

TERMS AND CONDITIONS

FOR THE COLLECTION AND UTILISATION OF GLOBAL FARM METRIC RESEARCH TOOL DATA WITHIN THE SUSTAINABLE FOOD TRUST AND NATWEST GROUP PILOT

THE SUSTAINABLE FOOD TRUST, a registered charity in England and Wales (charity no. 1148645) and a limited company under Companies House registration number 7577102 with a registered office at 38 Richmond Street, Totterdown, Bristol, BS3 4TQ ("**SFT**"); and

NATIONAL WESTMINSTER BANK PLC, a member of the NWG (as defined below), incorporated in England (Company number 00929027) and having its registered office at 250 Bishopsgate, London EC2M 4AA ("**NWB**").

Background

SFT, NWB and other members of the NWG are gathering data from farms and co-operating with each other to develop the Global Farm Metric Research Tool as part of a pilot scheme which will commence on 1st January 2022 and end on 31st March 2022 ("**Pilot**").

During the course of this Pilot, NWB and/or members of the NWG (the "**Receiving Party**") may have access to, or have disclosed to it/them, confidential information relating to SFT and/or farms which participate in the Pilot (the "**Disclosing Party**").

These terms and conditions ("**Terms**") set out the terms upon which any confidential information will be disclosed and treated. These Terms will also set out type of data which will be handled and how it will be managed.

Definitions

In these Terms, the expressions which follow are given these meanings unless the context in which they are used requires a different meaning:

Anonymised: Anonymisation is a data processing technique that removes or modifies personally identifiable information; it results in anonymised data that cannot be associated with any one individual;

Confidential Information includes but is not limited to:

Any information relating to the trading position, business, products, services, affairs and finances of the Farms or Farms including (but not limited to) marketing information and plans, natural persons, activities, market opportunities, product lists, the Farms' financial information, results and forecasts, manpower or expansion plans, the remuneration and benefits paid to the Farms' consultants and officers, lists of suppliers, agents, consultants, distributors, clients or customers and their needs and requirements, the terms of business with them and the fees and commissions charged to or by them, information relating to prospects and tenders contemplated, offered or undertaken by the Farms and any other matters connected with the products or services manufactured, marketed, provided or obtained by the Farms;

Technical data and know-how relating to the business of the Farms or any of its suppliers, agents, consultants, distributors, clients or customers including (but not limited to) product designs and specifications, product lists, ideas, inventions, drawings and plans, research and development, manufacturing processes, techniques, formulae, trade secrets, computer systems and software, costs, margins, prices, production and business methods, business plans and forecasts and any other technical matters connected with the products or services manufactured, marketed, provided or obtained by the Farms;

Any incident or investigation relating to the Farms' operations or business, or confidential reports or research commissioned by or provided to the Farms; and

Any document or item marked as confidential or which you tell us is confidential and any information which is given to the Farms in confidence by suppliers, agents, consultants, distributors, clients, customers, or other persons;

Data Controller has the meaning given to it in Data Protection Law;

Data Protection Law: means all applicable data protection and privacy legislation in force from time to time including the General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications Directive 2002/58/EC as amended, all applicable national implementing legislation including the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 as amended, and any amendments and replacement legislation, binding decisions and guidance;

Farms: means farms including participant Farms if there is more than one farm in the participant group which submit data to SFT, NWB and/or members of the NWG in relation to the Pilot.

NWG: means NatWest Group plc and each of its subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006) from time to time; In these Terms companies within the NWG are called "**members**" of the NWG;

Personal Data has the meaning given to it in Data Protection Law.

Processing has the meaning given to it in Data Protection Law, and "**Process**" will be construed accordingly.

1. Data in scope

By taking part in the Pilot, Farms will be asked to provide the following information and details relating to farming assets:

- Name and contact details;
- Cropping areas and livestock numbers;
- Productivity metrics such as sales volumes and prices, income and costs;
- Soil management practices;
- Water management practices including irrigation, flooding and quality measures;
- Energy and resource use including fuel use and waste management;
- Nutrient Management;
- Livestock management including grazing, housing, feeding and animal health;
- Plant and crop health;
- Biodiversity;
- Social capital such as community engagement and public access; and
- Human capital including employment, workforce skills, health, and wellbeing.

This information will be deemed Confidential Information and as a result SFT, NWG and/or any members of the NWG which are in receipt of the Confidential Information agree to keep this information confidential in accordance with the terms of this agreement and only use the data provided as outlined in Schedule 1.

2. Obligation of confidentiality

The SFT and NWB agree to treat as confidential all information supplied by or on behalf of the Farms in connection with the Farms' business and all other confidential aspects of the business as defined in 'Confidential Information' above.

These Terms will only apply to Confidential Information which the Receiving Party receives by 31st March 2022.

3. Exclusions

3.1 This obligation of confidentiality does not apply to any information a Receiving Party is clearly able to demonstrate by documentary or other evidence was: received from a third party who was legally free at the time of disclosure to disclose it; or

- Any information already in the public domain, otherwise than as a result of direct or indirect disclosure by either party in breach of the terms of these Terms;
- was received by the Receiving Party from a third party unless the Receiving Party knew that the third party was under an obligation of confidentiality to the Disclosing Party in relation to the information;
- was developed independently without access to, or use or knowledge of, the Confidential Information; and
- was disclosed with the prior written consent of the Disclosing Party.

3.2 Clause 2 does not prohibit disclosure of Confidential Information to:

- the Receiving Party's directors, employees, contractors and/or group companies (including in the case of NWB being the Receiving Party, to a member of the NWG) who need to know it for the Pilot provided that they use it solely for the Pilot;
- the Receiving Party's auditors and professional advisors who need to know it; or
- HM Revenue & Customs and any other person having a statutory or regulatory right to request and receive that Confidential Information provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party such notice (prior notice where reasonably practicable) as is reasonable in the circumstances of such disclosure; or
- report misconduct to a regulatory body.

3.3 Each party will ensure that any person mentioned in Clause 3.2 to whom it has voluntarily disclosed Confidential Information of the other party is made aware, prior to the disclosure of that Confidential Information, that it is confidential and that such person and the Receiving Party owe a duty to the Disclosing Party to keep it confidential. The Receiving Party shall be responsible for procuring that such person complies with the duty of confidentiality and use imposed by these Terms as if they were a party to it and will be responsible for any unauthorised disclosure or use by such person of the Confidential Information pursuant to these Terms. For the avoidance of doubt, this Clause 3.3 does not apply to disclosures by a party to persons mentioned in Clause 3.2 which that party has been compelled by law or regulatory requirement to make.

4. Confidentiality Measures

- a. The Receiving Party will only make such copies of the Disclosing Party's Confidential Information as are reasonably necessary for the Pilot or for the purposes of, and for so long as required by, any law or regulatory requirement, judicial or administrative process, or the legitimate internal compliance procedures of the Receiving Party.
- b. The Receiving Party shall arrange for the proper and secure storage of the Disclosing Party's Confidential Information and any and all reports, notes or other material prepared by or for the Receiving Party which include the Disclosing Party's Confidential Information (whether in whole or in part).
- c. Other than as expressly permitted under these Terms, on termination or expiry of these Terms for whatever reason, each party shall forthwith cease to use all Confidential Information of the other and shall return on demand, or at the request of the other, destroy or permanently erase that Confidential Information and all copies thereof in its possession or control, save that either party will be permitted to retain one copy of that Confidential Information for the purposes of and for so long as required by any law or regulatory requirement, judicial or administrative process, or its legitimate internal compliance procedures. Any obligation to destroy or permanently erase Confidential Information shall not be applicable to Confidential Information that forms part of an electronic back-up system which is not immediately retrievable as part of day-to-day business.

Schedule 1

SFT and members of the NWG will comply with the following operating standards when processing data on behalf the Farms. For the purposes of this Pilot, SFT, NWB and/or members of the NWG will be joint Data Controllers and will comply with all obligations as Data Controller under Data Protection Law.

1. Data usage:

- a) The data will not be used for any purpose other than for the following activity:
- i. Non-anonymised farm feedback and activity data will be used for no longer than 12 months following the end of the Pilot by:
 1. SFT to inform the research and development of an international framework and a tool for monitoring sustainability impacts;
 2. NWB and/or members of the NWG to develop emissions models to better understand NWG's impact and how to support Farms in their transition to more sustainable practices – the data will not be used beyond this and will not affect any finance arrangements Farms have with NWB and/or members of the NWG;
 - ii. Anonymised farm data will be retained for use after the end of the Pilot by:
 1. SFT for the creation of benchmarking data sets to allow for comparison and insights;
 2. NWB and/or members of the NWG to inform future climate strategy including but not limited to the development of generic and tailored actions a Farm could take to improve sustainability, setting of targets and development of products and services to facilitate the transition of Farms to more sustainable practices.
- b) No material will be published in such a way that data or information relating to any particular land, business or person can be inferred from it, unless the data user is required to disclose that information pursuant to a statutory, legal or parliamentary obligation.
- c) Any unlawful disclosure of information could be a criminal offence or a breach of statutory confidentiality obligations and any person committing such offence is liable to prosecution.

Disclosure would include, but is not limited to:

- i. Statistical data or tables which show information relating to fewer than three individuals, Farm holdings or businesses, or tables from which such information can be deduced.
- ii. Narrative statements which include information about an individual, Farm holding or business whether directly identifiable or not.
- iii. Maps and graphic information for publication must not allow identification of any single Farm holding, or information relating to a single holding or to small groups of less than three (3) holdings. Where information from different data sources is brought together, increased risks of identification of individual holdings must be properly managed and mitigated.
- iv. Any other information not in the public domain and obtained as part of the work obtained from the Farms or associated Farms.

2. Data access:

- a) Access to data will be limited to those persons requiring such access for the purposes specified in 'Data Usage'
- b) A secured data handling arrangement is in place and must be followed. SFT will receive the data directly from the trial participants as Excel and/or .json files via email. The data will be held internally on secure systems in encrypted folders that are password protected. Password(s) for accessing

individual folders will be kept in a separate location in a password protected folder held by the SFT admin lead.

- c) SFT shall keep and updated list of those personnel who have been permitted access to the provided data and records of access including timestamped.
- d) If the data is transferred to SFT contractors who do not have access to internal systems, the files will be sent via encrypted email. The password will be sent via a different method e.g. text. As soon as the data has been used for the purposes specified in 'data usage' the contractor will destroy the file through secure destruction, overwriting, ICT erasure or degaussing for re-use.

The data will be stored in encrypted password protected files transferred to NWB and/or members of the NWG via the secure file sharing system IntraLinks and held internally on secure bank systems.

3. Data handling:

- a) The parties will comply with Data Protection Law which requires that Personal Data will be kept secure. Compliance shall include, as a minimum, the following:
 - i. ensuring the reliability of those entrusted to use the data;
 - ii. all information requests from third parties or data incidents reported to the other parties immediately upon becoming aware;
 - iii. having a level of security which protects against unauthorised or unlawful use, accidental loss, destruction, or damage of the information, in accordance with schedule 1;
 - iv. the guaranteeing of organisational and security measures governing the use of the information; and
 - v. the self-certification of compliance to these Terms and compliance to the standards outlined in these Terms on an annual basis if the Pilot is still live.
- b) In the event of any unauthorized access or theft of personal data, the SFT will immediately notify NWB and/or members of the NWG and perform all actions as SFT considers reasonably necessary to remedy or mitigate the effects of the data breach. The parties will coordinate and cooperate in good faith on developing the content of any related public statements or any required notices, including a statement to notify the farmers. This statement will be directly mailed to the farmers by the SFT.

4. Data transmission:

- a) Farm level data sent electronically must be encrypted and password protected at all times. Passwords must be communicated via a different method to that used for the data (e.g., if email then phone call or text).
- b) If data must be sent on a CD or memory stick, it should be encrypted and must at least be password protected. Data must be dispatched by Royal Mail Special Delivery Service. Passwords must be sent separately by a different method to that used for the data after receipt of the data is confirmed.

5. Data Storage:

- a) Anonymised individual Farm datasets will be stored as encrypted password protected files within a project folder held on SFT's Microsoft OneDrive.
- b) Electronic systems and hard copies of non-anonymised data will be stored in a secure building and/or a locked cabinet and destroyed within 12 months of the end of the Pilot. Anonymised data will be retained after the end of the Pilot to form part of a benchmarking dataset for future farms utilising the Global Farm Metric Tool and for emissions modelling.

- c) When data is held on Personal Computers / Laptops on secure premises, password policies must be in place that ensure only those requiring such access for the purposes specified in section 1 can access the data.
- d) All access to stand-alone machines must be protected by username and password.
- e) SFT must avoid transferring data onto removable media (including laptops, removable discs, memory sticks, etc). If the data is to be used outside the organisation's secure premises all media must be fully encrypted.
- f) NWB and/or members of the NWG will hold data internally on secure bank systems.

6. Data destruction:

- a) Destruction of all individual non-anonymised farm-level data within 12 months of the end of the Pilot. Anonymised data part of a benchmarking dataset for future farms utilising the Global Farm Metric Tool and for emissions modelling.
- b) Paper records containing protected personal and other sensitive data should be disposed in secure sacks and destroyed by incineration, pulping, or shredding so that reconstruction is unlikely.
- c) Disposal of electronic media that have been used for protected personal and other sensitive data is through secure destruction, overwriting, ICT erasure or degaussing for re-use.
- d) Members of the NWG will retain the data in line with existing customer data retention periods

7. Use of software and data:

- a) The Global Farm Metric research tool (the software) will be used to collect farm-level data. The software was developed by the team at SFT and is provided under the terms of a Creative Commons Attribution-Non-commercial 4.0 International (CC BY-NC 4.0) license agreement.
- b) The software may be used for commercial purposes by any recipient at its own risk. No direct charge for use/access of/to the software will be made in any circumstance.
- c) The software is provided at no cost.
- d) The recipient agrees to acknowledge the source of the software in any publications reporting the use of it as specified under the terms of the CC BY-NC 4.0 license.
- e) Responsibility for the re-use of the individual farm level data rests with the user. No liability shall lie with SFT or members of the NWG in respect of any use of the software, its operation, or its results.