



Department  
for Environment  
Food & Rural Affairs

Department for  
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██████████  
Anthesis UK Ltd  
Unit 3.G.1, The Leather Market, 11-13 Weston Street  
London  
SE1 3ER

**Our ref:** ITT\_9328  
**Date:** 22/11/2021

Dear ██████████,

## **Award of Contract for Research to understand current and future product tracking information needs of waste operators**

Following your tender/proposal for Research to understand current and future product tracking information needs of waste operators, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between DEFRA as the Authority and Anthesis UK Limited as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. The Services shall be performed at the Supplier's premises, remotely, or at locations required to deliver the project activities such as the Authority's premises.
2. The charges for the Services and payment schedule are set out in Annex 2.
3. The specification of the Services to be supplied is as set out in the suppliers Tender dated 01/11/2021.

4. The Term shall commence on Monday 22<sup>nd</sup> November and the Expiry Date shall be Friday 25<sup>th</sup> March 2022. The authority reserves the right to extend the contract term by up to 6 months pursuant to the Conditions of Contract.

5. The address for notices for each of the Parties are:

Authority	Supplier
<b>DEFRA</b> Nobel House, 17 Smith Square, London, SW1P 3JR  <b>Attention:</b> [REDACTED]  <b>Email:</b> [REDACTED]	<b>Anthesis UK Ltd</b> Unit 3.G.1, The Leather Market, 11-13 Weston Street London SE1 3ER  <b>Attention:</b> [REDACTED]  <b>Email:</b> [REDACTED]

6. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
<b>Attention:</b> [REDACTED]  <b>Email:</b> [REDACTED]	Principal Social Researcher, Chemicals Analysis
<b>Attention:</b> [REDACTED]  <b>Email:</b> [REDACTED]	Senior Research Officer, Chemicals Analysis

7. The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

## Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [Accounts-payable.neg@gov.sscl.com](mailto:Accounts-payable.neg@gov.sscl.com). Within 20 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section by email to [Accounts-payable.neg@gov.sscl.com](mailto:Accounts-payable.neg@gov.sscl.com).

## Liaison

For general liaison your contact will continue to be [REDACTED] or, in their absence, [REDACTED]. Their details are listed on the previous page.

Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to the above address within 7 days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

***Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's eSourcing System.***

Signed for and on behalf of DEFRA

Name: [REDACTED] Principal Social Researcher, Chemicals Analysis	[REDACTED] (Procurement)
Signature: [REDACTED]	Signature: [REDACTED]
Date: 22/11/2021	Date: 22/11/2021

We accept the terms set out in this Award letter and the annexed Conditions.

Signed for and on behalf of Anthesis UK Limited

Name: [REDACTED] Title: Technical Director	
Signature:	[REDACTED] Date: 25/11/21

**Annex 1**  
**Terms and Conditions of Contract for Services**

**1 Interpretation**

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"><li>(a) Government Department;</li><li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>(c) Non-Ministerial Department; or</li><li>(d) Executive Agency;</li></ul>
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;

“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## **2 Basis of Agreement**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

## **3 Supply of Services**

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer’s instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier’s industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

#### **4 Term**

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

#### **5 Charges, Payment and Recovery of Sums Due**

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
  - 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
  - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.



5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

## **6 Premises and equipment**

6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.

6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.

6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.

6.5 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

## **7 Staff and Key Personnel**

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **8 Assignment and sub-contracting**

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

## **9 Intellectual Property Rights**

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the

Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

## **10 Governance and Records**

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## 11 Confidentiality, Transparency and Publicity

11.1 Subject to clause **Error! Reference source not found.**, each Party shall:

11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

11.2 Notwithstanding clause **Error! Reference source not found.**, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2 to its auditors or for the purposes of regulatory requirements;

11.2.3 on a confidential basis, to its professional advisers;

11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause **Error! Reference source not found.**

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may

consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

## **12 Freedom of Information**

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
  - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **13 Protection of Personal Data and Security of Data**

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh

Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause **Error! Reference source not found.**; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

## 14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses **Error! Reference source not found.** and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## 15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## 16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
- 16.2.1 (without prejudice to clause **Error! Reference source not found.**), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
  - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
  - 16.2.5 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.5) in consequence of debt in any jurisdiction; or
  - 16.2.6 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause **Error! Reference source not found.** or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, **Error! Reference source not found.**, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other

provision of the Agreement that either expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

## **17 Compliance**

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause **Error! Reference source not found.** by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

## **18 Prevention of Fraud and Corruption**

18.1 The Supplier 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 Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.



18.3 If the Supplier or the Staff engages in conduct prohibited by clause **Error! Reference source not found.** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or

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

## **19 Dispute Resolution**

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause **Error! Reference source not found.**, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## **20 General**

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency,

fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **21 Notices**

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause Error! Reference source not found., e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause Error! Reference source not found..

## **22 Governing Law and Jurisdiction**

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## Annex 2 – Charges (“Pricing Schedule”)

**Tender for Research to understand current and future product tracking information needs of waste operators**

**Tender Reference: ITT\_9328**

**Anthesis Ltd**

### Staff Costs

Name	Role/Grade	Day Rates (£)	FY 21/22	Total 21/22 (£)
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]

### Payment Schedule

	Target date (dd/mm/yyyy)	Description of milestone	Cost (£)
1	3.12.2021	Familiarisation complete	9100
2	18.02.2022	Interviews complete	14000
3	11.03.2022	Final report	3000
4	25.03.2022	Final presentation	1475

## Annex 3 - SPECIFICATION OF REQUIREMENTS

# Understanding current and future product tracking information needs of waste operators

## 1. Policy context

The UK Government's 25 Year Environment Plan sets out its approach to protecting and enhancing our natural environment. The plan commits to consider "...how we will address tracking of chemicals in products to reduce barriers to recycling and reuse whilst preventing a risk from harmful chemicals."<sup>1</sup> The UK Government's Resources and Waste Strategy re-stated this commitment and noted that further detail would be set out in a Chemicals Strategy.<sup>2</sup>

Chemicals in products are a recognised concern internationally too. For example, they have been identified as an Emerging Policy Issue under SAICM, and UNEP have launched a Chemicals in Products Programme.<sup>3, 4</sup>

### Lack of information in the supply chain

One of the barriers to the effective management of chemicals and waste is that insufficient information about products is passed through supply chains to the waste stage. This includes information about the presence of hazardous substances, substances that could hamper recycling processes, critical raw materials, and broader information such as how to repair and dismantle products. This is a barrier to greater resource efficiency, improved quality of recovered materials, and innovation in the reuse, repair and recycling sectors.<sup>5, 6, 7, 8</sup>

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<sup>1</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/693158/25-year-environment-plan.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/693158/25-year-environment-plan.pdf)

<sup>2</sup>[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/765914/resources-waste-strategy-dec-2018.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/765914/resources-waste-strategy-dec-2018.pdf)

<sup>3</sup> <https://saicmknowledge.org/program/chemicals-products>

<sup>4</sup> <https://www.unep.org/explore-topics/chemicals-waste/what-we-do/emerging-issues/chemicals-products/chemicals-products-cip>

<sup>5</sup> UNEP, (2019), Global Chemicals Outlook II, p.305 and p.572, <https://www.unep.org/resources/report/global-chemicals-outlook-ii-legacies-innovative-solutions>

<sup>6</sup> Scruggs, C.E., Nimpuno, N. and Moore, R.B.B. (2016). Improving information flow on chemicals in electronic products and E-waste to minimize negative consequences for health and the environment. *Resources, Conservation and Recycling* 113, 149-164. <https://doi.org/10.1016/J.RESCONREC.2016.06.009>

<sup>7</sup> KEMI (2012), Material Recycling without Hazardous Substances, <https://www.kemi.se/download/18.6df1d3df171c243fb23960c9/1591097407764/pm-14-12-recycled-materials.pdf>

<sup>8</sup> Ökopol GmbH (2020), Information Flows on Substances Of Concern In Products From Supply Chains To Waste Operators. P.28. <https://op.europa.eu/en/publication-detail/-/publication/59d9b462-a9f6-11ea-bb7a-01aa75ed71a1/language-en>

There is also a need to develop a policy approach that ensures enough information about products is passed through supply chains to the waste stage to both reduce the risks posed by hazardous chemicals and to facilitate the Authority's work on developing a more resource efficient and circular economy.

### **Attempts to improve information in the supply chain**

There are already some systems and platforms for communicating information (such as the presence of hazardous substances) through supply chains and to the waste stage. Some of these are industry led, for example the Information for Recyclers (I4R) platform, used in the (waste) electrical and electronic products ((W)EEE) sector. However, these platforms are not always widely used and may not (currently) provide adequate information.

There have been attempts to improve information in the supply chain internationally. Most notably, the European Union (EU) developed the SCIP database, established under the Waste Framework Directive (WFD) in 2017. This requires Contractors to provide information about the presence of REACH Substances of Very High Concern (SVHCs) in articles (objects).

The SCIP database is now publicly accessible<sup>9</sup>, however it is yet to be seen if the data being entered into the database is accurate, and if the information will be utilised by waste operators. So far, there has been scepticism from both Contractors and recyclers about the utility of the database. A recent update from ECHA indicated that there have been issues with the quality and usefulness of the data from Contractors, and there are ongoing discussions on how to improve the utility of data for consumers and waste operators.<sup>10</sup>

No states outside of the EU currently have an equivalent of the SCIP database, although there are some initiatives:

- chemSHERPA (Japan) – platform to communicate declarable substances in articles and compliance with regulations.

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<sup>9</sup> [SCIP-Database - ECHA \(europa.eu\)](https://scip.echa.europa.eu/)

<sup>10</sup> <https://circabc.europa.eu/ui/group/a0b483a2-4c05-4058-addf-2a4de71b9a98/library/d74d8aae-9b17-4105-a11d-f17dbbcd54e0/details>

- Substances of Priority Control and Product Notification under K-REACH (South Korea) –notification and communication of priority substances in ‘products’ (mixtures and articles).

## Categories of Chemical Substances

There are two main categories of substances it is important to track throughout the supply chain: substances of concern and substances of interest.

**Substances of concern (SoCs)** are defined as substances that, due to their presence in waste products and materials:

- Could cause unacceptable adverse effects on human health or the environment (hazardous SoCs).
- Could disrupt waste treatment processes and/or reduce their efficiency (process disturbing SoCs).
- Reduce the quality and performance characteristics of secondary raw materials (quality related SoCs).

**Substances of interest (Sols)** are defined as substances which are not SoC but could be an important incentive for waste sorting and recovery/recycling. They are relevant for waste treatment operators from an economic point of view. E.g., valuable/critical raw materials, such as precious metals and rare earth elements.

## Importance of waste operators

Waste operators have an important role to play in facilitating a circular economy. They aim to reuse materials that are compliant and high-quality (to compete with virgin materials). A general view of the various stages of the waste chain and the types of waste operators within this is depicted in the table below. However, the waste chain will vary for different products. Each stage of the waste chain provides an opportunity to enable change (innovation, investment) to better manage the risks of substances of concern and recover resources.



<b>Stage of the waste chain</b>	<b>Types of waste operators</b>
1. Pre-treatment (sorting, dismantling) or export	Waste sorting and treatment plants, waste exporters
2. Treatment (shredding)	Waste sorting and treatment plants
3. Post-treatment (sorting materials)	Waste sorting and treatment plants
4. Recycling	Recyclers
5. Manufacture	Contractors utilising recycled materials

## **2. Research Aims and Objectives**

### **Research Aim**

The main aim of the research is to understand how information on substances of concern and substances of interest can be improved and used throughout the waste chain to enable innovation, improvement and investment in the reuse, sorting and treatment of waste. In doing so, this will help support the development of a more resource efficient and circular economy.

### **Research Objectives**

Through semi-structured interviews with waste operators of selected product groups:

- Identify what information about products needs to be communicated to waste operators to enable innovation and improvement in the reuse, sorting, and treatment of waste. This includes information to enable:
  - The identification and removal of hazardous substances and components, both those currently identified as hazardous and that are yet to be identified ('legacy substances').
  - Identification of components and materials of value, including critical raw materials (CRMs) – potentially raising the management of the waste up the hierarchy.
  - Accurate waste classification, under duty of care, hazardous waste rules and for export purposes.



- An informed assessment of the risks posed by waste treatment.
- Ascertain how and in what format waste operators need information to be communicated to maximise its utility.
- Clarify the extent to which waste operators utilise existing platforms for communicating information, and how these could be improved/built on.
- Gain insight into:
  - how current commercial and regulatory drivers facilitate/hinder the use of information on waste products and materials,
  - and what regulatory or other changes could enable the use of greater use of information on waste products and materials.

### **3. Methodology**

The methodology below is a suggested methodology. We welcome alternative approaches from tenderers if they meet the project aims and objectives.

#### **Focus on three product groups**

In order to keep the scope manageable, it is suggested the project focuses on three product groups: a category of electronic and electrical equipment (EEE), furniture and clothing. This is based on policy needs as well as the characteristics of the product group, which, we feel, provide opportunities for information flows to create positive changes in the waste chain from disposal through to recycling.

However, there is flexibility in the groups taken forward and this will be finalised at the start of the project. Suggestions from tenderers are welcome.

#### **Period of familiarisation**

We recommend an initial period of familiarisation with the subject area, which is likely to involve a light touch review of the literature and a small number of interviews (e.g., 4-5) with policy colleagues.

#### **Mainstage data collection: semi-structured interviews**

We feel that semi-structured interviews with industry organisations and NGOs are the most appropriate research method to explore the subject area and suggest about 25-30

interviews in total. To aid efficiency, joint interviews with people within the same organisation are encouraged, should the opportunity arise. We would like a breadth of interviewees to ensure there is coverage of the different stages of the waste chain for the three different product groups. The Authority will work with the contractor at the outset to agree the composition of the target sample.

### **Interview recruitment**

The successful contractor will be responsible for interview recruitment, but the Authority Project Officer will provide assistance as required (for example, through helping identify and making initial contact with potential interviewees). The contractor will be responsible for scheduling the interviews.

### **Interview method**

For efficiency, we expect interviews to be conducted remotely (e.g., via MS Teams or other video conferencing software). To minimise burden on participants, we expect the interviews to last no longer than an hour.

### **Interview analysis**

Detailed notes from the interviews will need to be taken (if not recorded and transcribed) so that analysis can be undertaken. In their tender submission, tenderers will need to outline their approach to analysing the interviews.

## **4. Project Management**

Tenderers should put forward an experienced project team to manage the research proposed. The Authority will assign an experienced Project Officer to manage the project.

It is expected that tenderers will identify specific individual(s) as the main point(s) of contact with the Authority Project Officer.

The Authority anticipate weekly 30-minute project management calls, with a brief note in bullet form summarising the main discussion points.

The Authority will coordinate a project advisory group to advise on and review the work to ensure it meets project objectives. The successful contractor will be expected to attend and do the necessary preparation for two virtual advisory group meetings, including one at the outset of the project (inception meeting) and one part way through.

Tenderers should submit a programme of work as part of their submission, designed to meet the project aims and objectives, output requirements and timetables.

## **5. Outputs and timeframes**

It is anticipated work will commence week commencing 15<sup>th</sup> November 2021. It will need to be completed by week ending 25<sup>th</sup> March 2021.

The following outputs will be required:

- A finalised package of work, timeframes and associated Gantt chart following project inception meeting.
- Agreed interview schedules.
- A publishable standard report of the findings of no longer than 50 pages, including two-to-four pages of headline insights. Structure to be agreed with the Authority Project Officer.
- Within the report we would like a brief case study for each of the product groups. We would also like flow charts for each product group mapping the waste chain and indicating where the research identified opportunities for improved information flows to stimulate change.
- A final presentation of the results and associated slide pack.
- Anonymised interview notes or recordings (where consent given).

### **Quality assurance of final report**

The Authority Project Officer will agree the structure of report with the successful contractor. The report will go through various rounds of review and feedback. The normal process is as follows:

- Initial review by the Authority Project Officer, followed by revisions if necessary.
- Review by the advisory group, followed by revisions if necessary.
- Peer review by external independent expert(s), followed by revisions if necessary.

At each stage the Authority's Project Officer will check to ensure revisions have been made and will sign-off when the report is at the standard required.

## 6. Accessibility requirements for Government Social Research reports

Contractors are expected to meet government requirements for accessible reports (guidance is available here: [www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility](http://www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility)).

This includes, but is not limited to, consideration of:

- font (size, style and justification)
- headings and sub-headings to structure reports
- alt-text for images, charts or graphs
- table captions and summaries in all tables
- colours that are suitable for those with colour-blindness

For every commission, contractors are expected to outline how they will meet accessibility requirements and what processes they have in place to assure this. The exact outputs should be discussed with the commissioning team, but accessibility should be considered in all outputs (e.g., Word, PowerPoint, CSV data files or PDF documents). Defra can provide a Word template where contractors do not already have an in-house accessible report template.

## 7. Payment Milestones

<b>Milestone</b>	<b>Deliverable</b>	<b>Date (week ending)</b>
1	Familiarisation complete	By 03 December 2021
2	Interviews complete	By 18 February 2022
3	Final report	By 11 March 2022
4	Final presentation	By 25th March 2022

The Contractor will issue its invoices for payment once it has received approval from the Authority that each milestone has been successfully completed.

## **8. Risk assessment and quality assurance**

Tenderers should set out their views on the main risks and obstacles to a successful completion of the project within the timelines stipulated and outline the steps they will take to address these. They are expected to produce a risk register as part of their tender documentation.

Tenderers must also demonstrate they have the capability and expertise to undertake the work required for the project.

## **9. Programme of work**

- The Contractor will be responsible for all travel and subsistence costs related to the work and the supply of all labour, material, and equipment.
- Tenderers may propose consortium or subcontracting arrangements but should provide a single project manager responsible to the Authority for fulfilment of the contract and for liaison with the Authority's contact person.
- The Contractor must meet the timescales proposed in their tender and subsequently agreed by the Authority. The Contractor will notify the Authority without delay if there is a risk that they may be unable to meet these timescales.
- The Authority will inform the Contractor without delay if there is any deficiency in the quality of the services provided under the contract. The Contractor will take steps to ensure any problems are resolved as a matter of urgency.

## Annex 4 - FORM OF TENDER

To be returned by **12:00** GMT on **01 November 2021**.

**TENDER FOR THE: Research to understand current and future product tracking information needs of waste operators Waste management data required for your Extended Producer Responsibility in the UK – (i) evidence requirements for linking material re-processors and exporters back to others in the chain, (ii) waste composition**

Tender Ref: **itt\_9328**

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1. We have examined the invitation to tender and its schedules set out below (the **ITT**) and do hereby offer to provide the goods and/or services specified in the ITT and in accordance with the attached documents to the Authority commencing **01 November 2021** for the period specified in the ITT.
  - Tender Particulars (Section 1)
  - Specification of Requirements (Section 3)
  - Form of Tender (Appendix A)
  - Authority's Conditions of Contract (Appendix B)
2. If this tender is accepted, we will execute the Contract and any other documents required by the Authority within 10 days of being asked to do so.
3. We agree that:
  - a. before executing the Contract substantially in the form set out in the ITT, the formal acceptance of this tender in writing by this Authority or such parts as may be specified, together with the documents attached shall comprise a binding contract between the Authority and us;
  - b. pursuant to EU Directive 1999/93/EC (Community Framework for Electronic Signatures) and the Electronic Communications Act 2000, the Contract may be executed electronically using the Authority's electronic tendering and contract management system, Bravo;
  - c. we are legally bound to comply with the confidentiality provisions set out in the ITT;
  - d. any other terms or conditions or any general reservation which may be provided in any correspondence sent by the Authority in connection with this procurement shall not form part of this tender without the prior written consent of the Authority;

- e. this tender shall remain valid for 120 days from the closing date for tenders specified in the ITT; and
- f. the Authority may disclose our information and documents (submitted to the Authority during the procurement) more widely within Government for the purpose of ensuring effective crossGovernment procurement processes, including value for money and related purposes.

4. We confirm that:

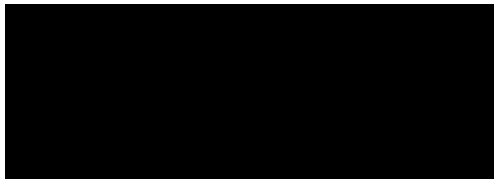
- a. there are no circumstances affecting our organisation which could give rise to an actual or potential conflict of interest that would affect the integrity of the Authority's decision making in relation to the award of the Contract; or
- b. if there are or may be such circumstances giving rise to an actual or potential conflict of interest we have disclosed this in full to the Authority.

5. We undertake and it shall be a condition of the Contract that:

- a. the amount of our tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority;
- b. we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act; and
- c. made arrangements with any other party about whether or not they may submit a tender except for the purposes of forming a joint venture.

6. I warrant that I am authorised to sign this tender and confirm that we have complied with all the requirements of the ITT.

**Signed**



**Date**

**01<sup>st</sup> November 2021**

## Managing Director

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