



Department
for Environment
Food & Rural Affairs

Defra Group Commercial

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helpline@defra.gsi.gov.uk
www.gov.uk/defra

[REDACTED]
Eunomia
[REDACTED]

Your ref: ITT_5079
Our ref: ECM_55610
Date: 14 June 2019

Dear [REDACTED]

Award of contract for the supply of Land Manager and Farmer Model Scoping Study

Following your proposal for the supply of the Land Manager and Farmer Model Scoping Study to Defra, we are pleased to award this contract to you.

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

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

- 1) The Services shall be performed at the Contractor's premises.
- 2) The charges for the Services shall be as set out in Schedule 3.
- 3) The specification of the Services to be supplied is as set out in Schedule 4.
- 4) The Term shall commence on 17 June 2019 and the Expiry Date shall be 16 November 2019.

5) The address for notices of the Parties are:

Customer

[Redacted Customer Address]

Contractor

[Redacted Contractor Address]

[Redacted Customer Address]

[Redacted Contractor Address]

[Redacted Customer Address]

[Redacted Contractor Address]

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

[Redacted Key Personnel List]

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

Payment

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

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

Liaison

For general liaison your contact will be [REDACTED]

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

Yours sincerely,

[REDACTED]



Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for Land Manager and Farmer Model: Scoping Study 2019

Contract Reference ECM_55610

June 2019

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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;

“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 3 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a

valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
 - 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
 - 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer's premises, remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

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

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in:

- (a) the Results; or
- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Contractor by or on behalf of the Customer (together with the Results, the "**IP Materials**")

shall vest in the Customer (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Contractor of its obligations under the Contract.

- 9.2 The Contractor hereby assigns:

- (a) to the Customer, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the 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 Contractor;

- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses 9.1 (a) and (b),

and shall execute all documents and do all acts as are necessary to execute these assignments.

9.3 The Contractor shall:

- (a) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services 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. 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, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Customer ("**Indemnified Persons**");
- (b) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (c) during and after the Contract Period, indemnify and keep indemnified the Customer and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or the Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause 9.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Customer; or
 - ii) the use of data supplied by the Customer which is not required to be verified by the Contractor under any provision of the Contract.

9.4 The Customer shall notify the Contractor 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 Contractor to the Customer.

9.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Customer, the Contractor or an Indemnified

Person) arising from the performance of the Contractor's obligations under the Contract ("**Third Party IP Claim**"), provided that the Contractor shall at all times:

- (a) consult the Customer on all material issues which arise during the conduct of such litigation and negotiations;
- (b) take due and proper account of the interests of the Customer; and
- (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).

9.6 The Customer shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Customer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Customer under this clause 9.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses 9.3 (c) i) and ii).

9.7 The Customer shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.

9.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Customer and, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Customer under clause 9.3 use its best endeavours to:

- (a) 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
- (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Customer

and if the Contractor is unable to comply with clauses 9.8(a) or (b) within 20 Working Days of receipt by the Customer of the Contractor's notification the Customer may terminate the Contract immediately by notice to the Contractor.

- 9.9 The Contractor grants to the Customer and, if requested by the Customer, any Replacement Contractor, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Customer (or the Replacement Contractor) reasonably requires in order for the Customer to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

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:

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

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	It is not anticipated that the Contractor shall undertake any processing of Personal Data on behalf of the Authority pursuant to this Contract.
Duration of the processing	It is not anticipated that the Contractor shall undertake any processing of Personal Data on behalf of the Authority pursuant to this Contract.
Nature and purposes of the processing	It is not anticipated that the Contractor shall undertake any processing of Personal Data on behalf of the Authority pursuant to this Contract.
Type of Personal Data	It is not anticipated that the Contractor shall undertake any processing of Personal Data on behalf of the Authority pursuant to this Contract.
Categories of Data Subject	It is not anticipated that the Contractor shall undertake any processing of Personal Data on behalf of the Authority pursuant to this Contract.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>It is not anticipated that the Contractor shall undertake any processing of Personal Data on behalf of the Authority pursuant to this Contract.</p>
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SCHEDULE 2 - NON DISCLOSURE AGREEMENT

1. In regards to any information disclosed by Defra to Eunomia which Defra in good faith considers as confidential information which includes confidential know-how, technical information, data analyses, compilations, studies, formulae, processes, designs, specifications, plans, protocols, prototypes, models, drawings, computer software, visual demonstrations, samples, communicated to Eunomia by Defra on and after 10/06/2019 relating to the work that agreed to carry out for Defra. The Contractor, Eunomia undertakes as follows:
2. That (subject as provided below) we will in each case receive information in confidence and will not use the same except in relation to the work being undertaken for Defra, nor disclose it by publication or otherwise, provided that these obligations shall not apply to:
 - a. information and data which was at the time of receipt, published, or thereafter becomes published, (otherwise than in breach of obligation hereunder) or
 - b. information and data received on a non-confidential basis from a third party independent of Defra or
 - c. information demonstrated to be already in Eunomia's possession at the time of the engagement or
 - d. information obliged to be disclosed under the provisions of the Freedom of Information Act 2000 "the Act" and the Code of Practice of the Act.
3. That we will not reveal the identity of any staff or particular any information given by the Authority for the engagement in any publications.
4. That we will provide Defra with any draft publication in advance of its intended release, and we will not submit the draft for publication without express written approval from Defra which shall not be unreasonably withheld or delayed.
5. That in the event the information or data received is found to be already in our possession or is subsequently obtained from a third party, we will notify you promptly of such a fact (so far as we are free to do so).
6. The confidentiality period shall mean from the date of this Agreement and for a period of five (5) years following the termination or expiry of this Agreement, whichever is earlier, under Clause 7.

7. This Agreement will terminate on the earliest of the following dates;
 - a. One (1) year from the date of this Agreement, or
 - b. One (1) month's written notice by Defra to the recipient.

8. Neither party shall be under any obligation to the other, to reveal any confidential information or to proceed with any discussions or negotiations or to enter into any further agreements. Save as otherwise specifically provided, no licences or other rights shall be granted or implied in respect of any intellectual property comprised in or deriving from any confidential information.

9. Defra shall be entitled to seek injunctive relief to remedy or prevent any breach or threatened breach of this Agreement by recipient. Such remedy shall be the exclusive remedy for any breach of this Agreement, but such remedy shall not refrain Defra from exercising other rights and remedies that cannot be excluded by law.

10. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the courts in England.

Dated the __ June 2019

Signature

Name (CAPITALS)

SCHEDULE 3: SPECIFICATION

Summary

This project aims to develop a model to aid future agriculture and environment policy design and evaluation by incorporating different sets of farmer and land manager behaviours and decisions. In particular, this study will be investigating the feasibility of constructing such a model and outlining how to approach it.

It is important that the feasibility be determined before starting the development process. The study will focus on producing a plan for developing a model that puts farmer and land manager decisions at the core.

We are looking for this work to be conducted by a researcher who will work closely with us throughout the project¹. This will ensure close collaboration with Defra, and help keep the project on track.

Introduction

A number of simultaneous and significant changes are expected in the agriculture sector over the next decade as we exit the EU. Changes in trade policy are expected to remove the need for us to be part of the Common Agricultural Programme (CAP), restoring the UK's ability to design and implement new agricultural and environmental policies. This poses a challenge to understanding the effects of policy during this time-period and evaluating its impact in the future. This project aims to develop a model that can be used to support policy design in Defra's Future Farming and Countryside programme.

Understanding land management and the agricultural sector is a key capability for Defra and with the changes expected in the near future, this is an ideal time to assess our capability. There are some key capabilities that the model should have in order for it to offer the value required. Agent based modelling has been considered, however we are open to any modelling methods that incorporate the desired capabilities. The capabilities are summarised as follows.

What we would like to use the model for:

Understand the behaviours of different types of farmers and land managers, how they are influenced by agriculture and land use policy

Policy success is intrinsically linked to stakeholder behaviours and decisions. For example, unless farmers and land managers take-up an incentive, the policy won't succeed. This stakeholder participation is key and therefore diversity in farmer and land manager behaviour should be investigated and modelled rather than being treated as a single homogeneous group.

¹ Depending on the experience of the researcher, they might wish to propose additional oversight from a senior researcher

Different types of farmers and land managers² may react differently when faced with the same policy. For example, some land managers may not be primarily driven by profit, but rather, by positive environmental impact. We would want to explore potential winners and losers of certain policy schemes and explore new techniques in the roll out of schemes to see if policy uptake is affected.

This will include understanding how different farmers and land managers are influenced by payments, other incentive techniques and policy interventions such as regulations. We also want to explore how traditional market motivators might change outside of the current policy environment, for example; how much farmers adjust production in response to prices or subsidy.

We would like to be able to understand the importance of interactions between farmers, land managers and their sources of advice and influence, and the resulting impacts of these interactions on policy success.

Understand how the behaviours of agents then result in impact on agriculture and the environment

The modelling should help show how the decisions made on the farmer and land manager level impact the larger environmental and agricultural system. See annex 1 for a brief summary of the environmental and agricultural outcomes of interest.

Create a range of simulated scenarios for comparison

Models integrating stakeholder behaviours do not have the capacity to 'predict' due to the level of complexity required in order to appropriately represent the system. Instead, a series of scenarios can be simulated and their results compared. These scenarios can show different policies, different levels of payments or different communication methods. The results of these can be used to decide the most effective way of implementing a policy. We would wish to simulate different policy scenarios in order to determine the best approach as well as using the simulations to provide an illustration of how a policy roll out will affect different farmers and land managers and their behaviours. Ultimately we would also wish to understand how these behaviours impact the environmental and agricultural outcomes our policies seek to achieve.

Uncover any unforeseen interactions between policies

The model will be used to uncover all potential interactions and to help evaluate whether there are undesirable effects of these interactions. The model would incorporate policies targeting agriculture and environmental land management. When policies are designed, the secondary impacts and interactions are not necessarily known. The model would be used to look into these wider impacts and where these intersect with other policies.

² Identification and definition of these farmer and land manager types is not to be included in this study

Construct a simulated counterfactual to use in ex-post evaluation of policy impact.

In the future, evaluation of the policies implemented will need to be conducted. The model should be able to simulate a counterfactual 'world without change', this could be compared with the real-world situation to evaluate the policy's impact. The counterfactual environment would include events that occurred during the period which were not caused by our policy changes, such as other policies (e.g. trade) or market prices.

What the model would need to take into consideration:

Agent behaviours

The model would need to include several heterogeneous agent types, each with different weighting of characteristics that represent their differing likelihoods of making a given decision. For example, an agent with more capital to invest is more likely to spend money to change their equipment or practices in order to remain being compliant or to receive new payments.

Interactions

Interactions between agents and the policies will need to be modelled. Interactions between agents themselves are also considered to be important for the system we wish to model. These interactions can be understood as 'communication' between agents, either the same type of agent or a different type. This communication feeds into how a decision is made by an agent, for example being more likely to do something because a neighbour or similar land manager is doing it.

As the natural environment across England is vast and differing, with some areas not being conducive to certain types of farming, a farmer or land manager should behave and make decisions based on their environment. This can be understood as what brings the best yield or environmental outcomes that a particular type of agent conspires to be optimal.

Impacts of current policy on behaviour and decision making

It is important to state that the historically significant changes expected in the future – move away from the direct subsidy regime farmers have had for the last 50 years, to payment for market and public (ecosystem) services – will pose a challenge for modelling farm behaviour going forward. Any work to build a model of farmer and land manager behaviour will require exploring the extent to which the current policy environment of CAP has been structurally dominant on the behaviour of farmers and land managers, to understand what other drivers are fundamental to decision-making outside of an environment affected by current policy, for example; lifestyle and farming heritage.

Potential modelling approach:

Because we wish to use existing models and data as far as possible in constructing a new model, our current thinking on the modelling approach is to use different modules or levels of

the model that can then all be brought together. For illustration an example is given below in Figure 1.

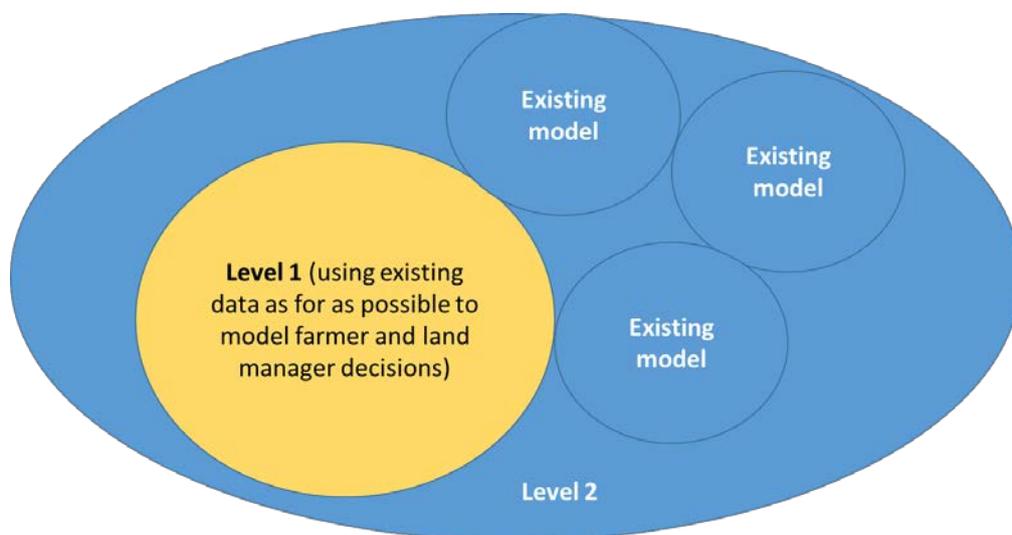


Figure 1: Illustration of potential approach to modelling

Level 1 would look at modelling farmer and land manager behaviours and decision-making relating to the use of their land. It would start with attempting to model the immediate impacts of key policy changes on land manager actions (for example; participation in environmental schemes or use of land for agriculture). This level can be used for a lot of the behavioural exploration policy want e.g. identify the level of payment needed to get a critical mass of participation or explore who the winners and losers of new payment schemes. It's at this level that we consider building an agent based model may be a useful tool.

Level 2 would add in new layers which model the impact of the changes in farmer and land manager behaviours (from in level 1) on the medium term and long term outcomes of policy interest³. In other words, the "input variables" to level 2 would be based on the results of the level 1 modelling. We would ideally employ existing environmental and agricultural models at level 2 to build-on to the level 1 unit as far as possible.

Producing a plan for developing level 1 of the model would be the core aim of this study. Nevertheless, alternate proposals for the overall approach are welcome where they can be justified and enable us to minimise resource required/use existing models and data as far as possible.

Objectives of the Study

³ As outlined as a medium-term policy outcome, please see annex 1 for more policy outcomes.

There are a number of objectives that the scoping study should achieve, these predominantly look at exploring the current capabilities of Defra and the method of developing a model which incorporates different agent behaviours. Given the complexity of the system in which our policy outcomes are situated, we need to understand the available modelling options, e.g. agent based modelling, and the extent to which they can support the objectives above. The central aim of this study is to come up with a plan for developing level 1 of the model which:

- Uses existing data and knowledge as far as possible, minimising the need to collect additional data/evidence
- Allows us to link level 1 to existing models so as to build in higher levels at a later date
- Can be used and maintained by Defra staff to ensure future value of the model

The four objectives and associated key questions to be answered are summarised below.

1 Review potential options and suggest the most suitable method of building a model at level 1 given existing resources and constraints.

We want to know what modelling methods could be used to develop a model that would simulate farmer and land manager behaviours and decision-making and the immediate impacts of policy changes on these decisions and actions. The most suitable of the methods should be suggested and reasons for its selection explained.

Currently, the main source of historical data at the farm level is from the Farm Business Survey and Farm Practice Survey. The main knowledge resource would need to come from existing studies of farm behaviour in addition to expert input. It should also be considered that all data we currently have has been collected in a world with CAP and Pillar 1 payments. When attempting to construct a model for the future where Pillar 1 payments are removed, we will need to formulate assumptions of the extent to which behaviour may deviate from history in order to construct the model. In addition, we will have no suitable data which can be used to validate model performance in such distinct scenarios, and we may need to rely more heavily on other types of evidence or knowledge.

Key questions:

Which method of modelling best balances our need to meet the objectives of the project whilst minimising resource, time and complexity of the model?

Will we be able to make robust assumptions to feed into the model based on the research and knowledge we already have?

2 Identify existing models which might be used to help build “higher tier levels” of the model.

Defra has internal models in use that look at external trade (UK Agricultural Markets Model - UKAMM), disease mitigations (Food and Mouth Disease - FMD) and access to the NEV model suite (Natural Environment Valuation). We would want these, plus any other models of interest, to be evaluated as to their suitability for:

Modelling the longer term outcomes of interest for our policy areas, for example, whether the outputs from the existing models match our policy outcomes of interest⁴, and
Coupling these existing models with the level 1 model – whether the output for our level 1 model can be formulated to match the “inputs” for the level 2.

We are working on a list of indicators that show the depth and breadth of issues across the Programme. This work should assess which of these can easily be incorporated and which would be more challenging within options proposed.

Examples of these policy areas and a few of their key indicators can be found in annex 1.

Key questions:

What models currently available may be employed to achieve our objectives?

3 Identify data variables that can be used to build a model at level 1, their characteristics, and implications for building the model

Considering the suggested method of modelling put forward for objective 1, we want to understand what data would be required to build this model. Please note that the outputs from level 1 will need to link to the existing models from objective 2.

This should involve evaluating the data currently available and giving consideration of how it can be updated in the future. If there are any extra data requirements that may benefit the model, we would need information and guidance on what additional data would need to be collected as well as a clear understanding of the importance of it and granularity required.

Key questions:

Based on the most efficient method as developed for output 1 and agreed with Defra:

What data currently available can be employed to meet our objectives?

Are there any extra data requirements that are essential to developing the level 1 model?

If so, what are required?

4 Set out a plan for building the level 1 model, detailing the data, knowledge and personnel resources required.

5

For the agreed method, guidance on the next steps in order to develop and build the model would be needed. This would involve setting out the major tasks that would need to be accomplished along the way. The expertise and personnel required to construct the model would also need to be outlined as well as those which would be required by a Defra official in order to keep the model updated, used and understood. Guidance on the different delivery methods available, for example; bringing someone in-house, commissioning out or partnership with a university would also be required.

⁴ Examples of these policy areas and a few of their indicators can be found in annex 1.

In the case that a suitable method and model cannot be found, guidance on an alternative approach that could still offer value, and insights on the impacts of stakeholder decisions on the system, would be expected.

We would like estimates of the anticipated costs and timelines for the further development of this model to be put forward⁵.

Key questions:

Where and how do we start the modelling process?

What is the best starting point – e.g. only look at one policy area or just one set of agents?

Current Work of Interest

There is already some work within the programme that would aid the scoping study and should link in with this project. These include separate projects of their own, in addition to starting to explore the data availability and behavioural insights work we have.

Below is an overview of the work we currently have going that will be useful going forward.

Systems mapping

This project has been looking into interconnectivity between policy areas, mapping these interactions to aid with quality policy and delivery design. It has mapped 4 key policy areas; productivity & resilience, animal and plant health and welfare, thriving rural communities and environmental land management.

A systems map has been produced with help from external experts. The map includes policies, impacts and factors across the agricultural, environmental and social system. This map has allowed us to investigate connections between factors and impacts that may not have immediately have been thought to be linked. The map has the ability to show us what factors are heavily influencing and those that are heavily influenced.

The hope is that the map can be used to help model the system and consider how wide the simulation system should be.

The map is constantly being updated and at the moment it is being prepared for a round of more detailed analysis.

Conceptual model

A first draft of a simple conceptual (theoretical) model has been developed, looking at the cycle of changes and reactions as well as the decision making process for a single set of agents. This was developed when considering just one policy, integrating theory of change thinking and has primarily been used for illustrative purposes. It has additionally acted as a

⁵ Please note that the award of this contract does not guarantee award of a contract for future work on this project.

tool for us to understand what factors we need to consider when building the model and what inputs and outputs we would want. The outputs include the behaviours we would like farmers and land managers to show, such as participating in environmental schemes.

Segmentation

Work has previously been done that looked into segmentation⁶ of farmer groups. This looked at 5 different 'segments' that farmers fall into, predominantly based of their outlook, and approach to farming and lifestyle. The five groups – custodians, lifestyle, pragmatists, modern family businesses and challenged enterprises – also had their physical characteristics explored, such as size, type of farm and income.

As we want to model different types of agents, this work is potentially a good place to start when considering how we split the agents and model key influencers in their decisions.

Indicators and data currently available

As policy changes occur, there is a need to monitor change over time that can inform policy making and understand the impact of policy. Using outcomes defined by policy teams, a list of indicators has been compiled, identifying whether data is currently available or whether there are gaps.

These indicators will allow us to track progress in the agricultural, environmental and rural sectors and help quantify the impact of policy. We would want our model (or set of models) to include these as outputs in order to understand how effective a simulated scenario could be on the outcomes we wish to achieve.

The available data and indicators are discussed further below and details of them can be found in annex 1.

Outputs and Timeline

The purpose of the scoping study is to come up with a plan for developing level 1 of the model which will be able to deliver our objectives and be of use to policy teams in the future. Outputs would need to address all the objectives set out the specification.

Defra are looking for an individual researcher (or equivalent resource) to undertake this work who is able to manage their time and the outputs and will work with us closely over the course of 5 months. Below is a guide timeline for the production of the outputs:

- Initial meeting with Defra team to understand the key ambitions for such a model and set these out so that they underpin the remainder of the project – Month 0
- 1 page document listing the types of modelling approaches which will be examined (so that Defra can review/input before research commences). Month 0.

⁶ [Understanding Behaviours in a Farming Context](#) (2008)

- Interim report covering the examination of existing data and models and an assessment of potential methods of building a model – Month 3
- Meeting to agree most suitable model approach based on interim report - Month 3
- A draft final report covering all 4 objectives– Month 4
- Final report incorporating any feedback/review from Defra - Month 5
- Final meeting and presentation of work - Month 5

The reports should be submitted in Microsoft Word or PDF format.

Before the interim report is written, a list of the models and methods being examined should be provided and agreed on by Defra.

Draft reports should be provided to Defra in order to give feedback before the finalised versions.

In addition to these outputs, weekly catch up calls between the contractor and Defra in-house project manager and team will be required.

The work will be desk-based and the contract will be for a period of 5 months.

Expertise Required

The following knowledge and expertise would be required from any successful contractor:

- Experience in, or if not demonstrable detailed knowledge of, either agent-based or social simulation modelling.
- Broad knowledge of approaches to systems mapping, modelling and analysis.
- Experience in either environmental or agricultural policy analysis.
- Proven track record of communicating outcomes to customers (or similar) in a clear and timely fashion.
- Evidence of timely project delivery

Programme of Work

The supplier will provide incremental reporting as outlined above, meet any reasonable requests for additional progress updates and agree to meet with Defra officials as and when required.

The supplier must meet the timescales proposed in its Tender and subsequently agreed by Defra, subject to any reasonable adjustments required by Defra and recorded in the contract. The supplier will notify Defra without delay if there is a risk that they may be unable to meet these timescales.

Defra will inform the supplier without delay if there is any deficiency in the quality of services provided under the contract. The supplier will take steps to ensure any problems are resolved as a matter of urgency.

Risks and Data Security

The Contractor is required to implement appropriate arrangements for data security at all times. Processes should be in place for data being returned and safeguarded against loss, including appropriate risk management procedures. Tenderers should confirm within their response that such procedures will be implemented and outline the technical measures to be put in place to meet such requirements.

Project Governance

The quality of service provided by the Contractor will be regularly monitored by Defra against the Methodology and Outputs and timetable requirements outlined in this Specification of Requirements.

The Contractor will meet any reasonable requests to provide progress updates, in addition to the incremental reporting requirements stipulated above.

The Contractor will appoint a nominated person of an appropriate grade to be the Contractor's Authorised Representative to manage the provision of service and liaise with Defra as required. During any interactions with Defra (e.g. meetings, teleconferences, emails) it will be assumed that the Contractor's Authorised Representative will be able to make critical decisions.

Costs

The Contractor will be responsible for all travel and subsistence costs related to the work and the supply of labour, material and equipment. All travel and subsistence costs should be in line with Defra's Travel and Subsistence policy below.

Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate (Upper Limit)
London (Bed and Breakfast)	£130
UK Other (Bed and Breakfast)	£75
Rates for specific cities (bed and breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night

Annex 1 – Key Policy Outcomes of Interest

We are working on a list of indicators that show the depth and breadth of issues across the Programme.

The following table shows a small selection of the medium to long term policy outcomes we are wanting to track and some of the indicators for these outcomes. It's likely that these indicators would be “outputs” of level 2 (or of higher levels of the model), whereas level 1 would focus on modelling farmer and land manager decisions as to how to use their land (e.g. the agricultural produce grown, the take up of environmental or animal health schemes etc.).

Policy Area	Policy Outcome	Indicator	Comments	Potential Sources of Data
Productivity and Resilience	Debt and Income levels (from agriculture and other sources)	Farm business income	Medium-term outcome	Farm Business Survey Farm Business Survey
	Increased productivity	Total factor productivity from FBS and National accounts	Long-term outcome	
Animal and Plant Health	Reduction in risk of spread of pests and disease	Percentage of diseased trees	Medium-term outcome	Farm Practices Survey Veterinary Medicines Directorate or UK-VARSS
	Reduced use of antibiotics	Total sales of antibiotics for use in food producing species from Veterinary Medicines Directorate	Long-term outcome	
Animal Welfare	Farmers incentivised to change practices	Number of farmers taking up assurance schemes	Medium-term outcome	Farm Practices Survey
	Improved levels of farms achieving minimum standard animal welfare	Number of improvement notices issued	Long-term outcome	

Policy Area	Policy Outcome	Indicator	Comments	Potential Sources of Data
Thriving Rural Communities	Higher, more secure rural employment	Number in permanent employment	Long-term outcome	Mid-year Population Estimates (ONS) Annual Survey of Hours and Earnings (ONS) UK labour Force Survey (ONS) Economic Inactivity by Reason (ONS) Old-age Dependency Ratio (ONS)
	Demographic sustainability	Economic inactivity	Long-term outcome	
Environmental Land Management	Reduced ammonia emissions from agriculture	Ammonia emissions from agriculture	Medium-term outcome	National Atmospheric Emissions Inventory (NAEI) Environment Agency
	Improved soil health	Soil health	Long-term outcome	

Supplier Methodology

General Approach

[Redacted]

[Redacted]

How we will review and evaluate modelling methods and data

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

SCHEDULE 5: INCEPTION MEETING MINUTES

Defra – Eunomia Inception Meeting

27th June 2019 11:00

Nobel House, London & Dial in

[REDACTED]

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Next meeting: 5th July 2019 time tbc