

Date: 27.07.2023

**Contract Ref: LUCT\_0723**

**Contract Title: Market Exploration of the Land Use Choices Tool (LUCT)**

You are invited to quote for the above in accordance with the enclosed documents.

Instructions on what information we require you to provide is in Section 4 of the following Request for Quotation document.

Your response should be returned to the following email address by **23:59 on Friday 25th August 2023.**

[John.Lancaster02@environment-agency.gov.uk](mailto:John.Lancaster02@environment-agency.gov.uk)

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

If you have any queries, please do not hesitate to contact me.

Yours sincerely,

John Lancaster

Senior Advisor, Commercial Development

E-mail: John.Lancaster02@environment-agency.gov.uk

Telephone: 07585 961402

**The Environment Agency**, Manley House, Kestrel Way, Exeter, EX2 7LQ

**Request for Quotation**

**Ref: LUCT\_0723**

**Title: Market Exploration of the Land Use Choices Tool (LUCT)**

**Section 1**

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our Website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

* Flood and Coastal Risk Management (design, construction and maintenance)
* ICT and Telecommunications
* Vehicles and Plant
* Environmental Consultancy and Monitoring
* Temporary Staff and Contractors
* Facilities Management, Energy and Utilities
* Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our procurement strategy may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/environment-agency/about/procurement#procurement-strategy>

**Government changes and collaboration**

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of Natural Resources Wales (NRW).Further information can be found here:

<http://naturalresources.wales/splash?orig=/>

By bidding for this requirement, you may also be approached by other members of the Defra network, NRW or other government departments that are specifically named in the tender document.

**Further information**

For further information and to see our commitments to Diversity and Equality, please visit our website.

<https://www.gov.uk/government/organisations/environment-agency/about/procurement>

https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity

Also, are you up to date on environmental legislation? See links below for further information.

Waste and Environmental Impact - <https://www.gov.uk/browse/business/waste-environment>

Environmental Regulations - <https://www.gov.uk/browse/business/waste-environment/environmental-regulations>’

**Section 2**

**The Customer**

**Summary**

The EA's Future Funding team and the Future Farming and Land Use Evidence team jointly commission this work.

Future Funding aim to bridge the gap between the funding the Environment Agency currently generates, and the money needed to create a better place most effectively. To achieve this, we seek to identify opportunities for the Environment Agency to use its assets (both physical and knowledge based) to appropriately increase its commercial income, in line with its aims and values.

The Future Farming and Land Use Evidence team are the responsible owner for the Land Use Choices Tool (LUCT), having originally conceived the concept of the tool and then taken it through various stages of prototype development using external suppliers, supported by funding from a range of sources.

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a period of **3 months** to end no later than **Friday 29th December 2023.** Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition. Any amendment to contract prices for the extensions are to be by negotiation.

The Environment Agency Conditions of Contract for Services (Appendix C) shall apply to this contract.

This contract shall be managed on behalf of the Environment Agency byJohn Lancaster**.**

E-mail: John.Lancaster02@environment-agency.gov.uk

Telephone: 07585 961402

## Contact Details and Timeline

John Lancaster will be your contact for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that both the question and the response will be circulated to all tenderers.

E-mail: [John.Lancaster02@environment-agency.gov.uk](mailto:John.Lancaster02@environment-agency.gov.uk)

Key elements of the process have been reviewed. Anticipated dates for planned activities are below:

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Supplier responses for Request for Quote | Friday 25th August |
| Evaluation of Request for Quote submissions | Friday 1st September |
| Award of contract | Monday 18th September |
| Project/Contract end date | Friday 29th December |

It should be noted that these timescales and activities may be subject to change.

**Section 3**

## Evaluation Criteria

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

* Price – 60%
* Quality – 40%

The following quality criteria are weighted in accordance with the importance and relevance attached to each one.

* Your recent experience of carrying out similar contracts
* Your proposed methodology
* Your measurement of success in each of the deliverables
* Your key personnel who will be directly involved with this contract

The criteria listed above will be assessed on a 0 to 10 basis and will reflect the following judgements:

|  |  |
| --- | --- |
| **Rating of Response**  **The tenderer provides a response which in the opinion of the evaluators is:** | **Score** |
| **Excellent:** Addresses all of the requirements and provides a response with relevant supporting information which does not contain any weaknesses, giving the Agency complete confidence that the requirements will be met. | 10 |
| **Very Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains very minor weaknesses, giving the Agency high confidence that the requirements will be met. | 8 |
| **Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains minor weaknesses, giving the Agency reasonable confidence that the requirements will be met. | 6 |
| **Satisfactory:** Substantially addresses the requirements and provides a response with relevant supporting information which may contain moderate weaknesses, but gives the Agency some confidence that the requirements will be met. | 4 |
| **Weak:** Partially addresses the requirements, or provides supporting information that is of limited relevance or contains significant weaknesses, and therefore gives the Agency low confidence that the requirements will be met. | 2 |
| **Nil:** No response or provides a response that gives the Agency no confidence that the requirements will be met. | 0 |

**Any submission for which any of the quality criteria is evaluated as less than a score of 5, may be discounted.**

**Section 4**

**Information to be returned**

**Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.**

Please complete and return the following information:

* completed Pricing Schedule (Appendix A)
* completed Prior Rights Schedule (Appendix B)
* confirmation that terms and conditions are accepted (Appendix C. Please note that the terms cannot be amended later)
* details of the personnel you are proposing to carry out the service, including CV’s of your key personnel
* details of proposed methodology
* details of how you will measure your success in each of the deliverables
* details of your recent experience carrying out similar contracts

**Section 5**

**Specification**

# Background to the Requirement

The Land Use Choices Tool (LUCT) is a software tool, developed by the Environment Agency with Defra family partners internally, aiming to support spatial planning and decision support for the rural environment. It generates scenarios to support land use change decisions at national to local level about suitable locations for habitat and woodland creation on agricultural land. It uses spatial targeting to maximise benefits for water quality, flood reduction, biodiversity & woodland, greenhouse gas reduction, carbon storage, and water resources, aiming to deliver Environment Act targets and better value for money. For a more comprehensive description of the tool, please refer to Annex A.

We are commissioning a market exploration study to:

1. Identify the potential customer groups, clients and/or users for the LUCT (fee-paying and/or non-fee paying).
2. Assess the market for similar products and compare to determine the unique selling point (USP) of the LUCT against these other products (a provisional list of other land use / land management products has been provided (Annex B)).
3. To provide an estimate of LUCTs value and impact to UK plc.
4. To provide an estimate of LUCTs commercial value and identify potential routes to market.
5. Suggest next steps to ensure LUCT can best meet market demand and deliver optimal impact.

The result of this work will provide evidence to support a business case (following the 5 Case Model (see Box A)) for the next stages of LUCT development. We will also use the work to secure better leverage in our traditional role supporting Defra on environmental evidence and delivery, while helping us make a case for more innovative approaches.

There are at least 3 potential development routes for government public bodies:

1. Developed entirely by EA & Defra partners, using our data and web / cloud-based services and internal IT development resource.
2. External development using external contractors / suppliers, including hosting tools / platforms and data on external web platforms / cloud.
3. A mixed approach, where a transfer from external to internal, or vice-versa, might occur.

There may also be alternative routes led by other departments or organisations which we hope this research will explore.

It is anticipated that this will be a 3-month contract, commencing in September and concluding by the end of the calendar year.

Funding for the project is from the Government Office for Technology Transfer - Knowledge Asset Grant Fund programme - designed for UK public sector organisations to better exploit high-potential intangible assets. This funding is for project costs up to **£25,000.**

**Box A – The 5 Case Model:**

1. **The Strategic Case**

What is the case for change, including the rationale for intervention? What is the current situation? What is to be done? What outcomes are expected? How do these fit with wider government policies and objectives? What level of change could be delivered? What is reasonable or realistic outcome scenario?

1. **The Economic Case**

What is the net value to society (the social value) of the using the LUCT to plan intervention, compared to continuing with Business as Usual? What are the risks and their costs, and how are they best managed? Can other tools do better? Which option reflects the optimal net value to society? Can further development of the tool meet additional key needs / deliver greater cost-benefit?

1. **The Commercial Case**

What is the market or revenue generating potential? Is there a viable, realistic and credible commercial opportunity available? What is the best way to gain entry to the market? Who will manage which risks?

1. **The Financial Case**

What is the impact of the proposal on the public sector budget in terms of the total cost of both capital and revenue?

1. **The Management Case**

How can the LUCT (in current or future enhanced state) be delivered? What are the delivery options or best most practicable delivery route? What is the feasibility, cost, impact of delivery options? What must delivery plans achieve or demonstrate? Is this realistic?

# Specific Objectives/Deliverables

This is an outcome-focused specification. The requirement is for a final report which includes:

* Executive summary (including background and drivers for the LUCT development).
* Research methodology and detail of the approach taken.
* Market segmentation and analysis of client and user base.
* Comparison to other tools currently available or in development.
* Suggestions for how the LUCT could reach a larger market (i.e., increased functionality)
* What is the current and potential impact of the LUCT and its value to UK plc?
* Assessment of appropriate routes to market that maximises benefits (i.e., paid for, free, or hybrid) and identification of the commercial value to the Environment Agency.
* SWOT & Risk analysis.
* Final recommendation of next steps.

Reflecting the 5 objectives of this commission, the report will:

1. Describe the potential market, clients, and users of the LUCT – clarifying which stakeholders could potentially use specific elements or functions of the tool, and for what purposes. These could include national, regional, and local initiatives and partners, going beyond current traditional environment projects. Key questions include:
   * Who / what user groups would be interested / could be targeted to use the tool?
   * What functions would they want to see within the tool to meet their specific (current and future) needs?
   * Do the users have specific or broad market coverage, could they lever significant influence for environmental actions? Can they lever other resources?
   * To secure maximum environmental impact, who should the target audience (for any tools) be?
2. Identify similar, complementary and/or competing tools and compare their offer against that of the LUCT:
   * Evaluate LUCT and other tools against a set of function / performance criteria.
   * Identify the USP of the LUCT, both currently and potentially with further development
   * Are there circumstances where one tool might be used in preference to another?
   * Is there is a better, more comprehensive tool currently on the market or in development?
   * Identifying the potential for unintended consequences, e.g., environment, community or social impacts from use, or failure to use, the LUCT.
3. Summarise the current and potential value of the LUCT for UK plc (i.e., environmental, economic, public health, etc.).
4. Estimate of the LUCTs potential commercial value to the EA:
   * What is the current and potential market segmentation and penetration?
   * Does the LUCT have a market niche? Can this be quantified?
   * What are the current and potential routes to market?
   * What are the benefits and disbenefits of a charged vs free (or hybrid) model?
   * If charged for under licence, what would be an appropriate price point.
5. Suggest next steps to ensure LUCT can best meet market demand and deliver optimal impact (maximise public benefit, increase cost-effectiveness, and/or generate revenue):
   * Recommend areas of possible development, identifying the wider added value this could bring.
   * What developments could be suggested that might open the LUCT to new markets?
   * Is there potential for collaboration / integration with other product providers to maximise reach and benefits?
   * How could functionality / usability be improved?
   * Consider how this could support a business case using the 5 Case Model

EA are aware of several other potential models and tools operating in the land use and land management space, a list of some we are aware of is provided at Annex B.

Given the complex landscape of tools available to decision makers, greater clarity on these tools is needed.

If the findings show other tools are equally suited, or are better, for further development, we in EA want to know about that.

If there is potential to link LUCT to another equally powerful tool, that could be a good outcome. And if LUCT is not up to the task, tell us about that too.

We are seeking a pragmatic and unprejudiced view of the market and the capability of tools to deliver land use change and nature-based solutions overall.

The Environment Agency has a mandate to secure maximum impact for the environment and to direct funding to maximise public value overall. That is the over-riding priority.

### Timescales/Deadlines

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Task No.** | **Deliverable** | **Responsible party** | **Format / Compatibility Requirements** | **Date of completion, end:** |
| 1 | Start-up meeting between project team and supplier and demonstration of LUCT | All | MS Teams | w/c 18th Sept 2023 |
| 2 | Presentation of report’s proposed format & structure | Supplier | Word doc & MS Teams | w/c 23rd Oct 2023 |
| 3 | 1st draft report due in digital format via e-mail | Supplier | Word doc | w/c 20th Nov 2023 |
| 4 | Final report due. Digital format via e-mail | Supplier | Word doc & PDF | w/c 11th Dec 2023 |
| 5 | Wash-up meeting | All | MS Teams | w/c 18th Dec 2023 |
| 6 | Contract completed | All | n/a | 29th Dec 2023 |

We will also schedule weekly project meetings (via MS Teams).

### Skills of Personnel Required

Essential:

* Expertise and/or experience in product development.
* Expertise and/or experience in market research and business development.
* Excellent Communication skills (written and verbal).
* Ability to work collaboratively and share knowledge.
* Innovative and creative.

Desirable:

* Expertise and/or experience in land use and environmental policy.
* Expertise and/or experience in natural capital accounting / environmental economics and/or valuation.
* Familiarity with business cases, specifically the 5 Case Model (incl. Treasury Green and Magenta books).
* Familiarity with Treasury Rose book which sets out government guidance on use of knowledge assets.

**Section 6**

**Contract Management**

This contract shall be managed on behalf of the Agency byJohn Lancaster.

The contract will primarily be managed through weekly project review meetings (via MS Teams) to assess progress and to ensure mutual understanding of objectives over the course of the contract.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

To be invoiced fully upon completion of the contract. Please note, we cannot make any upfront payments to suppliers – this is in accordance with Treasury rules.

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 30 days after we have received a valid invoice.

**Section 7**

**Sustainability Considerations**

We are committed to continually improving our sustainability performance. The Environment Agency has set itself tough objectives as a clear commitment and contribution to sustainable development throughout England. The Agency recognises that this can only be achieved through commitment from all sectors of society and it is intent on raising awareness amongst industry and commerce.

Contractors must adopt a sound proactive environmental approach, designed to minimise harm to the environment.

Environmental criteria should be considered as part of your tender submission with credit given for innovation. Factors to be considered could include areas such as:

* + - Paper use: All documents and reports prepared by consultants and contractors are produced wherever possible on recycled paper containing at least 100% post consumer waste and printed double sided.
    - Travel: use of public transport, reduce face to face meetings by using email and videoconferencing. Meetings to be held in locations to minimise travel and close to public transport links.
    - Packaging: should be kept to a minimum. Re-use and disposal issues must be considered.
    - Efficient Energy and Water Use.
    - Disposal of Waste: Whilst on site the contractor is responsible for the disposal of their own waste and can only use client facilities with express permission from the on site facilities officer.
    - Whilst on site, contractors should comply with the local environmental policy statement which will be made available to you in advance or on arrival.

**Diversity and Equal Opportunities**

We are committed to promoting equality and diversity in all we do and valuing the diversity of our workforce, customers and communities.  As a public body, we publish regular information about what our equality objectives are and how we’re meeting them.

<https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity>

**Health and Safety**

Contractors will be responsible for making sure all required health and safety aspects including risk assessments are undertaken and required management measures are in place to protect worker exposure. This includes management of all partners, consortium members and subcontractors.

**IEM2020:**

## Sustainability Objectives

As the Environment Agency, our overarching aim is to protect and improve the environment for people and wildlife. Over the last 10 years we have achieved significant reductions in our environmental impacts that occur through our everyday operations. This included a 40% reduction in our carbon emissions and a 37% reduction in the number of miles we travel. This year we have launched our new Internal Environmental Management strategy to take us through to 2020, building on these successes and widening our ambition.

**Supply chain**

Our 2020 approach will have a very strong emphasis on the indirect impacts of our supply chain.

Our supply chain accounts for over 70% of our total environmental impacts.

Working with our supply chain we want to be world class in the area of environmental management. The environmental impacts of our work and that delivered by and through our supply chain must be reduced; environmental risks must be effectively managed and opportunities for enhancements investigated.

As an organisation, our environmental management system (EMS) is accredited to ISO14001 and EMAS standards. Our procurement activities form part of this system; driving environmental performance improvements across the value chain.

## Section 8

### Additional Information

### Copyright and confidentiality

Unless otherwise indicated, the copyright in all of the documentation belongs to the Environment Agency, and the documentation is to be returned to us with your tender. The contents of the documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your quote. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the documentation for the purposes of the tender.

### Accuracy of documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact us at the address given in the covering letter. No liability will be accepted by the Environment Agency for any omission or errors in the documentation which could have been identified by you.

### Amendments to documentation

Prior to the date for return of tenders, we may clarify, amend or add to the documentation. A copy of each instruction will be issued to every Tenderer and shall form part of the documentation. No amendment shall be made to the documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

### Alternative Offers

Alternative offers may be considered if they constitute a fully priced alternative and are submitted in addition to a quotation complying with the requirements of the Invitation to Quote Documents. If, for any reason you wish to submit an alternative offer without a fully compliant tender please contact us in accordance with the details in the covering letter.

## Continuity of personnel

The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects to the Project Standard. It shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to ensure project delivery in the event of staff holidays, sickness or voluntary absence

The Environment Agency will be notified immediately of any changes to personnel associated with the project. The Contractor will ensure that every effort is made to replace outgoing staff with personnel of equal calibre and expertise. All new members of staff undertaking work for the Project will need to be agreed by the Environment Agency prior to commencement.

At all times, the Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced.

## Intellectual property rights

All results, including material and tools produced, developed or paid for under this contract shall be the property of the Environment Agency.

## References

The Environment Agency may request recent and relevant references prior to the award of the project.

**Contract award**

This Request for Quote is issued in good faith but we reserve the right not to award any or all of this work.

### DATA PROTECTION ACT ADDENDUM TO SPECIFICATION

## Protection of personal data

In order to comply with the Data Protection Act 1998 the Contractor must agree to the following:

* You must only process the personal data in strict accordance with instructions from the Environment Agency.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

# APPENDIX A - PRICING SCHEDULE

**Please ensure you complete the Cost Proposal table below.**

Please detail your task costs, overall staff costs and overall project cost in the table below.

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT

All costs must be quoted on this schedule. Any costs not detailed will not be paid.

|  |  |  |
| --- | --- | --- |
| **Cost Proposal (To be completed by Supplier)** | | |
| **Tasks** | **No of Hours** | **Cost** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Total Staff Costs | |  |
| **Expenses (please detail type, i.e. travel etc)** | |  |
| **Any other costs (please detail)** | |  |
| **Discounts applied (please detail)** | |  |
| **Total Overall Project Cost** | |  |

**Please complete the tables below with additional detail:**

**Staff Costs**

Please detail the day rates of your proposed personnel in the table below.

(Please also advise how many hours you constitute a working day)

|  |  |  |
| --- | --- | --- |
| **Name** | **Title/Grade** | **Day rate £** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
| **DESCRIPTION** | **COST** £ |
| **1. Expenses (please detail)** |  |
| **2. Expenses (please detail)** |  |
| **3. Expenses (please detail)** |  |
| **TOTAL** |  |

**Other costs**

Please state any other costs that will need to be taken into consideration.

|  |  |
| --- | --- |
| **DESCRIPTION** | **COST** £ |
| **1. Other costs (please detail)** |  |
| **2. Other costs (please detail)** |  |
| **3. Other costs (please detail)** |  |
| **TOTAL** |  |

The following limits will be applicable to all claims for travel and subsistence under this contract:

1. Travel by rail: standard class should be used at all times
2. Travel by car: 45 pence/mile

Hotel bookings should be made through the Environment Agency’s corporate travel contract. Details of this contract are available from the Corporate Contracting Team.

When making reservations you should state that you are a contractor working on Environment Agency business.

Hotel charges must not exceed a maximum limit per night bed and breakfast (VAT included) of: £140 in London; £100 in Bristol; £90 in Warrington; £85 in Reading; £75 in Aberdeen, Birmingham, Belfast, Cardiff, Coventry, Edinburgh, Glasgow, Harlow, Leeds, Manchester, Middlesbrough, Newcastle, Oxford, Portsmouth, Sheffield and York; and £70 in all other destinations. Please note that these hotel ceiling rates are subject to change throughout the life of the contract.

Expenditure on dinner during an overnight stay must not exceed a maximum limit of £25, including a drink.

Receipts for all rail travel, hotel and food expenses will be required as proof of expenditure and will be reimbursed at cost. No profit or additional cost shall be applied by the contractor to such personal expenses.

**APPENDIX B - PRIOR RIGHTS SCHEDULE**

Details of Prior Rights held by the Parties (To be updated as Rights are introduced during the period of the Contract)

Prior Rights owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the Project for the purposes of fulfilling its obligations under the Contract

Held by the Environment Agency and Defra family.

|  |  |  |
| --- | --- | --- |
| **Name and description of Prior Rights** | **Extent of proposed use in the Project** | **Proprietary owner of the Prior Rights** |
| Land Use Choices Tool (LUCT) | Demonstrations of the tool | Environment Agency |
|  |  |  |
|  |  |  |

Held by the Contractor

|  |  |  |
| --- | --- | --- |
| **Name and description of Prior Rights** | **Extent of proposed use in the Project** | **Proprietary owner of the Prior Rights** |
|  |  |  |
|  |  |  |
|  |  |  |

**Explanation of Contractor's Prior Rights**  
All Intellectual Property Rights owned by or lawfully used by the Contractor, whether under licence or otherwise before the date of this Contract. It can also mean any invention and know how or other intellectual property (whether or not patentable) owned by one of the parties prior to the commencement of the Project, or devised or discovered by one of them only in the course of other projects during the Project period and not arising directly from the Project.

**APPENDIX C – ACCEPTANCE OF TERMS AND CONDITIONS**

**Conditions of Contract - Services**

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1. **DEFINITIONS** 
   1. In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.
      1. Agency

The Environment Agency, its successors and assigns.

* + 1. Agency Property

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

* + 1. The Appendix

The Appendix to these Conditions.

* + 1. 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. The Contractor

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

* + 1. Contract Period

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

* + 1. 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. Contract Price

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

* + 1. 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. 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. 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. Data Protection Schedule

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

* + 1. Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

* + 1. Law

means any 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. Notice

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

1. 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. Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

* + 1. The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

* + 1. Permission

Express permission given in writing before the act being permitted.

* + 1. Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

* + 1. Regulations

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

* 1. Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988.
  2. All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.
  3. Any reference in these Conditions to a statutory provision will include all subsequent modifications.
  4. 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.

1. **PRECEDENCE**

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:

* Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
* Specification;
* Pricing Schedule;
* Drawings, maps or other diagrams.

1. **CONTRACT SUPERVISOR**

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.

1. **THE SERVICES** 
   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.
   2. The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. 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.
2. **ASSIGNMENT** 
   1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.
   2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.
   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
3. **CONTRACT PERIOD**

The Contractor shall perform the Services within the time stated in the Appendix [DRAFTING NOTE – CHECK APPENDIX], subject to any changes arising from Condition 10 (Variations,) and/or Condition 11 (Extensions of time.)

1. **PROPERTY** 
   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.
   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.
   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.
2. **MATERIALS** 
   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.
   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.
3. **SECURITY** 
   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.
   2. This Condition shall not prejudice the Agency’s rights under Condition 15.
4. **VARIATIONS** 
   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.
   2. The value of any such variation, other than any variation arising out of Condition 10.3, 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.

* 1. 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.
  2. 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.
  3. 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 Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.
  4. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
     1. any Contracting Authority; or
     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
     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.
  5. 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.

1. **EXTENSIONS OF TIME** 
   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:
      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.
      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.
   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.
   3. Any extension of time granted under this Condition shall not affect the Agency’s rights to terminate or determine the Contract under Conditions 13 and 14.
2. **DEFAULT** 
   1. The Contractor shall be in default if he:
      1. fails to perform the Contract with due skill, care, diligence and timeliness;
      2. refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;
      3. is in breach of the Contract.
   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.
   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.
3. **TERMINATION** 
   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:
      1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.
      2. becomes bankrupt or insolvent, or has a receiving order made against him, or makes and 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'

* 1. The Agency may terminate the Contract on written Notice to the Contractor if:
     1. the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
     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
     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.

1. **DETERMINATION** 
   1. Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month’s Notice, (or such other time period as may be appropriate).
   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 determination.
   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 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 determined.
2. **INDEMNITY** 
   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:
      1. death or injury to any person;
      2. loss or damage to any property excluding indirect and consequential loss;
      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.

* 1. 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.

1. **LIMIT OF CONTRACTOR’S LIABILITY** 
   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:
      1. the sum stated in the Appendix [DRAFTING NOTE – INSERT SUM and consider personal data risk];
      2. if no sum is stated, the Contract Price or five million pounds whichever is the greater.
2. **INSURANCE** 
   1. The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions [DRAFTING NOTE – CHECK SUM and consider personal data risk]. If no sum is stated, the value insured shall be £5M (five million pounds.)
   2. If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.
   3. 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.
3. **PREVENTION OF FRAUD AND CORRUPTION**
   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.
   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.
   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:
      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
      2. recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.
   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.
4. **MONITORING AND AUDIT** 
   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.
5. **CONTRACT PRICE** 
   1. The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).
   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.
6. **INVOICING AND PAYMENT**
   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.
   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.
   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.
7. **INTELLECTUAL PROPERTY RIGHTS** 
   1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party’s Prior Rights are set out in the Prior Right Schedule to this contract.
   2. All Results shall be the property of the Agency.
   3. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency’s intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:

* + 1. assigns to the Agency all Resulting Rights
    2. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.
  1. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.
  2. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2.
  3. The Contractor warrants to the Agency that the performance of the Services, the Contractor’s Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.
  4. If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.
  5. The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.
  6. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.
  7. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

1. **WARRANTY**

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

1. **STATUTORY REQUIREMENTS**

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

1. **ENVIRONMENT, SUSTAINABILITY AND DIVERSITY**
   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.
   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:
      1. comply with the provisions of the Modern Slavery Act 2015;
      2. pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate ); and
      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.
   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:
      1. eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
      2. advances equality of opportunity between people who share a protected characteristic and those who do not; and
      3. fosters good relations between people who share a protected characteristic and those who do not.
2. **PUBLICITY**

The Contractor shall not advertise or publicly announce that he is supplying Services or undertaking work for the Agency without the Permission of the Contract Supervisor.

1. **LAW**

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

1. **WAIVER** 
   1. No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.
   2. No waiver by the Agency shall be effective unless made in writing.
   3. No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.
2. **ENFORCEABILITY AND SURVIVORSHIP**
   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.
   2. The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.
3. **DISPUTE RESOLUTION** 
   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.
   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).
   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.
   4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.
   5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
   6. 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.
   7. Any of the time limits in Conditions 30 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.
4. **GENERAL** 
   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.
   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.
5. **FREEDOM OF INFORMATION ACT**
   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').
   2. The Contractor agrees that:
      1. All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and
      2. The Agency 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.
   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.

1. **DATA PROTECTION**
   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.

I/We accept in full the terms and conditions named in Section 2 and appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Annex A: What is the Land Use Choices Tool?**

Land Use Choices Tool (LUCT) is a software-based “scenario generation” tool that supports decisions about suitable locations for new habitat or woodland creation on agricultural land. It was developed by Environment Agency with partners Natural England, Forestry Commission, Forest Research, HBIC and Defra (an extensive base of technical input from over 80 specialists).

It was intended for use by local stakeholders and partners, alongside ALB advisers and other interest groups, to help provide national mapping information that is supported by our intervention logic about the suitability, so guiding habitat and woodland creation to “good” or “best locations” for intervention. The tool is modular, so the user can choose any of multiple environmental priorities (across the modules or also in-module sub-choices) to reflect their local needs, they can also build in further or better local data to supplement the national data in the tool.

The intention was to try to optimise for and deliver multiple environmental benefits across Defra’s Environment Improvement Plan priorities (biodiversity, forestry, water quality, flood risk, water resources, net zero (carbon, greenhouse gases) and ammonia, at a relatively fine, sub-field scale, while also taking account of a large number of national and local constraints datasets. Key facets include:

* + Developed for local partnership engagement, scenario planning and identifying options - by a wide range of stakeholders including LPAs, eNGOs such as rivers trusts, biodiversity and forestry advisors, flood planners, catchment planners and managers etc.
  + The tool identifies the best habitat or woodland options suitable for CROME (agricultural crop) cells at sub-field scale across the landscape, including first, second or third order best value options.
* The tool operates from input CROME Crop Map of England remote sensing data, so it identifies circa 76 different input crop types (current or past use) at CROME cell (0.4ha or sub-field) scale. This allows part-field conversions and buffer / riparian strips to be evaluated, also for example, depressional storage features such as wetlands.
* The user chooses their priorities and needs at the outset. The tool generates SCENARIO outputs that meet the user’s specific “input” priorities – these can be any combination of modules and sub-module choices e.g. to optimise for water quality with biodiversity, or to plant woodland for flood risk but only on non-BMV land.
* The user can choose the length of project (5, 15, 30, 80 years or longer-term), and can request the tool to give cost-benefit metrics across any of these time-frames. This matters because different habitat / woodland creation projects may need to deliver different temporal objectives, e.g. offset mitigation for housing must be in place before the housing development is occupied, therefore less than 5 year timeframe for the outcome to be delivered is key.
* Explicit intervention / decision logic chains are set out for each module and also for module combinations – these explain what questions the tool is attempting to answer at each step and what dataset it is using in order to find the answer – hopefully these allow for transparent decision-making. It means the user can go in and correct or change the weighting for a choice if that is important or equally not relevant for a region or location.
* Scenario choices that the tool promotes are maximum environmental benefit, or best cost-effectiveness outcomes (for whichever environmental modules and sub-choices the user wants). The tool can be run to address specific targets such as pollution reduction – for nitrogen, or phosphorus etc, or to secure carbon gains or meet “net zero” targets, as examples. The tool can run from a specific GIS layer defining “area of interest” for intervention, or the user can set a project cost, or define a size of land area take for a project and the tool will generate best fit outcomes to meet those targets or choices. More complex analyses can be run by a more advanced user, for example to understand offset mitigation requirements for housing, to deliver a nutrient target, within a travel time zone.
  + The LUCT calculates the ££cost and environmental changes for every potential new habitat or woodland option for every CROME land parcel. These are aggregated as an output for every scenario run. Environmental change is often positive beneficial change, but there are metrics in the tool that show negative impact and therefore trade-off consequences (e.g. for water resources, particularly).
* Cost-benefit metrics are calculated for every scenario, including the total benefit and cost-benefit of the chosen conversion scenario, the economic opportunity cost of lost food production, the extent of different land use grades or crop types “consumed” by the conversion. Costs include habitat or woodland creation capital costs, maintenance and income foregone from food production. Benefits include estimates of pollution reduction, flood damage averted, carbon sequestration, green house gas emissions avoided etc. The metrics place the recommendations into real-world context.
* For every scenario a user chooses, there is an automatic output that shows how well that scenario performed against what else might have been achieved, if the user had chosen differently (i.e. optimised). It enables the user to compare their choices against counterfactuals (over 50 different benefit metrics and costs).
* **All tool SCENARIO outputs are compared against the outcome that might have been achieved if more optimised choices or preferences had applied – this is a Unique Selling Point – it allows the user to explore how to deliver better outcomes** with the next iterations. The idea was to drive the user to try and improve on their scenario performance through a next iteration or scenario choice through the tool. It could mean achieving better biodiversity connectivity, or better flood risk outcomes (perhaps when these were not the original scenario choices) and also demonstrating that those could be achieved through different locations but for same cost.
* **There is an extensive list of constraints within the tool,** including Defra national constraints from the ELM dataset, supplemented by many further EA datasets. The user has choices to run scenarios that constrain habitat and woodland creation to particular Agricultural Land Class grades, for example. The user can pick or choose any combination of the further constraints to apply, or can also add additional local datasets for further constraints that might be more accurate than existing national layers or are not already available within the tool.
  + There are sub-module choices for many of the environmental modules. For example, the water-based modules have a sophisticated representation of flow pathways and connectivity. The user can choose specific pollutants (N, P sediment, FIOS) as well as specific travel pathways for pollutants, also travel times.
  + The tool generates both relative risk scores (which it uses to optimise scenario choices) and also output benefit metrics (e.g. emissions avoided, biodiversity net gain, or flood damages avoided, for example) for each module.
  + The tool can be used to generate land use choice scenarios using both the scoring engine and the benefit metric engine, which means it can be used to identify land take or achievement towards some Defra Environmental Improvement Plan targets, including net zero and pollution reduction, for example.
* The tool relies on and is run from nationally available datasets but **can also substitute, incorporate and/or run from local datasets** where these provide better or additional information.
* It has flexibility for the user, who can set priorities, but choices are rated against combined multiple outcomes based upon the intervention logic established within the tool.
  + The tool operates at regional to local scale currently. The intention is to scale up to national coverage, initially, and potentially a national-scale model.
  + The tool runs in C-sharp (programming language) but is set up with a User Interface and Standard Outputs so that programming or modelling ability is not required by the basic user. Advanced users can currently access and amend some components of the model code.
* The current outputs are spreadsheets which can be represented in GIS or mapped format. Post-processing codes also allow for the routine summary of data into tables and graphs.
  + The tool remains a prototype, it is not yet publically available. It has been tested currently in Solent region, Skell and Poole Harbour catchments.

Unique Selling Points (from EA perspective, happy to be corrected!) are:

* LUCT can deliver analysis of both national and local data and build scenarios **enabling national and local partnership and stakeholder engagement** around land use choices that will support decisions about the future Land Use Framework.
* LUCT **supports the selection of real life choices for habitat and woodland creation on the ground** to maximise the delivery of direct environmental targets
* The decision logic within the tool is explicit and allows for transparent decision-making
* **The LUCT metrics** demonstrate the costs, benefits and impact / direction of change for each environmental policy outcome.
* The metrics **can be used to define the extent of environmental change towards** a number of **Environment Improvement Plan targets**. We have demonstrated this in Solent scenarios, calculating the land take required to deliver 40% nitrogen and phosphorus reduction targets, net zero targets, contribution to biodiversity habitat and woodland extent targets. We have also evaluated further programmes including the impact of projected housing development for Nutrient Neutrality offset mitigation; and delivery of the Judicial Review consent order requirement for evidence to demonstrate if Favourable Condition status can be met for the marine Solent Natura 2000 sites.
* It has flexibility for the user, who can set priorities, but choices are rated against combined multiple outcomes.

**Annex B: List of products in the land use / land management space**

|  |  |
| --- | --- |
| **Name of model** | **Developed by:** |
|  |  |
| **ADVANCES** | ADVANCES project (https://landscapedecisions.org/advances/) led by Andrew Lovett (a.lovett@uea.ac.uk). Models developed by several team members, particularly at the University of Exeter and University of Southampton. |
| **ADVENT/NEV** | ADVENT Project (https://ukerc.ac.uk/research/advent/) led by Andrew Lovett (a.lovett@uea.ac.uk). Model developed at University of Exeter by Brett Day and colleagues (brett.day@exeter.ac.uk) |
| **AES-Connectivity** | ADAS - Dave Skirvin |
| **ALERT (Agricultural Land Environmental Risk Tool)** | Environment Agency (Antony Williamson) |
| **ASSET** | UKCEH (John Redhead) |
| **BELUC (Bayesian Estimation of Land-Use Change)** | UKCEH, Peter Levy, plevy@ceh.ac.uk |
| **BESTMAP-ABM** | University of Leeds (Guy Ziv, Jiaqi Ge, Chunhui Li) |
| **BioGrowForFor - generalized bioenergy crop model outputs yield, energy, BECCS potential, env impacts of water deficit, soilC** | University of Aberdeen: Astley Hastings, Anita Shepherd, and research group |
| **Carbon calculator for wind farms on Scottish peatlands** | University of Aberdeen(UoA), The James Hutton Institute(JHI) Dali Nayak (UoA), Jo Smith(UoA), Pete Smith(UoA), David Miller (JHI) , Andrew Nolan(JHI) |
| **CARDAMOM-DALEC** | UK National Centre for Earth Observation and University of Edinburgh. Contact: Prof Mathew Williams, mat.williams@ed.ac.uk |
| **CCAFS-MOT - mitigation option tool for greenhouse gas emissions** | University of Aberdeen: Dali Nayak, Sylvia Vetter, Diana Feliciano, Jon Hillier |
| **CELMA** | University of Kent - Prof Bob Smith (r.j.smith@kent.ac.uk) |
| **City Explorer Toolkit** | UKCEH (Laurence Jones, LJ@ceh.ac.uk) |
| **Cool Farm Tool - greenhouse gas calculator** | University of Aberdeen: Jon Hillier |
| **CRAFTY-GB** | Land Use Change & Climate Research Group, Karlsruhe Institute of Technology. UK CEH.University of Edinburgh. Contact: Calum Brown, calum.brown@kit.edu |
| **CRAFTY-GB** | UKCEH, Edinburgh University, Karlsruhe Institute of Technology (Germany) and Forest Research |
| **DAYCENT** | Colorado State University, https://www2.nrel.colostate.edu/projects/daycent/ |
| **Deer damage tool** | University of Southampton and Forest Research (r.spake@reading.ac.uk) |
| **DenitrificationDecomposition model (DNDC)** | Uinversity of New Hampshire, Jia.Deng@unh.edu |
| **dynatop** | Lancaster University |
| **EcoSISTEM** | University of Glasgow, Richard Reeve, Richard.Reeve@glasgow.ac.uk |
| **ECOSSE** | University of Aberdeen, environmental modelling group (Jo Smith, Mike Martin, Mark Richards) |
| **ELM Uptake Model** | DEFRA |
| **e-planner** | [E-Planner | ASSIST (ceh.ac.uk)](https://assist.ceh.ac.uk/e-planner) |
| **ERAMMP Integrated Modelling Platform** | Consortium led by UKCEH (Paula Harrison, paulaharrison@ceh.ac.uk) |
| **Evaluating the social impacts affecting AES delivery - LM0478** | Natural England, Defra ELM, Catchment Sensitive Farming |
| **EVAST** | DEFRA funded Consortium led by UKCEH (Robert Dunford-Brown, rdunford@ceh.ac.uk) |
| **FABLE-UK and FABLE-Wales Calculators** | Consortium led by UKCEH and Oxford University (Paula Harrison, paulaharrison@ceh.ac.uk) |
| **GB Land system Archetypes** | UKCEH (point of contact - Cecily Goodwin) and Rothamsted Research |
| **GHGTool (not finalised)** | UKCEH (Paul Evans; paueva@ceh.ac.uk) |
| **Joint Deep Learning (JDL)** | Ce Zhang, Peter Atkinson, Centre of Excellence in Environmental Data Sciece, Lancaster University; c.zhang9@lancaster.ac.uk |
| **Land Use Choices Tool (LUCT)** | ADAS (Daniel Hobley) for Environment Agency (Kirsten Foot) |
| **Land Use GHG attribution model** | University of Aberdeen: Astley Hastings and research group |
| **Land-360** | [https://www.fera.co.uk/land360-land-management](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.fera.co.uk%2Fland360-land-management&data=05%7C01%7Ckirsten.foot%40environment-agency.gov.uk%7C8deef0b4f9734662006808db87747369%7C770a245002274c6290c74e38537f1102%7C0%7C0%7C638252706438205629%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=MXArY5MHoowh0qk1p2wiLuGGAhxml%2FZMaYgulzT%2BfMA%3D&reserved=0) |
| **LandApp** | [Home - Land App (thelandapp.com)](https://thelandapp.com/) |
| **Land-sharing/sparing landuse scenarios** | RSPB - Dr Tom Finch (Tom.Finch@rspb.org.uk) |
| **Leeds NFM - Catchment Screening/Landowner Engagement Tool** | Mott MacDonald Consultants (Paul Millward) EA Contact Richard Hartley |
| **Living England** | Natural England; anne.stefaniak@naturalengland.org.uk or becky.trippier@naturalengland.org.uk |
| **MiscanFor - bioenergy model outputs miscanthus genotypes yield, energy, BECCS potential, env impacts of water deficit, soilC** | University of Aberdeen: Astley Hastings, Anita Shepherd, and research group |
| **N14CP** | Lancaster University, Prof. Jess Davies, jess.davies@lancaster.ac.uk |
| **National Scale Systematic Conservation Planning** | Unviersity of York - Dr Colin Beale (colin.beale@york.ac.uk) & Dr Charles Cunningham (charles.cunningham@york.ac.uk) |
| **Natural Capital Data Discovery Tool** | Environment Agency (Alice Crouch) |
| **Natural Capital Register & Account Tool** | Environment Agency (Natasha Lombino) |
| **Natural Environment Valuation Suite** | Land Environment Economics and Policy Institute, University of Exeter | Christopher Lee c.lee2@exeter.ac.uk |
| **NEV (Natural Environment Valuation) model [also NEVO; NEV Online]** | Lead Developer: The Land Environment Economics and Policy Institute (LEEP), University of Exeter Business School. Contact: Brett Day (brett.day@exeter.ac.uk) and Ian Bateman (i.bateman@exeter.ac.uk). Collaborators include The University of Aberdeen (Prof Astley Hastings); Forest Research (James Morison); JNCC (Emma Wright); UCL (Prof Richard Pearson). However NEV has been developed over more than a decade and has benefited from multiple collaborations so we apologise for any omissions - they are entirely unintentional. |
| **NZST (Net Zero Systems tool)** | BEIS (Jones3, Adam) <Adam.Jones3@beis.gov.uk> |
| **ORATOR** | University of Aberdeen: Jo Smith, Mike Martin, Dali Nayak |
| **ORVal (the Outdoor Recreation Valuation model)** | Lead Developer: The Land Environment Economics and Policy Institute (LEEP), University of Exeter Business School. Contact: Brett Day (brett.day@exeter.ac.uk) |
| **Oxford to Cambridge Natural Capital & Ecosystem Services Maps** | Environment Agency (Ceri Lewis) |
| **PLUM / LandSyMM** | University of Edinburgh & Land Use Change & Climate Research Group, Karlsruhe Institute of Technology. Contact: Peter Alexander, peter.alexander@ed.ac.uk |
| **poll4pop** | UKCEH (Emma Gardner) |
| **PopFor - bioenergy model outputs SRC Poplar yield, energy, BECCS potential, env impacts of water deficit, soilC** | University of Aberdeen: Astley Hastings, Dagmar Henner, and research group |
| **PREDICTS-CRAFTY** | Natural History Museum, London Victoria Burton v.burton@nhm.ac.uk |
| **RSPB Land Use Scenarios Project (LUSP)** | Dr Tom Finch (RSPB) tom.finch@rspb.org.uk |
| **SalixFor - bioenergy model outputs SRC Willow yield, energy, BECCS potential, env impacts of water deficit, soilC** | University of Aberdeen: Astley Hastings, Dagmar Henner, and research group |
| **Saltmarsh, Seagrass and Native Oyster Bed Restoration Potential Maps** | EA (seagrass and oyster layers); EA & MMO (saltmarsh/mudflat)  Main contact: Ben Green |
| **Scottish community landscape decision making framework** | • Innovation School, The Glasgow School of Art: Dr Lynn-Sayers McHattie, Dr Cara Broadley, Zoe Prosser  • Belfast School of Art, University of Ulster: Dr Brian Dixon |
| **Scottish Government Agricultural Land Use Change Model** | Scottish Government david.mckean@gov.scot |
| **SFARMOD** | Originally Silsoe Research Institute, now Cranfield University |
| **SwitchFor - bioenergy model outputs switch grass geotypes yield, energy, BECCS potential, env impacts of water deficit, soilC** | University of Aberdeen: Astley Hastings, Yanmei Liu, and research group |
| **System Dynamics Land Use model** | SIFT - CSAO in Defra (katie.manning@defra.gov.uk) |
| **Systematic Conservation Planning for LNRS** | Biodiversify Ltd - Dr Sam Sinclair (sam@biodiversify.org) and University of Kent - Prof Bob Smith (r.j.smith@kent.ac.uk) ; |
| **Woodland and Water Resources Model** | Forest Research and CEH. EA contact is Sean Arnott |