tasks lead off from this one. A reasonable worst case emission scenario will be developed alongside scenarios representative of current industry best practice.
2. Inputs to the IDMM will be based on the same soil scenarios used in the previous assessments, where they are relevant to UK conditions, for consistency and comparability with previous assessments. The soil and climatic conditions from other scenarios will be modified to make them relevant to UK conditions if appropriate. Soil and climatic scenarios will be targetted towards those areas of the UK which are of greatest relevance for pig

farming, although a reasonable worst case scenario will also be developed if appropriate examples do not exist within the current UK pig farming areas represented.

3. The risk assessment will be undertaken utilising the effects assessment developed by wca for waters, sediments and soils for the Gula authorisation in 2015/16. The soil and waters zinc effects assessment are the same as those currently used by the Environment Agency. The time period will be adjusted to go up to 5 years and then beyond to the point at which a risk is identified. We will also attempt, for the sake of context, other potential zinc inputs to agricultural land and make a brief comparison with those specifically from piglet treatments.

4. A sensitivity analysis of the IDMM will be performed in order to identify the critical parameters in the worst case scenarios. The sensitivity analysis will enable identification of aspects of the modelling approach where there is greatest uncertainty, and validation is therefore of greatest importance. The sensitivity analysis will be predominantly focused on the reasonable worst case scenarios, anticipating that here will be separate scenarios which represent worst cases for the soil and aquatic environments. It is likely that the scenarios included in the sensitivity analysis will include at least one accumulating soil where added zinc predominantly remains in the soil, and one leaching soil where a considerable proportion of added zinc is transferred to surface waters within the timescales of interest.

5. Efforts will be made towards the validation of IDMM predictions for UK conditions as far as is practical within the scope of available datasets and the level of detail which they contain. This is likely to be limited to the validation of particular aspects of the overall model, and the timescales covered are likely to be rather limited. In many cases this is likely to be limited by the level of detail available to parameterise the model for the validation conditions, and any assumptions made regarding model inputs will limit the certainty of the validation process.

6. The technical basis of the IDMM will be detailed, including any key assumptions that are made.

7. An interpretative guide to the IDMM for technical, non-experts will be developed to facilitate understanding of the components of the model and how they interact to deliver the zinc exposures from pig manure application. We have considerable experience of developing factsheets and user-guides for regulators and industry and the output here will use that experience to deliver a print-ready PDF of just a couple of pages in length. The key aim would be to tackle the perceived insurmountable complexity.

The key outputs from the report will be:

A written report, of publishable quality, detailing the validation and assessment of the IDMM relevant to the UK. Embedded in this report will be the datasets behind the exposure and risk assessment undertaken for zinc. This report and the datasets will be the building blocks for future work in the area and form the evidence-base for VMD in relation to the zinc in pig-related veterinary medicines. The report will be formed of sections linked directly to the project objectives outlined in Section 2.2.

A factsheet on the IDMM will be produced to deliver an 'accessible' route to understanding the IDMM to technical, non-experts. This can be used as a communication tool with stakeholders and others in the regulatory community with interest in zinc loadings.

We would anticipate that a publication, at the very least a presentation at a European SETAC meeting, would also be one of the outputs. This would be to communicate with the broader scientific community and European regulators.

Milestones and deliverables

- Exposure scenario development
- Use of IDMM
- Risk Assessment
- Pseudo validation
- Technical summary of evidence base
- Factsheet development
- Sensitivity analysis
- Report finalisation

Contract management

The Contractor should consider the following contract management and update requirements:

- An inception meeting will be arranged and held within 2 weeks of the start of the contract. The meeting will be attended in person at VMD in Weybridge or via videoconference;
- Progress updates demonstrating progress against key milestones and deliverables, project risks and issues arising and looks forward to the next month to ensure deadlines will be met. Updates are required for the lifespan of the project or by mutual agreement with The Authority's project officer(s);
- Allowance of at least a week for the Authority to return consolidated comments on draft reports once received;
- Early and continuous engagement with the contractors on draft reports and project development.
- Details all appropriate risk assessment profile for the project with a clearly laid out mitigation plan. This profile will be a live document reviewed on a quarterly basis.
- Maintain appropriate project change logs and procedures

SCHEDULE 2 – PRICE AND PAYMENT ARRANGEMENTS

1. Subject to all work being completed satisfactory and in accordance with this Contract the Customer will pay to the Contractor **£23,100.00** (ex vat);

In addition to this amount, a sum equal to the Value Added Tax chargeable at such rate as may be in force from time to time on the value of the supply of the Work provided in accordance with this Agreement.

SCHEDULE 3 – KEY PERFORMANCE INDICATORS

Key Performance Indicators

- The contractor shall produce a Performance management report, detailing performance against KPI.
- The Contractor shall maintain their own management reports, including a Risk, Issues and Changes Log.
- Any performance issues highlighted in the quarterly reports will be addressed by the Contractor, who shall be required to provide an improvement plan (“Remediation Plan”) to address all issues highlighted within a week of the Authority request.
- The Authority shall hold meetings with the Contractor to discuss and agree the conduct of the Contract.
- The Authority shall hold quarterly review meetings with the Contractor to review the Contractor’s quarterly Performance Management reports and implementation of any improvement plan

Key Performance Indicators for agreement at Inception Meeting

No.	KPI	KPI Description	KPI Rating		
1	Reporting	Timeliness and accuracy of all reports	Below expectations	Meets expectations	Exceeds expectations
2	Project Management	Degree to which milestones and deliverables are completed within agreed upon schedule	Below expectations	Meets expectations	Exceeds expectations
3	Deliverable Quality	Deliverables are completed with a high level of quality, professionalism, and attention to detail	Occasionally meets expected quality	Regularly meets expected quality	Always meets expected quality
4	Innovation	Supplier continually provides innovative ideas (e.g. technology enhancements, process efficiencies, etc.)	Disagree	Neutral	Agree