



Department
for Environment
Food & Rural Affairs

www.gov.uk/defra

Contract for the Provision of Services

Bovine Tuberculosis Advisory Service

August 2017

Contract Reference: [REDACTED]

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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, acting through the Rural Payments Agency, whose principal address is at North Gate House, 21-23 Valpy Street, Reading, RG1 1AF (the “**Authority**”)

AND

- (2) Westpoint Group Trading Ltd of Dawes Barn, Bognor Road, Warnham, West Sussex RH12 3SH - (registered in England and Wales under number 8833557 whose registered office is Warnham, West Sussex (the “**Contractor**”)

(each a “**Party**” and together the “**Parties**”).

WHEREAS

Following a competitive tender process, the Authority wishes to appoint the Contractor to provide certain services (as defined in Section 2) and the Contractor agrees to provide those services in accordance with these terms and conditions.

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
Schedule 2:	Pricing Schedule
Schedule 3:	Change Control
Schedule 4:	Commercially Sensitive Information
Schedule 5:	Non-Disclosure Agreement – not used
Schedule 6:	Contractor and Third Party Software
Schedule 7:	Security Requirements, Policy and Plan
Schedule 8:	Delivery Plan
Schedule 9:	Privacy Notice
Schedule 10:	Key Performance Indicators (KPIs)

- 1.2 The Contract is formed on the date on which both Parties sign and date the Form of Contract where indicated.
- 1.3 The Contract starts on 11th August 2017 (the “**Commencement Date**”) and ends on 28th February 2021 (the “**End Date**”) unless it is terminated early in accordance with the Contract.
- 1.4 For the purposes of this contract Westpoint Group Trading Ltd are trading as Origin Group.

Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000,

The Contractor will communicate acceptance of the contract on the Customer's electronic contract Management system ("Bravo").

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TERMS AND CONDITIONS

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A GENERAL PROVISIONS

A1 Definitions and Interpretation

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

“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.

“Annual Review” means the Authority’s review of the Contractor’s performance under the Contract which takes place in the fourth quarter of each year of the Contract Period.

“Approval”, “Approved” and “Approve” 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” means The Secretary of State for Environment, Food and Rural Affairs acting through the Rural Payments Agency, whose principal address is at North Gate House, 21-23 Valpy Street, Reading, RG1 1AF.

“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 Data 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.

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

“Bravo” means the Authorities’ electronic contract management system..

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

“Claim Form” means an invoice containing the information set out in clause C2.5.

“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:

- (a) which is provided by the Contractor to the Authority in confidence for the period set out in Schedule 4; and/or
- (b) that constitutes a trade secret.

“Commission” means the European Commission.

“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 and sensitive personal data within the meaning of the DPA. 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;
- (d) is independently developed without access to the Confidential Information; or

- (e) is required by the Authority for the purposes of management, control and evaluation and may be shared with other UK or EU public bodies for the purposes of monitoring and administering the Common Agricultural Policy (CAP) further to Article 117 of EU Regulation 1306/2013.

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

“Contract Period” means the period from the Commencement Date to the End Date 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 2 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 6.

“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.

“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” has the meaning given in section 1(1) of the DPA.

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

“Decision” means a Pillar 2 Decision (as defined by regulation 30 of Part 5 of the 2014 Regulations) made pursuant to the 2014 Regulations.

“Delivery Plan” means the delivery plan attached at Schedule 8 of this Contract.

“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.

“Determination” means a determination made by a delivery body under regulation 14 of the 2014 Regulations.

“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 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” means the Data Protection Act 1998 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.

“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.

“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.

“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.

“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.

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

“Intellectual Property Rights” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business

names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

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

"Key Performance Indicators" or **"KPIs"** means the key performance indicators contained in Schedule 10 of the Contract

"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 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 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, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Contractor is bound to comply.

"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) including any breach of the Rural Development Regulations 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 including, but not limited to, any breach of the Rural Development Regulations which has resulted in or would result in claw-back of all or part of the Price; or
- (b) any of the obligations set out in clauses A6, D1, E1, E2, E3, E4, E7, E8 or E10.

"Milestone" has the meaning given to it in the Delivery Plan.

"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.

“On the Spot Checks” means the system for on the spot checks as established by articles 47 (1) and 58 (2) of Regulation (EU No. 1306/2013).

“Participant” means a person receiving Services pursuant to this Contract.

“Performance Management Report” means the report which the Contractor is required to supply to the Authority pursuant to Clause F2.4 detailing performance against the KPIs.

“Premises” means any location at which the Services are supplied.

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

“Privacy Notice” means the notice attached at Schedule 9 to the Contract which details how the Participant’s Personal Data will be processed and seeks consent to this processing.

“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.

“Property” means any 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 (Specification).

“RDPE” means the Rural Development Programme for England programme document 2014-2020 as it may be modified from time to time.

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

“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 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.

“RPA” means the Rural Payments Agency.

“Rural Development Regulations” means:

- Regulation (EU) No. 1305/2013 Regulation (EU) No. 809/2014;
- Regulation (EU) No. 907/2014;
- Regulation (EU) No. 1303/2013;
- Regulation (EU) No. 808/2014;
- Regulation (EU) No. 1306/2013
- Regulation (EU) No. 640/2014; and
- The 2014 Regulations.

“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 Bovine Tuberculosis Advisory Service as set out in the Specification (Schedule 1) including any modified or alternative services.

“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 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, 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.

“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 E8.5 (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 6.

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

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

“TUPE Information” means the information set out in clause B10.1.

“Variation” means a variation to the Specification 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.

“2014 Regulations” means the Common Agricultural Policy (Control and Enforcement, Cross-Compliance, Scrutiny of Transactions and Appeals) Regulations 2014 (SI 2014/3263).

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

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; and
- (h) references to the Contract are references to the Contract as amended from time to time.

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 G3.1 (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:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[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 Provision and Removal of Equipment

- B2.1 The Contractor shall provide all the Equipment and resource necessary for the supply of the Services.
- B2.2 Not used.
- B2.3 All Equipment brought onto any Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any Equipment. The Contractor shall provide for the haulage or carriage thereof to any Premises and the removal of Equipment when no longer required at its sole cost.
- B2.4 Unless otherwise agreed, Equipment brought onto any Premises will remain the responsibility of the Contractor.
- B2.5 Not used.
- B2.6 The Contractor shall maintain all Equipment in a safe, serviceable and clean condition.
- B2.7 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.
- B2.8 Within 20 Working Days following 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.

B3 Service Delivery

- B3.1 The Contractor shall at all times comply with the:
- (a) Quality Standards;
 - (b) the Specification
 - (c) the Delivery Plan;
 - (d) the Rural Development Regulations;
 - (e) all applicable Law from time to time in force; and
 - (f) where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body.

- B3.2 To the extent that the standard of the Services 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.
- B3.3 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.
- B3.6 During the Contract Period, the Contractor shall not, in delivering the Services, in any manner endanger the safety or convenience of the public.

B4 Key Personnel

- B4.1 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services.
- B4.2 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.
- B4.3 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.
- B4.4 The Authority shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. 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.
- B4.5 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.

B5 Contractor's Staff

Not used.

B6 Inspection of Premises

Not Used.

B7 Licence to Occupy Premises

Not Used.

B8 Property

- B8.1 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.

- B8.2 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.
- B8.3 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.
- B8.4 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.
- B8.5 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.

B9 Offers of Employment

- B9.1 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.

B10 Employment Provisions

- B10.1 Not later than 12 Months prior to the end of the Contract Period, if requested to do so by the Authority, 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 B10.1 (a);
 - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B10.1 (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.
- B10.2 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 if requested to do so by the Authority.

- B10.3 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.
- B10.4 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.
- B10.5 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.
- B10.6 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.
- B10.7 This clause B10 applies during the Contract Period and indefinitely thereafter.
- B10.8 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 may, where it is permitted to do so by the Rural Development Regulations pay the Price to the Contractor in accordance with clause C2.

C2 Payment and VAT

- C2.1 Following the completion of a Milestone, the Contractor shall submit a Claim Form to the Authority.
- C2.2 The Contractor shall not be entitled to payment until the Authority has verified in writing to the Contractor that the relevant Milestone detailed in the Claim Form has been reached and the Claim Form submitted is compliant with the Rural Development Regulations.
- C2.3 The Authority shall, in addition to the Price and following Receipt and verification of a Claim Form in accordance with clause C2.2, pay the Contractor a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.
- C2.4 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 Claim Forms as an extra charge. If the Contractor fails to show VAT on a Claim Form, the Authority will not, at any later date, be liable to pay the Contractor any additional VAT.
- C2.5 All sums stated on any Claim Forms shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- C2.6 Each Claim Form shall include:
 - (a) the Contractor's full name, address and title of the Contract;
 - (b) the date;
 - (c) the project reference number as assigned by the Authority;
 - (d) details of the Participants as set out in a data table annexed to the Claim Form;

- (e) a detailed breakdown of all activity delivered and the quality assurance and quality control activities associated with that activity;
- (f) a detailed breakdown of all costs incurred during the period to which the Claim Form relates;
- (g) a declaration signed by the Contractor;

and, if requested by the Authority:

- (h) identification of which individuals delivering the Services are Contractor's staff and which are Sub-Contractors;
- (i) separate identification of time spent travelling and/or meal or rest breaks;
- (j) details of journeys made and distances travelled; and
- (k) any other reasonable supporting evidence requested by the Authorised Representative.

C2.7 The Authority shall not pay Contractor time spent on meal or rest breaks and the Contractor shall ensure that all Staff take adequate meal or rest breaks.

C2.8 The Authority shall not pay the Contractor's overhead costs unless specifically agreed in writing by the Authority and overhead costs shall include: 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.

C2.9 The Authority shall carry out administrative checks of all Claim Forms to ensure the verification of:

- (a) the eligibility of the Contractor;
- (b) the eligibility criteria, commitments or other obligations for which the payment is requested;
- (c) compliance with the selection criteria;
- (d) the reasonableness of the costs submitted.

C2.10 Payment of the sums contained in a Claim Form shall only be made by the Authority for eligible expenditure. The Authority shall examine each Claim Form received from the Contractor to establish whether the Claim Form is eligible for payment in accordance with the Rural Development Regulations.

C2.11 The Authority's examination of each Claim Form shall establish:

- (a) the amount that is payable to the Contractor based on the Price and the Milestone reached; and
- (b) the amount that is payable to the Contractor based on the eligibility of the expenditure claimed by reference to the Rural Development Regulations.

C2.12 If the amount established pursuant to sub-paragraph (a) of clause C2.11 exceeds the amount established pursuant to sub-paragraph (b) of clause C2.11 by more than 10%, a charge shall be applied to the amount established pursuant to sub-paragraph (b) of clause C2.11. The charge shall be the difference between the two amounts established pursuant to sub-paragraphs (a) and (b) but shall not exceed the Price.

- C2.13 Notwithstanding the provisions of clause C2.12 no such charge shall be applied if the Contractor can demonstrate to the satisfaction of the Authority that it is not at fault for the inclusion of the ineligible amount stated in the Claim Form.
- C2.14 The Authority shall pay all sums due to the Contractor within 30 days of Receipt.
- C2.15 Any late payment of undisputed Claim Forms by the Authority will be subject to interest at the rate of a maximum of 3% above the base rate from time to time of Barclays Bank plc.
- C2.16 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 and must ensure that all relevant Sub-Contractor invoices have been paid before submitting a Claim Form to the Authority pursuant to Clause C2.
- C2.17 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 C2.17 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.
- C2.18 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.

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:
- (a) 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; and/or
 - (b) unilaterally deduct that sum from any sum due, or which at any later time may become due to the Contractor from the Authority, under any other agreement between the Authority or the Crown and the Contractor; and/or
 - (c) recover the sum, together with interest calculated in accordance with the 2014 Regulations, as a debt.
- 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.
- 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.

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 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 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 clauses B10.5 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;

- (b) the Authority's biosecurity guidance located at <https://www.gov.uk/guidance/controlling-disease-in-farm-animals> as may be amended from time to time or such biosecurity guidance as the Authority may notify to the Contractor from time to time.
- (c) the Authority's health and safety policy as given to the Contractor from time to time.

D4.2 Each Party shall notify the other as soon as practicable of any health and safety incidents, material health and safety or biosecurity hazards 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 or biosecurity 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**") as given to the Contractor from time to time and which require the Authority through its procurement and management of suppliers to:

- (a) conserve energy, water, wood, paper and other resources and to 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 Approval 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:
- (a) identify any risks arising 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 For the purposes of clauses E1 and E2, the terms "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**", "**Process**" and "**Processing**" shall have the meanings prescribed in the DPA.
- E1.2 The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- E1.3 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 Approved by the Authority.
- E1.4 To the extent that Authority Data is 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.
- E1.5 The Contractor shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.
- E1.6 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.
- E1.7 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.
- E1.8 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.

E1.9 If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded as to be unusable 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 Act

E2.1 The Contractor shall (and shall ensure that all its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.

E2.2 Notwithstanding the general obligation in clause E2.1, if the Contractor or any Sub-Contractor is Processing Personal Data as a Data Processor for the Authority the Contractor and/or any Sub-Contractor shall:

- (a) Process the Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature) as set out in the Contract or as otherwise notified by the Authority including but not limited to the requirement that each Participant signs the Privacy Notice;
- (b) Comply with all applicable Laws;
- (c) Process the Personal Data only to the extent and in such manner as is necessary for the provision of the Contractor's obligations under the Contract or as is required by Law or any Regulatory Body;
- (d) Implement and maintain appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (e) Take reasonable steps to ensure the reliability of its Staff who may have access to the Personal Data;
- (f) Not transfer the Personal Data to any Affiliates for the provision of the Services without Approval;
- (g) Not cause or permit the Personal Data to be transferred outside of the European Economic Area without Approval;
- (h) Ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause E2;
- (i) Ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third parties without Approval;
- (j) Not disclose Personal Data to any third parties in any circumstances other than with Approval or in compliance with a legal obligation imposed upon the Authority;

- (k) Notify the Authority (within 5 Working Days) if it receives:
 - i) a request from a Data Subject to have access to that person's Personal Data; or
 - (ii) a complaint or request relating to the Authority's obligations under the DPA;
- (l) Provide the Authority with full cooperation and assistance in relation to any complaint or request made, including by:
 - i) providing the Authority with full details of the complaint or request;
 - ii) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the Authority's instructions;
 - iii) providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
 - iv) providing the Authority with any information requested by the Authority;
- (m) Permit the Authority and the RPA (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause E9 (Audit), the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Contractor is in full compliance with its obligations under the Contract;
- (n) Provide a written description of the technical and organisational methods employed by the Contractor for Processing Personal Data (within the timescales required by the Authority);
- (o) Not Process Personal Data outside the European Economic Area without Approval and, if the Authority consents to a transfer, to comply with:
 - i) the obligations of a Data Controller under the Eighth Data Protection Principle set out in schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred; and
 - ii) any reasonable instructions notified to it by the Authority.

E2.3 The Contractor shall comply at all times with the DPA and shall not perform its obligations under the Contract in such a way as to cause the Authority to breach any of its applicable obligations under the DPA.

E2.4 The Contractor shall ensure that it or its Staff (as appropriate) provide each Participant with a Privacy Notice.

E2.5 The Contractor shall ensure that an appropriate clause equivalent to this clause E2 is included in all Sub-Contracts. Notwithstanding the provisions of clause F4.1, the Authority shall be entitled to Approve any such equivalent clause in any Sub-Contract.

E2.6 This clause E2 shall apply during the Contract Period and indefinitely after its expiry.

E3 Official Secrets Acts and Finance Act

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. The Contractor shall maintain a list of the non-disclosure agreements completed in accordance with this clause E4.3.
- E4.4 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) such information 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 written 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.
- E4.15 Notwithstanding the provisions of this clause E4, the Authority may use any information or data provided by the Contractor and/or its Staff collected during the Contract Period for the purposes of management, control and evaluation any may share this with other UK and EU public bodies for the purposes of monitoring and administering the Common Agricultural Policy (CAP) further to Article 117 of Regulation (EU) No. 1306/2013.

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. The Contractor shall:
- (a) give the Authority a copy of all Information in connection with the Contract 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;
 - (c) not respond directly to a Request for Information without Approval.
- 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 Acknowledgement, Publicity and Official Enquiries

- E6.1 Without prejudice to the Authority's obligations under the FOIA, the EIR or any obligations under the Rural Development Regulations, or any policy requirements as to transparency, the Contractor shall comply with all instructions and guidance from the Authority in relation to acknowledgment and publicity of the Services including using any materials or templates which are provided to it for this purpose. Such acknowledgement and publicity may include, where appropriate, a statement on any website operated by the Contractor for business purposes and/or a poster, plaque or billboard displayed on the Contractor's land or Premises.
- E6.2 The Contractor shall use its reasonable endeavours to ensure that its Staff comply with clause E6.1.
- E6.3 Where the Contractor uses the name and logo of any other organisation in its publicity, it shall comply with all reasonable branding guidelines or instructions it is given by the Authority in relation to the use of such name or logo.
- E6.4 The Contractor agrees to participate in and co-operate with promotional activities relating to the delivery of the Services if required to do so by the Authority.

- E6.5 The Authority may acknowledge the Contractor's involvement in the delivery of the Services as appropriate without prior notice.
- E6.6 The Contractor and its Staff shall comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist them with any promotional and publicity activities relating to the Rural Development Regulations.

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 and the Contractor shall comply with the provisions of Schedule 7 (Security Requirements, Policy and Plan).
- 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, where possible, 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 prepared in accordance with clauses E8.1(a) and (b). 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; and
- (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) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) 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-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Contractor or to any other third party supplying goods and/or services to the Authority ("**Indemnified Persons**");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) 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 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 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(d) 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 any relevant Indemnified Person, 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(b) 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 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 reasonably requires in order to exercise its rights under, and receive the benefit of, the Contract (including the Services).

E9 Audit and Access

E9.1 The Contractor shall keep and maintain until 7 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.

E9.2 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.

E9.3 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.

- E9.4 The Contractor (and its agents) shall permit the Comptroller, the Auditor General (and/or his appointed representatives), the Authority or any UK or EU public authority (and/or their authorised representatives or auditors) access free of charge to all such land, premises, documents (including computerised documents and data) and other information, Participants (including their land and premises) as maybe required for the purposes of the financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority has used its resources and/or is administering the RDPE including but not limited to On The Spot Checks. The Contractor shall provide such explanations as are reasonably required for these purposes. The obligations set out in this clause E9.4 shall apply during and for a period of up to 7 years following the end of the Contract Period.
- E9.5 In addition to any consequences arising as a result of a breach by the Contractor of this Contract, the Contractor understands that it may be a criminal offence to intentionally obstruct, or fail to assist or provide information to any person exercising powers pursuant to clause E9.4.

E10 Tax Compliance

- E10.1 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.
- E10.2 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 including but not limited to the Specification and the Delivery Plan 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.

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 The Authority shall hold quarterly review meetings to review the Contractor's performance under this Contract. The first quarterly review meeting shall take place at or around 4 Months from the Commencement Date. The Authority may also conduct an Annual Review of the Contract. Without prejudice to the generality of the foregoing, the Authority may in an Annual Review consider such items as (but not limited to): the Contractor's delivery of the Services; the KPIs; 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 the Milestones.
- F2.3 The Contractor shall provide at its own cost any assistance reasonably required by the Authority to perform such Annual Review including the provision of data and information.
- F2.4 The Contractor shall produce a Performance Management Report (including 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 Contractor shall give the Authority a copy of the Performance Management Report. The Authority shall consider any Contractor comments and may produce a revised Performance Management Report.
- F2.6 The Contractor shall, within 10 Working Days of receipt of the Performance Management Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Performance Management 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 Performance Management Report and/or the Annual Review, 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 Remedies for inadequate performance

- F3.1 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 the Authority may itself supply or procure a third party to supply such part of the Services;

(f) withhold or reduce payments to the Contractor in such amount as the Authority reasonably deems appropriate in each particular case; and/or

(a) terminate the Contract in accordance with clause H2.

F3.2 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.

F3.3 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 Good 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.

F3.4 If the Contractor has been notified of a failure in accordance with clause F3.3 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.

F3.5 If the Contractor has been notified of a failure in accordance with clause F3.3, 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 F3.5 and the progress of those measures until resolved to the satisfaction of the Authority.

F3.6 If, having been notified of any failure, the Contractor fails to remedy it in accordance with clause F3.5 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.

F4 Transfer and Sub-Contracting

- F4.1 Except where clauses F4.6 and F4.7 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 Approval 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 and the Authority shall be permitted to Approve all sub-contracts before Approving any sub-contracting arrangement.
- F4.2 The Contractor shall be responsible for the acts and/or omissions of its Sub-Contractors as though they are its own;
- F4.3 The Contractor shall ensure that its Sub-Contractors and suppliers retain all records relating to the Services for at least 7 years from the end of the Contract Period and make them available to the Authority on request in accordance with the provisions of clause E9 (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 Form submitted by the Contractor on the basis of such documents or work carried out by the Sub-Contractor or supplier.
- F4.4 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) any Sub-Contract imposes obligations on any Sub-Contractor on the same terms as those imposed on the Contractor pursuant to this Contract and shall ensure that the Sub-Contractor complies with such terms;
 - (c) the Sub-Contractor includes a provision having the same effect as set out in clause F4.4 (a) in any Sub-Contract which it awards; and
 - (d) copies of each Sub-Contract shall, at the request of the Authority, be sent by the Contractor to the Authority immediately.
- F4.5 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the 2015 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 2015 Regulations, the Authority may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.
- F4.6 Notwithstanding clause F4.1, 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 F4.6 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 F4.7 and F4.8.

F4.7 If the Contractor assigns the right to receive the Price under clause F4.6, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

F4.8 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.

F4.9 The provisions of clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without Approval.

F4.10 Subject to clause F4.11, 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.

F4.11 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F4.12, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.

F4.12 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F4.10 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 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.

F4.13 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.

F4.14 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.

F5 Waiver

- F5.1 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.
- F5.2 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 (Notices and Communications).
- F5.3 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.

F6 Variation

- F6.1 If, after the Commencement Date, the Authority's requirements change, the Authority may request a Variation or a change to the Price subject to the terms of this clause F6.
- F6.2 The Authority may request a Variation by notifying the Contractor in writing of the Variation or the change to the Price and giving the Contractor sufficient information to assess the extent of the Variation or the change to the Price 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.
- F6.3 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; 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).
- F6.4 No Variation will take effect unless and until it is recorded in a validly executed CCN.
- F6.5 A CCN takes effect on the date on which both Parties communicate acceptance of the CCN via Bravo. On the date it communicates 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.
- F6.6 The provisions of clauses F6.4 and F6.5 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.

F7 Severability

- F7.1 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.

F8 Remedies Cumulative

- F8.1 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.

F9 Entire Agreement

- F9.1 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.

F10 Counterparts

- F10.1 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 2 of the Supply of Goods and Services Act 1982;
 - (d) any breach of clause D1; 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 Authority's and the Contractor's aggregate liability in respect of the Contract shall not exceed £5M.
- 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 the following levels of cover in respect of the following 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:
- (a) Employer's (Compulsory) Liability Insurance: £5 million minimum;
 - (b) Public Liability Insurance: £2 million;
 - (c) Professional Indemnity Insurance: £2 million.
- Such insurance shall be maintained for 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;
 - (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;
 - (l) it has not and shall not receive any other public funding to deliver or assist with the delivery of the Services.
- G2.2 The Contractor undertakes that any items paid for by the Contractor for which the Contractor is entitled to receive payment pursuant to the Rural Development Regulations will remain in the Contractor's ownership and be maintained for the purpose and in the manner for which they were intended until the End Date. The Contractor shall not make any change of use or ownership of any such item or items before the End Date without Approval.
- G3 Force Majeure**
- G3.1 If the Contractor is prevented from complying with its obligations under the Contract due to a Force Majeure Event or other exceptional circumstances, the Authority must be notified in writing within 15 Working Days from the date on which the Contractor (or any person authorised to act on the Contractor's behalf) is in a position to do so.
- G3.2 The Authority will consider the facts on a case-by-case basis in deciding whether or not the Contractor is relieved of all or part of its obligations under the Contract and whether all or part of the Price should be withheld or repaid to the Authority.

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.

H3.2 In the event of termination pursuant to clause H3.1 provided that:

- (a) the Contractor is not in Material Breach of the Contract;
- (b) no Determination pursuant to clause H7 (Determinations) has been made, is ongoing or, in the Authority's opinion is likely to be made;
- (c) no sums are due to be recovered from the Contractor pursuant to clause C3 (Recovery of Sums Due); and/or
- (d) no appeal against a Decision has been, is being or is likely to be made by the Contractor pursuant to Clause I3 (Appeals Pursuant to the 2014 Regulations)

the Authority shall not be entitled to recover any sums already paid to the Contractor pursuant to the Contract.

H4 Termination under the 2015 Regulations

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 2015 Regulations;
- (b) the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the 2015 Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (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.

H5 Termination under the Rural Development Regulations

H5.1 The Authority may terminate this Contract immediately if the Contractor receives any public funding to deliver or assist with the delivery of the Services other than under this Contract.

H5.2 The Authority reserves the right to terminate the Contract on written notice to the Contractor where:

- (a) there is a change in circumstances affecting the Contractor's eligibility to carry out the Services (whether or not the Authority has already taken any steps recover some or all of the Price already paid to the Contractor pursuant to this Contract); or
- (b) the Contractor has failed to repay any sum which is payable to the Authority pursuant to clause C3 (Recovery of Sums Due) of this Contract.

H5.3 The Contractor may terminate the Contract at any time by giving written notice to the Authority. The Contractor understands that in such circumstances it may be required to repay all or part of the Price already paid to the Contractor pursuant to this Contract and its obligations under this Contract shall not cease until such repayment has been made.

H6 Consequences of Expiry or Termination

H6.1 If the Authority terminates the Contract under clauses H2 (Termination on Default) or H4 (Termination Under the 2015 Regulations) 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.

- H6.2 If Contract is terminated under clauses H2 (Termination on Default) or H4 (Termination Under the 2015 Regulations) 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.
- H6.3 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 which the Authority is lawfully permitted to pay and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H6.4 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 or expiry 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 Act), E3 (Official Secrets Acts and Finance Act), E4 (Confidential Information), E5 (Freedom of Information), E6 (Acknowledgement, Publicity and Official Enquiries), E8 (Intellectual Property Rights), E9 (Audit and Access), E10.2 (Tax Compliance), F8 (Remedies Cumulative), G1 (Liability, Indemnity and Insurance), H6 (Consequences of Expiry or Termination), H7 (Determinations), H9 (Recovery upon Termination), I1 (Governing Law and Jurisdiction), I2 (Dispute Resolution) and I3 (Appeals).

H7 Determinations

- H7.1 Where the Authority makes a Determination, the Authority may without payment of compensation to the Contractor or its Staff:
- (a) withhold all or part of the Price;
 - (b) recover on demand the whole or part of any payment already paid to the Contractor pursuant to the RDPE;
 - (c) by notice to the Contractor terminate the Contract with immediate effect; or
 - (d) where the Contract has been terminated by the Authority by notice given to the Contractor pursuant to Clause H7.1 (c), prohibit the Contractor from entering into any agreement to receive any funding from the RDPE for a period not exceeding 2 years from the date of termination of the Contract.

H8 Disruption

- H8.1 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.
- H8.2 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.
- H8.3 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.
- H8.4 If the Contractor's proposals referred to in clause H8.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice.
- H8.5 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.

H9 Recovery upon Termination

- H9.1 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 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.
- H9.2 If the Contractor does not comply with clauses H9.1(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.

H10 Exit Management

- H10.1 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 procedures set out in clauses H11 and H12.

H11 Exit Procedures

- H11.1 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.
- H11.2 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 (Pricing Schedule) or forming the basis for the Price.
- H11.3 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.
- H11.4 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.

H12 Knowledge Retention

- H12.1 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 (Dispute Resolution) 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

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

- 12.6 Subject to clause 12.2, the Parties shall not institute court proceedings until the procedures set out in clauses 12.1 and 12.3 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 12.7;
 - (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 12.7; and
 - (c) the Contractor may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 12.7, to which the Authority may consent as it sees fit.
- 12.7 If any arbitration proceedings are commenced pursuant to clause 12.6,
- (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.

13 Appeals pursuant to the 2014 Regulations

- 13.1 Notwithstanding clause 12 (Dispute Resolution) of this Contract, where a Decision has been made against the Contractor pursuant to the 2014 Regulations, the Contractor may appeal that Decision in accordance with the procedures set out in the 2014 Regulations.

SCHEDULE 1 - SPECIFICATION

1. Introduction

- This is a contract with duration of 3.5 years with a requirement to meet the targets for delivery of the intermediate and final deadlines set out in this ITT and the Delivery Plan submitted and agreed by both parties.
- Continuous Improvement is key to managing costs and Tenderers will need to provide details of their continuous improvement plans, including details how they intend to reduce costs throughout the lifetime of this agreement and how this will benefit the Authority.

2. Policy Context

- Defra's strategic objectives include "For Britain to be one of the world's leading food nations, renowned for excellence in every aspect of the food" ('Creating a great place for living' (Defra's strategy to 2020)).
- The RDPE provides funding for projects to improve agriculture, the environment and rural life. Funding goes to schemes that will improve the environment; increase the productivity of farming and forestry; and to grow the rural economy.
- The Service is one part of Countryside Productivity, a £141 million RDPE Scheme aiming to increase the productivity of farming and forestry in England.
- This fits in with the government's "The Strategy for achieving Officially Bovine Tuberculosis Free status for England" (published April 2014), which states:

"The objective of the Government is to achieve Officially Bovine Tuberculosis Free (OTF) status for England by 2038"

"The Government is committed to exploring ways to provide evidence-based, effective advice and guidance to farmers, in partnership with the food and farming industry, levy bodies and the veterinary profession."

2.1. The specific aims and objectives of the Service are as follows:

The Service aims to achieve productivity gains to the English cattle herd by reducing the incidence and impact of bTB herd breakdowns in England.

Objectives

- To prevent the spread of the disease and reduce the number of outbreaks and likelihood of an outbreak of bTB by:
- Supporting Businesses in the High Risk Area in building resilience to bTB by providing Advice on how to improve their on-farm biosecurity and reduce the risks from cattle movements and trading; and

- Providing Advice to Businesses in the Edge Area on a 'prevent and protect' basis, i.e. equipping farmers with the right knowledge to ensure good control of the disease and to minimize its spread.

3. Overview of requirements

The purpose of the Service is to reduce the impact of bTB on farms resulting in improved farm productivity by providing bespoke tailored advice, both over the phone and on farm.

The Contractor shall:

- Ensure that, where required, appropriate contractual relationships are established to ensure that the Service can be delivered, for example by working with sub-contractors or delivery partners.
- Ensure that all Advice provided pursuant to the Contract is consistent and in line with the information supplied by the Authority on behalf of the RPA; the current requirement is included at Annex 1 of this ITT, however the requirement may be updated from time to time and the Contractor will be required to ensure that Advice provided is updated accordingly.
- Ensure that the required number of on farm and telephone advice actions are carried out by experienced advisors and that these visits are of consistently high quality and in accordance with the requirements described in this ITT. Advisors must demonstrate the following:
 - Experience of delivering advice to farmers over a period of at least two years.
 - Details of relevant work and training over the past two years.
 - Badger ecology knowledge
 - Minimum qualifications equivalent to NVQ level 3 in agriculture, ecology or related subject.
- We understand that it may be difficult to initially recruit advisors who meet all of the above criteria so, if necessary, the Contractor will need to provide details of how you will ensure that all advisors demonstrate the required standard and level of expertise.
- Provide details of how it plans to fulfil the duty of care it owes to its advisors, particularly around bTB specific issues. These could include the measures taken to ensure personal safety, site biosecurity, training given to advisors on protecting their communications, or dealing with threatening behaviour.
- Be responsible for the project management, co-ordination and reporting requirements as specified in this ITT. The Advice will be funded under Article 15 of Regulation (EU) 1305/2013 '*Advisory services, farm management and farm relief services*' and the Contractor will be responsible for compliance with the relevant CAP Regulations. This includes ensuring that the cost of the Advice provided to each Business does not exceed €1,500. The advice elements will be funded at 100% of the total cost.
- Identify, engage, sign up and provide advice to English cattle farmers who are eligible participants under the RDPE and are in the target market, which is the High Risk Area and

the Edge Area. In order to be eligible to use the Service, a Business must meet the eligibility criteria set out at Annex 6. To note, no farmer details will be provided to the Contractor by the Authority.

- Ensure that the Businesses receiving an on farm advice visit receive, sign and return a privacy notice (see Appendix J) to the Contractor, and that they consent to animal health status and TB status test results data being shared with Defra/RPA and / or AHPA by signing the privacy notice provided. The privacy notice will be contained in a Schedule to the Contract and the requirement that the Contractor ensures that all Businesses receiving an on farm visit sign a privacy notice will be a term of the Contract.
- Ensure **all** delivery is compliant with the Appropriate Regulations and the RDPE.

In particular, it is a requirement of the RDPE that the Contractor must pay their subcontractors, and the payment must have left the Contractor's bank account, **before an invoice is submitted to the RPA for the cost of any services. This means that the Contractor will have to fund the upfront costs of service delivery and be able to evidence that any invoices from sub-contractor(s) and / or other suppliers for services supplied have been paid and the funds have left their bank account prior to submitting an invoice to the RPA.**

- Manage biosecurity and put in place a satisfactory system to ensure that all staff and any sub-contractors comply with the standards set out in Defra's [Guidance on Disease prevention for livestock and poultry keepers](#), including arrangements to report on performance against these standards.
- Payment of any sub-contractor invoices by the Contractor must be made no later than thirty days from the date on which an invoice is regarded as valid and undisputed.
- Liaise with industry partners including but not limited to TBEAG to market the project to the target market. This is likely to involve annual attendance at stakeholder meetings and regular liaison by telephone.
- Ensure that the correct procedures are followed regarding the acknowledgment of RDPE funding in any publicity (see Annex 5).
- Ensure that the requirements in relation to targeting are met (see below). The target market consists of commercial farmers who are registered keepers of cattle and located in the High Risk Area or the Edge Area.
- Establish an effective working relationship with the Nominated Officer and ensure that any changes to the Delivery Plan are agreed by both parties and confirmed in writing prior to implementation.
- Assure the quality and ensure the security of all data collected and maintain a full audit trail to be inspected by an Auditor. Checks shall usually be undertaken by the RPA although other bodies may conduct inspections. Organisations that must be granted access to data include: European Court of Auditors, European Commission, National Audit Office, the RPA or any organisation authorised by them to do so. The Contractor must demonstrate that, as a minimum, the requirements of the Cyber Essentials scheme will be satisfied.

Inspections will seek to confirm:

- that the expenses incurred and payments made by the Contractor in the course of delivering activity under the Contract are supported by accounting documents or evidence and can be directly attributed to that delivery;
- that the nature and timing of expenditure corresponds to the work actually delivered (and that expenditure has been incurred and defrayed before claims have been submitted);
- that the activity delivered is in accordance with the Specification of Requirements (including the KPIs) and the Contract; and
- that the activity has been implemented in accordance with EU rules.

This will include, for example, checks:

- of timesheets and invoices from third party suppliers, and bank statements/payment ledger screen prints confirming that these invoices have been paid;
- that EU and Defra branding have been used appropriately throughout delivery;
- on a proportion of participants by contacting them to verify: (1) that the activity has taken place as stated in the claim, (2) the participant is eligible and part of the target market. Ensure that the claims and administration process set out in Annex 2 is completed in a timely and accurate manner. More detail about this will be provided at the inception meeting.

4. Key Requirements

The Contractor will be required to achieve the delivery milestones which they set out in the Delivery Plan forming part of their Response and to be included as a schedule to the Contract. Tenderers are advised that they will be required to have completed and claimed for 30% of total project costs by October 2018.

Understanding bTB policy and the delivery landscape

The Service, whilst being a stand-alone project, complements the industry-led TB Hub which is Defra's preferred one stop shop for relevant guidance and explaining policy. The aim is that this project delivers consistent advice, but face to face in a specific context on farm.

It also fits with Defra's "The Strategy for achieving Officially Bovine Tuberculosis Free status for England" (published April 2014). The Contractor will be expected to understand the linkages between the Service, TB Hub and Defra TB strategy. They will also be expected to have a good understanding of the roles of APHA, TBEAG and the Defra bTB programme (policy division).

5. Work Package 1

Deliverable 1a

The Service's main activity will be to provide support to a total of 2,400 Businesses in the target market in the form of on farm advice visits as follows:

- Supporting Businesses in the High Risk Area to build resilience to bTB by providing Advice on how to improve their on-farm biosecurity and reduce the risks from cattle movements and trading; and

- Providing Advice to Businesses in the Edge Area on a 'prevent and protect' basis to equip farmers with the right knowledge to ensure good control of the disease and to minimize its spread.

The Advice will cover the following areas:

- Biosecurity
 - Restricting badger to cattle contact
 - Managing cattle feed and water
 - Stopping infected cattle entering the herd
 - Reducing risk from neighbouring herds
 - Minimising infection from cattle manure
- Cattle movements and trading
 - Explaining the role of and details of Approved finishing units (AFUs) and Licenced finishing units (LFUs) and the circumstances in which their use would be beneficial.
 - Explaining the role and details of [Red](#) and [Orange Markets](#), and the circumstances in which their use would be beneficial. (Orange Markets provide farmers with a trading option for clear tested animals from TB restricted herds. Cattle over six weeks of age must have had a clear TB test within the 90 days preceding the sale. Cattle enter the market under licence and following the sale can be licensed to move to: an AFU or direct to slaughter.)
 - Explaining the role and details of setting up and running isolation units
 - Explaining the application of other trading options which may be available and suitable in the farmer's situation.

The above areas are consistent with the TB Hub and APHA advice. However we expect the advisor to tailor this general, nationally consistent advice to the individual circumstances of the farm in question. For example: a farmer may want to set up an AFU, but does the farmer's farming system, machinery and farm layout make this a practical proposition?

The Advice will be given by an advisor on the Farm. More than one person from the Farm may be present when the Advice is given, and this is a positive thing. Payment is per Farm, irrespective of the number of people present. During the on farm visit the advisor will be expected to visit the cattle accommodation and farm buildings in order to tailor the Advice and give specific practical recommendations in the following action plan. In order to provide effective Advice, it may be necessary to conduct a badger survey by monitoring buildings for badger visits and surveying farmland to assess badger activity. A badger survey would normally consist of identifying badger sets, latrines, travel corridors and other areas of badger activity which can be represented on a map and used to assess risk and devise mitigation actions (for example, fencing off badger latrines to stop cattle access).

The Contractor will also encourage the farmer to discuss the Advice with their own vet, whom we know is often a source of trusted advice and a catalyst for behavioural change. The Contractor will

ensure that all advice given is consistent with current Defra bTB policy. This is the only on farm visit funded as part of the service.

Deliverable 1b

- After the visit the advisor will prepare an action plan to improve or maintain the biosecurity and trading status, and share this with the farmer within one calendar month of the visit. The farmer will be advised to implement the plan within 6 months of receipt.

Deliverable 1c

- The Contractor will contact each farmer participant no later than 6 months after the visit to Assess the quality and content of advice given by the advisor and collect any feedback
- Obtain an update on progress (i.e. have actions been carried out, if not why not?). The target is that 75% of recommended actions will be completed within 6 months of receipt of the action plan.

Deliverable 1d

- In addition to deliverable 1a, provision of telephone advice to a total of 1,950 Businesses in the target market for which telephone advice has been identified as appropriate using the decision tree in Annex 9.
- Telephone Advice excludes those calls where the most suitable guidance or recommendation is to refer the caller directly to the TB Hub website.
- Contractor to develop a Customer contact database or use a Customer Relationship Management tool to record customer's details and record advice given and provide a report to the Authority as part of Deliverable 2a below (Quarterly reports).

6. Work Package 2: Quality Assurance, Quality Control and Data Reporting

Project Progress Reporting

Reporting: Quarterly Reports – Deliverable 2a

- The Contractor shall provide quarterly reports, throughout the duration of the Contract, to be sent to the Nominated Officer. Each report will provide details of activity delivered and the quality assurance and quality control activities associated with that activity. These reports must be cross-referenced to invoices, providing a breakdown of all costs incurred during the period. The format of the reports will be agreed at the inception meeting.

Reporting: Annual Reports - Deliverable 2b

- The Contractor shall provide an annual report to the Authority on the first anniversary of the date that the contract is signed and then for each year thereafter until the end of the contract. An electronic copy of the annual report shall be provided in both Microsoft Word and pdf file formats.

Reporting: Final Report – Deliverable 2c

The Contractor shall provide a final report before the end of the contract. In addition to reporting against the number of advice calls / visits given per area, the following criteria must be reflected in the final report

- Herd sizes that participated
- Herd history types that participated (currently under restriction, not currently under restriction, have been under restriction within the last 2 years)
- Number of recommendations that were made in total
- Farmer's assessment of the Service. It is expected that 95% of participants will be satisfied or fully satisfied with advice. This success will be measured as receiving a score of three or more using a scale rated out of four, four being the highest. Supplier should provide a suggested scoring matrix based on the following:
 - For a score of 4: Excellent service providing comprehensive, relevant advice. (Fully satisfied)
 - For a score of 3: Acceptable Service with relevant advice. (Satisfied)
 - For a score of 2: Poor – Service and advice was partially relevant and/or poor.
 - For a score of 1: Unacceptable service that failed to meet customer's needs.
- Estimated cost to implement recommendations.
- Actual cost to farmer of implementing recommendations.
- Whether certain types of recommended actions were not carried out more often than others, and why.
- Whether the target of 75% of recommended actions being implemented by participants within six months of receipt of an action plan was met

Progress meetings – Deliverable 2d

The Contractor will be required to attend face to face quarterly meetings with the Authority throughout the life of the Contract; however it is possible that some of these may be held by video conference or similar. There will be a requirement for contact in addition to the quarterly meetings during the first six months of the Contract; however it is likely that these additional meetings can be conducted by telephone.

Gateway review – Deliverable 2e

A Gateway review will take place after 12 months after the Contract is signed. The Gateway review will review progress against the deliverables for the first 12 months (as per the Contractor's Response), as well as risks and how they are being addressed. Satisfactory performance must be demonstrated in order for the Contract to continue.

Table 1: Key Reporting Deliverables and Timescales

Work package	Deliverables/outputs	Deliverable Number	Frequency	Timescales	Recipient
1	Delivery of Advice and Advice reports to participants	1a, 1b	N/a	Three years from contract start date	Participants
1	Final reporting	1c	Once	Maximum of six months after delivery of 5a, 5b	The Authority
2	Short progress reports to be included on the claim form and accompanied by an invoice. See Annex 2	2a	With each claim	With each claim	The Authority
2	Quarterly Reports - format to be confirmed at inception meeting but to include progress against Delivery Plan, slippage and risk.	2a	Quarterly	To commence three months after delivery commences and on a quarterly basis thereafter	The Authority
2	Annual Reports	2b	Once a year	The first report must be received no later than the anniversary of the date that the contract is signed and then annually thereafter	The Authority
2	Final Report	2c	Once	Draft report no later than 2 months before end of Contract. Final version by 2 weeks before end of Contract	The Authority
	Start of contract delivery		Once	Not more than three months after contract signed	
N/a	Completion of Contract	N/a	Once	3.5 years after start of contract delivery	N/a
2	Gateway Review	2e	One off unless targets are not met.	12 months after Contract start	The Authority
2	Progress Meetings	2d	Quarterly	To commence three months after delivery commences and on a quarterly basis thereafter	The Authority

- The Contractor must use quality management systems to assure the quality of their own work and the work of any sub-contractors or other delivery partners.

- The Contractor will be responsible for the project management, co-ordination and reporting requirements as specified in this tender and for ensuring that delivery is compliant with the regulatory requirements.
- The Contractor will validate all data prior to submitting it to the Authority.
- The Contractor is to maintain a full audit trail including (but not limited to) keeping the following: accounts and records of all quotations and invoices received from sub-contractors, suppliers, etc.
- The Contractor shall accept audit of the Service by the Authority, RPA, European Commission, European Court of Auditors and the National Audit Office or any organisation mandated by any of these bodies. These audits may be conducted on a regular basis with the following aims:
 - to review and verify information available in records developed through the monitoring programme; and
 - to identify specific issues of non-compliance and to give recommendations to meet them.

The Contractor should be aware that submitting any invoice containing ineligible expenditure will result in a financial charge to the Contractor and a corresponding reduction in the amount paid in accordance with Article 63 of Regulation (EU) No.809/2014. The claim payment will be calculated on the basis of what is found to be eligible within the claim. In the event of an irregularity in the claim, which is not deemed to be an obvious error on the Contractor's part, the RPA will have the right to make a deduction from the sum due to the Contractor and to remove the ineligible expenditure from the claim.

7. Programme of Work and Milestones

Tenderers are invited to propose a work programme which meets the above objectives, requirements and timetable; this will become the Delivery Plan and form part of the Contract. Tenders should include a time schedule for the work that identifies the main stages, tasks and key milestones – these will then be used to monitor progress. Any changes to the work programme must be approved by the Authority in writing prior to implementation.

8. Performance Management Framework (PMF) (Including Service Levels and Key Performance Indicators)

8.1 The following will be included as a Schedule to the Authority's Conditions of Contract at the point of signature;

- the Contractor's approved Project Delivery Output Matrix (Appendix H), Delivery Plan, and the Detailed Gantt Chart required for Evaluation Question E01 Project Management.

8.2 As part of the Authority's continuous drive to improve the performance of all contractors, this PMF will be used to monitor, measure and control all aspects of the Contractor's performance of contract responsibilities.

8.3 The PMF's purpose is to set out the obligations on the Contractor, to outline how the Contractor's performance will be evaluated and to detail the sanctions for performance failure.

8.4 The Authority may define any reasonable performance management indicators for the Contractor under the following categories:

1. Contract Management
2. Delivery and support
3. Quality of Service
4. Continuous Improvement

8.5 The above categories are consistent within all contract awards allowing the Authority to monitor contractor performance at both individual contract level and at enterprise level with the individual contractor.

9 Management of the PMF

9.1 The Contractor shall produce a quarterly report, detailing performance against Key Performance Indicators (KPIs).

9.2 KPIs are essential in order to align the Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met. Failing to meet the KPIs would indicate that the Service is failing to deliver. As a result, recourse might be to terminate and seek alternative supply.

KPIs shall be monitored on a regular basis and shall form part of the contract performance review.

9.3 The Contractor shall maintain their own management reports, including a Risk and Issues Log.

9.4 Any performance issues highlighted in the Quarterly reports, or in progress reports accompanying claims, will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.

9.5 The Authority shall hold meetings with the Contractor to discuss and agree the conduct of the Contract.

SCHEDULE 2 – PRICING SCHEDULE

Table 1. Costs Summary

	Financial years (April – March)				
	17/18	18/19	19/20	20/21	Total
	£	£	£	£	£
Staff costs					
Consumables					
Equipment					
Travel expenses					
Overheads					
Sub contracts[1]					
Other					
Total costs					
VAT (FINANCIAL year)					

Table 2 Staff Day Rates

Staff Costs				Staff Time (days per FY)								
Task	Name	Role/Grade	Day Rates (£)	FY 17/18	FY 17/18	FY 18/19	Total 18/19	FY 19/20	Total 19/20	FY 20/21	Total 20/21	Total all FY
Project Director												
Project Manager												
Technical Director												
Technical Manager												
Deputy Project Manager												
Senior Administrator												

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 Annex [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

[insert commercially sensitive information as appropriate and if known the dates that the information will remain commercially sensitive]

- 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 OF CONFIDENTIALITY
Pricing Schedule	12 August 2017	5 years

**SCHEDULE 5 – NON – DISCLOSURE
AGREEMENT - Not Used**

SCHEDULE 6 –

THIRD PARTY SOFTWARE

CONTRACTOR SOFTWARE

For the purposes of this Schedule 6, “**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. The Contractor Software comprises the following items:

Software	Supplier (if Affiliate of the Contractor)	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

THIRD PARTY SOFTWARE

For the purposes of this Schedule 6, “**Third Party Software**” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software specified in this Schedule 6. The Third Party Software shall consist of the following items:

Third Party Software	Supplier	Purpose	No. of Licences	Restrictions	No. of copies	Other	To be deposited in escrow?

SCHEDULE 7 - SECURITY REQUIREMENTS, POLICY AND PLAN

INTERPRETATION AND DEFINITION

For the purposes of this Schedule 7, unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Breach of Security” means the occurrence of unauthorised access to or use of the Premises, , the Services, the Contractor System, or any ICT or data (including Authority Data) used by the Authority or the Contractor in connection with the Contract.

“Contractor Equipment” means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-Contractor (but not hired, leased or loaned from the Authority) for the provision of the Services;

“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 specified as such in Schedule 6.

“ICT” means Information Communications Technology and includes a diverse set of technological tools and resources used to communicate, and to create, disseminate, store and manage information, including computers, the Internet, broadcasting technologies (radio and television), and telephony.

“Protectively Marked” shall have the meaning as set out in the Security Policy Framework.

“Security Plan” means the Contractor’s security plan prepared pursuant to paragraph 3 an outline of which is set out in an Appendix to this Schedule 7.

“Software” means Specially Written Software, Contractor Software and Third Party Software.

“Specially Written Software” means any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Contract.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services including the software and which is specified as such in Schedule 6.

1. INTRODUCTION

This Schedule 7 covers:

- 1.1 principles of security for the Contractor System, derived from the Security Policy Framework, including principles of physical and information security;
- 1.2 wider aspects of security relating to the Services;
- 1.3 the creation of the Security Plan;
- 1.4 audit and testing of the Security Plan; and
- 1.5 breaches of security.

2. PRINCIPLES OF SECURITY

- 2.1 The Contractor acknowledges that the Authority places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Premises and the security for the Contractor System. The Contractor also acknowledges the confidentiality of Authority Data.
- 2.2 The Contractor shall be responsible for the security of the Contractor System and shall at all times provide a level of security which:
 - 2.2.1 is in accordance with Good Industry Practice and Law;
 - 2.2.2 complies with the Security Policy Framework; and
 - 2.2.3 meets any specific security threats to the Contractor System.
- 2.3 Without limiting paragraph 2.2, the Contractor shall at all times ensure that the level of security employed in the provision of the Services is appropriate to maintain the following at acceptable risk levels (to be defined by the Authority):
 - 2.3.1 loss of integrity of Authority Data;
 - 2.3.2 loss of confidentiality of Authority Data;
 - 2.3.3 unauthorised access to, use of, or interference with Authority Data by any person or organisation;
 - 2.3.4 unauthorised access to network elements, buildings, and tools used by the Contractor in the provision of the Services;
 - 2.3.5 use of the Contractor System or Services by any third party in order to gain unauthorised access to any computer resource or Authority Data; and
 - 2.3.6 loss of availability of Authority Data due to any failure or compromise of the Services.

3. SECURITY PLAN

- 3.1 The Contractor shall develop, implement and maintain a Security Plan to apply during the Contract Period (and after the end of the term as applicable) which will be approved by the Authority, tested, periodically updated and audited in accordance with this Schedule 7.
- 3.2 A draft Security Plan provided by the Contractor as part of its bid is set out herein.
- 3.3 Prior to the Commencement Date the Contractor will deliver to the Authority for Approval the final Security Plan which will be based on the draft Security Plan set out herein.
- 3.4 If the Security Plan is Approved by the Authority it will be adopted immediately. If the Security Plan is not Approved by the Authority the Contractor shall amend it within 10 Working Days of a notice of non-Approval from the Authority and re-submit to the Authority for Approval. The Parties will use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than 15 Working Days (or such other period as the Parties may agree in writing) from the date of its first submission to the Authority. No Approval to be given by the Authority pursuant to this paragraph 3.4 may be unreasonably withheld or delayed. However any failure to Approve the Security Plan on the grounds that it does not comply with the requirements set out in paragraphs 3.1 to 3.4 shall be deemed to be reasonable.

- 3.5 The Security Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with:
- 3.5.1 the provisions of this Schedule 7;
 - 3.5.2 the provisions of Schedule 1 relating to security;
 - 3.5.4 the data protection compliance guidance produced by the Authority;
 - 3.5.5 the minimum set of security measures and standards required where the system will be handling Protectively Marked or sensitive information, as determined by the Security Policy Framework;
 - 3.5.6 any other extant national information security requirements and guidance, as provided by the Authority's IT security officers; and
 - 3.5.7 appropriate ICT standards for technical countermeasures which are included in the Contractor System.
- 3.6 The references to Quality Standards, guidance and policies set out in this Schedule shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such Quality Standards, guidance and policies, from time to time.
- 3.7 If there is any inconsistency in the provisions of the above standards, guidance and policies, the Contractor should notify the Authorised Representative of such inconsistency immediately upon becoming aware of the same, and the Authorised Representative shall, as soon as practicable, advise the Contractor which provision the Contractor shall be required to comply with.
- 3.8 The Security Plan will be structured in accordance with ISO/IEC27002 and ISO/IEC27001 or other equivalent policy or procedure, cross-referencing if necessary to other schedules of the Contract which cover specific areas included within that standard.
- 3.9 The Security Plan shall not reference any other documents which are not either in the possession of the Authority or otherwise specified in this Schedule 7.

4. AMENDMENT AND REVISION

- 4.1 The Security Plan will be fully reviewed and updated by the Contractor annually or from time to time to reflect:
- 4.1.1 emerging changes in Good Industry Practice;
 - 4.1.2 any change or proposed change to the Contractor System, the Services and/or associated processes;
 - 4.1.3 any new perceived or changed threats to the Contractor System;
 - 4.1.4 changes to security policies introduced Government-wide or by the Authority; and/or
 - 4.1.5 a reasonable request by the Authority.

- 4.2 The Contractor will provide the Authority with the results of such reviews as soon as reasonably practicable after their completion and amend the Security Plan at no additional cost to the Authority.
- 4.3 Any change or amendment which the Contractor proposes to make to the Security Plan (as a result of an Authority request or change to Schedule 1 or otherwise) shall be subject to a CCN and shall not be implemented until Approved.

5. AUDIT AND TESTING

- 5.1 The Contractor shall conduct tests of the processes and countermeasures contained in the Security Plan ("**Security Tests**") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests shall be subject to Approval.
- 5.2 The Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Contractor shall provide the Authority with the results of such tests (in an Approved form) as soon as practicable after completion of each Security Test.
- 5.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to the Contract, the Authority shall be entitled at any time and without giving notice to the Contractor to carry out such tests (including penetration tests) as it may deem necessary in relation to the Security Plan and the Contractor's compliance with and implementation of the Security Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests shall be designed and implemented so as to minimise the impact on the delivery of the Services.
- 5.4 Where any Security Test carried out pursuant to paragraphs 5.2 or 5.3 reveals any actual or potential security failure or weaknesses, the Contractor shall promptly notify the Authority of any changes to the Security Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to Approval in accordance with paragraph 4.3, the Contractor shall implement such changes to the Security Plan in accordance with the timetable agreed with the Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the Security Plan to address a non-compliance with the Security Policy Framework or security requirements, the change to the Security Plan shall be at no additional cost to the Authority. For the purposes of this paragraph, a weakness means a vulnerability in security and a potential security failure means a possible breach of the Security Plan or security requirements.

6. BREACH OF SECURITY

- 6.1 Either Party shall notify the other immediately upon becoming aware of any Breach of Security including, but not limited to an actual, potential or attempted breach, or threat to, the Security Plan.
- 6.2 Upon becoming aware of any of the circumstances referred to in paragraph 6.1, the Contractor shall immediately take all reasonable steps necessary to:
- 6.2.1 remedy such breach or protect the Contractor System against any such potential or attempted breach or threat; and
 - 6.2.2 prevent an equivalent breach in the future.
- 6.3 Such steps shall include any action or changes reasonably required by the Authority. If such action is taken in response to a breach that is determined by the Authority acting

reasonably not to be covered by the obligations of the Contractor under the Contract, then the Contractor shall be entitled to refer the matter to the CCN procedure set out in Schedule 3.

- 6.4 The Contractor shall as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as may be specified by the Authority from time to time) of such actual, potential or attempted breach and of the steps taken in respect thereof.

APPENDIX 1- OUTLINE SECURITY PLAN

APPENDIX 2 - SECURITY POLICY: SECURITY POLICY FRAMEWORK

A copy of the Security Policy Framework may be found at:

<https://www.gov.uk/government/publications/security-policy-framework>

[REDACTED]

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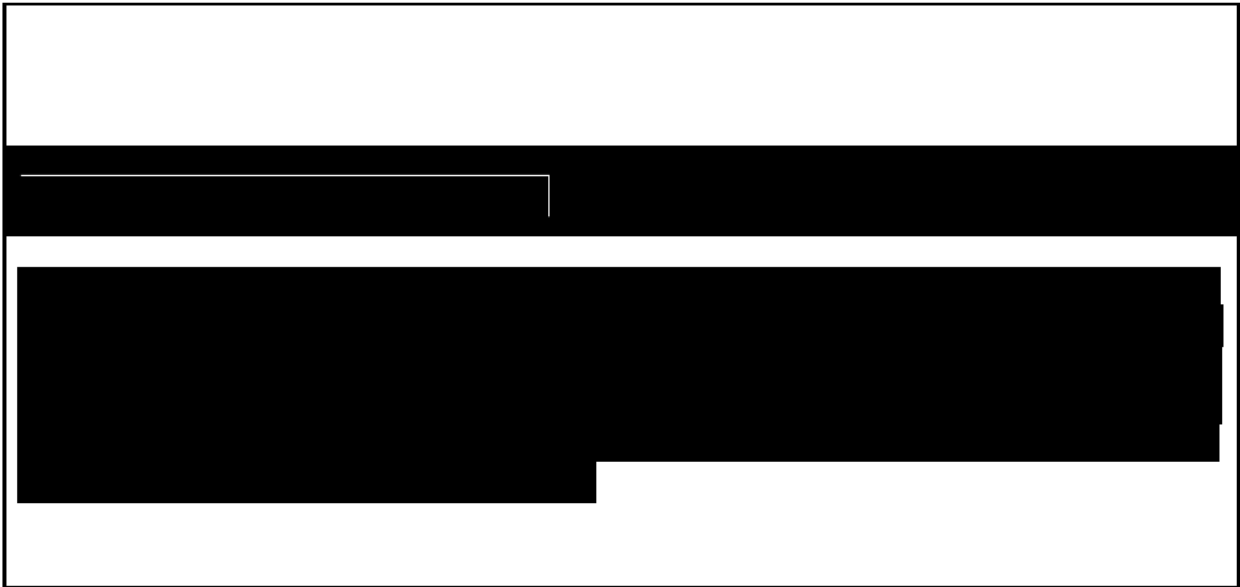
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SCHEDULE 9 – PRIVACY NOTICE

Bovine TB (bTB) Advisory Service

PRIVACY NOTICE

To meet the requirements of the Data Protection Act 1998, the Rural Payments Agency (the RPA) has issued a copy of this privacy notice via its Contractor to all participants in the Bovine Tuberculosis Advisory Service (the Service). This notice summarises the kind of information about you that will be stored and used if you decide to receive advice from the Service. The RPA is an executive agency of the Department for Environment, Food & Rural Affairs.

In this notice:

The High Risk Area is the area covering the South West, the West Midlands and East Sussex where a relatively high proportion of herds are affected by bovine tuberculosis.

Edge Areas are those parts of England with a low incidence of bovine tuberculosis and no recognised significant reservoir of the disease in wildlife.

ABOUT THE SERVICE

The 2014-20 Rural Development Programme for England (RDPE) provides funding for projects to improve agriculture, the environment and rural life. Funding goes to schemes that will improve the environment; increase the productivity of farming and forestry; and grow the rural economy.

You have chosen to take part in the Service, which is a part of Countryside Productivity (CP). CP is a £141 million RDPE Scheme aimed at increasing the productivity of farming and forestry in England. The Service aims to achieve productivity gains to the English cattle herd by reducing the incidence and impact of bTB herd breakdowns in England.

You have been chosen to receive advice from the Service based on the location of your herd (being based in either the High Risk or Edge Areas), and whether you've received advice funded by the RDPE since 1 January 2014.

In order for you to participate in the Service, the RPA must obtain and process certain data about you and your business, including personal data. The RPA needs to obtain and process this data so that the Service can achieve its aims and you can receive and make best use of the advice offered to you.

Personal data is information about you from which you may be identified and may include:

- Your contact details (such as your name, address, email address etc.);
- Details of your business (such as your company name (if you have one) and your registered business address);
- Your herd numbers (using ear tag numbers, for example);
- Details of the disease status of your livestock.

APHA and the RPA do not anticipate that it will need to collect sensitive personal data from you as part of your participation in the Service (e.g. data which relates to ethnic origin,

physical or mental health, religious beliefs, trade union membership or any criminal offences or proceedings).

HOW WE WILL USE YOUR DATA AND WHY

During the course of delivering the Service the RPA will process data about:

- you;
- your business; and
- the disease status of your stock

Your data will be processed by a contractor appointed by the RPA and will be shared with and processed by third parties (including, Defra, APHA (the Animal and Plant Health Agency) and the European Commission) who will use the data to monitor the Service and may use it to assess the success of the Service after it is finished. If the RPA shares your data with APHA, your data will be anonymised before it is shared, and APHA will use it to inform their work to safeguard animal health for the benefit of people, the economy and the environment.

The RPA may share some of your data other third parties who may also contact you in the future to assess the success of the Service.

You may withdraw your consent to the processing of your data at any time. Please note that if you withdraw your consent you will not be able to receive advice from the Service because we are required by law to process participant data to monitor, evaluate and carry out any activity funded under the RDPE.

OUR DATA PROTECTION COMMITMENTS

- the RPA recognises the need to treat your personal data in an appropriate and lawful manner and in accordance with the Data Protection Act 1998.
- The RPA will ensure that the personal data we store about you is accurate and up to date. Please notify us if your personal details change or if you become aware of any inaccuracies in the data (including the personal data) we have collected. Please inform the RPA in writing addressed to: Information Rights Team, Rural Payments Agency, PO Box 69, Reading RG1 3YD.
- You can ask to see the data we hold about you. This is called a “subject access request”. Each subject access request you make costs £10. If you would like to make a subject access request you may do so at any time. Please send your written request together with a cheque made payable to “RPA” to: Information Rights Team, Rural Payments Agency, PO Box 69, Reading RG1 3YD.
- The RPA will not charge for the amending of any inaccuracies that you identify in the information we hold about you.
- Your data (including your personal data) will only be kept while it is needed to ensure delivery of the Service and the monitoring of its outcomes. This means that your data will be destroyed or erased when it is no longer required for those purposes.
- Your data will not be disclosed to third parties without your consent unless Defra is satisfied that the third party is legally entitled to the data.

By signing this form, you are consenting to the RPA processing your data in the manner set out in this Privacy Notice.

Signed

Name (Please Print)

Date.....

SCHEDULE 10 – KEY PERFORMANCE INDICATORS (KPIs)

Metric	KPI	What is required to make this measurable	KPI Measurement	KPI Rating (1-3) scale		
				1	2	3
Contract Management	KPI 1 – Valid invoices to agreed timescales Deliverable - 2a	Valid invoices are produced to the timescales and quality as outlined in the deliverables. Each invoice is accompanied by a short progress report.	<p>Valid invoices delivered on time; quote correct PO, contract number, the Authority Contact, and qualitative description of the work being done.</p> <p>Valid claims equating to at least 30% of the total Contract value are submitted by 31st October 2018.</p> <p>A maximum of 16 claims are made.</p>	Below expectations	NA	Meets Expectations
Contract Management	KPI 2 – Annual Risk Assessment	High quality, detailed and up to date project risk assessments in place.	Initial submission 1 month from commencement and kept up to date throughout the project. Evidence should be provided that risks are pro-actively managed.	Below expectations	NA	Meets expectations

Contract Management	<p>KPI 3 – Performance against table of quarterly outputs</p> <p>Deliverable - 2a, 2d</p>	Quarterly progress reports	<p>Actual performance compared against the Delivery Plan.</p> <p>Performance management reports should minimise burden on the Authority.</p> <p>Quarterly progress reports should be clearly and explicitly linked to invoices to help financial tracking.</p> <p>Quarterly report to include performance against all Key Performance Indicators (KPIs).</p>	Below expectations	NA	Meets expectations
Delivery and support	<p>KPI 4 – Annual reports</p> <p>Deliverable - 2b</p>	High quality annual reports delivered on time.	<p>The first report must be received no later than the anniversary of the date that the contract is signed and then annually thereafter.</p> <p>Reports are delivered on time and need little input/correction from the Authority in order to finalise for publication.</p>	Below expectations	NA	Meets expectations
Delivery and support	<p>KPI 5 – Health and Safety and Biosecurity (Deliverable)</p>	Health and safety reporting, dissemination, certification and training.	H&S issues including biosecurity issues communicated in a timely fashion. Statistics are reported in a timely fashion and all training and certifications are maintained.	Below expectations	NA	Meets expectations
Quality of service	KPI 6– Data capture and delivery	Data capture and delivery in line with requirements of Annex 3.	Data capture meets requirements stated in ITT	<95%	95%	>95%

Quality of service	KPI 7– QA/QC Compliance	Robust QA/QC procedures are implemented and maintained throughout delivery.	QA/QC activities should be reported to the Authority in meeting all aspects of the contract in line with the requirements of the specification. Evidence is provided that they are carried out throughout delivery whilst minimising burden to the Authority, are regularly reviewed and amendments implemented.	Below expectations	Meets	Exceeds expectations
Quality of service	KPI 8 - 95% of participants satisfied or fully satisfied with advice (receive a score of 3 or more using a scale of 1-4 where 4 is high) Deliverables – 1a, 1b	Contractor to put system in place to capture participant satisfaction / feedback	Fully completed, signed participant evaluations collected and retained in a format to be agreed with the Authority	<95%	95%	>95%

Quality of service	KPI 9 - Collection of data regarding implementation of recommended actions by participants who have received a visit and action plan	Contractor to contact each farmer participant no later than 6 months after the visit to obtain an update on progress i.e. have actions been carried out, if not why not? (The target is that 75% of recommended actions will be completed within 6 months of receipt of the action plan.)	95% of farmers should have been contacted no later than 6 months after the initial visit. Analysis and conclusions to be included the Final Report	<75%	75%	>75%
Continuous improvement	KPI 10 – Actioned feedback (Deliverables: All)	The Contractor actions feedback in a pro-active and timely manner. Measurement to be defined in the Contractor's Remediation Plans	Feedback is actioned in a timely manner with noticeable improvements in delivery (including KPIs) and in accordance with the Contractor's Remediation Plan.	Below expectations	NA	Exceeds expectations
Continuous Improvement	KPI 11 – Continuous Improvements and added value (Deliverables: All)	Contractor submits quarterly reports on recommendations for Service improvements to improve Quality and add value.	Reports are delivered on time and contain suggestions which may or may not be accepted by the Authority which will lead to improved quality and added value to the Service offered by the Contractor	None submitted or recommendations are below expectations	NA	Recommendations submitted and exceed expectations