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██████████  
Cardiff University Otter Project  
Organisms and Environment Division  
Cardiff University School of Biosciences  
Sir Martin Evans Building  
Museum Avenue  
Cardiff  
CF10 3AX

**Our ref:** 35706  
**Date:** 24 May 2022

██████████  
**Ref: 35706 - Infrastructure to Support the Coverage of Otters under the H4 indicator**

I am pleased to inform you that the Environment Agency (EA) hereby accepts your proposal in respect of the above Contract. The Contract shall be carried out in accordance with:

- This Contract Award Letter, Conditions of Contract, Appendix and Specification
- Your proposal titled "Cardiff University Otter Project: Proposal for support of management costs" and available in the "Attachments" area of the Contract record on Defra's eSourcing system.

The Contract is awarded effective from 01<sup>st</sup> April 2022 and ending 31<sup>st</sup> March 2023. The Contract may be extended up to the 31<sup>st</sup> March 2025.

Within ten (10) Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice to:

SSCL  
Environment Agency  
PO BOX 797  
Newport  
Gwent  
NP10 8FZ

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

[REDACTED]

The Contract will be governed by the accompanying EA Terms and Conditions for Goods as detailed in Annex one (1).

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.

Acceptance of the offer comprised in this Contract must be made within seven (7) days from the date of this Award Letter and the Contract is formed on the date on which the Contractor communicates acceptance on the Agency's electronic contract management system ("Bravo").

No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

[REDACTED]

[REDACTED]

[REDACTED]



Environment  
Agency

## Annex 1

# Conditions of Contract – Goods

Ref: 35706

Title: Infrastructure to Support the Coverage of  
Otters under the H4 indicator

May 2022

## Conditions of Contract - Services

Ref: 35706

Title: Infrastructure to Support the Coverage of Otters under the H4 indicator

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## 1. DEFINITIONS

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

1.1.1. Agency

The Environment Agency, its successors and assigns.

1.1.2. Agency Property

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

1.1.3. The Appendix

The Appendix to these Conditions.

1.1.4. Background Rights

All Intellectual Property Rights owned or used by the Contractor, whether under licence or otherwise, which it introduces for the purpose of carrying out the Services or any activities under the terms of this Contract.

1.1.5. The Contract

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

1.1.6. The Contractor

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

1.1.7. Contract Period

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

1.1.8. Contractor Personnel

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

1.1.9. Contract Price

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

1.1.10. Contract Supervisor

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

1.1.11. Contracting Authority

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

1.1.12. Data Protection Legislation

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

1.1.13. Data Protection Schedule

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

1.1.14. Foreground Rights

All Intellectual Property Rights in the Results.

1.1.15. Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, business service and trade marks and names, designs, registered designs and design rights whether or not registered or capable of registration and the right to apply for and any applications for any of the foregoing, copyrights, database rights, domain names, together with the rights in inventions, methods, processes, drawings, documents, methodologies, utility models semi-conductor chip topography, software, databases, know-how, trade or business secrets and other industrial property, and in each case whether protectable or not and, if protectable, whether an application has been made for protection or not, and all similar industrial, commercial, monopoly or other similar right or asset capable of protection whether present or future, vested or contingent, and wherever protected.

1.1.16. Law

Means any applicable law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply

1.1.17. Notice

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

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

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

1.1.18. Results

All things produced, arising from and developed or created by on behalf of one the parties in carrying out the Services or any other activities under the terms of this Contract, including but not limited to papers, publications, maps, plans, sketches, drawings, diagrams, organograms, flowcharts, worksheets, presentations, videos, photographs, tapes, CDs, DVDs, datasets, databases, statistical data, experimental data, field data, analysis of results, published and unpublished results and reports, inventions, designs, know-how, computer hardware and software, computer code, computer programs, training manuals and other material, user documentation, progress reports and audit reports, and any other records documentation, data and information whatsoever (and in whatever media).

1.1.19. Permission

Express permission given in writing before the act being permitted.

1.1.20. Services

All Services detailed in the Specification including any additions or substitutions as may be reasonably agreed in writing between the Contractor and the Agency

1.1.21. Regulations

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

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

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

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

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



## **2. H4 CHEMICALS INDICATOR PROJECT**

- 2.1. The Services will be carried out by the Contractor as part of the H4 Chemicals Indicator Project ("Project"). There is a Collaborative Agreement between the Contractor, the Agency, and various other parties who are also collaborating on the H4 Chemicals Indicator Project (the "Collaborative Agreement"). To the extent that the terms of the Contract and the Collaborative Agreement conflict, the terms of the Contract shall prevail. The Contractor and the Agency will nevertheless use reasonable endeavours to abide by the obligations and commitments that it agrees to under the Collaborative Agreement, in addition to the terms of this Contract.

## **3. PRECEDENCE**

- 3.1 To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:
- i. Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
  - ii. Specification;
  - iii. Pricing Schedule;
  - iv. Drawings, maps or other diagrams.

## **4. CONTRACT SUPERVISOR**

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

## **5. THE SERVICES**

- 5.1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.
- 5.2. The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and

experienced. In the case of students involved in the Project, they should be appropriately skilled and supervised.

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

## **6. ASSIGNMENT**

- 6.1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.
- 6.2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.
- 6.3. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract

## **7. CONTRACT PERIOD**

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

## **8. PROPERTY**

- 8.1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.
- 8.2. The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.
- 8.3. On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.

## **9. MATERIALS**

- 9.1. The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.
- 9.2. The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

## **10. SECURITY**

- 10.1. The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.
- 10.2. This Condition shall not prejudice the Agency's rights under Condition 15.

## **11. VARIATIONS**

- 11.1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.
- 11.2. The value of any such variation, other than any variation arising out of Condition 11.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.
- 11.3. Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.
- 11.4. The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

- 11.5. No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English and Welsh Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.
- 11.6. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 11.6.1 any Contracting Authority; or
  - 11.6.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or
  - 11.6.3 any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
- 11.7 Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

## **12 EXTENSIONS OF TIME**

- 12.1 Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:
- 12.1.1 in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.
  - 12.1.2 in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

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

12.3 Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 14 and 15.

## **13 DEFAULT**

13.1 The Contractor shall be in default if they:

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

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

13.1.3 is in breach of the Contract.

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

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

## **14 TERMINATION**

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

14.1.1 fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 13.2.

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

'Termination under the Regulations'

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

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

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

14.2.3 The Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

## **15 TERMINATION**

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

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

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

## **16 INDEMNITY**

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

16.1.1 death or injury to any person;

16.1.2 loss or damage to any property excluding indirect and consequential loss;

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

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

## **17 LIMIT OF CONTRACTOR'S LIABILITY**

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

17.1.1 the sum stated in the Appendix;

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

## **18 INSURANCE**

18.1 The Contractor agrees to maintain in force insurance adequate to cover its obligations and activities undertaken by it under and/or pursuant to this Contract.

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

## **19 PREVENTION OF FRAUD AND CORRUPTION**

19.1 The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or

refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

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

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

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

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

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

## **20 MONITORING AND AUDIT**

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

## **21 CONTRACT PRICE**

21.1 The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).



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

## **22 INVOICING AND PAYMENT**

- 22.1 Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.
- 22.2 If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.
- 22.3 If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

## **23 INTELLECTUAL PROPERTY RIGHTS**

- 23.1 Logos and trade marks: No party shall itself or by a third party use or reproduce or otherwise deal with the logos distinctive marks or trade marks of the Agency or any other party to the Collaborative Agreement or cause or permit the same without the consent in writing of the party to whom the logos, distinctive marks or trade marks belong.

### **Background Rights**

- 23.2 Background Rights shall remain the property of the party introducing them and each party agrees not to use the other's Background Rights in any way that is inconsistent with the operation of this Contract.
- 23.3 Both parties hereby grant to the other party a royalty-free and charge-free (except where it is not able to do so and makes such declaration in accordance with Clause 23.6), world-wide, non-exclusive, non-transferable irrevocable licence for non-commercial purposes to use its Background Rights:
- 23.3.1 during the Contract Period solely for the purpose of fulfilling its obligations arising from this Contract whether by itself or by its Contractor Personnel (which for the avoidance of doubt may include its contractors) in accordance with this Contract, but otherwise without a right to sub-licence; and

23.3.2 in order for the licensed party to use any Foreground Rights insofar as is necessary for the purposes expressly permitted in this Contract.

Such licence shall be terminable only in cases of material breach of the provisions of the licence.

23.4 The licence set out in clause 23.3 shall not permit the licensed party to:

23.4.1 use the licensed Background Rights for any commercial purposes;

23.4.2 sub-licence the Background Rights other than to the extent set out in Clause 23.3;

23.4.3 further develop the Background Rights other than to the extent necessary for the purposes of Clause 0.

23.5 Without prejudice to the generality of Clause 23.3, a party may charge a reasonable royalty or impose restrictions for use of its Background Rights only where that party is itself subject to such obligations to a third party and only where the parties have agreed in writing in advance of provision of the Background Rights a fair, reasonable and non-discriminatory fee for the use of them.

23.6 No party shall supply Background Rights to another party under this Agreement in the knowledge, information or belief that the use of the Background Rights by that party will infringe the Intellectual Property Rights of any third party, and each party warrants to the other party and will warrant at the time of each such provision that to the best of its knowledge, information and belief at the time of provision (but without having carried out any searches on any public register) none of the IPR, the Background Rights and Foreground Rights provided by that party will be in breach of any third party's IPR.

#### Foreground Rights

23.7 The Results and Foreground Rights in them shall be the property of the party by whom they were created.

23.8 Each party shall procure from its Contract Personnel (including any students) all Results and Foreground Rights and shall take such steps as are necessary in order to give effect to Clause 23.7.

23.9 Any Results and/or Foreground Rights which are generated by two or more Parties jointly and for which it is impossible to segregate each party's intellectual contribution to the creation of such Results and/or Foreground Rights shall be referred to in this Agreement as "Joint Results". Joint Results shall be jointly owned by those Parties who have generated such Joint Results ("the Joint Owners") in proportion to the respective contribution of each party. The Joint Owners shall all participate in the preparation, filing, prosecution and maintenance of the Joint Results using patent counsel reasonably acceptable to all Joint Owners, where it is jointly agreed that such actions are necessary and desirable.

23.10 The parties shall make all Foreground Rights and Results freely available for use and re-use to the full extent possible under the Open Government Licence version 3 (or a subsequent version if published). To view the Open Government Licence visit [Open Government Licence:](https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/)

<https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

23.11 No licence to use any Intellectual Property Rights is granted or implied by this Contract except the rights expressly granted in this Contract.

## **24 WARRANTY**

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

## **25 STATUTORY REQUIREMENTS**

25.1 The Contractor shall fully comply with all applicable statutory requirements in the performance of the Contract.

## **26 ENVIRONMENT, SUSTAINABILITY AND DIVERSITY**

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

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

26.2.1 comply with the provisions of the Modern Slavery Act 2015;

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

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

26.3 The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the

Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

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

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

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

26.4 The complete Agency EDI Policy can be viewed at:

<https://www.gov.uk/government/publications/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024/defra-group-equality-diversity-and-inclusion-strategy-2020-to-2024>

## **27 PUBLICITY**

27.1 The Contractor shall not advertise or publicly announce that he is supplying Services or undertaking work for the Agency without the Permission (not to be unreasonably withheld or delayed) of the Contract Supervisor.

27.2 The parties acknowledge that results of scientific and/or academic interest arising from the provision of the Services can be appropriately published and disseminated, with the approval of the H4 Chemicals Indicator Project Board (details of which are set out in the Collaborative Agreement). The Project Board's approval will not be unreasonably withheld or delayed.

27.3 Both parties shall, in all documents published or disseminated, include in a prominent position an acknowledgement of the other party's contributions to the contents of the documents and of the contribution of any other party to the Collaborative Agreement, and any rights contained in the Results or Background Rights upon which the publication depends.

## **28 LAW**

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

## **29 WAIVER**

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

29.2 No waiver by a party shall be effective unless made in writing.

29.1 No waiver by a party of a breach of the Contract shall constitute a waiver of any subsequent breach.

### **30 ENFORCEABILITY AND SURVIVORSHIP**

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

30.2 The following clauses shall survive termination of the Contract, howsoever caused: 14, 15, 16, 23, 24, 25, 29, 30, 31, 32, 33 and 34.

### **31 DISPUTE RESOLUTION**

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

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

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

31.4 If no agreement is reached within a reasonable period, either party may refer the dispute to a mediator at the Centre for Effective Dispute Resolution. Any such mediation will be confidential and its outcome shall not be binding unless and until reduced to writing and signed by the parties. The parties will not resort to litigation (unless necessary as an interim remedy to protect their legitimate interests) until the exhaustion of the dispute resolution in this Condition 31.

- 31.5 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- 31.6 Any of the time limits in Conditions 31 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

## **32 GENERAL**

- 32.1 Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.
- 32.2 The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

## **33 FREEDOM OF INFORMATION ACT**

- 33.1 The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) (Regulations'). The Agency further acknowledges that the Contractor is also subject to the Act and to the Regulations.
- 33.2 Both Parties agree that:
- 33.2.1 All information submitted by either Party to the other may need to be disclosed in response to a request under the Act or the Regulations; and
- 33.2.2 Either Party may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.
- 33.3 If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has

indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

## **34 DATA PROTECTION**

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

## Appendix to Conditions (Services)

Ref: 35706

Title: Infrastructure to Support the Coverage of Otters under the H4 indicator

### Condition

#### 1 Contract Supervisor

3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### 2 Contractor

Cardiff University Otter Project

Address:

Organisms and Environment Division

Cardiff University School of Biosciences

Sir Martin Evans Building

Museum Avenue

Cardiff CF10 3AX

#### 3 Completion

6

Contract Start Date 01<sup>st</sup> April 2022

Contract End Date 31<sup>st</sup> March 2023

Extension End Date 31<sup>st</sup> March 2025



- **2019年12月31日**
  - **2019年12月31日**
  - **2019年12月31日**
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  - **2019年12月31日**
  - **2019年12月31日**
- **2019年12月31日**
  - **2019年12月31日**

1. The price for this Contract shall be as follows:

(\*Subject to confirmation of funding for 23/24 and 24/25)

2. [REDACTED]  
[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

3. Before the invoice is issued, a fee note must be emailed in advance to the Contract Manager for approval. All invoices must quote the purchase order number in order to be processed. A file copy invoice must be provided to the Contract Manager, on request. The timescale for payment of invoices will be up to thirty (30) days after we have received a valid invoice.

## Specification

### 1. Background to Requirement

- 1.1 The H4 indicator on 'the exposure and adverse effects of chemicals on wildlife in the environment' is one of a suite of indicators created to help measure progress against commitments in the 25-Year Environment Plan (25-YEP)<sup>1</sup>. It contributes to assessing whether the UK Government is managing exposure to chemicals and is published as part of the 25-YEP Outcome Indicator Framework<sup>2</sup>. It reports on chemicals such as persistent, bioaccumulative and toxic substances, heavy metals, and pesticides and biocides in terrestrial, freshwater and marine environmental compartments
- 1.2 An interim version of the indicator has been published<sup>3</sup>, but there are currently evidence gaps in the exposure information. The gaps include a lack of data for otters with only some very historical data being provided. As top predators in freshwater, otters are a key species for H4, i.e. to give balance to the information provided in the indicator both within and across the different environmental compartments. They are particularly important for improving our understanding of chemical contaminants that move up the food chain and/or are not detectable in

<sup>1</sup> [25-year-environment-plan.pdf \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/644442/25-year-environment-plan.pdf).

<sup>2</sup> [Outcome indicator framework for the 25 Year Environment Plan \(defra.gov.uk\)](https://defra.gov.uk/government/publications/outcome-indicator-framework-for-the-25-year-environment-plan).

<sup>3</sup> [Exposure and adverse effects of chemicals on wildlife in the environment: interim H4 indicator - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/exposure-and-adverse-effects-of-chemicals-on-wildlife-in-the-environment-interim-h4-indicator)

water samples, e.g. persistent organic pollutants defined under the Stockholm Convention.

- 1.3 This work aims to enable the coverage of otters under the H4 indicator through the Contractor (Cardiff University Otter Project ([CUOP](#))), supporting the infrastructure to enable the informed use of otter samples and data over time. It builds on related work during 21/22 with the CUOP supporting the analysis of historical and current otter samples from England by analytical laboratories and to inform the development work of H4 generally.
- 1.4 Sample availability has increased in recent years so ensuring appropriate storage, improving sample provision at source so that samples can go further and improving data management to work more efficiently across organisations is important. The Contractor is the sole host and provider of national samples as well as the most technically experienced in understanding chemical contamination in otters and otter health and their involvement is essential to improve reporting for this freshwater top predator.

## 2. Specific Objectives/Deliverables

- 2.1 The work described within this document covers three years, subject to confirmation of funding on a yearly basis. Close liaison will be kept between the Environment Agency and the Contractor to ensure the balance of resource within the work fits as best as possible with developmental and technical reporting needs for the H4 indicator.
- 2.2 Work Area 1: Enhancing and maintaining a framework for the management and provision of otter samples for analysis and their resulting data for inclusion under the H4 indicator. The different elements to support this are below.
  - 2.2.1 **Management, post-mortem and storage of samples.** Historical samples and new ones that are sent to the Contractor will be stored appropriately so they are available for analysis under the indicator. The Contractor shall project manage and carry out routine work to support this. This includes liaison with environmental organisations to arrange deliveries, carrying out post-mortem examinations, sample archiving, and associated data / sample management and post-mortem reporting, for ca. 200-250 otters/year. Costs include Principal Investigator time, technician time, in addition to consumables, and maintenance of the freezer archive and temperature monitoring (TScan system).
  - 2.2.2 **Selection and provision of samples for contaminant exposure information.** In relation to sample requests, the Contractor shall work closely with external laboratories procured by the Environment Agency to facilitate the sending of tissue samples for analysis. These samples should be for the livers of otters found in England, represent a good geographical spread and be stratified in terms of sex, age, etc. Therefore,

work required includes sample mapping, and preliminary analysis of potentially confounding variables (e.g. sex / length / reproductive status, etc.) to support appropriate sample selection, as well as time to sort, subsample, pack and arrange deliveries. Costs include Principal Investigator and technician time.

The intention is to cover the analysis of ca. 30 samples per year per substance within the indicator to improve the reporting of trends over time. Further historical sample and comparative tissue analyses could be conducted if considered appropriate. Future sample numbers may also be informed by complementary work under the H4 project looking at the power of the data to show change over time.

For 22/23, estimates of numbers of otters required for analysis of substances currently included within the H4 indicator are ca. 80 otters for PFAS<sup>4</sup>, 30 otters for heavy metals<sup>5</sup> and ca. 78 otters for PCBs/PBDEs, possibly fewer. The work will commence as soon as the Contractor's resource is in place.

The sample provision work will require initial liaison with the Contractor and the Authority by a virtual start up meeting, followed by establishing any final details through email correspondence to arrange the sending of appropriate samples to the designated laboratory.

#### **2.2.3 Selection and provision of samples for nontarget screening.**

Similar to the above this relates to the provision of samples for nontarget screening. This is costed if there is opportunity to cover this work in 22/23, but may not commence until 23/24. Work required includes sample mapping, and preliminary analysis of potentially confounding variables (e.g. sex / length / reproductive status, etc) in order to support appropriate sample selection, as well as time to sort, subsample, pack and arrange deliveries. Costs include Principal Investigator and technician time.

#### **2.2.4 Data provision to support power of metrics and H4 indicator reporting.**

To include review of chemical and associated data each year to ensure timely quality control, in addition to report at end of 3-year period. Costs include Principal Investigator and technician time.

##### **Data from laboratories**

The laboratories should quality assure any data analysis and provide updates to the Environment Agency and copy in the Contractor by dates to be determined but no later than December each year. The Contractor shall check and confirm they have received the appropriate data, giving an independent sense check of the information. The Contractor shall then add the results to their central database and

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<sup>4</sup> PFOS is currently reported under the indicator and is included in their suite. The full PFAS suite may be used in future.

<sup>5</sup> Heavy metals to be reported under the indicator are mercury (as a PBT substance), lead and cadmium for top predators. Other metals are reported for other media.

provide a short record of progress and an Excel datasheet with the results specifying:

- ID number for the otter
- Location of found otter
- Date collected
- Resulting analytical concentrations (%lipid content, wet weight and lipid weight both as concentrations of individual congeners and as a sum of their corresponding chemical group and possibly relevant subsets of these)

The Contractor shall provide a summary report by mid-February each year that covers metadata relating to the samples sent for analysis, including visualisation of the spatial spread of the found otter locations, as well as information on the availability of associated samples / data linked to the samples provided, e.g. availability of data on reproductive health. The report should also indicate analysis data that may be freely available for future use under the H4 indicator and the number of samples available for future analysis.

#### **Power of metrics work**

This will be led by the Environment Agency and the Contractor shall collaborate to help understand the strength of the sampling and analysis in place under the H4 project.

#### **Reporting**

Reporting of the H4 indicator is anticipated in spring 2024. The Contractor shall collate and analyse the otters data relevant to H4 to give statistically significant trends and risk indications - where possible using thresholds chosen through the H4 project - for reporting. For guidance on the level of detail required, see the previous [H4 indicator supporting report](#). Further guidance will be available in due course. Provisional dates are that this work will start in April 2023 with data provided by May 2023 and commenting and input into the draft report in October 2023. The Environment Agency lead the overall report writing and will finalise the indicator and document by January 2024. This last process may still require expert input from the Contractor.

- 2.2.5 **Health indicators work.** This initial work is a 1-year project in 22/23. It covers the exploratory evaluation of existing datasets (including population demographic structure [sex / age ratios]), and health indicators (e.g. body condition, relative adrenal / thyroid / thymus / spleen mass, abnormalities), from all England data. Analysis to test each variable for change over time and spatial variation (for the full otter dataset), in addition to testing for correlation with chemical contaminants (for the subset where chemical data are available). Costs include Principal Investigator and technician time.

**2.2.6 Database upgrade to improve data submission and retrieval.** To include fee to external service provider, ongoing web hosting and support, and data storage costs, as well as a contribution to technician and Principal Investigator time to provide required data preparation and liaison with developer.

### 2.3 **Work Area 2: Providing technical expertise into the development of the H4 work.**

This covers representation and input at meetings of the working groups for the above-mentioned specific chemical groups and on emerging risks, effects, and thresholds. It also includes input into any relevant documents produced through those groups or provision of relevant information/data to support generic H4 development work not mentioned above. In addition, it covers involvement in a sample and data platform workshop anticipated in autumn 2022.

## 3. **Timescales/Deadlines**

### 3.1 **Project Timetable**

*(To be reviewed yearly as development will influence later years. Second and third year deliverables subject to funding confirmation)*

Task No. (work area)	Deliverable	Responsible party	Format / Compatibility Requirements	Date of completion, end:
1 (general)	Progress reporting	CUOP	Meeting with spending summarised in Excel spreadsheet	Quarterly
2 (1a)	Report summary of sample archive and metadata	CUOP	Word document	15 February 2023, 2024, 2025
3 (1b)	Liaison with laboratories and selection and provision of samples	CUOP/laboratory	Initial meeting with EA, CUOP and contracting laboratory followed by email correspondence and delivery of samples (EA to set up meeting)	Spring/Summer 2022 as soon as contract in place for existing H4 substance analysis.  Dates TBC for any other complementary analysis
4 (1d)	Cross-check of analysis, internal	CUOP	Spreadsheet and Word document	15 February 2023, 2024, 2025

	QA and provision of data and metadata report			
5 (1c)	Liaison with laboratories and selection and provision of samples	CUOP	Initial meeting with EA, CUOP and contracting laboratory followed by email correspondence and delivery of samples (EA to set up meeting)	TBC alongside any further deliverables for this work
6 (1d)	Provision of data for power of metrics	CUOP	Excel spreadsheet	March 2022 (TBC)
7 (1d)	Provision of data for reporting	CUOP	Excel summary sheet and Word document with trends assessment	May 2023 (TBC)
8 (1d)	Commenting and input into the draft H4 indicator report	CUOP	Comments within Word documents	From October 2023 to January 2024 (TBC)
9 (1e)	Report on health indicators	CUOP	Word document	November 2022
10 (1f)	Tour of database and user feedback	CUOP	Meeting	December 2022
11 (1f)	User guidance of database	CUOP	Word document	February 2023
12 (2)	Participation in working groups	CUOP	Meetings plus comments on related outputs	Estimated 1-2 per month
13 (2)	Commenting on document for data submission guidance	CUOP	Comments within Word documents	November 2022
14 (2)	Sample and data platform workshop	Natural England lead organisation/CUOP attendance	Meeting	September 2022 (TBC)

#### 4. Skills and Personnel Required





## 6. Contractor's Social Value Commitments

- 6.1. In June 2018, the UK Government announced it would explicitly evaluate Social Value when awarding most contracts. Following a public consultation, the Government has defined Social Value through a series of priority themes and policy outcomes which are important to deliver through Government's commercial activities. Please visit <https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources> for further information.
- 6.2 The Contractor shall seek to implement the Social Value commitments submitted to the Customer and report on their progress against these commitments to the Authority on an annual basis as part of the Annual Review Meetings.
- 6.3 The priority themes and policy outcomes assessed as part of the Tender for this Contract are as follows:
- 6.4 *Theme 3 Fighting Climate Change*
- 6.4.1 Our [Environmental sustainability strategy](#) provides a commitment to building an inclusive, sustainable and resilient future for our community, and aims to bring about environmental benefits for Cardiff, Wales and the wider world. Cardiff University declared a climate emergency in 2019, recognizing our need to play a part in the global response. We are aiming to be carbon neutral by 2030. Our strategy is in the process of being updated, and aims towards reducing carbon emissions and use of energy, water and plastic.
- 6.5 *Theme 4 Equal opportunity*
- 6.5.1 Cardiff University is committed to equal pay, treatment and opportunity to support diversity, and to create an open and inclusive community. Each School and Professional services department has a member of staff who acts as a contact for equality, diversity and inclusion issues. Policies and guidance are available on disability, gender identity, race, sexual orientation, age, gender, pregnancy and maternity, and religion and other beliefs. Our [strategic equality plan 2020-2024](#) has been built around fundamental principles aimed at helping us promote and improve equality.
- 6.6 *Theme 5 Wellbeing*
- 6.6.1 Staff wellbeing is one of the critical success factors chosen as part of the University's Way Forward 2018-2023 with a [strategy for creating a mentally healthy university](#) providing clear commitments to creating a mentally healthy learning, working and living environment. Cardiff University is committed to supporting health and wellbeing at work, and

provides a wide range of services, support and advice to enable staff to thrive. Personal support is accessible through an Employee Assistance Programme and a range of wellbeing self-help guides.

## 6.7 *Otter Project specific information relating to MAC4.2*

6.7.1 Cardiff University Otter Project is a long term national research and monitoring programme, using otters as sentinels for environmental health. We work actively to influence environmental protection and improvement via a wide range of outreach activities, to professionals, members of the public, and policy makers. ensuring that the outcomes of our research are shared widely in order to support environmental protection and improvement.

6.7.2 We achieve this via:

- (a) *Outreach to environmental organisations:* we routinely report our findings to a wide range of stakeholder partners (including the Environment Agency, Natural Resources Wales, Wildlife Trusts, Mammal Groups and the Trunk Roads Agencies in Wales). We share post mortem reports, as well as a regular newsletter (typically 2-3 times each year), present online talks and presentations and provide articles for organisations such as the Mammal Society, WILDCOMS and mammal groups.
- (b) *Engaging with the community:* in addition to frequent (at least weekly) engagement via social media (highlighting news from the lab, infographics, new publications), we regularly run engagement activities for members of the public to learn more about our work, and in particular about chemical contamination of the environment. We also share our findings via traditional media (e.g. press releases associated with our research).
- (c) *Working collaboratively to deliver solutions:* we work closely with stakeholder organisations to ensure that our research outcomes achieve impact. For example working with the Trunk Road Agents in Wales to plan and prioritise mitigation against wildlife roadkill (collaboration since Jan 2021), as well as collaboration with Natural Resources Wales and Environment Agency to share data describing chemical contamination.
- (d) During the next year (2022-23) we are planning to continue engagement activities via social media, traditional media, and hands-on community engagement work. We plan to share at least two newsletters, six infographics, and at least 20 other topical social media posts. We plan to participate in two public engagement activities, and to share updates with all our stakeholder partners at least twice per year.

