



Department  
for Environment  
Food & Rural Affairs

# Short Form Contract Evaluation of the Systems Research Programme

Contract Reference ecm\_56444

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# 1. Interpretation

## 1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  Government Department;  Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  Non-Ministerial Department; or  Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;

“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;
“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	means the Data Protection Act 2018;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;

“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of processing.
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an

	incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks

are open for business in the City of London.

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

## 2. Basis of Agreement

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

## 3. Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

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

## 4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 12 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

## 5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in this Contract and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall

include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
  - 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
  - 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting

chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## 6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## 7. Staff and Key Personnel

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

- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## 8. Assignment and sub-contracting

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

## 9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until

termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.

- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Contractor hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
  - b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,
- including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.
- 9.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

## 10. Governance and Records

- 10.1. The Contractor shall:
  - 10.1.1. attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
  - 10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.
- 10.2. The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## 11. Confidentiality, Transparency and Publicity

- 11.1. Subject to clause 11.2, each Party shall:
  - 11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
  - 11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
  - 11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
  - 11.2.2. to its auditors or for the purposes of regulatory requirements;
  - 11.2.3. on a confidential basis, to its professional advisers;

- 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
- 11.2.6. where the receiving Party is the Customer:
- a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
  - b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
  - c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
  - d) in accordance with clause 12.

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

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

- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## 12. Freedom of Information

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

## 13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
  - a. a systematic description of the envisaged processing operations and the purpose of the processing;
  - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
  - b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
    - i. nature of the data to be protected;

- ii. harm that might result from a Data Loss Event;
  - iii. state of technological development; and
  - iv. cost of implementing any measures;
- c. ensure that :
- i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
  - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
    - 1. are aware of and comply with the Contractor's duties under this clause;
    - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
    - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
    - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

- iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
  - e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- 13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:
  - a. receives a Data Subject Request (or purported Data Subject Request);
  - b. receives a request to rectify, block or erase any Personal Data;
  - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d. receives any communication from the Information Commissioner or any other regulatory authority;
  - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
  - a. the Customer with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

- c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Customer following any Data Loss Event;
  - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;
  - b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Customer;
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
  - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

## 14. Liability

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

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

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

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

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

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

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

## 15. Force Majeure

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

## 16. Termination

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

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

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.

- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
  - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
  - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## 17. Compliance

- 17.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor shall:
  - 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Contractor shall:
  - 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Contractor from time to time; and
  - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
  - 17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

## 18. Prevention of Fraud and Corruption

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

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

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

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

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

## 19. Dispute Resolution

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

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by

agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## 21. Notices

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

## 22. Governing Law and Jurisdiction

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

# SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.
2. The contact details of the Customer Data Protection Officer are:  
 [REDACTED]
3. The contact details of the Contractor Data Protection Officer are:  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]
4. The Contractor shall comply with any further written instructions with respect to processing by the Customer.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 13.1.
Subject matter of the processing	Samples of raw and processed foods as defined in Schedule 2 The Specification
Duration of the processing	November 1 2019 April 30 2020

Nature and purposes of the processing	Evaluation of research programme effectiveness
Type of Personal Data	No personal data will be processed
Categories of Data Subject	No personal data is being processed.
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	Data obtained from analysis of raw and processed food samples as defined in Schedule 2 will be retained for up to seven years.

# SCHEDULE 2 – SPECIFICATION

## 1. Summary

The Systems Research Programme seeks to investigate the interconnectedness of policy areas within Defra through the exploration and application of systems approaches<sup>1</sup>. The overarching primary objectives of the programme are to improve the effectiveness of policy design and enhance Defra's strategic evidence capability through developing a better understanding of the social and ecological systems in which Defra uses interventions.

This requirement is for an evaluation of the first year of Systems Research Programme. The evaluation will provide analysis and recommendations from the first year of the programme, providing fundamental evidence and learning, and informing the effective development of the second year of the Systems Research Programme (which is outside the scope of this specification).

The contract will be let for Year 1 with an option, at Defra's sole discretion, to extend the contract to an evaluation of Year 2. Bidders should note that the funding for the evaluation of Year 2 is not yet in place. In the event that Defra exercises the option to extend this will be on the basis of the staff rates submitted for Year 1 and regard shall be given to the price submitted for the Year 1 evaluation. Defra may ask the Contractor to confirm the resources and methodology proposed for Year 2 before exercising the option to extend.

## 2. Background to the requirement

### ***Context of the Systems Research Programme***

This is an exciting time for policy and operational delivery in Defra. As the UK leaves the EU, Defra will have increased opportunities to develop new policies across its remit. To ensure that these policies are informed by the best possible science and analysis, it is essential that Defra enhances its own capabilities in providing advice based on well-founded strategic science that takes into account impacts across environmental systems.

Within Defra, the Chief Scientific Adviser (CSA) leads a wider team of around 50 specialist and non-specialist staff engaged in strategic science and evidence activities to support Defra policy and

<sup>1</sup> **Systems science** is an interdisciplinary field that studies the nature of systems - from simple to complex. To systems scientists, the world can be understood as a system of systems. The field aims to develop interdisciplinary foundations that are applicable in a variety of areas. (G. E. Mobus & M. C. Kalton, *Principles of Systems Science*, 2015, New York:Springer)

In systems research numerous factors are constantly interacting so there is no easy way to clearly explain how all of these interactions produce a result. Compared to component research, a systems approach is more complicated and usually requires more time to unravel the nature of relationships. (SARE, Sustainable Agriculture, Research and Education, USDA)

operations, and is the Head of Profession for all scientists and engineers across the Defra group. The CSA's Office (CSAO) is responsible for ensuring the Defra group has the best scientific evidence to meet the objectives in Defra's Single Departmental Plan (June 2019) to:

1. Deliver a safe and ambitious departure from the EU, setting global standards in protecting and harnessing value from the natural environment
2. Pass on to the next generation a natural environment protected and enhanced for the future
3. Lead the world in food and farming with a sustainable model of food production
4. Become an outstanding organisation focused on making a difference, with world class delivery capability.

Specifically this entails:

- Providing scientific and analytical advice to Ministers on all aspects of the Defra policy remit, bringing in the most relevant and latest scientific advice available and communicating uncertainties and requirements for new evidence.
- Being the focal point and providing leadership for the Defra group for science, evidence and analysis, and the analytical professionals.
- Managing the supply of external expert advice for the Defra group and the development of external partnerships.
- Being the guardians of quality of science and capability across the Defra group and ensure that Defra is well prepared to take advantage of advances in science and technology.
- Managing the science resources for Defra, ensuring they are aligned to Defra group priorities, including supporting urgent tactical demands and developing longer-term strategic capabilities to maximise efficiency and enhance policy and operations across the Defra group.

Part of this role involves planning for the science and evidence capacity which the department currently has, and how these needs are likely to develop over time. As part of this, the Systems Research Programme has been developed.

### ***Programme scope and objectives***

The Systems Research Programme has been established to pilot transdisciplinary 'systems' approaches to inform policy design, delivery and evaluation, and to embed them into the ways of working in Defra. The programme was formally launched by Defra with a press release on 3 May 2019: <https://www.gov.uk/government/news/science-research-programme-launched-to-informdefra-policy-making>

The Systems Research Programme brings together researchers, analysts, and policymakers to develop and apply protocols for systems research to inform policy making. It particularly focuses on approaches to overcome complexity, for example mapping multiple, complex interactions between pressures, interventions and outcomes, and developing coherent policy narratives in situations where evidence is uncertain or fragmented. To do this, the Systems Research Programme is developing approaches to describe and identify interconnected issues within and between five interconnected systems:

- Air Quality,
- Marine,
- Rural Land Use,
- Resources and Waste, and
- Food systems.

The Systems Research Programme has two overarching functions:

- (1) **Policy support** through applying systems research approaches to inform current and future policy decisions in five broad areas (rural land use, marine, food, resources and waste, and air quality). Through this work, the programme will pilot methods and ways of working that can be rolled out across the department; and
- (2) **Enhance Defra's strategic evidence capability**. The programme aims to enhance the skills and capacity of evidence and policy specialists to apply systems approaches. Activities in each of these areas will feed into each other through an action learning cycle.

The CSAO have not been prescriptive about the approach taken in mapping systems. This has allowed for each system team to adopt a bespoke approach.

Further details about the Systems Research Programme and its objectives, outcomes and indicators of success can be found in **Annex 1**.

### ***Programme organisation and resources***

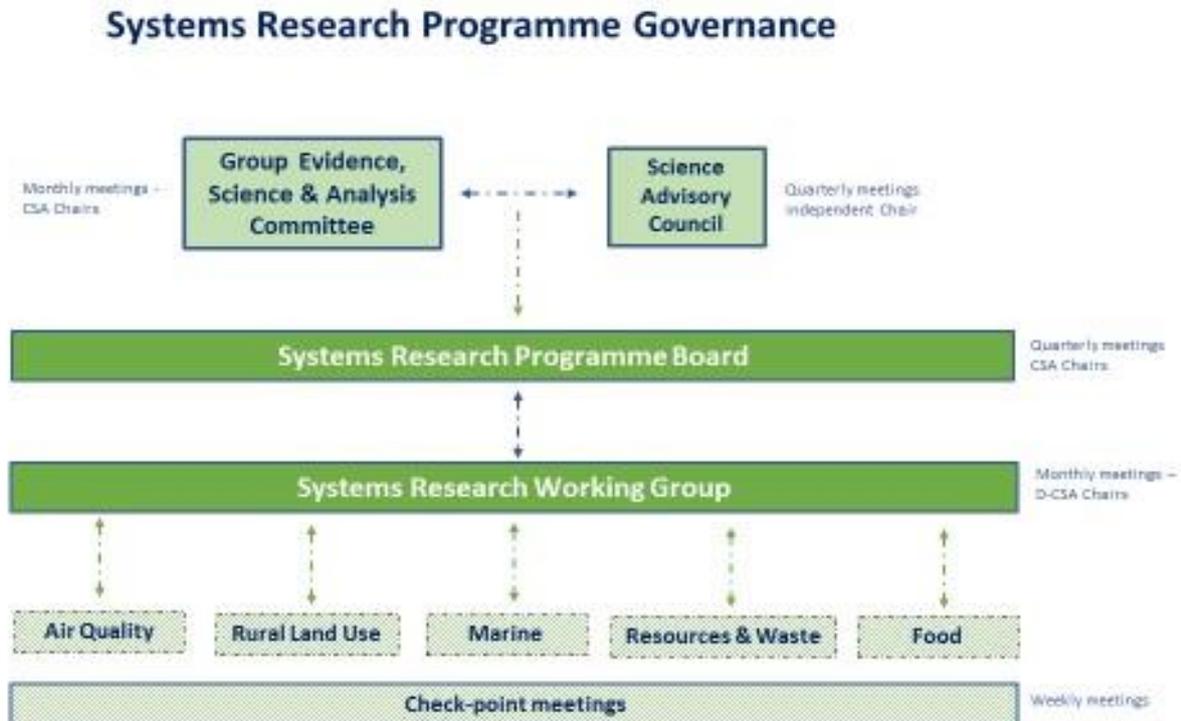
The Systems Research Programme is funded initially for two years to April 2021, to embed systems approaches into Defra's policy areas. This is being delivered by a team in Defra's CSAO in partnership with six academic fellows, who have been seconded on a part-time basis from universities for two years. Five of the academic fellows provide sector expertise within each of the systems. The sixth is responsible for synthesis and coordination of cross-cutting activities across systems in a 'design authority' role.

Each system is also provided support by one Senior Scientific Officer (SSO) based in the CSAO; a total of five scientists providing support in liaising with wider teams within Defra. Collaboration is integral to this systems approach, and SSOs will work closely with the Fellows and Defra's policy, evidence and analysis teams to develop systems.

Outside of individual systems, there is an overarching programme support in place, consisting of a programme lead, a programme manager, a communications officer and two support officers. For details on the roles and responsibilities, please refer to **Annex 1**.

## **Programme governance**

The Systems Research Programme governance structure is captured in this diagram:



The Systems Research Programme team holds monthly programme Working Group meetings to:

- Steer programme content and direction, including a common, longer term vision, outcomes and benefits;
- Ensure effective internal and external communication; □ Support programme delivery.

It is anticipated that a Programme Board will be set up by October 2019 to provide challenge and to steer innovation and the direction of the Systems Research Programme. The membership of the Board (currently being decided) will include officials from the Defra group and elsewhere in government, as well as academia, industry and other external representatives.

## **Programme progress and timescales**

Since the launch of the Systems Research Programme, team members have been recruited, and work is now underway to commence mapping each system. Most SSOs joined in January 2019, and the Research Fellows started working between March and April 2019. Work to date has involved the programme team coming together, identifying relevant stakeholders to engage in developing the system maps, and hosting workshops with key internal stakeholders to start developing each of the systems.

By the end of the first year (April 2020) it is anticipated that the following programme components will be completed:

- Scoping phase;
- Phase 1 (design, methodology, case studies);
- Governance structures set up;

- End of Year 1 evaluation with recommendations for Phase 2 (this commission).

By the end of the second year (March 2021) it is anticipated that the following programme components will be completed:

- Phase 2 (build, develop, test);
- Governance structures established and operational;
- End of Year 2 evaluation with recommendations for wider implementation;
- Scoping of wider implementation.

As indicated above, further evaluation is intended to be commissioned in the second year of the programme, to help inform the implementation of Systems Research approaches in Defra. This will be scoped by Defra towards the end of the first year, and is not within the scope of this commission.

### **3. Aim and scope of the Evaluation**

Defra is seeking to commission a process and impact evaluation of Year 1 of the Systems Research Programme (“the Evaluation”). The overall aim of the Evaluation is to identify what is working well, and less well about the development of system mapping, products, governance, and methodology, and highlight any early impacts that the Systems Research Programme has had. The intention of the Evaluation is to provide evidenced, actionable recommendations for the development of the second year of the programme, alongside any recommendations for applying systems thinking more widely within Defra.

The focus of the Evaluation is intended to be internal, engaging with the programme team, Defra (which potentially includes Defra’s Arm’s Length Bodies) and academics engaged in the programme. It is not anticipated that external stakeholders will be engaged in this Evaluation.

#### ***Evaluation objectives:***

There are a number of objectives for the Evaluation<sup>1</sup>, which are presented below:

#### **Programme process:**

- Review the programme model and support provided to Defra teams, and identify how this could be bolstered or administered differently.
- Provide critical review of programme governance, particularly to ensure that the Programme Board offers sufficient challenge, that it is ambitious enough and able to influence and inspire positive change.
- Identify actionable recommendations for the continued development of the programme: on the scope of the system approaches, join up between system areas, and process for embedding system approaches and new ways of working within the organisation.

#### **Capacity development:**

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<sup>1</sup> Please refer to the programme’s indicators of success table in **Annex 1**.

- Evidence of the extent to which the Systems Research Programme's systems approaches have informed improved policy investment and resource decisions in the Defra group.
- Critically review the process in developing systems tools, maps and methodologies. Work in collaboration with the programme team to establish how this process might be improved.
- Review the extent to which there has been the development of skills and expertise on systems approaches within Defra.
- Assess the value of academic community engagement (the inclusion of fellows within the programme); as well as any effective outreach to new partners.

**Policy impact:**

- Identify the early impacts of system tools, frameworks and methodologies in supporting policy and analytical decision making, processes and outputs.
- Assess if transdisciplinary working between policy teams is more dynamic; if there is enhanced communication and collaboration.
- Assess the level of engagement from policy teams (and other appropriate stakeholders) with programme and outputs.
- Review the extent to which the programme has identified (and helped to address) evidence gaps.

These objectives will be refined as part of deliverable 1 (set out in the table below) in discussion with the programme manager and the programme lead.

***Appointment***

It is anticipated that the Contractor will be appointed in September 2019, which will be seven months into the programme, and final outputs would shall be delivered by the end of March 2020. This should provide five months for the evaluation and reporting. It is anticipated that the programme will be evaluated in its second year, although this is subject to funds being approved. Tenderers may wish to consider the intention to run the evaluation for a second year in designing their approach. The contract contains the option, to be exercised at Defra's discretion to extend the contract to undertake a review of the second year.

The contract will be managed by the Programme Manager of the Systems Research programme, with input from the Strategic Policy Evaluation and Social Research team, who have oversight of evaluation activity within the Department. Progress with the Evaluation shall be reported at monthly Working Group meetings.

**4. Methodology**

The Contractor shall will work with the programme team to co-develop the methods used for the Evaluation. It is anticipated that this will involve collecting qualitative data, through interviews with the programme team, SSOs, fellows as well as other Defra staff engaged in the programme. It is anticipated that data collection will occur over the course of the Evaluation, to effectively assess the programme as it evolves and develops.

We anticipate that the evaluation will involve undertaking at least 28 interviews (four per system, with additional interviews at a programme level and within the design authority), which may be undertaken by telephone or face to face. Interviews may be effectively undertaken in group settings – either through establishing focus groups, or using programme activities (such as system design workshops) to collect data. In addition to informing the wider report, we would be interested to see a selection of these interviews developed into or used to support development of impact case studies. These are intended to be short (1 page) vignettes describing how the programme has changed the ways of working within the department.

It is also anticipated that the Evaluation will involve observation of programme activities, either in observing the development of system maps or in attending wider workshops with policy and analytical colleagues. Due to the bespoke nature of the development of each system, the Contractor will need to vary their approach within systems or over time.

Programme documentation will be made available to the Contractor, which is anticipated to be used in a light touch document review to inform the Evaluation. This includes reviewing and providing comment in a short note presented at an early project management meeting on the internally developed theory of change and programme indicators of success.

The Contractor shall set aside a small allocation of time to provide consultancy guidance on the system mapping process, and to make recommendations on how this might be further improved. We suggest allowing two days of senior consultant time.

While these are the methods anticipated to meet the requirements of the evaluation, bidders are encouraged to propose alternative methods which may more effectively achieve the specified aims and objectives of the evaluation. At the same time, it will be essential for bidders to show some flexibility and adaptability in their approach, given that the programme is still at an early phase and may evolve to reflect evolving policy needs.

The Systems Programme Manager will be able to provide some support in to facilitating introductions and meetings with relevant Defra contacts where necessary. Please note that it may take up to three weeks to arrange meetings with key members of staff or to arrange large workshops. Due to the fast paced nature of the programme, bidders are requested to include within their bids costings for one project management discussion per week (which can be by phone) to allow for regular updates and any issues to be identified and discussed in a timely way.

## **5. Deliverables and Timetable**

Specific deliverables are as follows. These deliverables shall be provided as MS Word (in draft) and PDF documents (once finalised) and MS PowerPoint presentations.

All deliverables shall be shared with the Systems Research Programme manager by email, except for meetings and presentations which shall be by face to face meetings. Below is a timetable detailing the key milestones within the project.

<b>Project Milestone:</b>	<b>Detail:</b>	<b>Intended date:</b>
Inception meeting and finalisation of the methodology	Face to face meeting to discuss the proposed approach to the project.  Thereafter, attendance at one or more monthly programme Working Group meetings (meetings to be held in London or via conference call).	Week commencing 14 <sup>th</sup> October 2019.
<b>Deliverable 1</b>  <b>Project Plan</b>	A project plan shall be sent to the Systems Research programme manager, following commissioning and the inception meeting between Defra and the successful tenderer. This is intended to provide a	Week commencing 28 <sup>th</sup> October 2019
	refined (if necessary) and justified methodology beyond the original proposal; detailed risk register; and detailed project timeline.	
<b>Deliverable 2</b>  <b>Interim Presentation on emerging findings</b>	An interim face to face presentation which covers methods, findings, progress and issues to date. Presentation of a short slide deck (maximum 20 slides), equivalent to a half day meeting.	Week commencing 6 <sup>th</sup> January 2020
<b>Deliverable 3</b>  <b>Draft final report</b>	A draft final process and impact report, which shall include: <ul style="list-style-type: none"> <li>• Details of the methodology used to undertake the evaluation</li> <li>• A summary of the key process and impact findings</li> <li>• Practical recommendations for Year 2 of the programme</li> <li>• Wider recommendations based on delivery</li> <li>• A selection of impact case studies (we anticipate at least 4).</li> </ul> <p>The final report is anticipated to be no longer than 30 pages (Arial font, size 11).</p>	Week commencing 30 <sup>th</sup> March 2020
<b>Deliverable 4</b>  <b>Final report for Year 1</b>	The final evaluation report shall incorporate comments from the Systems Research Programme manager and the Working Group.  The final report will be published externally, as per Government Social Research protocol.	Week commencing 27 <sup>th</sup> April 2020
<b>Deliverable 5</b>  <b>End of Year 1 presentation</b>	A final face to face presentation (half a day) to discuss key findings and recommendations. Presentation of a short slide deck (maximum 20 slides).	Week commencing 27 <sup>th</sup> April 2020

## SCHEDULE 3 – PAYMENTS

### Payment Schedule

Payments will be made against invoice in accordance with the table below subject to customer acceptance at each milestone

Project Milestone:	Intended date:	Payment milestone	Percentage	Amount (exc. VAT)
Inception meeting and finalisation of the methodology	w/c 14 October 2019			
Deliverable 1: Project Plan	w/c 28 October 2019	1	33.3%	£20,050.00
Deliverable 2: Interim Presentation on emerging findings	w/c 6 January 2020			
Deliverable 3: Draft final report	w/c 30 March 2020	2	33.3%	£20,050.00
Deliverable 4: Final report for Year 1	w/c 27 April 2020			
Deliverable 5: End of Year 1 presentation	w/c 27 April 2020	3	33.4%	£20107.50