

Our Ref: 221018/EB2022/T501/GT
Your Ref:

Date: 18 October 2022

Dear Sirs,

Contract Ref: EB2022/T501/GT
Contract Title: Geoscience Training (Groundwater Hydraulics)

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 addresses by midday Friday 4th November 2022. Please include "RFQ Groundwater Hydraulics" within the subject title.

E-mail 1: phil.stewart@environment-agency.gov.uk

Email 2: james.watson@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 (from 31st October) or James Watson.

Yours sincerely,

Phil Stewart
Technical Advisor (Groundwater)

E-mail: phil.stewart@environment-agency.gov.uk
Telephone: 07802 533990

Request for Quotation

Ref: EB2022/T501/GT

Title: Geoscience Training (Groundwater Hydraulics)

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 Environment Agency is responsible for regulating a range of activities that affect the environment, people and the economy - from large industries to small companies and individuals.

Many of these activities can and have the potential to impact the quantity and quality of groundwater. As a result, we need robust training to help equip our regulatory officers with the tools required to assess the risk of these activities, so they can provide proportionate technical advice. Groundwater officers are often asked to provide technical advice across a range of activities which could impact groundwater quantity and quality.

The Environment Agency employs a significant number of technical staff and regulatory officers who have a responsibility to ensure activities are being undertaken in accordance with relative legislation. To assist in this regard, the Environment Agency provides training to these employees, ensuring they are appropriately trained and knowledgeable in the processes and activities we regulate.

Contract Length

It is anticipated that this contract will be awarded to one supplier for an initial period of just over 2 years, to end no later than 31/03/2025. 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 E) shall apply to this contract.

This contract shall be managed on behalf of the Agency by Phil Stewart.
phil.stewart@environment-agency.gov.uk.

Contact Details and Timeline

Phil Stewart or James Watson 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.

Please provide responses via email to phil.stewart@environment-agency.gov.uk and james.watson@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	4 th November 2022
Evaluation of Request for Quote submissions	18 th November 2022

Award of contract	21 st November 2022
Project/Contract end date	31 st March 2025

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.

Non-Price Criteria	<i>Weighting</i>
Proposed Methodology	40
Skills and Experience in Geoscience training, development and delivery	30
Programme of Work to deliver tasks	20
Sustainability	5
Social Value	5

Proposed Methodology

The training provider will be expected to deliver sessions with practical activities and discussion of real problems encountered by delegates. The successful training provider will then deliver the training courses in an interactive, interesting and engaging style. We encourage the use of pre and post coursework, in particular where specifically required in order to prepare delegates for the virtual or classroom sessions. The methodology will need to ensure the course content is delivered in an engaging and easy to understand manner. The training provider should seek to draw on their experience of groundwater hydraulics to add value and content.

A recent internal review of Geoscience training identified each course should be structured so elements can be taken individually or as a sequence. The four course elements are illustrated in the figure below.

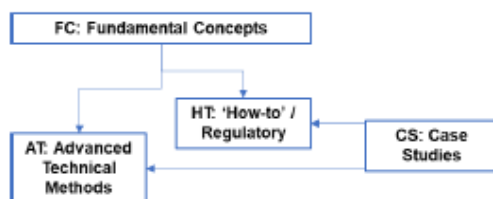


Figure 1: Elements of a Geoscience training course and how they link.

Elements of the course covering fundamental concepts could be pre-requisite learning for other parts of the course. What this could mean is the fundamental concept part of the course is available as self-study or short online learning prior to the more involved advanced techniques part of the course, where contact with a skilled expert is most useful. In practice this may mean a course is comprised of many individual learning units, e.g. a video or reading material and exercises covering a certain topic, with each course element comprising of a number of units. Attendees can then follow either or both the advanced technical or how to/regulatory elements, both of which can use the same case study material helping to support engagement and understanding between different areas of the organisation. The

table below highlights different modes of learning which could be used to deliver the various course elements.

We are currently developing further guidance to help training providers understand the limitations and opportunities of different modes of learning. Given the blended learning nature of the proposed courses thought should be given to how learning units will be presented to ensure learning is most effective. A summary table from this developing guidance can be found in Appendix F.

Table 1: Course elements and mode of learning

		Modes of learning		
		1 Self-study	2 Online sessions	3 Classroom sessions
Course elements	Fundamental concepts (FC)	FC-self	FC-online	FC-class
	Advanced technical methods (AT)	AT- self	AT-online	AT-class
	'How to' / regulatory (HT)	HT- self	HT-online	HT-class
	Case studies (CS)	CS- self	CS-online	CS-class

We would like the training provider as far as reasonably possible to develop their proposed methodology to follow the above structure. To help provide some guidance a potential course structure is identified in the table below. We would like the course to follow the blended learning principles identified in the Geoscience review as closely as possible. The review identified this Groundwater Hydraulics course as suited to include three core elements: Fundamental Concepts, Advanced Techniques and Case Studies.

Table 2: Potential structure of the Groundwater Hydraulics course

Code ¹	Course title	Element-mode of study ²	Content	Study method / duration ³	Approx. total course length
GT06	Groundwater Hydraulics	FC-self	Existing T501 material, updated	20 hours	7 days
		FC/AT/CS-online		12 hours tutorials	
		AT/CS-class		3 days classroom	

Currently the Environment Agency supports MS teams as the preferred online video conferencing software.

Delivery must be undertaken with due regard to diversity, equality and inclusion. This may include:

- adjustments to course materials to make them accessible to delegates with particular needs;
- use of inclusive imagery;
- avoidance of bias in discussion.

Skills and Experience

The training provider will be expected to deliver, maintain and produce materials (where required) that demonstrate excellent understanding of the subject.

The training provider will need to demonstrate their expertise in the areas of:

- Hydrogeology
- Groundwater Hydraulics
- Recent experience of carrying out similar contracts.

Programme of Work

The training provider should provide a programme of works detailing how they will meet the project objectives including delivery of the tasks to required timescales.

Sustainability

The Agency has set itself challenging commitments and targets to improve the environmental, economic and social impacts of its estate management, operation, and procurement. These support the Government's green commitments. The policies are included in DEFRA's sustainable procurement policy statement published at:

<https://www.gov.uk/government/publications/defra-s-sustainable-procurement-policy-statement>

Within this context, please briefly explain your approach to delivering the services and how you intend to reduce negative sustainability impacts. Please discuss the methods that you will employ to demonstrate and monitor the effectiveness of your organisation's approach for this requirement.

Social value

The Agency would like to see what additional activities to support professional development and educational attainment relevant to the contract can be delivered. This should include training schemes that address skills gaps and/or result in recognised qualifications, and/ or demonstrate actions to identify and tackle inequality in employment, skills and pay in the contract workforce.

The criteria listed above will be assessed on a 0 to 10 scoring 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

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).
- Proposed programme of works.
- Answers for Evaluation (Appendix D)

Section 5

Specification

1. Background to the Requirement

For over 10 years, the Environment Agency successfully delivered a Groundwater Hydraulics course to over 100 staff, mainly working in Area Groundwater and Contaminated Land teams. The course was delivered face-to face in a classroom environment, with 8 days of teaching spread over 3 separate learning modules. The onset of the Covid-19 pandemic put a hold on the delivery of training, and contracts for the course delivery expired.

In this post-pandemic era, course delivery now needs to adopt a fundamentally different approach, with an emphasis on 'blending learning'.

This module is aimed at EA staff whose role requires them, or may in future require them, to have an understanding of groundwater hydraulics. This may be in connection with a wide variety of activities, including the following:

- evaluating or reviewing the water resources availability status of groundwater management units, as part of the Catchment Abstraction Management Strategies or Water Framework Directive processes
- dealing with issues connected with aquifer designation maps and source protection zones
- understanding contaminant transport and implementing the source-pathway-receptor concept
- processing of applications and evaluation of technical reports on landfill and waste disposal issues.

Technical Development

We have a Technical Development Framework (TDF) in place to ensure staff are sufficiently technically competent. The TDF is a tool to help employees and managers identify and develop technical skills. The groundwater TDF covers a range of capabilities including multi-dimensional conceptualisation. This training course is ideally suited to help staff develop in this capability. The training course is not a specific criterion to meet a capability level, however it should provide a very good foundation for staff to develop from.

- **Level 1 – Novice / Aware** – has a rudimentary knowledge at an awareness level but would not be able to make a contribution in this work area. Essentially a novice would rely on procedures, manuals, their manager or other team members for guidance and instruction.
- **Level 2 –/ Basic knowledge** - has a basic knowledge, enough to be contributing in this work area, but with supervision.

- **Level 3 – Confident** – able to work unsupervised, has a pre-requisite knowledge essential to perform effectively and consistently on a day to day basis without supervision.
- **Level 4 - Specialist / local expert** – is particularly knowledgeable in this work area, someone others go to for help and advice.
- **Level 5 – Expert** – has a real depth of knowledge in this work area. Widely regarded as a leading authority, someone others can learn from (e.g. acting as a mentor). They are frequently used as a primary consultee by both internal colleagues and external customers.

The Foundation Concepts part of this course should include content to help support officers development across levels 1 and 2. Whereas the Advanced technical methods and case studies part of the course should complement an officer's development towards level 3. A copy of the multidimensional conceptualisation TDF is available on request.

Why do we need this training module now?

As stated above, a Groundwater Hydraulics module has previously been delivered in a classroom environment to over 100 EA staff. The existing training materials (PowerPoint slides, problem exercises and answers) are available for use. However, there is now a need to revisit these materials and consider how the course can be delivered to take advantage of new methods of delivery and approaches developed during the recent covid pandemic. Following a recent review into the content, provision and method of delivery for our geoscience training, this training course is seen as a priority. For context the graphic below demonstrates where this course would fit in a revamped modular suite of geoscience training courses.

Geoscience Training Programme

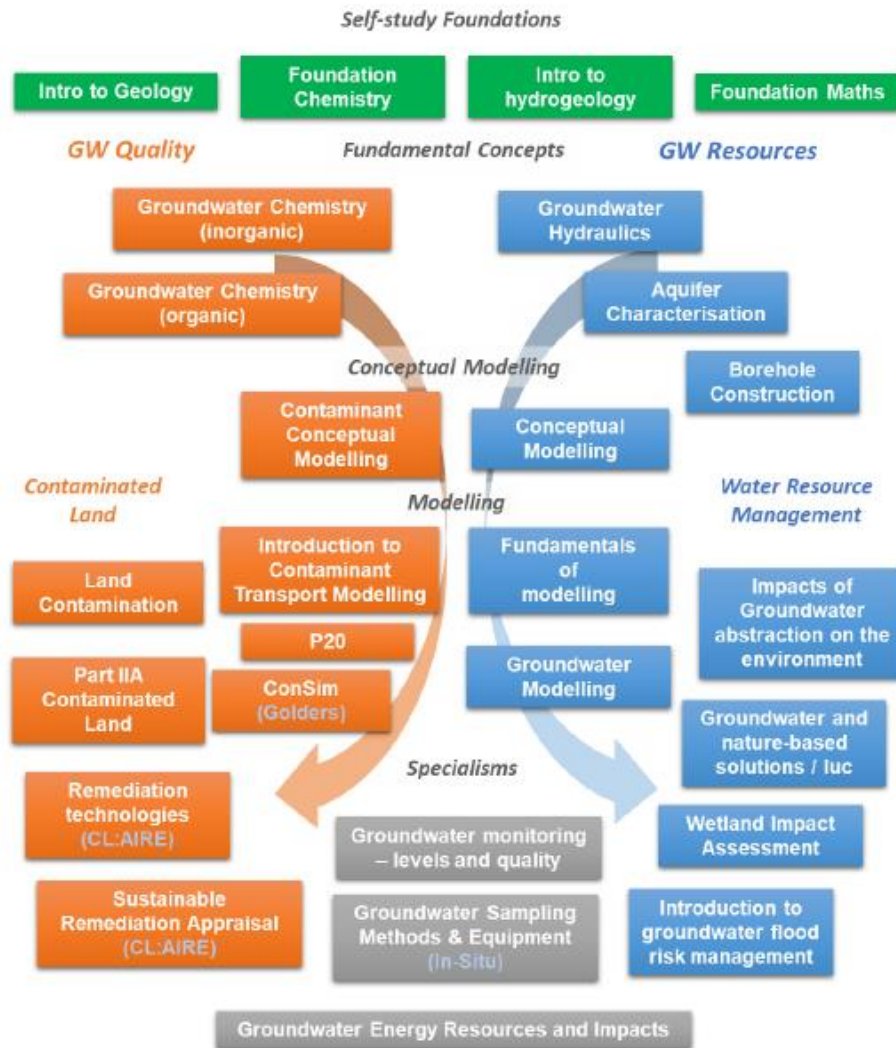


Figure 2: Proposed Geoscience training structure

2. Specific Objectives

The main aims are as follows:

- To produce engaging and graphical training material to provide a fundamental understanding of the importance of groundwater hydraulics when analysing complex three-dimensional groundwater resources and quality problems.
- To produce and deliver a training course following the methodology highlighted by our recent review of geoscience training.
- To provide engaging post-course material which can be used by individuals or groups of staff in their own time. This could be in the form of workbooks/guided slide packs across real or hypothetical situations. The material will highlight how an understanding of groundwater hydraulics is critical to the evaluation of complex groundwater problems.
- To train staff in groundwater hydraulics to aid their development and competence in risk-assessing regulatory activities and potential incident response.

In order to meet these aims we have some key learning objectives, where following attending the course candidates should be able to:

- explain the physical principles of, and the factors that control, water movement in general and groundwater movement in particular
- calculate groundwater fluxes and speeds of movement under a variety of hydrogeological conditions
- explain the mechanisms of groundwater storage and calculate the volumes of usable groundwater in defined volumes of aquifer
- describe the major causes of water-level fluctuations in aquifers and the properties that can be deduced from them
- describe a range of techniques for measuring hydraulic properties on differing scales and make sensible selections of which techniques to use
- measure hydraulic conductivity in the laboratory
- deal with horizontal and vertical flow through layered systems of beds and obtain 'averages' of hydraulic conductivity in such settings
- understand the influence of anisotropy and heterogeneity on flow directions
- understand the concept of equipotentials in field settings, including flow to wells, and sketch simple flow nets in isotropic media
- use field data of water levels in wells and piezometers to draw contour maps of water tables and potentiometric surfaces and interpret the results
- explain the role of groundwater and the directions of groundwater movement in the hydrological cycle
- describe the principles of an aquifer test
- analyse and interpret aquifer tests for simple confined aquifer environments.

Following a Geoscience training review we have a good understanding of the training needs of our staff. We understand that people learn in different ways, and blending a mixture of Self-study, Online Sessions and Classroom sessions can help ensure the training is engaging and accessible for all. We have the provision to request pre-and post-work as part of a training course. We would like the course material to follow the blended learning principles identified in the Geoscience review as closely as possible. Our preferred video conferencing facility is via MS teams.

3. Tasks/Deliverables

To help define the tasks of the project here is a summary of the anticipated tasks and deliverables:

Task 1 – Development and design of the course content

Summary of deliverables:

- Start up and progress meetings as required.
- Delivery of course content split into learning units.
- Updated and revised Module Handbook
- Case study material covering real or hypothetical groundwater hydraulics examples scenarios. Types of scenario can be agreed at the start up meeting:
- The case study material should be available to staff to complete and review post-course and for technical specialists to use as training aids within their own teams.
- Technical workshop to EA staff to help share content and method of delivery.
- Any ongoing refinements post-workshop or following future courses.

Due to ongoing social distancing and safe systems of work, training is currently being delivered virtually. We would like to understand the costs of delivering a course in both a face-to-face and virtual setting.

Task 2a – Delivery of course with combination of virtual and face-to-face classroom sessions.

Summary of deliverables:

- Delivery of the course including blended learning and possible face-to-face elements.

Task 2b – Delivery of course entirely with virtual sessions

Summary of deliverables:

- Delivery of the course using blended learning and virtual only sessions.

4. Timescales/Deadlines

Task No.	Deliverable	Date of completion, end:
1	Re-designed course content	31/03/2023
2a	Delivery of course with combination of virtual and face-to-face classroom sessions. Number of courses required not yet determined.	31/03/2025
2b	Delivery of course entirely with virtual sessions. Number of courses required not yet determined.	31/03/2025

Skills of Personnel Required

Within the submission you will need to include

- Details of the personnel you are proposing to carry out the service, and how they will fulfil the following skills requirement. We will accept up to 3 CV's
- Relevant technical expertise and experience demonstrating detailed current knowledge of groundwater hydraulics.
- Expertise in development and delivery of Geoscience training.
- Use of creative and innovative approaches
- Excellent communication skills (Written and Verbal).
- Details your recent experiences of carrying out similar contracts.
- Details of how you propose to maintain continuity of personnel.

Your tender response must give details of the processes which you will use to monitor and ensure the consistent quality of delivery of training to delegates and how you will demonstrate each delegate has achieved the course objectives.

The EA will monitor the quality of course delivery through delegate feedback. Presenters should include provision to design and provide a template form to be completed at the end of the course by each delegate. Findings must be presented back to the Environment Agency after each course delivered. Should the performance of any tutor be considered unsatisfactory at any point during the training, then the contractor must provide a suitable replacement. If a satisfactory replacement tutor cannot be found the EA reserves the right to cancel any further courses without incurring cancellation charges

During the course the successful training provider will:

- provide expert advice and guidance
- answer relevant questions in relation to course content
- be able to work collaboratively and share knowledge
- be innovative and creative

Subsequent coaching will be provided internally by technical experts within the Environment Agency

Course administration (including dates and joining instructions) will be undertaken by SSCL at the Environment Agency. The successful contractor must work closely with the Environment Agency.

Wherever possible classroom sessions will be held at EA venues. If you are able to offer your own centrally located venue i.e. not a third party venue, you should give details including any associated costs. EA venues will usually include a projector and screen, however the contractor must be able to provide their own projector and screen if required. The contractor must also provide all other necessary equipment to meet the course objectives. The contractor must ensure that all equipment meets relevant Health & Safety standards. Where the contractor's portable electrical equipment is used the EA may request evidence that the equipment has been PAT tested.

Your tender response must indicate how course notes will be used taking due account of sustainability issues and the potential varied learning styles of delegates. Any costs associated with the provision of course materials must be provided although we encourage environmentally friendly approaches.

Section 6

Contract Management

This contract shall be managed on behalf of the Agency by **Phil Stewart**.

Email phil.stewart@environment-agency.gov.uk

Mob: 07802 533990

The project will be managed as detailed in the specification with start-up meetings and progress meeting following milestones within the project.

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

Invoices will be monthly paid based on work completed.

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 training providers 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:

1.1 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 detail your task costs in the table below.

Please note due to current ways of working we would like tenders to include costs for delivering the training either via classroom sessions or virtually.

Cost Proposal (To be completed by Supplier): Table 1 development costs	
	Cost
Task 1 – Development and design of course content	
Subtotal for Task 1	

Table 2 Delivery costs.

Cost Proposal (To be completed by Supplier): Table 2 Delivery costs	
Task 2a – Cost of delivery <u>per course</u> using blended learning and potential face to face elements.	Cost
Subtotal for Task 2a	
Task 2b – Cost of delivery <u>per course</u> using blended learning assuming course is 100% virtual delivery	
Subtotal for Task 2b	

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.

Company Name _____

Signature _____

Print Name _____

Position _____

Date _____

APPENDIX D - RESPONSES TO QUESTIONS FOR EVALUATION

If you wish to propose an alternative approach to course delivery, for example the amalgamation of courses, please make this clear in your answer under M4.

Please complete these questions using the boxes below:

Question	Methodology - 40%	Weighting	Word Count
M1	Please explain how you will engage delegates of varied abilities/learning styles during the training and ensure an inclusive delivery style.	10	300
M2	Please provide a brief course outline describing how you will deliver this course in line with the proposed methodology covering the following elements: Foundation concepts, Advanced Technical Methods and Case studies. Please include your proposed method(s) of delivery for each element.	10	500
M3	Please provide a session plan covering one or more of the learning objectives This should show how learning objectives will be met and how learner's progress will be assessed.	10	400
M4	Please explain how you will capture feedback from delegates to help refine future course delivery.	5	300

M5	Please provide a summary of any proposed amendments you may wish to make to the existing course(s) content, or suggestions to amend and why.	5	300

Question	Skill and Expertise - 30%	Weighting	Word Count
S1	Please provide us with evidence that your trainers / associates are experts in this field, and how they make sure that their knowledge remains up to date. (We will accept up to 3 CV's)	15	350

S2	Please give examples of recent experience you have had of similar contracts?	15	500

APPENDIX E - The Environment Agency Conditions of Contract for Services

Conditions of Contract - Services

Ref: EB2022/T501/GT

Title: Geoscience Training (Groundwater Hydraulics)

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1. DEFINITIONS

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

1.1.1. Agency

The Environment Agency, its successors and assigns.

1.1.2. Agency Property

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

1.1.3. The Appendix

The Appendix to these Conditions.

1.1.4. The Contract

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

1.1.5. The Contractor

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

1.1.6. Contract Period

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

1.1.7. Contractor Personnel

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

1.1.8. Contract Price

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

1.1.9. Contract Supervisor

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

1.1.10. Contracting Authority

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

1.1.11. Data Protection Legislation

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

1.1.12. Data Protection Schedule

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

1.1.13. 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.

1.1.14. 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

1.1.15. Notice

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

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

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

1.1.16. 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.

1.1.17. 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.

1.1.18. Permission

Express permission given in writing before the act being permitted.

1.1.19. Services

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

1.1.20. Regulations

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

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

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

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

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

2. 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.

3. 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.

4. THE SERVICES

- 4.1. 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.
- 4.2. 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.

5. ASSIGNMENT

- 5.1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.
- 5.2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.
- 5.3. 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

6. 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.)

7. PROPERTY

- 7.1. 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.
- 7.2. The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.
- 7.3. 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.

8. MATERIALS

- 8.1. 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.
- 8.2. 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.

9. SECURITY

- 9.1. 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.
- 9.2. This Condition shall not prejudice the Agency's rights under Condition 15.

10. VARIATIONS

- 10.1. 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.
- 10.2. 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.
- 10.3. Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.

10.4. The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

10.5. No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.

10.6. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

10.6.1. any Contracting Authority; or

10.6.2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or

10.6.3. any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

10.7. Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

11. EXTENSIONS OF TIME

11.1. 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:

11.1.1. in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

11.1.2. in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

11.2. 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.

11.3. 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.

12. DEFAULT

12.1. The Contractor shall be in default if he:

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

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

12.1.3. is in breach of the Contract.

12.2. 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.

12.3. 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.

13. TERMINATION

13.1. 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:

13.1.1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.

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

'Termination under the Regulations'

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

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

13.2.2. the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a

result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or

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

14. DETERMINATION

- 14.1. 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).
- 14.2. 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.
- 14.3. 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.

15. INDEMNITY

- 15.1. 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:
- 15.1.1. death or injury to any person;

15.1.2. loss or damage to any property excluding indirect and consequential loss;

15.1.3. infringement of third party Intellectual Property Rights

which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

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

16. LIMIT OF CONTRACTOR'S LIABILITY

16.1. 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:

16.1.1. the sum stated in the Appendix;

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

17. INSURANCE

17.1. 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. If no sum is stated, the value insured shall be £5M (five million pounds.)

17.2. If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.

17.3. 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.

18. PREVENTION OF FRAUD AND CORRUPTION

18.1. 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.

18.2. 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.

18.3. 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:

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

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

18.4. 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.

19. MONITORING AND AUDIT

19.1. 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.

20. CONTRACT PRICE

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

20.2. 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.

21. INVOICING AND PAYMENT

21.1. 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.

21.2. 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.

21.3. 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.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. 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.

22.2. All Results shall be the property of the Agency.

22.3. 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:

22.3.1. assigns to the Agency all Resulting Rights

22.3.2. 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.

22.4. 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.

22.5. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2.

22.6. 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.

22.7. 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.

22.8. 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.

22.9. 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.

22.10. 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.

23. WARRANTY

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

24. 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.

25. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

25.1. 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.

25.2. 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:

25.2.1. comply with the provisions of the Modern Slavery Act 2015;

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

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

25.3. 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:

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

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

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

25. 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.

26. LAW

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

27. WAIVER

- 28.1. 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.
- 28.2. No waiver by the Agency shall be effective unless made in writing.
- 28.3. No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

29. ENFORCEABILITY AND SURVIVORSHIP

- 29.1. 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.
- 29.2. The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

30. DISPUTE RESOLUTION

- 30.1. 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.
- 30.2. 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).
- 30.3. 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.
- 30.4. 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.
- 30.5. 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.
- 30.6. 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.
- 30.7. 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.

31. GENERAL

- 31.1. 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.
- 31.2. 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.

32. FREEDOM OF INFORMATION ACT

- 32.1. 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').
- 32.2. The Contractor agrees that:
- 32.2.1. 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
- 32.2.2. 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.
- 32.3. 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.

33. DATA PROTECTION

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

Appendix to Conditions (Services)

Ref: **EB2022/T501/GT**

Title: **Geoscience Training (Groundwater Hydraulics)**

		Condition
1	Contract Supervisor Phil Stewart Address:- Environment Agency Aqua House 20 Lionel Street Birmingham B3 1AQ	3
2	Contractor «Company_Name» Address: «SUPPLIER_ADDRESS» «TOWN_CITY» «COUNTY» «ZIP»	
3	Completion Contract Start Date Contract End Date	6 «Contract_Start_Date» «Contract_End_Date»
4	Delivery Address:- as above	11
5	Insurance Professional Indemnity Min. Cover Third Party Minimum Cover Public Liability Min. Cover	17 £x million £x million £x million
6	Limit on Liability Limit on Contractors Liability	16 £x million

Appendix F: Guidance for preparation and delivery of blended learning Geoscience training courses

Guidance for preparation and delivery of blended learning Geoscience training courses (supplementing usual considerations when preparing training courses)
<p>Pre-tender preparation</p> <p>1. Liaison with Agency: identify staff with relevant subject expertise for provision of material / case studies [3.5]</p> <p>2. Development costs: sufficient allowance should be made in budgets to prepare different modes of delivery including videos, quizzes etc [4], prepare case study material [3.5], revise and rework any existing material provided [3.5]; time (and budget) should be explicitly agreed to support contributions from Agency staff if needed</p> <p>3. Delivery costs: assess cost implications of face-to-face learning components (both for providers and students) [3.4]; agree budget (if needed) for Agency staff to support course delivery [3.5]; include realistic budget for online as well as face-to-face delivery (including preparation as well as contact time); consider balance between initial development costs (likely to be higher than for traditional courses) and repeat delivery (likely to be lower)</p>
<p>Overall course design [2.1]</p> <p>4. Objectives and learning outcomes: consider subject scope, level and (technical) needs within the context of the overall Geoscience Training Programme (e.g. recognising pre- and post-requisites) [3.2], alignment with the relevant Agency Technical Development Framework (TDF) and mandatory competencies required by professional bodies [2.2, 3.1]</p> <p>5. Student requirements: consider background and experience of the range of students who may take the course, their motivation [2.2], and ability to attend (e.g. availability of time); consider if some students (e.g. more experienced staff) could take only parts of the course as refresher material or regulatory updates [3.4]</p> <p>6. Modes of delivery [3.4]: Consider appropriate balanced use of self-study, online, and classroom (or field) based face-to-face course components as parts of a blended learning approach [2.4, 3.4], taking account of types of material and student learning requirements [2.2, 2.3]; identify any specific learning outcomes that cannot reasonably be delivered online (e.g. practical activities); consider how different modes of delivery may exclude or disadvantage particular groups of students, or conversely allow wider participation [2.5]; consider appropriate use of selected case studies within course material [3.5] and the use of case study 'clinics' [4.5]; could a course be adapted to run fully online if further pandemic restrictions were imposed? [3.4]</p>
<p>Planning and preparation of materials</p> <p>7. Course elements [3.3]: identify how the course objectives and materials map onto Fundamental Concepts, Advanced Technical Methods, 'How to' / Regulatory, and Case Studies [3.3]; consider how these categories can help students understand the scope of appropriate courses for them, and help with future updating and maintenance of material [2.9]</p> <p>8. Structure and scheduling of content: breakdown teaching material into structured, small deliverable units [4.2, 4.3, 4.4]; consider how best to integrate different components, e.g. using revision sessions [4.3]; set up course schedule to allow sufficient time for self-study (see examples [5]); provide appropriate access to tutorial support, including scheduled online tutorials and asynchronous support via emails, collaborative forums [2.6, 4.3]</p> <p>9. Development of material: aim to use a 'rich' mix of learning activities to convey concepts and techniques [4]; make use of existing material available within the Agency where available [3.6]; highlight different course elements within material where possible (e.g. fundamental concepts or regulatory material) [3.3]; use external resources to complement formal parts of training where appropriate [4.8]; consider EDI issues when developing material [2.5]; consider IPR issues</p>
<p>Implementation and delivery</p> <p>10. Access to and use of resources [2.7]: Determine which VLE/LMS will be used to deliver the course [4.1]; make use of appropriate functionality within the VLE/LMS (check this at tendering stage), or identify alternative delivery mechanisms for online activities (e.g. tutorials, forums, quizzes etc); consider how to provide access to any specialist software needed [4.6]; consider any innovative approaches that could be used, e.g. VR [4.7]</p> <p>11. Student information and support: blended learning courses require clearer signposting of expectations compared to traditional delivery, e.g. expected durations of activities such as videos, preparatory activities; essential information about the course (including overall schedule, see examples [4]) can be summarised in a course handbook; consider some form of 'admissions' process to assess students' previous learning, experience, and motivation [2.2]; methods for tutorial support [2.6] need to be clearly stated</p> <p>12. Progress monitoring and assessment: include methods to monitor progress of students, especially for online self-study, which may include data analytics and/or formative assessments [2.8]; use these to inform tutorial support; determine if any summative assessments are required to support student requirements, e.g. for professional bodies [3.1]</p>

13. Integration with wider learning: consider how the course could integrate with further internal and external learning, particularly with CoP's or learning / technical interest groups, e.g. through case studies [3.5]; consider how the course could benefit from opportunities for mentored learning [3.5]