



Department
for Environment
Food & Rural Affairs

www.gov.uk/naturalengland

Farm and Land Management Advice Framework Agreement

Reference: Project 24792

July 2019

© Crown copyright 2018

You may re-use this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence. To view this licence, visit www.nationalarchives.gov.uk/doc/open-government-licence/ or write to the Information Policy Team, The National Archives, Kew, London TW9 4DU, or e-mail: psi@nationalarchives.gsi.gov.uk

This document/publication is also available on our website at:
www.gov.uk/government/organisations/department-for-environment-food-rural-affairs
procurement@defra.gsi.gov.uk

SECTION 1

FORM OF AGREEMENT

THIS AGREEMENT is made on the 1st July 2019

BETWEEN:

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

AND

- (2)

[REDACTED]

WHEREAS:

- (A) The Authority placed contract notice 2019-040314 on 13th February 2019 in the Official Journal of the European Union to establish a multiple source framework for the supply of Farm and Land Management Advice Services.
- (B) On the basis of the Provider’s tender, the Authority selected the Provider to enter into a framework agreement to provide Services to the Authority and any Contracting Body on a Call-Off basis in respect of the Provider’s lot(s) in accordance with this Framework Agreement.
- (C) This Framework Agreement sets out the terms and conditions on which the Provider will supply the Services to the Authority and any Contracting Body and the procedure that the Authority and any Contracting Body will use to order Services from the Provider.
- (D) There is no obligation for the Authority and/or any Contracting Body to place orders with the Provider under this Framework Agreement.

NOW IT IS HEREBY AGREED as follows:

TERMS OF THIS FRAMEWORK AGREEMENT

1. The Authority appoints the Provider as a potential provider of Services in accordance with the terms and conditions of this Framework Agreement which comprises all the documents set out below and incorporates all the Standard Terms and Conditions set out in Section 2 and the Schedules and Appendices below.

2. This Framework Agreement comprises the following:

Section 1 Parties, Recitals, Terms, Signatures

Section 2 Standard Terms and Conditions of Framework Agreement

Schedule 1 Definitions

Schedule 2A Specification

Annex A Standard Activity Specifications

Annex B Examples of Non-Standard Activities

Annex C Map of Regional Lots

Annex D Examples of Advice Specifications

Annex E Reducing the Impact of Agricultural Ammonia Emissions on Health & the Environment

Schedule 2B Provider's Submission

Schedule 3 Pricing Matrix

Schedule 4 Call Off Procedure

Schedule 5 Call Off Terms and Conditions

Schedule 6 Order Forms

Schedule 7 Service Provider and Third Party Software

Schedule 8 Business Continuity and Disaster Recovery Terms and Template

Schedule 9 Change Control Notice

Schedule 10 Non-disclosure Agreement

Schedule 11 Data Processing Schedule

Schedule 12 Commercially Sensitive Information

3. Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("**Bravo**").

SECTION 2

STANDARD TERMS AND CONDITIONS OF FRAMEWORK AGREEMENT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Framework Agreement, unless the context otherwise requires:

- 1.1.1 capitalised expressions shall have the meanings set out in Schedule 1 to this Framework Agreement or the relevant Framework Agreement schedule in which that capitalised expression appears;
- 1.1.2 if a capitalised expression does not have an interpretation in Schedule 1 to this Framework Agreement or the relevant Framework Agreement schedule, it shall have the meaning given to it in this Framework Agreement. If no meaning is given to it in this Framework Agreement, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning;
- 1.1.3 words importing the singular meaning include, where the context so admits, the plural meaning and vice versa;
- 1.1.4 words importing the masculine include the feminine and the neuter;
- 1.1.5 reference to a clause is a reference to the whole of that clause unless stated otherwise;
- 1.1.6 references to any statutory provision, enactment order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- 1.1.7 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees; and
- 1.1.8 the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”.

1.2 Subject to clause 1.3, in the event and to the extent only of a conflict between any of the provisions of this Framework Agreement, the conflict shall be resolved, in accordance with the following descending order for precedence:

- 1.2.1 Section 1: Parties, Recitals, Terms, Signatures and Section 2: Standard Terms and Conditions of Framework Agreement and Framework Agreement Schedule 1 Definitions;
- 1.2.2 Framework Agreement Schedule 2A; and
- 1.2.3 Framework Agreement Schedules 2B-10 inclusive.
- 1.3 If there is any conflict between the provisions of this Framework Agreement and provisions of any Call-Off Contract, the provisions of the Framework Agreement shall prevail over those of the Call-Off Contract save that:
 - 1.3.1 any special conditions or variations set out in the Order Form (provided that such conditions or such variations do not amount to a material change of this Framework Agreement within the meaning of the Public Contracts Regulations) forming part of the Call-Off Contract shall prevail over the Framework Agreement and the Call-Off Terms and Conditions set out in Schedule 5.

2 TERM OF FRAMEWORK AGREEMENT

- 2.1 This Framework Agreement commences on the date set out at the top of section 1 (the “**Framework Commencement Date**”) and shall expire at the end of the third (3rd) Contract Year, unless it is terminated earlier in accordance with the terms of this Framework Agreement or otherwise by operation of Law.

3 SCOPE OF THE FRAMEWORK AGREEMENT

- 3.1 This Framework Agreement governs the relationship between the Authority and the Provider in respect of the provision of the Services by the Provider to a Contracting Body.
- 3.2 A Contracting Body (subject to the following provisions) may at its absolute discretion and from time to time order Services from the Provider in accordance with the Call-Off Contract award procedure specified in clause 6.
- 3.3 The Provider acknowledges that there is no obligation for the Authority or any Contracting Body to purchase any Services from the Provider during the term of the Framework Agreement.
- 3.4 The Parties agree that the Authority, on its own behalf and as agent for each of the Customers, shall:
 - 3.4.1 have conduct of all claims and disputes against the Provider pursuant to this Framework Agreement (with Customers having the right to conduct enforcement actions pursuant to their individual Call-Off Contracts);
 - 3.4.2 agree any variations to this Framework Agreement on behalf of all Contracting Bodies without their specific consent;
 - 3.4.3 have the right to enforce the terms, conditions, undertakings, representations, warranties and other provisions of this Framework Agreement; and

3.4.4 recover loss suffered by any of the Customers.

4 PROVIDER'S APPOINTMENT

- 4.1 The Authority appoints the Provider as a potential provider of the Services referred to in the Provider's Lots and the Provider shall be eligible to be considered for the award of orders for such Services in the Lots which they have been awarded, by a Contracting Body during the term of the Framework Agreement.

5 NON-EXCLUSIVITY

- 5.1 The Provider acknowledges that, in entering into this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Authority and any Contracting Body for Services from the Provider and that the Contracting Bodies are at all times entitled to enter into other contracts and arrangements with other providers and any other third parties for the provision of any or all Services which are the same as or similar to the Services.

6 CALL-OFF CONTRACT AWARD PROCEDURE

- 6.1 If a Contracting Body has a requirement for any of the Services in respect of any Lot to which the Provider has been appointed, the Contracting Body may award a Call-Off Contract to the Provider in accordance with the terms laid down in this Framework Agreement either by use of a Mini-Competition or by application of a Direct Award, as detailed in Schedule 4 Call off Procedure.
- 6.2 Any Contracting Body ordering Services under the Framework Agreement shall:
- 6.2.1 identify the relevant Lot into which its Services and requirements fall;
 - 6.2.2 determine whether it is appropriate to utilise the Mini-Competition approach or whether to apply the Direct Award procedure
 - 6.2.3 notify the successful Provider(s) of an Order following the process set out in Schedule 4 Call-Off Procedure, which:
 - 6.2.3.1 States the Services and requirements
 - 6.2.3.2 identifies the Lot in which the award is made
 - 6.2.3.3 states the price payable for the Services and requirements in accordance with the Pricing Matrix applicable for the relevant Lot; and
 - 6.2.3.4 refers to this Framework Agreement and the Call-Off Terms and Conditions
- 6.3 If the Provider:
- 6.3.1 notifies the Contracting Body that it declines to accept an order for Services;
or

6.3.2 the applicable time-limit for responding to an order for Services referred to in Schedule 4 has expired;

then the offer from the Contracting Body to the Provider shall lapse and the relevant Contracting Body may offer that order for Services to the next applicable Provider in accordance with the Selection Methodology.

6.4 The Provider in agreeing to accept an Order pursuant to the procedure specified in Schedule 4 shall be deemed to have entered into a Call-Off Contract with the relevant Contracting Body for the provision of Services referred to in the Order Form (or, where an order may be placed verbally in accordance with Schedule 4, the verbal order placed in accordance with the procedure specified in Schedule 4).

6.5 Each Call-Off Contract shall have a maximum Contract Period of two years, unless otherwise approved by the Authority.

7 RESPONSIBILITY FOR AWARDS

7.1 The Provider acknowledges that each Contracting Body is independently responsible for the conduct of its award of Call-Off Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

7.1.1 the conduct of any Contracting Body (except the Authority) in relation to the Framework Agreement; or

7.1.2 the performance or non-performance of any Call-Off Contracts between the Provider and any Contracting Body (except the Authority) entered into pursuant to the Framework Agreement.

8 WARRANTIES AND REPRESENTATIONS

8.1 The Authority and the Provider warrant and represent to each other that:

8.1.1 each party has full capacity and authority to enter into and perform its obligations under this Framework Agreement;

8.1.2 this Framework Agreement is executed by a duly authorised representative of each party;

8.1.3 each party has not committed and will not commit any fraud by entering into this Framework Agreement.

8.2 The Provider warrants and represents to the Authority and to each of the other Contracting Authorities that:

8.2.1 all information, statements and representations contained in its response to the Invitation to Tender are true and accurate and not misleading and that information, statements and representations made in tendering for work under the Call-Off process will be true and accurate;

8.2.2 no claim is being asserted and no litigation or similar action or potential litigation is being taken against it that might affect its ability to provide its obligations under this Framework Agreement or any Call-Off Contract;

- 8.2.3 it is not subject to any contractual obligation that is likely to have a detrimental effect on its ability to perform its obligations under this Framework Agreement or any Call-Off Contract;
- 8.2.4 it has not committed or agreed to commit a Prohibited Act and has no knowledge that an agreement has been reached involving the committal by it or any of its Affiliates of a Prohibited Act, save where details of any such arrangement have been disclosed in writing to the Authority before the Framework Commencement Date;
- 8.2.5 it has not been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act;
- 8.2.6 it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority or any Contracting Body, or that an agreement has been reached to that effect, in connection with the execution of the Framework Agreement or any Call-Off Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority or relevant Contracting Body before execution of the Framework Agreement or Call-Off Contract.
- 8.2.7 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Provider's obligations, all licences, authorisations, permits and necessary consents under the Framework Agreement;
- 8.2.8 neither the Provider nor any of its Staff or other persons associated with it:
 - 8.2.8.1 has been convicted of any offence involving slavery and human trafficking; and
 - 8.2.8.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking
- 8.2.9 neither the Provider nor any of its Staff or other persons associated with it is currently nor has previously been subject to either formal criminal investigation or to a prosecution involving any animal health, animal welfare, animal transport or animal by-product related offences, save where full details of any such investigation or prosecution have been disclosed in writing to the Authority or relevant Contracting Body before execution of the Framework Agreement or Call-Off Contract.
- 8.3 Each of the representations and warranties set out in clauses 8.1 and 8.2 shall be construed as a separate warranty and representation and shall not be limited or restricted by reference to or inference from the terms of any other representation, warranty or any other undertaking in this Framework Agreement.
- 8.4 If at any time the Provider becomes aware that a representation or warranty given by it under clauses 8.1 and 8.2 has been breached, is untrue or is misleading, it shall

immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

- 8.5 For the avoidance of doubt, the fact that any provision within this Framework Agreement is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of the breach of that provision by the Provider which constitutes a Default of this Framework Agreement.

9 PERFORMANCE

- 9.1 The Provider shall perform all Call-Off Contracts entered into with a Contracting Body in accordance with the requirements of the Order Form, this Framework Agreement and the Call-Off Contract, including but not limited to the Specification and any protocols, policies or other documents referred to therein.
- 9.2 Wherever reasonably requested to do so by the Authority, the Provider shall cooperate fully with any Contracting Body and its representatives in providing the Services, and with other contractors providing services at the Premises.
- 9.3 The Provider shall provide all equipment, consumables, plant, materials and other such items and resources necessary for the supply of the Services, unless otherwise agreed by a Customer in an Order Form or under a Call-Off Contract.
- 9.4 The Provider shall at all times during the Framework Agreement comply with the Specification set out in Schedule 2A and the Provider's Submission in Schedule 2B and obligations during the term of the Framework Agreement set out in the remaining Schedules.
- 9.5 The Provider shall:
- 9.5.1 obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable the provision of any of the Services;
 - 9.5.2 provide the Authority with such assistance as the Authority may reasonably require during the Framework Term in connection with the management and administration of this Framework Agreement; and
 - 9.5.3 promptly notify the Authority in the event that it undergoes a Change of Control.
- 9.6 Where this Framework Agreement places an obligation on the Provider to do, or refrain from doing, any act or thing, this will also mean that the Provider shall use reasonable endeavours to procure that all Sub-Contractors and Staff also do, or refrain from doing, such act or thing.
- 9.7 Each tenderer will provide evidence of its capability to perform the Service within a Lot when tendering for the Framework, and the Authority will monitor this capability over the life of the Framework. Each Provider shall notify the Authority of any changes in its capabilities to perform the Service within the Lot(s) to which it is appointed.

10 PREVENTION OF FRAUD AND BRIBERY

10.1 The Provider shall not:

10.1.1 commit a Prohibited Act; and/or

10.1.2 do or suffer anything to be done which would cause the Authority, any Contracting Body or any of their respective employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

10.2 The Provider shall, during the Term of this Framework Agreement:

10.2.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

10.2.2 keep appropriate records of its compliance with its obligations under clause 10.1.1 and make such records available to the Authority on request.

10.3 The Provider shall immediately notify the Authority in writing if it becomes aware of a breach of this clause 10 or has reason to believe that it has or any of the Staff have:

10.3.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

10.3.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or

10.3.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of Services or otherwise suspects that any person directly or indirectly connected with the performance of Services has committed or attempted to commit a Prohibited Act.

10.4 The Provider shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation in connection with any breach, or suspected breach of this clause 10.

10.5 If the Provider is in Default

10.6 under clause 10.1, the Authority may by notice:

10.6.1 require the Provider to remove from performance of Services any Staff whose acts or omissions have caused the Default; or

10.6.2 immediately terminate this Framework Agreement.

10.7 Any notice served by the Authority under clause 10.5 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the

Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

- 10.8 Any termination under this clause 10 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority.

11 DISCRIMINATION

- 11.1 The Provider shall provide the Services and perform its obligations under this Framework Agreement in accordance with:

- 11.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
- 11.1.2 the Authority and/or a Customer's equality and diversity policy as given to the Provider from time to time; and
- 11.1.3 any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law.

- 11.2 The Provider shall take all necessary steps to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation). The Provider shall inform the Authority on request of the steps taken to comply with this clause.

12 STAFF

- 12.1 The Provider shall:

- 12.1.1 ensure that all Staff:
 - 12.1.1.1 are appropriately qualified, trained and experienced to perform its obligations under this Framework Agreement and to provide the Services under a Call-Off Contract with reasonable skill, care and diligence;
 - 12.1.1.2 when attending the Premises, comply with all instructions of the Authority's or Customer's representative in control of the Premises;
 - 12.1.1.3 in respect of the provision of Services, are lawfully entitled to work in the United Kingdom.
- 12.1.2 retain overall control of the Staff at all times so that the Staff shall not be deemed to be employees, agents, workers or contractors of the Authority or any Customer;
- 12.1.3 comply with all applicable Laws relating to its Staff, in particular, the Modern Slavery Act 2015, the Gangmasters (Licensing) Act 2004 and the Working Time Regulations 1998 (SI 1998/1833) (as amended);

- 12.1.4 be liable at all times for all acts and omissions of Staff, so that any act or omission of Staff which results in a Default under this Framework Agreement or any Call-Off Agreement shall be a Default by the Provider.
- 12.2 This Framework Agreement and all Call-Off Contracts entered into pursuant to its terms shall constitute a contract for the provision of services and not a contract of employment and accordingly, the Provider shall be fully responsible for and shall indemnify the Authority for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Provider or any of its Staff against the Authority arising out of or in connection with the provision of the Services, including any claims or actions brought under the Agency Workers Regulations 2010 (SI 2010/93).
- 12.3 If the Authority reasonably believes that any of the Staff are unsuitable to undertake work in respect of this Framework Agreement (including where Staff have failed to comply with instructions on the Premises as required under clause 12.1.1.2 above), it may direct the Provider to end the involvement of the relevant Staff in any work connected to this Framework Agreement and/or assign an appropriate member of Staff to supervise such work or take over the role of the member of Staff so deemed as unsuitable (at the Provider's expense).
- 12.4 The Provider shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 12.5 The Provider undertakes not to purchase any materials or services from producers, farmers or manufacturers where it has actual knowledge that those producers, farmers or manufacturers are using forced labour in their operations.
- 12.6 In addition to the record keeping requirements in clause 21 of the Framework Agreement and any specific record-keeping obligations under a Call-Off Contract, the Provider shall:
- 12.6.1 maintain a complete set of records to trace the supply chain of all Services provided to Customers in connection with this Framework Agreement; and
- 12.6.2 implement annual supplier and subcontractor audits, either directly or through a third party auditor to monitor compliance with the anti-slavery Laws.
- 12.7 The Provider shall notify the Authority (and any Customers with which it has entered a Call-Off Contract) as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Framework Agreement.

13 PRICES FOR SERVICES

- 13.1 The prices offered by the Provider for Call-Off Contracts to Contracting Authorities for the Services shall be calculated at rates not exceeding those rates listed in the Pricing Matrix for the relevant Provider's Lot. The prices listed in the Pricing Matrix shall apply throughout the Framework Term.

14 TAX COMPLIANCE

- 14.1 If, during the term of this Framework Agreement, an Occasion of Tax Non-Compliance occurs, the Provider shall:
- 14.1.1 notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
 - 14.1.2 promptly provide to the Authority:
 - 14.1.2.1 details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - 14.1.2.2 such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- 14.2 If the Provider or any Staff are liable to be taxed in the UK or to pay National Insurance Contributions in respect of consideration received under a Call-Off Contract, the Provider shall:
- 14.2.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all Laws relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws relating to National Insurance Contributions ("NICs"), in respect of that consideration; and
 - 14.2.2 indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Provider or any Staff.

15 OFFICIAL SECRETS ACT 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989

- 15.1 The Provider shall comply with, and shall ensure that its Staff comply with, the provisions of:
- 15.1.1 the Official Secrets Acts 1911 to 1989; and
 - 15.1.2 Section 182 of the Finance Act 1989.
- 15.2 In the event that the Provider or its Staff fail to comply with this clause 15, the Authority reserves the right to terminate or suspend the Framework Agreement by giving notice in writing to the Provider.
- 15.3 A suspension notice given to a Provider pursuant to clause 15.2 must specify the period of suspension.

16 CONFIDENTIAL INFORMATION

- 16.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in any Call-Off Contract, the Provider shall treat all Confidential Information supplied by, concerning, belonging or relating to the Authority as confidential and in accordance with the HMG Security Policy Framework and shall not disclose any such Confidential Information to any other person without the prior written consent of the

Authority, except to such persons and to such extent as may be necessary for the performance of the Provider's obligations under the Framework Agreement.

- 16.2 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Framework Agreement or any Call-Off Contract, the Authority shall treat all Confidential Information of the Provider as confidential and shall not disclose any such Confidential Information to the Provider to any other person without the prior written consent of the Provider, except to such persons and to such extent as may be necessary for the performance of the Authority's obligations under the Framework Agreement.
- 16.3 Where required by the Authority and/or a Customer, the Provider shall ensure that Staff, Sub-Contractors, professional advisors and consultants sign a non-disclosure agreement in substantially the form attached in Schedule 10 of the Framework Agreement prior to commencing any work in connection with the Framework Agreement. The Provider shall maintain a list of the non-disclosure agreements completed in accordance with this clause 16.3. Where requested by the Authority, the Provider shall provide the Authority with a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Provider shall ensure that its Staff, Sub-Contractors, professional advisors and consultants are aware of the Provider's confidentiality obligations under the Framework Agreement.
- 16.4 The Provider may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality, including but not limited to the HMG Security Policy Framework.
- 16.5 The Provider shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Framework Agreement.
- 16.6 Clause 16.1 and 16.2 shall not apply to the extent that:
 - 16.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;
 - 16.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 16.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 16.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement or Call-Off Contract; or
 - 16.6.5 it is independently developed without access to the other party's Confidential Information.

- 16.7 Nothing in clauses 16.1 and 16.2 shall prevent the Authority disclosing any Confidential Information obtained from the Provider:
- 16.7.1 for the purpose of the examination and certification of the Authority's accounts; or
 - 16.7.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 16.7.3 to any government department, Crown Body or any Contracting Body and the Provider hereby acknowledges that all government departments, Crown Body or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments, Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department, Crown Body or any Contracting Body; or
 - 16.7.4 to any consultant, contractor or other person engaged by the Authority, provided that in disclosing information under sub-clauses 16.7.3 and 16.7.4 the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 16.8 Nothing in clauses 16.1 to 16.2 shall prevent the Authority or the Provider from using any techniques, ideas or Know-How gained during the performance of its obligations under the Framework Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other party's Confidential Information or an infringement of the other party's Intellectual Property Rights.
- 16.9 The Authority shall use all reasonable endeavours to ensure that any government department, Crown Body, Contracting Body, employee, third party or Sub-Contractor to whom the Provider's Confidential Information is disclosed pursuant to this clause 16 is made aware of the Authority's obligations of confidentiality.
- 16.10 The Authority reserves the right to terminate or suspend the Framework Agreement in the event that the Provider or its Staff fail to comply with this clause 16. A suspension notice given to a Provider pursuant to this clause must specify the period of suspension.
- 16.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Call-Off Contract, the Provider undertakes to maintain adequate and proportionate security arrangements that meet the requirements of professional standards and best practice and requirements of the HMG Security Policy Framework.
- 16.12 The Provider will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under a Call-Off Contract and will keep a record of such breaches. The Provider will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Provider's obligations under clauses 16.1 to 16.5. The Provider will co-operate with the Authority in any investigation that the

Authority considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

- 16.13 The Provider shall, at its own expense, alter any security systems at any time for the duration of the Framework Agreement at the Authority's request if the Authority reasonably believes the Provider has failed to comply with clause 16.11.
- 16.14 All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Authority and notified to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
- 16.15 In the event that the Provider fails to comply with any of the provisions in clause 16, the Provider agrees that monetary damages would not be a sufficient remedy for breach and that the Authority shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of the obligations in clause 16.
- 16.16 The Provider hereby gives its consent for the Authority to publish the whole of this Framework Agreement (subject to the application of any redactions which the Authority considers appropriate applying the principles for withholding disclosure set out in clause 17.3 below) including from time to time agreed changes to the Framework Agreement, to the general public.

17 FREEDOM OF INFORMATION

- 17.1 The Provider acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- 17.2 The Provider shall and shall procure that any Sub-Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information:
 - 17.2.1 provide the Authority with a copy of all Information in its possession or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and
 - 17.2.2 provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA and/or regulation 5 of the Environmental Information Regulations.
- 17.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Framework Agreement or any Call-Off Contract or any other agreement whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.

- 17.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- 17.5 The Provider acknowledges that (notwithstanding the provisions of clause 16 (Confidential Information) the Authority may be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Provider or the Services in certain circumstances:
- 17.5.1 without consulting the Provider; or
- 17.5.2 following consultation with the Provider and having taken its views into account;
- provided always that the Authority shall, in accordance with any recommendations of the Codes of Practice under the FOIA or the Environmental Information Regulations, take reasonable steps, where appropriate, to give the Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- 17.6 The Provider shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.
- 17.7 The Provider acknowledges that identifying Information as being Commercially Sensitive Information is of indicative value only and that the Authority may be obliged to disclose it in accordance with this clause 17.
- 17.8 The Authority shall not be liable for any loss, damage, harm or other detriment suffered by the Provider arising from the disclosure of any Information falling within the scope of the FOIA and/or the Environmental Information Regulations (including Commercially Sensitive Information).

18 DATA PROTECTION

- 18.1 The Parties acknowledge that for the purposes of the Data Protection Legislation:
- 18.1.1 the Customer is the Controller and the Provider is the Processor of the Personal Data specified in Schedule 11; and
- 18.1.2 the parties may provide each other with Personal Data relating to persons employed by them and their agents, suppliers and Sub-Contractors for purposes of administering the Framework Agreement and each Party will be an independent Controller of such Personal Data (because the Parties each, independently of each other, determine the means and purposes of processing such Personal Data).
- 18.2 Both parties will duly observe all their obligations under the Data Protection Legislation which arise in connection with the Framework Agreement.
- 18.3 Each party will, prior to providing Personal Data of which it is the Controller to the other, be responsible for ensuring the Data Subject has received adequate privacy information in accordance with GDPR Article 13 to enable the receiving party to process the Personal Data as permitted under clause 18.4 or 18.5 (as applicable).

- 18.4 The only processing of Personal Data specified in clause 18.1.1 that the Provider is authorised to do is listed in Schedule 11 by the Authority and may not be determined by the Provider. The Provider shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 18.5 The only processing of Personal Data specified in clause 18.1.2 that the parties are authorised to do is processing for purposes administration of the Framework Agreement.
- 18.6 The Provider shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- 18.6.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 18.6.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 18.6.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 18.6.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 18.7 The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement:
- 18.7.1 process that Personal Data only in accordance with Schedule 11 unless the Provider is required to do otherwise by Law. If it is so required the Provider shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - 18.7.2 ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - 18.7.3 ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Framework Agreement (and in particular Schedule 11);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

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

(i) the Authority or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

(iv) the Provider complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

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

18.8 Subject to clause 18.9 the Provider shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Framework Agreement, it:

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

18.8.2 receives a request to rectify, block or erase any Personal Data;

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

18.8.4 receives any communication from the Information Commissioner or any other regulatory authority;

18.8.5 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

18.8.6 becomes aware of a Data Loss Event.

18.9 The Provider's obligation to notify under clause 18.8 shall include the provision of further information to the Authority in phases, as details become available.

- 18.10 Taking into account the nature of the processing, the Provider shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 18.8 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- 18.10.1 the Authority with full details and copies of the complaint, communication or request;
 - 18.10.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - 18.10.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 18.10.4 assistance as requested by the Authority following any Data Loss Event;
 - 18.10.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 18.11 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause 18. This requirement does not apply where the Provider employs fewer than 250 staff, unless:
- 18.11.1 the Authority determines that the processing is not occasional;
 - 18.11.2 the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - 18.11.3 the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 18.12 The Provider shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- 18.13 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 18.14 Before allowing any Sub-processor to process any Personal Data related to this Framework Agreement, the Provider must:
- 18.14.1 notify the Authority in writing of the intended Sub-processor and processing;
 - 18.14.2 obtain the written consent of the Authority;
 - 18.14.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 18 such that they apply to the Sub-processor; and
 - 18.14.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

- 18.15 The Provider shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 18.16 The Authority may, at any time on not less than 30 Working Days' notice, revise this clause 18 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 Framework Agreement).
- 18.17 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 18.18 This clause 18 shall apply during the Contract Period and indefinitely after its expiry.

19 PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 19.1 The Provider shall not and shall procure that the Staff shall not wilfully and in breach of any obligation under this Framework Agreement, do anything which may damage the reputation of the Authority in any way or bring the Authority into disrepute. In particular, the Provider acknowledges the sensitivity of certain aspects of the Services and shall comply with the Authority (and a Customer's) instructions regarding any restrictions on communications in connection with Services provided under this Framework Agreement.
- 19.2 The Provider shall not and shall procure that the Staff shall not without the prior Approval of the Customer, which Approval shall not be unreasonably withheld or delayed:
- 19.2.1 publish or broadcast, including through interviews with the media, use of social media and other communications with third parties, any details of Services provided pursuant to this Framework Agreement;
 - 19.2.2 use the Authority's name or brand in any promotion or marketing, including on its own website, or announcement of orders, without the prior written consent of the Authority; or
 - 19.2.3 make any press announcements or publicise this Framework Agreement or its contents in any way without the prior written consent of the Authority, which consent shall not be unreasonably withheld or delayed.
- 19.3 The Provider agrees and acknowledges that nothing in this Framework Agreement either expressly or by implication constitutes an endorsement of any products or services of the Provider and the Provider shall not (and shall procure that the Staff do not) conduct itself in such a way as to imply or express any such approval or endorsement.
- 19.4 The Provider agrees that monetary damages would not be a sufficient remedy for breach of clauses 19.1 to 19.3 and that the Authority shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of such clauses.

- 19.5 The Provider shall at all times during the Framework Agreement on written demand indemnify the Authority and keep the Authority fully indemnified against all losses, incurred by, awarded against or agreed to be paid by the Provider arising out of any claim or infringement or alleged infringement resulting from the Provider's unauthorised use of the Authority's logo.

20 INTELLECTUAL PROPERTY RIGHTS

- 20.1 All Intellectual Property Rights in any Authority Materials shall, as between the Parties, belong to the Authority (or the Crown with respect to any copyright) and the Provider shall not, and shall ensure that the Staff shall not, use or disclose any Authority Materials without prior Approval save to the extent necessary for performance by the Provider of its obligations under the Framework Agreement or any Call-Off Contract.
- 20.2 The Provider shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform obligations under the Framework Agreement or any Call-Off Contract grants to the Authority and the Customers a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority and Customers an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same manner. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority and Customers to sub-license, transfer, novate or assign to other Contracting Authorities, a Replacement Provider or to any other third party supplying services to the Authority.
- 20.3 The Provider shall not infringe any Intellectual Property Rights of any third party in performing its obligations under this Framework Agreement or a Call-Off Contract and the Provider shall, during and after the term of the Framework Agreement, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against any and all losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of a Third Party IP Claim or in connection with any breach of this clause 20.3, except to the extent that any such claim results directly from:
- 20.3.1 items or materials based upon designs supplied by the Authority; or
 - 20.3.2 the use of data supplied by the Authority which is not required to be verified by the Provider under any provision of the Framework Agreement or any Call-Off Contract.
- 20.4 The Authority shall notify the Provider in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Provider to the Authority.
- 20.5 The Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any Third Party IP Claim, provided that the Provider shall at all times:
- 20.5.1 consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
 - 20.5.2 take due and proper account of the interests of the Authority; and

20.5.3 not settle or compromise any claim without prior Approval (not to be unreasonably withheld or delayed).

20.6 The Authority shall at the request of the Provider afford to the Provider all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Provider shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Provider shall not be required to indemnify the Authority under this clause 20.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clause 20.3.1 or 20.3.2.

20.7 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

20.8 If any Third Party IP Claim is made or in the reasonable opinion of the Provider is likely to be made, the Provider shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clause 20.2 use its best endeavours to:

20.8.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or

20.8.2 procure a licence to use the Intellectual Property Right(s) and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority, and, as appropriate, a Customer under a Call-Off Contract affected by the alleged infringement,

and in the event that the Provider is unable to comply with clauses 20.8.1 or 20.8.2 within twenty (20) Working Days of receipt by the Authority of the Provider's notification the Authority may terminate the Framework Agreement with immediate effect by notice in writing.

20.9 The Provider grants to the Authority a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Provider owned or developed prior to the Framework Commencement Date and which the Authority reasonably requires in order to exercise its rights under the Framework Agreement.

21 RECORD KEEPING AND AUDIT

21.1 In addition to any specific record-keeping obligations under a Call-Off Contract or set out in the Specification, the Provider shall keep and maintain until six (6) years after the end of the term of the Framework Agreement, or such other period as may be agreed between the parties, full and accurate records of its Call-Off Contracts including the Services supplied under it, all expenditure reimbursed by the Authority and any Customer, and all payments made by the Authority and any Customer. The Provider shall on request afford the Authority or the Authority's representatives such access to

those records and processes as may be requested by the Authority in connection with the Framework Agreement and any Call-Off Contracts.

- 21.2 The Provider agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Provider in relation to the Services.
- 21.3 The Provider shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Provider's records and documents relating to the Services and to provide such copies and oral or written explanations as may reasonably be required.
- 21.4 The Provider (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Provider shall provide such explanations as are reasonably required for these purposes.

22 TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL

- 22.1 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Provider where the Provider is a company and in respect of the Provider:
 - 22.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 22.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - 22.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) calendar days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - 22.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - 22.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - 22.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - 22.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

- 22.1.8 any event similar to those listed in 22.1.1 to 22.1.7 occurs under the law of any other jurisdiction.
- 22.2 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Provider where the Provider is an individual and:
- 22.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Provider's creditors; or
 - 22.2.2 a petition is presented and not dismissed within fourteen (14) calendar days or order made for the Provider's bankruptcy; or
 - 22.2.3 a receiver, or similar officer is appointed over the whole or any part of the Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - 22.2.4 the Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
 - 22.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider's assets and such attachment or process is not discharged within fourteen (14) calendar days; or
 - 22.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
 - 22.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
 - 22.2.8 any event similar to those listed in 22.2.1 to 22.2.7 occurs under the law of any other jurisdiction.
- 22.3 The Provider shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a Change of Control. The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Provider within six (6) Months of:
- 22.3.1 being notified that a Change of Control has occurred; or
 - 22.3.2 where no notification has been made, the date that the Authority becomes aware of the Change of Control,
but shall not be permitted to terminate where the Approval of the Authority was granted prior to the Change of Control.
- 22.4 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Provider where the Provider is a partnership and:

- 22.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- 22.4.2 it is for any reason dissolved; or
- 22.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- 22.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets; or
- 22.4.5 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- 22.4.6 any of the following occurs in relation to any of its partners:
 - 22.4.6.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors; or
 - 22.4.6.2 a petition is presented for his bankruptcy; or
 - 22.4.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets; or
- 22.4.7 any event similar to those listed in clauses 22.4.1 to 22.4.6 occurs under the law of any other jurisdiction.
- 22.5 The Authority may terminate the Framework Agreement with immediate effect by notice in writing and without compensation to the Provider where the Provider is a limited liability partnership and:
 - 22.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - 22.5.2 it is for any reason dissolved; or
 - 22.5.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986; or
 - 22.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or
 - 22.5.5 a petition is presented for its winding up (which is not dismissed within 14 calendar days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or
 - 22.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or

- 22.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 22.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 22.5.9 any event similar to those listed in clauses 22.5.1 to 22.5.8 occurs under the law of any other jurisdiction.
- 22.6 References to the Insolvency Act 1986 in clause 22.5 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

23 LIABILITY, INDEMNITY AND INSURANCE

- 23.1 Neither Party excludes or limits liability to the other Party for:
- 23.1.1 death or personal injury caused by its negligence; or
 - 23.1.2 fraud or fraudulent misrepresentation;
 - 23.1.3 any breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982;
 - 23.1.4 any breach of clauses 10, 16 and 18; or
 - 23.1.5 any liability to the extent it cannot be limited or excluded by Law.
- 23.2 Subject to clauses 23.3 and 23.4, the Provider shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Provider of its obligations under this Framework Agreement or the presence of the Provider or any Staff or Sub-Contractors on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider, its Staff and Sub-Contractors.
- 23.3 The Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Framework Agreement.
- 23.4 The Authority may recover from the Provider the following losses incurred by the Authority to the extent they arise as a result of a Default by the Provider:
- 23.4.1 any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - 23.4.2 any wasted expenditure or charges;
 - 23.4.3 the additional costs of procuring a Replacement Provider for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Provider and/or

replacement deliverables above those which would have been payable under the Framework Agreement;

23.4.4 any compensation or interest paid to a third party by the Authority; and

23.4.5 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

23.5 Subject always to clause 23.1 and 23.5, in no event shall either Party be liable to the other for any:

23.5.1 loss of profit, turnover, business opportunity, revenue or damage to goodwill (in each case whether direct or indirect); or

23.5.2 loss of savings (whether anticipated or otherwise); and/or

23.5.3 indirect, special or consequential loss or damage.

23.6 Unless otherwise specified by the Authority, the Provider shall, with effect from the Commencement Date for such period as necessary to enable the Provider to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.

23.7 The Provider shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.

23.8 The Provider shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

23.9 If the Provider does not give effect to and maintain the insurances required by the provisions of the Framework Agreement the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.

23.10 The provisions of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the Framework Agreement.

23.11 The Provider acknowledges that each Customer is independently responsible for the conduct of its award of Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

a) The conduct of Other Contracting Bodies in relation to the Framework Agreement; or

b) The performance or non-performance of any Contracts between the Providers and Other Contracting Bodies entered into pursuant to the Framework Agreement

- 23.12 The Provider shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Provider, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Provider is an insured, a co-insured or additional insured person.

24 TERMINATION ON DEFAULT

- 24.1 The Authority may terminate the Framework Agreement by written notice to the Provider with immediate effect if:
- 24.1.1 the Provider commits a Default which is a material breach of the Framework Agreement and the Provider fails to comply with a remedial action plan specified by the Authority within twenty-five (25) Working Days of agreement or such other period as may be specified by the Authority;
 - 24.1.2 the Provider commits a Default (other than a material breach) and has not remedied the Default to the satisfaction of the Authority within thirty-five (35) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 24.1.3 the Default is a material breach and is not, in the opinion of the Authority, capable of remedy; or
 - 24.1.4 there is a material detrimental change in the financial standing and/or credit rating of the Provider which adversely impacts on the Provider's ability to supply Services under the Framework Agreement;
 - 24.1.5 a Call-Off Contract has been terminated for Default.

25 TERMINATION UNDER THE PUBLIC CONTRACTS REGULATIONS

- 25.1 The Authority may terminate the Framework Agreement on written notice with immediate effect to the Provider if:
- 25.1.1 the Framework Agreement has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Public Contracts Regulations;
 - 25.1.2 the Provider was, at the time the Framework Agreement was awarded, in one of the situations specified in regulation 57(1) of the Public Contracts Regulations, including as a result of the application of regulation 57(2) thereof, and should therefore have been excluded from the procurement procedure which resulted in its award of the Framework Agreement; or
 - 25.1.3 the Framework Agreement should not have been awarded to the Provider in view of a serious infringement of the obligations under the Treaty on European Union, Treaty of the Functioning of the European Union or the Public Contracts Regulations that has been declared by the Court of Justice

of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union.

26 TERMINATION BY THE AUTHORITY

- 26.1 In addition to any other rights to terminate under this Framework Agreement the Authority has the right to terminate this Framework Agreement at any time without cause by giving three (3) months written notice to the Provider.

27 SUSPENSION

- 27.1 Without prejudice to the right of the Authority to terminate the Framework Agreement pursuant to clause 24, where such a right has arisen, the Authority may instead suspend the Provider's appointment to supply Services to Contracting Authorities in any or all of the Provider's Lots by giving notice in writing to the Provider.
- 27.2 A notice given to a Provider pursuant to clause 27.1 must specify the period of suspension.

28 CONSEQUENCES OF TERMINATION

- 28.1 Call-Off Contracts do not expire automatically on the termination or expiry of this Framework Agreement and will continue in force unless and until they are terminated or expire in accordance with the Call-Off Contract.
- 28.2 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either party accrued under this Framework Agreement prior to termination or expiry.
- 28.3 Termination or expiry of the Framework Agreement shall not affect the continuing rights, remedies or obligations of the Authority or the Provider under clauses 7, 10, 12.2, 14, 16, 17, 18, 20, 21, 23, 28, 29, 30, 31, 38, 42 or any other obligations which are either expressed to or by implication, are intended to survive termination or expiry.

29 RECOVERY UPON TERMINATION

- 29.1 On the termination of the Framework Agreement for any reason, the Provider shall at its cost:
- 29.1.1 immediately return to the Authority or destroy, upon the Authority's written instruction, all Confidential Information, Personal Data and Authority Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of this Framework Agreement and/or providing the Services;
 - 29.1.2 immediately deliver to the Authority all Authority Property (including materials, documents, information and access keys) provided to the Provider. Such Property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);

- 29.1.3 assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to a Replacement Provider and/or the completion of any work in progress; and
 - 29.1.4 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or a Replacement Provider to conduct due diligence.
- 29.2 If the Provider fails to comply with this clause 29, the Authority may recover possession thereof and the Provider grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Provider or its permitted suppliers or Sub-Contractors where any such items may be held.

30 RETENDERING AND HANDOVER

- 30.1 Within twenty-one (21) Working Days of being so requested by the Authority, the Provider shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- 30.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause 30.1 is given only to potential Providers who have qualified to tender for the future provision of the Services.
- 30.3 The Authority shall require that all potential Providers treat the information referred to in clause 30.1 in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority, and that they shall not use it for any other purpose.
- 30.4 The Provider shall indemnify the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Provider is required to provide under clause 30.1.
- 30.5 The Provider shall co-operate fully with the Authority during the handover arising from the completion or earlier termination of the Framework Agreement. This co-operation, during the period of the new Provider setting up operations, shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 30.6 Within ten (10) Working Days of being so requested by the Authority, the Provider shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

31 EXIT MANAGEMENT

- 31.1 Upon termination the Provider shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Provider of the provision of Services.
- 31.2 Where the Authority requires continued provision of all or any of the Services on expiry or termination of this Framework Agreement, either by performing them itself or by engaging a third party to perform them, the Provider shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the provision of Services without disruption to routine operational requirements.

32 KNOWLEDGE RETENTION

- 32.1 The Provider shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Provider to the Authority on the completion or earlier termination of the Framework Agreement and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Provider shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Provider shall comply with the Authority's request for information no later than fifteen (15) Working Days from the date that that request was made.

33 COLLABORATION

- 33.1 In providing Services pursuant to this Framework Agreement and the Call-Off Contracts, the Provider shall co-operate with all other organisations present on the Premises in accordance with security requirements in clause E3 of the Call-Off Contract and in accordance with all instructions given to the Provider by the Authority or Customer's representative in charge of the Premises.

34 STATUS OF THE PARTIES

- 34.1 Except as expressly provided in this Framework Agreement, nothing in this Framework Agreement, nor any actions taken by the Authority and the Provider pursuant to this Framework Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the parties, or authorise either party to make representations or enter into any commitments for or on behalf of any other party.
- 34.2 The Provider shall not (and shall ensure that any other person engaged in relation to the provision of Services under this Framework Agreement shall not) say or do anything that might lead any other person to believe that the Provider is acting as the agent or employee of the Authority or a Customer.
- 34.3 Where the Provider is an individual:
- 34.3.1 the Provider warrants and represents that he is providing Services as an independent contractor and nothing shall render him an employee, worker,

agent or partner of the Authority or a Customer and the Provider shall not hold himself out as such; and

- 34.3.2 the Provider agrees that this Framework Agreement and any Call-Off Contract together constitute contracts for the provision of services and not a contract of employment and accordingly, the Provider shall be fully responsible for and shall indemnify the Authority for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by Law. The Provider shall further indemnify the Authority against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Authority in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Authority's negligence or wilful default.

35 TRANSFER AND SUB-CONTRACTING

- 35.1 The Framework Agreement is personal to the Provider and the Provider shall not
- 35.1.1 assign, novate or otherwise dispose of the Framework Agreement in whole or in part without the prior Approval of the Authority;
- 35.1.2 sub-contract any of its rights or obligations under the Framework Agreement without the prior Approval of the Authority.
- 35.2 The Authority is entitled to:
- 35.2.1 assign, novate or otherwise dispose of its right and obligations under the Framework Agreement or any part thereof to any Contracting Body; or
- 35.2.2 novate the Framework Agreement to any other body (including any private sector body) which substantially performs any of the functions that previously had been performed by the Authority
- provided that such assignment, novation or disposal does not unreasonably increase the burden of the Provider's obligations under the Framework Agreement.
- 35.3 Where the Authority has consented to the placing of Sub-Contracts, the Provider shall notify the Authority the name(s), contact details and legal representatives of the Sub-Contractor(s) and copies of each Sub-Contract shall, at the request of the Authority, be sent by the Provider to the Authority promptly on request.
- 35.4 If the Authority believes there are:
- 35.4.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Public Contracts Regulations, the Provider shall replace or not appoint the Sub-Contractor; or
- 35.4.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Public Contracts Regulations, the Authority may require the Provider to replace or not appoint the Sub-Contractor and the Provider shall promptly comply with such requirement.

36 VARIATIONS TO THE FRAMEWORK AGREEMENT

- 36.1 Subject to the provisions of this clause 36, the Authority may request a Variation to this Framework Agreement provided that such Variation does not amount to a material change of this Framework Agreement within the meaning of the Public Contracts Regulations and the law.
- 36.2 The Authority may, at its own instance, or where in its sole and absolute discretion it decides to having been requested to do so by the Provider, request a Variation by completing and sending the Change Control Notice as set out in Schedule 9 to the Provider, giving sufficient information for the Provider to assess the extent of the proposed Variation and any additional cost that may be incurred.
- 36.3 In the event that the Provider is unable to agree to or provide the Variation, the Authority may:
- 36.3.1 agree to continue to perform its obligations under this Framework Agreement without the Variation; or
 - 36.3.2 terminate this Framework Agreement with immediate effect.
- 36.4 The Variations shall cover:
- 36.4.1 operational changes, which may require a variation to the way in which Services are provided, but do not require a Variation to this Framework Agreement;
 - 36.4.2 agreement changes, which may require a Variation to the Framework Agreement.

37 RIGHTS OF THIRD PARTIES

- 37.1 Subject to clause 37.2, a person who is not a party to the Framework 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 both parties to this Framework Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.
- 37.2 Each Contracting Body may, with the Authority's prior written consent, enforce any provisions of this Framework Agreement which is for the benefit of the Contracting Body as a third party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 37.3 Amendments to this Framework Agreement may be made by the parties without the consent of any Contracting Body.

38 ENTIRE AGREEMENT

- 38.1 This Framework Agreement constitutes the entire agreement and understanding between the parties to this Framework Agreement in respect of the matters dealt with in this Framework Agreement. This Framework Agreement supersedes all prior negotiations between the Authority and the Provider and all representations and

undertakings made by one party to the other, whether written or oral, except that this clause does not exclude liability in respect of any fraud or fraudulent misrepresentation.

39 DISPUTE RESOLUTION

- 39.1 The Provider and the Authority shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Framework Agreement within twenty (20) Working Days of either party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent senior employee) of the Provider and the Authority's commercial director.
- 39.2 Nothing in this dispute resolution procedure shall prevent the Authority from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.
- 39.3 If the dispute cannot be resolved by the Provider and the Authority pursuant to clause 39.1 either party may refer it to mediation pursuant to the procedure set out in clause 39.5.
- 39.4 The obligations of the parties under the Framework Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Provider and the Staff shall comply fully with the requirements of the Framework Agreement at all times.
- 39.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- 39.5.1 A neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other or if the Mediator agreed upon is unable or unwilling to act, either party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 39.5.2 The parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If considered appropriate, the parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 39.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 39.5.4 If the parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the parties once it is signed by their duly authorised representatives.

- 39.5.5 Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Framework Agreement without the prior written consent of both parties.
- 39.5.6 If the parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 39.6.
- 39.6 Subject to clause 39.2, the parties to this Framework Agreement shall not institute court proceedings until the procedures set out in clauses 39.1 and 39.3 have been completed save that:
- 39.6.1 the Authority may at any time before court proceedings are commenced, serve a notice on the Provider requiring the dispute to be referred to and resolved by arbitration in accordance with clause 39.7.
- 39.6.2 If the Provider intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty-one (21) days following receipt of such notice to serve a reply on the Provider requiring the dispute to be referred to and resolved by arbitration in accordance with clause 39.7.
- 39.6.3 The Provider may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 39.7, to which the Authority may consent as it sees fit.
- 39.7 In the event that any arbitration proceedings are commenced pursuant to clause 39.6:
- 39.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- 39.7.2 the Authority shall give a written notice of arbitration to the Provider (the “**Arbitration Notice**”) stating:
- 39.7.2.1 that the dispute is referred to arbitration; and
- 39.7.2.2 providing details of the issues to be resolved;
- 39.7.3 the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 39.7.2 shall be applied and are deemed to be incorporated by reference to the Framework Agreement and the decision of the arbitrator shall be binding on the parties in the absence of any material failure to comply with such rules;
- 39.7.4 the tribunal shall consist of a sole arbitrator to be agreed by the parties;
- 39.7.5 if the parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Authority under clause 39.7.2 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

- 39.7.6 the arbitration proceedings shall take place in London and in the English language; and
- 39.7.7 the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

40 NOTICES

- 40.1 Subject to clause 40.3, where the Framework Agreement states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.
- 40.2 If it is not returned as undelivered a notice served:
- 40.2.1 in a letter is deemed to have been received 2 Working Days after the day it was sent; and
- 40.2.2 in an email or via Bravo is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day
- or when the other Party acknowledges receipt, whichever is the earlier.
- 40.3 Notices pursuant to clause 39 (Dispute Resolution) or to terminate the Framework Agreement are valid only if served in a letter by hand, recorded delivery or special delivery.
- 40.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Framework Agreement:

For the Authority:

[REDACTED]

[REDACTED]

[REDACTED]

For the Provider:

[REDACTED]

[REDACTED]

[REDACTED]

41 KEY PERSONNEL

- 41.1 On the Framework Commencement Date, the Provider shall provide the Authority with the contact details of its nominated representative who is to receive an order for Services (together with details of an alternative in case that representative is

unavailable) and details of Key Personnel identified as part of its Tender. It is the responsibility of the Provider to ensure that the Authority is notified of any changes to its nominated representative.

- 41.2 The Provider acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority and other Contracting Authorities.
- 41.3 The Key Personnel shall not be released from supplying the Services without Approval of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances or to comply with the request of a Customer under clause B6.5 of the Call-Off Terms and Conditions.
- 41.4 Any replacements to the Key Personnel shall be subject to the Approval of the Authority and any Customer where provision of Services under a Call-Off Contract will be affected by such replacements. 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.
- 41.5 The Authority shall not unreasonably withhold its Approval under clauses 41.3 or 41.4. Such Approval shall be conditional on appropriate arrangements being made by the Provider to minimise any adverse impact on any Call-Off Contract which could be caused by a change in Key Personnel.
- 41.6 The Authority may, by written notice to the Provider, ask the Provider to remove any Key Personnel whose continued presence would, in the reasonable opinion of the Authority, be undesirable. The Provider shall promptly comply with any such request.

42 GOVERNING LAW

- 42.1 The Framework Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Authority to take proceedings against the Provider in any other court of competent jurisdiction, nor shall the taking of proceedings in any other court of competent jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

FRAMEWORK AGREEMENT SCHEDULE 1

DEFINITIONS

1. In this Framework Agreement and the Call-Off Contract, unless the context requires otherwise, the following words and phrases shall have the following meanings:

“Affected Party”	means the Party seeking to claim relief in respect of a Force Majeure Event.
“Affiliate”	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.
“Approval”	means the written consent of the Authority or any Customer (as the context requires).
“Authority”	means Natural England and where the context so admits a Contracting Body.
“Authority Materials”	means all guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs, images, videos or other material which is furnished to or made available to the Provider by or on behalf of the Authority and/or any Personal Data for which the Authority is Data Controller.
“Authority’s Authorised Representative”	means an authorised representative nominated by the Authority or Contracting Body or Natural England.
“Authority Software”	means software which is owned by or licensed to the Authority or any Customer, including software which is or will be used by the Provider for the purposes of providing the Services but excluding the Provider Software.
“Authority System”	means the Authority or Customers’ computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority, any Customer or the Provider in connection with the Framework Agreement or any Call-Off Contract which is owned by or licensed to the Authority or any Customer by a third party and which interfaces with the Provider System or which is necessary for any Customer to receive the Services.
“Base Location”	means (in relation to the Mileage Rate charged) the location where the unloaded mileage will start to apply and where it will end.

“Bravo”	means has the meaning given in paragraph 3 of the Form of Agreement.
“Call-Off Contract”	means the agreement between a Customer and the Provider consisting of the Order Form, the Call-Off Terms and Conditions, together with any schedules annexes and appendices referred to therein. In the event of any conflict between any of these documents, they shall be given precedence in the order listed.
“Call-Off Terms and Conditions”	means the standard terms and conditions of the Call-Off Contract as set out in Schedule 5.
“Change of Control”	Means a merger, take-over, change of control, change of name or status including where the Provider undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010.
“Change Control Notice”/“CCN”	means the Change Control Notice set out in Schedule 9 containing details of agreed Variations to the Framework Agreement or a Call-Off Contract.
“Commencement Date”	means the date set out in the Order Form upon which the Call-Off Contract commences.
“Commercially Sensitive Information”	<p>means the information included at Schedule 12 to the Framework Agreement and/or listed in or accompanying or attached to the Order Form comprised of information:</p> <ul style="list-style-type: none"> (a) which is provided by the Provider to the Customer in confidence for the period set out in the Order Form; or (b) any information that would be regarded as commercially sensitive by a reasonable business person relating to: <ul style="list-style-type: none"> (i) the business, affairs, plans of the Provider; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Provider.
“Completion Date”	means the date of expiry of the Call-Off Contract set out in the Order Form.
“Confidential Information”	<p>means any information which has been designated as confidential by the disclosing party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of the disclosing party and all Personal Data. Confidential Information shall not include information which:</p> <ul style="list-style-type: none"> (a) was public knowledge at the time of disclosure (otherwise than by breach of the Framework Agreement or a Call-Off Contract);

	<p>(b) was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;</p> <p>(c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or</p> <p>(d) is independently developed without access to the Confidential Information.</p>
“Contracting Body”	means the Authority and any other contracting bodies described in the OJEU Notice entitled to order Services under this Framework Agreement.
“Contract Manager”	means the official of a Customer, or other person employed in that capacity, appointed by the Customer to act on its behalf for the purpose of managing its Call-Off Contract as identified in the Order Form and/or as notified in writing to the Provider.
“Contract Period”	<p>means in any Call-Off Contract the period from the Commencement Date to:</p> <p>(a) the date of expiry set out in clause A4 (Contract Period), or</p> <p>(b) following an extension pursuant to clause F8 (Extension of Contract Period), the date of expiry of the extended period, or</p> <p>(c) such earlier date of termination or partial termination of the Call-Off Contract in accordance with the Law or the provisions of the Call-Off Contract.</p>
“Contract Price”	means the price (exclusive of any applicable VAT), payable to the Provider by the Customer under any Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Provider of its obligations under the Call-Off Contract.
“Contract Year”	means a consecutive period of twelve (12) months commencing on the Framework Commencement Date or each anniversary thereof.
“Control”	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.
“Controller”	has the meaning given in the GDPR.
“Commercial Bodies”	means a provider from the commercial advisory sector.

“Crown”	means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, non-departmental public bodies, government offices and government agencies and “Crown Body” is an emanation of the foregoing.
“Customer”	means a Contracting Body calling off Services under the Framework Agreement as identified in an Order Form, and ‘Customers’ shall be construed accordingly.
“Customer Data”	Means any or all (a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Provider by or on behalf of the Customer; or (ii) which the Provider is required to generate, process, store or transmit pursuant to the Call-Off Contract (including any photographs or other images taken by the Provider’s Staff on the Premises); or (b) any Personal Data for which the Customer is the Controller.
“Customer Equipment”	means any equipment, consumables, plant, materials and other such items supplied by the Customer for use by the Provider in the performance of its obligations under any Call-Off Contract.
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Provider under the Framework Agreement or Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Framework Agreement or Call-Off Contract, 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.
“Default”	means any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant party or the Staff in connection with or in relation to the subject-matter of the Framework Agreement or Call-Off Contract and in respect of which such party is liable to the other.
“DOTAS”	means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.
“DPA 2018”	means the Data Protection Act 2018.
“Environmental Information Regulations”	means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
“Exceptional Circumstances”	means an event deemed solely by the Customer as not falling within the definition of Force Majeure but prevents normal operation of the business. (For example, failure of the first method of kill or utility failures, and others at the sole discretion of the Customer).
“FaLMA”	means acronym for full title of this framework agreement. Also, see below definition for “Farm and Land Management Advice Framework”.
“Farm and Land Management Advice Framework”	means the full title of this framework agreement, this may also be referred to by the acronym ‘FaLMA’. Also, see below definition for “Framework Agreement”.
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure Event”	means any event outside the reasonable control of either Party affecting its performance of its obligations under a Call-Off Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Provider, its Staff or Sub-Contractors, or any other failure in the Provider’s supply chain.
“Framework Agreement”	means this framework agreement for the provision of the Services between the Authority and Provider, together with any schedules, annexes and appendices appended to the foregoing.
“Framework Commencement Date”	means the date of commencement of the Framework Agreement as set out in clause 2.1 of Section 2 of the Framework Agreement.
“Framework Management Manual”	means guidance that steers higher level management of the Framework Agreement and provide some direction to the management of mini-contracts. This guidance will be provided to contractors who successfully bid to be a Supplier to the Framework Agreement.
“Framework Manager”	means a Natural England nominated Manager who will manage the Framework on behalf of Natural England and be the main point of contact for Suppliers at a national level.
“Framework Term”	means the term of this Framework Agreement as set out in clause 2
“Fraud”	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679).
“Geographical Regions / Region”	means the Geographical Regions as specified in Table 1 within Section 3 of the Specification.
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“HMG Security Policy Framework”	means the Cabinet Office Security Policy Framework as updated from time to time, a copy of which may be found at: https://www.gov.uk/government/publications/security-policy-framework
“ICT Environment”	means the Authority System and the Provider System.
“Information”	has the meaning given under section 84 of the FOIA.
“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
“Invitation to Tender or ITT”	means the Invitation to Tender for a Framework with Tender Reference ITT_5449 issued on 08 February 2019 and all related documents published by the Authority and made available to the Provider and other tenderers.
“IP Materials”	has the meaning given to it in clause E7.1 (Intellectual Property Rights) of the Call-Off Contract.
“Key Performance Indicators (KPIs)”	Means compulsory targets that are recorded as either achieved or not achieved. These are split into two categories: Activity KPIs – these consider but are not limited to, the quality of Supplier advice and the impact of that advice. Mini-contract KPIs – these consider but are not limited to, achievement of delivery milestones and assessment of delivery work.
“Key Personnel”	means those persons named in the Specification as key personnel
“Know-How”	means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).
“Law”	means <u>any</u> 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 the Law Enforcement Directive (Directive (EU) 2016/680).
“Lot” or “Lots”	means the lot(s) in respect of which Services may be ordered from the Provider and which are described in Schedule 2 to this Framework Agreement.
“Lot Manager”	means a Natural England nominated manager who commissions and manage delivery under the framework at Lot Level. Main point of contact for Suppliers at Lot Level.
“Malicious Software”	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
“Mini-contract”	means the Call Off Contract awarded to and accepted by Supplier following a Mini-competition.
“Mini-contract Amendment Letter”	means a variation to the Call Off Contract that may but not limited to, change contract value, term, delivery target or combination of these. Also see above definition for Contract Change Note (CCN).
“Mini-contract Award Letter”	means the offer of a Call Off Contract to a Supplier following a Mini-competition.
“Mini-competition”	means the award of a Call Off Contract by re-opening competition between the Providers appointed to the Framework Agreement and which are capable of performing the proposed Call-Off Contract.
“Month”	means calendar month.
“National Lot”	means a single geographical Lot covering all areas of England in respect of which Services may be ordered from the Provider and which are described in Schedule 2 to this Framework Agreement.
“National Lot Supplier”	Means a Provider to the National Lot. See above definition for National Lot.
“Occasion of Tax Non-Compliance”	means: (a) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

	<p>i) a Relevant Tax Authority successfully challenging the Provider under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Provider was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Provider submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Framework Commencement Date or, with respect to a Call-Off Contract, the Commencement Date, or to a civil penalty for fraud or evasion.</p>
“OJEU Notice”	means the contract notice of 08 February 2019 published in the Official Journal of the European Union.
“Order” or “Order Form”	means the document a Customer will send to the Provider setting out the details of the Services it requires from the Provider in the form set out in Schedule 6 to this Framework Agreement
“Party”	<p>means</p> <p>(a) if the term is used within Section 2 Standard Terms and Conditions of Framework Agreement, any party to the Framework Agreement and</p> <p>(b) if the term is used within a Call-Off Contract, any party to a Call-Off Contract.</p>
“Personal Data”	has the meaning given in the GDPR.
“Personal Data Breach”	has the meaning given in the GDPR.
“Premises”	means the location where the Services are to be performed, as such location is identified in the Order Form.
“Pricing Matrix”	means the pricing matrices set out in Schedule 3 to this Framework Agreement.
“Processor”	has the meaning given in the GDPR.
“Prohibited Act”	<p>means any of the following which constitute prohibited acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or Contracting Body a financial or other financial or other advantage to:</p>

	<p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010;</p> <p>(ii) under legislation creating offences concerning fraudulent acts</p> <p>(iii) at common law concerning fraudulent acts relating to the Framework Agreement or any other contract with a Contracting Body; or</p> <p>(iv) defrauding, attempting to defraud or conspiring to defraud a Contracting Body.</p>
“Property”	means the property, other than real property, issued or made available to the Provider by the Authority or Customer in connection with the Framework Agreement or any Call-Off Contract.
“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.
“Provider”	means the party appointed as a potential provider of Services as identified in section 1 to this Framework Agreement.
“Provider Equipment”	means the Provider’s equipment, consumables, plant, materials and such other items supplied and used by the Provider in the performance of its obligations under any Call-Off Contract.
“Provider’s Representative”	means any competent person appointed by the Provider to be his representative in relation to the performance of any Call-Off Contract who will receive and act on any directions given by the Contract Manager.
“Provider Software”	means software which is proprietary to the Provider, including software which is or will be used by the Provider for the purposes of providing the Services and which is specified as such in the Order Form.

“Provider System”	means the information and communications technology system used by the Provider in providing the Services including the Provider Software, the Provider Equipment and related cabling (but excluding the Authority System).
“Public Contracts Regulations”	means the Public Contracts Regulations 2015 (SI 2015/102)
“Quality Assurance”	means a system provided by Provider to monitor the quality of advice delivered including technical aspects to ensure their work is of an acceptable and consistent standard and to inform the process of continuous improvement.
“Quality Standards”	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Provider would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Order Form.
“Rate Card”	means generic units of activity – structured by type, capacity and duration. These are detailed in Annex A.
"RDPE Regulations"	means Council Regulation (EC) 1698/2005, Commission Regulation (EC) 1974/2006, Commission Regulation (EC) 1975/2006 and Statutory Instrument 2007/75 (as amended), and such successor or other regulations as may be applicable from time to time;
“Receipt”	means the physical or electronic arrival of the invoice at the address of the Customer detailed at clause A5.4 (Notices) of the Call-Off Contract or at any other address given by the Customer to the Provider for the submission of invoices.
“Regional Lot”	means one of the Lots identified in Schedule 2A section 4 ‘Overview of Lots and Activities, table 1: Lots. See also above definition ‘Lots’.
“Regional Lot Supplier”	means a Provider to one or more of the Lots identified in Schedule 2A section 4 ‘Overview of Lots and Activities, table 1: Lots. See also above definition ‘Lots’.
“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Call-Off Contract or any other affairs of the Authority and “Regulatory Body” shall be construed accordingly.
“Relevant Tax Authority”	means HM Revenue & Customs or, if applicable, a tax authority in the jurisdiction in which the Provider is established.

"Relevant Conviction"	means a conviction that is relevant to the nature of the Services or as listed by the Customer and/or relevant to the work of the Customer.
"Relevant Requirements"	means all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
"Replacement Provider"	means any third party service provider appointed by the Authority or a Customer to supply any Services which are substantially similar to any of the Services and which the Contracting Body receives in substitution for any of the Services following the expiry, termination or partial termination of a Call-Off Contract.
"Request for Information"	means a request for information under the FOIA or the Environmental Information Regulations.
"Scale of Escalation"	means a procedure used to manage poor Supplier performance. Details of this procedure are provided in Appendix B, section 5.7.
"Selection Methodology"	means the selection methodology set out in Schedule 4 to this Framework Agreement, to be applied for the award of Call-Off Contracts.
"Services"	means, in relation to the Framework Agreement, the services described in the Specification, and in relation to a Call-Off Contract, means those services within the scope of services set out in the Specification which are set out in an Order Form and which the Provider is required to carry out under a Call-Off Contract for a Contracting Body/Customer.
"Specification"	means the specification (including any related performance measurements, requirements, protocols and targets) of the Services for each of the Provider's Lot set out in Schedule 2A.
"Staff"	means all persons employed by the Provider to perform its obligations under the Framework Agreement and/or a Call-Off Contract together with the Provider's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Framework Agreement/ a Call-Off Contract.
"Sub-Contractor"	means a third party directly or indirectly contracted to the Provider (irrespective of whether such person is an agent or Affiliate of the Provider) whose services and/or goods are used by the Provider (either directly or indirectly) in connection with the provision of the Services, and "Sub-Contract" shall be construed accordingly.

“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Provider related to the Framework Agreement or a Call-Off Contract.
“Supplier”	means a contractor who has successfully tendered to provide a service under this framework agreement for one or more of the Lots. Also see above definitions for “Lots”, “Provider” and “Framework Agreement”.
“Supplier Framework Manager”	means Supplier nominated point of contact authorised to speak on the Supplier’s behalf. Responsible for overall delivery and quality of Advice and Information by the Supplier.
“Supplier Lot Manager”	means Supplier nominated contact for each Lot the Supplier is successful in. This contact is the Supplier’s point of contact at each lot level and is authorised to speak on the Supplier’s behalf.
“Tender”	means documents and information submitted by the Provider to the Authority in response to the Authority’s Invitation to Tender. References to the Tender shall also include all responses given by the Provider in response to the selection questions as part of the assessment of the Provider’s suitability at Stage 2 of the ITT.
“Third Party IP Claim”	any claim, demand suit or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority or the Provider) arising from the performance of the Provider’s obligations under the Framework Agreement or a Call-Off Contract.
“Third Party Software”	means software which is proprietary to any third party which is or will be used by the Provider for the purposes of providing the Services other than software which is an Authority Software.
“Urgent”	means where a response is needed within 24 hours.
“Valid Invoice”	means an invoice containing the detailed information set out in clause C2 (Payment and VAT).
“Variation”	means any amendment of or change to the Framework Agreement or Call-Off Contract or change in which the Services are provided.
“VAT”	means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.
“Working Day”	means any day from Monday to Friday, excluding any bank or other national holidays in England, Wales or Scotland.
“Working Hours”	means between the hours of 06:00 – 20:00 on a Working Day.

FRAMEWORK AGREEMENT SCHEDULE 2A

SPECIFICATION

1. Overview of the Framework

1.1 The three year (2019 – 2022) Farm and Land Management Advice Framework (FaLMA) is designed to complement the wider products and services of all Agricultural and Rural Policies and Programmes pre and post Brexit.

1.2 The Framework Agreement will be available for use by the Defra Network, Agencies and Bodies <https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs> (which will be referred to as Defra for the remainder of this document) and by Commercial Bodies. All tenders will be let through and managed by Natural England. Rural Development Programme for England (RDPE) funded activity will only be available in England but other funding streams may enable some activity throughout the whole of the United Kingdom.

1.3 The **purpose** of the Framework is to provide clear, accurate and targeted advice, training and information to farmers, foresters, other land managers, their advisers and communities on environmentally sustainable land management, so that they are better informed to make business decisions that maximise outcomes for the natural environment.

1.4 The main **objectives** of the Framework are to:

- Provide advice, training and raise awareness and understanding of environmentally sustainable land management and associated farm infrastructure;
- Improve the level of skills to allow farmers/land managers and associated individuals to deploy measures to improve sustainability and efficiency;
- Support the maintenance and improvement of natural capital;
- Provide an integrated, consistent, targeted, high quality and cost-effective service to farmers/land managers, including their advisers and communities.

1.5 The Framework will encompass a range of advice themes, detailed in section 2 below. Where appropriate, advice will be offered that integrates across themes and supports climate change adaptation and resilience as a cross-cutting theme, be delivered both on-site and through events and be locally tailored. Access and signposting to advice will in most cases be through a single service portal which may also form part of the Framework. Providers should note that the scope of the Framework may widen its range of themes in future years.

1.6 The Framework will be funded by:

- Rural Development Programme for England (RDPE) 2014-2020, by Articles 14 and 15 of Regulation (EU) 1305/2013;
- UK exchequer;
- Subsequent programmes or schemes that support such approaches;
- Commercial funding sources.

1.7 Providers should note that the services to be offered under the Framework will be through demand from, and uptake by, farmers, other land managers, their advisers and communities. Currently advice is 100% funded, however, it is expected there will be occasions where charges will be required for one to one or group activities. It will be the Providers responsibility to have the systems in place to collect charges.

1.8 Defra aims to maximise the benefits from integrating its own advisory capacity with that offered by partners, stakeholders, contractors and the commercial advisory sector to deliver a 'joined up' service to front-line customers. As such, advisory/training activity (both in-house and via Providers) will be delivered as an integrated service so that farmers/land managers are contacted in a targeted way and multiple approaches are avoided. Similarly, it is important that customers are signposted both to and from relevant services provided by other organisations.

2. Advice Delivery Themes

2.1 The requirements have been separated into the main themes as highlighted below:

Theme Number	Theme Title
1	Water Quality and Protection, including Water Framework Directive
2	Air Quality and Ammonia Reduction Directive
3	Support for current and future environmental management schemes
4	Farming and Forestry Productivity
5	Cross Compliance
6	Greening
7	Sustainable Use Directive, Pesticides (SUD)
8	Animal and Plant Health
9	Other Environmental Management and Biodiversity Advice
10	Climate Change Adaptation and Mitigation
11	Soils - their Management and Protection
12	Accreditation of Land Management Advisers
13	Flood Risk Management
14	Water Resources

2.2 Each theme highlights the areas of work that the potential Providers will be asked to provide services for. The list is not exhaustive and is an example of the range of work areas within each Lot. Further detail on each of the themes is set out in sections 2.3 to 2.15 below.

2.3 Water Quality and Protection, including Water Framework Directive & Air Quality and Ammonia Reduction Directive

Defra's Natural Environment White Paper set the goal of "*being the first generation to leave the natural environment of England in a better state than it inherited*". Improving the water environment and air quality is central to delivering this ambition, securing big gains for our economy and society.

Action is needed in partnership with the farming industry to protect water and air quality in ways that support competitive agriculture, maximise the opportunities for 'win-wins' which help farm businesses to become more resource efficient, improve farm infrastructure, diversify income, boost reputation and leave a strong environmental legacy.

Risks around water resources and flooding may mean that these areas form part of a wider water offer to agriculture around Natural Flood Management and water resource protection.

Defra intends to procure advice to farmers, land managers, their advisers and communities on water and air quality and protection under two distinct themes:

a) Advice on regulatory compliance

Provision of advice on protection of water quality and resources is an EU legal requirement under Regulation (EU) No 1306/2013. This advice focuses on those measures implementing Article

11(3) of the Water Framework Directive (Directive 2000/60/EC), which describes 'the minimum requirements to be complied with'. These include regulations such as the Nitrates Prevention Pollution Regulations and consequently there is a close link with the advice provided on cross-compliance in section 2.6. The latter already includes some (but not all) regulatory requirements on water quality and protection e.g. Farming Rules for Water.

In line with advice on cross-compliance, advice would be available to all farmers through different media including, but not limited to, a helpline, website and one-to-many local/national events. There is the potential to commission one-to-one on-site advice on these issues. However, this would most likely be focused on sensitive areas and provided via part (b) below.

There is currently no legal requirement to provide advice on protection of air quality. Guidance is provided under the Code of Good Agricultural Practice for Ammonia Emissions and Defra's Clean Air Strategy sets out plans for reducing ammonia emissions with a focus on agriculture as the main source of ammonia emissions. Air quality advice would all be provided via part (b) below.

b) Advice on financial incentives and voluntary measures

Additionally, in sensitive water catchments, Defra may also provide advice to farmers, land managers their advisers and communities on:

- the financial incentives available through the 2014-20 Rural Development Programme and future programmes or schemes, to improve water and air quality (this may comprise pre-application advice and/or advice on delivery of agreed mitigation measures);
- additional voluntary measures which farmers can elect to do to improve water and air quality.

The service would primarily consist of on-site, one-to-one advice, supported by group events, demonstration type activity and advice clinics as necessary. It would only be available to farmers in sensitive catchments and is likely to cover a percentage of the area of England. Integrated delivery with other environmental requests of farmers and advice on Rural Development Programme schemes (see other paragraphs in this section) will be an important focus, with an ambition that farmers will not interact with multiple points of contact.

Advice in this sub-section is currently largely provided by Catchment Sensitive Farming (CSF), which supports farmers to tackle water and air pollution using farmer advice/training and incentives on a voluntary basis. Priority catchments have been targeted to help meet the requirements of the Water Framework Directive (WFD) and improve freshwater Sites of Special Scientific Interest (SSSI), where evidence suggests that pollution from farming impacts significantly on water quality and aquatic habitats. Air quality advice is targeted at the same areas to improve both national air quality, as a requirement of the National Emissions Ceiling Directive (NECD), and the condition of SSSIs that are adversely affected by aerial deposition of ammonia.

CSF is delivered in partnership by Natural England (NE) and the Environment Agency (EA) and is funded by Defra through Grant in Aid, the Rural Development Programme 2014-20 and partner organisations.

2.4 Support for current and future environmental management schemes

The Countryside Stewardship Scheme (CS) is a single incentive scheme, combining both agri-environment and forestry measures. Countryside Stewardship (CS) provides financial incentives for farmers and land managers to look after their environment by:

- conserving and restoring wildlife habitats
- supporting farmland biodiversity (like pollinators and farmland birds)
- flood risk management
- woodland creation and management
- reducing the risk of water pollution
- enhancing the landscape character of the countryside
- preserving historical features in the landscape
- encouraging educational access

The scheme is:

- open to all eligible farmers, woodland owners, foresters and other land managers
- suitable for many types of land use, for example conventional and organic farmland, coastal areas, uplands and woodlands
- competitive
- scored against local priority targets supporting national aspirations to maximize environmental benefits

a) Rationale for offering advice to specific CS agreement holders with specific options.

There are options which, because of their nature prove challenging to control and verify and achieve audit compliance. These options relate to stocking densities; to actions undertaken at a given moment in time; to reductions in applications of “inputs” (fertilisers and pesticides) and those options requiring specific sward heights. It will be necessary to satisfy the Paying Agency and the Managing Authority that such options can be verified and controlled. Doing so may well mean greater reliance on guidance.

Advice needs will cover those CS options where support is needed for option verification and agreement obligation. There are a number of options with prescriptions that require limits on fertilisers, manures, grazing management and stocking numbers.

Potential advice requirements to support these and similar options:

- Nutrient management and planning at the field and farm scale;
- Accounting for nutrient content of organic fertilisers and inorganic fertilisers;
- Grazing management and sward management;
- Timing of applications;
- Record keeping, to include stocking records, fertiliser and organic manure applications, etc.

Advice activity to support some of the broader objectives such as pollinators and farm wildlife may also be a requirement.

The assumption is this advice will be offered mainly by Group Event activity but with scope for targeted 1:1 visits for high risk agreements and/or agreement holders.

b) Provision of advice and support to improve CS scheme delivery and uptake

- Where scheme uptake, particularly in the Mid Tier, is not currently fulfilling the ambition of government policy or where inspections and monitoring have suggested areas for

improvement in scheme management, this framework could be used to support overall scheme delivery and might include:

- Promotional activities in areas to encourage the take up of schemes generally;
- The encouragement of land managers to take up options or packages of options that deliver against priority targets or aspirations;
- The demonstration and sharing of good practice.

c) Advice to support land managers transition to and deliver the future environmental land management system

- Current government aspirations include the ambition to move the agricultural support system from one based on the Common Agricultural Policy (CAP) to one that supports the enhancement of natural capital and the delivery of public goods. The intention is to generate an environmental land management system. This system will be one of the primary mechanisms to deliver the objectives set out within the Government's 25 Year Environment Plan. With this change land managers and their advisers are likely to need a range of support and guidance to both deliver the objectives of the new programme and to understand how this programme might interact with a sustainable industry. Although the generation of this new system is still under development and dependant on a finalised policy framework, work to deliver against this area might include:
- Advice/training for farmers, foresters, other land managers, their advisers and communities in the new system;
- Certifying skills of potential environmental land management advisers;
- Delivering promotional campaigns;
- Supporting transition.

d) Forestry advice requirements

Additionally, there is a need to provide this specifically to land owners and land managers who are currently managing their woodlands through high level messages and sign posting.

The key messages to consider would include:

- Regulatory compliance;
- Promotion of woodland management plans;
- Signposting to UK Forestry Standard;
- Linkages to woodland management and creation to Water Framework Directive, flood risk management and air quality;
- Promotion of woodland creation where appropriate;
- Promotion of non-RDPE grants;
- Tree health.

2.5 Farming and forestry productivity

The Countryside Productivity Scheme (CP Scheme) and subsequent Schemes will support farm and forestry businesses and other land managers to innovate and improve the productivity and competitiveness of their businesses. It will encompass elements of farm modernisation, innovation, market orientation, and promotion of entrepreneurship that form part of the required coverage of the Farm Advisory Service.

The CP Scheme supports:

- investment in physical assets; equipment and infrastructure
- skills development and training, including knowledge exchange and demonstration activity
- cooperation between businesses and through supply chain

- operational groups within the European Innovation Partnership for Agricultural Productivity and Sustainability
- young farmers and new entrants to develop their businesses in the early years
- targeted projects to improve on farm biosecurity, disease prevention and improved animal welfare

The following advice needs would apply to farming and forestry businesses and other land managers:

- resource efficiency and environmental sustainability of farm and forestry businesses
- increasing efficiency in water use
- increasing efficiency in energy use, facilitating the supply and use of renewable sources of energy, of by products, wastes and residues and other non-food raw material
- improving soil and nutrient management
- reducing greenhouse gas and ammonia emissions from agriculture
- adaptation to the impact of climatic and other environmental pressures

2.6 Cross compliance

Provision of advice on cross compliance is an EU legal requirement (under Regulation (EU) No 1306/2013). All farmers claiming under the Basic Payment Scheme (BPS) and other payments under CAP support schemes are required to meet cross compliance conditions. Cross compliance rules are a minimum set of requirements to help protect the environment, and improve food safety and animal welfare. Member States are required to provide an advice system which provides advice on cross compliance to enable farmers to meet their obligations.

All types of agricultural and environmental activities are covered by cross compliance including:

- environment and landscape
- resource protection
- public, plant and animal health, and
- animal welfare.

Claimants must comply with the requirements across the whole agricultural area of their holding, regardless of the amount of land entered into the Basic Payment Scheme (BPS). If there is a breach of cross compliance that is directly attributable to the claimant, they may have their BPS and other payments reduced. Cross compliance also forms the basis for environmental stewardship schemes and is therefore a critical baseline condition for the success of these schemes.

A co-ordinated national programme of cross compliance advice will be delivered, covering all regions of England, and in active partnership with industry-related bodies and other stakeholders. The advice will be for land managers and advisers, as well as farmers.

To note, one to one visits on farms are potentially on offer, although the current advice programme provides only group events, a helpline, and a website. The website for the advice programme will be hosted on GOV.UK. Similarly the helpline will be amalgamated into an existing helpline provided by Defra with more detailed technical calls being forwarded to the Supplier delivering the advice. The Supplier will be expected to work with Defra to ensure these elements form a coherent part of the wider advice service. Advisers will also be required to be aware of sources of advice on environmental and economic issues not covered initially by them, and be able to direct farmers to these sources.

Use of new and innovative ways of engaging with farmers to provide direct advice in addition to established methods should be exploited. Events could be arranged regionally according to need

and what works best within that region. Each event must be integrated, as far as possible with delivery of advice on SUD, WFD/CSF and CP Scheme [see Regulation (EU) No1306/2013, Article 12, paras 2, (d) and (c) respectively.

Cross compliance advice needs are expected to focus on:

- The two existing elements of the cross compliance rules, Standards of Good Agricultural and Environmental Condition (GAEC); and Statutory Management Requirements (SMR), as implemented in England;
- Integration of advice delivery with other CAP advice – see commitments in the Review of Environmental Advice, Incentives and Partnership Approaches (March 2013);
- Targeting of advice to reduce the number of non-compliance breaches.

2.7 Greening

From 1 January 2015 there has been a greening payment, as part of the Basic Payment Scheme (BPS) that replaced the Single Payment Scheme, relating to new, compulsory, environmental requirements [Common Agricultural Policy \(CAP\) Reform - GOV.UK](#). The greening payment comprises approximately 30% of the BPS payment and there are three greening requirements with which claimants have to comply, although there are exemptions for some from these rules.

These three requirements are listed here.

- Crop Diversification on arable land;
- Permanent Grassland;
- Ecological Focus Areas (EFA).

Additional voluntary environmental measures on top of the above three rules are not required, although farmers are encouraged to undertake them.

The advice needs for greening will primarily relate to:

- The core requirement is awareness raising, building understanding and advice on the three greening requirements, including any recent rule changes;
- Choice and location of EFA options;
- The ban on the use of Plant Protection Products on EFAs;
- How greening requirements affect Environmental Management Schemes;
- Signposting to and raising awareness of the recommendations contained in the National Pollinator Strategy;
- Signposting where appropriate to Campaign for the Farmed Environment (CFE) sources of advice (if available) so as to encourage voluntary environmental measures.

2.8 Sustainable Use Directive (Pesticides) (SUD)

The advice need must cover key practices and actions necessary to implement the SUD. The Voluntary Initiative (VI), which is industry led and funded has various guidance on its web-site (<https://voluntaryinitiative.org.uk/>) about the current requirements of the directive and what farmers need to do.

The advice need is to explain the principles of sustainable pesticide use with a particular emphasis on:

- The principles and benefits of integrated approaches;
- Identifying and mitigating risks when storing, handling, applying and disposing of pesticides.

Advice must:

- Highlight legislation and rules which support the aims of the directive, and the penalties and risks to the Basic Payment Scheme from not adopting these requirements;
- Direct pesticide users to sources of advice such as the Voluntary Initiative (VI) and any relevant additional training opportunities;
- Direct pesticide users to funding available for improving pesticide handling facilities and application equipment;
- Provide best practice advice in pesticide handling and application and reducing pollution risk to water and habitats.

This advice can be delivered primarily through one to many, group type events and could be offered as part of cross-compliance advice activity.

The SUD is being implemented across the EU to raise standards and promote a more consistent approach to controlling pesticide use. The SUD specifies outcomes and measures that member states should achieve and/or take to reduce the risks associated with pesticides and promote the use of integrated and alternative pest management techniques. The directive is being implemented by various means including the use of legislative requirements and industry led approaches.

Due to previous legislative requirements and the widespread adoption of industry-led approaches many UK farmers and growers already use practices and/or measures which are required to help implement the directive. However there is a need to ensure that farmers and growers have access to related advice which takes account of the latest scientific understanding, technical and technological advances and new legal requirements.

Under the SUD, anyone who uses professional pesticides:

- Must demonstrate Integrated Pest Management (IPM) is practiced;
- The person applying pesticides must hold a specified training certificate;
- The application equipment being used must have a certificate issued by a designated inspection body.

These are key requirements for the UK and its farmers. Non-compliance could lead to enforcement action being undertaken and threaten BPS payments. IPM is a policy priority because it both helps to protect the environment and helps reduce resistance developing in an increasingly narrow range of pesticides. It also has an EU dimension as the UK view is that pesticides that could be used safely should be authorised. It therefore helps our position to be able to show that pesticides are used sparingly and responsibly.

2.9 Animal and plant health

This may be a possible future advice/training need under this framework.

2.10 Other environmental management and biodiversity

This may be a possible future advice/training need under this framework including farmer collaboration and advice associated with Protected Sites.

2.11 Climate change adaptation and mitigation

There may be a possible future need for advice specifically focused on climate change adaptation or mitigation under this framework beyond the wider need for supporting climate change adaptation and resilience through the delivery of other advice.

2.12 Soils - their management and protection

The advice shall provide farmers and land managers the knowledge, understanding and practical skills to improve soil management and soil health as well as reducing soil erosion and run off.

Advice shall improve the understanding of soil biology, physics and chemistry and how these interact to effect soil function and sustainability.

Advice must enable farmers to understand and implement the requirements under Cross Compliance and Farming Rules for Water in relation to soils.

Best practice advice on soils would cover:

- Improving soil structure and preventing soil damage
- Cultivation systems including reduced/zero tillage and Controlled Traffic Farming
- Improving soil organic matter
- Rotations
- Water infiltration and storage capacity of soils
- Increasing soil carbon
- Soil nutrients
- Soil sampling and analysis
- Reducing soil loss from erosion, run-off and wind
- Protecting water and sensitive sites from sediment loss
- Adapting agricultural production systems to protect soils and reduce pollution
- Land use and crop selection to protect soils
- Soil management to improve water and air quality, reduce flood risk, address water resources issues including drought and to improve soil carbon storage

2.13 Accreditation of land management advisers

To support a programme of advice to train accredited advisers and agents as part of a future Environmental Land Management scheme.

2.14 Flood risk management

The advice will integrate with advice on water quality under the Water Framework Directive and with the EA's Flood Risk Management Plans.

Advice on flood risk management on a farm and catchment scale including:

- Increasing soil water storage capacity
- Slowing the flow
- Pathway control
- Buffering and protecting water bodies
- Increasing water storage on farm
- Land use change and crop selection
- Improving yard and field drainage systems to control water storage and outfall
- Construction of water holding features/sustainable drainage systems
- Tree planting

2.15 Water resources

Advice on managing water resources (quantity) for sustainable farming and environment. The advice will help meet the objectives of the Water Framework Directive.

Advice on water resources will include:

- Water use audit, survey of water pathways and losses
- Water storage on farm including reservoirs and rainwater storage
- Water use efficiency on farms including irrigation systems, livestock building washing systems, water recycling, provision of water for livestock and access to water
- Water pathway management
- Land use and crop selection including for drought tolerance
- Protection of water bodies
- Water holding capacity of soils

3. Scope of Requirements

3.1 The Framework Providers will be required to use competent and suitably qualified advice providers to deliver mini-contracts, who have a minimum of two years practical experience of successfully delivering advice and information to farmers/land managers and their advisers, unless otherwise specified. Adviser experience will be assessed at the Mini-competition stage.

The team of advisers collectively shall have experience and understanding of the following:

- Knowledge of British farming, forestry, sustainable food production, animal and plant health, business and management and rural communities;
- Knowledge of the natural environment and biodiversity;
- Knowledge of sustainable green economies and resilience to climate change, including current strategies for climate change mitigation and adaptation in agriculture;
- Knowledge of British agricultural performance, rural economy and competitiveness;
- Knowledge of diffuse pollution from agriculture, management and protection of soils, natural flood management, water resources and agri-environmental issues and CAP reform;
- Experience of delivering European funded advice projects including compliance with EU regulations.

In order to effectively deliver services under the Framework Agreement, Providers must have knowledge and understanding of the range of legislation, guidance and policies from which advice requirements will be generated, including:

- The aims and objectives of Defra;
- Conservation and environmental legislation, including the Water Framework Directive, Habitats Directive, National Emissions Ceiling Directive and the national regulations that implement these directives;
- Guidance documents dealing with regulations and good practice;
- The CSF, Cross Compliance, CP Scheme, SUD and Greening advice programmes;
- Agri-environmental schemes – including Countryside Stewardship (Higher Tier, Mid Tier and Facilitation Fund), Environmental Stewardship and other schemes;
- The RDPE and other EU/UK regulatory policies and programmes;
- Defra's - A Green Future: Our 25 Year Plan to Improve the Environment;
- Agriculture Bill 2018.

3.2 The Supplier's ability to deliver specific activities will be tested at the mini-competition stage. The mini-competition technical scores will be informed by the Providers' evidence of the quality of advisers proposed to undertake the specific delivery, through the submission of Adviser Experience Profile (templates to be provided as part of the Framework Management Manual). Some activities will require specific qualifications to be held by delivery advisers e.g. FACTS, BASIS. These will be detailed in the mini-competition request. Providers will also be required to

provide evidence and skills, in relation to their proposal for managing the delivery of the mini-contract, if the bid is successful.

3.3 Providers will be required to provide a mix of advice and training via one to one, one to few and one to many events delivered through a mixture of events both on and off site and written/digital material. The aim of the advice is to enhance the knowledge and understanding of those attending. It is the Providers responsibility to ensure that those receiving advice or training are eligible and will cover the following, but not solely limited to:

- Farmers and other land managers
- Forest holders
- Advisers
- Communities

3.4 Providers are required to meet all costs in ensuring that their delivery staff and sub-contractors are trained and competent and possess the relevant skills and knowledge to effectively deliver advice under the framework. All advice delivery must be in accordance with current professional and technical knowledge, good agricultural practice and relevant legislation.

3.5 It is expected that Providers will provide continuing and appropriate learning and development opportunities for their staff and sub-contractors. This might include for example, development of an industry recognised professional qualification/accreditation.

3.6 Providers will be expected to put in place clear monitoring and reporting procedures for the measurement of delivery against Key Performance Indicators (KPIs), milestones/targets and systems for measuring, analysing and using customer feedback as part of the continuous improvement process.

3.7 Providers are responsible for ensuring that the services provided under the Framework are delivered in accordance with this Specification of Requirements and the terms and conditions of the Framework contract and mini-contracts. A Framework Management Manual (FMM) will be provided which will steer the higher level management of the Framework contract and provide some direction to the management of mini-contracts.

3.8 Providers must put in place their own Quality Assurance (QA) system to monitor the quality of advice delivered including technical aspects, to ensure their work is of an acceptable and consistent standard and to inform the process of continuous improvement. Providers must provide NE with details of how their QA system operates, analysis of their QA findings and where relevant mitigation/improvement and contingency actions taken to ensure quality expectations are achieved.

3.9 Providers must ensure that all advice, training and information delivered under the FaLMA will be branded as required by Natural England. All RDPE funded activity must be sub-branded with European Commission (EC) and Defra logos as required under the Rural Development Regulation. Activity relating to Defra projects, such as NE's CSF programme will be sub-branded with the appropriate logo. No Supplier branding will be permitted at any point during the delivery and reporting of advice.

3.10 Providers under the framework are required to use the standard reporting templates and guidance that will be provided by Defra.

3.11 Providers should note that 'on-the-spot' checks (inspections) on a minimum of 5% of expenditure, may be carried out at Supplier offices at short notice.

3.12 Providers should note that they may be required to input into wider evaluation activity at no extra cost to NE, for example, reviews undertaken by external contractors as part of evaluations of Rural Development Programme(s), as well as studies on the impact on rural businesses.

3.13 Providers must note for public funded activity the maximum costs permitted throughout the period of the 2014-20 Rural Development Programme are:

- Cost of the advice provided to an individual: maximum €1,500 per advice theme (net of VAT). Delivery to individuals and attendance at group events will count towards the individual EU limit of €1500 per advice, calculated by dividing the cost of the event by the number of attendees.
- Cost of training of advisers: maximum €200,000 per three years (net of VAT) for the training of staff within any individual business.

4. Overview of Lots and Activities

4.1 Under the FaLMA Framework, Providers will be required to provide a wide range of advice to support Defra. This has been grouped into **8** geographical Lots (see **Annex C**) and 4 Activities, detailed in Tables 1 and 2 below.

Table 1: Lots

Lot number	Lot name
1	North West
2	Yorkshire & The Humber and North East
3	East Midlands
4	West Midlands
5	East of England
6	South East & London
7	South West
8	National

Table 2: Activities and related Lots

Activity number	Activity name	Lots
1	Individual one-to-one advice (on-site)	Lots 1 to 8 (Regional and National*)
2	One-to-many group advice events (on and off-site)	Lots 1 to 8 (Regional and National)
3	Guest Speaker, Chairing & Facilitation	Lots 1 to 8 (Regional and National)
4	Other Activities	Lots 1 to 8 (Regional and National)

* Note Activity 1 will be permitted for Lot 8 National mini-competitions only in exceptional circumstances:

- to maximise integration and ensure consistency Nationally; and
- in response to regulatory advice need that cannot be delivered via Lots 1 to 7.

4.2 Providers should note that flexibility will be applied where activity is being procured for delivery in a defined geographical area that is not wholly within one Lot. This might include for example, a CSF priority catchment that falls within two lots or advice targeted for a specific purpose that includes land adjacent to a Lot. The commissioning of the activity will either be via (i) a 'lead Lot' approach where only a small amount of the activity is outside the 'lead Lot' (less

than 20% activity) the activity will be procured only via the 'lead Lot' with only the Providers within that Lot invited to tender or (ii) all Providers for the relevant Lots will be invited to mini-competition. Where activity covers three or more Regional Lots or a defined geographical area, NE reserves the right to solely invite the National Lot Providers to bid.

5. Activities

5.1 The pattern of advice/training and information that will be delivered will vary by Lot, theme/sub-theme and year. Specific requirements in terms of number, type and timing of activities will be developed by NE. These plans will take account of regional variation e.g. in relation to type of agriculture, topography, size of holding etc. and local/regional needs and targets. They will form the basis of specific requests for advice/training provision through mini-tenders issued to the approved Providers under the framework agreement. As resources for advice, training and information will be limited by budget, delivery will be targeted to areas where greater support is required.

5.2 Generic units of activity have been developed - structured by type, capacity and duration as shown by the "Rate Card" at **Annex A**. Additionally, for one-to-one activity where reports are required units include time allowances for post-visit report writing and production. These activities will include, but are not limited to:

5.3 Individual one-to-one advice activity:

- One-to-one advice – the provision of on-site advice to farmers, their advisers, other land managers and communities including in most cases, preparation of a site-specific interpretative report.
- Sampling and analysis – including on-site soil and manure sampling and laboratory analysis with in some cases, preparation of a site-specific interpretative report.

5.4 One-to-many group advice activity:

- Workshops/meetings – the provision of workshops can be classroom style, with formal presentations and with the potential to be combined with discussion/facilitated sessions.
- On-site walks/demonstrations – held on suitable sites to develop understanding of environmentally sustainable land management. These will show the practical application of practices and/or equipment and ideally allow comparisons to be made between these and the alternatives proposed.
- Combined events – a combination of either an organised walk with workshop/meeting session and/or site-based workshop/meeting with a walk at the end.
- Conference/seminar – the provision of more formal events for larger groups of farmers/land managers, communities and/or advisers comprising lecture style presentations.
- Third party events – the provision of guest speakers/chairs/facilitators at national or regional advice events hosted by other organisations e.g. NFU, CLA, TFA, discussion groups etc.
- Facilitation of a series of group meetings.

5.5 Other activities:

- Professional/Specialist expertise – comprising, for example, the provision of an adviser to backfill a vacant in-house adviser post, ecological evaluations, consultant and land agent's fees.
- Technical guidance materials – comprising the development, production and distribution of theme-specific technical guidance materials.
- Digital media – including promotion of electronic information/guidance/advice via websites. The encouragement, use and adoption of additional internet based digital tools

such as mobile applications, e-bulletins, social media etc. including any new tools or technologies that arise during the lifetime of this framework.

The following activity will be considered as National Lot activity if called upon and Providers must indicate whether they can supply such activities on a national basis in their tender.

- Technical helpline – the set-up and provision of a national helpline e.g. by telephone/web/email, to answer technical queries from farmers/their advisers/land managers/communities in relation to one or more of the Framework advice themes.

5.6 Providers should note that there may be multiple interactions with individuals e.g. attendance at a group event followed by a one-to-one visit.

6. Activity Specifications (all activities)

6.1 Detailed standard specifications for Activities 1 to 4 are at **Annex A** for which prices apply via the “Rate Card”. Additionally, non-standard activity may also be procured under the Framework for which a “Rate Card” will not apply. Some examples of some non-standard activities are detailed in **Annex B**.

ANNEX A: STANDARD ACTIVITY SPECIFICATIONS (Prices applied via the “Rate Card”)

Activity 1 - Individual One-to-One Advice

This activity offers farmers, their advisers, other land managers and communities the opportunity to obtain face-to-face, site-specific and on-site advice including in most cases, an interpretative report.

Note: Annex D contains some ‘Examples of Advice Specifications’

Activity type

This includes:

One-to-One On-Site Advice

Visit duration

Duration of one-to-one advice i.e. the time spent in delivery on-site, will vary depending upon the (i) size and type of farm (ii) topic and/or (iii) purpose of the visit. Times will be specified in the Mini-Tender.

Time spent pre & post-visit

Most one-to-one on-site activity will include pre visit preparation and the provision of a report to the farmer, other land manager or community following the advice. Duration will vary depending upon the sub-theme/topic. Times will be specified in the Mini-Tender.

Requirement

The Supplier will provide an adviser who must have in-depth knowledge of the topic area to deliver on-site advice to a farmer and/or other land manager and/or communities and unless specified in the mini-tender produce a site-specific report. The purpose, type and duration of the activity will be specified at mini-tender stage. Providers may need to carry out a mailshot and/or other promotional activity in order to secure bookings.

Time input by the adviser (and cost) may include the following:

- **Cold calling** by telephone of farmers, other land managers and communities, using contact listings provided which may not always include a phone number. All cold calling must be undertaken by agriculturally competent administrative staff or advisers.
- **Preparation**, including a briefing from the advice customer leads e.g. Catchment Sensitive Farming Officer (CSFO), Defra or commercial water company to confirm visit priorities.
- **Pre-visit contact** to (i) discuss the aims and objectives of the advice (ii) obtain basic information about the site (iii) advise the farmer/land manager and/or communities of any information that they need to provide and/or have to hand. The aim of this contact is to maximise the usefulness of the advice visit.
- **Travel to the site** and any subsistence costs.
- **Completion of the one-to-one advice post visit report** using the guidance or template provided.

- **Follow-up telephone contact** for 4 weeks post visit to clarify queries.

All one-to-one visits must include the following:

- Introductions, scene setting and scope of the advice to manage expectations;
- An appropriate tour of the site focusing on areas most relevant to the purpose of the visit;
- Discussion of findings and opportunities for environmentally sustainable land management;
- Seeking of commitment by the farmer to the next step and signposting to further advice and information;
- Logging of any requests for further assistance and/or follow-up advice;
- Evaluation of the visit by the farmer, other land manager and communities using the template provided;
- Completion of Tables of Practice or other recording documentation as detailed in the Mini-Tender.

For large or multiple holdings, visits may take more than one day to complete. Where this is the case, the number of holdings to which this applies and the maximum amount of time to be taken for each visit will be agreed in advance with NE.

Sometimes more than one individual may be present for one-to-one advice e.g. additional family members, business partner etc.

Some activity will need to take place during evenings or weekends.

Reports for advice recipients

Unless otherwise stated in the mini-tender a site-specific one-to-one report must be produced by the adviser using the standard template(s)/guidance provided. Requirements stated in the mini-tender must be taken into account. The one-to-one report must be sent to the recipient and to NE at the same time within 10 working days of the visit.

Follow-up contact

Follow-up telephone contact will be provided by the adviser for 4 weeks following the visit to clarify any issues relating to the advice provided and reaffirm commitment to next steps. Where no subsequent contact has been made by the advice recipient the adviser must make a follow-up telephone call to confirm receipt of the report and answer any queries. After the 4 week period, queries must be directed to the relevant advice commissioning team.

Follow-up one-to-one visits and/or telephone contact may be required in a small number of cases, as agreed and confirmed in the mini-tender by NE or by subsequent variation of the mini-contract.

Soil/manure sampling and analysis

Soil/manure sampling and analysis advice activity will include on-site sampling and subsequent laboratory analysis with in some cases, preparation of a site-specific interpretative report in accordance with the specifications provided in the "Rate Card".

Activity 2 – One-to Many Group Advice Events

Group events offer farmers, their advisers, other land managers and communities, the opportunity to obtain advice in a group environment. The events can be a useful mechanism for highlighting the key issues for the sector/local area and can replace the need for an on-site one-to-one visit. The event type, duration and capacity can be tailored to suit the topic area to be covered.

Activity type

This includes:

(2a) Workshop/Meeting (including drop-in or pre booked sessions)

(2b) On-Site Walk

(2c) Combined On-Site Walk with Workshop/Meeting

(2d) Conference/Seminar

Capacity

Capacity will vary depending on the format and theme. Indicative capacity is as follows:

- a) 10 attendees
- b) 15 attendees
- c) 25 attendees
- d) 50 attendees

Duration

Duration of group events i.e. the time spent in delivery will vary depending upon the format and theme/sub-theme. Indicative durations excluding travel is a half day.

Requirement

Includes the organisation and delivery of group (face-to-face) events of appropriate type and mix to suit the target audience/sector, business type and subject area. The aim is to provide advice and information, technical and/or non-technical, to groups of farmers and other land managers and/or, for some events, their advisers and communities. Group events can be a useful way of identifying individuals who might benefit from a one-to-one visit.

- Events with capacity of 25 or less should be based on 1 adviser who must have in-depth knowledge of the topic area as required within the skills set out in the mini tender.
- Events with capacity of more than 25 should be based on 2 advisers, one who must have in-depth knowledge of the topic area as required within the skills set out in the mini tender.
- Two events could be run back to back on the one day.
- Where events are being held on-site, a pre-visit and walk around the site by the adviser(s) who will be delivering the event is required.
- For some events e.g. workshops on industry software such as Nutrient Management Planning Tools, attendees must be asked to bring farm-specific information with them.
- Conferences/seminars: These may require speakers who are 'experts' in the relevant topic/theme.

NE may provide a mailing list of contacts to be offered group advice. Providers will need to carry out a mailshot and/or other promotional activity in order to secure bookings.

Time input and cost, includes: liaison, and if necessary meeting, with the event lead e.g. CSFO to plan agenda, venue, objectives, format, content, liaison with speakers/facilitators etc., production of advisory aid materials, event management and delivery.

The Supplier has full responsibility for event management including: publicity which may include social media, as agreed at the Inception Meeting, printing, mailing costs, booking administration to include attendee reminder text messaging, event overbooking management etc., venue hire unless otherwise specified in mini-tenders, equipment, e.g. projector, TV/video, flipcharts, travel and subsistence for the adviser(s), provision of refreshments, tea/coffee and biscuits, with a buffet lunch for whole day events, all biosecurity, risk assessment and health and safety issues, general administration, distribution and collection of attendance sheets and feedback forms and post-event reporting.

The Supplier has primary responsibility for the publicity of events to ensure that event capacity is met. This must include an invitation flyer mailshot which is appropriate to the audience. A second mailshot and telephone follow up may be required to achieve event capacity. Information about forthcoming events, e.g. event invitations must be provided to NE no less than 5 weeks prior to the event taking place.

The Supplier must arrive at the venue in good time to set up and then manage any necessary storage/despatch of equipment etc. at the end of the event. The time allocated to the event must include addressing ad-hoc queries from participants before and after the event.

If the Supplier is delivering a series of events it may be necessary to adapt the presentation content/style to suit different audiences. Comments made at earlier events and any updates for example, changes as a result of new legislation, will need to be taken into account.

Events of more than half day duration will be classed as non-standard activity.

Some activity will need to take place during evenings or weekends.

(2e) Optional activity

On occasion, the need for additional activity may be identified beyond what is included in the specification above. Where required this will be specified in the mini-tender. This could include for example:

(i) Computers

The provision of appropriate hardware/software and organisation of any networking requirements for events focused on the use of on-line tools e.g. PLANET, per computer or shared basis as agreed with NE. As with other equipment the Supplier is responsible for any haulage/carriage of that equipment to and from the event.

(ii) Additional adviser

An additional adviser may be required for some events e.g. where computers are being used.

Activity 3 – Guest Speaker, Chairing and Facilitation

Requirement

The Supplier will provide a speaker/chair/facilitator with appropriate skills/knowledge to provide relevant advice for events such as discussion groups, agricultural shows, demonstrations,

workshops, seminars, conferences or walks organised by Defra, stakeholders or another third party. Time at event will vary depending on the activity, whether a guest speaker/chair/facilitator/mentor is present etc. However, the individual must always ensure that they arrive at the venue in good time to set up.

Time input (and cost) by individuals includes: preparation, including liaison and if necessary meeting with organiser on site to plan agenda and agree the role, confirm information and equipment requirements e.g. tools for breakout sessions and pre-prepared questions/advance briefs on speakers and format/content of presentations, travel and subsistence, and time at event. It is assumed that the event organiser who may be outside of this framework will distribute and collate attendance sheets and any feedback forms if appropriate. If the event organiser does not attend the event time inputs (and cost) should include distribution and collation of attendance sheets and feedback forms. Post-event reporting will be the responsibility of the speaker/chair/facilitator.

If involved in more than one event, it may be necessary for the speaker/chair/facilitator to adapt the presentation content/style to suit different audiences. Comments made at earlier events and any updates will need to be taken into account.

Activity Evidence

To support the claim for this activity, Providers must provide the following: (i) brief feedback on the event by the chair/facilitator and (ii) the chair/facilitator's input by the event organiser based on feedback forms.

Activity 4 – Other Activities

Other activities will include the following:

- Professional/Specialist Expertise
- Technical Guidance and Advice Materials
- Technical Helpline
- Digital Media

Within each of the above there may be the following roles:

- Project Manager
- Expert
- Adviser
- Administrative support
- Technical Development (excluding capital costs)

Project Managers must have received formal training in project management skills/techniques and a minimum of 2 years relevant experience. Administrators must have a minimum of 1 year experience in general project support including event management. Technical development personnel must have industry recognised qualifications and relevant experience.

Any additional skills and knowledge requirements will be defined in mini-tenders as and when they are commissioned.

All aspects of *other activities* will be charged at a daily rate although this rate can be sub divided when activities are claimed to reflect the actual time allocated.

The daily rates must be inclusive of any travel and subsistence costs.

(4a) Professional/Specialist Expertise

This activity includes professional and/or specialist expertise to assist with the delivery of advice/information on environmentally sustainable land management to farmers, their advisers, other land managers and communities. This could include for example, the provision of (i) an adviser to backfill to a vacant adviser post e.g. CSFO (ii) a project manager and admin support staff to organise and deliver an awareness raising campaign, (iii) consultant and land agent's fees (iv) ecological evaluations.

(4b) Technical Guidance and Advice Materials

This activity comprises the development, design and production of one master copy of technical guidance and/or advice materials linked to one or more framework theme(s) or sub-theme(s). The printing and distribution of paper copies of the material is likely to form part of the mini tender but this is a non-standard item See **Annex B**. Activity could encompass:

- Advisory aids, manuals and literature
- Q&As
- Case studies
- Advisory leaflets
- Factsheets
- Newsletters (seasonal tips, topical issues)
- Articles/advertorials (for the farming press and other media)
- Educational DVDs (hedge management, buffer strips etc.)
- Other suitable awareness-raising information/material

Outputs will be in the following formats:

- Hard copy e.g. publications, brochures/booklets, factsheets; and/or
- Electronic/digital media e.g. podcasts, text messaging, down-loadable videos, email, etc.

The primary audience will be farmers/land managers, their advisers and communities however some guidance/material may need to be developed for other stakeholders including partner organisations, the commercial advisory sector, agricultural sales representatives and rural communities.

(4c) Technical Helpline

The establishment and maintenance of a national helpline (telephone/web/email) to provide one-to-one remote technical advice and information on one or more framework theme(s) or sub-theme(s).

The type of helpline that might be commissioned could include a national telephone and email helpline to answer technical queries.

The helpline could offer the following services:

- Provide general information about schemes or initiatives and signposting to other sources of information
- Provide technical advice and information on schemes or initiatives
- Promote and signpost the availability of the advice available for example one-to-one visits and group events

Service levels could relate to:

- response times for (i) queries (ii) resolution of technical problems associated with provision of the helpline service; and
- the quality of information and advice provided, as assessed by helpline users

Providers would be required to provide monthly and annual reports on the provision of the service and related activity data and analysis.

(4d) Digital Media

Digital technology taken to mean Internet enabled devices such as desktop computers, laptops, tablets and mobile phones is now the norm for many people. It provides transactional capability as well as information, advice and learning opportunities. It enables people to access a range of services quickly, conveniently and at times that suit them. Information, guidance and advice that can be provided by the digital route can be high quality, responsive, accessible and interactive. Promotion of electronic information, guidance and advice via websites, the Government Digital Service (GDS) including GOV.UK will increase alongside the encouragement of wider adoption of additional internet based digital tools such as mobile applications, e-bulletins, social media etc., including any new tools or technologies that arise during the lifetime of this Framework.

Innovative ideas and proposals about new digital tools that will enable the delivery of advice/training and guidance interactively, on a one to one and/or group basis will be essential during the life time of this Framework as new digital tools and mechanisms emerge.

ANNEX B: EXAMPLES OF NON STANDARD ACTIVITIES

Activity 1 - Individual One-to-One Advice

On occasion, to maximise availability and access to advice, one-to-one advice may be provided off site in a location that is accessible for a number of people to receive it in one day. Details will be provided within Mini Tenders but an example of this could be the provision of four 1.5 hour advice sessions within a location such as village hall with farmers/land managers or communities attending at a given time to discuss options for a Countryside Stewardship application on their site.

Activity 2 – One-to Many Group Advice Events

Whole Day Events and Conferences

Events and conferences of a duration of a whole day may be required on occasions for specific topics e.g. Planet Workshops.

Group Activity Facilitation

Facilitate a series of meetings/events with the same group of beneficiaries to develop their understanding and ownership of a subject matter(s) over a given time period. The Facilitator may be tasked with recruiting members to the group or to expand an existing group to bring in new members who would benefit from and can contribute to the discussions. The facilitator may lead some of the events or arrange with an additional adviser who meets the skills required for the agreed topic.

Technical Speaker

An additional speaker who provides subject knowledge to supplement the main adviser(s) delivering the event, e.g. research evidence, farmer case study speaker etc.

Equipment and preparation needed for on-site demonstrations

Additional farm machinery/equipment which is not already at the site may be required. This might include for example, fertiliser sprayers/spreaders for calibration demonstrations and cultivation equipment for the creation of demonstration plots.

Activity 4 – Other Activities

Professional/Specialist Expertise

The cost of supplying any equipment that may be required to fulfil this role.

The distribution of Technical Guidance and Advice Materials

The cost of printing and distribution of hard copies of advice materials that have been developed as a standard item.

Technical Helpline

The cost of installing the equipment required to provide a technical helpline.

ANNEX C: MAP OF REGIONAL LOTS



ANNEX D: EXAMPLES OF ADVICE SPECIFICATIONS

Theme 1 – Water Quality and Protection, including Water Framework Directive

Standard Requirements for All Water Quality 1-1 Activities (WQ1)

1. For individual one-to-one Farm Advice the farmer including relevant farm staff, contractors & agronomists where applicable, shall be encouraged to participate for the entire advice delivery period where practical to gain the maximum benefit from the adviser.
2. The post visit reports are to be produced using the standard report templates identified within the Framework Management Manual (FMM) unless stated otherwise within the Mini-Tender specification. In particular a clear and accurate farm map, sketches and photographs shall be used to explain the issues identified on the visit.
3. The visits and reports will provide clear and explanatory recommendations to the farmer/land manager. These recommendations are to be discussed and agreed with the farmer/land manager at the visit with the recommendations listed and prioritised in a clear logical format within the post visit report.
4. The recommendations need to relate to the measures identified within the Catchment Sensitive Farming (CSF) Table of Farm Practices. The completed Table of Farm Practices must not be sent to the farmer, it is only to be forwarded to the Catchment Sensitive Farming Officer (CSFO)/Lot Manager as agreed at the Inception meeting. The recording of these measures are audited on farm by the CSFO at a later date to assess how effective the advice provided has been. The recommended and implemented measures are also recorded within a national database and inserted within a catchment change matrix to estimate the likely impact of the measures in terms of reducing targeted pollutants.
5. If appropriate options or items are available through incentive schemes, the relevant recommendations must relate to these land management options and capital items. In particular the recommendations shall relate to specific elements within the Countryside Stewardship (CS) and/or Countryside Productivity Schemes.
6. Where recommendations relate to greening, regulations or cross compliance, these shall be prioritised and signposting provided to the relevant information and guidance.
7. The Delivery Adviser must be aware of the Diffuse Water Pollution from Agriculture (DWPA) mitigation measures that are most relevant to the farm business and are effective at reducing the targeted pollutant(s). It is incumbent on Providers to ensure Delivery Advisers are properly trained in this area.
8. It is important that the relevant CSFO is contacted by the Delivery Adviser prior to a farm visit taking place to ensure all appropriate information has been shared relevant to the holding and pollution issues.

WQ1/B1	Nutrient Management Plan: Preparation
---------------	--

Context

Advice in the production and use of Nutrient Management Plans will be offered to farmers/land managers where the Catchment Sensitive Farm Review or other means has identified the farm as being at high risk of contributing to nutrient pollution i.e. nitrogen and/or phosphorous, within the target water body or to the air.

Aims

The primary aim of this advice is to increase the skills and knowledge of the farmer/land manager, assisting and enabling them to produce their own Nutrient Management Plan to improve the nutrient use efficiency on the farm and to reduce nutrient loss to water and air, thereby reducing the source of pollution.

The Visit

- Explain the risk of nutrient losses to water and air and the impacts on the environment and the farm business, as well as the reasons for the requirements under cross compliance and Farming Rules for Water.
- The adviser must develop a farm nutrient use strategy including use of any organic manures produced or imported onto the farm and crop rotation.
- The adviser must produce an example nutrient management plan with crop nutrient recommendations using field-by-field soil and crop assessments and cropping histories to match nutrient application to crop requirements. The plan is not expected to cover all farmed fields but must attempt to include one example of each crop and soil type present on the farm, including grassland. Different grassland production systems shall each be considered as an individual crop type. In order to provide the farmer with sufficient experience of nutrient planning at least 5 example fields must be selected with a maximum of ten fields, except where fewer fields are present on the holding.
- Advise on timings of fertiliser and organic manure applications to improve nutrient uptake and crop production and reduce the risk of nutrient loss to water and air. This shall be done in conjunction with the farmer/land manager, who must agree the fields selected and understand the process being undertaken.
- The farmer/land manager must be asked whether a paper-based system such as [Tried & Tested](#) or a computer-based nutrient management planning software system is preferred/used already and the preferred system shall be used for the example plan.
- Nutrient recommendations for Nitrogen, Phosphorus, Potassium, Magnesium, Sulphur and pH must be produced for the selected fields using a recognised recommendation system such as the Nutrient Management Guide (RB209). Soil analysis results must be incorporated into the plan. Soil Nitrogen Supply can be assessed using the field assessment method or Soil Mineral Nitrogen analysis, if available. Guidance on use of fertiliser products and organic manures to meet the nutrient requirements shall be provided. If organic manures are used their nutrient content must be taken into account including the nutrient availability to the crop being fertilised. The recommendations must comply with Nitrate Vulnerable Zone (NVZ) and other cross compliance requirements and be presented in a format that demonstrates compliance for the fields concerned.
- The emphasis during the visit needs to be on ensuring that the farmer makes an informed choice of the nutrient planning tools available and understands (i) how the recommendations have been arrived at and (ii) the agronomic factors that affect nutrient use rather than merely providing a nutrient recommendation.
- The farmer/land manager is to be engaged in the production of the nutrient plan for the example fields as described above. For example, if using Gatekeeper or Muddy Boots' Greenlight Grower Management as the decision support tool, the farmer/land manager

must be involved in the creation of the example field recommendations from beginning to end.

- Advice shall also be provided on rotational aspects of nutrient planning.
- Where appropriate, NVZ/cross compliance rules shall be explained in so far as they relate to nutrient planning and manure application and the report must provide worked examples of the steps necessary to ensure NVZ compliance for nutrient planning. These shall be based on the example fields selected. The report must clearly explain the additional steps that the farmer must take to achieve NVZ compliance in nutrient planning for the farm as a whole, such as NVZ whole farm limits and NMax for the crops in the plan although the adviser will not undertake these additional steps for the farmer/land manager.
- Explain to the farmer the requirements under the Farming Rules for Water for planning use of manure and fertilisers taking account of soil testing and restrictions in fertiliser/organic manure application. Include any specific requirements to ensure compliance with the Farming Rules For Water in the Nutrient Management Plan and any advice provided on a farm nutrient management strategy .

Incorporation of a Manure Management Plan [This section can be omitted if not using organic manures]

Refer the farmer to: <http://adlib.everysite.co.uk/resources/000/015/584/manureplan.pdf>

On farms using organic manure applications advice must include the basic elements required of a manure management plan, as summarised below:

Step 1: Identify how much land a farmer/land manager has for spreading manures and where manures must not be spread.

Step 2: Identify any restrictions on manure spreading including no spread zones on the farm map.

Step 3: Work out the area of land the farmer/land manager has available for spreading.

Step 4: If used on the farm, give guidance to the farmer/land manager on applying sewage sludge (bio-solids) or digestate and other organic wastes.

Step 5: Consider application timing and techniques.

Step 6: Provide a basic assessment using standard tables within the Nutrient Management Guide (RB209) latest edition - Section 2 Organic materials, or appropriate Decision Support System or manure sample results of the agronomic and economic value of the manures used on the holding and a statement within the recommendations about how this value can be best realised.

Step 7: Advise which fields are a priority for organic manure application to meet crop nutrient needs, improve soil health, reduce nutrient loss to water and air and protect water courses.

For more information see:

<https://www.gov.uk/guidance/nutrient-management-nitrate-vulnerable-zones>

<https://www.gov.uk/guidance/storing-organic-manures-in-nitrate-vulnerable-zones>

<https://www.gov.uk/guidance/guide-to-cross-compliance-in-england-2016/smr-1-reduce-water-pollution-in-nitrate-vulnerable-zones-nvzs>

<https://www.gov.uk/guidance/rules-for-farmers-and-land-managers-to-prevent-water-pollution>

<https://www.gov.uk/government/publications/code-of-good-agricultural-practice-for-reducing-ammonia-emissions/code-of-good-agricultural-practice-cogap-for-reducing-ammonia-emissions>

<https://ahdb.org.uk/knowledge-library?q=rb209>

<http://www.nutrientmanagement.org/home/>

The Manure Management Plan and accompanying maps shall cover all fields where organic manures are applied and include imported materials as well as those produced on-farm.

WQ1/C	Farm Infrastructure Audit
--------------	----------------------------------

Context

Once a Catchment Sensitive Farming (CSF) report or other mechanism has highlighted a specific problem with the farm's infrastructure such as that associated with intensive livestock, this audit will be used to advise the farmer/land manager at a more detailed level. This audit will focus only on the farm yard including sheep dip areas and field manure heaps and surrounding curtilage and will provide detailed recommendations for improvements including outline design work.

The adviser must agree specific objectives with the relevant Catchment Sensitive Farming Officer (CSFO) prior to undertaking the farm visit.

Aims

To review the capacity and condition of infrastructure for managing slurry/manure/effluent from livestock including silage, other feed, sheep dip, fuel oil, pesticides and yard run-off in terms of reducing the risk of point source pollution and improving the efficiency of use resulting in a reduction in diffuse pollution. Point source and diffuse pollution shall be considered in relation to both air and water.

The audit must assess the suitability of the existing systems for the farming type. It must identify short, medium and longer term maintenance and capital investment requirements and make recommendations for the business that includes indicative costings to:

1. perform well environmentally;
2. demonstrate best management practice;
3. meet regulatory requirements.

The Visit

- The visit will focus on the capacity and condition of:
 - All organic manure; clean, lightly fouled and other fouled water; pesticide wash-down and handling facilities; fodder and fuel storage.
 - Sheep dip use and handling facilities.
 - Existing above and below-ground runoff and drainage management in the yard, including stock, manure and feed handling areas.
 - Farm tracks in and around the yards only.
 - Ancillary equipment.
- Sufficient time shall be spent measuring yard features or gathering materials for later designs. The visit will also include a review and discussion of:
 - Problems and risks including specific evidence regarding these issues.
 - Photographs clarifying specific problems.
 - Improvements to managing yard run-off, including clean, lightly fouled and other fouled water and parlour washing handling, storage and disposal.
 - Implications of poor infrastructure to wider farm management.
 - Interaction of yards with the wider environment including the air.
 - The context of issues within the farm business.
 - A range of prioritised and broadly costed solutions/recommendations with specific guidance and designs to scale using Auto-CAD or similar programmes within the report.
 - Systematic and clear estimation of costs and benefits of all identified problems and recommendations.
- Recommendations must be discussed on three levels:
 - Improvements costing nothing or very little.
 - Improvements that make the most possible difference at the least cost.

- Improvements that create the ideal in terms of environmental and long term economic benefit.
- Recommendations for eligible capital grants and incentives must be clearly identified and discussed.
- Advisers are expected to recommend a range of options and possible innovations to support the improved performance and reduced risk of the farm yard in terms of pollution management. Examples of such recommendations might include but MUST NOT be restricted by the following:
 - Moving from self-feed silage to total mixed ration leading to a much reduced dirty yard area.
 - Roofing over yards.
 - Moving from a weeping wall system to a slurry based system.
 - Moving from a slurry based system to a straw based system.
 - Moving from daily manure applications to a manure storage system.
 - Moving to a slurry separation system.
 - Better separation of clean, lightly fouled water and slurry optimising existing storage.
 - New or replacement concrete, including detailed guidance on managing run-off, for example using rainwater goods on buildings, design of drainage channels and cross-drains, underground drainage pipework, inspection pits and appropriate methods of disposal.
- Where the site lies within the Impact Risk Zone (IRZ) of a protected site the adviser must provide sufficient information to allow the CSFO or farmer to predict ammonia losses using SCAIL ([Simple Calculation of Atmospheric Impact Limits](#)).

WQ1/J	Pesticide Filling-Wash-down Facilities and Biobed/Biofilter Design
--------------	---

Context

This specification is used where the farm and farmer has a clear and agreed need to improve their pesticide filling and wash-down area and/or facilities for the disposal of spills, drips or washings etc. The visit will be used if there is a specific need for design support for the improvements as identified by the Catchment Sensitive Farming Officer (CSFO) or following a WQ1/I Pesticide Handling and Application visit. This may be required to support a grant application. If this advice follows WQ1/I, there is no need to repeat similar advice provided in that report and the recommendations/information relating to WQ1/J can be incorporated. However, this specification cannot follow WQ1/I as a matter of course and still needs commissioning through the Contract Manager and requires the deployment of a properly skilled Delivery Adviser.

Often this specification will focus on the design, use, maintenance and management of biobeds and biofilters. In this case, all the points raised below must still be included.

Aim

- To provide design support to farmers/land managers in this relatively new technology, often cited as 'best practice'. Focus on biobeds or biofilters and specific wash-down facilities that go beyond the requirements of regulation, to ensure post-spraying pesticide residues are safely contained and treated.
- Advise on the most appropriate management and maintenance regimes for the new pesticide facilities.
- Advise on the use of new facilities in order to adhere to regulatory requirements e.g. distances from water sources, in line with best practice.
- To improve the understanding of farmers and farm staff applying plant protection products containing the pesticide active ingredients detected in water in the catchment.

- To improve the understanding of farmers and farm staff applying pesticides, of pesticide pathways to water and the impact of pesticides on water quality and ecology and other off-target effects.
- If the design is being used for a grant application then the farmer must be provided with a design that meets the grant specification.

The Visit

Prior to the visit, in consultation with the CSFO:

- The farmer/land manager must be contacted to ensure they will be able to attend the visit, along with any of their farm staff that apply pesticides. The adviser will need to be shown the farm pesticide handling facilities and discuss spraying operations and farm infrastructure.
- The adviser must understand if there are any approval or permitting issues associated with the deployment of new facilities.
- Obtain a map of the farm and/or use a Geographical Information System to review likely pesticide sources and movement to water bodies, ditches, boreholes and sensitive areas such as SSSIs, taking account of slopes, drainage, tracks, roads and soil types.
- Obtain information on pesticide monitoring data in the catchment, relevant to the farm, for use at the visit, for example using the [Environment Agency's Check for Drinking Water Safeguard Zones and Nitrate Vulnerable Zones](#).

At the visit:

- Any farm staff who apply pesticides or use relevant machinery must be present to understand the salient points regarding the new facilities.
- The risks and impacts of water pollution by pesticides must be explained using information relevant to the farm obtained prior to and during the visit.
- Pesticide pathways to water must be explained in the context of rainfall, soil conditions and connectivity to water bodies and groundwater including: drips and spills; leakage from stores, sprayers or containers; losses from the yard; field drain flow; drift; surface run-off, erosion and movement of pesticide attached to soil particles; leaching; soil cracks; waterbody overspray; sprayer washings and containers and accidents.
- Assess current pesticide storage and handling facilities.
- Investigate and explain regulatory issues associated with biobed/biofilter placement and construction including Environment Agency (EA) notification.
- Investigate and agree the most appropriate placement of the facility/facilities. If the farmer/land manager is planning to install a biobed/biofilter check that the proposed location is not in a Groundwater Source Protection Zone 1, by using the [EA website](#) or [MAGIC](#) selecting designations, land-based designations, non-statutory, source protection zones merged (England).
- If the proposed location is in a Groundwater Source Protection Zone the EA must be consulted.
- Discuss and agree the best design for the facility.
- Discuss and agree the construction and maintenance requirements for the facility, including approximate costs.
- Signpost the farmer to the [Voluntary Initiative guidance](#) on water protection.

WQ1/K	Maximising Countryside Stewardship Opportunities Through CSF
--------------	---

Context

One of the primary aims of the Countryside Stewardship (CS) scheme is the delivery of Water Framework Directive/aquatic SSSI objectives through the use of options and items to reduce water pollution from agriculture. Both land management/revenue options and capital grant items have the potential to support the reduction of pollution pressures, when they are deployed effectively on a holding and efficiently across a catchment. Catchment Sensitive Farming (CSF) also encourages farmers to undertake measures on their holdings that are associated with the implementation of advice not necessarily linked to CS incentives. Indeed some of the most widely implemented measures relate to the improvement of soil and nutrient management that are primary mechanisms for the reduction of pollution sources for many pollution pressures.

Air quality is not a specific objective of CS, however, reducing ammonia emissions from agriculture is an objective of CSF. Measures that reduce water pollution can often be effective in reducing ammonia emissions and so recommendations made through this visit must also reflect the potential to reduce ammonia losses to the air.

To ensure join up with CSF, make the most of CS opportunities for water and air quality and obtain value for money there are opportunities for CS Mid Tier applicants to engage with CSF. Where options and capital items that require Catchment Sensitive Farming Officer (CSFO) approval are to be included in an application, CSFO approval needs to be obtained before the application is submitted. As Mid Tier is a competitive scheme all applications are scored. CSFO endorsement can increase the score for applications that effectively address water and air pollution from agriculture in high priority areas for water quality. A supported application with uplifted score can help increase the likelihood of agreement success.

The visit can also be used to inform CS Higher Tier, Woodland Creation Grant and Hedgerows and Boundaries grant applications.

Multi year options and capital items that require CSFO approval:

- SW7 - Arable reversion to grassland with low fertiliser input
- SW8 - Management of intensive grassland adjacent to a watercourse
- SW14 - Nil fertiliser supplement
- RP13 - Yard - underground drainage pipework
- RP14 - Yard inspection pit
- RP15 - Concrete yard renewal
- RP17 - Storage tanks underground
- RP18 - Above ground tanks
- RP19 - First flush rainwater diverters/downpipe filters
- RP20 - Relocation of sheep dips and pens
- RP21 - Relocation of sheep pens only
- RP22 - Sheep dip drainage aprons and sumps
- RP23 - Installation of livestock drinking troughs (in draining pens for freshly dipped sheep)
- RP4 - Livestock and machinery hard-core tracks
- RP24 - Lined biobed plus pesticide loading and wash-down area
- RP25 - Lined biobed with existing wash-down area
- RP27 - Sprayer or applicator load and wash-down area
- RP28 - Roofing sprayer wash-down areas, manure storage areas, livestock gathering areas, slurry and silage stores
- RP29 - Self-supporting covers for slurry stores

This specification is designed to support the provision of advice to potential applicants at the pre-application stage in order to help them consider which options and items are most relevant to the

identified pollution pressures so they can be used in the most effective manner and location. The report and recommendations will be used to support the later endorsement of applications as they enter the CS processing system. Most often this activity will be undertaken by the local CSFO however this specification has been designed to support the CSF team when demand for their services are too high to be met within the local CSF team.

CS Mid Tier applications to reduce water and air pollution will be targeted through the CS scoring system in high priority areas for water quality which can be found on the [MAGIC](#) website: under 'Countryside Stewardship Targeting & Scoring Layers', select 'Water', and then select 'Countryside Stewardship Water Quality Priority Areas'. Note that this layer can then be made transparent using the slider under 'Countryside Stewardship Targeting & Scoring Layers'. The 'Identify' tool can be used to obtain local data.

CS Mid Tier applications when scored will also be favoured if they have considered the priorities listed within the [National Character Area \(NCA\) statements](#). These statements recommend the conservation of local species, habitats, and landscape features as well as water when designing scheme applications. If these priorities have been considered and the appropriate option applied for, the application will score additional points and is more likely to be successful. The "Wildlife and Pollinator Package" promoting the conservation of local pollinators and farmland birds also needs particular emphasis. Within this package applicants can choose from groups of options for different farm-types: arable, mixed or pastoral. The options must be applied over 3% to 5% of the farmed land under agreement.

Aims

- Advise farmers on the most effective deployment of CS options on the holding to address catchment specific water and air pollution pressures. Refer to Annex 5 of the Mid Tier Manual 'Actions to address Water Quality issues'.
- Provide sufficient information within the report and appendix (for NE only) to allow CSFOs to undertake an endorsement of any subsequent CS Mid Tier application.
- Recommend follow-up advice to the farmer to support the implementation of relevant pollution measures on the holding to support the CS application or to provide further advice on non CS-related measures.
- Provide general advice and information to applicants to properly consider the range of other objectives identified within the NCA, in particular flood prevention, Woodlands for Water, the deployment of "Wildlife and Pollinator Package" and the potential to use the Countryside Productivity Scheme to address water and air quality pressures when designing applications.

The Visit

- Understand the motivation of the potential CS applicant for joining the scheme. Check if they have any current Countryside Stewardship, Environmental Stewardship, CSF Capital Grant Scheme or England Woodland Grant Scheme agreements and clarify the area of land that may be included within the application.
- Check the [MAGIC](#) website to see if the application falls into a high priority area for water quality and explain the targeting of CS applications for water quality, flood prevention, air quality under climate change, biodiversity and woodland for water as shown on the MAGIC website.
- If necessary, explain to the potential applicant the requirement to register yard areas as a field parcel, in order to apply for yard based capital works.
- Explain the range of CS objectives and targets for the catchment and local area identified within the NCA target statement and the opportunities for receiving CS funding to achieve these objectives.

- Explain and focus on the locally significant water and air pollution pressures derived from agriculture and discuss how the deployment of CS options and items could help to address these pressures. Refer to the pollution pressure matrices in Mid Tier Manual Annex 5 'Actions to address Water Quality issues'.
- Explain the scoring system in the CS Mid Tier, including CSFO endorsement of the application, and the "Wildlife and Pollinator Package", and why it is of benefit to the potential applicant to follow the advice.
- Survey the holding including the farm yard and the land looking for opportunities to deploy CS measures, focussing on the reduction of water and air pollutants relevant to the local catchment.
- Identify the most suitable CS Mid Tier and Higher Tier options and capital items to address the water and air pollution issues on the farm and catchment. Relate these to the priorities identified in the water quality targeting layers on [MAGIC](#).
- Discuss opportunities for catchment, riparian and floodplain woodland or hedge planting for reducing diffuse pollution and flood risk.
- Discuss the opportunities to engage more widely with CSF advice and where woodland options are recommended ask the CSFO and farmer to work with the Forestry Commission.
- Agree what a potential Mid Tier application might include and begin drafting that on a rough farm map.
- To inform an application, estimate the maximum size and location of any water capital items recommended to address the water/air quality issue (include estimates in the farm report).
- If necessary, include photographs of yard and land areas where options are to be applied.

Soil/Manure Sampling Requirements

There are 6 types of soil/manure sampling activity:

WQ1a/M1 - Standard Soil Sampling with no Interpretation for standard agricultural soil analysis (P, K, Mg, pH) plus textural classification and Organic Matter.

WQ1a/M2 - Standard Soil Sampling Certificate with Interpretation for standard agricultural soil analysis (P, K, Mg, pH) plus textural classification and Organic Matter and Crop Recommendations (P, K, Mg, lime requirement).

WQ1a/M3 - Standard Soil Sampling including Estimation of Soil Nitrogen Status (SNS), Certificate with Interpretation and Recommendations (SNS, P, K, Mg, pH, lime requirement).

WQ1a/M4 - Standard Soil Sampling, Soil Texturing including estimation of Soil Nitrogen Status (SNS) plus Organic Matter (OM). Certificate with Interpretation and Recommendations (SNS, P, K, Mg, pH, lime requirement & OM).

WQ1a/M5 - Soil Mineral Nitrogen (SMN) Sampling and Analysis with estimation of SNS. Certificate with Interpretation with Recommendations (SMN, SNS).

WQ1b/M6 - Slurry/Manure Sampling and Analysis. Certificate with Interpretation and Recommendations (pH, dry matter, total N, Ammonium N, total P, K, Mg, Ca, S, Uric Acid N).

All of the above sampling activities can be funded via the RDPE. **The laboratory work/analysis is funded directly through the Catchment Sensitive Farming (CSF) Partnership if the sampling is RDPE funded.** At the Mini-contract Inception meeting, the Supplier Lot Manager

will be provided with the laboratory address and details of how containers can be ordered and the samples are to be sent.

Providers are responsible for (i) the correct submission of samples to the designated lab (appropriate laboratory coding for analysis), (ii) receipt of the raw results and (iii) the appropriate presentation of the results to the farmer/land manager. The lab will invoice Natural England directly for the costs of the analysis. Providers are responsible for covering the costs of carrier and soil crate charges to the designated lab.

If the sampling is to be undertaken using GiA funding, then the Supplier may need to arrange and pay for the cost of analysis. Where this is required, it will be clearly stated within the Mini tender.

The sampling and analysis activity for M1, M2, M3 and M6 need not be done by a FACTS Qualified Adviser. The sampler must however (i) know how to sample soil/manure/slurry (following the procedures described in the specification) and (ii) fully understand and follow agreed biosecurity and health & safety requirements/procedures at all times. The follow up recommendations and certificate (where required) must be completed by a FACTS Qualified Adviser.

The sampling and analysis activity for M4 and M5 must be conducted in line with the requirements set out within the specific Mini-tender.

Specific to Activities M1 to M5:

- Ensure the timing is right for the field and the sampling activity, prior to collecting the samples to ensure that any recent lime and nutrient applications to the fields(s) and crop harvesting do not interfere with (or distort) the soil analysis results. The minimum interval is usually 6 months.
- Prices are based on collecting samples from five or ten fields, dependant on Mini-contract requirements.
- Assess when testing is most appropriate to the crop requirement – this will need support from a FACTS Qualified Adviser before the sampling visit to discuss timing of sampling with the farmer/land manager.
- Soil sampling in the summer months (when soils are not fully wetted) must not be carried out, as this leads to false low P and low pH results.

Specific to Activity M6:

- Ensure a representative sample is obtained from the slurry tank or spreader and agree it as such with the farmer/land manager.
- After at least five sub-samples are taken, these are to be combined into one 2 litre sample, packaged and sent to the laboratory as per their requirements.

Production of a report interpreting sampling/analysis results

This includes:

- Producing a brief report taking no longer than 1-2 hours (all activities bar M1), using the template/certificate provided by Natural England. To include brief interpretation of results (all activities bar M1) including indices, crop history, fertiliser and other recommendations, financial values (activity M6) etc.
- The supplier must ensure that the report complies with current best practice fertiliser recommendations (Nutrient Management Guide, (RB209)) and all legislative requirements and is reviewed by a FACTS Qualified Adviser.

Wider packages of one-to-one activity

Sampling and analysis is sometimes undertaken as part of a wider one-to-one advice package for a farmer/land manager. For example, this could comprise a Catchment Sensitive Farm Review or Nutrient Management Plan, together with soil sampling. Where this is the case, the requirement for a package of activity will be identified at mini-tender stage.

WQ1a/M1	Standard Soil Sampling with No Interpretation for standard agricultural soil analysis (P, K, Mg, pH) plus textural classification and organic matter
----------------	---

NB: This specification should be undertaken in conjunction with Catchment Sensitive Farming (CSF) advice on nutrient management.

The Visit

- Sampling must follow standard procedures as defined in the Nutrient Management Guide, (RB209).
- The sample area must have a uniform cropping history and soil type.
- The procedure for selecting fields to be soil tested is to first select those fields which have had repeat applications of organic manures and/or those which have not been sampled for at least the past 4 years. The aim is to get samples from the range of crop management across the farm.
- All samples are to be submitted for standard soil analysis to the CSF project specified laboratory for the following analyses: Available Phosphorus, Potassium, Magnesium and pH plus textural classification and organic matter (CSF contract NRM Code A118 unless specified otherwise in the Mini-tender) using the laboratory approved procedure as provided at the Mini-contract Inception meeting.
- The farmer/land manager is to be advised of the requirement for soil testing nutrient planning and manure and fertiliser application under the Farming Rules for Water and Cross Compliance in Nitrate Vulnerable Zones (NVZs).
- The farmer/land manager is to be advised on the correct sampling procedure for the fields sampled. This will include:
 - Describing and answering questions regarding the sampling technique and equipment.
 - A description of handy hints and dos and don'ts.
 - Showing the farmer how to do soil sampling and encouraging the farmer to undertake sampling themselves.

The Output (soil sample)

The output from the visit will be a representative soil sample from a field or part of a field suitably packaged, labelled and sent to the CSF contracted laboratory stated in the Mini-tender with the details as below and completed sample form required by the laboratory.

The Output from the laboratory analysis:

The results must be presented in a user friendly way, using the standard 'Soil Analysis Results' template supplied. This includes the:

- Name and contact details for the farm.
- Date of sampling and name of the laboratory used for analysis.
- Laboratory soil analysis code.
- Contact details for the Catchment Sensitive Farming Officer (CSFO).
- Soil analysis results for each field/part field sampled in a table showing available Phosphorus, Potassium and Magnesium in mg/l and as soil indices, pH and soil textural class - using classifications shown in the Nutrient Management Guide (RB209), and soil organic matter %.

WQ1a/M2	Standard Soil Sampling Certificate with Interpretation for standard agricultural soil analysis (P, K, Mg, pH) plus textural classification and Organic Matter and Crop Nutrient Recommendations (P, K, Mg, pH, lime requirement)
----------------	---

The Visit

To be delivered in line with the specification within M1 and, in addition, the adviser must:

- Explain the importance of crop history and previous manure use on nutrient recommendations.
- Explain that the Nutrient Management Guide (RB209) will be used to provide crop nutrient recommendations.
- Explain the need for a nutrient management plan including fertiliser and organic manure use across the whole farm and signpost to nutrient planning systems e.g. Tried & Tested and further Catchment Sensitive Farming (CSF) advice available.
- The farmer/land manager is to be advised of the requirement for soil testing, nutrient planning and manure and fertiliser application under the Farming Rules for Water and Cross Compliance in Nitrate Vulnerable Zones (NVZs).
- The farmer/land manager is to be advised on the correct sampling procedure for the fields sampled. This will include:
 - Describing and answering questions regarding the sampling technique and equipment.
 - A description of handy hints and dos and don'ts.
 - Showing the farmer how to do soil sampling and encouraging the farmer to undertake sampling themselves.
- All samples are to be submitted for standard soil analysis to the CSF project specified laboratory for the following analyses: Available Phosphorus, Potassium, Magnesium and pH plus textural classification and organic matter (CSF contract NRM Code A118 unless specified otherwise in the Mini-tender) with interpretation (P, K, Mg, pH and lime requirement) - using the laboratory approved procedure as provided at the Mini-contract Inception meeting.

The Output (Soil Sample)

The output from the visit will be a representative soil sample from a field or part of a field suitably packaged, labelled and sent to the CSF contracted laboratory stated in the Mini-tender with the details as below and completed sample form required by the laboratory.

The Output (Soil Analysis Certificate)

The output will be provided in the form of the M2 Soil analysis and recommendations certificate. This report is to be completed by a FACTS Qualified Adviser and must include the following information:

- Contact name and phone number of adviser (FACTS Qualified).
- Name, phone number and address of Catchment Sensitive Farming Officer (CSFO).
- Laboratory name used for the analysis and reference.
- Laboratory soil analysis code.
- Date of sample taken and analysed.
- Soil analysis results for each field/part field sampled in a table showing available: Phosphorus, Potassium and Magnesium in mg/l and as soil indices, pH and soil textural class - using classifications shown in the Nutrient Management Guide (RB209), and soil organic matter %.
- Results graphically represented and defined as either low, appropriate, high but appropriate or too high.

- A further table of crop nutrient recommendations for each of the sampled fields including:
 - Field name, size and soil type and number;
 - Last crop;
 - Next/current crop for the crop recommendations;
 - Crop recommendations for phosphate, potash, magnesium and lime requirement only in the most basic form;
 - Additional notes.
- Finally, further short guidance appropriate to each cropping type.
- Signposting to the [Nutrient Management Guide \(RB209\)](#) and nutrient management planning tools and resources (e.g. [Tried & Tested](#)):

WQ1a/M3	Standard Soil Sampling including Estimation of Soil Nitrogen Status (SNS), Certificate with Interpretation and Recommendations (SNS, P, K, Mg, pH, lime requirement)
----------------	---

The Visit

- Sampling must follow standard procedures as defined in the Nutrient Management Guide, (RB209) and following best practice as agreed at the mini-contract Inception meeting.
- To be delivered in line with M1 & M2 and, in addition, the adviser must:
- In basic terms, explain the significance of and process involved in calculating the Soil Nitrogen Status.
- The farmer/land manager is to be advised on the correct sampling procedure for the fields sampled. This will include:
 - describing and answering questions regarding the sampling technique
 - a description of handy hints and dos and don'ts
 - encouraging the farmer to undertake supervised sampling.

The Output (Soil Analysis Certificate)

- The M3 Soil analysis and recommendations certificate. The Soil Nitrogen Status is to be estimated by a FACTS Qualified Adviser for each field using the Nutrient Management Guide (RB209) - with the estimation of SNS inserted alongside the other results and basic Nitrogen recommendations inserted within the recommendations table.

WQ1a/M4	Standard Soil Sampling, Soil Texturing including estimation of Soil Nitrogen Status (SNS) plus Organic Matter (OM). Certificate with Interpretation and Recommendations (SNS, P, K, Mg, pH, lime requirement & OM)
----------------	---

The visit and reporting is to be conducted by a FACTS Qualified Adviser.

The Visit

- Five or ten fields must be sampled, in line with requirements set out in the mini-tender.
- Sampling must follow standard procedures as defined in the Nutrient Management Guide, (RB209) for the following crop and following best practice as agreed at the mini-contract Inception Meeting. The sample area must have a uniform cropping history and soil type. The Organic Matter sampling will follow the same sampling technique and use the same sample, ensuring ploughed land is sampled down to 30 cm in depth and min till land is sampled closer to the surface, as appropriate.
- The farmer/land manager is to be advised on the correct sampling procedure for the fields sampled. This will include:

- ensuring the farmer is present when the sample is undertaken for at least one field
- describing and answering questions regarding the sampling technique
- a description of handy hints and *do's and don'ts*
- encouraging the farmer to undertake supervised sampling.
- Sampling must take place at an appropriate time to ensure that any recent lime or nutrient applications to the fields(s) or crop harvest do not interfere with (or distort) the soil analysis results. Note sampling in the summer months (when soils are not fully wetted) must not be carried out, as this can lead to false low P and low pH results.
- Samples can be stored refrigerated for short periods of time (no more than a few weeks); however, every effort shall be made to send the sample for analysis as soon as possible.
- The Organic Matter will be analysed using the wet oxidation method or an approved loss-on-ignition method.
- The CSF project will procure separately the lab analysis for this activity. The supplier will package the sample appropriately and post the sample to the laboratory as agreed at the mini-contract Inception meeting.

The Output (Soil Analysis Certificate)

- The output will be M4 Soil analysis and recommendations certificate provided. This report is to be completed by a FACTS Qualified Adviser.
- The requirement for the certificate is as for M2 and, in addition, will include:
 - calculating the SNS in line with the Nutrient Management Guide, (RB209) requirements for creating fertiliser recommendations. This index result will then be placed graphically with the other fertiliser indices
 - recommendations for nitrogen application with the other element recommendations.
 - a paragraph describing the process taken to estimate the SNS.
 - the interpretation must explain the significance of Organic Matter to the farmer/land manager as regards to fertiliser use, soil structure, texture and the management of soil erosion.

WQ1a/M5	Soil Mineral Nitrogen (SMN) Sampling and Analysis with estimation of SNS. Certificate with Interpretation with Recommendations (SMN, SNS)
----------------	--

The visit and reporting is to be conducted by a FACTS Qualified Adviser.

The Visit

- One field shall be sampled, in line with requirements set out in the mini-tender and the Nutrient Management Guide, (RB209).
- The farmer/land manager is to be advised on the correct sampling procedure for the fields sampled. This will include:
 - ensuring the farmer is present when the sample is undertaken for at least one field
 - describing and answering questions regarding the sampling technique
 - a description of handy hints and *do's and don'ts*
 - encouraging the farmer to undertake supervised sampling.
- Sampling must take place at an appropriate time.
- All samples are to be taken according to standard SMN sampling depths (0-30cm; 30-60cm; and 60-90cm) and submitted for SMN analysis to an industry recognised laboratory.
- On farm assessment of the crop nitrogen content shall be undertaken and other in-field assessments necessary to establish the Nutrient Management Guide, (RB209) relevant Soil Nitrogen Status (SNS) required for fertiliser recommendations.

- The CSF project will procure separately the laboratory analysis for this activity. The supplier will package the sample appropriately and post the sample to the laboratory as agreed at the mini-contract Inception meeting.
- Soils will be analysed for the standard SMN suite, including nitrate-N and ammonium N (using KCl extraction method). In accordance with best practice, and to ensure no deterioration in nitrogen contents, samples must be kept cool and field moist and sent for soil mineral nitrogen analysis immediately.

The Output (Soil Analysis Certificate)

The output will be provided in the form of the M5 Soil analysis and recommendations certificate provided. This report is to be completed by a FACTS Qualified Adviser.

WQ1b/M6	Slurry/Manure Sampling and Analysis. Certificate with Interpretation and Recommendations (pH, dry matter, total N, Ammonium N, total P, K, Mg, Ca, S, Uric Acid N)
----------------	---

The Visit

- As a rule, this visit will undertake appropriate, representative sampling of the slurry store (or representative slurry spreader) or one stacked Farm Yard Manure (FYM) heap. If more samples are required by the Catchment Officer on a particular farm, then multiples of this visit type will be required (as set out in the mini-tender).
- Labelling and recording must be sufficient to ensure that the analysis results can be related back to the type of sample taken (in terms of livestock type, manure/slurry/dirty water/litter, age and where the sample was taken from) as well as any background information required for the certificate (see below) and by the lab.
- Follow standard sampling procedures for manures and slurries ensuring they are well mixed and representative (Nutrient Management Guide, (RB209)), taking the necessary H&S requirements into consideration. This will require contacting the farmer/land manager before the visit to ensure the slurry store is stirred before the farm visit to obtain a representative sample.
- It is important to agree with the farmer/land manager that the sample taken is representative of what they would be spreading.
- For slurry, take at least 5 sub-samples of 2 litres from different positions across a store, mix these together and take a 2 litre sample for analysis. All necessary safety precautions must be followed.
- Analysis of poultry litter must include uric acid N analysis.
- For manure, take at least 10 sub-samples of 1kg from different positions across the heap, break up any lumps and mix sub-samples together, then take a 2kg sample for analysis.
- The farmer/land manager is to be advised on the correct sampling procedure for the manure type sampled. This will include:
 - ensuring the farmer is present when the sample is undertaken
 - describing and answering questions regarding the sampling technique
 - a description of handy hints and *do's and don'ts*
 - encouraging the farmer to participate in the sampling.

The Analysis

- Samples must be dispatched to the laboratory in the containers obtained from the lab immediately after sampling or, if necessary, refrigerated and sent the following day. Request that results are returned to the adviser for reporting.
- The lab analysis will be procured separately by the CSF project. The Deliverer will be responsible for sending the samples to the lab as specified in the mini-tender, then interpreting the results as required below.

The Output (Manure Sampling and Analysis Certificate)

The output will be provided in the form of the M6 Manure analysis and recommendations certificate. This report is to be completed by a FACTS Qualified Adviser and will include the following information:

- Name and contact details for the farm.
- Name of the laboratory used for analysis.
- Results of analysis for each type of sample taken from the farm, giving the % dry matter and nutrient content of livestock manures on a fresh weight basis – nitrogen, phosphate, potash, magnesium and sulphur in kg/m³ and units/1000 gallons of slurry/dirty water or in kg/tonne and units/ton of manures, set out in tabular format.
- Contact details for the Catchment Officer.
- Interpretation of the value of the manure in terms of bagged fertiliser equivalents (relevant to the farmer) and the value of that fertiliser in monetary terms.
- Suggestions relevant to the farmer regarding possible spreading/field application techniques in order to improve farm efficiency and reduce risk of run-off.

Theme 2 – Air Quality and Ammonia Reduction Directive

Standard Requirements for Air Quality Specifications

1. Include the Farmer throughout the farm visit where practical and where available communicate with relevant farm workers/contractors/agronomists who may implement recommendations.
2. The post visit reports are to be produced using the standard report templates identified within the Framework Management Manual unless specifically stated otherwise within the following specification/s. In particular a clear and accurate farm map, sketches and photos shall be used wherever possible to explain the issues.
3. All visits and reports will provide clear and explanatory recommendations to the farmer. All of these recommendations are to be discussed and agreed with the farmer at the visit with the recommendations listed and prioritised in a clear and logical manner within the follow up report.
4. Wherever available and relevant, recommendations must relate to the appropriate option or item available through incentive schemes.
5. The delivery Adviser must be aware of the Diffuse Pollution from Agriculture mitigation measures that are most relevant to the farm business and are effective at reducing ammonia emissions. It is incumbent on contractors to ensure Delivery Advisers are properly trained in this area.

AQ1/A	Conserving Nitrogen Through Reducing Ammonia Emissions and Run-off
--------------	---

Context

Ammonia is a key air pollutant with impacts for both health and the environment. Agriculture is the dominant source of emissions, with the sector accounting for 88% of total emissions in 2016. The UK has signed up to ceilings for emissions of ammonia in 2020 under the Gothenburg Protocol to the Convention on Long-range Transboundary Air Pollution and has also agreed an amendment to the EU National Emission Ceilings Directive for 2030.

As part of the implementation of the ceilings we will be working closely with the farming industry to look for ways to reduce ammonia emissions from across the sector. This is an opportunity to raise awareness across the industry, to support farmers to reduce ammonia emissions by

providing advice and where applicable, to support applications for funding for a slurry store cover or other appropriate works.

Nitrogen is lost from the agricultural system to the outside environment through the air as ammonia (NH_3) and through water as very soluble nitrate (NO_3^-) compounds. This loss can result in the reduction of the efficiency of the farm system and may require unnecessary replacement of this valuable nutrient in added manufactured fertilisers. Ammonia and nitrates can be harmful to the local environment when they are deposited on sensitive aquatic and terrestrial habitats. Ammonia emissions also react in the atmosphere to produce secondary particulate matter which has an adverse effect on human health.

In the UK it is estimated that 70% of Special Areas of Conservation (SACs) exceed or partly exceed critical loads for nitrogen and critical levels for ammonia. UK gaseous nitrogen deposition derives from emissions of nitrogen oxides (NO_x) and ammonia in almost equal parts but with significant local variations. Nitrogen oxides are mainly emitted by vehicles and other combustion sources while ammonia is predominantly emitted by agriculture.

The primary source of ammonia from dairy and intensive beef systems is from the storage and handling of high nitrogen (N) available manures such as slurry and to a lesser degree from the spreading of manufactured fertilisers, particularly urea. There are a range of measures to reduce the volatilisation and loss of N from slurry primarily focussed on either the slowing of the N cycle and capture of N in more stable compounds e.g. through decreasing the pH, adding carbon or reducing the access of slurry to the open air. See summary of ammonia issues and relevant measures in the attached document.



Ammonia Mitigation
guidance note.pdf

If ammonia emissions are reduced by better slurry storage there still remains a significant risk of greater emissions when the slurry is spread on land. As a result further advice must be provided to support the incorporation of slurry/manures either through slurry injection, low trajectory spreading (like trailing shoe) or rapid ploughing/incorporation after spreading.

For the range of emission mitigation measures refer to the ['Options for Ammonia Mitigation' guidance](#) from the United Nations Economic Commission for Europe (UNECE) taskforce.

Aims

- Provide appropriate advice to reduce ammonia emissions from the holding.
- Review the slurry storage situation on the holding and consider the potential use of store/lagoon covers to reduce emissions and to separate clean and dirty water.
- Provide details as to how the covers are to be selected, used and managed to provide the most benefit.
- Reduce ammonia emissions through best practice when spreading fertilisers, manures and slurry.
- Provide general advice on the management of housing and other areas to which livestock have access to reduce their potential to act as sources of ammonia.
- Consider the use of tree shelter belts to reduce the transport of ammonia to sensitive receptors and protected sites.
- Support a Countryside Stewardship (CS) and or Countryside Productivity grant application if appropriate.

Pre-Visit

- Undertake a brief review of the location of the holding in terms of the local catchment pollution issues, particularly pertaining to nitrates and proximity to terrestrial habitats sensitive to ammonia deposition. This information is available from [MAGIC](#) by selecting the 'CS targeting and scoring' layers and then the 'water' layers for nitrate and the 'climate change' layers for ammonia. Assess whether further support may be available for this holding through local schemes like water companies, CS, Countryside Productivity Scheme, or Catchment Sensitive Farming.

The Visit

- Determine whether the slurry store(s) are registered with the Environment Agency if built or altered post 1991.
- Undertake a visual assessment of the slurry store and management systems in terms of their general compliance with the Silage, Slurry and Agricultural Fuel Oil (SSAFO) regulations; this assessment will include an overall visual check and include an estimation of capacity.
- During the visit you will inspect and review the condition and operation of all slurry or any other high N organic products e.g. the liquid fraction of digestate from anaerobic digesters, storage and management infrastructure on the holding.
- Explain ammonia emissions mitigation and nitrogen conservation practices and discuss the opportunities that could be taken on the holding to reduce ammonia emissions and the loss of nitrate in water.
- Inspect livestock housing and outdoor areas used by livestock and make recommendations for reducing their potential for emitting ammonia. This shall concentrate on measures that could be considered good practice e.g. regular scraping of slurry, repairing leaking water pipes/troughs etc. It is not intended that this should extend to extensive modifications to housing, design of new facilities etc.
- Review and inspect slurry spreading devices on the holding discussing the different spreading options available and best practice techniques e.g. rapid incorporation into soil to reduce ammonia emissions and nitrate run-off. This could also include the discussion of grant options from sources such as the Countryside Productivity Scheme that may fund slurry injection.
- Consider the potential use of grant funding for a slurry store cover. Discuss the potential risks and benefits of covering slurry stores and lagoons using the different cover options and, if appropriate, support the generation of an application by:
 - Assessing the structural condition and potential practical requirements and changes needed to host new covers.
 - Consider the farm operations/systems changes that might be needed following the deployment of new covers.
 - Undertake measurements and sketches.
 - Take photographs of potential grant locations and issues that the grant will resolve.
- Consider and provide recommendations to support grant options for other works to reduce ammonia emissions.
- Time shall be spent measuring yard features or gathering materials for later designs including a range of prioritised and broadly costed solutions/recommendations with specific guidance and designs to scale using Auto-CAD (or similar programmes) or good quality sketches to follow within the report.
- Consider the implications of recommendations to relevant regulatory and planning requirements and signpost accordingly.
- Where the site lies within the Impact Risk Zone (IRZ) of a protected site the adviser must provide the output from [SCAIL - Simple Calculation of Atmospheric Impact Limits](#) to show

the ammonia emissions at present and what they will be after completion of the recommended works.

- Consider any and all opportunities to link recommendations with the reduction of water pollution and to avoid problems where the reduction of gaseous emissions may lead to increased problems for water i.e. pollution swapping. To provide a copy of and demonstrate the use of the [“Think Manures” handbook](#).
- Provide signposting to slurry store cover suppliers and others who can help.
- Consider the use of tree shelterbelts on the farm to reduce ammonia transport from livestock housing or manure and slurry stores and signpost to relevant grants such as CS woodland creation via the Catchment Sensitive Farming Officer (CSFO), Woodland Trust and Forestry Commission.

Post Visit Outputs:

- Recommendation to support an application, if appropriate, for CS including Woodland Creation or Woodland Trust tree planting grants.
- A completed report template.
- A copy of the “Think Manures” handbook.

Theme 3 – Support for Current and Future Environmental Management Schemes

EM1/A	Countryside Stewardship Support - Higher Level Stewardship (HLS) to Mid Tier (MT)
--------------	--

The aims/objectives are:

- For Deliverers to provide practical on-farm advice and information to expiring/expired HLS agreement holders, those that NE local teams have chosen not to support into Higher Tier (HT), so that they can apply for a potential Mid Tier (MT) agreement.
- To produce a post-visit report outlining the priority options suitable for the holding, comparing HLS options with like-for-like MT options, where applicable and sign-posting the farmer/landowner to next steps.
- To ensure the expiring agreement holders understand the MT scheme requirements to enable them to submit a high quality MT application including approval for using any of the 9 options requiring Natural England approval.
- Using information from the existing agreement and on site discussion, the Deliverer shall identify previous HLS activity, provide encouragement to farmer/land owner to deploy MT options that conserve and further enhance high priority environmental management activity. Identify any preliminary work that is required ahead of submitting an application i.e. submitting an RLE1 form for unregistered parcels, obtaining consents, obtaining planning permission for certain capital works etc.
- To advise the farmer/land owner about the appropriate selection and location of MT options referring to the relevant Countryside Stewardship (CS) Statement of Priorities, High Priority Habitats in MAGIC, the previous Historic Environment Record (HER) or Historic Environment Farm Environmental Record (HEFER), and other local priorities such as water quality and Catchment Sensitive Farming (CSF).
- If applying for any of the 9 MT options requiring Natural England approval, (see below for list of options) refer to MAGIC to check if the land parcel(s) in question are on the Habitat Inventory and if so discuss the use and management of these options. If the farmer/land owner selects one or more of these options and the Deliverer deems it appropriate, then the 'mt_farma_recommendation_form_for_hls_expiries' must be completed.

• BE4 Management of traditional orchards
• GS6 Management of species-rich grassland
• GS9 Management of wet grassland for breeding waders
• GS10 Management of wet grassland for wintering waders and wildfowl
• UP2 Management of rough grazing for birds (This does not require FAF recommendation)
• WD4 Management of wood pasture and parkland
• WT3 Management of ditches of high environmental value (to support GS9 and GS10)
• BE7 Supplement for restorative pruning of fruit trees
• SP9 Threatened species supplement

- If appropriate provide details of one of the 4 CS MT Offers discussing the best selection of options from the package and how to apply.
- In priority areas for water quality the Deliverer must identify and discuss the suitability of MT water quality options and capital works which may not have been previously available in their Environmental Stewardship agreement. A number of water quality items and options are only available in high priority areas for water and with approval from a Catchment Sensitive Farming Officer (CSFO). In high priority areas for water and where these items are considered to be a priority on the farm the farmer must be directed to the local CSFO.
- If the farmer/landowner already has a MT application pack for 2019 start date, provide guidance on completing the Options Map and Option Annexes.

The Visit

- Natural England will send a letter to all farmers explaining that their HLS agreement is expiring, the process of applying for a Countryside Stewardship agreement and which tier is most likely to be appropriate for their farm. Within this letter it will state that someone will be in touch to offer them a visit. It is anticipated that the majority of the visits will need to be secured through follow-up cold calling.
- Natural England will provide basic details of each agreement such as Entry Level Stewardship (ELS) and HLS options maps and Farm Environment Plan (FEP) including the map. The Supplier must ask the farmer/landowner to have a full copy of their HLS agreement paperwork including the HER available for discussion.
- Check MAGIC for any land parcels that are on the habitat inventory and consider the appropriateness of any of the 9 Approved MT options to manage the habitat.
- The Deliverer must liaise with the local NE Land Management Adviser ahead of the visit to discuss the site.
- Where visits are in high priority areas for water and where CSF operates the Deliverer must liaise with the relevant CSFO prior to the visit to be aware of local water quality priorities.
- Information must be provided regarding further advice and support that may be available through CS workshops and 1-1 advice sessions through monitoring the GOV.UK website.

The Report

- Following the visit the 'Countryside Stewardship Applicant Guidance Report' must be completed highlighting all of the key features from the HLS agreement that were discussed, the relevant MT options, evidence requirements and the next steps to an application.
- If the farmer/land owner would like to apply for one or more of the 9 MT options requiring NE approval, a copy of 'mt_farma_recommendation_form_for_hls_expiries' must be completed and returned to Natural England with the report. This report will be used to help Natural England with the approval process for the inclusion of these options within an application.

Future Advice Specifications: High Level Summaries

Note: This list is not exhaustive

Feed Planning

- Whole farm (farm gate) nutrient budgeting incorporating nutrients in animal feed.
- This specification aims to help the farmer consider their feeding regime and reduce/target nutrients better to reduce nutrient losses to water or air.
- This specification attempts to deal with a significant source of nutrients before it enters the farm as animal feed.
- Undertake review of existing rations identifying any significant imbalance and make recommendations suitable to holding to address any issues found.
- Review whole holding nutrient balance and make recommendations suitable to holding to address any issues found.

Natural Flood Management

- To provide advice and guidance on the suitable placement, design, construction, management and cost of appropriate measures to help reduce flood risk. These could include:
 - Opportunities to reduce run-off at source through relevant measures from the full range of areas such as: improved infiltration through good soil management or land use change.
 - Opportunities to store and intercept surface water in the upper catchment.
 - Opportunities to increase frictional resistance on the surface through relevant measures for soil management and land use.
 - Opportunities to manage run-off pathways through capital works or land use change.
 - Opportunities to slow flows in ditches/streams.
 - Opportunities to slow and store floodwater in the floodplain through river restoration showing links to relevant restoration programme, potential to use an implementation plan or feasibility study (Countryside Stewardship – PA1 and PA2) to scope this and land use change.

Water Resources Audit

- To provide detailed, practical training and information to farmers/land managers to help them reduce the impacts of diffuse water pollution from agriculture (DWPA) on water-bodies and to build resilience to climate shocks by more sustainable water sourcing and use. This is particularly relevant in areas of water stress and risk of over-abstraction and areas where diffuse pollution and water stress together compromise ecological status.
- To identify water resource risks both now and in the future for the current system and make recommendations on potential changes to cropping/sourcing/storage of water to ensure business resilience, and or changes to sourcing, storage provision and efficiency.
- To make prioritised farm-specific recommendations which consider leakage reduction, water efficiency/recycling, alternative sources and appropriate water storage and harvesting facilities.
- To highlight existing good practice in sustainable water sourcing and use that could be developed further.
- To provide an analysis of the costs, benefits and pay-back times of recommended changes.
- The report must take into account the latest published Environment Agency abstraction guidelines.

Precision Farming/Controlled Traffic

- Aimed at farmers using precision farming techniques and equipment.
- Advice on use of precision farming techniques to reduce the risk of water and air pollution.
- Could include advice on variable use application of fertilisers or organic manures to avoid over-application and to match no-spreading risk maps.
- Could include pesticide application for sprays/pellets to target areas and avoiding spraying high risk areas.
- Could include use of soil mapping to improve soil management in relation to reducing soil loss.
- Aimed at farmers using or considering conversion to Controlled Traffic Farming (CTF).
- Explain the potential benefits of CTF for reducing water and air pollution.
- Review of machinery and equipment currently used and develop a machinery replacement plan for a CTF system.
- Advice on best use of CTF techniques to reduce water and air pollution.
- Grants available for equipment.

Looking at the Farm System

- To consider the different farming operations from first principles.
- Identify the different enterprises which may offer biggest risk for water and air quality.
- Break down the yearly calendar of events:
 - Consider each enterprise separately.
 - Look at the key processes, timings, techniques of cultivations/pesticide application/milking/calving/lambing/harvesting/input applications.
 - Identify risk areas to be considered e.g. bare ground/fertiliser/manure applications/application timings/application techniques/yard scraping.
- Develop a list of improvements:
 - Prioritise and identify rough costings along with support mechanisms.
 - Highlight those elements which may be at risk of regulatory breaches.
- Propose an improvement plan with a timeline and tasks.

Soil Health

Objective: to review the chemical, physical and biological health of soil on the holding and make recommendations for its enhancement; to train the farmer/landowner in how to assess soil health and monitor improvements resulting from their actions.

- With the farmer/landowner, discuss current soil management on the farm, including problems encountered or concerns held.
- Present the results of soil analysis from three fields on the holding and discuss their implications. The analysis will go beyond routine soil analysis, (pH, P, K, Mg), possibly including trace elements, texture, organic matter content and indicators of biological activity, such as respiration and will have been specified previously by the Catchment Sensitive Farming Officer (CSFO).
- With the farmer/landowner examine the chemical, physical and biological health of soil on the farm by studying soil pits in the three fields previously sampled for soil analysis, identifying favourable and unfavourable properties.
- Discuss management techniques that will improve or enhance soil health in the soils examined, to include consideration of fertilisation, cultivations, rotations, use of cover/catch crops and green manures, organic and inorganic amendments.
- Agree soil assessments that the farmer/land manager can continue to conduct after the visit, to monitor changes in soil health.

Integrated Pest Management (IPM)

Objective: to take the farmer/landowner beyond their IPM plan; to discuss how current reliance on chemical control methods can be reduced, with net gain or no detriment to the farm business.

- Review the current farming system.
- Review the current IPM plan.
- Highlight risks from the current pest management strategy e.g. water pollution, pesticide resistance, loss of beneficial organisms and natural predators, harm to biodiversity, effects on soil health, reducing availability of chemical options, and reduced resilience of the farm business.
- Identify non-chemical or reduced-chemical approaches to pest management, which are not being used and which meet the business and motivational aspirations of the farmer/landowner, including those which they are willing to adopt soon and those which they might consider in the longer term.

Switching to Organic Farming

- To consider the way conventional and organic farming operations maybe different from first principles.
- Potential benefits to the environment of converting to organic farming, in terms of air and water pollution. Identify the enterprises which may offer biggest risk for water and air quality and then what the advantages/disadvantages maybe for converting to organic.
- Grants and support for organic conversion and subsequent organic management.
- Introduction to Organic Standards with focus on protecting water and air quality.
- Key opportunities and risks for the farm business of organic conversion.

Using Woodland to Improve Flood Management, Water and Air Quality

- Woodland for water and air, agroforestry and enhanced buffers.
- Aimed at farmers where there is poor water quality and especially where there are sensitive receptors.
- Suitable where soil erosion, run-off pathways have been identified.
- Advice to farmers on how new or traditional grass buffer strips can be enhanced to provide a more effective buffer to a watercourse.
- Advice on measures that the farmer could use from Countryside Stewardship to make up a 3D buffer.

Field Application of Nutrients

- Advice to farmers and operators on reducing risk of water and air pollution from field application of organic manures and fertilisers including:
 - Identifying high risk fields/areas for water and air pollution to produce a risk map for no spread zones for organic manures and fertilisers.
 - Pollution pathways.
 - Timing of applications.
 - Application equipment and set up.
 - Organic manure including farmyard manure, slurries, digestate, biosolids and waste.
- Farming Rules for Water and cross compliance requirements for nutrient applications.

Annex E: Reducing the impact of agricultural ammonia emissions on health and the environment

Background

- Ammonia is a key air pollutant with impacts on health and the environment. Whilst emissions of other pollutants have decreased significantly over recent years, UK ammonia emissions have remained relatively stable.
- The UK has signed up to new ceilings for emissions of ammonia in 2020 under the Gothenburg Protocol to the Convention on Long-range Transboundary Air Pollution and recently agreed an amendment to the EU National Emission Ceilings Directive for 2030.
- Ammonia emissions react in the atmosphere to produce secondary particulate matter which has significant health impacts.
- Nitrogen emissions which give rise to deposition are as oxide of nitrogen (NO and NO₂) arising mostly from motor vehicles and combustion, and as ammonia (NH₃) arising predominantly from agricultural sources. Nitrogen (N) deposition affects plant communities that have evolved on nutrient poor habitats by increasing the amount of plant available nitrogen in the soil. The extra nitrogen can increase the growth of some species (e.g. grasses and heathers) which replace other species that have lower N requirements. Ammonia deposition is currently above the critical load for a number of semi-natural habitats across the UK.

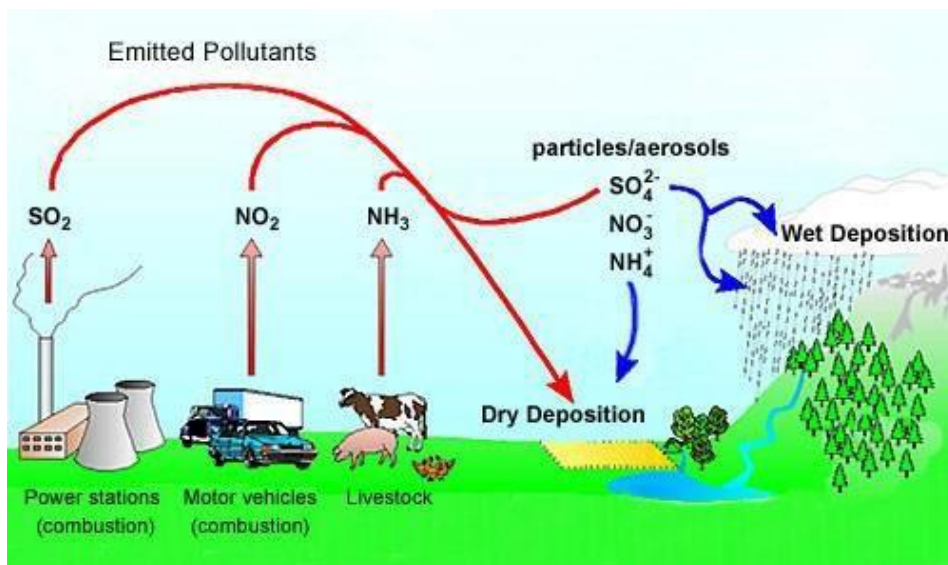


Figure 1. Pollutant emission and deposition processes (from APIS www.apis.ac.uk)

- Agriculture is the main source of ammonia (NH₃) emissions in the UK accounting for c.83% of total UK emissions in 2014. The management of livestock manures during housing, storage and land spreading are the main source of ammonia losses, accounting for around 70% of agricultural emissions (Fig. 2).

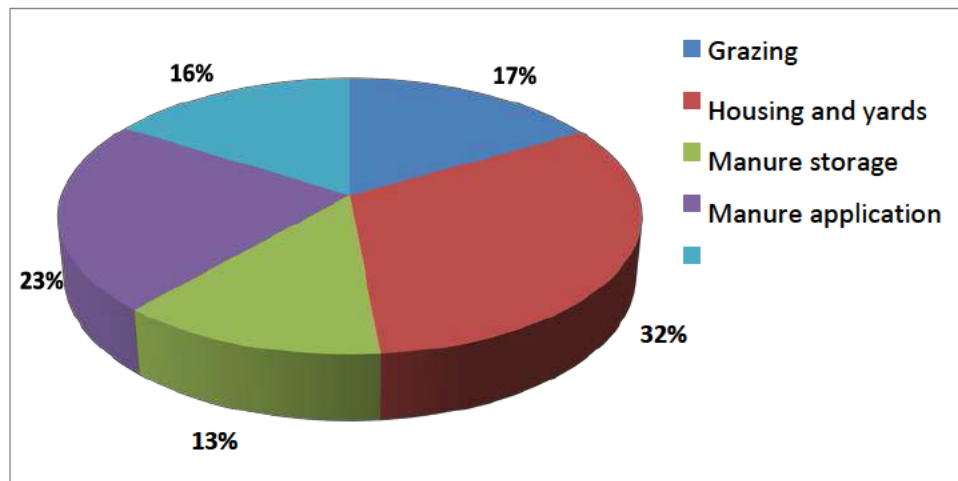


Figure 2. Sources of ammonia emissions from UK agriculture

- Ammonia emissions from livestock systems occur when dung, urine or manure are exposed to the atmosphere.
- Ammonia emissions following application of urea based fertiliser products are typically greater than from ammonium nitrate.
- Measures to minimise ammonia emissions can increase manure N use efficiencies (and reduce the need for manufactured fertiliser N applications) as well as reduce agriculture's impact on the environment.
- Ammonia emissions typically have greatest impact within a relatively short distance downwind of the source (within hundreds of metres to a few kilometres), depending on source strength, topography and prevailing wind direction; an example is shown in Figure 4, where the concentration plume from a poultry house added in the SW corner on the right hand picture can clearly be seen.

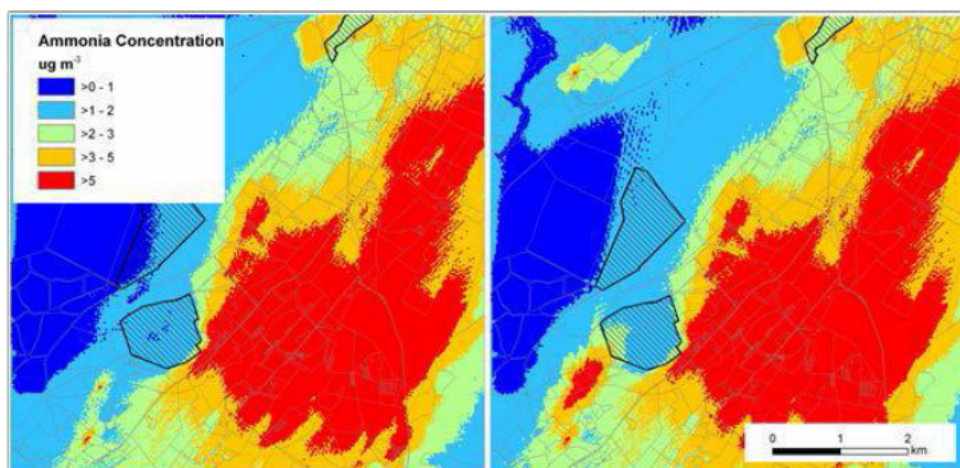


Figure 3: Concentrations of atmospheric NH_3 in a landscape with poultry, beef and sheep farming in the vicinity of SSSIs, Left: baseline concentrations and Right: baseline concentrations plus an additional poultry shed added in the SW corner, 1km from the nearest SSSI. SSSI areas are delineated with diagonal hatching. Landscape data source: NitroEurope project

Identification of major local ammonia emission sources and potential mitigation measures based on site characteristics

- Given that ammonia emissions have the greatest impact within a few kilometres downwind of the source, local measures to reduce emissions can lead to a big improvement. Typically the target area will extend up to 2 km in the upwind direction and 0.5 km in the downwind direction of the site boundary. The major local emission sources and potential mitigation measures will depend on the type of agriculture in the area and on potentially constraining features such as soil type and slope.
- Measures to mitigate NH₃ emissions from land application of livestock manures are among the most cost-effective (per kg of NH₃ emission abated), practical and easily-implemented of measures aimed at reducing emissions from agriculture and, although differing in detail, applicable across all sites.
- Housing measurements are generally the most expensive, and often not possible to retrofit.
- Consideration must be given to any secondary impacts of the measures to be implemented; these may be positive, e.g. also reducing water pollution ('win-win') or negative, e.g. risking an increase in water pollution ('pollution swapping').

Predominantly grassland areas

These areas will be typically dominated by dairy, beef and sheep production. Larger, more intensive, dairy farms are likely to represent the major emission sources including slurry-based cattle housing, outdoor yards used for feeding/collecting cattle, slurry storage tanks and lagoons and manure applications to land.

Land application of manures

- Opportunities for rapid incorporation of applied manure into the soil are likely to be limited, but to be encouraged where tillage operations occur
- Low emission slurry application techniques (Fig. 4):
 - shallow injection is most effective, but cannot be used on stony soils, shallow soils overlying chalk or clay soils under 'plastic conditions' where injection slots become channels for slurry transport/run-off
 - band spreading of slurry by trailing shoe (places slurry on the soil surface beneath the grass canopy); applicable for grassland where shallow injection cannot be used



Figure 4. Low emission spreading techniques suitable for grassland: shallow injection (left) and trailing shoe (right) Manure storage

- Fit covers to above-ground slurry tanks (Fig. 5); effective at reducing ammonia emission and will also exclude rainfall from the store, reducing the volume of slurry requiring spreading
- Apply floating covers (e.g. plastic sheet) to slurry tanks and lagoons
- Cover solid manure heaps with sheeting; only an effective measure if the manure can be rapidly incorporated into the soil after spreading, otherwise emission savings during storage are lost after spreading



Figure 5. Slurry store covers; self-supporting cover on above ground slurry tank (left) and plastic floating cover (right)

Housing

- Where new buildings are being planned, the opportunity could be taken to include emission reducing features such as efficient manure removal (scraper) systems
- Minimise the area of concrete floor (in house and yards) that is fouled by cattle excreta
- Roofing of outdoor yards will reduce emissions to some extent and is also recommended as a measure to reduce diffuse water pollution

Predominantly arable areas

In arable areas, mitigation measures will largely be targeted at manure and fertiliser application. Livestock manures and other biosolids (e.g. digestates) might be imported and spread to arable fields close to the Natura 2000 site from further afield.

Land application of manures

- Where manures are applied to cereal stubble or bare soils, rapidly incorporate into the soil within 4-6 h of application by plough (most effective) or other form of cultivation (Fig. 7)
- Low emission slurry application techniques:
 - Band spreading by trailing hose is most suitable for applications to growing cereal crops, where wide-boom machinery can make use of established cropping tramlines (Fig. 6)
 - deep injection may be applicable prior to crop establishment, but not for stony or shallow soils, particularly if overlying chalk

Fertiliser application

- Switch from urea-based fertilisers (associated with a high emission factor) to other types e.g. ammonium nitrate, or use a urea-based fertiliser product which incorporates a urease inhibitor
-



Figure 6. Band spreading of slurry to cereal crops (left) and rapid incorporation of applied manure by plough (right)

Intensive livestock housing

Larger intensive pig and poultry units are likely to have already been assessed and implemented appropriate emission reduction technology as part of complying with the Industrial Emissions Directive. However, there may be further potential for adoption of emission reduction measures on such units and on smaller (below IED-threshold) units.

- Mitigation measures for pig and poultry housing are often expensive and/or difficult to retrofit. However, where new buildings are being planned, the opportunity could be taken to include emission reducing features such as floor design for pig housing, rapid slurry removal or slurry acidification systems, manure drying systems for poultry housing and air scrubbers for pig or poultry housing.
- Covering of slurry tanks and lagoon or the use of slurry storage bags for new/increased storage provision (Fig. 8)
- The establishment of tree belts around intensive housing and/or slurry storage can give some emission reduction (up to c. 20%) through reducing air flow around the emission source and direct canopy recapture of emitted NH_3 , but may not be appropriate for all situations/landscapes and will take some years to establish



Figure 8. Slurry storage bag

Integrated messages

Catchment Sensitive Farming has primarily focused on Diffuse Water Pollution from Agriculture. Extension to focus on atmospheric pollution may result in confusion over the aims of the project in the minds of some farmers. Care is needed to avoid any misunderstanding of messages, emphasising the links between reducing nitrogen losses to air and water and particularly the benefits that improvements in manure nitrogen use efficiency can bring.

Further reading

Options for mitigating ammonia (Task Force on Reactive Nitrogen of the UNECE CLRTAP) http://www.clrtap-tfrn.org/sites/clrtap-tfrn.org/files/documents/AGD_final_file.pdf

Ammonia in the UK. Defra publications available from http://adlib.everysite.co.uk/resources/000/109/544/ammonia_uk.pdf

APIS The Air Pollution Information System (www.apis.ac.uk)

Newell-Price, J.P., Harris, D., Taylor, M., Williams, J.R., Anthony, S.G., Duethmann, D., Gooday, R.D., Lord, E.I., Chambers, B.J., Chadwick, D.R. and Misselbrook, T.H. (2011) *Mitigation Methods User Guide*. An inventory of mitigation methods and guide to their effects on diffuse water pollution greenhouse gas emissions and ammonia emissions from agriculture <http://www.avondtc.org.uk/Portals/0/Farmscoper/DEFRA%20user%20guide.pdf>

PART 2: THE PROVIDER'S LOT

Where ticked below, the Provider has been awarded the Lot(s) for the specified Geographic Region:

Lot 1 – North West

Lot 2 – North East & Yorkshire

Lot 3 – East Midlands

Lot 4 – West Midlands

Lot 5 – East of England

Lot 6 – South East and Central

Lot 7 – South West

Lot 8 – National (England)

FRAMEWORK CONTRACT MANAGEMENT

FARM and LAND MANAGEMENT ADVICE FRAMEWORK

This document sets out the summary Framework Contract Management requirements which Framework Suppliers must adhere to.

1. Framework Management Manual

1.1 A Framework Management Manual intended to steer the higher level management of the Framework contract and provide direction to the management of mini-contracts will be issued to successful Framework contractors at the time of the contract award.

It will set out information further to this document, regarding the framework management, governance, procedural arrangements, high level standardised processes, guidance, and templates for data recording and reporting which will apply across all advisory Themes and Lots.

2. Scope of Funding Sources

2.1 As detailed in section 1.6 of the Specification of Requirements, the framework will deliver activity using a number of different funding sources for which there are different regulation, reporting and audit requirements. Mini-competitions will clearly state the funding mechanism to be used and therefore direct Suppliers to the associated requirements.

2.2 RDPE Activity will be funded primarily, although not exclusively, under Article 15 (Advisory Services), Regulation (EU) 1305/2013 of the Rural Development Programme for England (RDPE) 2014-2020. In accessing this funding Natural England will (i) require Suppliers to collect and submit specific data in support of the RDPE Article indicators, as part of the information/evidence in support of their invoices/claims (ii) implement specified controls which meet the requirements of the Rural Development Regulation that underpins the RDPE.

2.3 Suppliers should note that, for public funded activity, the maximum costs permitted throughout the period of the RDPE programme are:

- Cost of the advice provided to an individual: maximum €1500 per advice theme (net of VAT). Delivery to individuals and attendance at group events will count towards the individual EU limit of €1500 per advice, calculated by dividing the cost of the event by the number of attendees
- Cost of training of advisers: maximum €200,000 per three years (net of VAT) for the training of staff within any individual business.

2.4 Suppliers should note that the services to be offered under the Framework will be through demand from targeted recipients. It is expected that advice will usually be 100% funded, however there may be occasions where attendee charges will be required. It will be the Suppliers responsibility to have the systems in place to collect charges.

3. Relationship Charter

3.1 All parties to the Framework agreement are required to commit to a relationship charter of openness, honesty and mutual trust, whilst working towards shared objectives.

The relationship will be one of commitment to:

- proactive and continuous improvement and information-sharing
- excellence and professionalism, aspiring to deliver “best in class” performance
- equitable risk and reward sharing and
- partnership working.

Furthermore, Suppliers shall not do anything which will put Natural England in breach of any RDPE obligations. See below **section 8 Funding requirements** for details of these RDPE obligations.

4. Framework Management Structure

4.1 Natural England will manage and administer the Framework agreement. This will include (i) identification of advice provision requirements and (ii) monitoring of delivery, and quality/performance. Natural England will appoint:

- A Framework Manager, who will manage the Framework and be the main point of contact for Suppliers at a national level and
- Lot Managers, who will commission and manage delivery under the Framework at the Lot level and, as such, are key to Supplier relationship and performance management activity.

4.2 Suppliers will be required to appoint a Lot Manager for each Lot they are successful in and if successful in more than one Lot, a Framework Manager. It is envisaged that one individual could fulfil more than one role. These individuals must be the point of contact at each Lot level and will have authority to speak on the Supplier’s behalf.

4.3 The Supplier Framework Manager will be responsible for the overall delivery and quality of Advice and Information by the Supplier for building and maintaining good working relationships and practices with Natural England and other parties involved in the delivery of services under the Farm and Land Management Advice Framework (FaLMA).

The principal responsibilities of the Supplier Framework Manager are:

- Develop and maintain a good working relationship with the Natural England Framework Manager.
- Participate in regular Framework-level contract review meetings with the Natural England Framework Manager to review delivery progress and quality and to address any Framework-level issues. On a once-yearly basis minimum, the meeting will review Lot-level Mutual Performance Reviews and agree steps to ensure continuous improvement.
- Cascade and prompt implementation of any actions agreed with the Natural England Framework Manager.
- Maintain oversight of performance against Key Performance Indicators (KPI’s) in each Lot
- Maintain a documented internal quality assurance process for monitoring the quality of services delivered.
- Monitor and resolve any Framework-level conflicts of interest.
- If the Scale of Escalation process commences ensure timely action is taken to resolve issues.

- Facilitate the inspections process on behalf of the Supplier and take any actions as required.
- Be responsible for Supplier systems used to collect attendee charges on occasions where advice is not 100% funded.
- The Supplier Framework Manager is responsible for overall delivery including quality of Advice provisions, for building and maintaining good working relationships and practices with Natural England and other parties involved in the delivery of services under the Framework.

Any changes to the Supplier Framework Manager must be notified at least 2 weeks in advance and agreed in writing with the Framework Manager.

4.4 Framework-level contract review meetings will provide the main opportunity for both parties to formally assess overall performance, identify issues and agree solutions. Contract review meetings are held at least annually. Contract review meetings are organised by the Natural England Framework Manager and attended by the Supplier Framework Manager and other Supplier or project personnel as agreed between the Natural England Framework Manager and Supplier Framework Manager. Meetings will take place face-to-face or by telephone. The Natural England Framework Manager is responsible for producing brief minutes of the meeting including agreed actions and distributing these to attendees within 10 working days of the meeting.

Topics will be discussed at a high level, and include but are not limited to:

- Lot-level Mutual Performance Reviews.
- Quality Assurance processes.
- Framework management issues including Scale of Escalation.
- Delivery issues.
- Improvement plans.
- Cost effectiveness.
- A forward look to include industry intelligence sharing, emerging future work areas and Supplier business ambitions.

5. Performance Management

5.1 Supplier performance is overseen and managed by:

- Natural England Lot Managers at Lot level.
- The Framework Manager at Framework level.

5.2 The overall performance of the Framework Agreement is the responsibility of the Framework Manager. Natural England will provide information and feedback for the contract review. If the performance of delivery by Suppliers drops below acceptable standards then review meetings will take place more frequently.

5.3 Key Performance Indicators (KPIs) are compulsory and are split into two categories:

- Activity
- Mini-contract management.

KPI's are recorded as either achieved or not achieved, for each mini-contract. Natural England may develop additional monitoring and evaluation of KPI's which would be theme/programme specific.

Activity KPIs are used to (i) assess Supplier performance and/or (ii) feed into wider monitoring and evaluation of programmes delivered under FaLMA. They will consider but not be limited to, the quality of the advice and the impact of the advice.

Mini-contract management KPI's are used to assess Supplier Mini-contract performance. They will consider but not be limited to, achievement of delivery milestones and assessment of delivery quality.

The Framework Manager holds a database of KPI's for all mini-contracts.

5.4 Suppliers must put in place their own Quality Assurance (QA) system to (i) monitor the quality of technical advice, training and information delivered, (ii) ensure that work is produced to an acceptable and consistent standard, and (iii) measure, analyse and use customer feedback to inform the process of continuous improvement. Suppliers are responsible for ensuring that services provided under the Framework Agreement are delivered in accordance with the Framework Management Manual, the Terms and Conditions of Framework Agreement, and the mini-contracts. Natural England and/or its Contracting Bodies will assess the quality of the technical advice, training and information delivered by Suppliers and provide regular feedback.

5.5 Suppliers will be expected to put in place clear monitoring and reporting procedures for the measurement of delivery against the mini-contract key deliverables, timescales and targets. These delivery milestones will be detailed in the Mini-competition and must be taken in to account when compiling and submitting bids. They will also be included in the Mini-contract Award Letter. Progress against these contract milestones will be monitored by Natural England and action will be taken if the milestones are not met. Any agreed changes to the milestones during the course of a mini-contract will be detailed in Mini-contract Amendment Letter(s).

5.6 To drive efficient and high quality delivery, a 'Mutual Performance Review' is used to monitor (i) performance and (ii) the quality of relationships between Natural England and Suppliers, at Lot level. In the spirit of collaborative working and continuous improvement, the process is two-way and Suppliers have the opportunity to provide an assessment of Natural England and Defra's performance. A summary report including improvement plan where appropriate, is compiled for each Supplier on at least an annual basis, unless a greater frequency is agreed.

The Mutual Performance Review comprises eight standards in total. Four Supplier performance standards:

- Meeting of delivery milestones
- Quality of advice delivery – customer
- Quality of advice delivery - Defra
- Funding requirement compliance

and four mutually assessed relationship standards:

- Project Management– the effective demonstration and use of project management tools.
- Communication and Responsiveness – the ability to respond in a timely manner using appropriate communication channels.
- Skills and Expertise – the availability and effectiveness of appropriately skilled and experienced advisers and Lot Managers/Project staff.
- Organisational Sensitivity – an acknowledgement and empathy of the nature of each other's business, working in a way to enable/ensure alignment with them.

Mutual Performance Review reports are compiled by the Lot Manager and include any feedback from commercial bodies using the Framework, in conversation with the Supplier Lot Manager. Action points are subsequently agreed in consultation with each Supplier Lot Manager along with an improvement plan, if required. The Framework Manager will provide support to ensure consistency between Lots and Suppliers. Where a consensus assessment cannot be reached, areas of non-agreement will be escalated to the Framework Manager and Supplier Framework Manager. The Framework Manager will meet, usually face-to-face, with the Supplier Framework Manager to review outcomes of the Mutual Performance Reviews, as part of the contract review meeting.

5.7 The intention is that Suppliers fulfil their obligations. However, there may be occasions when performance fails to meet the required agreed standards. In these circumstances Natural England may decide to follow the Scale of Escalation for Managing Poor Performance as detailed below, in order to improve performance to an acceptable level:

S t e p	Reason for Escalation	Escalation by	Timescale for escalation	Escalation action
0	Natural England Contract Manager manages day to day contract management, issues, concerns and performance management.	N/A	N/A	N/A
1	Supplier does any of the following: <ul style="list-style-type: none"> • misses deadlines for: <ul style="list-style-type: none"> ○ agreed progress reporting ○ claims submissions as agreed at inception meeting ○ milestones detailed in the mini-competition • fails to respond within 2 working days to email or phone messages • continuing and poor quality issues during delivery 	Natural England Contract Manager	Immediate	<ul style="list-style-type: none"> • Natural England's Contract Manager notifies the Natural England Lot Manager. • Gather and record evidence. • Monitor. • Alert Supplier that Natural England is monitoring under Step 1 of the Scale of Escalation

	<ul style="list-style-type: none"> continuing and poor quality issues during the claims process 			
2	<p>As Step 1, but Supplier Lot Manager fails to improve or remedy the situation within 1 week and/or the failures develop a recurring pattern, of Natural England's chasing for information or Supplier providing the information only after chasing.</p>	Natural England Contract Manager	One week after step 1	<ul style="list-style-type: none"> Review of evidence by the Natural England Lot Manager. Share evidence with Supplier Lot Manager. Agree course of action. The Natural England Lot Manager monitors agreed actions.
3	<p>As Step 2, but continues for up to a month; or the issue is wider, impacting on a number of contracts by the same Supplier in the same Lot.</p> <p>Or</p> <p>Several failures identified and evidenced and/or affecting more than one Lot: e.g.</p> <ul style="list-style-type: none"> Poor quality of delivery Poor project management Poor communication Poor volumes of delivery Poor standard of claims Inadequate quality assurance 	<p>Natural England Contract Manager</p> <p>Natural England Lot Manager</p>	One month after step 2.	<ul style="list-style-type: none"> The Natural England Lot Manager reviews Natural England evidence. The Natural England Lot Manager checks with other Natural England Lot Managers to ascertain if there are issues with the same Supplier in other Lots. The Natural England Lot Manager informs Natural England Framework Manager and provides them with evidence. Natural England Framework Manager arranges meeting with Supplier Framework Manager to discuss the issues, agree resolution, changes and timescales, and consequences of failure of Supplier to implement stated changes. Details of the meeting are recorded and sent by Natural England Framework Manager to Supplier Framework Manager and copied to Defra Group Commercial Procurement Manager for information and to put on file. The Natural England Lot Manager monitors Supplier performance for one month and gathers evidence which

				<p>is passed to the Natural England Framework Manager to review.</p> <ul style="list-style-type: none"> • Following review of the evidence, the Natural England Framework Manager advises Supplier Framework Manager of the outcome and the next steps. • The Natural England Lot Manager informs other Natural England Lot Managers of the outcome and the next steps.
4	No significant improvement over a month	Manager	One month after step 3.	<p>The Natural England Lot Manager provides evidence to the Natural England Framework Manager.</p> <p>Sanctions are:</p> <p>a) Temporary suspension from FaLMA framework, for a three month time period, during which time Suppliers will not be permitted to bid for new mini-competitions.</p> <p>or</p> <p>b) Temporary suspension from FaLMA framework, for a three month time period, during which time Suppliers will not be permitted to bid for new mini-competitions; and live mini-contracts will be terminated with immediate effect.</p> <p>or</p> <p>c) Permanent suspension from FaLMA framework.</p>

Timescale: Based on above from step 0 to step 4 will take a minimum of 2 months and 1 week.

After any temporary suspension from FaLMA, there will be a three month trial period to assess if the Supplier's proposed improvement proposal(s) have been effective.

6. Further information on contract requirements

6.1 In delivering advice and information under FaLMA, there is a range of circumstances in which a potential or actual conflict of interest could occur. This includes, for example, where Suppliers and/or their sub-contractors are requested by farmers, land managers, and their advisers who have been advised under the Framework, to carry out additional advice/training on the farm, which is chargeable. The terms and conditions of the Framework prohibit the

promotion or selling of Suppliers' own services to beneficiaries of the Framework. In addition, Suppliers and/or their sub-contractors must not use any Framework database/listings of farmers, land managers, and advisers supplied by Natural England, to promote their own commercial services.

The Supplier must have clear control mechanisms in place to ensure no potential or actual conflict of interest. Control mechanisms must be monitored by the Supplier which will be discussed at the Contract review meetings.

6.2 At Framework level, delivery risks including resourcing, external factors such as inclement weather, industry related risks, travel etc. will be reviewed jointly at Contract review meetings or following completion of a period of delivery. Where it is considered necessary, risks will be reviewed on a more frequent basis to be determined jointly by the Framework Manager and the Supplier Framework Manager. Suppliers must ensure that a Risk Assessment is completed for all activities under the Framework and, in particular, in advance of each group event and/or one-to-one visit.

6.3 Suppliers must comply with the Health and Safety at Work Act 1974 and its associated regulations. Where there are no statutory legislative controls the Supplier shall follow the manufacturer or industry's best practice, always ensuring personnel, including sub-contractors are properly protected, trained and competent to carry out the operations being undertaken.

6.4 Suppliers will be required to comply with current GOV.UK/Defra biosecurity guidance when carrying out visits and group events. It is essential that Suppliers do not spread any plant or animal pests or diseases within or between sites. Supplier organisations and all delivery staff must be familiar with all possible risks and take the appropriate steps to ensure biosecurity while also meeting safety standards for handling and disposing of disinfectants.

6.5 Sustainability is a significant consideration for this Framework Agreement and Suppliers must demonstrate that they are applying sustainability principles and are committed to reducing their carbon footprint.

7. Mini-contract management

7.1 All activity under the Framework Agreement is commissioned and managed by Natural England, via the mini-competition/contract process. There are three distinct stages:

- Commissioning activity
- Managing delivery
- Submission and sign-off of Mini-contract outputs and claims.

7.2 The commissioning activity will be managed via a process of mini-competitions on Bravo, Defra's procurement system, by inviting all the approved Suppliers capable of delivering in the relevant Lot to tender. For Regional Lots, both the relevant Regional Lot Suppliers and National Lot Suppliers will be invited to bid. The geographical area in which the activity is to take place will be stated in order to inform delivery planning.

7.3 Mini-competitions will be evaluated based upon price, proposed quality of delivery, capacity and proposed mini-contract delivery.

7.4 Upon award of the mini-contract Natural England will make arrangements for a mini-contract Inception Meeting to discuss how the commissioned activity will be delivered, managed and reported on.

7.5 Suppliers are responsible for the submission of accurate mini-contract claims, in arrears, that meet the associated funding requirements. Claim submission will be agreed at the mini-competition stage and/or the associated inception meeting. Any changes to the claims submission schedule during the course of the mini-contract will be agreed in any Mini-contract Amendment Letter(s). Natural England will provide appropriate claims training which the Suppliers must attend. Late, inaccurate and/or claims that do not meet the specific funding requirements may trigger the Scale of Escalation. All third party expenses must have been defrayed prior to submitting a claim. Supplier invoices will be paid 30 working days from receipt of a complete claim.

7.6 The Supplier should ensure that group events are run at target capacity and all activity is completed on time and to specification. Payment for RDPE, Grant in Aid (GIA) or commercially funded group events, unless stated otherwise in the mini-competition will be assessed by event and based on attendance achieved against agreed capacity levels stated in the mini-contract:

- Where attendance is 75% or more of target capacity the full unit cost will be paid.
- Where attendance is more than 34% but less than 75% of target capacity payment will be made on a sliding scale.
- Where attendance is 34% or less of target capacity, 40% of the unit cost will be paid.
- Where attendance exceeds the target capacity, 1% of total event unit cost will be paid per additional attendee up to a maximum of 10 attendees per event.

Attendance percentage calculations should always round up to the nearest whole number.

In implementing the above, Natural England will need to be content that a number of requirements have been met.

7.7 The Supplier Framework Manager must provide the Framework Manager with details of how their Quality Assurance (QA) system will operate, analysis of QA findings, and mitigation/improvement and contingency actions taken to ensure quality expectations are achieved. The QA requirements for each contract will be discussed and agreed at the Inception meeting.

Suppliers must QA a minimum of 10% of activity across each contract, with a higher percentage where delivery is via new advisers or where performance issues have been identified at the Inception meeting and/or following a review of contract delivery. Quality Assurance of one-to-one reports must be undertaken by Suppliers and, where requested, by Natural England in advance of submission to the farmer/land manager and/or adviser. The findings of Supplier QA will be discussed at contract review meetings.

8. Funding requirements

8.1 The specific funding stream used to deliver activity will be detailed in the Mini-competition documentation. Each funding stream has specific delivery and reporting requirements which Suppliers must adhere to.

8.2 A proportion of activity being delivered through the FaLMA Framework is funded under the European Agricultural Fund for Rural Development (EAFRD), as part of the RDPE 2014 to 2020. This funding stream comes with additional requirements for Suppliers, some aspects of which are set out below. Suppliers should familiarise themselves with the various regulations which govern funding under the RDPE so as to better understand (i) their responsibilities as recipients of funding, (ii) the responsibilities as a delivery body for RDPE funding and (iii) the implications of non-compliance with the regulations.

Delivery activity will be ineligible to claim under RPDE, if any part of it is in receipt of other public funding. The Rural Development Regulations require Suppliers to retain and make available full supporting documentation which provides evidence of costs in support of claims. This evidence will include (a) timesheets (b) invoices e.g. for venue hire, third party Suppliers etc., and (c) bank statements/payment ledger screen prints confirming that these invoices have been paid.

8.2.1 Suppliers are required to submit timesheets and a summary of these in support of all claims. Timesheets must be provided for:

- Suppliers own staff who have spent time delivering activity under the Framework mainly advisers but also, where possible, any staff involved in mini-contract administration/management and/or event organisation; and
- Sub-contractors working for the main Supplier who have spent time delivering activity under the Framework.

Timesheets must contain the following information:

- name of the individual involved
- who they work for
- mini-contract reference number
- date of activity and hours worked
- brief description of the work carried out e.g. type of advice activity
- for advisers, be linked to the unit of activity delivered; and
- the location of the work e.g. CPH number, event location or office location

Date, location and type of activity are fundamental so that adviser time inputs can be linked back to individual units of activity. Any time inputs from other staff e.g. related to project management activity can be at mini-contract level.

Timesheets need to be signed by the individual to which the timesheet belongs and by the Supplier Lot Manager, with the following acceptable as evidence of sign-off:

- a scanned signature or an email trail confirming approval/sign-off of the timesheet, provided this demonstrates an audit trail containing confirmation from both signatories or
- an audit trail on an electronic time recording system, provided that the electronic time recording system is completed by the individual and is approved/signed off either in hard copy or by email trail by the Supplier Lot Manager.

8.2.3 Suppliers are required to pay all third party supplier invoices associated with the delivery covered by the claim, prior to submitting the claim to Natural England. The point at which an invoice is paid is defined as the point at which funds leave the Supplier's account. Suppliers are required to submit third party supplier invoices for any expenditure associated with delivery and could include, for example:

- advice delivery by sub-contractors working for the Supplier
 - venue hire
 - machinery hire e.g. for demonstration events, and
 - mailshot / promotional costs where outsourced by the Supplier.
- Third party supplier invoices must be originals and should be receipted. Invoices can only be considered as receipted if they are annotated with some form of acknowledgement from the company/individual receiving payment. An invoice would be accepted as receipted if it bears the 3rd party supplier's official receipt which could be a stamp, a signature etc. Alternatively, an email from the 3rd party supplier confirming that payment has been received can be accepted as evidence.
 - If not receipted, the Supplier should provide bank statements or payment ledger screen prints evidencing payment which must be certified by the Supplier Lot Manager as a true copy. The invoice must be linkable to the payment transaction by a common reference number e.g. invoice number. Payment value is not acceptable as the only common denominator.

8.2.4 Suppliers will submit invoices/claims and supporting information to Natural England for verification and authorisation before forwarding to the RPA for payment. Suppliers should note that Framework advice delivery which is fully funded under the RDPE is not eligible for State Aid support.

Natural England will undertake checks on the additional evidence which will include:

- that correct records are being kept by the Supplier
- that records support the claimed number of units
- that invoices from third party Suppliers have been paid.

8.2.5 As the accredited paying Agency for the RDPE, the Rural Payments Agency (RPA) will make payments to Suppliers for all RDPE funded activity under the Framework.

8.2.6 In addition to the checks undertaken at claims stage, Natural England is required to implement 'on-the-spot' checks carried out at Supplier offices on a minimum of 5% of RDPE funded expenditure each year. These checks will be undertaken by the RPA. Suppliers should note that 'on-the-spot' checks are unannounced and are likely to take place once or twice a year, with a minimum of 48 hours' notice.

8.2.7 The anticipated inspection process is summarised below:

- Each quarter, Natural England provides the RPA with a list of all RDPE funded mini-contracts and payments
- RPA selects a Supplier for inspection in the following quarter and the sample of mini-contracts to be reviewed
- Natural England compiles dossiers of key documents for the sample of mini-contracts selected for review and passes them to the RPA
- RPA notifies the selected Supplier of the inspection
- The Supplier ensures that all required documentation is available at the inspection site
- Natural England undertakes telephone checks of a sample of training recipients relating to selected mini-contracts

- RPA undertakes Supplier site inspection, in liaison with Supplier Framework Manager
- Natural England advises RPA of results of telephone checks of training recipients
- RPA provides Natural England with Supplier inspection report detailing findings and recommendations
- Natural England reviews report and considers any necessary action to be taken in response to the findings/recommendations
- Natural England notifies Supplier of inspection outcome and any action to be taken

The inspection site should be the office where (i) financial and (ii) delivery records including timesheets are stored or can be sent for the duration of the inspection. If there are any changes to the agreed inspection site, the Supplier Framework Manager should notify the Framework Manager.

- Inspections will seek to confirm:
 - that the expenses incurred and payments made by the Supplier in the course of delivering activity under the Framework are supported by accounting documents/evidence
 - that the nature and timing of expenditure corresponds to the work actually delivered and that expenditure has been incurred and defrayed before claims have been submitted;
 - that what has been delivered is in line with what was commissioned; and
 - that the activity has been implemented in accordance with European Community rules.

This will include, but is not necessarily limited to, checks:

- of timesheets and invoices from third party suppliers, and bank statements/payment ledger screen prints confirming that these invoices have been paid; and that
- EC and Defra branding has been used appropriately throughout delivery.

8.2.8 Documents/records that will be reviewed during Supplier inspections include:

- Company documentation including bank statements to confirm name, status and Supplier address and insurance documents.
- Framework documentation including Framework contracts, QA systems and/or processes.
- Mini-contract documentation, (for the sample of contracts noted in the inspection confirmation letter), including Mini-contract specification, Mini-contract award letter, any amendments to mini-contracts and Risk assessments.
- Claim documentation (for the sample of contracts noted in the inspection confirmation letter), including Claim form, Recipient registers, EC data requirements forms, Progress reports and Invoice.
- Contract outputs, including, One-to-one visit reports, Event agendas and Promotional material e.g. invites, press releases.
- Full supporting evidence for the sample of contracts noted in the inspection confirmation letter, including, timesheets for own staff and subcontractors including access to any time recording system, third party supplier invoices -sub-contracted advisers, venues, printing etc., evidence of payment of third party suppliers e.g. receipts, payment ledger reports/BACS payment runs and bank statements and evidence of own (employed) staff and wage payments e.g. payroll reports.

8.2.9 In instances where ‘irregularities’ are found e.g. during claims processing or inspections, it is possible that a penalty may be applied. The power to apply penalties and sanctions under RDPE comes from: Commission Implementing Regulation (EU) No 809/2014 “laying down rules for the application of Regulation (EU) No 1306/2013”.

8.3 For UK exchequer funded activity, Suppliers must retain and make available, full supporting documentation which provides evidence of costs in support of claims. This evidence will include (a) timesheets (b) invoices e.g. for venue hire, third party suppliers etc., and (c) bank statements/payment ledger screen prints confirming that these invoices have been paid.

Further details of requirements will be detailed at the Framework Contract award in the Framework Management Manual.

8.4 For Commercially funded activity, Suppliers must retain and make available, full supporting documentation which provides evidence of costs in support of claims. This evidence will include (a) timesheets (b) invoices e.g. for venue hire, third party Suppliers etc., and (c) bank statements/payment ledger screen prints confirming that these invoices have been paid.

Further details of requirements will be detailed at the Framework Contract award in the Framework Management Manual.

8.5 Once requirements are known and understood for any subsequent future programmes/schemes/funding sources they will be made available to Framework Suppliers.

SCHEDULE 2B: PROVIDERS SUBMISSION



FRAMEWORK AGREEMENT SCHEDULE 3

PRICING MATRIX



FRAMEWORK AGREEMENT SCHEDULE 4

CALL-OFF PROCEDURE

(Process also referred to as “Mini-Competition”, see Schedule 1 Definitions)

General

1. This schedule sets out the Award Criteria that will be used to determine which Provider(s) will provide the Services in respect of a particular Call-Off Contract.
2. The Authority will be entitled to award a Call-Off Contract to a Provider(s) to provide the Services which the Authority or Contracting Body requires as set out in the related Order Form
3. The Authority reserves the right to run a Mini-Competition seeking a combined Service across more than one Lot.
4. There is no obligation on Providers to respond to every Mini-Competition but the Authority reserves the right to remove a Provider from the Framework in the event that a Provider respectively either (a) consistently fails to deliver in line with the timeframes specified at the point of Call-Off and/or (b) repeatedly fails to demonstrate a capability to meet the requirements.
5. In accordance with clause A4.1 of the Call-Off Terms and Conditions, the total Contract Period (including any extension) of any Call-Off Contract shall not exceed two years without the prior Approval of the Authority. Call-Off Contracts may include the provision of Services for one or more Contracting Bodies.

Mini-Competition

7. When the Authority or Contracting Body (through the Authority) has a requirement to procure Services through the Framework Agreement a Call-Off Contract will be awarded via a Mini-Competition. This will reopen competition to all Providers in the relevant Lot who have the capability to deliver the Services.
8. The Authority will procure the Services via a Mini-Competition by issuing a Request for Quote (RFQ) to all Providers who are capable of providing the proposed Services.
9. The Framework Agreement and the Call-Off Contract terms and conditions will apply to any Call-Off Contract, together with such more precisely formulated terms as may be specified by the Authority in the Order Form to be issued at the time of the Mini-Competition.
10. Use of the Mini-Competition Procedure does not mean that the Specification of Requirements set out for this Framework can be changed, although a more precise statement of the requirements may be made in the Order Form.
11. To award a Call-Off Contract via the Mini-Competition Procedure:
 - 11.1 The Authority will identify the relevant Lot Services required and geographical area where those Services are required.
 - 11.2 The Authority or Contracting Body will issue an invitation (in the form of a RFQ) to take part to all shortlisted Providers via Bravo;

11.3 The invitation to take part will specify a fixed time limit for submission of proposals. Such time limit shall be of sufficient duration to allow proposals to be submitted, taking into account factors such as the complexity of the Authority's requirements and the time needed to compile and submit a proposal;

11.4 The Request for Quote will seek proposals for fulfilling the requirement, including for example:

11.4.1 costs to meet the specific requirements

11.4.2 key personnel

11.4.3 agreement to any Additional Clauses as described in the Order Form

11.5 The invitation to take part will contain a copy of the draft Order Form.

12. When invited by the Authority the Providers will, via the Bravo system, either submit a written proposal or decline the invitation to take part in the re-opening of competition. This proposal must be submitted before the deadline set for each mini-competition.

13. All technical questions included as part of the RFQ will be of a nature to those contained within the Framework ITT, but more specific to the requirements of the Request for Quote. The following criteria are a general guide to show how the Authority intends to evaluate and award the Mini-Competitions:

Criteria	Weighting*	Scores
Mandatory	N/A	Pass/fail
Technical Ability	0% - 80%	See scoring criteria below
Commercial	20% - 60%	See scoring criteria below

* Likely to be adjusted to reflect requirements of the Contracting Body.

14. Example Mini-competition Scoring – weighted questions

The mini tender will consist of mandatory questions, and weighted evaluation questions. If the bidder fails the mandatory questions, no further evaluation will take place. If the bidder passes the mandatory questions the weighted questions will be scored in accordance with the scoring criteria on Bravo, an example of which is below:

Scoring Criteria

If a score of zero is awarded to a response to one or more of questions [insert question numbers] Defra will reject the tender.

For a score of 100: Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.

For a score of 70: Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.

For a score of 50: Acceptable - Response is relevant and acceptable. The response

provides sufficient evidence to fulfil basic requirements.

For a score of 20: Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.

For a score of 0: Unacceptable - Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

15. The Authority will evaluate all the responses submitted for each specific Mini-Competition to determine which response is the most economically advantageous. Evaluation will be based on technical expertise and price.

16. In evaluating price, the maximum score will be awarded to the cheapest price submitted by a Tenderer. The remaining Tenderers will receive marks on a pro rata basis from the cheapest to the most expensive price.

For example, if the weighting was 40% then the calculation used would be as follows:

$$\text{Score} = \frac{\text{Lowest Tender Price}}{\text{Tender Price}} \times 40\% \text{ (Maximum available marks)}$$

For example, if three Tenders are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = £3000/£3000 x 40% (Maximum available marks) = 40%

Tenderer B Score = £3000/£5000 x 40% (Maximum available marks) = 24%

Tenderer C Score = £3000/£6000 x 40% (Maximum available marks) = 20%

The Call-Off Contract will be awarded to the most economically advantageous tender.

The Authority or Contracting Body will notify all Providers invited to quote of the outcome of that evaluation.

The Authority reserves the right not to award a Call-Off Contract following a Mini-Competition.

Direct Award

17. If the Lot has a single Provider the Authority and Contracting Bodies may adopt the Direct Award process which will follow the procedures set out below:

- Identify that the Provider is capable of performing the required services without any amendment to the Scope of Services contained within the Framework Agreement.
- Determine that the Provider offers the most economical advantageous solution based on information submitted at ITT stage for the specific lot within the Framework
- If the Authority or Contracting Body decides to place a direct order with the Provider under this direct award process the Order Form will be used.

FRAMEWORK AGREEMENT SCHEDULE 5

CALL OFF TERMS AND CONDITIONS

CONTENTS

A. GENERAL PROVISIONS

- A1 Definitions and Interpretation
- A2 Customer's Obligations
- A3 Provider's Status
- A4 Contract Period
- A5 Notices
- A6 Mistakes in Information
- A7 Conflicts of Interest
- A8 The Contracts (Rights of Third Parties) Act 1999

B. THE SERVICES

- B1 The Specification
- B2 Inspection
- B3 Provision and Removal of Equipment
- B4 Manner of Carrying Out the Services
- B5 Provider's Staff
- B6 Key Personnel
- B7 Licence to Occupy Premises
- B8 Property

C. PAYMENT AND CONTRACT PRICE

- C1 Contract Price
- C2 Payment and VAT

- C3 Recovery of Sums Due
- C4 Contract Price During Extension of the Contract Period

D. STATUTORY OBLIGATIONS AND REGULATIONS AND OTHER REQUIREMENTS

- D1 Prevention of Bribery
- D2 Prevention of Fraud
- D3 Discrimination
- D4 Environmental Requirements
- D5 Health and Safety

E. PROTECTION OF INFORMATION

- E1 Customer Data
- E2 Data Protection
- E3 Security (including IT Security)
- E4 Confidential Information
- E5 Freedom of Information
- E6 Publicity, Media and Official Enquiries
- E7 Intellectual Property Rights
- E8 Audit
- E9 Official Secrets Act and Finance Act
- E10 Tax Compliance

F. CONTROL OF THE CONTRACT

- F1 Failure to meet requirements
- F2 Monitoring of Contract Performance
- F3 Remedies in the event of inadequate performance or failure to perform
- F4 Transfer and Sub-Contracting
- F5 Waiver
- F6 Variation
- F7 Severability
- F8 Extension of Contract Period

- F9 Remedies Cumulative
- F10 Entire Agreement
- F11 Execution of Call-Off Contracts

G. LIABILITIES

- G1 Liability, Indemnity and Insurance
- G2 Warranties and Representations
- G3 Force Majeure

H. DEFAULT, DISRUPTION, TERMINATION, RETENDERING AND HANDOVER

- H1 Termination on Insolvency and Change of Control
- H2 Termination on Default
- H3 Termination on Notice
- H4 Other Termination Grounds
- H5 Consequences of Expiry or Termination
- H6 Disruption
- H7 Recovery upon Termination
- H8 Retendering and Handover
- H9 Exit Management
- H10 Knowledge Retention

I. DISPUTES AND LAW

- I1 Governing Law and Jurisdiction
- I2 Dispute Resolution

A. GENERAL PROVISIONS

A1 Definitions and Interpretation:

- A1.1 In this Call-Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 to the Framework Agreement or the relevant schedule to the Framework Agreement.
- A1.2 If a capitalised expression does not have an interpretation in Schedule 1 to the Framework Agreement or the relevant schedule to the Framework Agreement, it shall have the meaning given to it in this Call-Off Contract (including the Order). If no meaning is given to it in this Call-Off Contract, it shall in the first instance be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- A1.3 The interpretation and construction of this Call-Off Contract shall be subject to the following provisions:
- A1.3.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - A1.3.2 words importing the masculine include the feminine and the neuter;
 - A1.3.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - A1.3.4 references to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
 - A1.3.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
 - A1.3.6 the words “other”, “in particular”, “for example”, “including” and similar words, shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”; and
 - A1.3.7 headings are included in the Call-Off Contract for ease of reference only and shall not affect the interpretation or construction of the Call-Off Contract.

A1.4 If there is any conflict between the provisions of this Call-Off Contract and the provisions of the Framework Agreement, the provisions of the Framework Agreement shall prevail over those of the Call-Off Contract save that:

A1.4.1 any special conditions or variations set out in the Order Form (provided that such conditions or such variations do not amount to a material change of the Framework Agreement within the meaning of the Public Contracts Regulations) forming part of the Call-Off Contract shall prevail over Framework Agreement; and

A1.4.2 subject to clause A1.5, the Call-Off Contract shall prevail over the Tender.

A2 Customer's Obligations

A2.1 Save as otherwise expressly provided, the obligations of the Customer under the Call-Off Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Call-Off Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Call-Off Contract (howsoever arising) on the part of the Customer to the Provider.

A3 Provider's Status

A3.1 At all times during the Contract Period the Provider shall be an independent contractor and nothing in the Call-Off Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Call-Off Contract.

A3.2 The Provider shall not (and shall ensure that any other person engaged in relation to the Call-Off Contract shall not) say or do anything that might lead any other person to believe that the Provider is acting as the agent or employee of the Customer.

A3.3 Where the Provider is an individual:

A3.3.1 the Provider warrants and represents that he is providing Services as an independent contractor and nothing shall render him an employee, worker, agent or partner of the Customer and the Provider shall not hold himself out as such; and

A3.3.2 the Provider agrees that this Call-Off Contract constitutes a contract for the provision of services and not a contract of employment and accordingly, the Provider shall be fully responsible for and shall indemnify the Customer for and in respect of any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services, where the recovery is not prohibited by Law. The Provider shall further indemnify the Customer

against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Customer's negligence or wilful default.

A4 Contract Period

- A4.1 The Call-Off Contract shall take effect on the Commencement Date and shall expire automatically at midnight on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Call-Off Contract, or otherwise lawfully terminated, or extended under clause F8 (Extension of Contract Period). The total Contract Period (including any extension) of this Call-Off Contract shall not exceed two years without the prior Approval of the Authority.

A5 Notices

- A5.1 Subject to clause 40.3, where this Call-Off Contract states that a notice or communication between the Parties must be "written" or "in writing" it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo. The address details for each Party shall be as stated in the Order Form.

- A5.2 If it is not returned as undelivered, a notice served:

A5.2.1 in a letter is deemed to have been received 2 Working Days after the day it was sent; and

A5.2.2 in an email or via Bravo is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day, or on the next Working Day if not sent on a Working Day,

or when the other Party acknowledges receipt, whichever is the earlier.

- A5.3 Notices pursuant to clauses G3 (Force Majeure), I2 (Dispute Resolution) or to terminate this Call-Off Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

- A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

A6 Mistakes in Information

- A6.1 The Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Provider in connection with the supply of the Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

A7 Conflicts of Interest

- A7.1 The Provider shall take appropriate steps to ensure that neither the Provider nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary

or personal interests of the Provider and the duties owed to the Customer under the provisions of the Call-Off Contract. The Provider will notify the Customer without delay giving full particulars of any such conflict of interest which may arise.

- A7.2 The Customer reserves the right to terminate the Call-Off Contract immediately by notice in writing and/or to take or require the Provider to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the duties owed to the Customer under the provisions of the Call-Off Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

A8 The Contracts (Rights of Third Parties) Act 1999

- A8.1 A person who is not a Party to the Call-Off Contract 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 both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

B. PERFORMANCE

B1 The Specification

- B1.1 In consideration of the Provider supplying the Services during the Contract Period in accordance with the Customer's requirements as set out in the Specification and the provisions of the Call-Off Contract the Provider shall be paid the Contract Price.
- B1.2 Wherever reasonably requested to do so by the Customer, the Provider shall co-ordinate his activities in supplying the Services with those of the Customer and other contractors engaged by the Customer.
- B1.3 Timely supply of the Services shall be of the essence of the Call-Off Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Provider fails to deliver the Services within the time promised or specified in the Specification (other than as a direct result of the Default of the Customer), the Customer is released from any obligation to accept and pay for the Services, as applicable, and may terminate the Call-Off Contract, in either case without prejudice to any other rights and remedies of the Customer.

B2 Inspections

- B2.1 If requested by the Customer, the Provider shall permit the Customer to enter the Provider's premises to inspect and examine the manner in which the Provider supplies the Services.
- B2.2 Inspections carried out pursuant to clause B2.1 shall be carried out during business hours on reasonable notice to the Provider, provided that, in the event of an emergency, the Provider shall grant the Authority immediate access to its premises.

The Provider shall provide free of charge all such reasonable access and facilities as the Customer may reasonably require for such inspection and examination. In this clause B2, the supply of Services includes planning or preliminary work in connection with the supply of the Services.

B3 Provision and Removal of Equipment

- B3.1 The Provider shall provide all equipment, consumables, plant, materials and other such items and resources necessary for the supply of the Services, unless otherwise agreed by the Customer in writing.
- B3.2 The Provider shall not deliver any Provider Equipment to nor begin any work on the Premises without obtaining prior Approval. Any or all Provider Equipment may be subject to cleansing and disinfection biosecurity measures and the Provider shall, and shall ensure that all its Staff and Sub-Contractors, comply with all instructions of the Customer or Authority representatives regarding the cleansing and disinfection of Provider Equipment.
- B3.3 All Provider Equipment brought onto the Premises shall be at the Provider's own risk and the Customer shall have no liability for any loss of or damage to any Provider Equipment unless the Provider is able to demonstrate that such loss or damage was caused or contributed to by the Customer's Default. For the avoidance of doubt, the Customer shall have no liability for any loss of or damage to any Provider Equipment where this arises from compliance with cleansing and disinfection measures imposed at the Premises.
- B3.4 The Provider shall provide for the haulage or carriage of all Provider Equipment to the Premises and the removal of Provider Equipment when no longer required at its sole cost.
- B3.4 Unless otherwise agreed, Provider Equipment brought onto the Premises will remain the property of the Provider.
- B3.5 Any Customer Equipment provided to the Provider shall remain the property of the Customer and shall on request be decontaminated and delivered to the Customer as directed by the Customer. If the cost of any equipment is reimbursed to the Provider, such equipment shall be considered to be Customer Equipment. The Provider will keep a proper inventory of such Customer Equipment and will deliver that inventory to the Customer on request and on completion of the provision of Services under this Call-Off Contract.
- B3.6 The Provider shall maintain all equipment (including Provider Equipment and Customer Equipment) within the Premises in a safe and serviceable condition and in accordance with the instructions of the Customer or Authority's representatives at the Premises. To the extent it is practicable, this will include maintaining all equipment in a clean condition.
- B3.7 The Provider shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
 - (a) remove immediately from the Premises any Provider Equipment which in the reasonable opinion of the Customer is to the extent required under the Call-

Off Contract, either unduly hazardous, noxious or not in accordance with the Call-Off Contract; and

(b) replace such item with a suitable substitute item of Provider Equipment.

B3.8 On completion of the provision of Services under this Call-Off Contract, the Provider shall remove the Provider Equipment together with any other materials used by the Provider to supply the Services and shall leave the Premises in a clean, safe and tidy condition unless otherwise agreed by the Customer. The Provider is solely responsible for making good any damage to those Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Provider or any Staff, unless such damage is a result of the Services as agreed by the Parties.

B4 Manner of Carrying Out the Services

B4.1 The Provider shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Call-Off Contract, the Provider shall agree the relevant standard of the Services with the Customer prior to the supply of the Services and, in any event, the Provider shall perform its obligations under the Call-Off Contract in accordance with the Law and Good Industry Practice.

B4.2 The Provider shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Provider shall ensure that those Staff are properly managed and supervised.

B4.4 The Provider shall continue to perform all of its obligations under this Call-Off Contract and shall not suspend the provision of the Services, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Provider pursuant to the exercise of a right of the Customer to such withholding or deduction under this Call-Off Contract; and/or
- (b) the existence of an unresolved dispute.

B5 Provider's Staff

B5.1 The Provider shall:

B5.1.1 ensure that all Staff:

- a. are appropriately qualified, trained and experienced to perform its obligations under this Call-Off Contract
- b. exercise reasonable skill, care and diligence in providing the Services;
- c. when attending the Premises, comply with all instructions of the Customer and/or Authority's representative in control of the Premises;
- d. in respect of the provision of Services, are lawfully entitled to work in the United Kingdom

- B5.1.2 retain overall control of the Staff at all times so that the Staff shall not be deemed to be employees, agents, workers or contractors of the Customer;
 - B5.1.3 comply with all applicable Laws relating to its Staff, in particular the Modern Slavery Act 2015, the Gangmasters (Licensing) Act 2004 and the Working Time Regulations 1998 (SI 1998/1833) (as amended);
 - B5.1.4 be liable at all times for all acts and omissions of Staff, so that any act or omission of Staff which results in a Default under this Call-Off Contract shall be a Default by the Provider.
- B5.2 The Customer may, by written notice to the Provider, refuse to admit onto, or withdraw permission to remain on, the Premises:
- B5.2.1 any member of the Staff; or
 - B5.2.2 any person employed or engaged by any member of the Staff,
- whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable. The Provider shall ensure that the relevant person who is not permitted to remain on the Premises immediately complies with any instructions to leave the Premises.
- B5.3 At the Customer's written request, the Provider shall provide a list of the names and addresses of all persons who may require admission in connection with the Call-Off Contract to the Premises, specifying the capacities in which they are concerned with the Call-Off Contract and giving such other particulars as the Customer may reasonably request.
- B5.4 If the Provider fails to comply with clause B5.2 immediately upon request and in the reasonable opinion of the Customer, such failure may be prejudicial to the interests of the Customer, the Authority and/or the Crown, then the Customer may terminate the Call-Off Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- B5.5 The decision of the Customer as to whether any person is to be refused access to the Customer's Premises and as to whether the Provider has failed to comply with clause B5.4 shall be final and conclusive.
- B5.6 This Call-Off Contract constitutes a contract for the provision of services and not a contract of employment and accordingly, the Provider shall be fully responsible for and shall indemnify the Customer for and in respect of any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Provider or any of its Staff against the Customer arising out of or in connection with the provision of the Services, including any claims or actions brought under the Agency Workers Regulations 2010 (SI 2010/93);
- B5.7 The Provider shall comply with its obligations in clauses 12.4 to 12.6 of the Framework Agreement in respect of its obligations to ensure that no slavery, human

trafficking or forced labour are used in the Provider's operations and/or its supply chain. On request, the Provider shall provide access to any records or reports to be prepared and/or maintained by the Provider in accordance with clause 12 of the Framework Agreement.

- B5.8 The Provider shall notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Call-Off Contract.

B6 Key Personnel

- B6.1 The Provider acknowledges that the Key Personnel are essential to the proper provision of the Services to the Customer.
- B6.2 The 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 or termination of employment and other extenuating circumstances or where the Authority has requested the removal of such Key Personnel in accordance with clause 41.6 of the Framework Agreement.
- B6.3 Any replacements to the Key Personnel shall be subject to the agreement of the Customer. 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 provision of the Services.
- B6.4 The Customer shall not unreasonably withhold its agreement under clauses B6.2 or B6.3. Such agreement shall be conditional on appropriate arrangements being made by the Provider to minimise any adverse impact on the Call-Off Contract which could be caused by a change in Key Personnel.
- B6.5 The Customer may, by written notice to the Provider, ask the Provider to remove any Key Personnel from performing obligations under this Call-Off Contract, whose continued presence would, in the reasonable opinion of the Customer, be undesirable. The Provider shall promptly comply with any such request.

B7 Licence to Occupy Premises

- B7.1 Access to Premises shall be permitted on a non-exclusive licence basis free of charge and solely for the purpose of the Provider performing its obligations under the Call-Off Contract. The Provider shall vacate the Premises on completion, termination or abandonment of the Call-Off Contract.
- B7.2 The Provider shall limit access to the Premises referred to in clause B7.1 to such Staff as is necessary to enable it to perform its obligations under the Call-Off Contract and the Provider shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such Premises as the Customer may reasonably request.
- B7.4 The Provider shall (and shall ensure that any Staff attending the Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises or for the use of such

Premises as determined by the Customer (or the Authority where the Authority is in control of the Premises by operation of Law), and the Provider shall pay for the cost of making good any damage caused by the Provider or its Staff other than fair wear and tear or where purposefully occurring as a result of the method of delivering the Services, by agreement between the Parties. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

- B7.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Provider or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Call-Off Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

B8 Property

- B8.1 All Property shall be and remain the property of the Customer (or the Authority) and the Provider irrevocably licenses the Customer and its agents to enter any premises of the Provider during normal business hours on reasonable notice to recover any such Property. The Provider shall not in any circumstances have a lien or any other interest on the Property and the Provider shall at all times possess the Property as fiduciary agent and bailee of the Customer (or the Authority). The Provider shall take all reasonable steps to ensure that the title of the Customer to the Property and the exclusion of any such lien or other interest are brought to the notice of all Staff and Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Customer (or Authority).
- B8.2 The Provider shall use the Property solely in connection with the Call-Off Contract and for no other purpose without prior Approval.
- B8.3 The Provider shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Customer's reasonable security requirements as required from time to time.
- B8.4 The Provider shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear or as an agreed purposeful result of delivering the Services), unless such loss or damage was directly caused by the Customer's Default. The Provider shall inform the Customer immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

C PAYMENT AND CONTRACT PRICE

C1 Contract Price

- C1.1 In consideration of the Provider's performance of its obligations under the Call-Off Contract, the Customer shall pay the Contract Price in accordance with clause C2 (Payment and VAT).
- C1.2 The Customer shall, where applicable and in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Call-Off Contract.

C2 Payment and VAT

- C2.1 The Provider shall submit a Valid Invoice to the Customer at the periods as specified by the Customer in the Order Form. A Valid Invoice must contain the reference number of the relevant Order.
- C2.2 The Customer shall, in addition to the Contract Price and following Receipt of a Valid Invoice, pay the Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Call-Off Contract.
- C2.3 The Provider shall add VAT to the Contract Price at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the Provider fails to show VAT on an invoice, the Customer will not, at any later date, be liable to pay the Provider any additional VAT.
- C2.4 All Provider invoices shall be expressed in sterling or such other currency as shall be permitted by the Customer in writing.
- C2.4 The Valid Invoices submitted in accordance with clause C2.1 above (and checked and signed by Provider's Representative as being accurate and complete) shall, where required by the Customer, be accompanied by supporting timesheets and any other supporting documentation requested by the Customer relating to the Services, and contain at least the following information:
 - C2.4.1 the Provider's full name, address and title of the Call-Off Contract;
 - C2.4.2 identification of which Services are provided by the Provider and which are provided by Sub-Contractors;
 - C2.4.3 the address of the Premises and the date(s) on which Services were performed;
 - C2.4.4 where appropriate, the time spent working on the Premises by individual members of Staff (i.e. clocking on and off);
 - C2.4.5 where appropriate, details of journeys made and distances travelled;

- C2.4.6 details of the type of work undertaken by individual members of Staff;
- C2.4.7 any further specific requirements as noted at paragraph 19 of the Specification or specified in an Order Form; and
- C2.4.7 Order number.
- C2.5 Any timesheets provided to support amounts invoiced must be signed, dated and verified by the Contract Manager or Customer/Authority supervising officer on the Premises. If properly completed and verified timesheets fully covering the work comprised in a Valid Invoice are not received along with a Valid Invoice then the Customer shall have no obligation to pay invoices to which those timesheets relate.
- C2.6 The Customer shall not pay the Provider's overhead costs unless specifically agreed in writing by the Customer and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.
- C2.7 No payment will be chargeable to or payable by the Customer in respect of any plant or equipment which is stood down during any notice period pursuant to clause H1, H2, H3 and/or H4 and the Provider shall be under a duty to mitigate such costs as far as is reasonably possible e.g. by reutilising Staff, Provider Equipment, plant, materials and services on other current or forthcoming applications or projects.
- C2.8 In submitting any Valid Invoice for payment, the Provider, if registered for VAT, shall produce valid VAT invoices and the Customer shall have no obligation to pay any claimed sums which are not supported by a VAT invoice from the Provider. Only the Provider's Valid Invoices may be submitted for payment, no invoices from any other party will be payable by the Customer. Where different rates of VAT apply to the Services then the Provider shall submit a separate invoice in respect of each of the Services which attract different VAT rates.
- C2.10 Where the Customer, at its sole discretion, makes any payment to the Provider prior to the submission of a Valid Invoice (whether an interim payment or any other payment whatsoever) then this payment shall be on account of and deductible from the next payment to be made.
- C2.11 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice or timesheet in accordance with the requirements of this Call-Off Contract then the Customer shall be entitled to recover this payment against future invoices raised or directly from the Provider. All payments made by the Customer to a Provider shall be on an interim basis pending final resolution of an account with the Provider in accordance with the terms of this clause C2.
- C2.12 Unless there is a genuine dispute with regard to an Invoice, the Customer shall pay all sums due to the Provider within thirty (30) calendar days of Receipt of a Valid Invoice, to be submitted in arrears.
- C2.13 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Provider interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

- C2.14 Where the Provider enters into a Sub-Contract with a supplier or contractor for the purpose of performing its obligations under the Call-Off Contract, it shall ensure that a provision is included in such a Sub-Contract which requires payment to be made of all sums due by the Provider to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a Valid Invoice.
- C2.15 The Provider shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time in respect of the Provider's failure to account for or to pay any VAT relating to payments made to the Provider under the Call-Off Contract. Any amounts due under this clause C2.15 shall be paid by the Provider to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- C2.15 The Provider shall not suspend the supply of the Services unless the Provider is entitled to terminate the Call-Off Contract under clause H2.3 (Termination on Default) for failure to pay undisputed sums of money.
- C2.16 The Customer shall not pay an invoice which is not Valid Invoice.

C3 Recovery of Sums Due

- C3.1 Wherever under the Call-Off Contract any sum of money is recoverable from or payable by the Provider to the Customer (including any sum which the Provider is liable to pay to the Customer in respect of any breach of the Call-Off Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider from the Customer under the Call-Off Contract or under any other agreement or contract with the Customer or the Crown.
- C3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C3.3 The Provider shall make all payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Provider.
- C3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Call-Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C4 Contract Price During Extension of the Contract Period

- C4.1 Subject to the Order Form and the provision in clause F6 (Variation), the Contract Price shall apply for the Contract Period and following an extension pursuant to clause F8 (Extension of Contract Period), to the date of expiry of the extended period, or such earlier date of termination or partial termination of the agreement in accordance with applicable Law or the provisions of the Call-Off Contract.

D. STATUTORY OBLIGATIONS AND REGULATIONS AND OTHER REQUIREMENTS

D1 Prevention of Bribery

- D1.1 The Provider represents and warrants to the Customer that the representations and warranties in clause 8.2 of the Framework Agreement remain true and accurate for the Contract Period.
- D1.2 The Provider shall not, during the Contract Period:
- D1.2.1 commit a Prohibited Act; and/or
 - D1.2.2 do or suffer anything to be done which would cause the Customer or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- D1.3 The Provider shall, during the Contract Period:
- D1.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
 - D1.3.2 keep appropriate records of its compliance with its obligations under clause D1.3.1 and make such records available to the Customer on request.
- D1.4 The Provider shall immediately notify the Customer in writing if it becomes aware of any breach of the representations and warranties made in clause D1.1 and/or breach of the obligations under clause D1.2, or has reason to believe that it has or any of the Staff have:
- D1.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - D1.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - D1.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Call-Off Contract or otherwise suspects that any person directly or indirectly connected with the Call-Off Contract has committed or attempted to commit a Prohibited Act.

- D1.5 If the Provider notifies the Customer pursuant to clause D1.4, the Provider shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to Audit any books, records and/or any other relevant documentation.
- D1.6 If the Provider is in Default under clauses D1.1 and/or D1.2, the Customer may by notice:
- D1.6.1 require the Provider to remove from performance of the Call-Off Contract any Staff whose acts or omissions have caused the Default; or
 - D1.6.2 immediately terminate the Call-Off Contract.
- D1.7 Any notice served by the Customer under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Customer believes has committed the Prohibited Act and the action that the Customer has taken (including, where relevant, the date on which the Call-Off Contract shall terminate).

D2 Prevention of Fraud

- D2.1 The Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Provider (including its shareholders, members, directors) in connection with the receipt of monies from the Customer.
- D2.2 The Provider shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- D2.3 If the Provider or its Staff commits Fraud in relation to this or any other contract with the Crown (including the Customer) the Customer may:
- D2.3.1 terminate the Call-Off Contract and recover from the Provider 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 Contract Period; and
 - (b) recover in full from the Provider any other loss sustained by the Customer in consequence of any breach of this clause.

D3 Discrimination

- D3.1 The Provider shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 and the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
- D3.2 The Provider shall take all reasonable steps to secure the observance of clause D3.1 by all Staff.

- D3.3 The Provider shall notify the Customer immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by its Staff on the grounds of discrimination arising in connection with the provision of the Services under this Call-Off Contract.

D4 Environmental Requirements

- D4.1 The Provider shall in the performance of the Call-Off Contract have due regard to the Customer's Environmental, Sustainable Procurement and Ethical Procurement policies ("**Environmental Policies**") which require the Customer through its procurement and management of Providers to:

- D4.1.1 conserve energy, water, wood, paper and other resources and reduce waste;
- D4.1.2 phase out the use of ozone depleting substances;
- D4.1.3 minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
- D4.1.4 minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Customer;
- D4.1.5 reduce fuel emissions wherever possible;
- D4.1.6 maximise the use of recovered materials in its provision of the Services under this Call-Off Contract and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and
- D4.1.7 promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).

- D4.2 The Provider shall ensure that any equipment and materials used in the provision of the Services do not contain:

- D4.2.1 ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances, and/or
- D4.2.2 HFCs and other gaseous and non – gaseous substances with a high global warming potential,

unless given written permission by the Customer to do so.

- D4.3 The Provider shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to

health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.

- D4.4 Where required by the Customer, the Provider shall provide the Customer with about its compliance with its obligations under clause D4.3.
- D4.5 The Provider shall ensure that its Staff assigned to the Call-Off Contract are aware of the Customer's Environmental Policies.
- D4.6 In relation to climate change adaptation, the Provider shall:
 - D4.6.1 identify any risks arising from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of Services to the Customer under this Call-Off Contract; and
 - D4.6.2 where such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of Services under this Call-Off Contract.

D5 Health and Safety

- D5.1 The Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other Law relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Call-Off Contract, and the Provider shall conduct any necessary risk assessments or control measures as appropriate in respect of Staff attending the Premises.
- D5.2 While on the Premises, the Provider shall comply with any health and safety measures implemented by the Customer (or the Authority) in respect of Staff and other persons working there. This shall not limit the Provider's responsibility in respect of its obligations in clause D5.1 and the Provider shall liaise with the Customer (or Authority) representative on the Premises to ensure consistency in health and safety measures and procedures.
- D5.3 The Provider shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer shall promptly notify the Provider of any health and safety hazards which may exist or arise at the Premises and which may affect the Provider in the performance of its obligations under the Call-Off Contract.
- D5.4 The Provider shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

- D5.5 The Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.
- D5.7 The obligations in this clause D5 are subject to any additional obligations in respect of health and safety in the Specification or set out in the Order Form.

E PROTECTION OF INFORMATION

E1 Customer Data

- E1.1 The Provider shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- E1.2 The Provider shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Provider of its obligations under this Call-Off Contract or as otherwise expressly authorised in writing by the Customer.
- E1.3 To the extent that Customer Data is held and/or Processed by the Provider, the Provider shall supply that Customer Data to the Customer as requested by the Customer in the format specified in the Specification.
- E1.4 The Provider shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- E1.5 The Provider shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored securely off-site. The Provider shall ensure that such back-ups are made available to the Customer immediately upon request.
- E1.6 The Provider shall ensure that any system on which the Provider holds any Customer Data, including back-up data, is a secure system that complies with the HMG Security Policy Framework.
- E1.7 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Provider's Default so as to be unusable, the Customer may:
- E1.7.1 require the Provider (at the Provider's expense) to restore or procure the restoration of Customer Data and the Provider shall do so promptly; and/or
 - E1.7.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Provider any reasonable expenses incurred in doing so.
- E1.8 If at any time the Provider suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Provider shall notify the Customer immediately and inform the Customer of the remedial action the Provider proposes to take.

E2 Data Protection

- E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation:
- E2.1.1 the Customer is the Controller and the Provider is the Processor of the Personal Data specified in Schedule 11 and/or as more particularly specified in an Order Form; and
 - E2.1.2 the Parties may provide each other with Personal Data relating to persons employed by them and their agents, suppliers and Sub-Contractors for purposes of administering the Call-Off Contract and each Party will be an independent Controller of such Personal Data (because the Parties each, independently of each other, determine the means and purposes of processing such Personal Data).
- E2.2 Both Parties will duly observe all their obligations under the Data Protection Legislation which arise in connection with the Call-Off Contract.
- E2.3 Each Party will, prior to providing Personal Data of which it is the Controller to the other, be responsible for ensuring the Data Subject has received adequate privacy information in accordance with GDPR Article 13 to enable the receiving Party to process the Personal Data as permitted under clause E2.4 or E2.5 (as applicable).
- E2.4. The only processing of Personal Data specified in E2.1.1 that the Provider is authorised to do is listed in Schedule 11 (and/or as more particularly specified in an Order Form) by the Customer and may not be determined by the Provider. The Provider shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- E2.5 The only processing of Personal Data specified in clause E2.1.2 that the Parties are authorised to do is processing for purposes administration of the Call-Off Contract.
- E2.6 The Provider 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:
- E2.6.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - E2.6.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - E2.6.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - E2.6.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- E2.7 The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Call-Off Contract:

E2.7.1 process that Personal Data only in accordance with Schedule 11 (and/or as more particularly specified in an Order Form) unless the Provider is required to do otherwise by Law. If it is so required the Provider shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

E2.7.2 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;

E2.7.3 ensure that:

- (i) the Staff do not process Personal Data except in accordance with this Call-Off Contract (and in particular Schedule 11 (and/or as more particularly specified in an Order Form));
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

E2.7.4 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 Provider 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 Provider 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 Provider complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

E2.7.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Call-Off Contract unless the Provider is required by Law to retain the Personal Data.

E2.8 Subject to clause E2.9 the Provider shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Call-Off Contract, it:

E2.8.1 receives a Data Subject Request (or purported Data Subject Request);

E2.8.2 receives a request to rectify, block or erase any Personal Data;

E2.8.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

E2.8.4 receives any communication from the Information Commissioner or any other regulatory authority;

E2.8.5 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

E2.8.6 becomes aware of a Data Loss Event.

E2.9 The Provider's obligation to notify under clause E2.8 shall include the provision of further information to the Customer in phases, as details become available.

E2.10 Taking into account the nature of the processing, the Provider 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 Call-Off Contract and any complaint, communication or request made under Clause E2.8 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

E2.10.1 the Customer with full details and copies of the complaint, communication or request;

E2.10.2 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;

E2.10.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

- E2.10.4 assistance as requested by the Customer following any Data Loss Event;
- E2.10.5 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.
- E2.11 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Provider employs fewer than 250 staff, unless:
 - E2.11.1 the Customer determines that the processing is not occasional;
 - E2.11.2 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
 - E2.11.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- E2.12 The Provider shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- E2.13 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- E2.14 Before allowing any Sub-processor to process any Personal Data related to this Call-Off Contract, the Provider must:
 - E2.14.1 notify the Customer in writing of the intended Sub-processor and processing;
 - E2.14.2 obtain the written consent of the Customer;
 - E2.14.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and
 - E2.14.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- E2.15 The Provider shall remain fully liable for all acts or omissions of any of its Sub-processors.
- E2.16 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 Call-Off Contract).
- E2.17 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 Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

E2.18 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E3 Security (including IT Security):

E3.1 The Provider shall comply with all security requirements specified in the Specification and all security requirements notified by the Customer relating to the Premises, and shall ensure that all Staff comply with such requirements.

E3.2 The Provider shall be responsible for the security of the Provider System and shall at all times provide a level of security which:

- (a) is in accordance with Good Industry Practice and Law;
- (b) complies with HMG Security Policy Framework; and
- (c) meets any specific security threats to the Provider System.

E3.3 The Customer shall provide to the Provider upon request copies of its written security procedures.

E3.4 The Provider shall, as an enduring obligation throughout the Call-Off Contract, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

E3.5 Notwithstanding clause E3.4, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.

E3.6 Any cost arising out of the actions of the Parties taken in compliance with clause E3.5 shall be borne by the Parties as follows:

- (a) by the Provider where the Malicious Software originates from the Provider Software, the Third Party Software or the Customer Data (whilst the Customer Data was under the control of the Provider); and
- (b) by the Customer if the Malicious Software originates from the Customer Software or the Customer Data (whilst the Customer Data was under the control of the Customer).

E4 Confidential Information

E4.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Call-Off Contract, the Provider shall treat all Confidential Information supplied by, concerning, belonging or relating to the Customer as confidential and shall not disclose any such Confidential Information to any other person without the prior written consent of the Customer, except to such persons and to such extent as may be necessary for the performance of the Provider's obligations under the Framework Agreement or the Call-Off Contract.

- E4.2 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Framework Agreement or the Call-Off Contract, the Customer shall treat all Confidential Information of the Provider as confidential and shall not disclose any such Confidential Information to any other person without the prior written consent of the Provider, except to such persons and to such extent as may be necessary for the performance of the Customer's obligations under the Framework Agreement or the Call-Off Contract.
- E4.3 Where required by the Customer, the Provider shall ensure that Staff, Sub-Contractors, professional advisors and consultants sign a non-disclosure agreement in substantially the form attached in Schedule 10 of the Framework Agreement prior to commencing any work in connection with the Call-Off Contract. The Provider shall maintain a list of the non-disclosure agreements completed in accordance with this clause (and/or the corresponding provisions of clause 16.3 of the Framework Agreement to the extent they relate to the Services under this Call-Off Contract). Where requested by the Customer, the Provider shall provide the Customer with a copy of the list and, subsequently upon request by the Customer, copies of such of the listed non-disclosure agreements as required by the Customer. The Provider shall ensure that its Staff, Sub-Contractors, professional advisors and consultants are aware of the Provider's confidentiality obligations under the Framework Agreement.
- E4.4 The Provider may only disclose the Customer's Confidential Information to such Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- E4.5 The Provider shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of the Framework Agreement or the Call-Off Contract.
- E4.6 Clause E4.1 and E4.2 shall not apply to the extent that:
- E4.1.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations;
 - E4.1.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - E4.1.3 such information was obtained from a third party without obligation of confidentiality;
 - E4.1.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement or the Call-Off Contract; or
 - E4.1.5 it is independently developed without access to the other Party's Confidential Information.

E4.7 Nothing in clauses E4.1 and E4.2 shall prevent the Customer disclosing any Confidential Information obtained from the Provider:

E4.7.1 for the purpose of the examination and certification of the Customer's accounts; or

E4.7.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or

E4.7.3 to the Authority, any government department, Crown Body or any Contracting Body and the Provider hereby acknowledges that the Authority, all government departments, Crown Bodies or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments, Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department, the Crown or any Contracting Body; or

E4.7.4 to any consultant, contractor or other person engaged by the Customer,

provided that in disclosing information under sub-clauses E4.7.3 and E4.7.4 the Customer discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

E4.8 Nothing in clauses E4.1 or E4.2 of this Call-Off Contract shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Call-Off Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

E4.9 The Customer shall use all reasonable endeavours to ensure that any government department, Crown Body, Contracting Body, employee, third party or Sub-Contractor to whom the Provider's Confidential Information is disclosed pursuant to clause E4 is made aware of the Customer's obligations of confidentiality.

E4.10 In the event that the Provider fails to comply with clauses E4.1 to E4.5, the Customer reserves the right to terminate the Call-Off Contract with immediate effect by notice in writing. The Customer reserves the right to terminate or suspend the Call-Off Contract in the event that the Provider or its Staff or Sub-Contractors fail to comply with this clause E4. A suspension notice given to a Provider pursuant to clause E4 must specify the period of suspension.

E4.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Call-Off Contract, the Provider undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice and complies with the HMG Security Policy Framework. E4.12 The Provider will immediately notify the Customer of any breach of security in relation to Confidential Information and all

data obtained in the supply of the Services (including the Customer Data) under the Call-Off Contract and will keep a record of such breaches. The Provider will use its best endeavours to recover such Confidential Information or data (including Customer Data) however it may be recorded. This obligation is in addition to the Provider's obligations under clauses E4.1 to E4.5. The Provider will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

- E4.13 The Provider shall, at its own expense, alter any security systems at any time during the Contract Period at the Customer's request if the Customer reasonably believes the Provider has failed to comply with clause E4.11.
- E4.14 All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Customer and notified to the Customer, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
- E4.15 In the event that the Provider fails to comply with clause E4.1, the Provider agrees that monetary damages would not be a sufficient remedy for breach of clause E4.1 and that the Customer shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of clause E4.1.
- E4.16 The Provider hereby gives its consent for the Authority to publish the whole of this Call-Off Contract (subject to any redactions which the Customer considers appropriate applying the principles for withholding disclosure under clause E5.3 below) including from time to time agreed changes to the Call-Off Contract, to the general public.

E5 Freedom Of Information

- E5.1 The Provider acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- E5.2 The Provider shall and shall procure that any Sub-Contractor shall transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information:
 - E5.2.1 provide the Customer with a copy of all Information in its possession or power in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - E5.2.2 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA and/or regulation 5 of the Environmental Information Regulations.

- E5.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Contract or any other agreement whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.
- E5.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Customer.
- E5.5 The Provider acknowledges that (notwithstanding the provisions of clause E4 (Confidential Information)) the Customer may be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Provider or the Services in certain circumstances:
- E5.5.1 without consulting the Provider; or
- E5.5.2 following consultation with the Provider and having taken its views into account;
- provided always that where clause E5.5.1 applies the Customer shall, in accordance with any recommendations of the Codes of Practice under the FOIA or the Environmental Information Regulations, take reasonable steps, where appropriate, to give the Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
- E5.6 The Provider shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.
- E5.7 The Provider acknowledges that identifying Information as being Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with this clause E5.
- E5.8 The Customer shall not be liable for any loss, damage, harm or other detriment suffered by the Provider arising from the disclosure of any Information falling within the scope of the FOIA and/or the Environmental Information Regulations (including Commercially Sensitive Information).

E6 Publicity, Media and Official Enquiries

- E6.1 The Provider shall not and shall procure that the Staff shall not wilfully and in breach of any obligation under this Call-Off Contract, do anything which may damage the reputation of the Customer in any way or bring the Customer into disrepute. In particular, the Provider acknowledges the sensitivity of certain aspects of the Services and shall comply with the Customer and/or Authority's instructions regarding any restrictions on communications in connection with the Services.
- E6.2 The Provider shall not and shall procure that the Staff shall not, without the prior Approval of the Customer, which Approval shall not be unreasonably withheld or delayed:

- E6.2.1 publish or broadcast, including through interviews with the media, use of social media and other communications with third parties, any details of:
- (a) the Services provided to the Customer; and/or
 - (b) the AP;
- E.6.2.2 use the Customer's name or brand in any promotion or marketing, including on its own website, or announcement of orders;
- E6.2.3 make any press announcements or publicise this Call-Off Contract or its contents in any way.
- E6.3 The Provider agrees and acknowledges that nothing in this Call-Off Contract either expressly or by implication constitutes an endorsement of any products or services of the Provider by the Customer and the Provider shall not (and shall procure that the Staff do not) conduct itself in such a way as to imply or express any such approval or endorsement.
- E6.4 The Provider agrees that monetary damages would not be a sufficient remedy for breach of clauses E6.1 to E6.3 and that the Customer shall be entitled, without prejudice to any other rights or remedies that may be available, to seek injunctive relief without proof of special damages, or any other equitable relief or remedy for any threatened or actual breach of such clauses.
- E6.5 The Provider shall at all times during the Contract Period on written demand indemnify the Customer and keep the Customer fully indemnified against all losses, incurred by, awarded against or agreed to be paid by the Provider arising out of any claim or infringement or alleged infringement resulting from the Provider's unauthorised use of the Customer's name or logo.

E7 Intellectual Property Rights

- E7.1 As between the Parties, ownership of any and all Intellectual Property Rights in any Customer Data and any and all Intellectual Property Rights in guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs images, videos or other material which is:
- E7.1.1 furnished to or made available to the Provider by or on behalf of the Customer;
 - E7.1.2 prepared by or for the Provider on behalf of the Customer for use, or intended use, in relation to the performance by the Provider of its obligations under this Call-Off Contract; or
 - E7.1.3 the result of any work done by the Provider, the Staff or any Sub-Contractor in relation to the provision of the Services including any images and videos prepared in accordance with the Specifications (together with E7.1.1 and E7.1.2 above, the "**IP Materials**"),
- shall vest in the Customer (or, as to copyright or database rights, where the Customer is a Crown Body, ownership shall vest in the Crown) and the Provider

shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without prior Approval save to the extent necessary for performance by the Provider of its obligations under the Framework Agreement or the Call-Off Contract.

- E7.2 The Provider hereby assigns to the Customer (or the Crown as to copyright and database rights where the Customer is a Crown Body), with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause E7.1.2 and E7.1.3. This assignment shall take effect on the date of the Call-Off Contract or (in the case of rights arising after the date of the Call-Off Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Provider. The Provider shall execute all documentation and do all acts as are necessary to execute this assignment.
- E7.3 The Provider shall waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Call-Off Contract or the performance of its obligations under the Framework Agreement or the Call-Off Contract.
- E7.4 The Provider shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Call-Off Contract grants to the Customer a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Customer an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same manner. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Customer to sub-license, transfer, novate or assign to other Contracting Authorities, Crown Bodies, a Replacement Provider or to any other third party supplying Services to the Customer.
- E7.5 The Provider shall not infringe any Intellectual Property Rights of any third party in supplying the Services and/or performing its obligations under this Call-Off Contract and the Provider shall, during and after the Contract Period, indemnify and keep indemnified and hold the Customer and where the Customer is a Crown Body, the Crown harmless from and against any and all losses, charges, damages, costs and expenses and other liabilities which the Customer or the Crown may suffer or incur as a result of a Third Party IP Claim or in connection with any breach of this clause E7.5, except to the extent that any such claim results directly from:
 - E7.5.1 items or materials based upon designs supplied by the Customer; or
 - E7.5.2 the use of Customer Data which is not required to be verified by the Provider under the Call-Off Contract.
- E7.6 The Customer shall notify the Provider in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Provider to the Customer.
- E7.7 The Provider shall at its own expense conduct all negotiations and any litigation arising in connection with any Third Party IP Claim, provided that the Provider shall at all times:

- E7.7.1 consult the Customer on all material issues which arise during the conduct of such litigation and negotiations;
 - E7.7.2 take due and proper account of the interests of the Customer; and
 - E7.7.3 not settle or compromise any claim without prior Approval of the Customer (not to be unreasonably withheld or delayed).
- E7.8 The Customer shall at the request of the Provider afford to the Provider all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Provider shall indemnify the Customer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Provider shall not be required to indemnify the Customer under this clause E7.8 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clause E7.5.1 or E7.5.2.
- E7.9 The Customer shall not make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.
- E7.10 If any Third Party IP Claim is made or in the reasonable opinion of the Provider is likely to be made, the Provider shall notify the Customer and, at its own expense and subject to the Approval of the Customer (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Customer under clause G2.1.7 (Warranties and Representations)) use its best endeavours to:
- E7.10.1 modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - E7.10.2 procure a licence to use the Intellectual Property Right(s) and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Customer,
- and in the event that the Provider is unable to comply with this clause E7.10 within twenty (20) Working Days of receipt by the Customer of the Provider's notification the Customer may terminate the Call-Off Contract with immediate effect by notice in writing.
- E7.11 The Provider grants to the Customer a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Provider owned or developed prior to the Commencement Date and which the Customer reasonably requires in order to exercise its rights under, and receive the benefit of, the Call-Off Contract (including, without limitation, the Services).

E8 Audit

- E8.1 In addition to any specific record-keeping obligations set out in the Specification, the Provider shall keep and maintain until six (6) years after the end of the term of the Call-Off Contract, or such other period as may be agreed between the parties, full and accurate records of the Call-Off Contract including the Services supplied under it, all expenditure reimbursed by the Customer, and all payments made by the

Customer. The Provider shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Call-Off Contract.

- E8.2 The Provider agrees to make available to the Customer, free of charge, whenever requested, copies of audit reports obtained by the Provider in relation to the Services.
- E8.3 The Provider shall permit duly authorised representatives of the Customer and/or the National Audit Office to examine the Provider's records and documents relating to the Services and to provide such copies and oral or written explanations as may reasonably be required.
- E8.4 The Provider (and its agents and Sub-Contractors) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Customer and for carrying out examinations into the economy, efficiency and effectiveness with which the Customer has used its resources. The Provider shall provide such explanations as are reasonably required for these purposes.

E9 Official Secrets Act and Finance Act

- E9.1 The Provider shall comply with, and shall ensure that its Staff and Sub-Contractors comply with, the provisions of:
 - E9.1.1 the Official Secrets Acts 1911 to 1989; and
 - E9.1.2 Section 182 of the Finance Act 1989.
- E9.2 In the event that the Provider or its Staff or Sub-Contractors fail to comply with this clause E9.1, the Customer reserves the right to terminate or suspend the Call-Off Contract by giving notice in writing to the Provider.
- E9.3 A suspension notice given to the Provider pursuant to clause E9.2 must specify the period of suspension.

E10 Tax Compliance

- E10.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Provider shall:
 - E10.1.1 notify the Customer in writing of such fact within 5 Working Days of its occurrence; and
 - E10.1.2 promptly give the Customer:
 - (a) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

E10.2 If the Provider or any Staff are liable to be taxed in the UK or to pay National Insurance Contributions (“**NICs**”) in respect of consideration received under the Call-Off Contract, the Provider shall:

E10.2.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all Laws relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws relating to NICs, in respect of that consideration; and

E10.2.2 indemnify the Customer against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Provider or any Staff.

F. CONTROL OF THE CONTRACT

F1 Failure to meet Requirements

F1.1 If the Customer informs the Provider in writing that the Customer reasonably believes that any part of the Services does not meet the requirements of the Call-Off Contract or differs in any way from those requirements, and this is not as a result of a Default by the Customer, the Provider shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Call-Off Contract within such reasonable time as may be specified by the Customer.

F2 Monitoring of Contract Performance

F2.1 The Provider shall immediately inform the Customer if any aspect of the Call-Off Contract is not being or is unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.

F2.2 In addition to any contract management provisions in Appendix B to the Specification, at or around six (6) Months from the Commencement Date and each anniversary of the Commencement Date thereafter (each being a “**Review Date**”), the Customer may carry out a review of the performance of the Provider (“**Checkpoint Review**”) in respect of this Call-Off Contract. Without prejudice to the generality of the foregoing, the Customer may in respect of the period under review consider such items as (but not limited to): the Provider’s performance in respect of the Services supplied under the Call-Off Contract; the Provider’s contribution to innovation; whether the Services provide the Customer with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.

- F2.3 The Provider shall provide at its own cost any assistance reasonably required by the Customer to perform such Checkpoint Review including the provision of data and information.
- F2.4 The Customer may (at its absolute discretion) produce a report (a "**Checkpoint Review Report**") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Customer's expectations and the Provider's obligations under this Call-Off Contract.
- F2.5 The Customer shall provide the Provider with a copy of the Checkpoint Review Report (if applicable) for any comments the Provider may have. The Customer shall consider such comments and at its absolute discretion produce a revised Checkpoint Review Report.
- F2.6 The Provider shall, within ten (10) Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Customer with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.
- F2.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Provider's failure to meet its obligations under this Call-Off Contract identified by the Checkpoint Review Report, or those which result from the Provider's failure to meet the Customer's expectations notified to the Provider or of which the Provider ought reasonably to have been aware) shall be implemented at no extra charge to the Customer.

F3 Remedies in the event of inadequate performance or failure to perform

- F3.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Provider's obligations under the Call-Off Contract, then the Customer shall notify the Provider, and where considered appropriate by the Customer, investigate the complaint. The Customer may, in its sole discretion, uphold the complaint and take further action in accordance with the Performance Management Framework at Appendix B to the Specification and/or clause H2 (Termination on Default) of the Call-Off Contract.
- F3.2 In the event that the Customer is of the reasonable opinion that there has been a material breach of the Call-Off Contract by the Provider, then the Customer may, without prejudice to its rights to terminate the Call-Off Contract under clause H2 (Termination on Default), do any of the following:
- F3.2.1 without terminating the Call-Off Contract, itself supply or procure the supply of all or part of the Services until such time as the Provider shall have demonstrated to the reasonable satisfaction of the Customer that the Provider will once more be able to supply all or such part of the Services in accordance with the Call-Off Contract;

- F3.2.2 without terminating the whole of the Call-Off Contract, terminate the Call-Off Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
 - F3.2.3 set off any liability of the Customer to the Provider, against any liability of the Customer to the Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Call- Off Contract or another contract; and/or
 - F3.2.4 withhold or reduce payments to the Provider in accordance with the Framework Management Guide at Appendix B to the Specification.
- F3.3 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Customer may charge the Provider for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Services.
- F3.4 Where in the opinion of the Customer the Provider has failed to supply all or any part of the Services in accordance with the Call-Off Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Customer may give the Provider written notice specifying the way in which its performance falls short of the requirements of the Call-Off Contract, or is otherwise unsatisfactory.
- F3.5 Where the Provider has been notified of a failure in accordance with Clause F3.4 the Customer may:
 - F3.5.1 direct the Provider, to investigate, identify and remedy the failure within such time as may be specified by the Customer and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Customer within the specified timescale; and/or
 - F3.5.2 withhold or reduce payments to the Provider, Provider in accordance with the Framework Management Guide at Appendix B.
- F3.6 Where the Provider has been notified of a failure in accordance with Clause F3.4, the Provider shall:
 - F3.6.1 use all reasonable endeavours to immediately minimise the impact of such failure(s) to the Customer and to prevent such failure(s) from recurring; and
 - F3.6.2 immediately provide the Customer with such information as the Customer may request regarding what measures are being taken to comply with the obligations in this clause and the progress of those measures until resolved to the satisfaction of the Customer.

- F3.7 If, having been notified of any failure, the Provider fails to remedy it in accordance with Clause F3.6 within the time specified by the Customer, the Customer may treat the continuing failure as a material breach of the Call-Off Contract may terminate the Call-Off Contract in accordance with clause H2 (Termination on Default).

F4 Transfer and Sub-Contracting

- F4.1 Except where clauses F4.5 and F4.6 both apply, the Provider shall not transfer, charge, assign, sub-contract or in any other way dispose of the Call-Off Contract or any part of it without the prior Approval of the Customer. All such documents shall be evidenced in writing and shown to the Customer on request. Sub-contracting any part of the Call-Off Contract shall not relieve the Provider of any of its obligations or duties under the Call-Off Contract.
- F4.2 The Provider shall be responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. Where appropriate, the Provider shall provide each Sub-Contractor with a copy of the Call-Off Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Call-Off Contract.
- F4.3 The Provider shall ensure that all its Sub-Contractors and suppliers retain each record, item of data and document relating to the Services for a period of not less than six (6) years from the end of the term of the Call-Off Contract, and shall make them available to the Customer on request in accordance with the provisions of clause E8 (Audit). Should any Sub-Contractor or supplier refuse to permit the Customer to access the required records then the Customer shall have no obligation to pay any claim or invoice made by the Provider on the basis of such documents or work carried out by the Sub-Contractor or supplier.
- F4.4 Where the Customer has consented to the placing of Sub-Contracts, the Provider shall notify the Customer the name(s), contact details and legal representatives of the Sub-Contractor(s) and copies of each Sub-Contract shall, at the request of the Customer, be sent by the Provider to the Customer promptly on request.
- F4.5 If the Customer believes there are:
- F4.5.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Public Contracts Regulations, the Provider shall replace or not appoint the Sub-Contractor; or
 - F4.5.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Public Contracts Regulations, the Customer may require the Provider to replace or not appoint the Sub-Contractor and the Provider shall promptly comply with such requirement.
- F4.6 Notwithstanding clause F4.1, the Provider may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Provider under this Call-Off Contract (including any interest which the Customer incurs under clause C2 (Payment and VAT)). Any assignment under this clause F4.6 shall be subject to:

- F4.5.1 reduction of any sums in respect of which the Customer exercises its right of recovery under clause C3 (Recovery of Sums Due);
 - F4.5.2 all related rights of the Customer under the Call-Off Contract in relation to the recovery of sums due but unpaid; and
 - F4.5.3 written notification received by the Customer under both clauses F4.7 and F4.8.
- F4.7 In the event that the Provider assigns the right to receive the Contract Price under clause F4.6, the Provider or the Assignee shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective.
- F4.8 The Provider shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment.
- F4.9 The provisions of clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without Approval.
- F4.10 Subject to clause F4.11, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof to:
- F4.10.1 any Contracting Body; or
 - F4.10.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
 - F4.10.3 any private sector body which substantially performs the functions of the Customer,
- provided that any such assignment, novation or other disposal shall not unreasonably increase the burden of the Provider's obligations under the Call-Off Contract.
- F4.11 Any change in the legal status of the Customer such that it ceases to be a Contracting Body shall not, subject to clause F4.12, affect the validity of the Call-Off Contract. In such circumstances the Call-Off Contract shall bind and inure to the benefit of any successor body to the Customer.
- F4.12 If the rights and obligations under the Call-Off Contract are assigned, novated or otherwise disposed of pursuant to clause F4.10 to a body which is not a Contracting Body or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Body (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):
- F4.12.1 the rights of termination of the Customer in clauses H1 (Termination on Insolvency and Change of Control) and H2 (Termination on Default) shall be available to the Provider in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

- F4.12.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Call-Off Contract or any part thereof with the prior consent in writing of the Provider.
- F4.13 The Customer may disclose to any Transferee any Confidential Information of the Provider which relates to the performance of the Provider's obligations under the Call-Off Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Provider's obligations under the Call-Off Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- F4.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Call-Off Contract.

F5 Waiver

- F5.1 The failure of either Party to insist upon strict performance of any provision of the Call-Off Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Call-Off Contract.
- F5.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A5.2 (Notices).
- F5.3 A waiver of any right or remedy arising from a breach of the Call-Off Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Call-Off Contract.

F6 Variation

- F6.1 If, after the Commencement Date, the Customer's requirements change, the Customer may request a Variation subject to the terms of this clause F6.
- F6.2 The Customer may request a Variation by notifying the Provider in writing of the Variation and giving the Provider sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation within a reasonable time limit specified by the Customer. If the Provider accepts the Variation it shall confirm it in writing.
- F6.3 If the Provider is unable to accept the Variation or where the Parties are unable to agree a change to the Contract Price, the Customer may:
- F6.3.1 allow the Provider to fulfil its obligations under the Call-Off Contract without the Variation; or
 - F6.3.2 terminate the Call-Off Contract immediately except where the Provider has already delivered all or part of the Services or where the Provider can show evidence of substantial work being carried out to fulfil the

requirements of the Call-Off Contract; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).

F6.4 No Variation will take effect unless and until it is recorded in a validly executed CCN.

F6.6 The provisions of this clause F6 may be varied in an emergency if it is not practicable to obtain the Approvals within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations may be approved by a different representative of the Customer. However, the Customer's Contract Manager shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

F7 Severability

F7.1 If any provision of the Call-Off Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Call-Off Contract shall continue in full force and effect as if the Call-Off Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F8 Extension of Contract Period

F8.1 The Customer may, by giving written notice to the Provider, extend the Call-Off Contract for a further period up to the date set out in the Order Form, provided that the maximum Contract Period does not exceed two (2) years. The provisions of the Call-Off Contract will apply throughout any such extended period.

F9 Remedies Cumulative

F9.1 Except as otherwise expressly provided by the Call-Off Contract, all remedies available to either Party for breach of the Call-Off Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

F10 Entire Agreement

F10.1 The Call-Off Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Call-Off Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

F11 Execution of the Call-Off Contract

F11.1 This Call-Off Contract shall be formed on acceptance by the Provider of the Order Form in accordance with clause 6.4 of the Framework Agreement. Any Order Form may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party excludes or limits liability to the other Party for:

G1.1.1 death or personal injury caused by its negligence; or

G1.1.2 Fraud or fraudulent misrepresentation;

G1.1.4 any breach of any obligations implied by section 2 of the Supply of Goods and Services Act 1982;

G1.1.5 any breach of clause D1, D2, E1, E2 and E4; or

G1.1.6 any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.4, the Provider shall indemnify the Customer and keep the Customer indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Provider of its obligations under the Call-Off Contract or the presence of the Provider or any Staff or Sub-Contractors on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Provider, or any other loss which is caused directly or indirectly by any act or omission of the Provider, its Staff and Sub-Contractors.

G1.3 Subject to clause G1.1 the aggregate liability of either Party in respect of the Call-Off Contract shall not exceed £1,000,000.

G1.4 The Provider shall not be responsible for any injury, loss, damage, cost or expense 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 Call-Off Contract.

G1.5 The Customer may recover from the Provider the following losses incurred by the Customer to the extent they arise as a result of a Default by the Provider:

G1.5.1 any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;

G1.5.2 any wasted expenditure or charges;

G1.5.3 the additional costs of procuring a Replacement Provider for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the

- Replacement Provider and/or replacement deliverables above those which would have been payable under the Call-Off Contract;
- G1.5.4 any compensation or interest paid to a third party by the Customer; and
- G1.5.5 any fine or penalty incurred by the Customer pursuant to Law and any costs incurred by the Customer in defending any proceedings which result in such fine or penalty.
- G1.6 Subject always to clause G1.1 and G1.5, in no event shall either Party be liable to the other for any:
- G1.6.1 loss of profit, turnover, business opportunity, revenue or damage to goodwill (in each case whether direct or indirect); or
- G1.6.2 loss of savings (whether anticipated or otherwise); and/or
- G1.6.3 indirect, special or consequential loss or damage.
- G1.7 Unless otherwise specified by the Customer, the Provider shall, with effect from the Commencement Date for such period as necessary to enable the Provider to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.
- G1.8 The Provider shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.
- G1.9 The Provider shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.10 If the Provider does not give effect to and maintain the insurances required by the provisions of the Call-Off Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- G1.11 The provisions of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the Call-Off Contract.
- G1.12 The Provider shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Provider, which would entitle any insurer to refuse to pay any claim under any

insurance policy in which the Provider is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

G2.1 The Provider warrants and represents for the duration of the Call-Off Contract that:

- G2.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Call-Off Contract and that the Call-Off Contract is executed by a duly authorised representative of the Provider;
- G2.1.2 in entering the Call-Off Contract it has not committed any Fraud;
- G2.1.3 as at the Commencement Date, all information contained in its response to the Invitation to Tender or other offer made by the Provider to the Customer and/or Authority (including all representations and warranties set out in the Framework Agreement) remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Customer prior to execution of the Call-Off Contract and in addition, that it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- G2.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Call-Off Contract;
- G1.2.5 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Call-Off Contract;
- G2.1.6 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider's assets or revenue;
- G2.1.7 it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Call-Off Contract;
- G2.1.8 any person engaged by the Provider shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- G2.1.9 in the three (3) years (or period of existence where the Provider has not been in existence for three (3) years) prior to the date of the Call-Off Contract:

(a) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

(b) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Call-Off Contract;

G2.1.10 it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Provider's obligations under the Call-Off Contract; and

G2.1.11 it has, if relevant, notified the Customer in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G3 Force Majeure

G3.1 Subject to the remaining provisions of this clause G3, a Party may claim relief under this clause G3 from liability for failure to meet its obligations under the Call-Off Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Provider in performing its obligations under the Call-Off Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Provider.

G3.2 The Affected Party shall as soon as reasonably practicable issue a notice which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect (a "**Force Majeure Notice**").

G3.3 If the Provider is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:

G3.3.1 are capable of being mitigated by taking steps in accordance with clause G3.5 but the Provider has failed to do so; and/or

G3.3.2 should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Call-Off Contract and Framework Agreement.

G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and

an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Provider is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

G3.6 If, as a result of a Force Majeure Event:

G3.6.1 an Affected Party fails to perform its obligations in accordance with the Call-Off Contract, then during the continuance of the Force Majeure Event:

(a) the other Party shall not be entitled to exercise its rights to terminate the Call-Off Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and

(b) neither Party shall be liable for any Default arising as a result of such failure;

G3.6.2 the Provider fails to perform its obligations in accordance with the Call-Off Contract it shall be entitled to receive payment of the Contract Price (or a proportional payment of it) only to the extent that the Services (or part thereof) continue to be performed in accordance with the terms of the Call-Off Contract during the occurrence of the Force Majeure Event.

G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Call-Off Contract.

G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and shall not be dependent on the serving of notice under clause G3.7.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

H1.1 The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Provider where the Provider is a company and in respect of the Provider:

H1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

- H1.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - H1.1.3 a petition is presented for its winding up (which is not dismissed within fourteen (14) calendar days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - H1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - H1.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - H1.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - H1.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - H1.1.8 any event similar to those listed in H1.1.1 to H1.1.7 occurs under the law of any other jurisdiction.
- H1.2 The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Provider where the Provider is an individual and:
- H1.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Provider's creditors; or
 - H1.2.2 a petition is presented and not dismissed within fourteen (14) calendar days or order made for the Provider's bankruptcy; or
 - H1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - H1.2.4 the Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
 - H1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider's

- assets and such attachment or process is not discharged within fourteen (14) calendar days; or
 - H1.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
 - H1.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
 - H1.2.8 any event similar to those listed in H1.2.1 to H1.2.7 occurs under the law of any other jurisdiction.
- H1.3 The Provider shall notify the Customer immediately in writing of any proposal or negotiations which will or may result in a Change of Control. The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Provider within six (6) Months of:
- H1.3.1 being notified that a Change of Control has occurred; or
 - H1.3.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,
- but shall not be permitted to terminate where the Customer's Approval was granted prior to the Change of Control.
- H1.4 The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Provider where the Provider is a partnership and:
- H1.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - H1.4.2 it is for any reason dissolved; or
 - H1.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
 - H1.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets; or
 - H1.4.5 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
 - H1.4.6 any of the following occurs in relation to any of its partners:
 - (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors; or

- (b) a petition is presented for his bankruptcy; or
 - (c) a receiver, or similar officer is appointed over the whole or any part of his assets; or
- H1.4.7 any event similar to those listed in H1.4(a)-(f) occurs under the law of any other jurisdiction .
- H1.5 The Customer may terminate the Call-Off Contract with immediate effect by notice in writing and without compensation to the Provider where the Provider is a limited liability partnership and:
 - H1.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - H1.5.2 it is for any reason dissolved; or
 - H1.5.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986; or
 - H1.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986; or
 - H1.5.5 a petition is presented for its winding up (which is not dismissed within 14 calendar days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986; or
 - H1.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or
 - H1.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - H1.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - H1.5.9 any event similar to those listed in H1.5.1 to H1.5.8 occurs under the law of any other jurisdiction.
- H1.6 References to the Insolvency Act 1986 in clause H1.5 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Customer may terminate the Call-Off Contract by written notice to the Provider with immediate effect if the Provider commits a material breach of the Call-Off Contract and:

H2.1.1 the Provider has not remedied the material breach to the satisfaction of the Customer within twenty-five (25) Working days, or such other period as may be specified by the Customer, after issue of a written notice specifying the material breach and requesting it to be remedied; or

H2.1.2 the material breach is not, in the opinion of the Customer, capable of remedy.

H2.2 For the purposes of clause H2.2, **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Customer would otherwise derive from:

H2.2.1 a substantial portion of this Call-Off Contract; or

H2.2.2 any of the material obligations set out in this Call-Off Contract over the term of this Call-Off Contract.

In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

H2.3 The Customer may terminate the Call-Off Contract by giving written notice to the Provider with immediate effect if:

H2.3.1 the Provider repeatedly breaches any of the terms of this Call-Off Contract 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 of this Call-Off Contract;

H2.3.2 if any of the provisions of Regulation 73(1) of the Public Contracts Regulations apply;

H2.3.3 where there has been any breach by the Provider of any of its confidentiality obligations under clause E4 Confidential Information; or

H5.1.4 where there has been any breach by the Provider of any of its obligations under clause E9 Official Secrets Act 1911 to 1989, Section 182 of the Finance Act 1989.

H2.4 In the event that through any Default of the Provider, data transmitted or processed in connection with the Call-Off Contract is either lost or sufficiently degraded as to be unusable, the Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.5 If the Customer fails to pay the Provider undisputed sums of money when due, the Provider shall notify the Customer in writing of such failure to pay. If the Customer

fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Provider may terminate the Call-Off Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause C3.1 (Recovery of Sums Due) or a Force Majeure Event.

H3 Termination without cause

- H3.1 The Customer may terminate the Call-Off Contract without cause at any time by giving thirty (30) days' written notice or otherwise within any notice period specified in the Order Form to the Provider.

H4 Other Termination Grounds

- H4.1 The Customer may terminate the Call-Off Contract on written notice with immediate effect to the Provider if:

H4.1.1 the Call-Off Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Public Contracts Regulations;

H4.1.2 the Provider was, at the time the Call-Off Contract was awarded, in one of the situations specified in regulation 57(1) of the Public Contracts Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Call-Off Contract;

H4.1.3 the Call-Off Contract should not have been awarded to the Provider in view of a serious infringement of the obligations under the Treaty on European Union, Treaty of the Functioning of the European Union or the Public Contracts Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union; or

H4.1.4 the Provider has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

- H5.1 Where the Customer terminates the Call-Off Contract under clause H2 or H4 and then makes other arrangements for the supply of Services, the Customer may recover from the Provider the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.

- H5.2 Where the Call-Off Contract is terminated under clause H2 or H4, no further payments shall be payable by the Customer to the Provider (for Services supplied by the Provider prior to termination and in accordance with the Call-Off Contract but where the payment has yet to be made by the Customer), until the Customer has established the final cost of making the other arrangements envisaged under this clause.

- H5.3 Where the Customer terminates the Call-Off Contract under clause H3, no further payments shall be payable by the Customer to the Provider except for Services supplied by the Provider prior to termination and in accordance with the Call-Off Contract but where the payment has yet to be made by the Customer.
- H5.4 Save as otherwise expressly provided in the Call-Off Contract:
- H5.4.1 termination or expiry of the Call-Off Contract shall be without prejudice to any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration and nothing in the Call-Off Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - H5.4.2 termination of the Call-Off Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Provider under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Bribery), E2 (Data Protection), E4 (Confidential Information), E5 (Freedom of Information), E7 (Intellectual Property Rights), E8 (Audit), E9 (Official Secrets Acts and Finance Act), F9 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H6 (Consequences of Expiry or Termination), H7 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H6 Disruption

- H7.1 The Provider shall take reasonable care to ensure that in the performance of its obligations under the Call-Off Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer and/or other persons present on the Premises.
- H6.2 The Provider shall immediately inform the Customer of any actual or potential industrial action, whether such action be by its own Staff or others, which affects or might affect its ability at any time to perform its obligations under the Call-Off Contract.
- H6.3 In the event of industrial action by the Staff, the Provider shall seek Approval of the Customer to its proposals to continue to perform its obligations under the Call-Off Contract.
- H6.4 If the Provider's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Customer acting reasonably, then the Call-Off Contract may be terminated with immediate effect by the Customer by notice in writing.
- H6.5 If the Provider is temporarily unable to fulfil the requirements of the Call-Off Contract owing to disruption of the Customer's normal business, the Provider may request a reasonable allowance of time and in addition, the Customer will reimburse any additional expense reasonably incurred by the Provider as a direct result of such disruption.

H7 Recovery upon Termination

- H7.1 On the termination of the Call-Off Contract for any reason, the Provider shall at its cost:
- H7.1.1 immediately return to the Customer or destroy (as directed in writing by the Customer) all Confidential Information, Customer Data, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - H7.1.2 immediately deliver to the Customer or destroy (as directed in writing by the Customer) all Property (including materials, documents, information and access keys) provided to the Provider. Such Property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - H7.1.3 immediately vacate the Premises (subject to compliance with all instructions of the Customer and/or Authority representative in control of the Premises);
 - H7.1.4 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Provider and/or the completion of any work in progress; and
 - H7.1.5 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Customer and/or the Replacement Provider to conduct due diligence.
- H7.2 If the Provider fails to comply with clause H7.1.1 and H7.1.2, the Customer may recover possession thereof and the Provider grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Provider or its permitted suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

- H8.1 Within twenty-one (21) days of being so requested by the Customer, the Provider shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Customer to issue tender documents for the future provision of the Services.
- H8.2 The Customer shall take all necessary precautions to ensure that the information referred to in H8.1 is given only to potential Replacement Providers who have qualified to tender for the future provision of the Services.
- H8.3 The Customer shall require that all potential Replacement Providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of

preparing a response to an invitation to tender issued by the Customer; and that they shall not use it for any other purpose.

- H8.4 The Provider shall indemnify the Customer against any claim made against the Customer at any time by any person in respect of any liability incurred by the Customer arising from any deficiency or inaccuracy in information which the Provider is required to provide under clause H8.1.
- H8.5 The Provider shall allow access to the Premises, in the presence of a Customer representative, to any person representing any potential Replacement Provider whom the Customer has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Provider's Premises for the purposes of clause H8.5, the Customer shall give the Provider five (5) Working Days' notice of a proposed visit together with a list showing the names of all persons who will be attending those premises. Their attendance shall be subject to compliance with the Provider's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Provider shall co-operate fully with the Customer during the handover arising from the completion or earlier termination of the Call-Off Contract. This co-operation, during the period of the new Provider setting up operations, shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within ten (10) Working Days of being so requested by the Customer, the Provider shall transfer to the Customer, or any person designated by the Customer, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Customer.

H9 Exit Management

- H9.1 Upon termination the Provider shall render reasonable assistance to the Customer to the extent necessary to effect an orderly assumption by a Replacement Provider of the Services.
- H9.2 Where the Customer requires a continuation of all or any of the Services on expiry or termination of this Call-Off Contract, either by performing them itself or by engaging a third party to perform them, the Provider shall co-operate fully with the Customer and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H9.3 The following commercial approach shall apply to the transfer of the Services:
 - H9.3.1 where the Provider does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Contract Price.

- H9.3.2 where the Provider reasonably incurs additional costs, the Parties shall agree a Variation to the Contract Price based on the rates either set out in the Pricing Matrix in the Framework Agreement or forming the basis for the Contract Price.
- H9.4 When requested to do so by the Customer, the Provider shall deliver to the Customer details of all licences for software used in the provision of the Services including the software licence agreements.
- H9.5 Within one (1) Month of receiving the software licence information described above, the Customer shall notify the Provider of the licences it wishes to be transferred, and the Provider shall provide for the approval of the Customer a plan for licence transfer.
- H10 Knowledge Retention**
- H10.1 The Provider shall co-operate fully with the Customer in order to enable an efficient and detailed knowledge transfer from the Provider to the Customer on the completion or earlier termination of the Call-Off Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Provider shall provide the Customer free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Customer. The Provider shall comply with the Customer's request for information no later than fifteen (15) Working Days from the date that that request was made.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

- I1.1 Subject to the provisions of clause I2 (Dispute Resolution), the Call-Off Contract shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Customer to take proceedings against the Provider in any other court of competent jurisdiction, nor shall the taking of proceedings in any other court of competent jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

I2 Dispute Resolution

- I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Call-Off Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or similar) of the Provider and the commercial director of the Customer.
- I2.2 Nothing in this dispute resolution procedure shall prevent the Customer from seeking from any court of competent jurisdiction an interim order restraining the Provider from doing any act or compelling the Provider to do any act.

- I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 either Party may refer it to mediation pursuant to the procedure set out in clause I2.5.
- I2.4 The obligations of the Parties under the Call-Off Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Provider and the Staff shall comply fully with the requirements of the Call-Off Contract at all times.
- I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- I2.5.1 A neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- I2.5.2 The Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- I2.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- I2.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- I2.5.5 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- I2.5.6 If the Parties fail to reach agreement within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.
- I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:

- 12.6.1 The Customer may at any time before court proceedings are commenced, serve a notice on the Provider requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7.
- 12.6.2 If the Provider intends to commence court proceedings, it shall serve written notice on the Customer of its intentions and the Customer shall have twenty-one (21) days following receipt of such notice to serve a reply on the Provider requiring the dispute to be referred to and resolved by arbitration in accordance with clause 12.7.
- 12.6.3 The Provider may request by notice in writing to the Customer that any dispute be referred and resolved by arbitration in accordance with clause 12.7, to which the Customer may consent as it sees fit.
- 12.7 In the event that any arbitration proceedings are commenced pursuant to clause 12.6:
- 12.7.1 the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- 12.7.2 the Customer shall give a written notice of arbitration to the Provider (the “**Arbitration Notice**”) stating:
- (a) that the dispute is referred to arbitration; and
- (b) providing details of the issues to be resolved;
- 12.7.5 the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 12.7.2 shall be applied and are deemed to be incorporated by reference to the Call-Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- 12.7.6 the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- 12.7.7 if the Parties fail to agree the appointment of the arbitrator within ten (10) days of the Arbitration Notice being issued by the Customer under clause 12.7.2 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- 12.7.8 the arbitration proceedings shall take place in London and in the English language; and
- 12.7.9 the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

FRAMEWORK AGREEMENT SCHEDULE 6

TEMPLATES



Mini Contract
Award Letter



Mini Contract
Decline Letter



Request for Quote
template



Mini Tender
Specification Template

Please note the above are for information only. Each mini tender and mini contract will be amended to reflect the specific requirement.

FRAMEWORK AGREEMENT SCHEDULE 7

SERVICE PROVIDER AND THIRD PARTY SOFTWARE

SERVICE PROVIDER SOFTWARE

For the purposes of this Schedule 7, “**Service Provider Software**” means software which is proprietary to the Service Provider, including software which is or will be used by the Service Provider for the purposes of providing the Services. The Service Provider Software comprises the following items:

Software	Provider (if Affiliate of the Service Provider)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

THIRD PARTY SOFTWARE

For the purposes of this Schedule 7, “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Service Provider for the purposes of providing the Services including the software specified in this Schedule 7. The Third Party Software shall consist of the following items:

Third Party Software	Provider	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

FRAMEWORK AGREEMENT SCHEDULE 8

BUSINESS CONTINUITY AND DISASTER RECOVERY

1. DEFINITIONS

- 1.1 For the purposes of this Schedule 8, unless the context otherwise requires the following terms shall have the meanings given to them below:

"BCDR Plan" means the Provider's business continuity and disaster recovery plan, as may be amended from time to time.

"Disaster" means []

"Related Service Provider" means any person who provides services to the Authority in relation to the Services from time to time.

2. PURPOSE OF THIS SCHEDULE

- 2.1 The Provider shall develop, review, test, change, and maintain a BCDR Plan during the term of the Framework Agreement for use in the event of a disaster or other event (or combination of events) that might result in the loss or partial loss of availability of Services.
- 2.2 The purpose of the BCDR Plan shall be to ensure that, in the event of a disruption, howsoever caused, the Authority or Contracting Body is able to maintain continuance of the Services. The BCDR Plan shall cater for any failure or disruption and shall address the various possible levels of failure or disruption (that is, from minimal failure through to total failure).
- 2.3 The BCDR Plan shall be comprised of three parts:
- (a) Part A which shall set out general principles applicable to the BCDR Plan ("General Principles").
 - (b) Part B which shall relate to business continuity ("Business Continuity Plan"); and
 - (c) Part C which shall relate to disaster recovery ("Disaster Recovery Plan").
- 2.4 The BCDR Plan shall detail the processes and arrangements which the Provider shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services and the recovery of the Services in the event of a Disaster.

3. PART A - GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1 The BCDR Plan shall:

- (a) be specific to premises where the Provider stores Authority equipment, data and other assets (hard copy/electronic) and facilities and other Provider capabilities required to deliver Services rather than a generic, high level corporate plan for disaster recovery across the Provider's business.
- (b) set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- (c) provide details of how the implementation of any element of the BCDR Plan may impact upon the operation of the Services and any services provided to the Authority by a Related Service Provider and/or by a Sub-Contractor to the Provider;
- (d) contain an obligation upon the Provider to liaise with the Authority and (at the Authority's request) any Related Service Provider and/or Sub-Contractor with respect to issues concerning business continuity and disaster recovery where applicable;
- (e) detail how the BCDR Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Authority and any of its other Related Service Providers as notified to the Provider by the Authority from time to time;
- (f) where required by the Authority, contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a web-site (with FAQs), e-mail, phone and fax) for both portable and desk top configurations, where required by the Authority;
- (g) contain a risk analysis, including:
 - (i) identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - (ii) identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider and/or a Sub-Contractor;
 - (iii) a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
 - (iv) where required by the Authority, failure or disruption scenarios and assessments and estimates of frequency of occurrence;
- (h) provide for documentation of processes, including business processes, and procedures;
- (i) set out key contact details (including roles and responsibilities) for the Provider (and any Sub-Contractors) and for the Authority;
- (j) identify the procedures for reverting to "normal service";

- (k) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that the data loss does not exceed the amount set out in the Services and to preserve data integrity;
- (l) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
- (m) provide for the provision of technical advice and assistance to key contacts at the Authority as notified by the Authority from time to time to inform decisions in support of the Authority's business continuity plans.

4.2 The BCDR Plan shall be designed so as to ensure that:

- (a) it complies with the relevant provisions of BS25999 or equivalent and all other applicable Quality Standards from time to time in force;
- (b) the Services are provided in accordance with the Provider at all times during and after the invocation of the BCDR Plan;
- (c) the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;
- (d) there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

4.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.

4.4 The Provider shall not be entitled to any relief from its obligations or to any increase in the Call-Off Contract Price to the extent that a Disaster occurs as a consequence of any breach by the Provider of this Framework Agreement or the Call-Off Contract.

5. PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

5.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including but not limited to and unless the Authority expressly states otherwise in writing:

- (a) the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
- (b) the steps to be taken by the Provider upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.

5.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity

Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

6. PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS

6.1 The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Provider ensures continuity of the business operations of the Authority supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

6.2 The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.

6.3 The Disaster Recovery Plan shall include the following:

- (a) the technical design and build specification of the Disaster Recovery System;
- (b) details of the procedures and processes to be put in place by the Provider and any Sub-Contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:
 - (i) data centre and disaster recovery site audits;
 - (ii) backup methodology and details of the Provider 's approach to data back-up and data verification;
 - (iii) identification of all most likely disaster scenarios;
 - (iv) risk analysis;
 - (v) documentation of processes and procedures;
 - (vi) hardware configuration details;
 - (vii) network planning including details of all relevant data networks and communication links;
 - (viii) invocation rules;
 - (ix) service recovery procedures;
 - (x) steps to be taken upon Services resumption to address any prevailing effect of the Services failure or disruption;
- (c) any applicable service levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the service levels during any period of invocation of the Disaster Recovery Plan;
- (d) details of how the Provider shall ensure compliance with clause E3 of the Call-Off Contract terms and conditions (Security Requirements) ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

- (e) access controls (to any disaster recovery sites used by the Provider or any Sub-Contractor in relation to its obligations pursuant to this Schedule); and
- (f) training of staff, testing and management arrangements.

7. REVIEW AND AMENDMENT OF THE BCDR PLAN

7.1 The Provider shall review part or all of the BCDR Plan (and the risk analysis on which it is based):

- (a) on a regular basis and as a minimum once every twelve (12) Months;
- (b) within three (3) Months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 9 of this Schedule;
- (c) where the Authority requests any additional reviews (over and above those provided for in paragraphs 7.1.(a) and 7.1.(b) of this Schedule) by notifying the Provider to such effect in writing, whereupon the Provider shall conduct such reviews in accordance with the Authority's written requirements. The costs of both Parties for any such additional reviews will be met by the Authority; and
- (d) where the Authority requests an independent review of the Provider's BCDR Plan or a Sub-Contractor's BCDR Plan, the Provider shall afford the Authority or the Authority's representatives such access to the Premises as may be required to review those records and processes as may be requested by the Authority in connection with the BCDR.

7.2 Each review pursuant to paragraph 7.1 of the BCDR Plan shall be a review of the procedures and methodologies set out in the BCDR Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Provider within the period required by the BCDR Plan or if no such period is required within such period as the Authority shall reasonably require. The Provider shall, within twenty (20) calendar Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report ("**Review Report**") setting out:

- (a) the findings of the review;
- (b) any changes in the risk profile associated with the Services; and
- (c) the Provider's proposals ("**Provider's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Provider can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.

- 7.3 The Provider shall as soon as is reasonably practicable after receiving the Authority's approval of the Provider 's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Provider 's Proposals. Any such change shall be at the Provider's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

8. TESTING OF THE BCDR PLAN

- 8.1 The Provider shall test the BCDR Plan on a regular basis (and in any event not less than once in every Framework Agreement year). Subject to paragraph 8.2, the Authority may require the Provider to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Authority considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.
- 8.2 If the Authority requires an additional test of the BCDR Plan it shall give the Provider written notice and the Provider shall conduct the test in accordance with the Authority's requirements and the relevant provisions of the BCDR Plan. The Provider's costs of the additional test shall be borne by the Authority unless the BCDR Plan fails the additional test in which case the Provider's costs of that failed test shall be borne by the Provider.
- 8.3 Following each test, the Provider shall send to the Authority a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Authority considers to be necessary as a result of those tests.
- 8.4 The Provider shall undertake and manage testing of the BCDR Plan in full consultation with the Authority and shall liaise with the Authority in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Authority in this regard. Each test shall be carried out under the supervision of the Authority or its nominee.
- 8.5 The Provider shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Authority. Copies of live test data used in any such testing shall be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.
- 8.6 The Provider shall, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:
- (a) the outcome of the test;
 - (b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - (c) the Provider's proposals for remedying any such failures.
- 8.7 Following each test, the Provider shall take all measures requested by the Authority, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the

BCDR Plan and such remedial activity and re-testing shall be completed by the Provider, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

- 8.8 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Provider of any of its obligations under this Schedule 8 or otherwise.
- 8.9 The Provider shall also perform a test of the BCDR Plan as part of the commissioning of any new project.

9. INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

- 9.1 In the event of a complete loss of service or in the event of a Disaster, the Provider shall immediately invoke the BCDR Plan (and shall inform the Authority promptly of such invocation). In all other instances the Provider shall only invoke or test the BCDR Plan with the prior consent of the Authority.

FRAMEWORK AGREEMENT SCHEDULE 9

CHANGE CONTROL NOTICE

[CONTRACT / FRAMEWORK AGREEMENT] CHANGE NOTE

Contract Change Note Number	
Contract Reference Number and Title	
Variation Title	
Number of Pages	

Whereas the [Contractor] and the Authority entered into a [Contract/Framework Agreement] for the provision of [contract title] dated [dd/mm/yyyy] (the “Original Contract/Framework Agreement”) and now wish to amend the Original [Contract/Framework Agreement].

It is agreed as follows:

1. With effect from [dd/mm/yyyy] the Original [Contract/Framework Agreement] shall be amended as set out in this Contract/Framework Change Note:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (see Annex A)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as herein amended all other terms and conditions of the Original [Contract/Framework Agreement] shall remain in full force and effect.

Execution of the Contract Change Note is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The revised Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority’s electronic contract management system (“Bravo”).

FRAMEWORK AGREEMENT SCHEDULE 10

NON-DISCLOSURE AGREEMENT

THIS NON DISCLOSURE AGREEMENT is made the [insert] day of [insert month and year] (the “**Commencement Date**”)

BETWEEN:

- (1) [Insert full name of Provider] of [insert full address but if registered company please insert the following - (registered in England and Wales under number [insert company number])] whose registered office is situated at [] (the “**Provider**”);
- (2) [Insert name and address of the Staff member, professional advisor or consultant of the Provider] (the “**Recipient**”).

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

WHEREAS:

- (A) The Provider has contracted with the Secretary of State for Environment, Food and Rural Affairs (the “**Authority**”) to provide Services to the Authority and other contracting bodies pursuant to a framework agreement dated [insert date] (“**Framework Agreement**”).
- [(B) Contracting bodies may order Services pursuant to the Framework Agreement by entering into a Call-Off Contract with the Provider (each such contracting body a “**Customer**”).
- (C) The Framework Agreement and Call-Off Contracts impose obligations of confidentiality on the Provider. The Recipient is an [insert employee, sub-contractor, professional advisor or consultant] of the Provider engaged in the provision of certain services to the Authority in support of or in connection with the Services to be provided by the Provider under the Framework Agreement and Call-Off Contracts.
- (D) The Recipient may therefore, have communicated to it, certain Confidential Information belonging to the Authority or Customers which is proprietary and must be held in confidence. Accordingly, the Framework Agreement and Call-Off Contract require the Provider to ensure that the Recipient enters into a non-disclosure agreement with the Provider on the terms and conditions set out herein.
- (E) Any Confidential Information disclosed by the Authority, a Customer or the Provider to the Recipient, whether contained in original or copy documents, will at all times remain the property of the Authority or a Customer together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

Definition and Interpretation

1. In this Agreement:
 - a) **“Confidential Information”** means: any information which has been designated as confidential by the Authority or a Customer in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority or a Customer which relates to research, development, trade secrets, formulae, processes, designs, specifications, Authority or Customer data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Recipient owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority or Customer and all Personal Data; whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;
 - b) **“Law”** means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Provider is bound to comply.
2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

CONFIDENTIALITY

6. The Recipient undertakes to hold in confidence all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Provider's delivery of the Services under the Framework Agreement and Call-Off Contracts without the prior written permission of the Authority or a customer.

7. The Recipient will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.
8. The Recipient shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or a Customer or from the Provider, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority or Customer from time to time for the handling and storage of Confidential Information, generally or for specific items.
9. The Recipient will not disclose any Confidential Information or any part thereof to any third party.
10. Where the Recipient is an employee of the Provider, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Provider shall institute and enforce such disciplinary proceedings as against the Recipient in relation to such breach.
11. Where the disclose is a professional advisor, sub-contractor or consultant, breach of the obligation set out herein shall entitle the Provider to terminate the contract of engagement or sub-contract with the Recipient immediately, and the Provider shall enforce such right of termination as against the Recipient in relation to such breach.
12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Provider or where so required by the Authority or Customer and notified to the Recipient, to the Authority or a customer, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
13. The Confidential Information will not be used by the Recipient for any purpose or in any way other than under this Agreement.
14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
 - 14.1 Disclosure of Confidential Information by the Recipient when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
 - 14.2 Disclosure of Confidential Information by the Recipient where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
 - 14.3 Disclosure of Confidential Information by the Recipient where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
 - 14.4 Possession of Confidential Information by the Recipient where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

15. The Recipient shall: notify the Provider and the Authority and any affected Customer promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registerable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
20. Without affecting any other rights or remedies that the other Parties to this Agreement may have, the Recipient acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority or a Customer.
23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
24. The Parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority or Customer. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions

of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.

25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
26. The Parties to this Agreement irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIGNED by the authorised signatory for and on behalf of the Provider:

SIGNED by the Recipient:

FRAMEWORK AGREEMENT SCHEDULE 11

PROCESSING, PERSONAL DATA AND DATA

SUBJECTS

1. This Schedule shall be completed by the Authority or, in respect of any Call-Off Contract, the Customer, who may take account of the view of the Provider, however the final decision as to the content of this Schedule shall be with the Authority (or in respect of any Call-Off Contract the Customer), at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:

[REDACTED]

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

[REDACTED]
[REDACTED]

3. The contact details of the Provider Data Protection Officer are:

[REDACTED]

4. If a Call-Off Contract involves Personal Data processing that differs from the instructions given in the table below, a Customer may include such specific instructions in an Order Form and such instructions shall apply in respect of that Call-Off Contract.
5. The Provider shall comply with any further written instructions with respect to processing by the Customer. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1.

Subject matter of the processing	Processing is needed in order for the Contractor to undertake the consultancy services or tasks as required by the Authority under the framework contract.
Duration of the processing	Processing duration will be the same as the duration of the framework agreement. Dates: 1 st July 2019 – 1 st July 2022.
Nature and purposes of the processing	<p>The nature of the processing means any operation needed for the purposes of administering the framework agreement. These include, but are not limited to: data collection, recording, organisation, storage, consultation, use, dissemination or otherwise making available, restriction, erasure or destruction of data.</p> <p>The purpose include: stakeholder engagement and statutory obligation.</p>
Type of Personal Data	Types of personal data include, but is not limited to, contact details such as name, address, telephone number, email address, place of work and images.
Categories of Data Subject	Categories of Data Subjects includes, but is not limited to, staff, subcontractors, customers / clients and suppliers.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	As per clause 18.7.5 of the framework contract, at the written direction of the Authority, the Contractor will delete or return personal data to the Authority on termination of the framework agreement.

FRAMEWORK AGREEMENT SCHEDULE 12

COMMERCIALLY SENSITIVE INFORMATION

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Provider's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

PROVIDER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION OF CONFIDENTIALITY