



Department
for Environment
Food & Rural Affairs

Defra Future Farming & Countryside Programme
Commercial
Team London
England
SW1P 3JR

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www.gov.uk/defra

██████████
Sylva Wood Centre, Long Wittenham

ABINGDON

Oxfordshire

OX14 4QT

Your ref: 224
Our ref: ECM_57324

Date: 19 February 2020

Dear ██████████

Award of contract for the supply of services for *Woodland creation software for LMPs*. —

Following your proposal for the supply of services to the Department for Environment Food, & Rural Affairs (Defra), to

- I. Consult with stakeholders and co-design a woodland creation online platform, with links to existing decision support tools, by 27th March 2020. [R&D Phase1]
- II. Build and launch a working version of the woodland creation platform in readiness for tree planting season 2020/21, and conduct field tests with partners and an advisor network, by 30th October 2020. [IT Build Phase 1]
- III. Deliver 25 Woodland Creation schemes in Year 1 [Field Testing Phase 1], and an additional 50 in Year 2 [Field Testing Phase 2] using existing woodland creation support schemes (e.g. Partnership Innovation Fund-Northern Forest; Countryside Stewardship; Woodland Carbon Fund).
- IV. Review performance and stakeholder feedback, and submit interim report by December 2020 [R&D Phase 2], and implement improvements and enhancements to the woodland creation platform, by 30th April 2021 [IT Build Phase 2].
- V. Conduct a second phase of field trials during a second tree planting season (2021/22), with an augmented range of stakeholders and partners, and evaluate post-planting outcomes from previous season, by 29th October 2021. [Field Testing Phase 2]
- VI. Complete monitoring and evaluation of the project with partners and supporters, and submit a detailed evaluation report by 30th May 2022. [Monitoring & Evaluation];

We are pleased to award this contract to you.

This letter (Award Letter) and Annexes set out the terms of the contract between Defra as the Customer and *Sylva Foundation* as the Contractor for the provision of the Services set out the final agreed Contractor's proposal included at Annex 2 of this Award Letter, including without limitation to deliver the objectives set out in section 1.3 of the Contractor's proposal. 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 Charges for the Services shall be as set out in section 2 of the Contractor's proposal attached at Annex 2 of this Award Letter and in the milestone payment schedule attached at Schedule 1 to Annex 2 of this Award Letter
- 2) The Specification of the Services to be supplied by the Contractor is as set out in section 1 of the Contractor's proposal attached at Annex 2 of this Award Letter. Notwithstanding any language in the Contractor proposal to suggest the contrary, the specification of the Service as set out in the Annex 2, including without limitation delivery of the proposed objectives and deliverables within the specified timescales, have been agreed by the Parties as definitive and the proposal form shall be interpreted accordingly (for example, where the proposal states that the Contractor "intends" or "aims" to deliver specified objectives or deliverables, this shall be interpreted as stating the Contractor will deliver the objectives or deliverables).
- 3) The Contractor acknowledges the information contained in the Monitoring and Evaluation Information Leaflet attached at Annex 3 of this Award Letter and will provide co-operation and information as required by the evaluation team (led by ICF) for evaluation purposes, including without limitation by providing the information and assistance specified in the section headed "your role in the evaluation".
- 4) The Term shall commence on 01/02/2020 and the Expiry Date shall be 30/06/2022 on which the contract will end unless extended or subject to early termination.
- 5) The address for notices of the Parties are:

Contractor

Customer

Defra
Nobel House, 17 Smith Square
London
England
SW1P 3JR

Sylva Wood Centre, Long Wittenham
ABINGDON
Oxfordshire
OX14 4QT
Attention: [REDACTED]

Email: [REDACTED]

Attention: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]
[REDACTED]

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

Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to your Test and Trials Officer. 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 [REDACTED]

Between 09:00-17:00 Monday to Friday.

Liaison

For general liaison your contact will continue to be [REDACTED] [REDACTED] [REDACTED] or, in their absence, [REDACTED] [REDACTED] Direct Line [REDACTED] [REDACTED] [REDACTED] and [REDACTED] [REDACTED] are Joint Head of the ELM Tests and Trials Programme.

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 Services. 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] | Defra group Commercial
North Gate House 300 | Reading, RG1 1AF

[REDACTED]
Tel. [REDACTED]



Department
for Environment
Food & Rural Affairs

Short Form Contract

Conditions of Contract for Services

Contract Reference ECM_57324

Date : 19 February 2020

Contents

1.	INTERPRETATION	1
2.	BASIS OF AGREEMENT	4
3.	SUPPLY OF SERVICES	4
4.	TERM.....	5
5.	CHARGES, PAYMENT AND RECOVERY OF SUMS DUE.....	5
6.	PREMISES AND EQUIPMENT	6
7.	MONITORING OF CONTRACT PERFORMANCE	7
8.	STAFF AND KEY PERSONNEL	9
9.	ASSIGNMENT AND SUB-CONTRACTING.....	9
10.	INTELLECTUAL PROPERTY RIGHTS	10
11.	GOVERNANCE AND RECORDS.....	10
12.	CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY	11
13.	FREEDOM OF INFORMATION.....	12
14.	PROTECTION OF PERSONAL DATA AND SECURITY OF DATA.....	13
15.	LIABILITY.....	16
16.	FORCE MAJEURE.....	17
17.	TERMINATION.....	17
18.	COMPLIANCE.....	18
19.	PREVENTION OF FRAUD AND CORRUPTION.....	19
20.	DISPUTE RESOLUTION.....	19
21.	GENERAL	20

22. NOTICES 21

23. GOVERNING LAW AND JURISDICTION..... 21

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS..... 22

1. Interpretation

1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">• 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 Secretary of State for Environment, Food and Rural Affairs;
“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;

Term	Description
“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;
“Intellectual Property Rights”	means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
“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;

Term	Description
“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 Services to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Regulations”	means the Public Contract Regulations 2015 (SI 2015/102);
“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 set out in section 1 of the Contractor’s proposal attached at Annex 2 to the Award Letter, including without limitation to deliver the objectives specified at section 1.3 of the proposal and including any modified or alternative services as may be agreed from time to time in accordance with the Agreement;
“Specification”	means the specification for the Services set out in section 1 of the Contractor’s proposal attached at Annex 2 to 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	Description
“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:

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) 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;
- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.3 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

1.4 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:

- (a) co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;

- (b) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
- (c) provide co-operation and information as required by the evaluation team for evaluation purposes as specified in the Monitoring and Evaluation Information Leaflet attached at Annex 3 to the Award Letter, including without limitation by providing the information and assistance specified in the section headed "your role in the evaluation";
- (d) 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;
- (e) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
- (f) comply with all applicable laws; and
- (g) provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.

5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

- 5.4 Where the Charges are to be paid by way of milestone payments, the Customer shall not be obliged to pay any milestone payment unless the criteria and outputs relating to the relevant milestone have been delivered to the reasonable satisfaction of the Customer.
- 5.5 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.
- 5.6 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 17.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 5.7 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.
- 5.8 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- (a) provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
 - (b) 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.
- 5.9 In this clause 5.8, "sub-contract" means a contract between two or more Contractors, at any stage of remoteness from the Customer 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.
- 5.10 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(g), 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. Monitoring of Contract Performance

- 7.1 If the Customer informs the Contractor in writing that the Customer reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Customer, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Customer.
- 7.2 The Contractor shall immediately inform the Customer if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- 7.3 In addition to its rights under Annex 3 to this Agreement, the Customer may at periodic intervals (each being a "**Review Date**") carry out a review of the performance of the Contractor ("**Checkpoint Review**"). Without prejudice to the generality of the foregoing, the Customer may in respect of the period under review consider such items as (but not limited to): the Contractor's delivery of the Services; the Contractor's contribution to innovation in the delivery of the Services; whether the Services provide the Customer with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.
- 7.4 The Contractor shall provide at its own cost any assistance reasonably required by the Customer to perform such Checkpoint Review including the provision of data and information.

- 7.5 The Customer may produce a report (a "**Checkpoint Review Report**") of the results of each Checkpoint Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Customer's expectations and the Contractor's obligations under the Agreement.
- 7.6 The Customer shall give the Contractor a copy of the Checkpoint Review Report (if applicable). The Customer shall consider any Contractor comments and may produce a revised Checkpoint Review Report.
- 7.7 The Contractor shall, within 10 Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Customer with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.
- 7.8 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under the Agreement identified by the Checkpoint Review Report, or those which result from the Contractor's failure to meet the Customer's expectations notified to the Contractor or of which the Contractor ought reasonably to have been aware) shall be implemented at no extra charge to the Customer.
- 7.9 If the Customer reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Agreement, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Customer may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Agreement or is otherwise unsatisfactory.
- 7.10 If the Contractor has been notified of a failure in accordance with clause 7.9 the Customer may:
- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Customer and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Customer within the specified timescale; and/or
 - (b) withhold or reduce payments to the Contractor in such amount as the Customer deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Customer.
- 7.11 If the Contractor has been notified of a failure in accordance with clause 7.9, it shall:
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Customer and to prevent such failure from recurring; and
 - (b) immediately give the Customer such information as the Customer may request regarding what measures are being taken to comply with the obligations in this clause 7.11 and the progress of those measures until resolved to the satisfaction of the Customer.
- 7.12 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause 7.11 within the time specified by the Customer, the Customer may treat the continuing failure as a material breach and may terminate the Agreement immediately on notice to the Contractor.

8. Staff and Key Personnel

- 8.1 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:
- (a) refuse admission to the relevant person(s) to the Customer's premises;
 - (b) direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - (c) 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,
 - (d) and the Contractor shall comply with any such notice.
- 8.2 The Contractor shall:
- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - (b) 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
 - (c) procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 8.3 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.
- 8.4 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.

9. Assignment and sub-contracting

- 9.1 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.
- 9.2 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.
- 9.3 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.

10. Intellectual Property Rights

- 10.1 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.
- 10.2 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.
- 10.3 The Contractor hereby grants the Customer:
- (a) 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
 - (b) a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (i) any Intellectual Property Rights vested in or licensed to the Contractor on the date of the Agreement; and
 - (ii) 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.
- 10.4 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.

11. Governance and Records

- 11.1 The Contractor shall:
- (a) 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

- (b) submit progress reports to the Customer at the times and in the format specified by the Customer.
- 11.2 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.

12. Confidentiality, Transparency and Publicity

- 12.1 Subject to clause 12.2, each Party shall:
 - (a) 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
 - (b) not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 12.2 Notwithstanding clause 12.1, a Party may disclose Confidential Information which it receives from the other Party:
 - (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
 - (b) to its auditors or for the purposes of regulatory requirements;
 - (c) on a confidential basis, to its professional advisers;
 - (d) 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;
 - (e) 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 12.2(e) shall observe the Contractor's confidentiality obligations under the Agreement; and
 - (f) where the receiving Party is the Customer:
 - (i) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (ii) 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;
 - (iii) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (iv) in accordance with clause 13.

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.

- 12.3 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.
- 12.4 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.

13. Freedom of Information

- 13.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- (a) 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;
 - (b) 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;
 - (c) 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
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 13.2 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.
- 13.3 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.

14. Protection of Personal Data and Security of Data

- 14.1 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.
- 14.2 The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 14.3 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.
- 14.4 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:
 - (A) are aware of and comply with the Contractor's duties under this clause;

- (B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - (D) 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.
- 14.5 Subject to clause 14.6 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.
- 14.6 The Contractor's obligation to notify under clause 14.6 shall include the provision of further information to the Customer in phases, as details become available.

- 14.7 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 14.6 (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.
- 14.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 14. 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.
- 14.9 The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.
- 14.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 14.11 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 14 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.
- 14.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

- 14.13 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).
- 14.14 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.
- 14.15 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.
- 14.16 This clause 14 shall apply during the Term and indefinitely after its expiry.

15. Liability

- 15.1 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.
- 15.2 Subject always to clauses 15.3 and 15.4:
- (a) 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
 - (b) except in the case of claims arising under clauses 10.4 and 19.3, in no event shall the Contractor be liable to the Customer for any:
 - (i) loss of profits;
 - (ii) loss of business;
 - (iii) loss of revenue;
 - (iv) loss of or damage to goodwill;
 - (v) loss of savings (whether anticipated or otherwise); and/or
 - (vi) any indirect, special or consequential loss or damage.
- 15.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- (a) death or personal injury caused by its negligence or that of its Staff;
 - (b) fraud or fraudulent misrepresentation by it or that of its Staff; or
 - (c) any other matter which, by law, may not be excluded or limited.

- 15.4 The Contractor's liability under the indemnity in clause 10.4 and 19.3 shall be unlimited.
- 15.5 The Contractor shall indemnify the Customer and keep the Customer indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities (including third party claims) which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Agreement or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

16. Force Majeure

- 16.1 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.

17. Termination

- 17.1 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.
- 17.2 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:
- (a) (without prejudice to clause 17.2(g)), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - (b) 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;
 - (c) 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;
 - (d) where required to do so by law or regulatory authority;
 - (e) the Agreement should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union;

- (f) undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - (g) breaches any of the provisions of clauses 8.2, 12, 13, 14 or 18;
 - (h) 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 17.2(h)) in consequence of debt in any jurisdiction; or
 - (i) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 17.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 17.2(f) or any potential such change of control.
- 17.4 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.
- 17.5 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, 10, 11.2, 12, 13, 14, 15, 17.6, 18.4, 19.3, 20 and 21.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 17.6 Upon termination or expiry of the Agreement, the Contractor shall:
- (a) give all reasonable assistance to the Customer and any incoming Contractor of the Services; and
 - (b) return all requested documents, information and data to the Customer as soon as reasonably practicable.

18. Compliance

- 18.1 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.
- 18.2 The Contractor shall:
- (a) comply with all the Customer's health and safety measures while on the Customer's premises; and
 - (b) 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.
- 18.3 The Contractor shall:

- (a) 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
 - (b) take all reasonable steps to secure the observance of clause 18.3(a) by all Staff.
- 18.4 The Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 18.5 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
 - (a) the Official Secrets Acts 1911 to 1989; and
 - (b) section 182 of the Finance Act 1989.

19. Prevention of Fraud and Corruption

- 19.1 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.
- 19.2 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.
- 19.3 If the Contractor or the Staff engages in conduct prohibited by clause 19.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
 - (a) 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
 - (b) recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

20. Dispute Resolution

- 20.1 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.
- 20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, 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.

- 20.3 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.

21. General

- 21.1 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.
- 21.2 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.
- 21.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 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.
- 21.8 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.

22. Notices

- 22.1 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 22.3, 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:
- 22.2 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.
- 22.3 Notices under clauses 16 (Force Majeure) and 17 (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 22.1.

23. Governing Law and Jurisdiction

- 23.1 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:

Defra Group Data Protection Officer, Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor, Seacole Block, 2 Marsham Street, London SW1P
 Email: DefraGroupDataProtectionOfficer@defra.gov.uk
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 14.1.
Subject matter of the processing	The processing is necessary for the Contractor to provide the Services and to inform monitoring and evaluation of the Environmental Land Management Tests and Trials Programme.
Duration of the processing	The term of the Agreement as set out in the Award Letter.
Nature and purposes of the processing	The nature of the processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means). The purpose is to provide the Service in relation to tests and trials for Environmental Land Management and to enable monitoring and evaluation (M&E) of tests and trials
Type of Personal Data	Names, addresses, telephone numbers, email addresses and any other personal data as may be outlined in the Specification,
Categories of Data Subject	Staff members, Farmers, land managers and land manager advisers.

<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>The data will be retained for no longer than it is necessary for the purposes for which it is processed and in any event no longer than the later of: (i) December 2027, and (ii) the date the National Pilot of Environmental Land Management has finished. All personal data will at that point either be destroyed or returned to Defra.</p>
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Environmental Land Management: Tests and Trials



Department
for Environment
Food & Rural Affairs

Proposal Development Form

Environmental Land Management: Tests and Trials



Department
for Environment
Food & Rural Affairs

Proposal Development Form

This form will enable you to provide us with more detail about your proposal so we can consider how it will contribute to the development of the new Environmental Land Management (ELM) system.

The form collects information to help understand the following questions:

- What it is you will test or trial
- Whether this will be a test, trial or both, and the rationale for this
- How this will contribute to the design of the new ELM system
- How you propose to undertake your test or trial
- Who will be involved

- Timescales, including milestones of your test or trial
- How much it will cost and what funding you are seeking from Defra
- How you will monitor and evaluate your test or trial

Please read through the Funding and Reimbursement policy prior to completing this form.

Proposal Ref:	224
Proposal Name:	Woodland creation as part of LMPs
Tests and Trials Officer	██████████

Section 1. Proposer Details

1.1	Name of lead applicant / organisation	Sylva Foundation
1.2	Organisation address, including postcode and telephone number	Sylva Wood Centre Little Wittenham Road Long Wittenham Oxfordshire OX14 4QT
1.3	Main contact name (if different from 1.1) a) Name b) Email c) Telephone	██████████ ████████████████████ ████████████████

1.4	<p>What is the legal status of your organisation? We need this information to draw up any agreement with you if funding is required from Defra. Examples include:</p> <p>Trading status</p> <ul style="list-style-type: none"> a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector <p>other (please specify your trading status)Applicant / Organisation telephone number</p>	Other (please specify)
1.5	Is the applicant / organisation linked to any other business or organisation through shared ownership or control?	No
	<p>Sylva Foundation is a charity registered in England and Wales 1128516 and in Scotland SC041892. Also a non-profit making company limited by guarantee, registered in England No.06589157.</p>	

Section 2. Proposal Scope

2.1	Is this a test, trial or both?	Both
<p>Tests – focus on specific elements or likely building blocks of the new system. They will be short, low risk, involve limited funding, few participants and will be explorative and iterative. <i>(For example a workshop or structured interviews could be used to test a land management plan).</i></p> <p>Trials – test the feasibility of new ideas. They will run for varying lengths of time. We will trial innovative and novel approaches to help us evaluate how we might cost-effectively roll these out more widely. Trials can run for various lengths of time and may run beyond 2022. They are more complex and could take longer to establish.</p>		

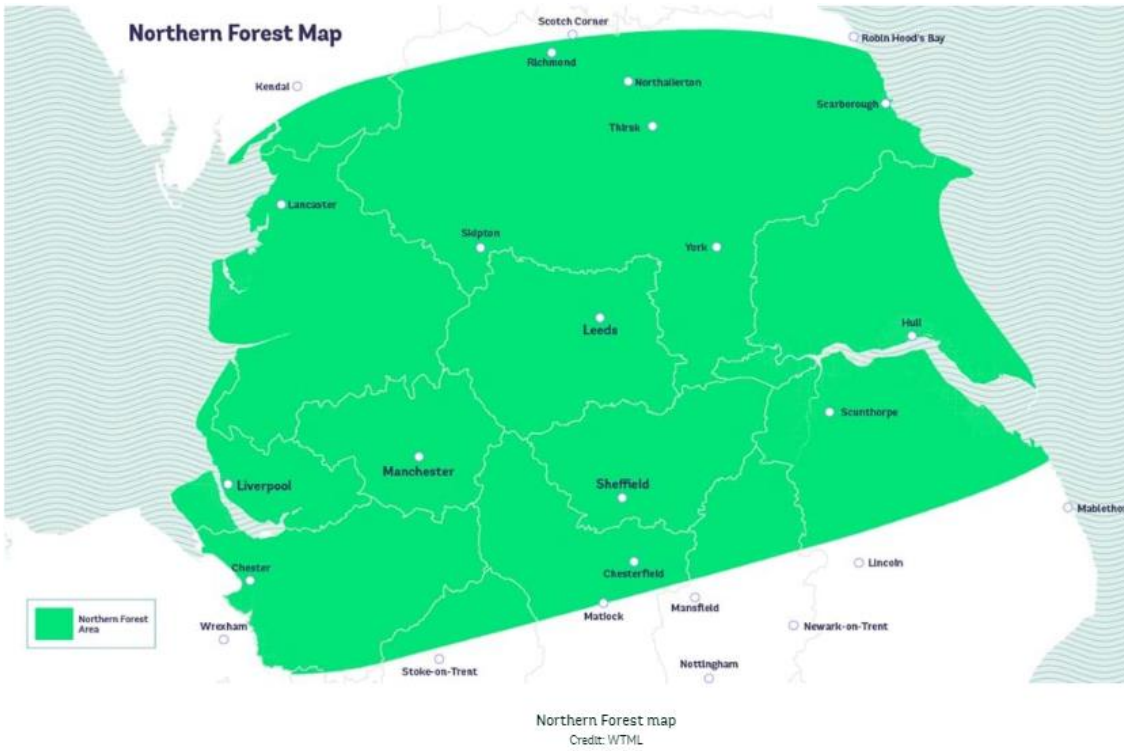
2.2	<p>Please describe briefly the purpose of your to test or trial and how it addresses one or more of the policy questions (as set out in the guidance).</p> <p>Consider the following ELM theme areas and how your proposal meets one or more of them;</p> <ul style="list-style-type: none"> • <i>New and Innovative Mechanisms</i> - <i>Mechanisms that will support the delivery of the new scheme (such as adopting new technology or novel approaches to establishing and making payments), that have not been used previously within agri-environment schemes and/or where the mechanism has not previously been used at the proposed scale.</i> • <i>Payment mechanisms</i> – <i>focusing on how the new system will pay participants and the different mechanisms available</i> • <i>Land Management Plans</i> – <i>looking at what mechanism will participants use to plan and record which public goods they will deliver</i> • <i>Advice and Guidance</i> – <i>considering what expert support participants will require to help them plan and record the public goods they will deliver</i> • <i>Spatial Prioritisation</i> – <i>looking at what mechanisms are available to set and agree local priorities within a national framework for the delivery of public goods</i> <p>The purpose of this Test and Trial is to co-design and then assess a range of innovative methods for providing greater knowledge and improved management of woodland creation for a wide range of stakeholders at different holding scales and across different landscapes.</p> <p>It will address aspects across all five policy areas as follows:</p> <p><i>New and Innovative Mechanisms</i> - Through stakeholder engagement and co-design we will assess the level of woodland creation decision support required by a range of stakeholders. We will use the information gained from this to build and then test a new woodland creation platform. The use and efficiency of the decision support tool will be assessed by a wide range of participants (amateur to expert) in the field.</p> <p><i>Payment mechanisms</i> – A platform will be co-designed to produce outputs that could be used to trigger payments. For example, an auto-generated report could be submitted by a participant as a condition of payment. Participants will help design, then review effectiveness of the system. The outputs will be flexible enough to plug in or allow connections with a future ELM system (e.g. exporting data to an agreed standard/format).</p> <p><i>Land Management Plans</i> – We will test how a platform can be effective in guiding participants in preparing a Woodland Creation Plan, and explore how such a detailed plan can also form part of a land management plan or holding-scale plans required under ELM. Woodland Creation Plans will be co-designed then tested with stakeholders for efficacy and improved woodland creation.</p> <p><i>Advice and Guidance</i> – A core part of the project is to assess the level of advice and guidance required for the development of quality woodland creation projects. We will explore how the platform can be integrated with decision support tools through contextual help, with embedded smart links to external decision support tools</p>
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	<p>including Forest Research's Ecological Site Classification (ESC), MAGIC, and the Land Information Search. Such support may be linked seamlessly with geographic data thanks to the embedded mapping tools. In collaboration with partners, the efficacy of practical advice and guidance will be explored via networks of external advisors.</p> <p>Spatial Prioritisation – We will explore how mapping elements of the platform could readily support specific regional prioritisation for ELM if required. We will test how any such priorities or specific guidance can be tailored for participants to guide decision making and planning. In this Test and Trial we propose that during Phase 1 we will prioritise working with the Northern Forest project as this will allow testing across multiple landscapes (upland, lowland, peri-urban <i>etc.</i>) among multiple participant typologies, for multiple objectives (encouraging nature rich landscapes, flood reduction, improving health and wellbeing <i>etc.</i>).</p>
2.3	<p>Describe the objectives of your test or trial and the outcomes and outputs you will capture and evidence. Your objectives are what you intend to have done by the end of the test or trial.</p> <p>You should consider having between 2 and 5 objectives depending on the nature and complexity of you test or trial. Please detail how the activities are appropriate and relevant to the test or trial.</p> <p>Your project officer will help you set out the objectives using the SMART criteria below</p> <p><i>Objectives should be SMART</i></p> <p><i>S - specific, significant, stretching</i></p> <p><i>M - measurable, meaningful, motivational</i></p> <p><i>A - agreed upon, attainable, achievable, acceptable, action-oriented</i></p> <p><i>R - realistic, relevant, reasonable, rewarding, results-oriented</i></p> <p><i>T - time-based, time-bound, timely, tangible, trackable</i></p> <p><i>Example of a SMART objective:</i></p> <ul style="list-style-type: none"> • <i>Co-design and develop 50 Land Management Plans across Dunlow County by 31st March 2020.</i> • <i>Develop a landscape plan for Dunlow State Park and agree local priorities, working with local farmers by 31st December 2019</i> • <i>Hold 10 workshops across Dunlow County to consider the Role of advice and guidance to deliver Land Management Plans by 31st May 2020</i> • <i>Trial a reverse auction approach, working with the Dunlow Water Authority, across the River Dunlow Catchment – holding 4 auctions between September 2019 and October 2020.</i>
	<p>I. Consult with stakeholders and co-design a woodland creation online platform, with links to existing decision support tools, by 27th March 2020. [R&D Phase 1]</p>

	<p>II. Build and launch a working version of the woodland creation platform in readiness for tree planting season 2020/21, and conduct field tests with partners and an advisor network, by 30th October 2020. [IT Build Phase 1]</p> <p>III. Deliver 25 Woodland Creation schemes in Year 1 [Field Testing Phase 1], and an additional 50 in Year 2 [Field Testing Phase 2] using existing woodland creation support schemes (e.g. Partnership Innovation Fund-Northern Forest; Countryside Stewardship; Woodland Carbon Fund).</p> <p>IV. Review performance and stakeholder feedback, and submit interim report by December 2020 [R&D Phase 2], and implement improvements and enhancements to the woodland creation platform, by 30th April 2021 [IT Build Phase 2].</p> <p>V. Conduct a second phase of field trials during a second tree planting season (2021/22), with an augmented range of stakeholders and partners, and evaluate post-planting outcomes from previous season, by 29th October 2021. [Field Testing Phase 2]</p> <p>VI. Complete monitoring and evaluation of the project with partners and supporters, and submit a detailed evaluation report by 30th May 2022. [Monitoring & Evaluation]</p>
2.4	<p>How will your test or trial help us to develop the design of the new ELM system? This should include the policy and delivery questions your test or trial will help us answer. You will need to reflect how you will test or trial these questions in the objectives identified above. Please consider the policy questions set out in Annex A to this document.</p> <p>The proposal is supported by Defra Forestry Policy as it offers a clear means by which to enable landowners to easily consider the options and opportunities for woodland creation with a view to achieving multiple objectives across their holding. It will allow landowners to navigate regulatory processes in a more effective and efficient way. We anticipate such a platform can support and enable land managers to take up woodland creation on their land, and manage these alongside existing trees more effectively into the future.</p> <p>The 25-year plan emphasises new approaches to environmental land management, and the support given to encourage woodland creation by incentivising more landowners and farmers to plant trees.</p> <p>Policy 4: Focusing on woodland to maximise its many benefits, including</p> <ul style="list-style-type: none"> • 4i supporting the development of the new Northern Forest (a project to plant 50 million trees in the North of England), and • 4ii supporting larger scale woodland creation.

	<p>In addition to supporting overarching policy objectives, the project will also specifically support policy in a number of key areas:</p> <ol style="list-style-type: none"> 1. Land Management Plan <ol style="list-style-type: none"> a. the co-design process via workshops with land agents and landowners, plus those with regulatory and policy interests, will help identify what information and support participants require in developing woodland creation plans in the context of a land holding and how it can improve support for natural capital and ecosystem services. Research conducted via the platform will indicate the effectiveness and accuracy of the data submitted. Qualitative user feedback will be collected as part of the R&D. b. participant uptake of features, reliance on support, willingness to use features will be assessed directly from the platform, and from follow-up research (e.g. questionnaires), to help inform the development of those approaches which most effectively support delivery. Data collected under the R&D phases will permit segmentation by owner typology, geography, property size, woodland type etc. c. field testing will be conducted, supported by partners and an advisor network, to review and verify outcomes from the trial. Analyses of the quality of data, maps and plans submitted will permit evaluation of the support provided through the platform. d. the scheme will be co-designed with participants, partners, and Defra. Evaluation and monitoring will provide evidence of outcomes and outputs. 2. Advice <ol style="list-style-type: none"> a. analyses of outputs from the platform will inform us as to the efficacy of participants completing activities using online support and tools (<i>i.e.</i> with or without active advisor support), and propose improvements where required. b. feedback from the advisor network and partners collected via surveys and structured interviews will inform us as to any additional support required alongside the platform, and what form this should take c. feedback from the advisor network and partners will help guide improvements to the decision support required on the platform which will reduce requirements for active expert advice to participants, and also improve efficiency of advice provided by active experts 3. Spatial prioritisation <ol style="list-style-type: none"> a. the online platform will include mapping as a central feature, and we will test the efficacy of spatially targeted advice and guidance for participants (<i>i.e.</i> policy and regulatory) in achieving desired outcomes b. we will test how mapping and the platform's integration with external decision support systems are effective in helping guide specific activities dependent on location (e.g. tree species choice by location, altitude, administrative region <i>etc.</i>) c. we will test methods that may support enhanced delivery of public goods with a focus on 'nudge theory' (e.g. test whether interactive scoring for participants encourages completion of key planning steps and higher progress scores for targeted activities) 4. Eligibility <ol style="list-style-type: none"> a. N/A 5. Novel and innovative mechanisms
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	<ul style="list-style-type: none"> a. We will test how the platform can provide DECISION SUPPORT, including: species choice (ESC, soils), constraints (EIA, MAGIC etc.), and resources (funding links, design resources, management resources) b. We will test how the platform could support INPUTS, including: mapping (area, boundaries, calculator tools, including OS layer), data (FC-compliant, management plan inputs), and establishment management plan requirements (15 yr establishment plant template, integration with related management planning tools) c. We will test how the platform can support OUTPUTS, including procurement (trees and sundries), maintenance (development and management of a schedule of works), grant requirements (checklist, site appraisal plan), and an establishment management plant (pdf download, map print-outs) and their effectiveness in meeting requirements of stakeholders and partners. d. We will test how the platform will work for all geographies, delivering outcomes to support woodland creation, and how it could support transition to longer-term woodland management requirements. <p>6. Payments</p> <ul style="list-style-type: none"> a. We will explore how the platform could be designed to be flexible enough to support the generation of evidence required in triggering payment.
2.5	<p>What area (geographic location and scale) will your test or trial cover? <i>(Provide a map or geographic description of the general area you will be working, provide this as a GIS data layer if available or just an inserted picture. For those areas with a clearly defined and recognised location, a landscape description will suffice, e.g. National Park)</i></p>
	<p>The Northern Forest, and possibly additional pilot areas with support from Forestry Commission. One additional area expressing interest is the Cumbrian Forestry Inventory Zone (also a Defra ELM test & trial).</p> <p>The Northern Forest provides the perfect opportunity for this Test and Trails as the project is aiming to plant a significant number of new woodlands over the next five years. The nature of the landscape in the Northern Forest area means that piloting can be across varied landscape types (e.g. ex-arable, upland, peri-urban) with the woodland areas being planted for multiple objectives.</p>

	 <p>Northern Forest Map</p> <p>Northern Forest map Credit: WTM</p>
2.6	<p>Confirm who will be involved in your test or trial and describe how you will deliver your test or trial. This should include:</p> <ul style="list-style-type: none"> Any organisations that will help you deliver the test or trial and their role The expertise, capability and capacity of the proposal lead to undertake the activities proposed Who will participate in the test or trial The type of participants The number of land managers or farmers participating How you will select these participants The mechanisms identified to capture the information and evidence <p>Please include as much detail as possible on the type of participants, such as the farm sector, demographics, land owner, tenant and current engagement in existing stewardship schemes.</p> <p>Organisations supporting:</p> <ul style="list-style-type: none"> Northern Forest Board (led by Woodland Trust) – co-design, R&D, field testing, monitoring and evaluation Forestry Commission – co-design, standards, policy integration, R&D, field testing, monitoring and evaluation <p>Lead organisations:</p> <ul style="list-style-type: none"> The platform will build on nine years of development by Sylva Foundation of the <i>myForest</i> platform. There is proven stakeholder adoption of the platform and technology: 5,804 landowners / 1,235 agents / 97,738ha mapped). Sylva Foundation's IT accomplishments include a number of related platforms: NatureBid (EA, ELM), Woodland Carbon Guarantee auction platform (Forestry

	<p>Commission), Woodland Wildlife Toolkit (RSPB, Woodland Trust), and Deer Manager (Forestry Commission)</p> <ul style="list-style-type: none"> • The concept has already undergone early stage scoping work, supported by the Woodland Trust during 2017, and would build on developmental discussions held with partners in Forest Research (with reference to the Ecological Site Classification tool), Woodland Carbon Code, and Forestry Commission England. • Sylva Foundation has expertise in IT development, and in land management, with strong links within the sector. All code will be documented. • Sylva Foundation also has expertise and a track record in leading land-based social research, including the British Woodlands Survey series (Forest Research has been a recent partner). This expertise would be called upon to support R&D (e.g. stakeholder workshops), and in delivering monitoring and evaluation throughout the project. <p>Advisor Network:</p> <ul style="list-style-type: none"> • We propose to work with a network of agents and managers to help with the co-design work as well as delivery and evaluation of the efficacy of the decision support via the platform. • We propose to work with five agents in Phase 1 and a further 5 in Phase 2. <p>Participants:</p> <ul style="list-style-type: none"> • All landowners interested in woodland creation, supported by the project partners (detailed above) • Number of participants to be agreed with Defra, but provisionally we would aim to work with: <ul style="list-style-type: none"> ○ Phase 1 – 25 ○ Phase 2 - 50 <p>Participant selection:</p> <ul style="list-style-type: none"> • Selected from within target areas, to provide a wide range of landscapes, holding types and participant objectives. <p>Capture of information and advice:</p> <ul style="list-style-type: none"> • The platform will capture the majority of data allowing evaluation of outcomes. In addition, co-design, user acceptance testing, and surveying will provide quantitative and qualitative data for use in evaluation and reporting.
<p>2.7</p>	<p>Please describe how you will monitor and evaluate the test or trial. Use this section to tell us;</p> <ul style="list-style-type: none"> a) What data you will collect? b) How will it provide evidence of what has been achieved (E.g. the test or trial objectives, outcomes and impact)? c) How do you plan to collect the data? d) How often will you collect the data? <p>A table appended outlines the proposed evidence sources to be collected and how these link with specific milestones.</p>

	<div data-bbox="272 174 1378 725" data-label="Image"> </div> <p data-bbox="272 730 633 763">Please see table appended</p> <p data-bbox="272 786 517 819">a. Data collected:</p> <ul data-bbox="323 837 1378 1256" style="list-style-type: none"> • Participant opinions and requirements during co-design. Minutes of meetings. Outline Design Plan. • Participant ratings for decision support provided via platform: quantitative (surveys) and qualitative (interviews). • Advisor ratings for platform and tools (quantitative and qualitative) • Participant assessment (e.g. scoring) of platform outputs, including requirements and quality of mapping tools, plan outputs • Field testing: quality of outputs with/without advisor support (e.g. tree species suitability, woodland design, woodland plan quality) • Impact assessments: number and quality of successful creation schemes, ground-truthing reports, platform usage metrics (e.g. areas mapped, outputs created, help usage). <p data-bbox="272 1261 580 1294">b. Evidence provided:</p> <ul data-bbox="323 1312 1214 1346" style="list-style-type: none"> • See appended table indicating milestones and specific evidence. <p data-bbox="272 1350 963 1384">c. and d. Data collection methods and frequency:</p> <ul data-bbox="323 1402 1291 1615" style="list-style-type: none"> • user-acceptance testing: workshops (x4) • user surveys (x2) • advisor surveys (x2) • expert analysis of outcomes: quantitative (surveys) (x2) and qualitative (interviews) (x2) • online metrics: constant monitoring, annual reports (x2)
<p data-bbox="201 1659 248 1727">2.8</p>	<p data-bbox="272 1659 1370 1727">What support, if any, will you need from us to collect, analyse and draw conclusions on the impact and findings of your test or trial?</p> <hr/> <ul data-bbox="323 1917 1378 2018" style="list-style-type: none"> • Feedback during R&D phase into key metrics required • Feedback during evaluation & monitoring, to ensure final outcomes are fit-for-purpose

<p>2.9</p>	<p>What is the timeframe for the delivery of your test or trial? Where possible break this down into areas of deliverable activity. This should be set out in the form of a list of your key milestones within the table below, with dates by which you aim to achieve them.</p> <p>Be realistic, consider risks identified in 2.10 below. Be aware of the farming calendar and how this may impact upon any proposed engagement with farmers and land managers.</p> <p>Please provide a rationale for the frequency and nature of milestones in the text box below.</p>
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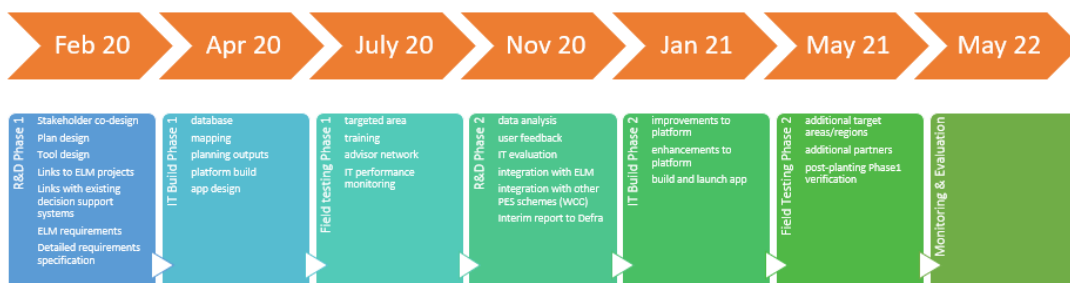


Department
for Environment
Food & Rural Affairs

Woodland Creation



SYLVA
FOUNDATION



It is proposed this Test and Trail will span 28 months capturing two tree planting seasons, and allowing time for monitoring and evaluation to be completed afterwards.

Start February 2020, end May 2022.

Please refer the appended documents for full details:

- GANNT chart - milestones and key tasks, with budget details
- Milestones and Evidence - a description of milestones and the evidence to be submitted, along with quarterly claim amounts
- Summary budget – headline figures for main cost centres






The proposal holder needs to set out all of the milestones contained within the proposal, including the dates on which they plan to submit claims for reimbursement of costs. The reimbursement costs should relate to the activity outlined within the milestones.

Milestone	Timeframe/Claim date
R&D Phase 1: Stakeholder co-design, Links with ELM projects, Detailed ELM requirements, Creation Plan design, Detailed Requirements Specification, Links with existing decision support systems	31 st March 2020
IT Build Phase 1: Design & build database, build mapping, Creation Plan outputs, Design App, Build platform	30 th June 2020
Field Testing Phase 1: Promotion in Target Areas, Training of Advisor network, Delivery of support to 25 participants by Advisor network, IT performance monitoring and build enhancements	30 th September 2020
R&D Phase 2: Data analysis, User feedback, IT evaluation, ELM integration, PES scheme integrations, Interim Report to Defra, Stakeholder Co-design (additional region)	31 st December 2020
IT Build Phase 2: Platform improvements, Platform enhancements, Build & Launch App	31 st March 2021
Field Testing Phase 2: Promotion in targeted areas, Training of new advisor network, Delivery of support to participants from Advisor network, IT Performance monitoring	Part one: 30 th June 2021 Part two: 30 th September 2021
Monitoring & Evaluation: Verification of Field Testing Phase 1, Verification of Field Testing Phase 2, Compile data, Draft final report, Submit final report, Review outcomes with Defra	Part one: 31 st December 2021 Part two: 31 st March 2022 Part three: 30 th June 2022
2.10	<p>What risks have you identified that could affect the delivery of your test or trial?</p> <p>Identify actions you will put in place to reduce or mitigate the likelihood of the risk occurring.</p>

	<ul style="list-style-type: none"> Risks are defined as ‘an uncertain event or condition that, if it occurs, has a positive or negative effect on a project's objectives’. Mitigation is the action/s taken to minimise or eliminate the risk. Examples include; <ul style="list-style-type: none"> Risk – lack of participation by land managers. Mitigation – hold evening workshops, avoid engagement during busy times of the year. Risk – reputational risk if participant's expectations are not met. Mitigation – ensure communications are clear and consistent, participant's involvement is clearly defined and accepted.
	<ol style="list-style-type: none"> Technical – Information Technology <ol style="list-style-type: none"> online functionality failure - the platform will be built on proven technology by an experienced team external failures - the platform will operate de-coupled from external systems/platforms (e.g. communicating mostly via import/export) data security - Sylva is registered with the government's Cyber Essentials scheme (Certificate No.1630112422783529). Sylva complies with all GDPR requirements, and has comprehensive policies in place (https://www.sylva.org.uk/privacy) Defra's reliance on a remote development team - the code will be fully documented Technical – Land-based <ol style="list-style-type: none"> Lack of interest from participants - work with advisor networks with local knowledge and contacts, and implement co-designed platform and tools with evidenced benefits Reputational – ensure robust scrutiny of actions and delivery, and clear and consistent communications. Train advisors to a high standard. Financial <ol style="list-style-type: none"> Sylva Foundation has robust financial management systems in place All external-funded projects are implemented under a policy of restricted fund management (i.e. limiting expenditure to a specific project) The charity has a Reserves Policy in place (reviewed annually) Project Management <ol style="list-style-type: none"> Robust project management systems are in place A close-working relationship will be maintained with Defra and partners Ensure excellent communications.
2.11	<p>Does this proposal link with any other proposals for ELM tests and trials? <i>(Please provide details including how the proposals link and express your interest with working collaboratively with the other stakeholder leading the other proposal)</i></p> <p>NatureBid (Environment Agency)</p> <p>Other projects – to be advised by Defra (e.g. <i>Cumbria Forestry Investment Zone, Forestry Commission</i>)</p>
2.12	<p>Are there any Intellectual Property Rights that may affect the evidence or products developed from your test or trial? Does this proposal link with any other proposals for ELM tests and trials? <i>(Please provide</i></p>

<p><i>details including how the proposals link and express your interest with working collaboratively with the other stakeholder leading the other proposal)</i></p>		
<ul style="list-style-type: none"> • Background IP Decision support for woodland creation will be delivered via the myForest platform. This platform is owned and managed by Sylva Foundation and will remain the IP of Sylva Foundation. • Arising IP Any IP and learnings that arise out of the project (e.g. the format of a Woodland Creation Management Plan) will be not be retained by Sylva Foundation and will be available for public use. <p>Sylva Foundation is a registered charity. We develop land management support systems for public good and not for profit.</p>		
2.13	<p>Will you and the participants consent to share information gathered prior to and throughout the test or trial and have any such information published, in consideration of data protection regulations?</p>	<p>Authorisation Consent</p>

Section 3. Costs

3.1	<p>How much will it cost to deliver your test or trial? Please identify what funding you will need from Defra to be able to conduct your test or trial in the table below based upon the eligible expenditure detailed within the funding and reimbursement policy provided.</p> <p>The types of cost identified must align with those identified within the reimbursement policy as being eligible costs.</p>	
	Type of Cost	Estimate of funding required from Defra (£)
	R&D Phase 1	- 
	IT Build Phase 1	
	Field Testing Phase 1	
	R&D Phase 2	
	IT Build Phase 2	

	Field Testing Phase 2	
	Monitoring & Evaluation	
	TOTAL	142,600
3.2	<p>Value for Money (VfM)</p> <p>Please use this section to explain how your proposal provides value for money. (We have a duty to ensure that any government funding provides VfM for the public purse).</p> <p>Please tell us how you have developed your proposal, detailing how the costs included are the minimum required to ensure the delivery of the test and / or trial proposed.</p> <p>We will judge each proposal on its merits, but we will also use the information supplied by you in the table below, to benchmark against similar proposals as part of the VfM assessment.</p> <p>We recognise that some proposals may require more funding to deliver than others. This section provides the opportunity for proposal holders to justify the cost of delivering the proposal.</p> <p>Your Tests and Trials Officer will support you to complete this section.</p>	
	<p>This Test and Trail will provide value for money as it will explore what level of decision support is actually required by participants aiming to establish effective and resilient woodland creation schemes on their holdings. It will do this in the following ways:</p> <ul style="list-style-type: none"> • By initially working with the Northern Forest project we will be working with a partner with an established programme to plant 50 million trees across a wide range of landscape types over the next 5 years. The scale and variety of landscapes in the Northern Forest mean it can be used in both Phase 1 and Phase 2 of the trail and provide results that are replicable across England. • By working with a network of advisors where each one can work with a number of participants we can provide both the outreach and feedback efficiently. • The platform delivering the decision support will not be built from scratch. We will use an established and well-used platform to provide these new decision support features for woodland creation. In this way the Test and Trail is benefiting from nine years of platform development and refinement. • The individuals provided by Sylva Foundation offer a unique suite skills provided within a team experienced in delivering similar projects. Consultancy rates have been quoted at a level below market rates as the charity recognises the public benefit arising from the project which is also inline with its objects. 	

	Overall, an effective online platform will provide a flexible and efficient solution in supporting sustainable land management and efficient use of public funds.	
Indicators (Outputs)		Number
No. of new and innovative mechanisms being tested and or trialled		3
No. of new IT platforms / systems developed		1
No. of new IT platforms / systems trialled		1
No. of Land Manager / Farmers participating		75
No. of LMPs (Woodland Creation element only) developed		75
No. of Landscape / Catchment level Management Plans developed		
No. of new (collaborative) platforms / networks developed		2
Other (please describe)		
3.3	Are you already in receipt of any funding to support the delivery of this test or trial? If so, provide a short description of the approximate amount, where this funding comes from and what it is being used for.	
	No	
3.4	Are you reliant upon other sources of funding to enable delivery of the proposal? If the answer is yes, confirm approval of matched funding and or confirm when approval will be granted	
	No	

Annex A

Category	Policy Questions
Land Management Plan	<p>What mechanism will participants use to plan and record which public goods they will deliver?</p> <ul style="list-style-type: none"> • What data/information will participants require? • Will we require a combination of approaches depending on the public good or type of participant? • How will we monitor and verify that participants are delivering the public goods they have signed up to deliver? • Does the scheme design work for the variety of outcomes/outputs that we want to deliver?
Advice	<p>What expert support will participants require to help them plan and record which public goods they will deliver?</p> <ul style="list-style-type: none"> • When should this be delivered? • How many accredited experts will we require? • Should advice be mandatory? How much free advice should we give? • How will we ensure the advisers have the skills and knowledge they need?
Spatial prioritisation	<p>What mechanisms are available to set and agree these local priorities? And which is best for our needs?</p> <ul style="list-style-type: none"> • How do local priorities work within a national framework for the delivery of public goods? • How do we encourage and incentivise the delivery of outcomes that are prioritised in certain areas • How do we encourage and incentivise collaboration for the delivery of public goods?
Eligibility	<ul style="list-style-type: none"> • Does the system design work for the types of people who haven't been eligible for agri-environment schemes in the past?
Novel and innovative mechanisms	<p>How will the new scheme deliver the outcomes?</p>

	<ul style="list-style-type: none"> • What are the range of different mechanisms that could deliver these outcomes and what role could they play in the new system? • Do they work for all outcomes, sectors and geographies?
Payments	<p>What will the new system offer participants?</p> <ul style="list-style-type: none"> • How will payments for public goods reflect natural capital principles? • In an outcomes approach how do you trigger a payment? • How are payment rates updated overtime to reflect changing local priorities? • How are you setting payment rates for outcomes? • What will public funding pay for and on what basis? • What role could innovative and private finance mechanisms have in the new system?

Schedule 1 - Milestone Payment Schedule

[illegible]

Summary by financial year			
Financial year	Milestone number	Claim date	Sum
April 2019 - March 2020	1	31st March 2020	■
April 2020 - March 2021	2	30th June 2020	■
	3	30th September 2020	
	4	31st December 2020	
	5	31st March 2021	
April 2021 - March 2022	6	30th June 2021	■
	7	30th September 2021	
	8	31st December 2021	
	9	31st March 2022	
April 2022 - March 2023	10	30th June 2022	■
			£142,600

Annex 3 - Monitoring and Evaluation Information Leaflet



ELM Test and Trials Monitoring and Evaluation

Information Leaflet

July 2019

Defra has appointed an independent team of researchers to help ensure that learning points from Tests and Trials (T&T) are captured and used to inform the new Environmental Land Management scheme

Defra is working with farmers, land managers and stakeholders such as yourselves to conduct tests and trials for a new Environmental Land Management (ELM) scheme. These will not be testing or trialling environment outcomes but rather the methods and approaches that will form the basis for the delivery of the ELM scheme. Defra has appointed a team of independent researchers to support them in gaining insight and learning about ‘what works’, where, and why by carrying out a formal evaluation of the tests and trials.

The team is led by consultants, ICF, and supported by ADAS and the Centre for Ecology and Hydrology. The ICF team will be working closely with the ELM Tests and Trials team within Defra to gather and analyse information that will help us to evaluate the work and identify lessons for the design of the new ELM scheme.

This information leaflet explains ICF’s role, what information we will be expecting you to collect, as a test or trial project, and how we will be able to help you meet the monitoring and evaluation requirements set out in your agreement with Defra.

The role of the ICF evaluation team

The ICF team has been contracted by Defra to:

- Evaluate findings and learning from the different tests and trials

- Identify factors that might play a role in the new ELM scheme, such as Collaboration and Co-production; Localised prioritisation; Development of Assessment Tools; Attitudes and Behaviours; Mutual knowledge and capacity building etc.
- Provide technical advice, guidance and support to the tests and trials about how to monitor and report on indicators identified to Defra.

We are evaluators, not auditors. We are interested in understanding your experiences delivering your project including what works well, what is more challenging, and identifying the key learning points. We will not be assessing any legal or regulatory elements of your project.

We will be working in partnership with Defra 'ELM Tests and Trials (T&T) Officers'. The ICF team will be engaging with you in relation to evaluation questions. Ongoing contractual, financial and other administrative matters will all be handled by your nominated T&T Officer.

Your role in the evaluation

To evaluate each test or trial, we need to understand

- What your project is testing or trialling;
- What you see is the learning from your test or trial and how it will contribute to the development of the ELM scheme;
- The lessons learnt and success factors for your test and trial and any challenges you encounter;
- The results and impacts achieved.

During the delivery of your test or trial you will be asked to take part in a number of tasks. These are:

1. Progress reports

You will provide regular progress reports directly to your T&T officer as outlined in your agreement. This will be the main mechanism for you to share evidence and learning with Defra to support policy development. Defra will be compiling regular reports to disseminate the evidence and learning based on the priority themes for tests and trials, such as the scope of the land management plan.

2. Site visit

Your Defra T&T Officer may ask to conduct a site visit to follow-up on any monitoring information provided and request further clarification or information if necessary. The Defra T&T officer will ensure that sufficient notice is provided and will seek to agree a time and date that is suitable for all. The visit will involve an informal on-site meeting. A member of the evaluation team may also be invited to participate in the site visit to provide advice about the evaluation and data collection. Site visits will be infrequent and will be considered on a case by case basis. Each test or trial is not expected to get more than two visits.

We will also need to ask you for some additional information just for the evaluation. We will try to minimise the burden of any information requests.

3. Online survey

We will ask that you take part in a short, online survey. The purpose of the survey is to explore whether the test or trial is being delivered as intended, what has worked well and what has been more challenging than expected.

If you are a 'Test', you will be asked to complete a survey at the beginning and towards the end of your test. If you are a 'Trial', you will be asked to complete a survey at the beginning, middle and end of your trial. The survey will ask your views about satisfaction with the processes involved, confidence, and accessibility as well as what has worked well or less well.

4. Case study

We may invite you to participate in a case study on a voluntary basis. Case studies will provide us with an in-depth understanding of specific types of tests or trials and the way in which they are operating.

Each case study will involve a number of telephone interviews. We will want to have a conversation with the proposal lead and a number of other people with an interest in the project, such as land managers or partners. We will work with you to make sure that the right people are approached. The interviews will take place towards the end of your project. Their purpose is to capture how the project has developed and changed over time.

We will provide you with a report summarising the key findings from the case study. Case studies will inform the final report we prepare for Defra.

We will provide you with advice and support to help you monitor and evaluate your test or trial

The evaluation team will provide a variety of support to you during your project. This support will include:

■ Webinars:

You will be invited to participate in webinars that will provide information to help you in delivering your own project monitoring and evaluation (e.g. how to define clear evaluation questions, how to engage any partners or stakeholders).

■ Guidance documents:

The evaluation team will provide you with short guidance documents to assist you in collecting your monitoring data and conducting your evaluation. These will include:

- How to prepare and complete a monitoring form
- Designing an evaluation approach
- Considerations and common challenges in conducting a project level evaluation
- Analysing, reporting and disseminating your findings

■ General troubleshooting:

Your Defra T&T Project Officer will be your first point of contact should you wish to discuss any concerns you have about monitoring and evaluating your project or the wider ELM evaluation. They will assess whether you would benefit from additional support from the evaluation team and arrange a further discussion if necessary.

Your information will be protected

The findings from this M&E project will be integrated into evaluation reports that the ICF evaluation team will share with Defra. The final report is expected to be published.

The sharing of data between yourselves, Defra and the ICF evaluation team is governed by your agreement with Defra and Defra's contract with ICF. All of the information you provide will be treated in the strictest confidence and stored securely on a database hosted by ICF.

Your responses to the survey and monitoring data will not be published. Any views you provide will be anonymised and you will not be personally identifiable. Findings from case studies will, however, be reported at an individual level and the type of test or trial will be mentioned. We will not refer to you by name, but it may be possible for a reader to guess based on the description of the test or trial.

We welcome your input and questions

We would welcome your views on additional support you think you may require including topics for the webinars and guidance documents. Please contact elm.evaluation@icf.com in the first instance. If you have specific questions regarding the evaluation and its objectives, please contact elmtestingandtrials@defra.gov.uk, quoting “Monitoring and Evaluation Query” clearly in the subject field.

