

Contract for the Provision of Research and Development

SCF 0120 : Delivering Clean Growth through Sustainable Intensification

October 2018

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www.gov.uk/government/organisations/department-for-environment-food-rural-affairs
procurement@defra.gsi.gov.uk

SECTION 1

FORM OF CONTRACT

PARTIES:

- (1) THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS of Nobel House, 17 Smith Square, London, SW1P 3JR (the "**Authority**");

AND

- (2) SAC COMMERCIAL LTD (registered in England and Wales under number 148684 whose registered office is Peter Wilson Building, West Mains Road, Edinburgh. EH9 3JG (the "**Contractor**") (each a "Party" and together the "Parties")

WHEREAS

- a) Following a competitive tender process, the Authority wishes to appoint the Contractor to provide the certain services and the Contractor agrees to provide those services in accordance with these terms and conditions.
- b) The Authority will enter into the Contract on the basis that it requires the Services for the Initial Contract Period. However, in entering into the Contract, both Parties acknowledge that circumstances may prevent the Authority from fulfilling the funding requirements of the Contract for the Initial Contract Period. In these circumstances, the Parties undertake to discuss the future scope of the Contract before the end of the relevant Project Year.

NOW IT IS HEREBY AGREED as follows:

1. TERMS OF CONTRACT

- 1.1 The "**Contract**" comprises the following:

Section 1:	Form of Contract
Section 2:	Terms and Conditions
Schedule 1:	Specification
Annex 1:	Key Performance Indicators
Annex 2:	Contractors Proposal
Schedule 2:	Pricing
Annex 3:	Travel and Subsistence Policy
Schedule 3:	Change Control
Schedule 4:	Commercially Sensitive Information
Schedule 5:	Processing, Personal Data and Data Subjects

- 1.2 Execution of the Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system ("**Bravo**").
- 1.3 The Contract starts on 8th October 2018 (the "**Commencement Date**") and ends on 7th October 2020 (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.

- 1.4 The Authority may extend the term of the Contract by an optional extension period of up to 12 Months ("**Extension**"). The terms of the Contract will apply throughout the period of any extension. The extension will depend on the Authority determining whether additional research to that set out in the Specification below will add sufficient value. The extension will also be subject to separate budget approval

Contents

SECTION 1	3
FORM OF CONTRACT	3
Contents	5
SECTION 2	6
TERMS AND CONDITIONS	6
A GENERAL PROVISIONS	7
B. THE SERVICES	17
C PAYMENT	26
D. STATUTORY OBLIGATIONS	28
E PROTECTION OF INFORMATION	32
F. CONTROL OF THE CONTRACT	43
G LIABILITIES	51
H DEFAULT, DISRUPTION AND TERMINATION	54
I DISPUTES AND LAW	61
SCHEDULE 1 - SPECIFICATION	64
Annex 1 Key performance Indicators	73
Annex 2 Contractors Proposal	75
Annex 3 Travel and Subsistence Policy	90
SCHEDULE 2 - PRICING	89
SCHEDULE 3 - CHANGE CONTROL	92
SCHEDULE 4 - COMMERCIAL SENSITIVE INFORMATION	93
SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS	14

SECTION 2

TERMS AND CONDITIONS

A1	Definitions and Interpretation
A2	The Authority's Obligations
A3	Contractor's Status
A4	Notices and Communications
A5	Mistakes in Information
A6	Conflicts of Interest
B1	Specification
B2	Samples
B3	Delivery
B4	Risk and Ownership
B5	Non-Delivery
B6	Labelling and Packaging
B7	Training
B8	Provision and Removal of Equipment
B9	Goods Delivery
B10	Service Delivery
B11	Key Personnel
B12	Contractor's Staff
B13	Inspection of Premises
B14	Licence to Occupy Premises
B15	Property
B16	Biological Materials
B17	Offers of Employment
B18	Employment Provisions
C1	Price
C2	Payment and VAT
C3	Recovery of Sums Due
C4	Price During Extension
D1	Prevention of Fraud and Bribery
D2	Discrimination
D3	Rights of Third Parties
D4	Health and Safety
D5	Environmental Requirements
E1	Authority Data
E2	Data Protection
E3	Official Secrets Acts and Finance Act 1989
E4	Confidential Information
E5	Freedom of Information
E6	Publicity, Media and Official Enquiries
E7	Security
E8	Intellectual Property Rights
E9	Commercial Exploitation
E10	Audit
E11	Tax Compliance
F1	Failure to meet requirements

F2	Monitoring Contract Performance
F3	Reporting
F4	Remedies for inadequate performance
F5	Transfer and Sub-Contracting
F6	Waiver
F7	Variation
F8	Severability
F9	Remedies Cumulative
F10	Entire Agreement
F11	Counterparts
G1	Liability, Indemnity and Insurance
G2	Warranties and Representations
G3	Force Majeure
H1	Termination on Insolvency and Change of Control
H2	Termination on Default
H3	Termination on Notice
H4	Other Termination Grounds
H5	Consequences of Expiry or Termination
H6	Disruption
H7	Recovery upon Termination
H8	Retendering and Handover
H9	Exit Management
H10	Exit Procedures
H11	Knowledge Retention
I1	Governing Law and Jurisdiction
I2	Dispute Resolution

A GENERAL PROVISIONS

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**Affected Party**” means the Party seeking to claim relief in respect of a Force Majeure Event.

“**Affiliate**” means in relation to a body corporate, any other entity which directly or indirectly Controls is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

“**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Authorised Representative**” means the Authority representative named in the CCN as authorised to approve agreed Variations.

“**Authority Data**” means

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Authority is the Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Contractor or its Sub-Contractors for provision of the Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Contractor for the purposes of providing the Services.

“Authority System” means the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Contractor in connection with the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services.

“Biological Materials” means any material (including, without limitation, plants, animals, microbes or viruses) of biological origin which contains genetic information capable of reproduction and/or material derived from the same that is collected or produced through the Contract.

“BPSS” means the HMG Baseline Personnel Security Standard for Government employees.

“Bravo” has the meaning given in paragraph 1.2 of the Form of Contract.

“CCN” means a change control notice in the form set out in Schedule 3.

“Commencement Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price;
- (b) details of the Contractor’s Intellectual Property Rights; and
- (c) the Contractor’s business and investment plans

which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause E4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” has the meaning given in paragraph 1.1 of the Form of Contract.

“Contract Period” means the period from the Commencement Date to:

- (a) the End Date; or
- (b) following an Extension the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 3 of the Regulations.

“Contractor Software” means software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services and which is set out in Schedule 7.

“Contractor System” means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority System).

“Control” means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.

“Conventions” means any and all of: i) the Convention on Biological Diversity and the International Treaty on Plant Genetic Resources for Food and Agriculture, including any Protocols and other additions or amendments from time to time; ii) any guidelines adopted by the parties to the same (including, without limitation, the Bonn Guidelines on Access to Genetic Resources and Fair and Equitable Sharing of the Benefits Arising out of their Utilization); and iii) any national legal or regulatory requirements made in pursuance of the provisions of the same in any territory.

“Controller” has the meaning given in the GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and “Crown Body” is an emanation of the foregoing.

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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 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.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA 2018” means the Data Protection Act 2018.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“End Date” means the date set out in paragraph 1.3 of the Form of Contract.

“Equipment” means the Contractor’s equipment, consumables, plant, materials and such other items supplied and used by the Contractor in the delivery of the Services.

“Extension” has the meaning given in paragraph 1.4 of the Form of Contract.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Staff or any other failure in the Contractor’s supply chain.

“Form of Contract” means Section 1 of the Contract.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679).

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs;

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Goods” means any goods supplied by the Contractor (or by a Sub-Contractor) under the Contract as specified in Schedule 1 including any modified or alternative goods.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMRC” means HM Revenue & Customs.

“ICT Environment” means the Authority System and the Contractor System.

“Income” means any revenues received by the Contractor (including, without limitation, the sale or disposal of products or services, royalties, payments for licences or options and stage payments) irrespective of whether such payment is in money or other consideration, arising from the use or exploitation of the Results or any part of the Results.

“Information” has the meaning given under section 84 of the FOIA.

“Initial Contract Period” means the period from the Commencement Date to the End Date.

“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.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“Joint Controllers” means where two or more Controllers jointly determine the purposes and means of processing.

“Key Biological Materials” means Biological Materials held by or on behalf of the Contractor that are agreed by the Contractor, the Authority and (if relevant) the appropriate independent scientific advisory body (in each case acting reasonably) to be of national or international importance.

“Key Personnel” mean those persons named in the Specification as key personnel.

“Know-How” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“Law” means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the relevant Party is bound to comply.

“LED” means Law Enforcement Directive (Directive (EU) 2016/680).

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application

software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses A6, B16, D1, E1, E2, E3, E4, E7, E8 or E11.

“Month” means calendar month.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - i. a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - ii. the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion.

“Personal Data” has the meaning given in the GDPR.

“Personal Data Breach” has the meaning given in the GDPR.

“Premises” means the location where the Services are to be supplied as set out in the Specification.

“Price” means the price (excluding any applicable VAT) payable to the Contractor by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Contractor of its obligations under the Contract.

“Processor” has the meaning given in the GDPR.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - i. induce that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;

(c) an offence:

- i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
- ii. under legislation or common law concerning fraudulent acts; or
- iii. the defrauding, attempting to defraud or conspiring to defraud the Authority;

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Project Year” means each period of 12 months during the Contract Period beginning with the Commencement Date.

“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 including those outlined in Schedule 8.

“Property” means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

“Purchase Order” means the document in which the Authority specifies the Services which are to be supplied by the Contractor under the Contract.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1.

“Receipt” means the physical or electronic arrival of the invoice at the address specified in clause A4.4 or at any other address given by the Authority to the Contractor for the submission of invoices from time to time.

“Regulations” means the Public Contract Regulations 2015 (SI 2015/102).

“Regulatory Body” means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

“Relevant Conviction” means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Replacement Contractor” means any third party supplier appointed by the Authority to supply any goods and/or services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Contractor for use in relation to the performance of its obligations under the Contract; or
- b) the result of any work done by the Contractor, the Staff or any Sub-Contractor in relation to the provision of the Services.

“Returning Employees” means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Contract Period.

“Security Policy Framework” means the HMG Security Policy Framework (available from the Cabinet Office's Government Security Secretariat) as updated from time to time.

“Services” means the services set out in Schedule 1 (including any modified or alternative services) and, if the context so requires, includes Goods.

“Specification” means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, students, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

“Sub-Contract” means a contract between 2 or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Contractor related to this Contract.

“Tender” means the document submitted by the Contractor to the Authority in response to the Authority's invitation to suppliers for formal offers to supply the Services.

“TFEU” means the Treaty on the Functioning of the European Union.

“Third Party IP Claim” has the meaning given to it in clause E8.7 (Intellectual Property Rights).

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor to provide the Services including the software and which is specified as such in Schedule 7.

“Treaties” means the Treaty on European Union and the TFEU.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B17.1.

“Valid Invoice” means an invoice containing the information set out in clause C2.5.

“Variation” means a variation to the Specification, the Price or any of the terms or conditions of the Contract.

“VAT” means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- (a) the singular includes the plural and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- (e) the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- (f) headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (g) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (h) references to the Contract are references to the Contract as amended from time to time; and
- (i) if there are no Co-funders, references to the Co-funders shall have no meaning or effect.

A2 The Authority’s Obligations

- A2.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, and the exercise by the Authority of its duties and powers in any other capacity shall not lead to any liability (howsoever arising) on the part of the Authority to the Contractor.

A3 Contractor’s Status

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

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

A4 Notices and Communications

- A4.1 Subject to clause A4.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.

- A4.2 If it is not returned as undelivered a notice served:

- (a) in a letter is deemed to have been received 2 Working Days after the day it was sent; and
- (b) in an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day

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

- A4.3 Notices pursuant to clauses G3 (Force Majeure), I2 (Dispute Resolution) or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

- A4.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

- (a) For the Authority:

Contact Name: [REDACTED] Farming Analysis & Evidence Team

Address: Defra, Horizon House, Deanery Road, Bristol, BS1 5AH and

Email: [REDACTED]

- (b) For the Contractor:

Contact Name: [REDACTED]

Address: Peter Wilson Building, West Mains Road, Edinburgh, EH9 3JG and

Email: [REDACTED]

A5 Mistakes in Information

- A5.1 The Contractor is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A6 Conflicts of Interest

- A6.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will notify the Authority without delay giving full particulars of any such conflict of interest which may arise.

- A6.2 The Authority may terminate the Contract immediately by notice and/or take or require the Contractor to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause A6 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

B. THE SERVICES

B1 Specification

- B1.1 In consideration of the Contractor supplying the Services the Contractor shall be paid the Price.

B2 Samples

- B2.1 If requested by the Authority, the Contractor shall provide the Authority with samples of Goods for evaluation and Approval, at the Contractor's cost and expense.
- B2.2 The Contractor shall ensure that the Goods are fully compatible with any equipment, to the extent specified in the Specification.
- B2.3 The Contractor acknowledges that the Authority relies on the skill and judgment of the Contractor in the supply of the Goods and the performance of the Contractor's obligations under the Contract.

B3 Delivery

- B3.1 Unless otherwise stated in the Specification, where the Goods are delivered by the Contractor, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. If the Goods are collected by the Authority, the point of delivery shall be when the Goods are loaded on the Authority's vehicle.
- B3.2 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Contractor's suppliers or carriers at such place as the Authority or duly authorised person shall reasonably direct.
- B3.3 Any access to the Premises and any labour and equipment that may be provided by the Authority in connection with delivery shall be provided without acceptance by the Authority of any liability whatsoever to the extent permitted by law.
- B3.4 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Contractor and its Sub-Contractors shall at all times comply with the security requirements of the Authority.
- B3.5 The Authority shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification.
- B3.6 The Authority is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Authority elects not to accept such over-delivered Goods it shall give notice to the Contractor to remove them within 5 Working Days and to refund to the Authority any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Authority may dispose of such Goods and charge the Contractor for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Contractor unless they are accepted by the Authority.

- B3.7 Unless expressly agreed to the contrary, the Authority shall not accept delivery by instalments. If, however, the Authority does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of the Contract without further liability to the Authority.
- B3.8 The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice. The Contractor shall provide free of charge all such facilities as the Authority may reasonably require for such inspection and examination. In this clause B3, Services include planning or preliminary work in connection with the supply of the Services.
- B3.9 If reasonably requested to do so by the Authority, the Contractor shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B3.10 Timely supply of the Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Contractor fails materially to deliver the Services within the time promised or specified in the Specification, the Authority is released from any obligation to accept and pay for the Services and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.

B4 Risk and Ownership

- B4.1 Subject to clauses B3.5 and B3.6, risk in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1 (Failure to meet Requirements)), pass to the Authority at the time of delivery.
- B4.2 Ownership in the Goods shall, without prejudice to any other rights or remedies of the Authority (including the Authority's rights and remedies under clause F1), pass to the Authority at the time of delivery (or payment, if earlier).

B5 Non-Delivery

- B5.1 On dispatch of any consignment of the Goods the Contractor shall send the Authority an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.
- B5.2 If the Authority has been informed in writing of the despatch of the Goods and, having been placed in transit, the Goods are not delivered to the Authority on the due date for delivery, the Authority shall, within 10 Working Days of the notified date of delivery, give notice to the Contractor that the Goods have not been delivered and may request the Contractor to deliver substitute Goods free of charge within the timescales specified by the Authority or terminate the Contract in accordance with clause B3.10.

B6 Labelling and Packaging

- B6.1 The Contractor shall ensure that the Goods are labelled and packaged in accordance with the Contract.
- B6.2 The Contractor shall comply with the Packaging & Packaging Waste Directive (94/62/EC), implemented in the UK by the Packaging (Essential Requirements) Regulations 2003. The container in which the Goods are held shall be labelled with the Contractor's name, the net, gross and tare weights, and contain a description of its contents. All containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

- B6.3 The Contractor is responsible for the removal and disposal of all packaging materials from the Premises within the period specified by the Authority and at no cost to the Authority.
- B6.4 If no period for collection and disposal is specified by the Authority, the Contractor shall collect the packaging from the Premises no later than 10 Working Days from the date of delivery of the Goods. The Authority shall be entitled to dispose of any packaging materials which have not been collected by the Contractor within those 10 Working Days or such other period specified by the Authority for collection. The Contractor shall be responsible for the payment of any costs incurred by the Authority in connection with its collection and disposal of that packaging material.
- B6.5 The Contractor shall:
- (a) use packaging capable of easy recovery for further use or recycling. Packaging materials shall be easily separable by hand into recyclable parts consisting of one material (e.g. cardboard, paper, plastic, textile);
 - (b) reuse the packaging and, where reuse is not practicable, recycle the materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging, where these fulfil other packaging specifications;
 - (c) make maximum use of materials taken from renewable sources, if recycled materials are not suitable or not readily available;
 - (d) if using wooden pallets or timber derived products for the packaging and supply of Goods comply with the Authority's timber procurement policy;
 - (e) review packaging specifications periodically to ensure that no unnecessary limitations on the use of recycled materials exist; and
 - (f) if requested to do so, provide the Authority with a description of the product packaging and evidence to satisfy the Authority that it is reusing, recycling and reviewing its use of packaging. The evidence should provide proof of compliance with BS EN 13430 on recyclability or BS EN 13429 on reusability, or equivalent.

B7 Training

- B7.1 If included in the Specification, the Price includes the cost of instruction of the Authority's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements detailed in the Specification.

B8 Provision and Removal of Equipment

- B8.1 The Contractor shall provide all the Equipment and resource necessary for the supply of the Services.
- B8.2 The Contractor shall not deliver any Equipment to or begin any work on the Premises without obtaining Approval.
- B8.3 All Equipment brought onto the Premises is at the Contractor's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Authority's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.

- B8.4 Unless otherwise agreed, Equipment brought onto the Premises remains the property of the Contractor.
- B8.5 If the cost of any Equipment is reimbursed to the Contractor such Equipment is the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Contractor will keep a full and accurate inventory of such Equipment and will deliver that inventory to the Authority on request and on completion of the Services.
- B8.6 The Contractor shall maintain all Equipment in a safe, serviceable and clean condition.
- B8.7 The Contractor shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:
- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- B8.8 Within 20 Working Days of the end of the Contract Period, the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Contractor or Staff.

B9 Goods Delivery

- B9.1 The Contractor shall perform its obligations under the Contract:
- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - (b) in accordance with Good Industry Practice; and
 - (c) in compliance with all applicable Laws.
- B9.2 The Contractor shall ensure the Goods:
- (a) conform in all respects with the Specification and, where applicable, with any sample approved by the Authority;
 - (b) operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification;
 - (c) conform in all respects with all applicable Laws; and
 - (d) are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such goods are ordinarily used and for any particular purpose made known to the Contractor by the Authority.

B10 Service Delivery

- B10.1 The Contractor shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any

event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

B10.2 The Contractor shall ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services. The Contractor shall ensure that those Staff are properly managed and supervised.

B10.3 If the Specification includes installation of equipment the Contractor shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Contractor:

- (a) accept the installation; or
- (b) reject the installation and inform the Contractor why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.

B10.4 If the Authority rejects the installation pursuant to clause B10.3(b), the Contractor shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, satisfy the Specification, the Authority may terminate the Contract with immediate effect by notice.

B10.5 The installation shall be complete when the Contractor receives a notice issued by the Authority in accordance with clause B10.3(a). Notwithstanding acceptance of any installation in accordance with clause B10.3(a), the Contractor shall remain solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.

B10.6 During the Contract Period, the Contractor shall:

- (a) at all times have all licences, approvals and consents necessary to enable the Contractor and Staff to carry out the installation;
- (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and
- (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.

B11 Key Personnel

B11.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services.

B11.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.

B11.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status, experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

B11.4 The Authority shall not unreasonably withhold its agreement under clauses B11.2 or B11.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to

minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

- B11.5 The Authority may, by notice to the Contractor, ask it to remove any Staff whose presence is, in the Authority's reasonable opinion, undesirable. The Contractor shall comply with any such request immediately.

B12 Contractor's Staff

- B12.1 The Authority may, by notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:

- (a) any member of the Staff; or
- (b) any person employed or engaged by any member of the Staff

whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.

- B12.2 At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- B12.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Contractor has failed to comply with clause B12.2 shall be final.
- B12.4 The Contractor shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

B13 Inspection of Premises

- B13.1 Save as the Authority may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have complete due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B14 Licence to Occupy Premises

- B14.1 Any land or Premises made available from time to time to the Contractor by the Authority in connection with the Contract shall be on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B14.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B14.3 Should the Contractor require modifications to the Authority's Premises, such modifications shall be subject to Approval and shall be carried out by the Authority at the Contractor's expense. The Authority shall undertake approved modification work without undue delay.
- B14.4 The Contractor shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security

arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.

- B14.5 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority retains the right at any time to use the Premises owned or occupied by it in any manner it sees fit.

B15 Property

- B15.1 All Property is and shall remain the property of the Authority and the Contractor irrevocably licenses the Authority and its agents to enter any Premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.
- B15.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Authority otherwise within 5 Working Days of receipt.
- B15.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B15.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B15.5 The Contractor shall be liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Contractor shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B16 Biological Materials

- B16.1 The Contractor shall ensure that any Biological Materials collected by or on behalf of the Contractor in the course of performance of the Services are:
- (a) collected and used in accordance with the Conventions, where relevant;
 - (b) made available to the Authority (or such other person as the Authority may specify) whenever and wherever and in whatever format the Authority may reasonably require for any purpose (including, without limitation, handover on termination of the Services); and
 - (c) stored for whatever period is reasonably required by the Authority (or, in the absence of any such requirement, an appropriate period in all the circumstances taking into account the nature of the relevant Biological Materials) following termination of the Contract.
- B16.2 The Contractor recognises and acknowledges for the purposes of clause B16.1 (c) that Key Biological Materials in its possession are likely to require long term maintenance and shall put in place appropriate procedures for ensuring that relevant samples are selected for this purpose where applicable.

B16.3 The Contractor shall identify any requirements of the Conventions (including, without limitation, benefit-sharing requirements arising from use of Biological Materials) which may apply in connection with the Services. The Contractor shall comply with any such requirements and inform the Authority of the same. This clause B16.3 shall be without prejudice to the generality of clause B10.1.

B16.4 Failure to comply with any obligation in clause B16 shall amount to a Material Breach for the purpose of clause H2 (Termination on Default). For the avoidance of doubt, where no Biological Materials are, or are to be, collected by or on behalf of the Contractor in the course of performance of the Contract all references to Biological Materials in this clause B16 or elsewhere in the Contract shall have no effect.

B17 Offers of Employment

B17.1 Except in respect of any transfer of Staff under TUPE, for the Contract Period and for 12 Months thereafter the Contractor shall not employ or offer employment to any of the Authority's staff who have been associated with the Services and/or the Contract without Approval.

B18 Employment Provisions

B18.1 Not later than 12 Months prior to the end of the Contract Period, the Contractor shall fully and accurately disclose to the Authority all information that the Authority may reasonably request in relation to the Staff including the following:

- (a) the total number of Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law;
- (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B18.1(a);
- (c) the terms and conditions of employment/engagement of the Staff referred to in clause B18.1(a), their job titles and qualifications;
- (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
- (e) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.

B18.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Contractor shall give the Authority updated TUPE Information.

B18.3 Each time the Contractor supplies TUPE Information to the Authority it shall warrant its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Contractor.

B18.4 The Authority may use TUPE Information it receives from the Contractor for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Contractor shall provide the Replacement Contractor with such assistance as it shall reasonably request.

B18.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the Authority, the Crown and any Replacement Contractor against

all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Contractor may suffer or incur as a result of or in connection with:

- (a) the provision of TUPE Information;
- (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU Law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period;
- (c) any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
- (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
- (e) any claim by any person who is transferred by the Contractor to the Authority and/or a Replacement Contractor whose name is not included in the list of Returning Employees.

B18.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date TUPE Information.

B18.7 This clause B18 applies during the Contract Period and indefinitely thereafter.

B18.8 The Contractor undertakes to the Authority that, during the 12 Months prior to the end of the Contract Period the Contractor shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Contractor and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Contractor, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

C PAYMENT

C1 Price

C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Authority shall pay the Price in accordance with clause C2.

C2 Payment and VAT

C2.1 The Contractor shall submit invoices to the Authority on the dates set out in Schedule 2.

C2.2 The Authority shall, in addition to the Price and following Receipt of a Valid Invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

C2.3 The Contractor shall add VAT to the Price at the prevailing rate as applicable and shall show the amount of VAT payable separately on all invoices as an extra charge. If the Contractor fails to show VAT on an invoice, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.

C2.4 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

C2.5 Valid Invoices shall include:

- (a) the Contractor's full name, address and title of the Contract;
- (b) (if Goods are included in the Specification) the name and quantity of the Goods delivered including batch numbers;
- (c) the Purchase Order number

and, if requested by the Authority:

- (d) timesheets for Staff engaged in providing the Services signed and dated by the Authority's representative on the Premises on the day;
- (e) the name of the individuals to whom the timesheet relates and hourly rates for each;
- (f) identification of which individuals are Contractor's staff and which are Sub-Contractors;
- (g) the address of the Premises and the date on which work was undertaken;
- (h) the time spent working on the Premises by the individuals concerned;
- (i) details of the type of work undertaken by the individuals concerned;
- (j) details of plant or materials operated and on standby;
- (k) separate identification of time spent travelling and/or meal or rest breaks; and
- (l) where appropriate, details of journeys made and distances travelled.

- C2.6 The Authority shall not pay Contractor time spent on meal or rest breaks and the Contractor shall ensure that all workers take adequate meal or rest breaks.
- C2.7 The Authority shall not pay for plant which is not in use during a meal or rest break.
- C2.8 Meal and rest breaks will include breaks both in or outside an individual's workplace along with any time taken in travelling to or from the break location and/or any facilities for cleaning/changing/washing in preparation for or return from a meal or rest break.
- C2.9 Timesheets must include a minimum of 30 minutes break for each shift of 8 hours, a minimum of 45 minutes break in a shift of between 8 and 12 hours and a minimum of one hour break will be taken within a shift in excess of 12 hours and the Contractor's rates and Contract Price must include such breaks.
- C2.10 The Authority shall not pay the Contractor's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include, without limitation; facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.
- C2.11 If Schedule 2 expressly provides that the Authority may be charged for plant which is on standby then in circumstances where plant was waiting to be transferred between Premises or where the Authority has instructed that the plant is retained on the Premises then a standby charge of 60% of agreed rates may be made in respect of such relevant periods if supported by timesheets.
- C2.12 The Authority shall pay only for the time spent by Staff working on the Premises.
- C2.13 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Contractor is awaiting licensing of the Premises on the Authority's instructions).
- C2.14 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Contractor shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.
- C2.15 The Contractor may claim expenses only if they are clearly identified, supported by original receipts and Approved.
- C2.16 If the Authority pays the Contractor prior to the submission of a Valid Invoice this payment shall be on account of and deductible from the next payment to be made.
- C2.17 If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Contractor. All payments made by the Authority to the Contractor shall be on an interim basis pending final resolution of an account with the Contractor in accordance with the terms of this clause C2.
- C2.18 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a Valid Invoice. Valid Invoices should be submitted for payment to the following address:

ssd.apdefra.gsi.gov.uk (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ.

- C2.19 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- C2.20 The Contractor shall ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- C2.21 The Contractor shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause C2.21 shall be paid by the Contractor to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- C2.22 The Contractor shall not suspend the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.
- C2.23 The Authority shall not pay an invoice which is not Valid Invoice.

C3 Recovery of Sums Due

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

C4 Price during Extension

- C4.1 Subject to Schedule 2 and clause F7 (Variation), the Price shall apply for the Initial Contract Period and until the end date of any extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

D. STATUTORY OBLIGATIONS

D1 Prevention of Fraud and Bribery

- D1.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

D1.2 The Contractor shall not during the Contract Period:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

D1.3 The Contractor shall, during the Contract Period:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause D1.3(a) and make such records available to the Authority on request.

D1.4 The Contractor shall immediately notify the Authority in writing if it becomes aware of any breach of clauses D1.1 and/or D1.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

D1.5 If the Contractor notifies the Authority pursuant to clause D1.4, the Contractor shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation.

D1.6 If the Contractor is in Default under clauses D1.1 and/or D1.2, the Authority may by notice:

- (a) require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- (b) immediately terminate the Contract.

D1.7 Any notice served by the Authority under clause D1.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract shall terminate).

D2 Discrimination

D2.1 The Contractor shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality and diversity policy as given to the Contractor from time to time;
 - iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law; and
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

D3 Rights of Third Parties

- D3.1 The provisions of clause B18.5 and E8.3 confer benefits on persons named in such provisions (together "**Third Party Provisions**") other than the Parties (each person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").
- D3.2 Subject to clause D3.1, a person who is not a Party has no right under the CRTPA to enforce any provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- D3.3 No Third Party Beneficiary may enforce or take steps to enforce any Third Party Provision without Approval.
- D3.4 Any amendments to the Contract may be made by the Parties without the consent of any Third Party Beneficiary.

D4 Health and Safety

- D4.1 The Contractor shall perform its obligations under the Contract in accordance with:
- (a) all applicable Law regarding health and safety; and
 - (b) the Authority's health and safety policy while at the Authority's Premises.
- D4.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Contractor shall instruct Staff to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

D5 Environmental Requirements

- D5.1 The Contractor shall in the performance of the Contract have due regard to the Authority's environmental, sustainable and ethical procurement policies ("**Environmental Policies**") which require the Authority through its procurement and management of suppliers to:
- (a) conserve energy, water, wood, paper and other resources and reduce waste;
 - (b) phase out the use of ozone depleting substances;
 - (c) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
 - (d) minimise the use of products harmful to health and the environment such as hazardous substances and solvents, replacing them with more benign substances where feasible and, where such substances are necessary, to ensure that they are stored in properly labelled containers, used and disposed of in compliance with legal and regulatory requirements and any instructions from the Authority;
 - (e) reduce fuel emissions wherever possible;
 - (f) maximise the use of recovered materials and, if recycled materials are not suitable or not readily available, to maximise the use of materials taken from renewable sources; and
 - (g) promote the design of products that are capable of reuse or remanufacture or easily separable into recyclable parts consisting of one material (e.g. steel, plastic, textile).
- D5.2 The Contractor shall ensure that any equipment and materials used in the provision of the Services do not contain:
- (a) ozone depleting substances such as hydrochlorofluorocarbons (HCFCs), halons, carbon tetrachloride, 111 trichloroethane, bromochloromethane or any other damaging substances; and/or
 - (b) HFCs and other gaseous and non-gaseous substances with a high global warming potential;
- unless given written permission by the Authority to do so.
- D5.3 The Contractor shall conserve energy and water; reduce carbon emissions and other greenhouse gases; minimise the use of substances damaging or hazardous to health and the environment and reduce waste by, for example, using resources more efficiently and reusing, recycling and composting and respecting biodiversity.
- D5.4 If required by the Authority the Contractor shall provide the Authority with information about its compliance with its obligations under clause D5.3.
- D5.5 The Contractor shall ensure that its Staff are aware of the Authority's Environmental Policies.
- D5.6 The Contractor shall comply with the minimum environmental mandatory standards in the "Government Buying Standards" and in addition where required by the Authority, comply with any relevant "Best Practice" and "Class Leader" standards in relation to any goods on that list which are supplied to the Authority by or on behalf of the Contractor under the Contract.
- D5.7 The Contractor shall:

- (a) identify any risks from climate change and variable weather such as higher temperatures, droughts, flooding, sea and river level rises, coastal and riparian erosion, water scarcity, and loss of water quality which may disrupt and/or affect the supply of the Services; and
- (b) if such risks have been identified, enhance the resilience of its organisation to enable it to adapt and deal with the effects of such extreme events, including by having the necessary awareness-raising, evaluation, preventive, preparatory, recovery measures and support systems in place in order to minimise any disruption to the supply of the Services.

E PROTECTION OF INFORMATION

E1 Authority Data

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

E2 Data Protection

- E2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 5. The only processing that the Contractor is authorised to do is listed in Schedule 5 by the Authority and may not be determined by the Contractor.

- E2.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- E2.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- (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.
- E2.4 The Contractor 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 Schedule 5 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority 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 Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 5);
 - (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 Authority or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

- (d) not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the 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 Authority;
 - (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 Authority in meeting its obligations); and
 - (iv) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

E2.5 Subject to clause E2.6 the Contractor shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, 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.

E2.6 The Contractor's obligation to notify under clause E2.5 shall include the provision of further information to the Authority in phases, as details become available.

E2.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause E2.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- (a) the Authority with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

- (d) assistance as requested by the Authority following any Data Loss Event;
- (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

- E2.8 The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- (a) the Authority determines that the processing is not occasional;
 - (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- E2.9 The Contractor shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.
- E2.10 Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- E2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Contractor must:
- (a) notify the Authority in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Authority;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause E2 such that they apply to the Sub-processor; and
 - (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- E2.12 The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- E2.13 The Authority 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).
- E2.14 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- E2.15 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E3 Official Secrets Acts and Finance Act 1989

E3.1 The Contractor shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

E4 Confidential Information

E4.1 Except to the extent set out in this clause E4 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

E4.2 The Contractor hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.

E4.3 If required by the Authority, the Contractor shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in substantially the form attached in Schedule 5 and, if applicable, incorporating the requirements of clause E2.11. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.

E4.4 If requested by the Authority, the Contractor shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Contractor shall ensure that its Staff, professional advisors and consultants are aware of the Contractor's confidentiality obligations under the Contract.

E4.5 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E4.6 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

E4.7 Clause E4.1 shall not apply to the extent that:

- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
- (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- (c) such information was obtained from a third party without obligation of confidentiality;
- (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
- (e) it is independently developed without access to the other Party's Confidential Information.

E4.8 Nothing in clause E4.1 shall prevent the Authority disclosing any Confidential Information obtained from the Contractor:

- (a) for the purpose of the examination and certification of the Authority's accounts;
- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (c) to any Crown Body or any Contracting Authority and the Contractor hereby acknowledges that all government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department or any Contracting Authority;
- (d) to any consultant, contractor or other person engaged by the Authority

provided that in disclosing information under clauses E4.8 (c) and (d) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

E4.9 Nothing in clauses E4.1 to E4.6 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

E4.10 The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause E4.6 is made aware of the Authority's obligations of confidentiality.

E4.11 If the Contractor does not comply with clauses E4.1 to E4.6 the Authority may terminate the Contract immediately on notice to the Contractor.

E4.12 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Contractor shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.

E4.13 The Contractor will immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Contractor will co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data.

E4.14 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Authority's request if the Authority reasonably believes the Contractor has failed to comply with clause E4.12.

E5 Freedom of Information

E5.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.

- E5.2 The Contractor shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt:
- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
 - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
 - (c) not respond to directly to a Request for Information unless authorised to do so in writing by the Authority.
- E5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

E6 Publicity, Media and Official Enquiries

- E6.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.
- E6.2 The Contractor shall use its best endeavours to ensure that its Staff, professional advisors and consultants comply with clause E6.1.
- E6.3 Notwithstanding clause E6.1 but subject to clause E4 (Confidential Information) and Schedule 4, the Contractor shall endeavour to make the Results generally available (including in scientific journals where reasonably appropriate) and shall acknowledge in any public statement the financial support of the Authority and the Co-funders. The Contractor shall send details of any proposed publication to the Authority at least 2 weeks prior to the proposed publication and shall notify the Authority immediately if approached by the media about the Services.
- E6.4 Subject to clause E4 (Confidential Information) and Schedule 4 the Authority may disclose, copy and otherwise distribute to the public or use in any way any information arising out of the Services or comprised in any work relating to the Services.
- E6.5 Nothing in the Contract shall permit or require the Contractor or the Co-funders to make any disclosure of information which would jeopardise any commercial exploitation of the Results.

E7 Security

- E7.1 The Authority shall be responsible for maintaining the security of the Authority's Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, and shall ensure that all Staff comply with such requirements.
- E7.2 The Authority shall give the Contractor upon request copies of its written security procedures.
- E7.3 The Contractor shall, as an enduring obligation during the Contract Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.

- E7.4 Notwithstanding clause E7.3, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Authority Data, assist each other to mitigate any losses and to restore the provision of Services to their desired operating efficiency.
- E7.5 Any cost arising out of the actions of the Parties taken in compliance with clause E7.4 shall be borne by the Parties as follows:
- (a) by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Contractor); and
 - (b) by the Authority if the Malicious Software originates from the Authority Software or Authority Data (whilst the Authority Data was under the control of the Authority).

E8 Intellectual Property Rights

E8.1 All Intellectual Property Rights in:

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

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

E8.2 The Contractor hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor;
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials prepared in accordance with clauses E8.1 (a) and (b),

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

E8.3 The Contractor shall:

- (a) ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Authority to sub-licence, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");

- (b) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
 - (c) during and after the Contract Period, indemnify and keep indemnified the Authority and the Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Indemnified Persons may suffer or incur as a result of or in connection with any breach of this clause E8.3, except to the extent that any such claim results directly from:
 - i) items or materials based upon designs supplied by the Authority; or
 - ii) the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.
- E8.4 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor to the Authority.
- E8.5 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Contractor or an Indemnified Person) arising from the performance of the Contractor's obligations under the Contract ("**Third Party IP Claim**"), provided that the Contractor shall at all times:
- (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
 - (b) take due and proper account of the interests of the Authority; and
 - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- E8.6 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any Third Party IP Claim and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not be required to indemnify the Authority under this clause E8.6 in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E8.3 (c) i) and ii).
- E8.7 The Authority shall not, without the Contractor's consent, make any admissions which may be prejudicial to the defence or settlement of any Third Party IP Claim.
- E8.8 If any Third Party IP Claim is made or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E8.3 and G2.1(g)) use its best endeavours to:
- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and if the Contractor is unable to comply with clauses E8.8(a) or (b) within 20 Working Days of receipt by the Authority of the Contractor's notification the Authority may terminate the Contract immediately by notice to the Contractor.

- E8.9 The Contractor grants to the Authority and, if requested by the Authority, any Replacement Contractor, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Authority (or the Replacement Contractor) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

E9 Commercial Exploitation

- E9.1 The Contractor shall:

- (a) ensure that its staff, students and sub-contractors are and will be engaged in relation to the Contract and the Services on terms which do not entitle any of them to any rights in the Results; and
- (b) ensure that it is and remains entitled to transfer free from any encumbrances any title and/or rights necessary to effect the vesting of Intellectual Property Rights required by the Contract.

- E9.2 Subject to clauses E9.3 and E9.4 the Contractor will use reasonable endeavours to exploit the Results commercially for its benefit and the benefit of the Authority and the Co-funders.

- E9.3 The Contractor shall identify and inform the Authority of any Results which it considers suitable for commercial exploitation. If the Contractor has identified an opportunity for the commercial exploitation of the Results then it shall either apply to the Authority for a licence (with a right to sub-license as required) as may be necessary, or provide such assistance as is required by the Authority to facilitate a licence being granted by the Authority to a third party.

- E9.4 The Contractor shall identify and inform the Authority of any Results which may be suitable for registration as a patent, copyright, registered design, trade mark or other legal protection and shall use its reasonable endeavours to apply for such protection throughout or in any part of the world in the name of the Authority, and shall maintain such protection in such part of the world as it considers suitable at its own expense.

- E9.5 Subject to clause E9.6 the Income from the commercial exploitation of the Results shall, after deduction of allowable costs as described below, be apportioned between the Parties as follows:

- (a) the Authority and Co-Funders: 10%, to be divided in the proportion of the actual payments made to the Contractor under the Contract by the Authority and Co-Funders respectively; and
- (b) the Contractor: 90%.

- E9.6 The Income referred to in clause E9.5 shall be payable for the longer of:

- (a) the term of any patent arising from or incorporating any of the Results; and
- (b) the period in which any Know-How arising from the Results and used in any products or services exploited by the Contractor remains secret and substantial.

- E9.7 The allowable costs for the purposes of clause E9.5 shall be limited to:

- (a) the registration fees for the registering of any rights in relation to such Results;
- (b) any legal costs reasonably incurred in relation to legal proceedings in relation to such Results in any appropriate forum and before any appropriate tribunal in any country and any costs ordered by any such tribunal to be paid by the Parties or any of them;
- (c) any other reasonable cost or expenditure which may be agreed from time to time by the Authority and the Contractor; and
- (d) subject to Approval, any reasonable marketing, packaging and/or distribution costs, and any relevant experimental development costs including costs of field trials and/or demonstration projects incurred at the Contractor's expense.

E9.8 The Contractor shall have sole responsibility for making any payments due to Staff under any rewards or incentive schemes, whether contractual, ex gratia, or statutory, in relation to the Results, and any such payments shall not be a cost or expenditure liable to be subtracted from any Income pursuant to clause E9.5. Any payments in respect of a share of Income to be made to the Authority and/or the Co-funders by the Contractor shall be made promptly, in such format as the Authority may direct and accompanied by sufficient information to enable the Authority to identify: i) the contract to which such payments relate; and ii) the means (including a full breakdown of allowable costs) by which such payments have been calculated.

E9.9 If the Contractor does not intend to protect or exploit any Results then the Authority shall be entitled to obtain protection at its own cost and (if clause E8.1 has been amended or varied so that ownership of the Results vests in the Contractor) to have assigned to it at no charge all rights in the relevant Results. The Contractor will not be entitled to any share of the Income generated as the result of the protection or exploitation of the relevant Results obtained by the Authority.

E9.10 For the avoidance of doubt, clauses E9.5 to E9.9 do not apply to and do not affect any Intellectual Property Rights in existence before the commencement of the Services.

E10 Audit

E10.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract.

E10.2 The Contractor agrees to make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services.

E10.3 The Contractor shall permit duly authorised representatives of the Authority and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

E10.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

E11 Tax Compliance

- E11.1 If, during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Contractor shall:
- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
 - (b) promptly give the Authority:
 - i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.
- E11.2 If the Contractor or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Contractor shall:
- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
 - (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Contractor or any Staff.

F. CONTROL OF THE CONTRACT

F1 Failure to meet Requirements

- F1.1 If the Authority informs the Contractor in writing that the Authority 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 Authority, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.
- F1.2 The Authority may by notice to the Contractor reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of such Goods. If the Authority rejects any of the Goods pursuant to this clause the Authority may (without prejudice to its other rights and remedies) either:
- (a) have such Goods promptly, free of charge and in any event within 5 Working Days, either repaired by the Contractor or replaced by the Contractor with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
 - (b) treat the Contract as discharged by the Contractor's breach and obtain a refund (if payment for the Goods has already been made) from the Contractor in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining other goods in replacement.
- F1.3 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with clause F1.2.

F1.4 The issue by the Authority of a receipt note for delivery of the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Authority's acceptance of them.

F1.5 The Contractor hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is specified, for a period of 18 months from the date of delivery. If the Authority shall within such period or within 25 Working Days thereafter give notice to the Contractor of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Contractor shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall elect) free of charge.

F1.6 Any Goods rejected or returned by the Authority as described in clause F1.2 shall be returned to the Contractor at the Contractor's risk and expense.

F2 Monitoring of Contract Performance

F2.1 The Contractor shall immediately inform the Authority 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.

F2.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter (each being a "Review Date"), the Authority shall carry out a review of the performance of the Contractor ("Checkpoint Review"). Without prejudice to the generality of the foregoing, the Authority 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 Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services; a review of future requirements in relation to the Services and progress against key milestones.

F2.3 The Contractor shall provide at its own cost any assistance reasonably required by the Authority to perform such Checkpoint Review including the provision of data and information.

F2.4 The Authority 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 Authority's expectations and the Contractor's obligations under this Contract.

F2.5 The Authority shall give the Contractor a copy of the Checkpoint Review Report (if applicable). The Authority shall consider any Contractor comments and may produce a revised Checkpoint Review Report.

F2.6 The Contractor shall, within 10 Working Days of receipt of the Checkpoint Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Checkpoint Review Report.

F2.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Contractor's failure to meet its obligations under this Contract identified by the Checkpoint Review Report, or those which result from the Contractor's failure to meet the Authority'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 Authority.

F3 Reporting

- F3.1 Unless otherwise authorised in writing by the Authority, the Contractor shall submit an annual report (the "Annual Report") for each Project Year to the Authority in accordance with this clause F3.
- F3.2 The Contractor shall provide one hard copy of the Annual Report and one copy on either computer readable disk or e-mail in the format specified by or agreed with the Authority, no later than 4 weeks after the end of each Project Year, or, for work lasting one year or less, no later than 4 weeks after completion of the Services.
- F3.3 The Annual Report shall:
- (a) list the scientific objectives set out in the Specification, indicating where amendments have been agreed;
 - (b) indicate in non-scientific terms the scientific progress achieved since the Commencement Date or since the last Annual Report; how this relates to the policy objectives as set out in the relevant current statement of policy rationale and programme objectives relating to research and development issued by the Authority in accordance with the Specification, plus any findings of particular interest;
 - (c) indicate whether the scientific objectives in the Specification are appropriate for the remainder of the Contract Period, giving reasons for any changes, together with financial, Staff and time implications;
 - (d) list the milestones for the relevant Project Year as set out in the Specification, indicating which milestones have been met and whether the remaining milestones appear realistic (subject to clause F4);
 - (e) list any outputs, for example, published papers or presentations and identify any opportunities for exploiting any Intellectual Property Rights or technology transfer arising out of the Services and any action taken to protect and exploit such Intellectual Property Rights; and
 - (f) comment briefly on any new scientific opportunities which may arise from the Services.
- F3.4 Unless Approved, the Contractor shall submit by the completion date of the Services a final report (the "Final Report") consisting of 2 hard copies and one electronic copy on either computer readable disk or by e-mail in a format specified by the Authority. The Final Report shall include the following:
- (a) the Services' code and title as set out in the Specification; the name of the Contractor; the total costs; and the Commencement Date and date of completion of the Services;
 - (b) an executive summary of not more than 2 sides of A4 written in a style understandable to the intelligent non-scientist. This should include the main objectives of the Services; the methods and findings of the research; and any other significant events and options for new work; and
 - (c) a scientific report.
- F3.5 The scientific report referred to in clause F3.4(c) above shall contain:
- (a) the scientific objectives as set out in the Specification;
 - (b) the extent to which the objectives set out in the Specification have been met;

- (c) details of methods used and the Results obtained, including statistical analysis where appropriate;
- (d) a discussion of the Results and their reliability;
- (e) the main implications of the findings;
- (f) possible future work; and
- (g) any action resulting from the research, for example, protection of Intellectual Property Rights and knowledge transfer.

F3.6 Notwithstanding clause E6 (Publicity, Media and Official Enquiries), the Authority may publish the Final Report on a website. When submitting the Final Report to the Authority the Contractor shall indicate any information contained in the Final Report which it considers to be commercially sensitive or which might otherwise merit non-publication and the Authority shall not disclose such information without first having consulted the Contractor (without prejudice to the Authority's discretion as to whether to publish following such consultation).

F3.7 The Authority reserves the right to reject any Annual Report or Final Report submitted by the Contractor which is not, in the reasonable opinion of the Authority, satisfactory, either in form or content, having regard to the provisions of this Schedule. If an Annual Report or Final Report is rejected by the Authority, the Contractor shall remedy any deficiencies identified by the Authority and submit a revised version at no additional cost to the Authority or the Co-funders.

F3.8 The Contractor shall supply any additional reports, including financial reports, in respect of the Services, at such time or times, and in such form, as the Authority may reasonably require. Without prejudice to the generality of the foregoing, the Contractor shall provide to the Authority such information as the Authority may reasonably require regarding commercial exploitation of the Results, including details of any licences granted to third parties in respect of any Intellectual Property Rights in the same. The Contractor shall further keep at its normal place of business detailed accurate and up to date records and accounts showing details of its commercial exploitation of the Results including the sale of products or services which incorporate the Results, Income received, allowable costs deducted and the amount of licensing revenues received by it in respect of the Results in a format sufficient to ascertain that revenue sharing pursuant to the Contract has been properly accounted for and apportioned in accordance with the Contract.

F3.9 The Contractor shall, subject to reasonable notice, attend all meetings specified in the Contract or otherwise arranged by the Authority for the purpose of discussion of the Services.

F4 Remedies for inadequate performance

F4.1 If the Authority reasonably believes the Contractor has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor has demonstrated to the Authority's reasonable satisfaction that the Contractor will be able to supply the Services in accordance with the Specification;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;

- (c) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or
- (d) terminate the Contract in accordance with clause H2.

F4.2 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

F4.3 If the Authority reasonably believes the Contractor has failed to supply all or any part of the Services in accordance with the Contract, professional or industry practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Contractor notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.

F4.4 If the Contractor has been notified of a failure in accordance with clause F4.3 the Authority may:

- (a) direct the Contractor to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
- (b) withhold or reduce payments to the Contractor in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.

F4.5 If the Contractor has been notified of a failure in accordance with clause F4.3, it shall:

- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
- (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in this clause F4.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F4.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause F4.5 within the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Contractor.

F5 Transfer and Sub-Contracting

F5.1 Except where clauses F5.5 and F5.6 both apply, the Contractor shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such documents shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.

F5.2 The Contractor is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Contractor shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.

- F5.3 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with the provisions of clause E10 (Audit). If any Sub-Contractor or supplier does not allow the Authority access to the records then the Authority shall have no obligation to pay any claim or invoice made by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.
- F5.4 If the Authority has consented to the award of a Sub-Contract the Contractor shall ensure that:
- (a) the Sub-Contract contains a right for the Contractor to terminate the Sub-Contract if the relevant Sub-Contractor does not comply in the performance of its contract with legal obligations in environmental, social or labour law;
 - (b) the Sub-Contractor includes a provision having the same effect as set out in clause F5.4 (a) in any Sub-Contract which it awards; and
 - (c) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority immediately.
- F5.5 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
 - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.
- F5.6 Notwithstanding clause F5.1, the Contractor may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Contractor (including any interest which the Authority incurs under clause C2 (Payment and VAT)). Any assignment under this clause F5.6 shall be subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
 - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (c) the Authority receiving notification under both clauses F5.7 and F5.8.
- F5.7 If the Contractor assigns the right to receive the Price under clause F5.6, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F5.8 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority shall make payment.
- F5.9 The provisions of clause C2 shall continue to apply in all other respects after the assignment and shall not be amended without Approval.
- F5.10 Subject to clause F5.11, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority;

- (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- (c) any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

F5.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F5.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F5.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F5.10 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause F5 both such bodies being referred to as the "Transferee"):

- (a) the rights of termination of the Authority in clauses H1 and H2 shall be available to the Contractor in respect of the Transferee; and
- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F5.13 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F5.14 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of the Contract.

F6 Waiver

F6.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F6.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A4.2 (Notices).

F6.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F7 Variation

F7.1 If, after the Commencement Date, the Authority's requirements change, the Authority may request a Variation subject to the terms of this clause 7.

- F7.2 The Authority may request a Variation by notifying the Contractor in writing of the Variation and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement the Variation within a reasonable time limit specified by the Authority. If the Contractor accepts the Variation it shall confirm it in writing.
- F7.3 If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Contractor to fulfil its obligations under the Contract without the Variation to the Specification; or
 - (b) terminate the Contract immediately except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I2 (Dispute Resolution).
- F7.4 No Variation will take effect unless and until recorded in a validly executed CCN. Execution of a CCN shall be made via electronic signature as described in clause 1.2 of Section 1 of the Contract.
- F7.5 A CCN takes effect on the date both Parties communicate acceptance of the CCN via Bravo and, on the date it communicates its acceptance of the CCN in this way, the Contractor is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Contractor in addition to the warranties and representations set out in clause G2.
- F7.6 The provisions of clauses F7.4 and F7.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Variation in order to address the emergency. In an emergency, Variations may be approved by a different representative of the Authority. However, the Authorised Representative shall have the right to review such a Variation and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Variation.

F8 Severability

- F8.1 If any provision of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

F9 Remedies Cumulative

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

F10 Entire Agreement

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

fraudulent misrepresentation.

F11 Counterparts

F11.1 The Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

G LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, E1, E2 or E4 or
- (e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of 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 Contract 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.

G1.3 Subject to clause G1.1 the Contractor's aggregate liability in respect of the Contract shall not exceed £400,000 (GBP).

G1.4 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

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

- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional costs of procuring a Replacement Contractor for the remainder of the Contract Period and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;

- (d) any compensation or interest paid to a third party by the Authority; and
- (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.

G1.6 Subject to clauses G1.1 and G1.5, neither Party shall be liable to the other for any:

- (a) loss of profits, turnover, business opportunities or damage to goodwill (in each case whether direct or indirect); or
- (b) indirect, special or consequential loss.

G1.7 Unless otherwise specified by the Authority, the Contractor shall, with effect from the Commencement Date for such period as necessary to enable the Contractor to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the end of the Contract.

G1.8 The Contractor shall hold employer's liability insurance in respect of Staff and such insurance shall be in accordance with any legal requirement from time to time in force.

G1.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If the Contractor does not give effect to and maintain the insurances required by the provisions of the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

G1.12 The Contractor shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Contractor, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Contractor is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

G2.1 The Contractor warrants and represents on the Commencement Date and for the Contract Period that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- (b) in entering the Contract it has not committed any fraud;
- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Contractor to the Authority remains true, accurate and not misleading, save

as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;

- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Contractor shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence where the Contractor has not been in existence for 3 years) prior to the date of the Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G3 Force Majeure

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

- G3.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- G3.3 If the Contractor is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Contractor has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.
- G3.4 Subject to clause G3.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- G3.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Contractor is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- G3.6 Where, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - i) the other Party shall not be entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - ii) neither Party shall be liable for any Default arising as a result of such failure;
 - (b) the Contractor fails to perform its obligations in accordance with the Contract it shall be entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of the Contract during the occurrence of the Force Majeure Event.
- G3.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- G3.8 Relief from liability for the Affected Party under this clause G3 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and shall not be dependent on the serving of notice under clause G3.7.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a company and in respect of the Contractor:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in H1.1(a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;

- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
- (h) any event similar to those listed in clauses H1.2(a) to (g) occurs under the law of any other jurisdiction.

H1.3 The Contractor shall notify the Authority immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including where the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("Change of Control"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control,

but shall not be permitted to terminate where Approval was granted prior to the Change of Control.

H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a partnership and:

- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) it is for any reason dissolved; or
- (c) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
- (d) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (e) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
- (f) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;
- (g) any event similar to those listed in clauses H1.4(a) to (f) occurs under the law of any other jurisdiction .

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Contractor where the Contractor is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) it is for any reason dissolved;
- (c) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (d) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (e) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (f) a receiver, or similar officer is appointed over the whole or any part of its assets; or
- (g) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (h) a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (i) any event similar to those listed in clauses H1.5 (a) to (h) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5(a) shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Termination on Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Contractor commits a Default and:

- (a) the Contractor has not remedied the Default to the satisfaction of the Authority within 25 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Contractor may terminate the

Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C3.1 (Recovery of Sums Due) or to a Force Majeure Event.

H3 Termination on Notice

H3.1 The Authority may terminate the Contract at any time by giving 30 days' notice to the Contractor.

H4 Other Termination Grounds

H4.1 The Authority may terminate the Contract on written notice to the Contractor if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) 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;
- (c) 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; or
- (d) the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

H5.1 If the Authority terminates the Contract under clauses H2 or H4 and makes other arrangements for the supply of the Services the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period.

H5.2 If Contract is terminated under clauses H2 or H4 the Authority shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

H5.3 If the Authority terminates the Contract under clause H3 the Authority shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.

H5.4 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and VAT), C3 (Recovery of Sums Due), D1 (Prevention of Fraud and Bribery), E2 (Data Protection), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential

Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E10 (Audit), F10 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery upon Termination) and I1 (Governing Law and Jurisdiction).

H6 Disruption

- H6.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Contractor's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice.
- H6.5 If the Contractor is unable to deliver the Services owing to disruption of the Authority's normal business, the Contractor may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

H7 Recovery upon Termination

- H7.1 On termination of the Contract for any reason, the Contractor shall at its cost:
- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and Services;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Contractor;
 - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and
 - (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Contractor to conduct due diligence.
- H7.2 If the Contractor does not comply with clauses H7.1(a) and (b), the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

- H8.1 Within 21 days of being requested by the Authority, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Contractor indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Contractor is required to provide under clause H8.1.
- H8.5 The Contractor shall allow access to the Premises in the presence of the Authorised Representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Contractor's Premises for the purposes of clause H8.5, the Authority shall give the Contractor 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Contractor's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Contractor shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation shall include allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Contractor shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

- H9.1 Upon termination the Contractor shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Contractor in accordance with the procedure set out in clause H10.

H10 Exit Procedures

- H10.1 Where the Authority requires a continuation of all or any of the Services on expiry or termination of this Contract, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H10.2 The following commercial approach shall apply to the transfer of the Services if the Contractor:

- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
- (b) reasonably incurs additional costs, the Parties shall agree a Variation to the Price based on the Contractor's rates either set out in Schedule 2 or forming the basis for the Price.

H10.3 When requested to do so by the Authority, the Contractor shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.

H10.4 Within one Month of receiving the software licence information described above, the Authority shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the Authority a plan for licence transfer.

H11 Knowledge Retention

H11.1 The Contractor shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Contractor to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Contractor shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Contractor shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I DISPUTES AND LAW

I1 Governing Law and Jurisdiction

I1.1 Subject to the provisions of clause I2 the Contract, including any matters arising out of or in connection with it, shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Contractor in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

I2 Dispute Resolution

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Contractor and the commercial director of the Authority.

I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 either Party may refer it to mediation pursuant to the procedure set out in clause I2.5.

I2.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.

I2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
- (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
- (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause I2.6.

I2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:

- (a) The Authority may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7;
- (b) if the Contractor intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7; and
- (c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Authority may consent as it sees fit.

I2.7 If any arbitration proceedings are commenced pursuant to clause I2.6,

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Contractor (the “Arbitration Notice”) stating:

- (i) that the dispute is referred to arbitration; and
- (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration ("**LCIA**") procedural rules in force at the date that the dispute was referred to arbitration in accordance with 12.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 12.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

SCHEDULE 1 - SPECIFICATION

Developing trajectories for GHG mitigation in agriculture that balance environmental, economic and social outcomes

1. Background

- 1.1 Two of Defra's strategic objectives are to ensure the UK is a leading food and farming nation, and ensure the environment is left in a better state than inherited, benefitting people, the economy and the environment. Farmers and land managers manage 72% of the UK's land and it is through them that Defra can deliver against the objectives stated above. There are synergies between the two objectives, but also the potential for conflict and trade-off. Defra has explored this issue via the Sustainable Intensification Platform (SIP), which developed tools, data, and a research community – bringing together farmers, academics, industry and policy makers.
- 1.2 In many cases, government environmental objectives are formalised in law. The UK Climate Change Act 2008 sets out an ambitious target for the UK to reduce its Greenhouse Gas (GHG) emissions by 80% by 2050. Government recently published a Clean Growth Strategy (CGS) which proposes strategies to meet the 80% reduction in emissions by 2050, and a 57% reduction by 2032 (BEIS 2017).
- 1.3 Agriculture is a small but significant contributor to UK GHG emissions. The sector currently accounts for around 10% of total UK emissions, but this figure is rising as the rest of the economy decarbonises. Most GHGs from agriculture arise in the form of methane and nitrous oxide, with carbon dioxide from fuel and energy use accounting for less than 10% of the total. As such, there are no 'easy wins' from improvements in energy generation and transport efficiency for agriculture. The Committee on Climate Change (CCC) has shown that if agriculture does not make additional progress on emissions reduction it could represent around 1/3 of total emissions by 2030.
- 1.4 The Clean Growth Strategy provides the basis for Defra's approach to reducing emissions, however, there is a need to develop stronger evidence on the role agriculture and land use can play in delivering clean growth. Defra's 25 Year Environment Plan (Defra 2018) and the "Health and Harmony" command paper on the future of agriculture and environment (Defra 2018) both recognise the importance of actions targeting climate change and make commitments to address emissions from agriculture. This must be done in a manner that still protects growth potential in the agricultural sector: Sustainable intensification of agriculture improves farm productivity and competitiveness whilst also protecting and enhancing the environment, rural lives and natural capital, including reducing GHG emissions.
- 1.5 Agriculture is a challenging sector for decarbonisation because there are many small diverse businesses, so reaching farmers can be difficult. Furthermore, complex social and economic reasons mean farmers are not always as responsive to market signals as might be expected. Research is required to identify practical options to deliver emissions reductions in agriculture and associated land use sectors, so they can inform future agricultural policies.
- 1.6 This work shall build upon

- 1.6.1 The broad existing technical knowledge of GHG mitigation, ensuring that Defra takes a wide and holistic view of potential impacts so that Defra is able to advise on the uptake of measures that work for farmers as well as the environment
- 1.6.2 Insights from the Sustainable Intensification Platform (SIP), in terms of barriers to implementation and delivery of options (for more info on the large available knowledge see: <http://www.siplatform.org.uk/>).
- 1.7 Defra's evidence base on mitigation of GHGs from agriculture is based on a body of research carried out under the department's R&D programme, academic literature, and assessments made by the CCC. The principal source of information on mitigation options for agriculture at the national scale is the CCC's Marginal Abatement Cost Curves for Agriculture, which were originally published in 2008 (SAC 2008), with revisions and updates in 2010 (MacLeod et al. 2010) and 2015 (Eory et al. 2015).
- 1.8 Defra has also commissioned work to develop multi-pollutant cost curves for agriculture, culminating in the production of the "User Guide" for diffuse pollution mitigation measures (Newell Price et al. 2011), and the development of the Farmscoper¹ decision support tool. Previous work has indicated a wide range in feasible mitigation potential for agriculture, depending on underlying assumptions, scope and inclusions. In part this reflects the fact that land management decisions are complex, with multiple barriers and behavioural influences impacting on the practicality of measure implementation. Work is therefore required to better understand the wider context of decision making around measures that can reduce GHG emissions from farming, and the factors that can impact on practical progress in emissions reduction for the sector.
- 1.9 The SIP (which ran from 2014-2017) has developed methods to consider agricultural management practices in a holistic manner, by examining them through the lenses of environmental, economic and social sustainability (multiple SI reports can be found here: <http://www.siplatform.org.uk/>). The platform also developed a range of decision support tools to support changes in management practices that will deliver sustainable intensification at the farm and landscape scales. This project will make use of insights from the SIP to develop GHG mitigation strategies that balance wider environmental, economic and social impacts.

2. What do Defra know already?

- 2.1 Previous work has examined a range of management options for their potential GHG saving benefits. Following a literature review in 2007, Defra set out eight main scientifically-justified GHG emission mitigation measures for future research. Since 2009, Defra has undertaken a range of projects to identify the cost and GHG mitigation benefits of a range of measures, so we have a clear picture of technical mitigation potential from individual options. These include:
- Careful and precise management of N applications (not exceeding crop N requirements);
 - Using organic N supplies, such as manure;
 - Precise timing of fertiliser spreading (such as spreading manure in the appropriate conditions and at the appropriate time);

¹ <http://www.adas.uk/Services/Service/farmscoper>

- Precision farming;
- Using improved fertiliser formulations such as nitrification or urease inhibitors;
- Addressing endemic diseases of livestock
- Formulation of livestock diets;
- Increasing livestock feed conversion efficiency;
- Utilising improved genetic resources in crops and livestock;
- Improved manure management;
- Utilising anaerobic digestion technology for farm manures and slurries;
- Potential for soil carbon sequestration via land management options (e.g. grass/herbal leys)
- Establishing permanent grasslands/woodlands (land use change);
- Growing biomass crops (land use change);
- Integrated farm management;
- Improving energy efficiency on farms

- 2.2 The Farmscoper decision support tool has provided clarity on impacts to production, air and water quality for many of the GHG reduction measures, so Defra understand pollution trade-offs, risks and co-benefits for these measures. A range of decision support tools are available to inform land management decisions that enhance productivity, sustainability and resilience.
- 2.3 Farmer attitudes to implementing measures are varied and complex. We developed some understanding of attitudes to implementing new technology and management approaches through the Farmer Segmentation Model.
- 2.4 Defra have developed metrics and assessment criteria for wider impacts of measures in terms of social, economic and environmental outcomes via the SIP research platform, including sustainable intensification metrics.
- 2.5 Although Defra have the ability to assess policies/strategies through former work, Defra have not applied it specifically to the GHG mitigation domain. Defra has a good understanding of technical opportunity for mitigation in agriculture and emissions reduction potential in the sector. However, the feasible mitigation potential and policy mechanisms that might unlock the above are poorly understood.

3. Considering the current policy context, how can this work help address the problem?

- 3.1 This work will develop GHG mitigation strategies for the English agricultural sector that reflect the ambitions set out in the Clean Growth Strategy (BEIS 2017), but include wider impacts of measures by considering them through the lens of sustainable intensification. It will directly examine proposals set forth in the 25 Year Environment Plan (2018) and "Health and Harmony" command paper (2018), alongside more established productivity measures. The work will include consideration of system-wide interventions such as agro-ecological and afforestation approaches. In particular this work will give greater consideration to the social dimension and will engage farmers and industry stakeholders to better understand the opportunities and barriers for progress in reducing agricultural GHG emissions in England.

4. Aims and objectives

- 4.1 ***The results from this project shall:***

- Support delivery of the Clean Growth Strategy by working in partnership with government departments, the CCC and industry bodies (for example the Agriculture and Horticulture Development Board (AHDB). Representatives from government departments (Defra and BEIS) and agencies (Natural England) as well as the CCC will sit on a steering group following award of the project funding to the successful bidder, providing guidance and advice throughout the project lifespan to ensure the Contractor's meet the aims and objectives set forth in this Specification;
- Help Defra to reduce emissions from agriculture, in alignment with Defra's 25 Year Environment Plan and the UK Climate Change Act 2008;
- Help deliver the vision of using public funds to deliver public goods (including climate change adaptation and mitigation);
- Further develop and safeguard existing research and knowledge to explore options for future policies on 'climate smart agriculture';
- Focus mitigation on climate smart agricultural practices that improve farm efficiency and deliver co-benefits to air, water and biodiversity, through sustainable intensification;
- Ensure Defra's approach to emission mitigation is socially, environmentally and economically sustainable, delivering benefits against wider environmental and productivity objectives;
- Be England specific, but contextualise the scope of project findings for the UK.

5. Research Requirement

- 5.1 The Contractor shall set out a structured two-year programme of work for multidisciplinary research covering the technical requirements set out below. The research will consider options for reducing agricultural emissions in a socially, economically and environmentally balanced way, utilising tools and knowledge developed within the Sustainable Intensification Platform (SIP). Stakeholder engagement will be an important factor in understanding the barriers and opportunities for GHG mitigation in agriculture and its relevance to policy, so the Contractor must set out clear plans to engage (not limited to) with English farmers, farmer organisations, environmental NGOs, as well as government departments (including policy makers) and delivery organisations.

6. Scope Overview

- 6.1 The Contractor's research shall consider mitigation of GHG emissions through agricultural land use and sustainable intensification, but also include the role of forestry on farms. It will target GHG emission reduction in a holistic manner, including both CO₂ and non-CO₂ emission and sequestration. Synergies and potential trade-offs with environmental and production outcomes should be considered. The work will give consideration to the social dimension of research, and will engage farmers and industry stakeholders to better understand opportunities and barriers for progress. The project will directly examine proposals included in the 25 Year Environment Plan, Clean Growth Strategy and Health and Harmony command papers, alongside more established measures.
- 6.2 A broad range of productivity, technological innovation, environmental management and land use measures shall be considered by the Contractor in the project. This shall include consideration of biomass production for the bio economy. Renewable energy options are within scope, but only as far as they integrate with productive land management practices; options that involve permanent conversion of land from agriculture to energy production (e.g. solar farms) are out of scope.

- 6.3 The Contractor's research will produce a review of the opportunities, practices and challenges of reducing agricultural GHG emissions (including international activities and findings) will be undertaken in the initial stages of the project. Viable mitigation options which are applicable to England will be identified. Three different scenarios setting out alternative approaches to GHG mitigation in agriculture will be studied (following consultation of stakeholders and sign off from Defra) and trialled to underpin future agriculture and land use policy design. These will be aimed at minimising agricultural GHG emissions and maximising clean growth, including co-benefits for farmers and the environment in England, whilst also contextualising the scope at UK scale.
- 6.4 The project is envisioned to involve a range of stakeholders identified to address WP 2,3 & 4 to co-design potential mitigation packages, with a view to trialling practices on demonstration study farms located across England during the second year of the project (with the potential for the project to be extended by a further 12 months for trials and fieldwork). Tenderers should consider the role of existing networks of demonstration farms in their proposals (e.g. the SIP demonstration farms). Input and guidance will also come from the steering group (NE, Defra, BEIS and CCC).
- 6.5 The Contractor shall deliver the work packages within the 24 month period and agreed cost; any additional research (12 month extension) may be considered in the future subject to funding availability.
- 6.6 The Contractor shall include a component of field work (WP3) to assess the mitigation measures (e.g. logistics of practical implementation of measures), but major field trials are not anticipated to be undertaken.
- Estimating environmental, economic and production impacts of measure implementation by using the sustainable intensification indicators and metrics developed in the SIP project (<http://www.siplatform.org.uk/>)
 - Better understanding of the social science component of implementation of new measures, including practical and logistical barriers to uptake and how these can be overcome in order to deliver GHG emission reductions as part of England's agricultural clean growth, and in the context of the UK as a whole.
 - Please note Defra do not envisage that field work will include direct measurement of GHG emissions, rather that impacts will be inferred via the indicators and metrics developed in the SIP

7. Detailed Technical Requirements

- 7.1 This project will comprise of 4 inter-related work packages (WPs):
- 7.1.2 The Contractors proposal is found within Annexe 2 of this Specification.

7.2 Work package 1

- 7.2.1 Bring together existing and emerging knowledge on mitigation methods in a cohesive way.** This will include previous work by Defra, the CCC and academics, to ensure a wide evidence base and value for money. Particular focus will be given to priority measures identified in Defra's 25 Year Environment Plan (2018) and "Health and Harmony" command paper (2018). These include: improving air, soil and water quality (e.g. through efficient fertiliser use, peatland restoration and sustainable land management); recovering nature and enhancing biodiversity (including protecting and encouraging woodland conservation/generation); reducing the risk from environmental hazards; sustainable and efficient use of natural resources; mitigating and adapting to climate change (commitments to the UK Climate Change Act 2008 can be supported by reducing agricultural GHG

emissions and increasing carbon sequestration of land); and minimising waste. Project proposals should consider a broad range of the priorities listed here when drawing together knowledge on mitigation methods.

7.2.2 The Contractor shall:

- a. Bring together the existing evidence base on land management options for GHG mitigation (including international activities) and establish robust estimates of the technical opportunity and GHG mitigation potential of the management options;
- b. Develop a more holistic understanding of the overall economic costs and environmental impacts of GHG mitigation measures, using tools developed in the SIP. This should include consideration of environmental, economic and social sustainability of application of GHG mitigation measures;
- c. Aggregate the large number of GHG mitigation options into a more tractable set of thematic actions for further analysis.
- d. Generation of up to date marginal abatement cost curves (MACCs) for the aggregate measures developed in WP1c.

7.2.3 Work package 2

7.2.4 Improving the understanding of social factors surrounding these mitigation measures. The Contractor shall

- a. This will involve liaising with farmers, industry and wider stakeholders to elucidate the opportunities and barriers for implementation of the potential GHG mitigation measures identified in WP 1.

7.2.5 The Contractor shall:

- a. Seek feedback on the range of mitigation interventions considered in WP 1 and ensure no opportunities are overlooked;
- b. Develop an understanding of the feasible mitigation potential of interventions (distinct from technical opportunity identified in WP 1) by understanding the opportunities and constraints of implementing GHG mitigation measures, including social barriers specific to England and the UK;
- c. Identify opportunities for alignment with future policy committed to reducing agricultural GHG emissions to deliver clean growth in England's agricultural sector, contextualising this within the scope of the UK. This includes development of incentives to reduce agricultural GHG emissions and overcome practical barriers to delivery of mitigation measures.

7.3 Work package 3

7.3.1 Develop a set of three scenarios setting out alternative mitigation strategies to reduce agricultural GHG emissions, including consultation of stakeholders and utilisation of data and tools available from SIP to assist their development. The three scenarios will be evaluated to understand how different approaches to reducing GHG emissions from agriculture will influence environmental and production outcomes.

7.3.2 The Contractor shall:

- a. Develop a set of 3 distinct scenarios presenting alternative approaches to mitigation strategy, building on information gathered in WP 2 regarding the opportunities and barriers to policy implementation to reduce GHG emissions. Potential scenarios could include:
 - i. A strategy that focuses solely on maximising GHG mitigation;
 - ii. A strategy that focuses on minimising the cost of mitigation to the sector;
 - iii. A strategy that focuses on maximising wider environmental co-benefits (e.g. air, water and soil quality).
- b. Present proposed scenarios to stakeholders to collect feedback and refine options
- c. Undertake a component of fieldwork for on-farm assessment of the 3 mitigation scenarios (following stakeholder feedback in WP3b), implementing the 3 proposed sets of GHG mitigation approaches for farm-scale assessment of their feasibility, practicality, and the logistics of implementation for farmers and land managers.'
- d. Develop mitigation trajectories from present to 2050 for the scenarios, building on information gathered in WP 2 on feasible mitigation potential of packages of measures and accounting for future social, economic, and environmental impacts, as addressed in the SIP.

7.4 Work package 4

7.4.1 Opportunities for potential policy mechanisms to deliver mitigation trajectories under a new agriculture and land use policy. This will include assessment of how the three scenarios developed in WP 3 could be practically delivered, including costs of implementation.

7.4.2 The Contractor shall:

- a. Build on the three scenarios defined in WP 3 by considering the potential of and scope for policy to deliver the proposed mitigation measures;
- b. Suggest potential policy options to deliver mitigation trajectories described in the scenarios.
- c. Estimate the costs associated with scenario delivery

8. Method Requirements

8.1 The Contractor shall:

- Utilise information from the Clean Growth Strategy, the CCC's, Defra's and BEIS' policy objectives, SIP outputs, and the UK GHG Research Platform (<http://www.ghgplatform.org.uk/>) to ensure the project aligns with policy priorities and builds on our current knowledge
- Consider the practical application of project outputs/conclusions within WP3 and WP4, and how they will affect both policy and stakeholders (land managers, farmers, industry)
- Ensure Stakeholders shall be engaged to help deliver the work packages, in particular work package 2, 3 and 4. These should cover a range of backgrounds (farmers, industry, unions, farming collaborative/groups).
- **Ensure research activity is relevant for land management in England, but contextualise this within the UK.**
- Employ innovative thinking and utilise existing evidence to produce high quality outputs and results.

- Research activity must comply with the Joint Code of Practice for Research and, if relevant, any use of personal data must comply with GDPR data protection regulation.
- Production of official statistics must comply with the Statistics and Registration Service Act 2007 (Code and Pre-release Access to official Statistics Order) – the responsibility for compliance with principle 5 of the Code (confidentiality) is the responsibility of the Contractor.

9. Reporting Milestones

- 9.1 The Contractor shall provide a Bi-annual (6 monthly) presentation in person to Defra and the Steering Group, reporting on project progress and discussing any issues and findings which have occurred;
- 9.2 The Contractor shall provide an annual written report to Defra and the CCC summarising project progress and findings;
- 9.3 The Contractor shall provide a final project report to Defra and the CCC, including a written report (no more than 20 pages in length excluding annexes) covering all findings, the level of uncertainty in the results and how the results may be used (with an opening executive summary) and an accompanying excel file of all data compiled during the project. The final report will undergo a Defra quality assurance check, and include review of the project and suggested revisions;
- 9.4 The Contractor shall provide a final one page summary of the research and findings, to be used for easy and accessible public dissemination and knowledge sharing within and between government departments. This can be in the format of a one page summary, poster, one PowerPoint slide, or one page leaflet (format to be agreed between the Authority and Contractor);
- 9.5 The Contractor shall provide a short final presentation to policy makers and stakeholders summarising the findings of the project (30-40 minutes plus questions);
- 9.6 Please note:** The Contractor will be required to seek approval in advance from the Defra Project Officer of any press release, presentation or publication related to this project until the final report is published;
- 9.7 The Contractor shall; allow sufficient time for this. There will also be a delay between the project end date and publication of the final report while Defra quality assurance processes, possibly including independent review of the final report, are carried out.
- 9.8 After publication of the final report, the Contractor shall inform the Defra Project Officer of any further use of data and/or findings from the project.

10.0 Performance Management Framework (including Key Performance Indicators (KPIs))

- 10.1 Key Performance Indicators (KPIs) are essential in order to align a Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic, measurable and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
- 10.2 The proactive approach to correcting failures and addressing their cause improves the relationship and enables a partnership rather than a confrontational style of working. Its focus is on managing and improving the Service.

10.3 The proposed KPIs for this Contract are set out at Annex 1.

11.0. Governance and Contract Management

- 11.1 The Contractor shall attend an Initial meeting with Defra (Farm Science Evidence and Analysis team) to review work plans and clarify project objectives and timelines within the first two weeks of the project start date. This will take place at the Defra London Office.
- 11.2 The Contractor shall provide monthly updates to Defra Project Officer to report on project progress via telephone, meeting and/or email; which will be agreed by the Authority.
- 11.3 The Contractor shall appoint a nominated person of appropriate grade to be the Contractor's Authorised Representative to manage the project and to liaise with the Authority as required. At any meeting, the Contractor's Authorised Representative shall be authorised to make critical decisions.
- 11.4 The Contractor shall be supervised by an official from the Authority who will act as nominated officer for the project (the Authority's Project Officer).
- 11.5 The Authority will be responsible for agreeing dates and drafting the agenda for and producing a note of the review meeting.
- 11.6 The Contractor shall maintain their own management reports, including a risk and issues log and shall present these as requested by the Authority at any meeting requested by the Authority.
- 11.7 If a performance issue has arisen. The Contractor will be required to attend a meeting arranged by the Authority within forty-eight (48) hours' notice.
At these meetings the Authority and the Contractor will review contractual delivery including KPIs, and risk management. This shall also give rise to an improvement plan (Remediation Plan) which the Contractor shall use to demonstrate how all issues highlighted shall be addressed within a week of the Authority's request.

Annex 1

Key Performance Indicators

KPI	Success criteria	Measurement	Minimum standard (KPI failure)	Acceptable standard
KPI1 Project management (adherence to schedule)	The Contractor's deliver work packages and milestones according to the agreed delivery schedule, notifying the Defra Project Officer of any issues which may delay delivery.	Authority to assess timeliness of milestones and delivery of work packages to the schedule agreed at the commencement of the project.	Reports/delivery of work packages are late and/or outputs not achieved, without receiving from the Contractors to inform the Defra Project Officer of the delays.	Delivery timescales and outputs achieved, as intended at the outset of the project.
KPI2 Project alignment with aims and objectives	The Contractor's deliver the project in alignment with the aims, objectives and scope of the initial specification and consultation meeting.	Authority to assess whether aims, objectives and scope of the project have been addressed and achieved. Steering group to provide additional support and guidance as to whether the Contractors have adhered to project aims and objectives.	Project outputs do not adequately address the aims and objectives presented in the specification and as agreed during the consultation meeting at the start of the project.	Project outputs are comprehensive and project aims and objectives are achieved for each work package.
KPI3 Quality of reporting and outputs	Reports (including cost analysis and budgets) are timely and accurate.	Authority to assess timeliness, comprehensiveness and accuracy of reports.	Reports are late and/or contain errors and/or have missing information.	Reports are timely, comprehensive and free of errors.
KPI4 Value for money	The Contractor delivers the project on-budget or under-budget, with accurate cost analysis.	Authority to assess the delivery of milestones against the budget and sign off milestone payments.	Milestones are delivered late and/or over-budget, without drawing on available resources already available to the Contractor.	Milestones are delivered to intended budget and opportunities to utilise already available resources have been sought

				and undertaken.
KPIS Risk management	The Contractor consistently identifies and manages project risks, including communicating issues and progress with the <i>Defra</i> Project Officer.	Contractor to provide evidence of risk management plan and actions implemented. Authority to assess the Contractor's implementation of the risk management plan.	Adequate risk management plan not always implemented; poor communication with Defra Project Officer (e.g. of unforeseen/unavoidable events, potential delays, etc.).	Strong risk management plan which is implemented, alongside strong, regular communication between the Contractor and Defra Project Officer.

Annex 2

Contractors Proposal

1. Approach and methodology

The UK Climate Change Act 2008 set an ambitious target for the UK to reduce its Greenhouse Gas (GHG) emissions by 80% by 2050. Government recently published a Clean Growth Strategy which proposes approaches to meet reductions by both 2032 and by 2050 (BEIS, 2017). The 'Health and Harmony' command paper sets out a route for food and farming post-Brexit, including how to encourage more knowledge uptake. Agricultural emissions account for 10% of UK greenhouse gas emissions and progress towards targets have been disappointing. The CCC (2018) identifies 'virtually no change' in emissions since 2008 despite multiple studies arguing the potential of currently available no or low cost technologies (SAC, 2008; Macleod *et al.*, 2010; Eory *et al.*, 2015). This proposal sits these policy ambitions for the agricultural sector together with those outlined in the 25-Year Environment Plan (HM Government, 2018) as well as support for productivity growth within the sector which is generally behind that of other European countries (Knight, 2012; USDA, 2017). Together these constitute an ambitious agenda for achieving both environmental and economic potential within the agricultural sector. To achieve this there is a need to facilitate innovation within the sector and multiple barriers have been identified explaining why adoption of seemingly profitable technologies is limited (Moran *et al.*, 2013). Studies with farmers coalesce around issues towards risk aversion, social limitations, habit-based preferences and the variance in performance found in-situ compared to test sites or at mean levels (Barnes *et al.*, 2018).

The Sustainable Intensification Platform (SIP) developed assessments and tools to support decision making at various scales and, in parallel, explored issues around uptake of so-called win-win technologies. This project team consists of institutes involved in the delivery and management of all three SI platforms. Tools used in the delivery of this project are a matrix of integrated farming practices and SI outcomes (Nicholas-Davies *et al.*, 2018), currently being extended by NIAB; integration of environmental and social metrics for development of a farm-level environmental and social benchmarking tool (RBU, Cambridge, 2018) and a dynamic landscape typology tool (Henrys *et al.*, 2016) to assess opportunities for SI based on a range of environmental, social and economic indicators. Other tools available and relevant to this project include the FARM Scale Optimisation of Pollutant Emission Reductions (FARMSCOPER) tool, which assesses diffuse pollutant loads (Newell-Price, P., 2010), and the GLEAM model which enables the GHG effects of mitigation measures to be analysed (MacLeod *et al.* 2017).

The technical potential of mitigation technologies is identified in marginal abatement cost curves (MACCS). However, farming is a confluence of multiple decision-making strategies and the various goals of individual land use managers limits progress towards established targets and ambitions. This has been identified for nitrogen management (Barnes *et al.*, 2009), Climate Change (Barnes and Toma, 2012; Glenk *et al.*, 2013) and Biodiversity (Guillem *et al.*, 2015). More applied work with small sets of farmers conducted in the SIP tended to support these findings (Rose *et al.* 2018). Accordingly the scope of this work is to identify the most promising technology bundles for adoption on farm and then assess their feasibility and acceptance within the farming and food industry and their suitability for application within England's diverse farm context (with lessons for wider UK farming communities). The objectives of this work are to:

- 1) Identify the most promising GHG mitigation approaches with the highest technical potential (WP1)
- 2) Refine these approaches through the lens of social acceptance and farm level testing in order to ensure uptake of the most feasible technologies (WP2),
- 3) Define feasible trajectories for English farming up to 2050 (with lessons for other UK farming communities) under 3 mitigation scenarios (WP3)
- 4) Establish mechanisms for policy intervention to meet 2050 GHG goals for English farming systems (with lessons for other UK farming communities) (WP4).

WP1: Synthesis and extension of knowledge on mitigation methods.

This WP will synthesise evidence on a wide range of options to mitigate GHG emissions related to agricultural land use. Based on a combination of the broad approaches listed in the 25-Year Environment Plan and "Health and Harmony" consultation paper, as well as a catalogue of specific management options and technologies, aggregated packages of mitigation options will be developed.

The analysis will only consider production side approaches, however, these approaches will also involve structural change in agricultural land use, which could become feasible if significant changes in consumption triggered reduced demand on land for food production (i.e. changes in land use between crop production, livestock production and woodlands/peatlands by e.g. consuming more plant-based and less livestock products, advancement of minimal land use food production methods or significant improvements in sustainable intensification).

The technical potential and economic costs per unit of GHG mitigation of the options will be estimated, together with a qualitative assessment of the wider impacts on the environment and society (where possible using the metrics in SIP to assess these effects).

Table 1 Potential mitigation pathways for investigation

Enhanced technological efficiency
Crops: crops with higher N-use efficiency, high-precision management
livestock: further breeding improvements, GM, currently illegal feed additives, high-precision management
Energy use
Farming systems: Closed loop farming (i.e. increased reuse of nutrients/energy in agriculture/food chain); Integrated (multifunctional) land use based on site-specific management
Enhance C sequestration: Afforestation (with varying species mix and forest management), Peatland restoration, Reduction in managed burning of moorland, Arable to grassland conversion, Improved grassland management, Use of timber rather than concrete for construction.
Biomass production for energy use with CCS
Off farming: artificial food (meat, protein, algae, etc.)

SRUC, over the last ten years, have developed a database of GHG mitigation measures abatement rates and costs, which will be used as a starting point for the synthesis. The database will be augmented with recent international evidence (e.g. Macleod et al, 2015) and the findings of ongoing work that project team members are engaged in (e.g. OECD 2018, NERC 2018). Up to date evidence on the wider (i.e. non-GHG) effects of the mitigation measures will be integrated into the database using tools developed in the SIP (specifically the farm benchmarking tool (RBU, 2018) and Farmscoper along with other recent evidence (e.g. Eory et al., 2017). A long list of mitigation measures will be drawn up then aggregated into thematic sets of complementary measures applicable to particular agricultural systems. Criteria (to be agreed with Defra) will be used to identify sets of measures that meet defined standards (e.g. have robust evidence, low risk of GHG leakage, low risk of ancillary impacts). Efforts will be made to group measures that have positive mitigation and cost synergies. The expected maximum applicability of each set of measures will be estimated, along with the cost-effectiveness of each measure, and used to generate a set of marginal abatement cost curves (MACCs) illustrating the technical abatement potentials.

WP2: Improving the understanding of social factors surrounding these mitigation measures.

The ambitious range of interventions (WP1) include focussed GHG mitigation measures that will fit within existing farming systems, as well as some system-wide approaches, which may be transformative for English agriculture. Consequently it is important to scrutinise the breadth of approaches for their feasibility for implementation on farm. Three strata of applied social research will be used to elicit wider social and economic barriers to uptake. *Literature review*: various studies (Moran et al., 2013; Glenk et al., 2014; Barnes, 2016) have identified barriers to uptake on farm, which include; practical application, acceptance within the food supply chain and psychological and social drivers. We will categorise the key factors which can prevent uptake of the core potential mitigation measures identified in WP1 and where possible highlight relevant enablers of change (structural, distributional, technical, social and behavioural). This literature review will provide the foundation for our structured interview and workshop approach with stakeholders. *Stakeholder interviews/workshop*: qualitative interviews with relevant NGOs, government, supply-chain and industry bodies engaged in supporting and facilitating change in agriculture will discuss the gaps which may occur in these proposed mitigation bundles (WP1) but also the practicalities of application at a farm level or landscape level. Stakeholders will include organisations such as Natural England, Catchment Sensitive Farming, LEAF, ADAS, AHDB as well as others like the Cool Farm Alliance, the Pasture Fed Livestock Association and the Agroforestry Research Trust. A post interview stakeholder workshop will provide an opportunity for stakeholders to consider, with us, the available literature on uptake of sustainable technologies (reviewed across all three platforms of the SIP) and finalise the framework for the farmer workshops investigating responses to interventions, social barriers to acceptance and uptake, risk preferences of supply chain members, interactions between different mitigation measures and potential impacts on farming performance. *Farmer workshops*: Workshops will include farmers from NIAB, SAC Commercial and CEH networks in England. We will seek to include both farmers already engaged in the use of a range of mitigation measures together with those who are not. Workshops will be organised regionally and be representative of farming types across England. Workshop participants will be recruited by stratified sampling along an intensive to extensive production gradient, including lowland to upland and specialised to mixed enterprise portfolios, e.g. specialist cereals to LFA cattle and sheep systems. The workshops will draw from WP3 to demonstrate the mitigation bundles (WP1) using typical farming systems, and the SIP farm benchmarking tool to compare actual farms against a benchmark for social and environmental, as well as economic, trade-offs and win-wins. This will help farmers conceptualise the operation and impacts in practice and also further the extension of key messages around GHG and farming, as well as SIP tools. SRUC used this approach as part of SIP 1 when road-testing the matrix of

integrated farm options (as part of SIP 1.3b) and found a high level of buy in and discussion based on practical development of tools. Findings from the workshops will provide qualitative and tool-based information to aid understanding of the potential social constraints and opportunities offered to farmers adopting different mitigation options.

WP3. Develop a set of three scenarios setting out alternative mitigation strategies

Develop scenarios: Building on the information gathered in WP 1 & 2, the most advantageous mitigations measures will be used for scenario development. Each option will be considered separately and a range of implementation choice sets will be developed for each, e.g. regulation, information provision etc. These will then be combined into a set of three scenarios with distinct aims for achieving SI. Each scenario will be internally consistent, i.e. options selected for all measures will be complementary and total land areas and feasibility of implementation will be maintained. The project will aim to follow the three potential scenarios suggested by Defra, however this may be revised and alternatives suggested depending on the outcome of WP 1 & 2. **Consult stakeholders and refine:** These scenarios will be developed in consultation with stakeholders, including those from policy, to refine these further in terms of applicability and understanding of potential benefits. A trade-off analysis will be conducted to understand the cost and benefits of their implementation and this will be an opportunity to gather information on potential regulatory or technological barriers and associated costs in order to inform WP4.

Fieldwork to assess feasibility: The measures, identified and refined through WP1, 2 and 3 will be assessed for actual demonstration farms. As measures will take time to embed within the farming system we will examine the current transformative approaches which line up with the 3 mitigation scenarios to consider feasibility, practicality and logistics. Where they are not being implemented we will use Farmscoper to parameterise demonstration farms to understand their impacts. The choice of system for testing is entirely dependant on what is identified as feasible within the stakeholder and farmer engagement tasks in WP2, e.g. silvopastoral systems. Using our extensive networks of demonstration farms we will engage with farm and land managers and associated staff (e.g. stockmen) for trialling the 3 sets of GHG approaches. The aim will be to establish the practicalities of establishment of an approach, the effect on farm-level factors, such as labour usage and access to monitoring devices, on the feasibility of using these technologies further and the possible consequences for economic and environmental indicators. This provides some indication of specific farming system adoption and barriers to uptake.

Develop mitigation trajectories: For each measure the mitigation potential will be calculated at decadal intervals for a representative area of land. This will be done using tools refined in WP1, information gathered in WP2 and the Farmscoper tool along with additional modelling as required (e.g. use of IPCC inventory guidelines and emission factors, the GLEAM model and the CEH CFlow model for on farm forestry and biomass crops). The social, economic and environmental impacts which were identified as aligning with SI in the SIP will be assessed and their future impact will be included in the calculated mitigation potential. In addition climate change and the future geographical restrictions (or opportunities) it may bring to farming will be considered. A series of mitigation trajectories will be developed for each scenario, each applicable to a different farm type. The number of trajectories will be agreed with Defra at the kick off meeting, but are not expected to exceed twelve. As part of the current CCC project to quantify the impact of future land use change scenarios CEH has an understanding of the interactions between the agriculture sector and wider land use issues, including factors such as future population trajectories.

WP4: Opportunities for potential policy mechanisms to deliver mitigation trajectories under a new agriculture and land use policy

This WP will provide a comprehensive analysis of plausible policy options to support the delivery of the mitigation trajectories. The WP will i) compile policy options relevant to the three scenarios, ii) refine policy options with stakeholders and iii) estimate the private costs of the scenarios. The options will cover a variety of approaches, from regulatory changes, e.g. bans and quotas, to voluntary financial and non-financial incentives, such as informational support. **Compilation of policy options:** a list of policy options will be compiled based on existing policy documents (past and current CAP schemes, Water Framework Directive policies) and scientific evidence (in the UK and internationally, and considering environmental outcomes beyond GHG mitigation, e.g. reactive nitrogen emissions to water and air, e.g. Dalgaard *et al.* 2014, Frelih-Larsen *et al.* 2014, Kronvang *et al.* 2008). This task will utilise a policy framework which itemises the range of particular interventions for SI technologies (Barnes, 2016). The options will be selected to be plausible for the UK and to support the three mitigation trajectory scenarios co-designed in WP3.

Refinement of policy options: the policy options will be refined and mixes of interventions specific to the technologies in the three scenarios will be created to meet 2050 GHG emission targets. Insights from engagement within WP2 and WP3 with supply chain members will help in understanding the limits of public intervention and the role of voluntary co-operation through, for example, economic rationality and corporate social responsibility to shift behaviours. During a workshop stakeholders will design feasible policies (based on the policies derived in the project) through role play (Ferrero *et al.* 2018), allowing the analysis of policies in a systems perspective, considering differences and similarities in stakeholders' preferences. **Estimating the costs of scenario delivery:** the three mitigation trajectories with their related policy packages will be assessed within a cost-effectiveness framework (compared to a counter-factual of business as usual). The calculation framework will utilise the mitigation assessment

framework used in WP1. Beyond the private costs of the trajectories a qualitative evaluation of the regulatory burden and a broad assessment of wider impacts on other environmental outcomes will be conducted.

How regional spatial variation will be accounted for when assessing the feasibility of mitigation options.

Outcomes of the recent Greenhouse Gas Platform programme will be used to inform the biophysical potential of mitigation measures. This work has for example shown that N2O emissions under the same management would be expected to vary with soil texture and rainfall, with Emission Factors showing more than 6 fold variation across the country. Areas with high Emission Factors would be particularly attractive for the development of mitigation measures. In order to accommodate the regional and spatial variation we will develop mitigation scenarios that are based on the relationships and Emission Factors published in the UK's new Smart UK Inventory. This is the reporting system that has developed from the GHG platform programme (involving our consortium) and takes explicit account of spatial/regional variation in reporting emissions (see Kmietowicz and Thillainathan (2018)²

When assessing the feasibility of measures through fieldwork we will aim to use demonstration farms which represent as much regional variation as possible. To extend on this we will ensure that the demonstration farms parameterised through Farmscoper complement this to complete the picture of regional variation.

When engaging with stakeholders we will gather knowledge and practical views on what barriers and opportunities for mitigation arise from the regional variation in farming across the UK.

Quality Assurance

SAC Commercial Limited (SACC), CEH and NIAB will adhere fully to Defra's requirements on quality assurance. The bidder Partners will collectively ensure a full compliance with the standard of good practice and will provide unlimited and unconditional opportunities to Defra to audit the plan, implementation and the outcomes of the project against this guidance. The quality control document ensures: the evaluation design, planning and delivery are properly conducted, conform to professional standards (such as ethical assurance), and that minimum analytical standards are adhered to; the quality control document and process will be informed by Defra, their evaluation team or external reviewers introduced by Defra; consistency is critically adhered to in various aspects of the project including data collection, methodology, reporting and interpretation of findings. In addition to the outlined quality assurance process, each of the bidder Partners follow their internal quality assurance policies. We will follow the Social Research Association Ethical Guidelines. During our engagement stage, potential participant farmers/stakeholders will be provided with participant information letter and a participant consent form. All data will be held confidentially within a secure SRUC server following our data protocols ensuring anonymity. Where specific farm data has to be used (in WP3) these will be presented to Defra with prior consent from the individual farm manager though these will not be identified within final reports and will be presented on an aggregated basis.

The exposure to risk (the probability of a specific risk occurring and its potential impact) will be managed at project level. The risks from within and external to the project will be identified and evaluated by the Project Team at their first meeting. Steps will be taken to reduce the level of risk. Each risk registered will incorporate a planned response and be designated an appropriate "owner" to monitor the threat. Issues potentially affecting the delivery of the project will also be logged. The project Risk Register and Issues Log will be maintained by the Project Management Team and reviewed at every Project Board meeting.

Risk	Severity	Likelihood	Impact on project delivery	Strategy to manage and mitigate
Lack of involvement of farmers or supply chain actors in the study in the timescale available.	High	Low	Project cannot be delivered effectively and/or on time.	Partners have extensive industry/farmer networks and experience to secure involvement
Lack of on-going engagement with demonstration farms	High	Low	Will limit understanding of feasibility of practical application of tools.	Using SAC, NIAB and CEH networks ensure long-term trust in relationships for on-going research.

² <https://www.theccc.org.uk/wp-content/uploads/2018/08/PR18-Chapter-6-Annex-The-Smart-Agriculture-Inventory.pdf>

Ineffective project management.	High	Low	Project milestones are not met in this short project. Delivery cannot be completed on time.	The project manager is highly experienced in multi-partner projects and will review and report progress regularly.
Loss or absence of key staff.	Medium	Low	Work packages cannot be completed on time or to quality. Project completion is delayed.	A team approach is proposed so that there is involvement across tasks. Known absences will be planned around. All partners have strength in depth of personnel.
Data management is inadequate.	High	Low	Data are lost or inaccessible. Project is delayed or data protection issues.	Established procedures will be used by SRUC and partners to manage and store data securely.
Technical issues in understanding the framework developed assessment	Medium	Low	Lack of clarity in understanding the assumptions/consequences of work. Leads to delay in work package delivery.	Every team members' experience in spreadsheet-based calculation tools reduces the likelihood of major problems and the flexibility in the framework provides options for alternative solutions if needed.
Extreme/ prolonged adverse weather.	Low	Medium	No on-farm events or meetings.	Early planning and scheduling of tasks to accommodate external events.
Risk	Severity	Likelihood	Impact on project delivery	Strategy to manage and mitigate
UK withdrawal from the EU leading to high uncertainty within the industry.	High	Medium	Decision making of farming will stagnate. Increase in exit from industry.	On-going as policy becomes clearer throughout the project's lifetime. Engagement with farmers will provide a means to temper projections of uptake.

EU Exit/ Changing Policy Environment Uncertainty

Whilst it is uncertain what final agreement will emerge from the negotiations from UK withdrawal from the EU (including potential for a no deal/clean break scenario), the UK Government will announce (12th September) a new Agriculture Bill. This states how farmers and land managers will in future be paid for "public goods", including measures around improving soil, air and water quality.

Moreover, a statement from Defra and related agencies on the 12th September 2018 states:

"... a new Environmental Land Management system will start from next year. The government will work together with farmers to design, develop and trial the new approach. Under the new system, farmers and land managers who provide the greatest environmental benefits will secure the largest rewards, laying the foundations for a Green Brexit"³

Accordingly the shift in funding mechanism is in sympathy with the ethos of clean growth and participation set out in the research project. A 7-year transition period is projected which allows further shifts in the payment and institutional mechanisms for farmers. Accordingly, we would argue that there is a compelling case to adopt environmentally sustainable technologies identified as cost-effective within English farming and we see the Agriculture Bill as

³ https://www.gov.uk/government/news/landmark-agriculture-bill-to-deliver-a-green-brex-it?utm_source=5a889abf-3b2f-450a-a674-dd2875144037&utm_medium=email&utm_campaign=govuk-notifications&utm_content=immediate

potentially offering the impetus to adopt resource and cost-saving technologies identified within the project timeframe. Moreover, given the level of participation outlined in the proposal this provides an additional perspective for farmers and land managers to inform the design of these payment and reward mechanisms.

Nevertheless policy uncertainty (through trade impacts, access to labour and readjustment within the industry away from larger enterprises currently enjoying high levels of support) will impact decision making and investment, in particular the decision to invest in long-term capital projects. Moreover, a multitude of structural changes, such as the decision to retire, sell land or withdraw from activities may become more prominent during the course of the project. Hence, engagement with farmers is essential to collate and address Brexit concerns. Given the participatory nature of this project it is possible to develop an understanding of how Brexit will impact decision making and how adoption rates of candidate technologies could be tempered through these uncertainties.

Timetable

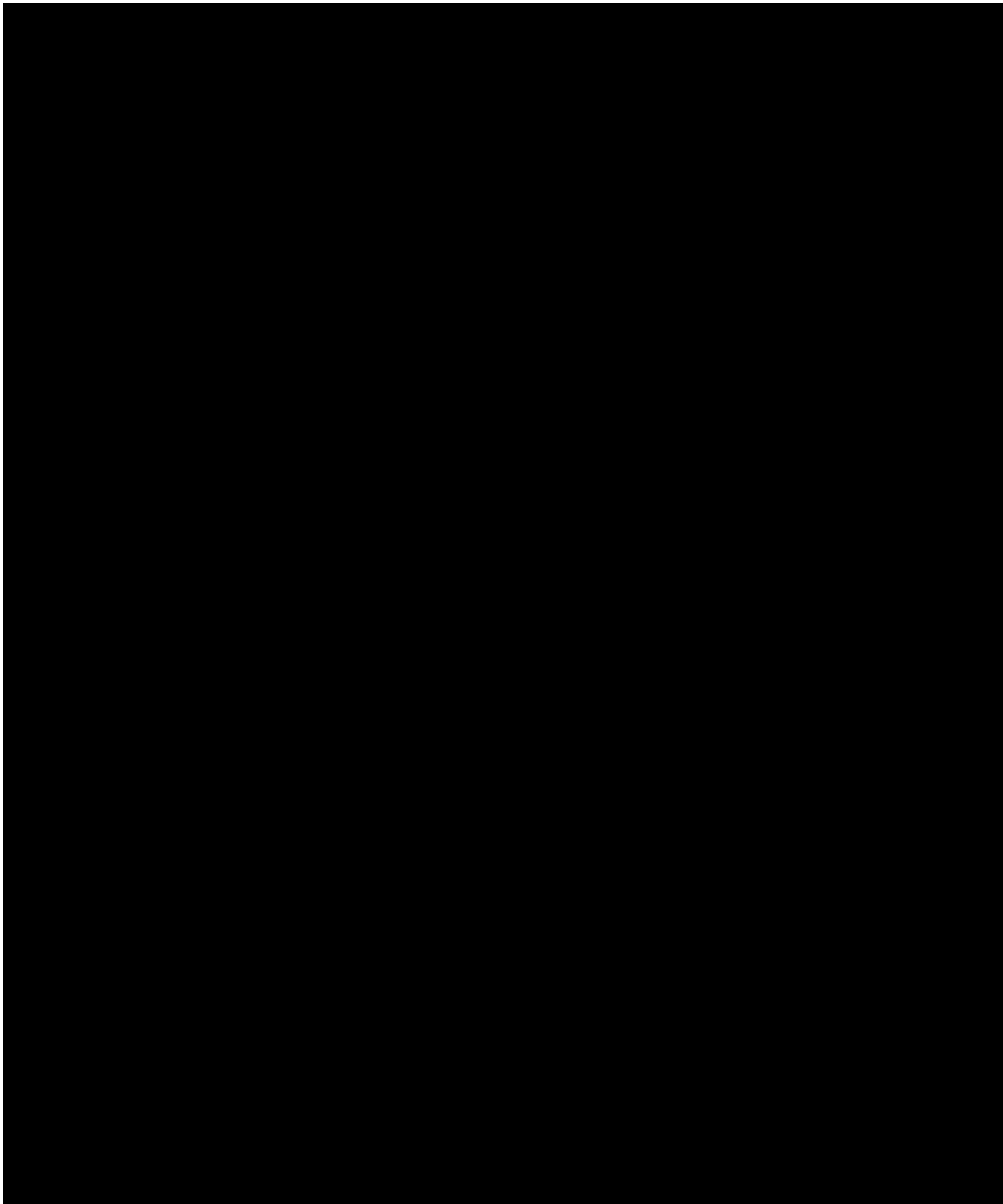
A two year timetable is set out below. An inception meeting is planned for late September 2018 with an official start date of 8th October 2018. The project will run for 2 years which is set out below in monthly stages. Key dates for delivery are proposed as:

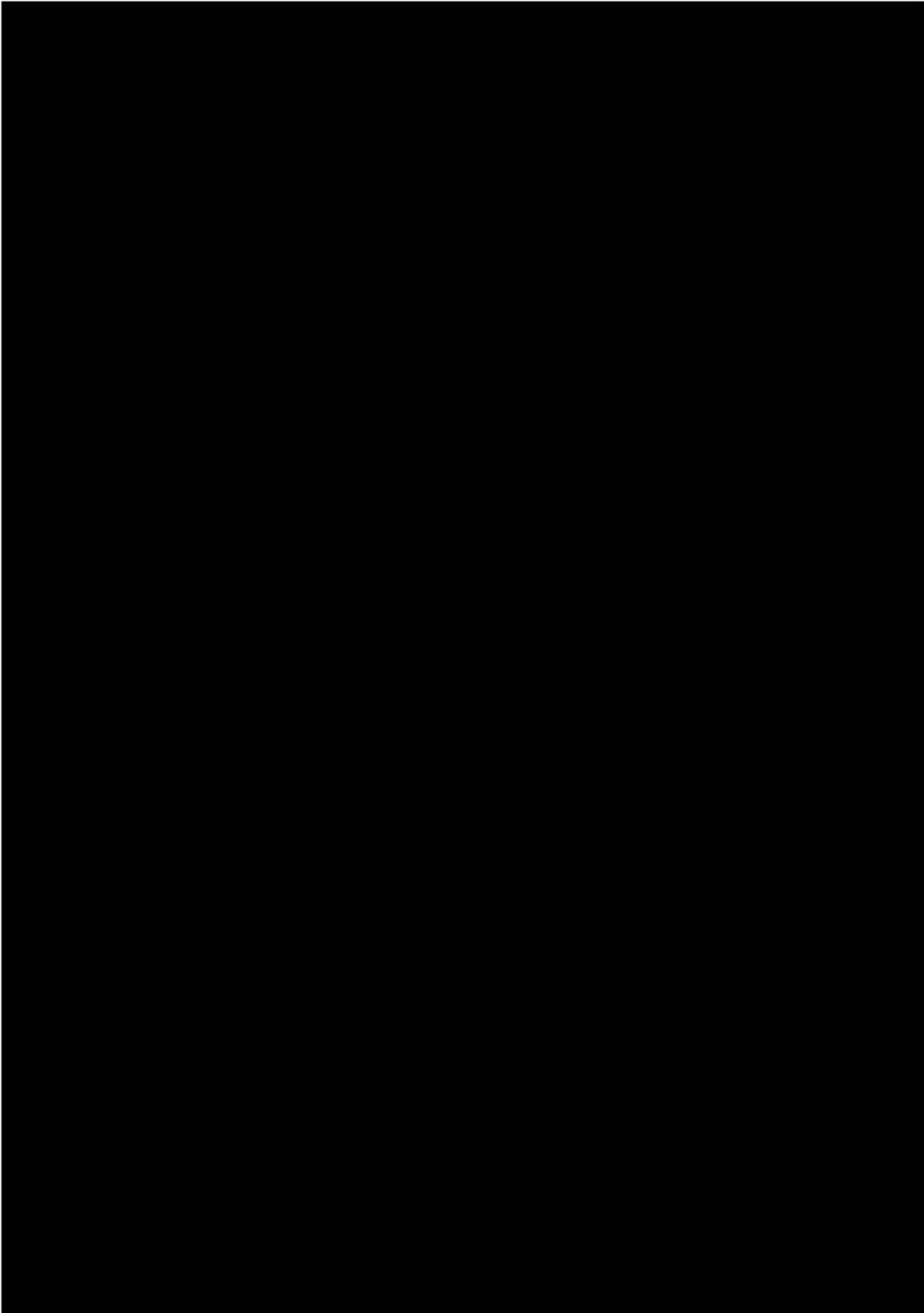
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2. Project Team Management and Resource

This project is composed of an outstanding team of researchers who have long and significant experience of operating in multidisciplinary environments, with an excellent record of delivery to a diverse range of audiences. These include economists who have published comprehensive assessments for Defra on design and development of the MACC proposed within the project, leadership and delivery within the Sustainable Intensification Platform (1,2 and 3); leadership and delivery of the GHG platform programme; expertise in policy development and carbon management as well as engagement with networks of farmers on the challenges of changing practices.





Project Management

[REDACTED] He will be the main contact for the Defra Project Officer and Steering Group. He will be responsible for quality assurance of reporting to the funders. He will liaise and communicate with Defra's Project Officer via E-mail and telephone at the end of each calendar month to report and discuss the progress of the project. He is also the nominated representative for day-to-day contact with Defra's Project Officer.

The Project Manager will be supported by a management team comprising [REDACTED]

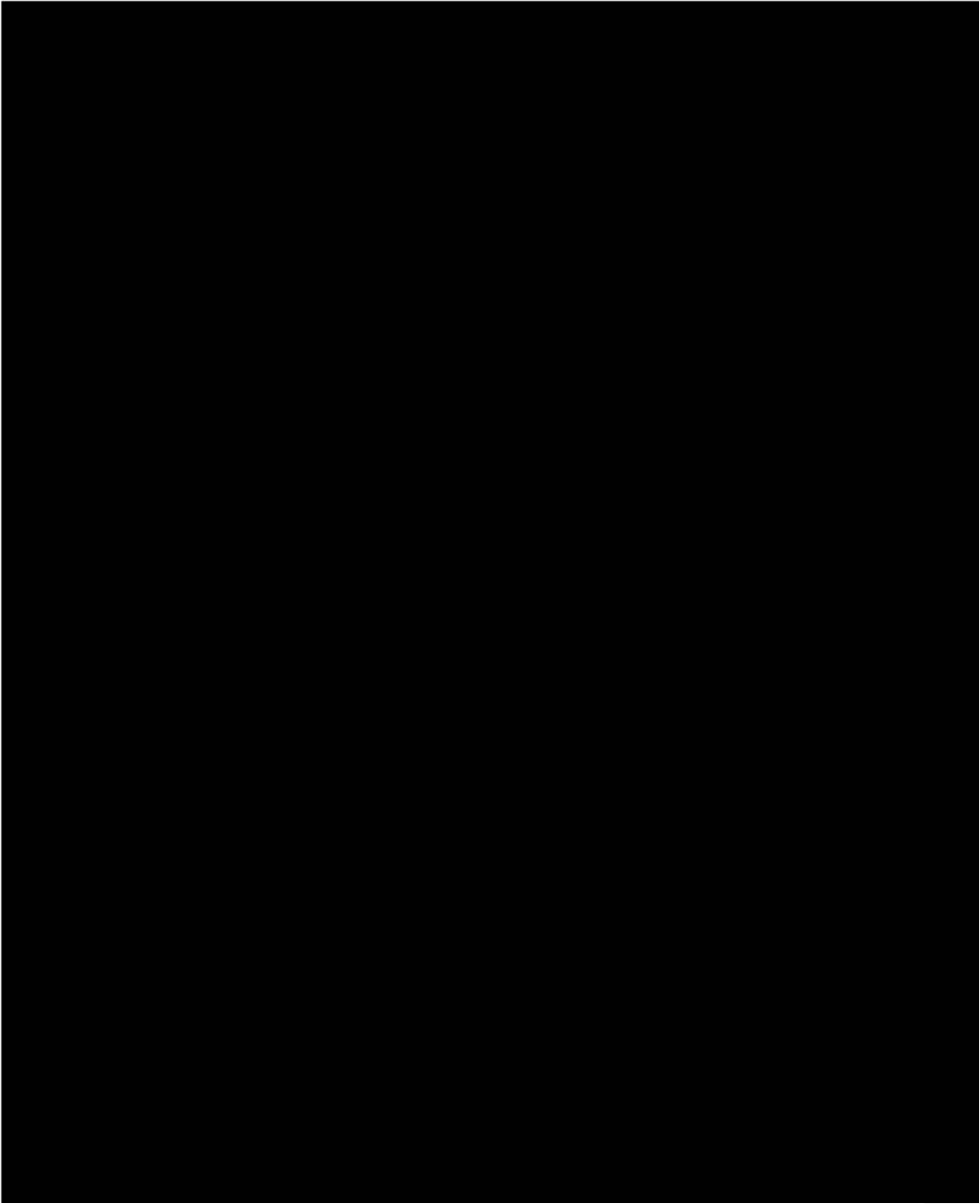
These represent the key contacts for liaison across the consortium.

This management team will provide the overall direction to the project to ensure milestones are met while delivering scientific excellence and policy and industry relevance. This group will have regular monthly virtual meetings to check on project progress. Defra's Project Officer will be informed about these scheduled monthly meetings and is invited to attend via video or teleconference if needed. Defra will receive minutes from these meetings as an efficient means of maintaining contact and updating on progress [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



This project will be managed within SRUC's Research Division using its routine procedures for commercial research contracts. At the heart of this procedure is SRUC's Contracts Office, which liaises between Detra and the Project Manager on all formal matters related to the project. SRUC Project Managers are required to ensure that projects are conducted according to the timetable agreed with the clients, as specified in the contract. It is the responsibility of the Project Manager [redacted] to ensure that the project is [redacted] on time and on budget to the satisfaction of the client. The Head of the Contracts Office, [redacted] ensures this, by operating a system to monitor deliverables on each project and reminding the Project Manager in advance, in writing, when key deliverables are due to the client.

All reports are delivered to the Contracts Office in advance of the client delivery date and are subject to quality control procedures, (complying with the requirements of ISO 9001), before being approved and forwarded to Defra on behalf of the organisation. The Project Manager has a responsibility to report to the Head of the Contracts Office, if any aspect of the project is falling behind schedule. In these cases, assuming any identified deficiency is within the control of SRUC, project progress is reviewed between the Project Manager and Head of the Contracts Office, and if necessary, appropriate remedial action is undertaken, jointly, to ensure appropriate resource is allocated to the project to ensure delivery within the specified time-scale. If the deficiency is caused by circumstances outside of SRUC's control i.e. by force majeure, Defra will be informed and a plan of action will be devised by the Project Manager, to deliver to a revised realistic time-scale, that will be put to Defra for consideration, together with a full report of the circumstances leading to the unplanned deficiency to Defra. The Head of the Contracts Office will ensure that routine enquiries will be dealt with and efficiently responded to within 5 working days by the Project Manager. If a complex issue is raised then the Head of the Contracts Office will agree with Defra an appropriate course of action, within an agreed timescale to ensure an appropriate resolution of the issue.

Linkage with SIP and GHG R&D platform,

The Sustainable Intensification Platform (SIP) developed, at various scales, assessments and tools to support decision making and, in parallel, explored issues around uptake of so-called win-win technologies. The team consists of institutes involved in the delivery and management of all three SI platforms.

SRUC supported 1.3b in the development of a matrix of integrated farming practices and SI outcomes (Nicholas-Davies *et al.*, 2018). They led work on consulting with stakeholders in England and Wales on the usability and development of the tool. Moreover, SRUC had an advisory role in 1.2a on the integration of environmental and social metrics for development of a farm-level environmental and social benchmarking tool (RBU, Cambridge., 2018). This builds on work conducted by SRUC on integrating social metrics within estimates of SI and efficiency (Barnes and Thomson, 2014, Barnes, 2003). Finally, SRUC led work with SIP 3 on developing and analysing a survey of LEAF farmers, as part of the pilot for understanding how farmers define and match SI goals and criteria within supply chains.

SRUC played a leading role in the recently completed GHG Platform programme, coordinating research on methane measurement and mitigation (ACO115), nitrous oxide measurement and mitigation (ACO116), and data synthesis modelling and management (ACO114). The outcomes of this research have allowed the development of a new smart inventory for reporting UK GHG emissions, and underpin the philosophy of Sustainable Intensification.

At NIAB the farming systems team also includes [REDACTED] has over 25 years of experience as a research agronomist and in leading knowledge exchange with farmers and advisors. Most recently he led Project 1 of the SIP, which examined the impact of management practices and farming systems on the economic, environmental and social performance of farms. While this proposal does not involve the whole SIP farm network, it builds on the work undertaken in the network of research and demonstration farms, and the associated inter-disciplinary research community, established under the SIP (2014 – 2017) together with existing farmer networks and multi-stakeholder groups. This team is leading a Defra-funded short project '*Achieving sustainable intensification by integrating livestock into arable systems – opportunities and impacts*' (6 months from September 2018). The project takes an integrated multi-disciplinary approach to describe the likely economic, social and environment impacts (with a focus on GHG emissions) of the gamut of approaches that increase integration of livestock into arable production systems in predominantly arable areas of the UK. NIAB has a network of strategic agronomists and over 2200 farmer members across England; these members fund the largest, and longest running, independent variety and agronomy dataset and research programme in the UK at 10 research centres.

As part of SIP 2 CEH and partners developed a dynamic landscape typology tool which is hosted on the CEH Environmental Information Platform (<https://eip.ceh.ac.uk/apps/sustainable-intensification/info/>). This tool produces a landscape typology which focuses on land management and intervention that can be described as sustainable intensification, and is required to take account of economic, environmental and social outcomes.

Potential linkages with other projects

Project staff have been involved in a range of national and international initiatives on GHG mitigation, such as:

- UK Agricultural GHG Platform, <http://www.ghgplatform.org.uk/Home.aspx>

- Global Research Alliance on Greenhouse Gases, <https://globalresearchalliance.org/>
 - Department of Environment and Climate Change. Development of the Impact of Grassland Management on the UK LULUCF Inventory
 - DEFRA Capturing cropland and grassland management impacts on soil carbon in the UK LULUCF inventory
 - DEFRA Minimising nitrous oxide intensities of arable crop products
 - DEFRA GRAMP; Global Research Alliance Modelling Platform: GRAMP
 - NERC Generating Regional Emissions Estimates with a Novel Hierarchy of Observations and Upscaled Simulation Experiments
- The Scottish Government's Strategic Research Programme has multiple workstreams focusing on GHG mitigation. Work is ongoing to refine knowledge about the abatement effectiveness of cropland and grassland management options, to develop and assess novel approaches (both cropping and livestock based) to GHG mitigation that also co-deliver other sustainability benefits (from sensor development to system assessments), and to further improve existing approaches by ex ante policy assessment and exploring opportunities to reduce barriers of uptake. Furthermore, the project will draw on ongoing work on wider sustainability and resource efficiency within the SRP, like livestock genomics, livestock nutrition, animal health, sustainable land management, uptake of best practices and sustainable soil and water management.
 - Evaluation of environmental extension programmes in agriculture. The project is looking at the effectiveness of participatory extension programmes on GHGs in an ex post evaluation, comparing GHG mitigation farm practices of non-participants with practices of farmers having participated in the programme. The findings of this work can help the project in estimating the baseline uptake of some practices and the potential effectiveness of voluntary policies.
 - Members of the team are engaged in a wide range of one-off projects on, or related to GHG mitigation. Current examples include: "Soils Research to deliver Greenhouse Gas Removals and Abatement Technologies" (for NERC, 2017-2020, Grant No. NE/P019463/1), "Financing Climate Futures – Literature Review on Carbon Sequestration on Land Use Sectors" (for the OECD, 2018) "SLURRYMAX", <http://wp.lancs.ac.uk/slurry-max/>, "Sustainable economic and ecological grazing systems- learning from innovative practitioners", <https://www.ceh.ac.uk/our-science/projects/seegslip> and "Quantifying the impact of future land use change scenarios to 2050 and beyond" (for Committee on Climate Change, 2017-18), Genomic management Tools to Optimise Resilience and Efficiency (GenTORE, H2020, 2017-2022, Grant no. 727213).

Communications and dissemination plan

Multiple outputs are expected of the project. As part of the SIP, multiple engagement mechanisms have been developed, and this project will augment the engagement currently available within the SIP and ensure continued legacy of the SIP project. Specifically the SIP website (<http://www.siplatform.org.uk/what-sip>) will be used to upload reports, tools and results from the project. In addition we will liaise with the sustainable intensification research network (<https://sirn.org.uk/>), and propose a networking event, specifically on the economics of SI for social scientists and economists to engage in linking the MACC to SI outcomes.

In addition through NIAB and SRUC's consultancy arm (SAC Commercial) we have access to a good coverage of farmers in England. Engagement is through newsletters and twitter accounts. Farm advisors involved in knowledge exchange activities about sustainable agriculture (e.g. Soil Association, Farming for a Better Climate scheme, the Farm Advisory Service) will be provided with a summary of the technical potential, costs, barriers and wider impacts of the mitigation options. The engagement will ensure that they get access to further information in case they need it to update their current guidelines and technical notes.

Farmers' unions and levy boards will receive a short briefing about the mitigation options as well as of the three mitigation trajectories developed in the project. It is anticipated that this will help them further develop the industry's response to the long term mitigation challenge. Moreover, given the planned engagement of these organisations with the scenario building and assessment of on-farm costs (WP1/WP2/WP3) this allows some element of co-innovation which will support greater uptake and relevance of these findings within the industry.

Beyond the workshops conducted within the project, land use policy analysts (i.e. in Defra, the CCC, FAO, Scottish Government and Climate Exchange (Cx), the Welsh Government and the Northern Ireland Assembly) will be sent a policy brief about the findings of the project. They will be encouraged to enquire about the details of the findings relevant to their current interests. Institutional seminars (e.g. in SRUC) about the project will be made open to interested parties (through video link where possible).

Communicating Outputs from the Project

Specific outputs where wider audiences will be interested are outlined briefly below. However, opportunities for further engagement will be explored as the project develops into the second year.

MACC curves: In addition to the English farmers and stakeholders directly engaged through the project the further networks of SAC, NIAB and CEH will be made aware of the MACC outputs through farm networks. This will utilise the SIP Farm Benchmarking tool. This allows farms to be benchmarked against a standard typifier within the Farm Business Survey. Hence using the MACC allows the impact of technologies on farmers to be assessed for economic impact.

Scenarios for CC mitigation: The scenario development will prove valuable for further work and development within the Scottish Government strategic research programme (RD 2.3.5: Improving existing GHG reduction measures in Theme 2: Productive and Sustainable Land Management and Rural Economies) which examines GHG mitigation. It will inform the NERC funded Soils-R-Great project, which is developing a comprehensive global assessment of soil based GHG removal and abatement technologies, and the EcAMPA-III project (funded by JRC), which is analysing the mitigation potential of European Agriculture using the CAPRI model. Via the stakeholder networks of these projects the results of the current project will reach policy makers in Europe, UK and Scotland

Mapping of land use will link to and benefit from two BBSRC projects funded by the Global Food Security programme 'Resilience of the UK food system in a global context' which run in parallel to this project. These focus on lowland grazing systems which has a network of 60 pasture based farmers, (<https://www.ceh.ac.uk/our-science/projects/seegslip>) and farming on upland grazing systems in Northern England and Scotland (<http://upland-resilience.org/project-objectives/>). These will utilise networks of farmers and stakeholders engaged in or interested in the project (Defra, Sainsbury's, AHDB, Natural England, National Sheep Association, Pasture for Life Association, Sustainable Food Trust. These both plan workshops with farmers and the rural economy to provide an engagement mechanism for disseminating the results. The scenarios and economic impacts developed within this project will be transferred to these networks and used, in conjunction with discussions around generation of public goods from agriculture which is an explicit focus for this research.

3. Stakeholder Engagement

Access to Farming Networks

SRUC's consultancy arm (SAC England) have been active for the last 10 years working with a client base of over 1,500 farmers in North West and North East England, and also worked with various organisations such as Cumbria Farmer Network who give us access to a wider audience for engagement and advice. Recently the team has taken on a major contract with DEFRA regarding testing for BVD on farm, working with local veterinary practices.

NIAB has a network of strategic agronomists and over 2200 farmer members across England; these members fund the largest, and longest running, independent variety and agronomy dataset and research programme in the UK at 10 research centres. This is valuable to the project as it allows a wider sample of systems to be identified and helps access to the potential for transformative options which may be conducted on farm, for WP3, to understand operationalisation costs and barriers.

Moreover under the BBSRC funded project 'SEEGSLIP' which focuses on lowland grazing systems and runs in parallel to this project, has a network of 60 pasture based farmers – many of whom are adopting innovative farming systems (such as mob grazing) aimed at restoring soil carbon, improving biodiversity and increasing productivity. Moreover, other contacts, such as the recently completed NERC SARIC funded 'SLURRYMAX' has engaged and continues to engage multiple stakeholders, such as AHDB, CSF, NE, Organic Research Centre who are working on a range of innovations including agroforestry) and within CEH with experts on biomass cropping. This allows us to have access to a wide sample of innovative farmers from which to explore implementation options.

Through its member network, NIAB directly engages with farmers and their advisors, many of whom are leading on practically embedded improvements to farming efficiency and GHG reduction, we will use the membership as a set of key informants to help review and disseminate outputs. In particular, NIAB is an active member of GHGAP, which co-ordinates the industry-led response to the GHG challenge in agriculture for the UK. Hence the outputs of this project can be road-tested through a GHGAP workshop if considered appropriate; development of appropriate resources to inform and enable the agricultural supply chain (supplier, advisors, farmers, food buyers/retailers) is a key part of the work of the GHGAP and its members (including AIC, AHDB, NFU and CLA). Hence by working closely with GHGAP, the project team can ensure effective industry input into development of outputs and then their dissemination. NIAB also an active member and contributor to the development and practical embedding on farm of the Cool Farm Alliance tools.

4. Added Value/Innovation

Partner Projects

SEEGSLIP (BBSRC) - These focus on lowland grazing systems which has a network of 60 pasture based farmers, (<https://www.ceh.ac.uk/our-science/projects/seegslip>). These will utilise networks of farmers and stakeholders engaged in or interested in the project (Defra, Sainsbury's, AHDB, Natural England, National Sheep Association, Pasture for Life Association, Sustainable Food Trust. Offers in-kind support for workshops and access to networks.

Pasture for Life farmers are actively involved in this project [redacted] aimed at understanding how innovative farming approaches impact on multiple ecosystem service delivery. Pasture fed livestock approaches are particularly aimed at lowering the carbon cost of livestock production through not importing feed and through adopting pasture management practices aimed at sequestering soil carbon. Links between SEEGSLIP and the Clean Growth project can be facilitated through including SEEGSLIP stakeholders (Pasture Fed Livestock Association (PFLA) members and farmers, Defra, Sainsbury's, AHDB, Natural England, National Sheep Association, Sustainable Food Trust and project staff) in workshops/interviews. Additionally the SEEGSLIP knowledge transfer networks may potentially be used by the Clean Growth project to inform those stakeholders; these include the CEH website (<https://www.ceh.ac.uk/our-science/projects/seegslip>), Agricollogy, the Pasture for Life interactive forum and twitter

RESULTS (BBSRC) –upland grazing systems in Northern England and Scotland and farming on upland grazing systems in Northern England and Scotland (<http://upland-resilience.org/project-objectives/>).. These plan workshops with farmers and the wider rural economy. Offers in-kind support for workshops and access to networks.

This project focuses (in complement to SEEGSLIP) on upland grazing systems in Northern England and Scotland. Links between RESULT and the Clean Growth project will be through engagement with stakeholders on deriving scenarios and understanding of economic and environmental resilience both with rural economy actors and those responsible for policy, including Defra and the Scottish Government.

Achieving sustainable intensification by integrating livestock into arable systems – opportunities and impacts' (Defra). The project takes an integrated multi-disciplinary approach to describe the likely economic, social and environment impacts (with a focus on GHG emissions) of the gamut of approaches that increase integration of livestock into arable production systems in predominantly arable areas of the UK. Offers in-kind support for land use planning options.

Scottish Government strategic research programme (RD 2.3.5: Improving existing GHG reduction measures in Theme 2: Productive and Sustainable Land Management and Rural Economies) which examines GHG mitigation offers in-kind support for co-development of MACCs for UK land use sector.

Global Research Alliance on Agricultural Greenhouse Gases (GRA) (<https://globalresearchalliance.org/>). Team members [redacted] regularly participate in the GRA meetings and can draw on expertise and latest research findings on mitigation measures and policies via GRA meetings and topic-specific networks such as the Nutrient Management Network and the Animal Health and GHG Network. Moreover, this provides a platform for transferring outputs and informing development of the project.

SCHEDULE 2 – PRICING

1. The Authority will pay the Contractor in total £168,025 (one hundred and sixty-eight Thousand, and twenty-five Pounds) exclusive of VAT for the Services.

2. The Authority shall pay the Contractor as follows subject to the satisfactory completion of the work packages detailed.

Total	168,025
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3. The Final milestone payment will be released following receipt of the final report of satisfactory quality and presentation session of findings to policy makers and stakeholders.

4. Subject to any variation of the Project the Price shall remain firm throughout the duration of the Contract.

5. If the Contract or the Project is varied the Price may be adjusted as agreed in writing by the Authority and the Contractor affected by the variation.

6. The Contractor shall invoice the Authority for the Eligible Costs properly incurred by the Contractor in delivering the Services during the relevant period, indicating the relevant milestone(s) and Purchase Order (to be notified separately).

7. Travel and subsistence costs must be in accordance with the Travel and Subsistence Policy set out at Annex 3.

Total	168,025
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3. The Final milestone payment will be released following receipt of the final report of satisfactory quality and presentation session of findings to policy makers and stakeholders.
4. Subject to any variation of the Project the Price shall remain firm throughout the duration of the Contract.
5. If the Contract or the Project is varied the Price may be adjusted as agreed in writing by the Authority and the Contractor affected by the variation.
6. The Contractor shall invoice the Authority for the Eligible Costs properly incurred by the Contractor in delivering the Services during the relevant period, indicating the relevant milestone(s) and Purchase Order (to be notified separately).
7. Travel and subsistence costs must be in accordance with the Travel and Subsistence Policy set out at Annex 3.

Annex 3


Travel and Subsistence

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

Rail Travel

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

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans - no public transport rate*		
Private cars and vans - public transport rate		
Private motor cycles		
Passenger supplement		
Equipment supplement*		
Bicycle		

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

** Under HMRC rules this expense is taxable.

Location	Rate (Upper Limit)	
London (Bed and Breakfast)		
UK Other (Bed and Breakfast)		
Rates for specific cities (bed and breakfast)		

SCHEDULE 3 - CHANGE CONTROL

Contract Change Note (“CCN”)

CCN Number	
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a Contract for the supply of [project name] dated [dd/mm/yyyy] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

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 Annexe [x] for Details)		
Revised Contract Period		
Change in Contract Manager(s)		
Other Changes		



2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Bravo.

SCHEDULE 4 - COMMERCIALLY SENSITIVE INFORMATION

- 1.1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause E5 (Freedom of Information).
- 1.2 In this Schedule the Parties have sought to identify the Contractor's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest
- 1.3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies.
- 1.4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interests exemption set out in s.43 of the FOIA to the Information listed below.

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION CONFIDENTIALITY	OF

SCHEDULE 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, 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 Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:

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

4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
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 Authority is the Controller and the Contractor is the Processor in accordance with Clause E2.1.
Subject matter of the processing	Research is required to identify practical options to deliver emissions reductions in agriculture and associated land use sectors, to inform future agricultural policies.
Duration of the processing	Contract duration 8 th October 2018 through until expiry 7 th October September 2020 or any further extension period agreed.
Nature and purposes of the processing	<p>Data will be collected from Farmers, Land Owners, Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, members of the public, users of a particular website etc. industry, unions, farming collaborative/groups and stored in relation the following contract objectives which relate to Delivering Clean Growth through Sustainable Intensification:</p> <ul style="list-style-type: none">• Support delivery of the Clean Growth Strategy by working in partnership with government departments, the CCC and industry bodies.• Help Defra to reduce emissions from agriculture, in alignment with Defra's 25 Year Environment Plan and the UK Climate Change Act 2008;• Help deliver the vision of using public funds to deliver public goods (including climate change adaptation and mitigation);

	<ul style="list-style-type: none"> • Further develop and safeguard existing research and knowledge to explore options for future policies on 'climate smart agriculture'; • Focus mitigation on climate smart agricultural practices that improve farm efficiency and deliver co-benefits to air, water and biodiversity, through sustainable intensification; • Ensure Defra's approach to emission mitigation is socially, environmentally and economically sustainable, delivering benefits against wider environmental and productivity objectives; • Be England specific, but contextualise the scope of project findings for the UK.
Type of Personal Data	
Categories of Data Subject	
<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>Contract section 4.3: Upon the Expiry Date or the Termination Date (or earlier if this does not adversely affect the Contractor's performance of the Services and its compliance with the other provisions of this schedule) and In accordance with the Defra document disposal policy for contracts – 6 years after the end of the contract.</p> <ul style="list-style-type: none"> • The Contractor will erase from any computers, storage devices and storage media all related Data; • The Contractor will deliver to the Authority all materials created by the Contractor under this Contract including the Intellectual Property Rights in which are owned by the Authority; • Each party will return to the other party all Confidential Information of the other party and will certify that it does not retain the other party's Confidential Information save to the extent (and for a limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services.