



Department
for Environment
Food & Rural Affairs

Defra group Commercial
Manly House, Exeter
EX2 7LQ

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www.gov.uk/defra

[REDACTED]
Wallingford HydroSolutions Ltd
Stables 4, Howbery Business Park
Wallingford
OX10 8BA

Your ref: ITT_9575
Our ref: 34774
Date: 10/12/21

Dear [REDACTED]

**34774 Technical Consultant Services to represent Environment
Agency in Surface Water and Groundwater Nitrate Vulnerable
Zones Appeals 2021**

I am pleased to inform you that the Environment Agency hereby accepts your tender dated 02/12/2021 in respect of the above contract. The contract shall be carried out in accordance with:

- This contract award letter
- Our Request for Quotation dated 18/11/2021
- Your response received dated 02/12/2021

The ceiling price for this contract is £126,778.00 as outlined in your Resource and Pricing Schedule, which is included in the contract.

This contract is awarded on a timescale basis, using the fixed rates outlined in the Resource and Pricing Schedule, up to the ceiling value, which is the contract price. These rates will remain fixed for the duration of the contract.

The contract is awarded for an initial period of 3.5 months, from 13/12/2021 to 31/03/2022. There is a further 6 month extension option available, subject to business requirement, performance and price. All extension requests will be agreed in writing by both parties and will be as awarded on the fixed rates of the contract.

The Purchase Order number will be provided by the Contract Manager. We will require you to quote this on all invoices to ensure timely payment. Invoices should be sent to:

[REDACTED]



Invoices not containing the correct Purchase Order number will mean we are unable to process them and they will be returned to you.

This contract will be managed on behalf of the Environment Agency by [REDACTED], [REDACTED]. The contract reference and title given above should be quoted on all correspondence.

The contract will be governed by the standard Environment Agency Services terms and conditions as contained within the original request for quotation and appended to this letter.

Please acknowledge receipt of this letter and confirm your acceptance by return.

Yours sincerely

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] acceptance of award for the above contract, as per the Environment Agency's award letter of 10/12/21 acknowledged for supplier name by:

Name	
Signature	
Dated	



**Environment
Agency**

Conditions of Contract Services

Document Version: October 2019

**34774 Technical Consultant Services to
represent Environment Agency in Surface
Water and Groundwater Nitrate Vulnerable
Zones Appeals 2021**

Contract Reference: [REDACTED]

1. DEFINITIONS

1.1. In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.

1.1.1. Agency

The Environment Agency, its successors and assigns.

1.1.2. Agency Property

All property issued or made available for use by the Agency to the Contractor in connection with the Contract.

1.1.3. The Appendix

The Appendix to these Conditions.

1.1.4. The Contract

These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Contractor's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing.

1.1.5. The Contractor

The person, firm company or body who undertakes to supply the Services to the Agency as defined in the Contract.

1.1.6. Contract Period

The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services.

1.1.7. Contractor Personnel

means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract

1.1.8. Contract Price

The ceiling price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the services.

1.1.9. Contract Supervisor

Any duly authorised representative of the Agency notified in writing to the Contractor for all purposes connected with the Contract. Any Notice or other written instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency.

1.1.10. Contracting Authority

means any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2015/102) (as amended).

1.1.11. Data Protection Legislation

means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 2018") to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy

1.1.12. Data Protection Schedule

The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

1.1.13. Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

1.1.14. Law

means any law, 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 with which the Contractor is bound to comply

1.1.15. Notice

Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:

- i. fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery;

First class post to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

1.1.16. Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

1.1.17. The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

1.1.18. Permission

Express permission given in writing before the act being permitted.

1.1.19. Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

1.1.20. Regulations

Means the Public Contract Regulations 2015 (SI 2015/102) as amended.

1.2. Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988.

1.3. All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.

1.4. Any reference in these Conditions to a statutory provision will include all subsequent modifications.

1.5. All undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

2. PRECEDENCE

To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

- Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
- Specification;
- Pricing Schedule;
- Drawings, maps or other diagrams.

3. CONTRACT SUPERVISOR

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4. THE SERVICES

4.1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.

4.2. The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

5. ASSIGNMENT

5.1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.

5.2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.

5.3. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

6. CONTRACT PERIOD

The Contractor shall perform the Services within the time stated in the Appendix, subject to any changes arising from Condition 10 (Variations,) and/or Condition 11 (Extensions of time.).

7. PROPERTY

7.1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.

7.2. The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.

7.3. On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.

8. MATERIALS

8.1. The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.

8.2. The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9. SECURITY

9.1. The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.

9.2. This Condition shall not prejudice the Agency's rights under Condition 15.

10. VARIATIONS

10.1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.

10.2. The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.

10.3. Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.

10.4. The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

10.5. No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.

10.6. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

10.6.1. any Contracting Authority; or

10.6.2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or

10.6.3. any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

10.7. Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

11. EXTENSIONS OF TIME

11.1. Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

11.1.1. in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

11.1.2. in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

11.2. No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.

11.3. Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 and 14.

12. DEFAULT

12.1. The Contractor shall be in default if he:

12.1.1. fails to perform the Contract with due skill, care, diligence and timeliness;

12.1.2. refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

12.1.3. is in breach of the Contract.

12.2. Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least five working days in which to remedy the default.

12.3. If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

13. TERMINATION

13.1. The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

13.1.1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.

13.1.2. becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

'Termination under the Regulations'

13.2. The Agency may terminate the Contract on written Notice to the Contractor if:

13.2.1. the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

13.2.2. the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or

13.2.3. The Contract 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 TFEU.

14. DETERMINATION

14.1. Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).

14.2. The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.

14.3. The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15. INDEMNITY

15.1. Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

15.1.1. death or injury to any person;

15.1.2. loss or damage to any property excluding indirect and consequential loss;

15.1.3. infringement of third party Intellectual Property Rights which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

15.2. This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or its staff.

16. LIMIT OF CONTRACTOR'S LIABILITY

16.1. The limit of the Contractor's liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:

16.1.1. the sum stated in the Appendix;

16.1.2. if no sum is stated, the Contract Price or five million pounds whichever is the greater.

17. INSURANCE

17.1. The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions. If no sum is stated, the value insured shall be £5M (five million pounds.)

17.2. If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.

17.3. The Contractor shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

18. PREVENTION OF FRAUD AND CORRUPTION

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

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

18.3. If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

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

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

18.4. The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

19. MONITORING AND AUDIT

19.1. The Contract Supervisor may inspect and examine the Services being carried out on the Agency's premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency's premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.

20. CONTRACT PRICE

20.1. The Contract Price is the ceiling value which will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).

20.2. In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21. INVOICING AND PAYMENT

21.1. Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

21.2. If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.

21.3. If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in the Prior Right Schedule to this contract.

22.2. All Results shall be the property of the Agency.

22.3. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it

so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:

22.3.1. assigns to the Agency all Resulting Rights

22.3.2. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

22.4. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.

22.5. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2.

22.6. The Contractor warrants to the Agency that the performance of the Services, the Contractor's Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.

22.7. If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.

22.8. The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.

22.9. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.

22.10. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

23. WARRANTY

The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

24. STATUTORY REQUIREMENTS

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

25. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

25.1. The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.

25.2. The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:

25.2.1. comply with the provisions of the Modern Slavery Act 2015;

25.2.2. pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and

25.2.3. Implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

25.3. The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

25.3.1. eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

25.3.2. advances equality of opportunity between people who share a protected characteristic and those who do not; and

25.3.3. fosters good relations between people who share a protected characteristic and those who do not.

25. PUBLICITY

The Contractor shall not advertise or publicly announce that he is supplying Services or undertaking work for the Agency without the Permission of the Contract Supervisor.

26. LAW

This Contract shall be governed and construed in accordance with the Law, and subject to the jurisdiction of the courts of England.

27. WAIVER

27.1. No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.

27.2. No waiver by the Agency shall be effective unless made in writing.

27.3. No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

28. ENFORCEABILITY AND SURVIVORSHIP

28.1. If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

28.2. The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

29. DISPUTE RESOLUTION

29.1. All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.

29.2. If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).

29.3. If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.

29.4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

29.5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.

29.6. The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

29.7. Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

30. GENERAL

30.1. Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

30.2. The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

31. FREEDOM OF INFORMATION ACT

31.1. The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) (Regulations').

31.2. The Contractor agrees that:

31.2.1. All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

31.2.2. The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.

31.3. If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

32. DATA PROTECTION

32.1. In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract.

Appendix to Conditions Services

Ref: [REDACTED]

Title: 34774 Technical Consultant Services to represent Environment Agency in Surface Water and Groundwater Nitrate Vulnerable Zones Appeals 2021

		Condition
1	Contract Supervisor	3
	[REDACTED]	
	[REDACTED]	
2	Contractor	
	Wallingford Hydrosolutions Ltd	
	Address:	
	Stables 4, Howbery Business Park	
	Wallingford	
	OX10 8BA	
3	Completion	6
	Contract Start Date	13/12/2021
	Contract End Date	31/03/2022
4	Delivery	11
	Address:-	
	Insert delivery address if different to above	
5	Insurance	17
	Professional Indemnity Min. Cover	£1 million
	Third Party Minimum Cover	£1 million
	Public Liability Min. Cover	£1 million
6	Limit on Liability	16
	Limit on Contractors Liability	£1 million

Schedule 1 - Specification

1. Background

Nitrate Vulnerable Zones (NVZs) are areas designated as being at risk from agricultural nitrate pollution. The last DEFRA review concluded that there had been little change in patterns of nitrate pollution and thus no new holdings were added to or removed from the list of designated NVZs. Therefore, the overall area of designated land in England remains at around 55%. The NVZ designations for 2021 to 2024 came into effect on 31 December 2020.

The Authority has a requirement for technical consultancy services to support its role in responding to complex NVZ appeals of current surface water and groundwater NVZ designations. The main responsibilities, skills and requirements are described below.

2. Specification

The Contractor will be required to provide the following Services for the duration of the 2021 NVZ appeals process:

- 1) Responses to complicated appeals for existing NVZ designations.
- 2) Expert technical witnesses in 'oral' hearings.
- 3) Supplementary evidence in support of written hearings.
- 4) Updated spatial data to EA, reflecting changes to current NVZ boundaries resulting from appeal decisions, and clear and comprehensive audit trail of those changes.
- 5) Feedback to the EA on any data quality or assurance issues for correction.
- 6) A summary table of appeal outcomes handled by the contractor, including whether conceded or contested, and a brief description of the reasons for any upheld appeals.

A range of supporting technical information, as well as documents from past appeals (including appeal outcomes), will be provided to the Contractor to support the process. Details of these datasets are included in section 3.

Most previous appeals were based on the data provided in the NVZ datasheets. The EA initial responses to those appeals required limited new analyses and were based on clarifying the data presented in the datasheets. Additional, bespoke analysis is required when:

- Appellants produce more complicated and detailed responses, that rely on new data not included in the EA datasheets.
- Appellants produce new analyses of their own that cannot be countered with the data in the datasheets. This is more common with appeals that go beyond the EA first response stage (see 2.1 below).

In those earlier appeals, however, the datasheets published represented the most contemporary data available. That will not be the case in the forthcoming appeals, so it is anticipated that the Contractor may have to do more 'new' analyses, e.g.

presenting relevant data from the high-level 2020 review, or reviewing more recent EA or Water Company water quality monitoring data (made available to the project to supplement the 2017 case for designation/continued designation).

An estimate of resource requirements based on 2017 NVZ appeals is included in section 4 of this document. The Authority considers that it is possible that some appeal requirements may necessitate an extension beyond March 2022, in this instance, the Authority will discuss options with the Contractor to extend the Contract as required.

2.1 Responding to complex Appeals

NVZ appeals can be made on the following grounds:

- a) That the relevant holding (or part of it) does not drain into water which the Secretary of State proposes to identify, or continues to identify, as polluted (this is known as a Type A appeal); or,
- b) That the relevant holding (or part of it) drains into water which the Secretary of State should not identify, or should not continue to identify, as polluted (Type B appeal).

Type A appeals will not be within the scope of the contract as these will be dealt with internally by the Environment Agency.

Type B appeals will be the responsibility of the Contractor, except where the appeal clearly presents no relevant evidence against the EA designation, in which instance the Environment Agency will retain responsibility for them. Note, however, that should such cases result in the First Tier Tribunal (FTT) offering the appellant further time to present additional evidence, the Authority may subsequently reconsider these cases on their merits and consequently the appeal may become the responsibility of the Contractor.

Type B appeals judged to have a substantial argument against continuing the existing designation, will enter stage 1 of the process and will be passed to the Contractor who will also receive;

- The appellants case
- The relevant NVZ datasheet, including an NVZ ID that will link to additional supporting evidence.
- FTT instructions regarding time left to respond, which will usually be 28 days from the time the EA receives a valid appeal.

Upon receipt of a valid Type B appeal, the Contractor must respond within the set time-limit with one of the following:

- 1) A full contesting response to the argument presented by the appellant. All points raised by the appellant should be countered (with an appropriately detailed, technical response) or acknowledged where relevant. The argument should make clear reference to the Nitrates Regulations and why the current NVZ designation is justified. In most cases, responses to the appellant's initial argument should be based on existing information presented in the relevant NVZ 2017 datasheet or supporting data but with reference to newer data provided.

- 2) A partial contesting response resulting in a proposed revision to the NVZ boundary. The response must address all points raised by the appellant, making clear which points are being contested, or conceded. A new NVZ boundary will need to be proposed using the relevant soft boundary delineation methodology appropriate for the particular NVZ type.
- 3) A request to the FTT for an extension. Where the appellant's case is considered strong and/or complex, it may need more time than the agreed timetable allows in order to present an appropriate counter argument. It should be noted that it will be for the FTT to grant any extensions and they are not obliged to grant every request. Extensions should be requested as a last resort.
- 4) A response indicating that the Authority will contest the appeal but will not be providing further evidence against the appeal as it is believed that the datasheet is sufficient. Standard text will be provided/approved by the EA.
- 5) A response indicating a concession and accepting that the NVZ designation is no longer justified. The Contractor should seek approval from the EA's Project Manager before submitting this response.

The Contractor will be expected to review each incoming Type B appeal and choose the appropriate response using a risk-based approach, keeping detailed and comprehensive records of the decision-making process that will be handed over to the EA at the end of the project. The successful submission of the chosen response will end stage 1 of the technical appeal. This is known as the **EA first response**.

The Appellant may respond to the EA first response and submit **the Appellant's first response**. This must be submitted within a time period agreed with the FTT, usually 14 days.

All Appellant's first responses will be passed to the Contractor for review. Should it contain new details that must be countered in order to effectively defend the NVZ designation, a further response (**EA's second response**) will be produced by the Contractor. Throughout, it is expected that all points raised in Appellant's responses will be acknowledged and countered where necessary.

Once the EA's second response has been received by the FTT, the Appellant again has 14 days to respond and may submit the **Appellant's second response**. The Contractor should not respond to the Appellant's second response, except in exceptional circumstances, but may submit a further clarifying response where the Appellant, or their agents, have provided incorrect and misleading information. It will be for the FTT to decide whether this final clarifying note is included in the hearing information pack. The FTT now accept electronic bundles of appeal documentation, the exact requirements have been provided to EA and will be communicated with the winning Bidder at contract award.

2.2. Representing EA in NVZ Hearings

When an appeal is initially submitted, the Appellant must declare whether they want an Oral or Written hearing. Both the Appellant and the Contractor should be present

for any Oral hearing (either virtually or in person). The Contractor will ensure that appropriate staff are provided as required to represent the EA and defend the NVZ in Oral hearings.

The majority of hearings during previous NVZ appeals have been Written Hearings, where the FTT considers the case of the EA and Appellant 'behind closed doors'. It is rare but there have been cases where the FTT requires further information in order to reach a decision: the contractor will be expected to respond to such requests.

After the FTT decision has been published, it is possible for the Appellant to ask for a reconsideration of that decision. This request may or may not be granted, but the FTT may ask for further evidence to address any further valid arguments and the Contractor will be expected to provide this for appeals where they had presented the evidence to this point.

After an unfavourable decision by the FTT, both EA and the Appellant have the right to appeal to the **Upper Tier Tribunal (UTT)**. In this event, new documentation is expected from both the Appellant and the EA. UTT Tribunals are generally conducted as Oral Hearings and it is expected that both the Appellant and the EA will be represented by Barristers.

2.3. Post-appeal GIS updates

The EA administers the master copy of the NVZ boundaries and will ensure that reliant platforms (e.g. MAGIC) are updated in a timely manner. The Contractor will be responsible for updating individual NVZ boundaries to reflect appeal decisions, ensuring that hard boundary mapping rules are upheld (information regarding the rules will be provided to the Contractor).

The Contractor should provide a geo-database with clear pre and post appeal polygons for any modified NVZ, providing reference to NVZ ID, case ID.

3. Information to be provided to contractor prior to contract start-up.

The Contractor will be supplied with the following data and information, either via Cloud site or secure external hard drive:

- 1) Supporting data used to generate 2017 datasheets in MS Access database form for convenience. This includes the reason for designation in 2017, which may refer to previous NVZ reviews. Details from previous NVZ reviews will be included in MS Access database.
- 2) Core spatial datasets provided in Geodatabase, including;
 - current and historic monitoring summaries per sampling point
 - Consent outlets
 - Detailed River Network
 - NVZ boundaries
 - NEAP-N 2014 1km grid outputs to represent agricultural risk at local scale

- WFD surface and groundwater body boundaries
 - Solid and drift geology including geological features such as faults where these are thought to provide a barrier to groundwater flow.
- 3) Urban areas 2020 statistical analysis of EA monitoring data used to inform 2020 review.
 - 4) Land-use model outputs used to inform 2020 review.
 - 5) EA WIMS groundwater quality data for the time period from the 2017 NVZ review to present.
 - 6) Third party groundwater quality data made available since the 2017 NVZ review.
 - 7) Spatial data showing location of previous successful appeals and extent of NVZ areas removed by appeal.
 - 8) 2017 method statement and other relevant documentation (e.g. NIT18 reports).
 - 9) Documents relating to previous appeals, including EA responses.
 - 10) Other additional datasets are to be agreed between the Authority and the Contractor

Please note that a number of these items are already summarised in the 2017 datasheets and no new information is available. The EA will, however, make the raw data available to the contractor.

A brief handover period is anticipated between EA and the Contractor, as well as limited time for further clarifications to be sought from EA once handover is complete. However, ongoing EA technical support to the Contractor will not be possible.

Prior to the commencement of any appeals process, the Contractor will be expected to become familiar with the exact wording of the Nitrates Directive, as well as details of previous methods for designating NVZ boundaries, as these are frequently queried by Appellants.

Bidders should allow for costs associated with this mobilisation period in their submitted Resource and Pricing Schedule (Appendix F)

4. Indicative resource estimates

The following estimates are based on **surface water** appeals from the 2017 NVZ appeal rounds. Surface water appeals have always formed the large majority (>75%) of Type B appeals in the last three NVZ appeal rounds. These estimates are provided **for guidance only** and do not form any guarantee of actual demands in 2021, which may be more or less than those from the previous appeal rounds.

For the 2017 appeals, the EA technical team (CSG) had 2.5 FTE full time for 6 months, plus 0.5 FTE of contract time for the busiest period and to cover leave. After the initial 6 months, 0.5 FTE were required for a further 6 months to conclude outstanding cases. Please note that one case in the 2013 NVZ appeals was ongoing for 18 months.

There were approximately 50 Type B appeals that were handled by the technical team in the 2017 NVZ appeal round. Based on this, it is recommended that the following resources are budgeted for in your Resource and Pricing Schedule;

Price per each task:

Task 1 - 1 day (8 hours) (for each appeal) for 50 EA first responses (50 days)

Task 2 - 2 days for 25 EA second response (50 days)

Task 3 - 2 days for 10 EA final responses in the most complicated cases (20 days)

Task 4 - 3 days for 10 Oral hearings (2 days for preparation, 1 day for hearing) (30 days)

Task 5 - 0.5 days for each appeal for additional support to 40 written hearings (20 days)

Task 6 - 0.5 days for each appeal should also be allowed for update calls with EA, as well as any additional project management tasks agreed with EA PM. (25 days)

The Contractor is required to use the information provided above to populate the Resource and Pricing Schedule. The total costs identified in the Resource and Pricing Schedule will form your bid price and this will be used for evaluating the commercial envelope of the RFQ. The above offers a guide to the resource level required on previous rounds. Bidders were encouraged to review these time estimates and decide if they can offer efficiencies, which would deliver greater value to the Authority and public funds. The day rates and resource allocation for tasks will be used to build up fee notes for work completed.

The contract will be awarded to the successful bidder, based on the assumption that we will receive up to 50 appeals during this round.

Payment will be made to the successful bidder by monthly invoices based on the **actual volume of work completed in that month**, using the day rates given in the Resource and Pricing schedule. This is subject to prior review and acceptance of fee notes submitted by the Contractor to the Environment Agency.

5. Skills required

The Authority will be evaluating tender responses for evidence of the following:

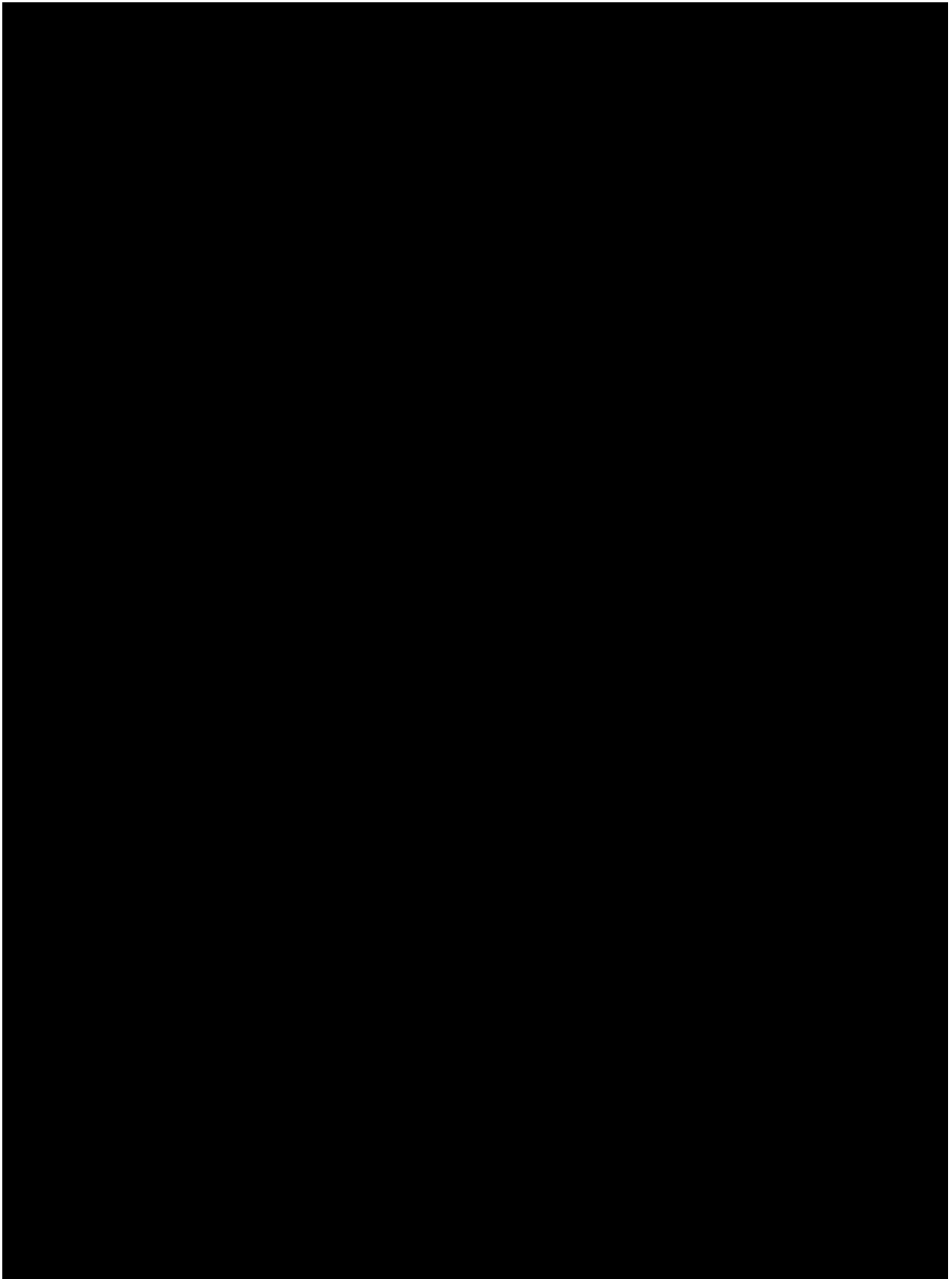
- i. Experience with EA WIMS data and a strong background in analysing and presenting water quality data.
- ii. Access to technical experts in the fields of hydrogeology, hydrology and surface water quality modelling. Access to experts in soil sciences and agricultural modelling would be advantageous.
- iii. Experience with RQP (or equivalent) software to demonstrate the contribution of point sources to monitored concentrations at times of peak nitrate concentrations.

- iv. Strong skills in report writing and presenting complicated, detailed environmental information to the public and legal audiences.
- v. Consultants should be confident in presenting their work in a legal setting and be willing to be queried on their work in such a setting.
- vi. Strong GIS and data management skills to update NVZ boundaries and record decision-making as appeal decisions are concluded.
- vii. Strong project management and resource management to meet multiple, tight deadlines. Technical resilience and ability to call on additional competent staff in order to meet periods of highest demand.¹
- viii. To work closely and effectively with EA (project management / National Permitting Centre (NPS) / National Customer Contact Centre (NCCC)) to ensure that FTT deadlines are met, or extensions are sought.

¹ Appeals are sent by Defra in tranches. Typically, the first and last week of each tranche are the periods of highest demand.

Pricing Schedule

Resource and Pricing Schedule



This contract is awarded on a timescale basis, using the fixed rates outlined in the Resource and Pricing Schedule, up to the ceiling value, which is the Contract Price.

The total of the resource and pricing schedule will form the ceiling contract price. This schedule was used for evaluation purposes and will form the fixed contract rates, which will be used for the duration of the contract and any allowable extensions. The Contractor should be aware that this contract price is based on the estimates provided in section 4 of the specification and that the actual volume of work required by the Agency will vary dependent on the number of appeals received during this round.

Data Protection Schedule

Definitions – the definitions in this Schedule and the Contract shall apply:

Annex 1: the Schedule of Processing, Personal Data and Data Subjects attached to this Data Protection Schedule.

Annex 2: Joint Controller Agreement (where required).

Party: a Party to this Contract.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: takes the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

Data Subject Request: 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.

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing. **Protective Measures:** appropriate technical and organisational measures which may include: the use of pseudonyms 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 including those outlined in Annex 1 (Security).

Sub-processor: any third Party appointed to process Personal Data on behalf of the Processor related to this Contract.

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Contractor is the Processor unless otherwise specified in Annex 1. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, 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.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller 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 Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller 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 Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor 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 Controller or as otherwise permitted by this Contract; 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 EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor 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 Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if 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 in connection with Personal Data processed under this Contract;
- (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.

- 1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller 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 Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller 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 Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in Annex 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

Annex 1 - Schedule of Processing, Personal Data and Data Subjects Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are:

Data Protection Officer

[REDACTED]

2. The contact details of the Processor's Data Protection Officer are: [REDACTED]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex 1.

Description	Details
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Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	<p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</i></p> <p><i>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</i></p>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as 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) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>



Department
for Environment
Food & Rural Affairs

CONTRACT CHANGE NOTE

Contract Change Note Number	
Contract Reference Number and Title	
Variation Title	
Number of Pages	

Whereas the [Contractor] and the Authority entered into a Contract for the provision of [contract title] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract.

It is agreed as follows:

1. With effect from [dd/mm/yyyy] the Original [Contract/Framework Agreement] shall be amended as set out in this Contract/Framework Change Note:

Change Requestor / Originator		
Summary of Change		
Reason for Change		
Revised Contract Price	Original Contract Value	£
	Previous Contract Changes	£
	Contract Change Note [x]	£
	New Contract Value	£
Revised Payment Schedule		
Revised Specification (see Annex A)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		

2. Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

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

