

Our Ref: WRMP24/CC

Your Ref:

Date: 17 June 2022

Dear Sir/Madam,

**Contract Ref:**

**Contract Title: WRMP24 – Climate Change Assessment**

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 16:00 on 30 June 2022

[OCS\_WR@environment-agency.gov.uk](mailto:OCS_WR@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

Emily Thorpe

Title: WR Advisor

E-mail: Emily.thorpe@environment-agency.gov.uk

Telephone: 07825 195981

**The Environment Agency**, Red Kite House, Wallingford, OX10 8BD

***Please delete this page before issuing the document to suppliers***

**Guidance**

This is the RFQ pack template to be sent out to suppliers. Please complete your Procurement Plan before proceeding at this stage.

All content in red is to be edited. Instructions in red need to be deleted before issuing. Please read through the guidance throughout this document carefully.

Below is a short summary of the sections and which ones will require your attention.

**Section 1**

Outlines the Environment Agency’s background and ethics. You do not need to complete any part of this section aside from the contract reference and title.

**Section 2**

Give a summary of your requirement. Outline the process that you will go through to award the contract from the point of view of what the potential suppliers need to know.

You also need to confirm the terms and conditions that will govern the contract, confirm the contact for queries and set out the key procurement and contract timescales.

**Section 3**

Insert the evaluation criteria and weightings that will be used to assess the suppliers’ bids. This section also advises suppliers what scoring methodology will be used.

**Section 4**

Requires you to tell suppliers what information you want them to return as part of their bids. Insert the specification for your requirement. This will be heavily informed by the plans and documents you have created outlining your requirements and deliverables.

**Section 5**

Insert the specification for your requirement. This will be heavily informed by the plans and documents you have created outlining your requirements and deliverables.

**Section 6**

Provide information on how the contract will be managed. You also need to advise how frequently you want to be invoiced under the contract.

**Section 7**

Sustainability considerations, no input is required

**Section 8**

Additional contract information for the prospective suppliers. No input is required.

**Appendix A**

Choose the pricing schedule you will use to capture the suppliers’ costs. Some examples are included in Appendix A. However, you can also create an alternative price schedule if none of the examples suit your requirement. Once the RFQ has been issued, the supplier will set out their costs in the pricing schedule and will return with their bid.

**Appendix B**

You must complete the “Held by Environment Agency” table if you will be giving the awarded suppliers access to our information or data. The Prior Rights Schedule also needs to be completed by suppliers if they are going to give us access to their intellectual property over the lifetime of the contract.

**Appendix C**

The supplier’s acceptance of the terms and conditions – to be signed and completed by the supplier.

**Request for Quotation**

**Ref: WRMP24/CC**

**Title: WRMP24 – Climate Change Assessment**

**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 Water Resources Management Planning (WRMP) process is a Government-owned, statutory process aimed at ensuring water companies plan to maintain the security of water supply to customers as sustainably as possible, taking account of social and environmental impacts, uncertainty and risks as well as economic costs.

The Environment Agency’s role in this process is to guide and influence water companies in producing their plans and to advise Government on the quality and reliability of these plans.

We are also a statutory consultee on WRMPs and need assess the impact of the plans on activities that the Environment Agency is responsible for, including:

* water quality and water resources management and regulation
* managing the risk of flooding from main rivers, reservoirs, estuaries
* regulating major industry and waste
* treatment of contaminated land
* fisheries
* inland river, estuary and harbour navigations
* conservation and ecology

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a period of no more than 3 months to end no later than 24 March 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.

**Please ensure you attach a copy of the terms and conditions to the appendices before issuing this RFQ.**

This contract shall be managed on behalf of the Agency by **Emily Thorpe** [**emily.thorpe@environment-agency.gov.uk**](mailto:emily.thorpe@environment-agency.gov.uk)**)**

## Contact Details and Timeline

Emily Thorpe 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.

Email: [emily.thorpe@environment-agency.gov.uk](mailto:emily.thorpe@environment-agency.gov.uk)

Telephone: 07825 195981

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

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Supplier responses for Request for Quote | 15 July 2022 |
| Evaluation of Request for Quote submissions | 25 July 2022 |
| Award of contract | 1 August 2022 |
| Likely duration of work | 10 October – 16 December |
| Project/Contract end date | 7 January 2023 |

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%

**Quality sub-criteria (Total 40%)**

* Understanding of project scope and requirements – 10%
* Demonstrating relevant personnel, skills and experience for this project – 10%
* Proposed approach - 10%
* Timescales – 10%

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

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

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 |

**Please note the above scoring methodology is mandatory and must not be altered in any way.**

**Section 4**

**Information to be returned**

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

1. 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 CVs of your key personnel
* details of how you propose to maintain continuity of personnel
* details of your experience of carrying out similar contracts recently
* your approach to sustainability and health and safety

1. Please provide details of your proposed approach including:

* your approach to reviewing and analysing water company’s Climate Change assessments
* timescales for providing the answers to questions and the support required
* how you will contact and work with Environment Agency teams
* your approach to checking and reviewing answers and ensuring that results are comparable and can withstand external scrutiny
* your approach to reporting and providing information so it can be easily used by Environment Agency teams
* set out any potential conflicts of interests. Where there are any conflicts of interest, also explain how you will manage the contract to resolve and overcome any conflicts of interest whilst enabling delivery of the agreed products.
* how you will ensure the confidentiality of the draft plans and your review as some information will be commercially confidential and/or nationally sensitive

**Section 5**

**Specification**

# Background to the Requirement

The Water Resources Management Planning (WRMP) process is a Government-owned, statutory process aimed at ensuring water companies plan to maintain the security of water supply to customers as sustainably as possible, taking account of social and environmental impacts as well as economic costs.

Our role in this process is to guide and influence water companies in producing their plans and to advise Government on the risk to environment and society.

Water companies will submit their draft water resources management plans (dWRMP) to regulators in October and will publicly consult on them over the autumn and winter.

We provide guidance for water companies to follow in compiling their WRMPs. Working with Ofwat, the Environment Agency has produced the following piece of guidance relevant to this work:

* [Water resources planning guideline](https://www.gov.uk/government/publications/water-resources-planning-guideline) (WRPG)

ADD

# Specific Objectives/Deliverables

1. Analyse the approach water companies have taken to assessing climate change impacts on their supply forecasts to ensure they comply with the water resources planning guideline to provide a robust assessment of climate change. This includes reviewing the approach of both surface- and groundwater assessment of supplies. The consultant is asked to produce a consistent analysis as agreed with the Environment Agency to assess each specified water company climate change impact on supply forecast.
2. The analysis should include analysis of the approach and method used by the water company for the following:

* a review of vulnerability assessments and comment on alignment to guidance set out in the guideline and supplementary note on climate change (If there is any deviation from our guidance, highlight this and provide a view on whether this deviation is appropriate)
* changes in approach and climate change impacts from WRMP19 (information to be provided in advance)
* how climate change has been used to inform the calculation of target headroom
* an assessment of how much the water company considers that climate change has already occurred, including a review of scaling factors used
* the overall impact of climate change on the supply forecast
* how the company’s approach to climate changes has affected option

selection.

* how the different companies have approached the question of defining 1 in 500
* possible improvements to the approach

1. Provide a technical support mechanism for Environment Agency staff to ask any climate change questions related to the WRMP.

**4. Products**

The main output of the project is an evidence-based report for each company that gives a clear view on whether the approach meets our guideline/guidance and (if/where it doesn’t).You should produce:

We will agree at the start of the tender the number of companies in 1. and 2.

1. An evidence based report that is no longer than two pages on each water company specified by the Environment Agency, indicating how robust the water company approach, compliance with the guideline (including the supplementary note) and impact of climate change on supply forecast and any proposed supply options. This should set out clear recommendations for improvements in water company approach (to be achieved either before final WRMP19 or WRMP2024, depending on the issue). This should also provide clear answers to specific questions that will align with a checklist that we issue our technical staff with, in order for them to carry out their detailed assessment without duplication of effort.
2. A more detailed briefing of 6 pages where the initial analysis indicates further work is needed or we deem the company to be at a higher risk.
3. A national summary of the impact of climate change on forecast water supply and climate change vulnerability. The overall length of this report will be dependent on the number of company approaches assessed.
4. Recommendations for updates to the water resources planning guideline and WRMP tables relating to climate change impacts on supply forecasts and impacts on future options.
5. Where specified below, you may need to provide verbal briefings to the Environment Agency via webinars or at workshops. Attendance will be agreed in advance with the Environment Agency.
6. A contact plan to show how you will keep water resources planners informed with your findings and analysis results.

### 

### Timescales/Deadlines

**Major Milestones**

|  |  |
| --- | --- |
| Date | Activity/Deliverable |
| September 2022 | Start-up of the project with initial meeting to agree proposed methodology and deal with any questions/outstanding scope steer |
| 3 October | Water companies submit draft water resources management plans to Environment Agency |
| 10 October | Environment Agency to provide contractor with draft plans and supporting reports |
| w/c 17 October | Initial-review discussion with Environment Agency to determine any changes to approach required, issues arising etc. |
| 25 November | Provide draft summary reports to Environment Agency. |
| 2 December | Draft review summaries provided to Environment Agency |
| w/c 5 December | Calls with Environment Agency water company leads to discuss review findings (max. 5 x 1 hour calls) |
| 9 December | Provide final review summaries to Environment Agency |
| 16 December | Ad hoc queries complete |

### Skills of Personnel Required

You should provide evidence that demonstrates your ability to perform all of the above tasks to a high standard. You should provide details to demonstrate that you have excellent knowledge and understanding of water resources management planning, water supply forecasting, and the assessment of and impacts of climate change. You should also have a good understanding of the water industry and the Environment Agency, and preferably have undertaken assessments before.

You should demonstrate that you have excellent analytical and communication skills and are able to:

* understand and analyse complex data related to water resources planning and climate change in particular
* understand the latest water resources planning guidance and UKCP climate change assessment methodologies
* present key facts of findings in a concise and graphic manner
* be able to appropriately explain the outcomes of your assessment with a variety of Environment Agency staff with different levels of climate change expertise.

**Section 6**

**Contract Management**

This contract shall be managed on behalf of the Agency by **Emily Thorpe**

The contract will be managed by the project manager through regular telephone conversations and emails, these will be at least every 2 weeks.

The initial contract is for a period of three months with the option for the Environment Agency to extend if required.

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

The contractor will be expected to work from a flexible location. Planned expenses must be allowed for in the contract price and any additional expenses must be agreed in advance with the project manager on a case by case basis.

The supplier should invoice the Environment Agency immediately after each stage of the project as agreed with the project manager. Agreed, additional expenses must be itemised separately on the relevant invoice.

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 when the invoice is submitted for payment. 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

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT

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

**Please remove the pricing schedules you do not require.**

**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)

**Example 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Title/Grade** | **Day Rate** | **No of Days** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total** |  | £ |  |

**Example 2**

Please detail your task costs in the table below.

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

**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** |  |

**Discounts, rebates and reductions**

Please detail below any discounts, rebates and other reductions you are prepared to offer and the basis of those incentives

|  |  |
| --- | --- |
| **DESCRIPTION** | **AMOUNT**  £ |
|  |  |
|  |  |
|  |  |
| **TOTAL** |  |

**Total Overall Cost**

Please detail the total fixed cost for the project

|  |  |
| --- | --- |
| **ITEM** | **TOTAL AMOUNT**  £ |
| **Staff Costs** |  |
| **Other Costs** |  |
| **Discounts/reductions** |  |
| **TOTAL Overall Cost** |  |

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

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

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**

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

**Please ensure you attach the terms and conditions before issuing to suppliers.**

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

Name

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

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

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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