

[REDACTED] [REDACTED] [REDACTED] [REDACTED] **CONTRACT**

**Agriculture and Horticulture Development Board**

**and**

**VBMS (Buckingham) Limited**

**PIG Welfare Training - Stockman**

[REDACTED]

## AMENDMENT TO AND EXTENSION OF CONTRACT

THIS CONTRACT IS MADE ON ... .., 20....

BETWEEN

**Agriculture and Horticulture Development Board**, of Siskin Parkway East,  
Coventry, CV3 4PE ('AHDB')

AND

[REDACTED]

AHDB and the Supplier are the Parties to the Contract.

[REDACTED]

[REDACTED]

### INTERPRETATION

1. In this Amended Contract, except as otherwise defined herein or amended hereby, the words and expressions defined in the Original Contract have the same meaning in this Amended Contract as they do in the Original Contract.
2. If the Original Contract has not been amended to take account of the Data Protection Act 2018 then the amendments relating to the Data Protection Legislation below shall apply and this Amended Contract will update the data protection obligations under the Original Contract. Any reference to the obligations of either Party for data protection under the Original Contract shall be deemed to be deleted in its entirety and replaced with this Amended Contract.

### IT IS HEREBY AGREED

1. The following amendments shall be made to the Original Contract, and the Original Contract as hereby amended is hereinafter described as the Amended Contract.
2. The following provisions (i) shall apply and (ii) shall have precedence over any inconsistent provisions in the Original Contract:
  - 2.1. AHDB shall pay all undisputed amounts within 30 days of the day when it has determined that a received invoice is valid and undisputed (the 'Due Date'). Such determination shall consider the requirements for an invoice described in the Amended Contract. Time for payment shall not be of the essence of the contract.
    - 2.1.1. AHDB will consider and verify invoices in a timely manner.
    - 2.1.2. If AHDB fails to comply with Clause 2.1.1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 2.1 after a reasonable time has passed, taking into consideration all relevant circumstances.

2.2. Where a Supplier enters into a Sub-Contract for the purpose of performing its obligations under the Contract, it shall ensure that provisions are included *mutatis mutandis* in the Sub-Contract which:

- (a) have the same effect as Clauses 2.1, 2.1.1 and 2.1.2; and
- (b) require the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect *mutatis mutandis* as Clauses 2.1, 2.1.1 and 2.1.2.

In this Clause 2.2, 'Sub-Contract' means a contract between two or more suppliers, at any stage of remoteness from AHDB in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Amended Contract.

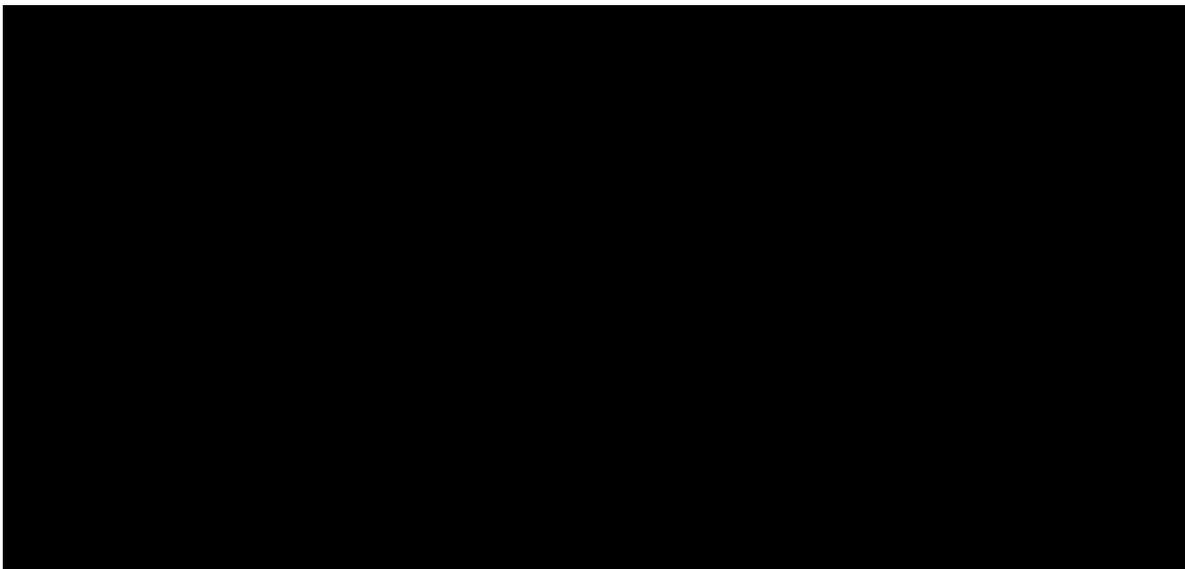
2.2.1. Where the Supplier becomes liable to pay interest payments to a sub-contractor, AHDB will not reimburse those costs unless they are incurred due to the negligence or default of AHDB.

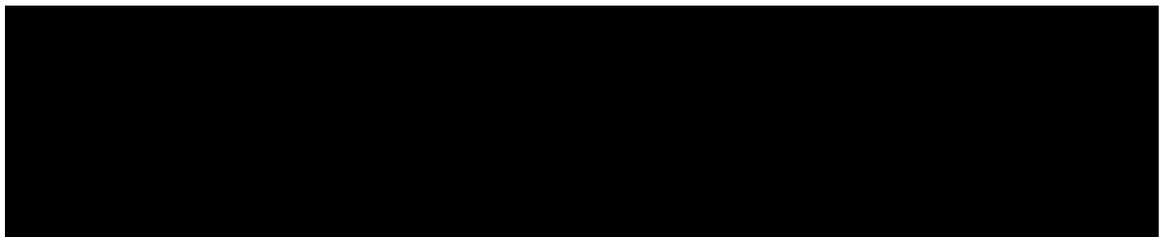
2.3. References to the Public Contracts Regulations 2006 shall be deemed to be references to the equivalent provisions in the Public Contracts Regulations 2015 *mutatis mutandis* and any amendment to the Original Contract or the Amended Contract shall be compliant with the public procurement principles underlying the Public Contracts Regulations 2015.

2.4. In relation to claims for reimbursement of expenditure consequent upon termination of the Amended Contract, such expenditure:

- (a) may include incurred expenditure and expenditure irrevocably committed by the Supplier, in each case prior to such termination;
- (b) shall be restricted to expenditure in relation to the Amended Contract; and
- (c) shall be conditional upon the Supplier complying with a duty to mitigate such costs as far as is reasonably practicable.

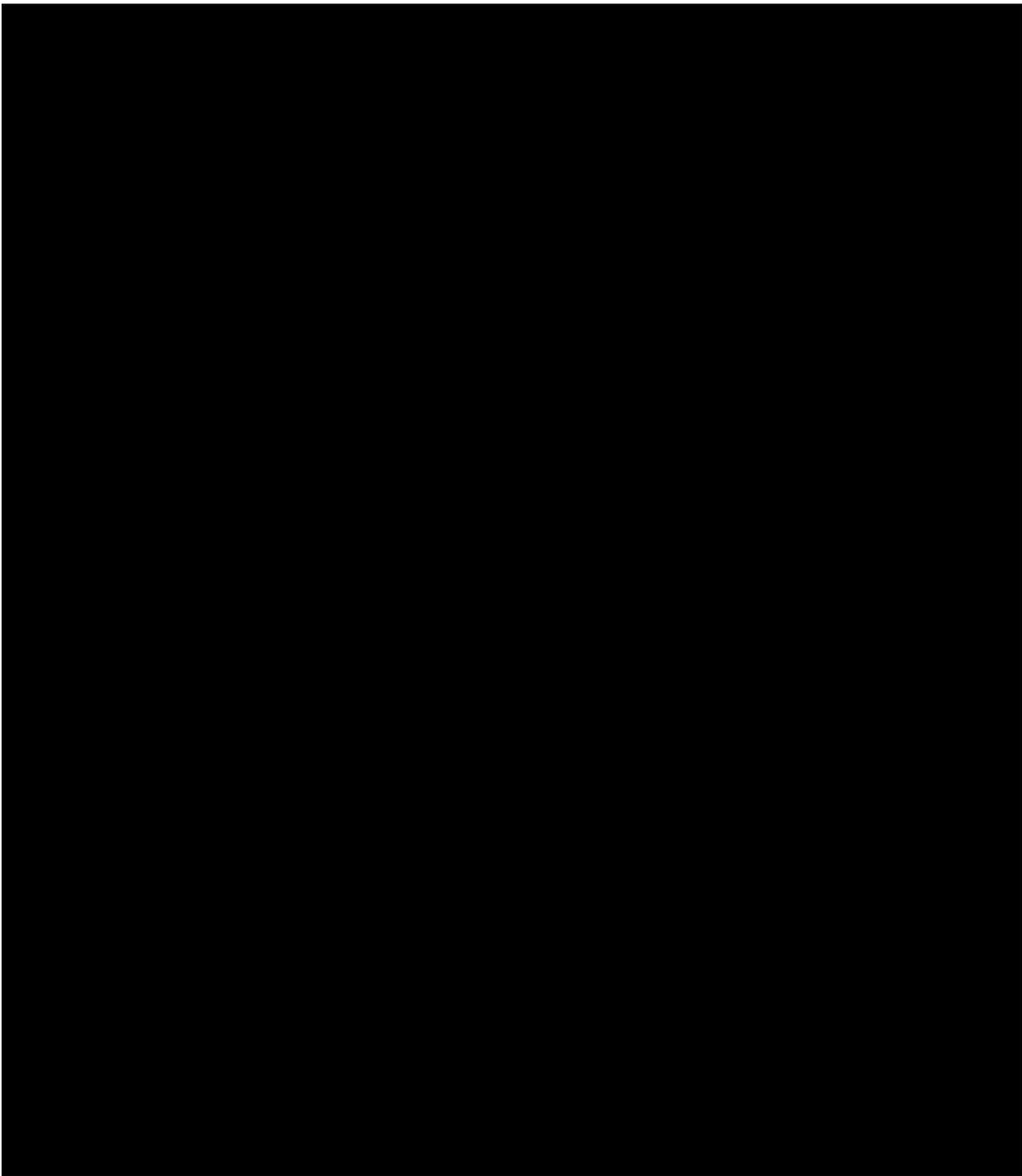
2.5. If the Original Contract includes the undertaking of research, references to a Supplier in this amending Contract shall be deemed to be references to a Researcher wherever appropriate.

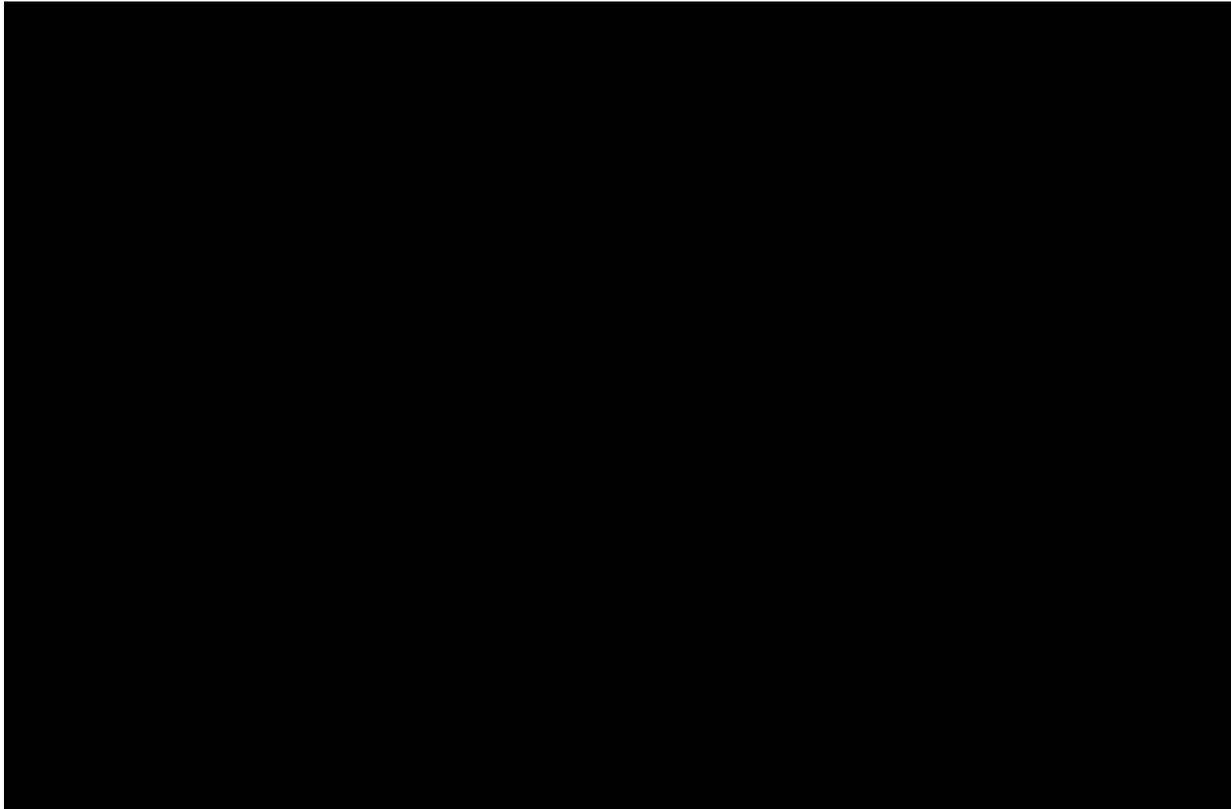




2.7. The Completion Date shall be amended to 31<sup>st</sup> of March, 2025.

2.7.1. The payment schedule detailed at Schedule B of the Original Contract shall be updated as follows:





### **3 Definition**

Data Protection Legislation" ("DPL"), shall mean The Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive) and/or the General Data Protection Regulation (EU) 2016/679 (GDPR) and/or any corresponding or equivalent national laws or regulations, including any amendment or update thereof and/or any new or updated laws and regulations relating to data protection including any judicial or administrative interpretation thereof and any guidance, guidelines, recommendations, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Information Commissioner, any replacement body or other relevant government department or supervisory authority in relation to such legislation from time to time;"

### **4 Processing of Data**

- a. AHDB takes a positive attitude towards data sharing providing it is appropriate, undertaken within the scope of the DPL and there are adequate and proportionate data security arrangements in place.
- b. AHDB has agreed to provide the personal data described in Part 1 (the "Data") for the purpose specified therein ("Purpose") and the Data Protection Officer

("DPO") has authorised its release for the Purpose in accordance with this Amended Contract. All Data shall be transmitted securely in accordance with Part 1.

- c. The Data may include confidential information about companies and/or individuals. These data subjects were informed at the time the Data was collected that AHDB might or would transfer it to other persons. The Supplier accepts that AHDB bears no legal responsibility for the accuracy or comprehensiveness of the Data supplied.
- d. The Data provided under this Agreement may only be used for the Purpose and must not be published in any form.

## **5 Data Access, Supplier Personnel and Sub-contractors**

- a. The Data is to be shared with the Supplier solely for the Purpose on a strictly need to know basis, and must not be used for any other purpose. Access to the Data must be limited by the Supplier to those personnel, who need to have such access for the Purpose ("Permitted Persons").
- b. For the purpose of this Amended Contract Permitted Persons shall mean all employees, officers, staff, other workers, agents and consultants of the Supplier who are engaged in the performance of the Purpose.
- c. The Supplier shall on request and subject to any requirements or limitations of the DPL, give AHDB such particulars as it may reasonably require of all persons who are or may be at any time employed for fulfillment of the Supplier's obligation under the Original Contract as amended from time to time.
- d. The Supplier shall take all reasonable steps to ensure the reliability and integrity of any Permitted Persons who have access to the Data and ensure that they:
  - i. are aware of and comply with the Supplier's duties under this agreement;
  - ii. are subject to appropriate confidentiality undertakings with the Supplier;
  - iii. are informed of the confidential nature of the Data and do not publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by AHDB or as permitted by this Amended Contract; and
  - iv. have undergone adequate training in the use, care, protection and handling of personal data.
- e. The Data must not be provided in whole or in part to any other natural or legal person.
- f. The Supplier is responsible for ensuring that all Permitted Persons fully comply with all obligations and requirements of this Amended Contract. Failure to do so shall be considered a breach of this Contract.
- g. The Supplier must ensure that all Permitted Persons and any approved sub-contractor, are subject to a duty of confidence and binding written contractual

obligations in respect of the Data no less onerous than those contained in this Amended Contract.

- h. The Supplier shall not appoint any sub-contractor without AHDB's prior written consent, which consent shall not be unreasonably withheld. The Supplier shall remain fully liable for the sub-contractor's compliance with this Amended Contract and for all its acts or omissions. The Supplier shall provide AHDB with such information regarding the sub-contractor as AHDB may reasonably require.

## **6 Storage and Protection of Data**

- a. To the extent that the undertaking of this Amended Contract requires the Supplier to process the Data on behalf of AHDB, the Parties agree that AHDB shall be the data controller and the Supplier shall be the data processor (as such terms are defined in the DPL) and the Supplier agrees to:
  - i. comply with all applicable DPL in respect of the performance of its obligations under this Amended Contract and shall not by any act or omission cause AHDB (or any other person) to be in breach of any DPL;
  - ii. store all data in accordance with Part 1;
  - iii. process the Data only on and in accordance with AHDB's written and documented instructions as set out in this Amended Contract and provided from time to time, unless the processing is prohibited by any applicable laws and the Supplier has informed AHDB of such applicable laws;
  - iv. notify AHDB immediately at [Data.Protection@ahdb.org.uk](mailto:Data.Protection@ahdb.org.uk) if it believes that it has been given an instruction which does not comply with the DPL;
  - v. not transfer or permit the transfer of the Data outside the European Economic Area without AHDB's prior written consent; and
  - vi. implement and maintain appropriate technical and organisational measures in accordance with this Amended Contract and in such a manner that the processing will:
    - 1. meet the requirements of the DPL;
    - 2. ensure the protection of the rights of data subjects within the meaning of the DPL; and
    - 3. preserve the integrity of the Data and ensure a level of physical and technical security in respect of the Data at all times that is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, damage or alteration, or unauthorised disclosure of or access to the Data transmitted, stored or otherwise processed;
- b. As a minimum level of protection for the Data, and without prejudice to any other provision of this Amended Contract, the Supplier shall:
  - i. assess risks to the confidentiality, integrity and availability of the Data at least quarterly;

- ii. verify its Information and Communication Technology (ICT) systems handling the Data to the extent necessary to give confidence in the security of the data; and
- iii. perform secure back-ups of all Data and ensure that up-to-date back-ups are stored in accordance with a recovery plan. The back-ups shall be made available to AHDB on request.

## **7 Data Subject Rights**

- a. The Supplier may inform any enquirer that it is conditionally authorised by AHDB to have and to use the Data and that the Data is being held and used in confidence under its control. Any such enquiries shall be reported promptly to the DPO in writing at [Data.Protection@ahdb.org.uk](mailto:Data.Protection@ahdb.org.uk).
- b. Subject to clause 6.1, the Supplier shall notify AHDB immediately if it:
  - i. receives a Data subject access request (or purported Data subject access request);
  - ii. receives a request to rectify, block or erase any Data;
  - iii. receives any other request, complaint or communication relating to either Party's obligations under the DPL;
  - iv. receives any communication from the Information Commissioner or any other regulatory authority in connection with Data processed under this Amended Contract;
  - v. receives a request from any third party for disclosure of Data where compliance with such request is required or purported to be required by Law.
- c. Assist AHDB, insofar as is possible, in the fulfilment of its obligations to respond to requests made by data subjects to exercise any of their rights under DPL.

## **8 Data Loss or Breach**

- a. The Supplier shall notify AHDB immediately if it becomes aware of any event that results, or may result, in unauthorised access to Data held by the Supplier under this Amended Contract, and/or actual or potential loss and/or destruction of Data in any breach of this Amended Contract, including any Data breach. The Supplier's obligation to notify under clause 5.2 shall include the provision of further information to AHDB in phases, as details become available.
- b. Notify AHDB's DPO at [Data.Protection@ahdb.org.uk](mailto:Data.Protection@ahdb.org.uk) of any suspected or actual breaches of security without undue delay (but in no event later than twelve (12) hours after becoming aware of the breach) and provide such details as may be reasonably required regarding the nature and likely consequences of the breach.
- c. Notify AHDB's DPO at [Data.Protection@ahdb.org.uk](mailto:Data.Protection@ahdb.org.uk) without undue delay (but in no event later than twelve (12) hours) if the Supplier becomes aware that AHDB Data in its possession has or may have become corrupted, lost or

degraded and inform AHDB of the remedial action the Supplier proposes to take. The Supplier shall restore or procure the restoration at its expense of such data that has become corrupted, lost or degraded wholly or partially as a result of the Supplier's default as soon as practicable but not later than four (4) weeks from the date on which the possibility of such corruption, loss or deterioration comes to the Supplier's attention. Subject to the Supplier having been given a reasonable opportunity to undertake such restoration, if such restoration is performed by or on behalf of AHDB otherwise than by the Supplier, the Supplier shall promptly reimburse the reasonable costs thereby incurred by AHDB.

## **9 Liability**

- a. The Supplier shall comply with all applicable DPL in respect of the performance of its obligations under this Amended Contract and shall not by any act or omission cause AHDB (or any other person) to be in breach of any DPL. The Supplier accepts and acknowledges that nothing in this Amended Contract shall relieve the Supplier of its own direct responsibilities and liabilities pursuant to the DPL.
- b. The Supplier shall indemnify AHDB, its employees, agents and contractors from and against all and any liability for any losses whatsoever arising from any breach of the DPL which may arise out of or in connection with the fulfilment of, or out of any breach of the Supplier's obligations under the original Contract or a breach of this Amended Contract.
- c. Nothing in this Contract shall limit either Party's liability for death or personal injury which may arise as a direct result of any breach of the DPL.

## **10 Deletion or Return of Data**

- a. On the earlier of the completion of the use of the Data for the Purpose or at the written request of AHDB for return or destruction of information or the date given in Part 1 ("Completion Date"), all copies of the Data must be returned or destroyed in accordance with Part 1 and the return or destruction must be confirmed in writing within seven (7) days of the Completion Date to AHDB's DPO at [Data.Protection@ahdb.org.uk](mailto:Data.Protection@ahdb.org.uk) using the Data Disposal Form (a copy of which is attached at Part 2). Failure to do so shall be considered to be a breach of this contract.

## **11 Audit Rights**

- a. Provide such information, co-operation and other assistance to AHDB as AHDB reasonably requires (taking into account the nature of processing and the information available) to ensure compliance with the DPL, including with respect to security of processing, data protection impact assessments, prior consultation with a supervisory authority regarding high risk processing and any remedial action and/or notifications to be taken in response to any Data breach or request from a data subject (as such terms are defined in the DPL).
- b. Maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of AHDB including such information

as AHDB may reasonably require, and make such records available to AHDB on request in a timely manner (and in any event within three (3) business days) and provide such other information or allow such inspections as AHDB reasonably requires to audit the Supplier 's compliance with its obligations under the DPL and this Amended Contract and demonstrate its own compliance with the DPL.

**12 General Terms**

- a. With regard to the subject matter of this Amended Contract, in the event of inconsistencies between the provisions of this Amended Contract and any other agreements between the Parties, including the Original Contract, the provisions of this Amended Contract shall prevail and the Original Contract shall be interpreted and varied accordingly.
- b. Save as set out in this Amended Contract, nothing in this Amended Contract shall be deemed to be an amendment to the terms of the Original Contract or a waiver or consent by either Party to any breach or potential breach (present or future) of any provision of the Original Contract or any waiver of any default which arises on or after the date of this Amended Contract. Nothing in this Amended Contract shall prejudice either parties' rights under the Original Contract.
- c. Each Party shall pay its own costs incurred in connection with the implementation of this Amended Contract.

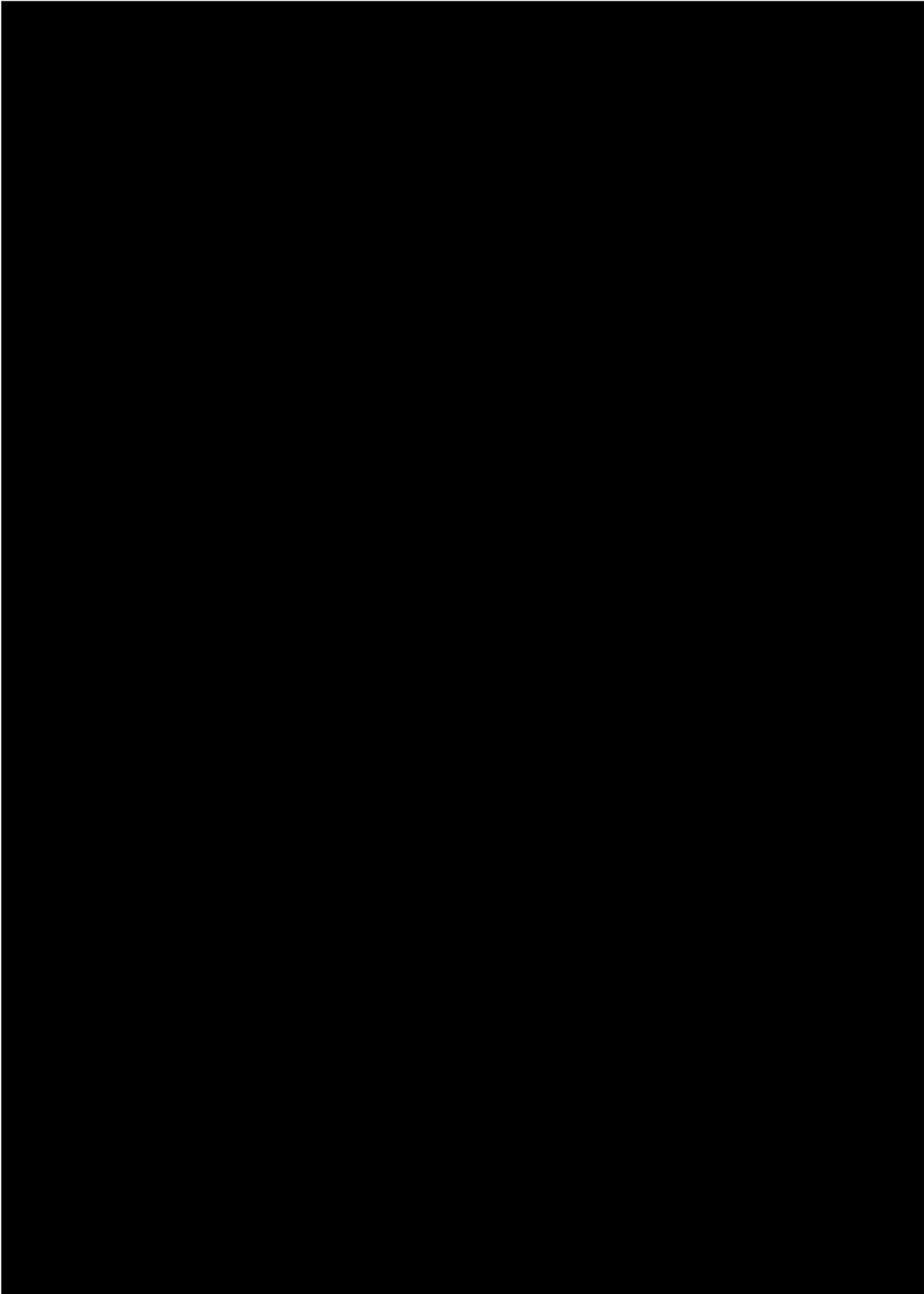


**Signed for and on behalf of the Agriculture and Horticulture Development Board**

Signature: .....  
Name of signatory: .....  
Date: .....

**Signed for and on behalf of the Supplier:**

Signature: .....  
Name of signatory: .....  
Date: .....



The Data Managers use FIPS 140-2 compliant AES256 'zip' compression and encryption software. Data files will be encrypted using public keys or as a 'zipped' file with pass-phrases as appropriate to the encryption capabilities of the data recipient.

The word **CONFIDENTIAL** must be entered in the subject field of the email in front of the email title in all instances.

### **Post**

Hard copy Data may be transmitted by post, courier or messenger.

If Data must be put on CD/DVD it should be encrypted (see details of encryption above). If the data recipient is unable to collect the CD/DVD by hand, encrypted CD/DVD's may be transmitted by post (Recorded Delivery or better), courier or messenger. If encryption is not possible the CD/DVD will be password protected using at least 13 character alpha-numeric passwords. If the data recipient is unable to collect the CD/DVD by hand it will be dispatched by Royal Mail Special Delivery service with tracking of transit or by courier.

In all cases when sending Data by post, a single sealed cover addressed to an individual by name or appointment will be used. The cover must not attract attention. Therefore, it must not be marked with any protective marking and only the descriptors 'Personal' or 'Addressee Only' may be used.

In all cases Data will be sent only to a named individual, agreed in advance, and must be accessed only by Permitted Persons.

### **Data Storage:**

Hard copies of Data must be stored in a secure building and/or in a locked cabinet, and destroyed in accordance with the below.

When held on ICT systems on secure premises, password policies must be in place that ensure only those listed can access data. The ICT infrastructure should be certified to the Cyber Essentials standard as a minimum.

Full back-up policies must be in place for servers.

Data destruction must include all backup copies of data as well as live.

All access to standalone machines must be protected by username/password.

All data users must avoid transferring Data onto removable media (including laptop hard-drives, removable discs, CD's, USB memory Sticks, PDA's and media card formats), except when this is essential and only as agreed in writing with the Data Manager setting out the controls to be put in place. If taken outside the organisation's secure premises, laptop hard drives, CD/DVD, USB devices or any other removable media must be fully encrypted using FIPS 140-2 compliant AES256 encryption or better.

### **Data Destruction:**

Protectively marked waste is a potential source of information and prior to its secure destruction it should be held in an appropriate secure container under lock and key separate from other waste.

**Methods of Destruction:**

Protectively marked paper-based waste, such as, paper and card, must be securely destroyed by incineration, pulping or shredding. Waste may be shredded on any shredder or torn into four pieces and placed in a confidential waste sack. The waste sack must be kept under lock and key until it has been collected for onward transmission to the contractor who destroys it.

Electronic media containing Data must be disposed of by overwriting, erasure or degaussing for re- use.

Part 2

**DISPOSAL OF DATA FORM**

It is a condition of this Amended Contract that the Supplier shall return this form duly completed within 7 days of the Completion Date. It may be returned as hard copy or in pdf format by electronic mail to [Data.Protection@ahdb.org.uk](mailto:Data.Protection@ahdb.org.uk).

In the event that the destruction and notification requirements are not satisfied, the Supplier must immediately notify AHDB's DPO (Tel: 024 76 69 2051; Email: [Data.Protection@ahdb.org.uk](mailto:Data.Protection@ahdb.org.uk)), specifying the reason for such failure.

Failure to do so shall be considered to be a breach of this contract.  
I confirm that all Data provided under this Amended Contract and all copies thereof have been destroyed in accordance with this Amended Contract.

Signed:
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Name (Block Capitals):
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Date:
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Organisation:
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Please return the completed form within 7 days of data destruction to:

DPO, AHDB, Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE

Email: [Data.Protection@ahdb.org.uk](mailto:Data.Protection@ahdb.org.uk)