

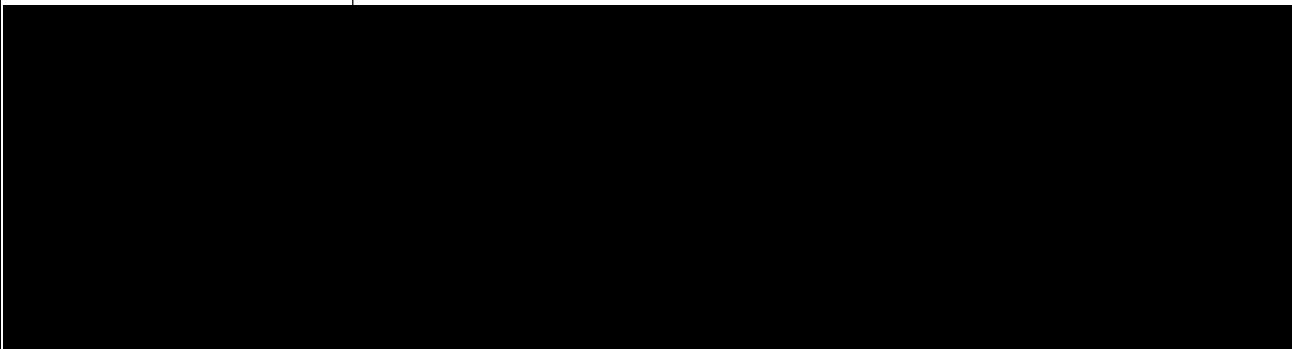

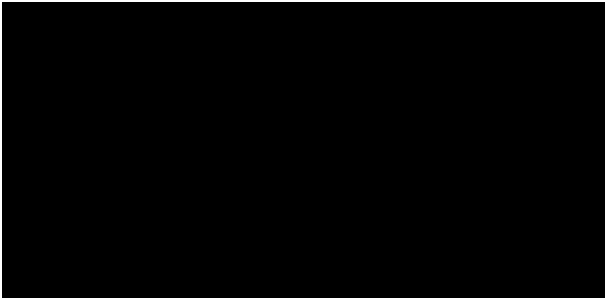



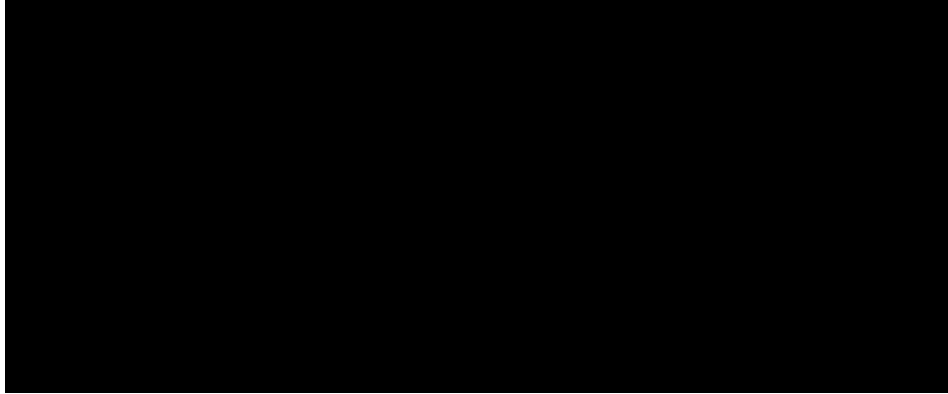
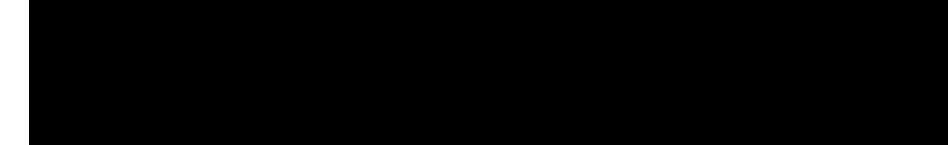
Department  
for Environment  
Food & Rural Affairs

## C27638 – Prevalence of trifluoroacetic acid (TFA) in the environment and the effectiveness of current water treatment processes.

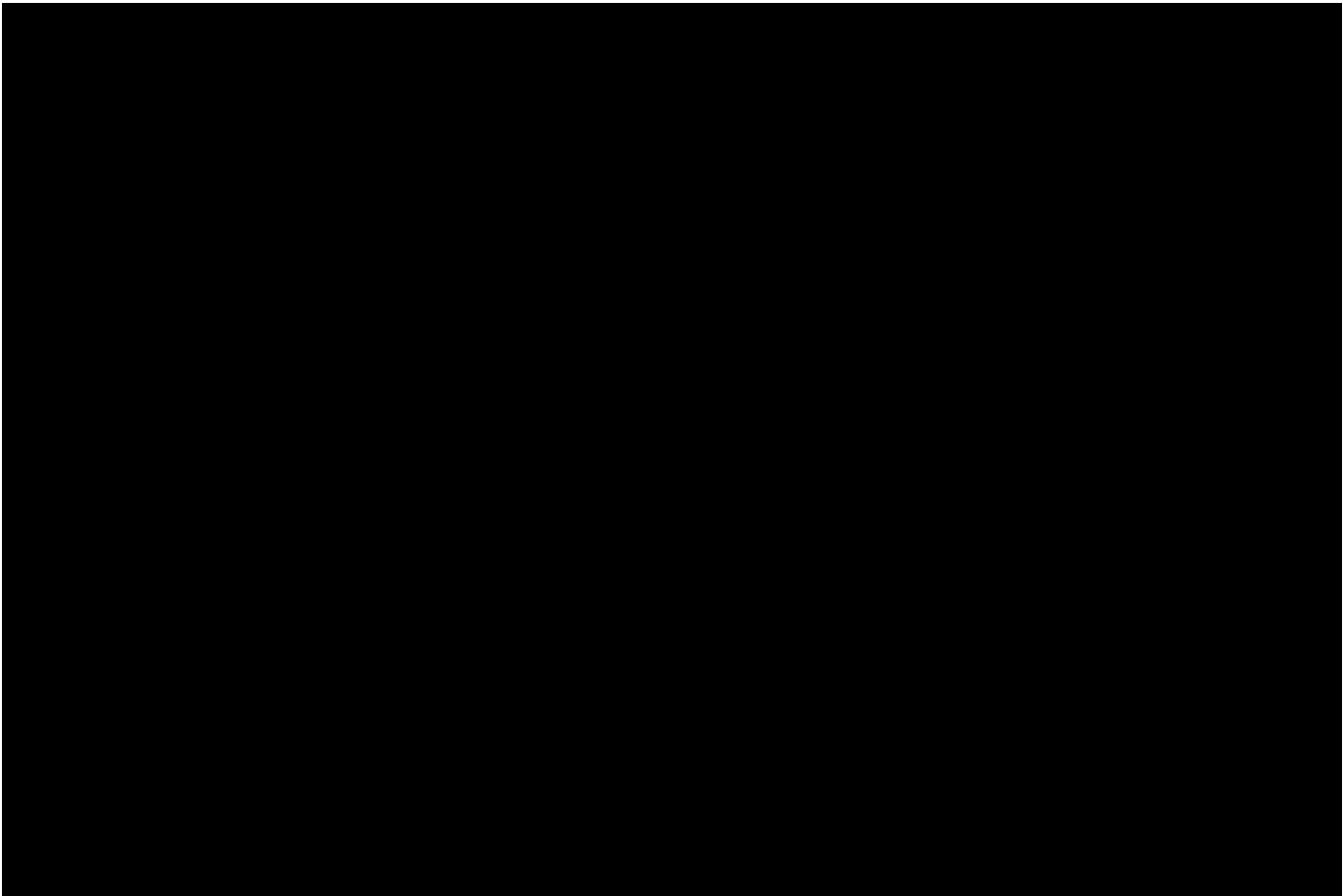
### Order Form – Contract for Research and Development Goods and Services

<b>Purchase Order Number</b>	To be confirmed
<b>Customer</b>	DWI Ground Floor Seacole Building, 2 Marsham St, London SW1P 4DF
<b>Contractor(s)</b>	Ricardo-AEA Limited, Shoreham Technical Centre, Shoreham-by-Sea, West Sussex, BN43 5FG
<b>Co-Funder(s)</b>	Not applicable
<b>Defra Group Members</b>	DWI, Defra floods and waters and Environmental Agency
<b>The Agreement</b>	<p>This Order is part of the Agreement and is subject to the terms and conditions appended at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <p>this Order;</p> <p>the terms and conditions at Appendix 1; and</p> <p>the remaining Appendices (if any) in equal order of precedence.</p>
<b>Deliverables</b>	Goods:  N/A
	<b>Services:</b>

	<b>See Appendix 2 and 3 – Specification / Description / Costings</b>
<b>Milestone Delays (Clause 18.2.10)</b>	N/A
<b>Start Date</b>	06 January 2025
<b>Expiry Date</b>	06 July 2026
<b>Extension Period (Clause 5.2)</b>	Due to unknown situation and/or other factors beyond the control of both parties; an option for an extension (of four months) may be executed if it is necessary. Any extension must be agreed with the Authority and will be processed via a Contract Change Note (CCN) issued by DGC.
<b>Charges</b>	The Charges for the Deliverables shall be as set out in Appendix 3 – Charges. Unless and to the extent otherwise expressly stated in Appendix 3, the Charges are fixed for the duration of the Agreement.
	
<b>Customer's Authorised Representative(s)</b>	For general liaison your contact will continue to be 
<b>Contractor's Authorised Representative</b>	For general liaison your contact will be 
<b>Co-funder's Authorised Representative</b>	Not applicable

<b>Optional Intellectual Property Rights (“IPR”) Clauses</b>	<p>The Customer has chosen <b>Option B</b> in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.</p> <p><b><i>Default Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</i></b></p>
<b>Contractor’s general liability cap</b>	
<b>Progress Meetings and Progress Reports</b>	<p>It is envisaged the project will take approximately 18 months to complete. This is dependent on the cost of sampling (for TFA only), the number of samples taken and the time to complete the project.</p> <p>The successful bidder will need to set up an inception meeting with the Defra Project Officer to discuss the project and produce a note of the meeting and any actions arising.</p> <p>The Defra Project Officer must be kept informed by email at bimonthly intervals on the progress of this contract. This should be done electronically via email, where a summary progress report (no longer than 4 pages A4, 11-point Arial font and in Microsoft Word format) should be submitted to the Defra Project Officer.</p> <p>A written report is required on completion of each of the deliverable described above. This should fully describe the progress of the project and its findings to that stage.</p> <p>A draft final report must be submitted to the Defra Project Officer two months prior to the end of the contract (timing depends upon the length of contract). Comments on the draft final report will be provided to the contractor within one month of receipt of the draft. An electronic copy of the final report must also be provided in Word format, and for the final agreed version to also be in PDF format that is compliant with the Web Content Accessibility Guidelines (known as <a href="#">WCAG 2.1</a>).</p>
<b>Address for notices</b>	
<b>Key Personnel of the Contractor</b>	
<b>Procedures and Policies</b>	<p>The new Defra group open access policy for research publications can be viewed on gov.uk at <a href="#">Research at Defra: open access policy for publications</a>.</p>

<b>Commercial Exploitation (Clause 11)</b>	Clause 11 (Commercial Exploitation) shall apply to this Agreement: No
<b>Special Terms</b>	No
<b>Additional Insurance</b>	Not Applicable
<b>Further Data Protection Provisions</b>	The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement were indicated below:  Yes



## **Appendix 1: R&D Terms and Conditions**

*The terms and conditions applicable to this requirement can be found on the website below;*

[Research and development terms and conditions - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/procurement/procurement-guidance/research-and-development-terms-and-conditions)

## **Appendix 2: Specification/Description**

### **Background**

Fluorinated organic chemicals have a wide range of industrial uses including medicine, agriculture and household products. Many of these chemicals are released directly into the environment as part of their use or lost through fugitive emissions. What makes these chemicals so persistent in the environment, is the strength of the carbon-fluorine bond (-CF<sub>3</sub>). The carbon-fluorine bond is resistant to degradation in the environment which results in the release of TFA as a terminal residue, following environmental degradation of the parent materials.

TFA is a very persistent and mobile contaminant which is present ubiquitously in the environment<sup>1</sup>. TFA is a short chain perfluorinated chemical which has not been classified as of toxicological concern<sup>2</sup>. However, there is ongoing and increasing emissions of TFA from anthropogenic sources, and its prevalence in the environment and risk to drinking water supplies needs to be better understood.

A recent research project, conducted by the German Federal Environment Agency (UBA) estimated that pesticides have the highest potential release of TFA into water bodies, which has been estimated at 434 tonnes per year<sup>3</sup>. In addition, the recorded TFA levels in rainwater in Germany have increased fourfold in two decades<sup>4</sup>. Although this information has been concluded using data from Germany, it is reasonable to assume that the situation is similar in other European countries, and the UK too.

There are not currently any regulations in place to identify and reduce the concentrations of TFA in the environment or drinking water supplies in England and Wales. However, the UBA has set a human health-based guideline value of 60 µg/L for TFA in drinking water and a “precautionary measure” of 10 µg/L, which is based on liver toxicity<sup>5</sup>.

This project will provide a comparison between raw and treated water sources to give an indication on the effect of current water treatment processes on the removal or degradation of TFA and will consider the risk to drinking water quality.

### **Policy and Regulatory Context**

The Water Supply (Water Quality) Regulations 2016<sup>6</sup> (as amended) in England and the Water Supply (Water Quality) Regulations 2018<sup>7</sup> in Wales specify that water companies must provide wholesome water to consumers. Public water supplies should be free of any substance at a concentration or value which would constitute a potential danger to human health.

### **Detailed Requirements**

<sup>1</sup> Environmental Science: Processes & Impacts (2021) Insufficient evidence for the existence of natural trifluoroacetic acid. The Royal Society of Chemistry. Issue 11, 2021. Joudan, Shira, De Silva, Amila O., Young, Cora J. SN:2050-7887.

<sup>2</sup> USEPA (2009) Long-chain Perfluorinated Chemical (PFCs) Action Plan. Washington DC: United States Environmental Protection Agency p24.

<sup>3</sup> UBA (2023): Trifluoacetat (TFA): Grundlagen für eine effektive Minimierung schaffen - Räumliche Analyse der Eintragspfade in den Wasserkreislauf.

<sup>4</sup> 8 Freiling, F.; Behringer, D.; Heydel, F.; Scheurer, M.; Ternes, T. A.; Nödler, K. Trifluoroacetate in Precipitation: Deriving a Benchmark Data Set. Environ. Sci. Technol. 2020, 54 (18), 11210–11219.

<sup>5</sup> Michael Garry (2024) German Chemicals Office Plans EU Proposal Linking TFA to Reproductive Toxicity [Online]. Available: <https://naturalrefrigerants.com/german-chemicals-office-plans-eu-proposal-linking-tfa-to-reproductive-toxicity/> [Accessed 31.07.24]

<sup>6</sup> The Water Supply (Water Quality) Regulations 2016

<sup>7</sup> The Water Supply (Water Quality) (Amendment) Regulations 2016 (Wales)

The objectives are to:

1. Review available data and existing research outcomes from the UK water industry, Environment Agency and devolved environmental agencies for the prevalence of TFA in the environment and drinking water supplies. Conduct a literature review of existing analytical methodology across England, Wales, and abroad to develop an appropriate laboratory method for the study.
2. Design an appropriate sampling schedule to ensure conclusions can be drawn and seasonality is represented.
3. Undertake sampling in England and Wales to understand prevalence and concentrations of TFA in different drinking water catchments. A well distributed data set is required. Any data gaps identified in objective 1 should be filled by sampling, by the completion of objective 3.
4. Compare concentrations of TFA in raw water and treated water samples, where TFA concentrations in raw water are highest, to give an indication of the efficacy of existing treatment processes and the potential risks of exposure in drinking water supplies.
5. Assess the environmental catchment and hypothesise whether the prevalence of TFA in the environment has a causal link to the concentration in raw water. Assess which factors contribute to the risk of high or low concentrations of TFA in raw water.
6. Report the findings of the study in a final report.

## **Methodology**

The detailed methodology is for the contractor to develop, however the following issues must be addressed;

**Objective 1** – Undertake a review of available data to complete a desk top study on prevalence of TFA in the environment across England, Wales and abroad. The review should include literature sources where appropriate and use suitable databases and search facilities to be able to summarise and report the current knowledge on the prevalence of TFA. This needs to include areas where concentrations may be higher, indicating any ‘hotspot’ areas. Conduct a literature review of existing analytical methodologies across England, Wales, and abroad to develop an appropriate analysis for the study.

**Objective 2** – Design an appropriate sampling schedule to ensure conclusions can be drawn and seasonality is represented. Following the completion of objective 1, it is assumed gaps in data, potential precursors and potential ‘hotspot’ areas will have been identified. It is anticipated a maximum of 300 samples will be taken over a 12-month period. This equates to approximately 12 sampling points to be sampled, fortnightly.

**Objective 3** – Undertake sampling of raw and treated waters across England and Wales. Sampling will follow the sampling schedule designed in objective 2. **Note:** there must be a **minimum** of 12 samples per sample point with a good distribution of data.

**Objective 4** – Evaluate the efficacy of current water treatment processes in the removal of TFA from drinking water supplies by comparing raw and treated water samples. Consider the most common treatment mechanisms used across the England and Wales, process limitations and ensure testing is completed using a robust approach to enable statistical analysis.

**Objective 5** – Assess the environmental catchment, using the available data and existing research to identify the most and least impactful precursors. Examples including, but not limited to, are groundwater age, aquifer type and groundwater flows. Generate hypotheses to understand the wider learning of TFA concentrations in the environment to help understand if a causal link is present between precursors such as historic and current land uses, surface water and raw water concentrations. Understand if there is a link between these precursors and the level of risk associated with them. Determine any contributing factors in the environment that may affect TFA concentrations.

**Objective 6** – Provide a final report that should be completed using an evidence-based interpretation of the results gathered in objectives 1 to 3. Ensure the report includes study limitations and recommendations for future research work on TFA removal in water treatment.

### **Deliverables**

- 1) Completion of objectives 1 & 2 – Interim Report 1
- 2) Completion of objective 3 & 4 – Interim Report 2
- 3) Final report covering all work objectives and findings.

### **Outputs and Timetable**

It is envisaged the project will take approximately 18 months to complete. This is dependent on the cost of sampling (for TFA only), the number of samples taken and the time to complete the project.

The Contractor will need to set up an inception meeting with the Defra Project Officer to discuss the project and produce a note of the meeting and any actions arising.

The Defra Project Officer must be kept informed by email at bimonthly intervals on the progress of this contract. This should be done electronically via email, where a summary progress report (no longer than 4 pages A4, 11-point Arial font and in Microsoft Word format) should be submitted to the Defra Project Officer.

A written report is required on completion of each of the deliverable described above. This should fully describe the progress of the project and its findings to that stage.

A draft final report must be submitted to the Defra Project Officer two months prior to the end of the contract (timing depends upon the length of contract). Comments on the draft final report will be provided to the contractor within one month of receipt of the draft. An electronic copy of the final report must also be provided in Word format, and for the final agreed version to also be in PDF format that is compliant with the Web Content Accessibility Guidelines (known as [WCAG 2.1](#)).

### **Publication**

It is Defra policy to publish all final project reports and the report from this project will be made available on both the Defra and DWI websites. Defra expects research contractors to publish their findings in scientific or industry journals or conference proceedings. The DWI will reserve the right to determine if and how results should be published.

### **References**

Environmental Science: Processes & Impacts (2021) Insufficient evidence for the existence of natural trifluoroacetic acid. The Royal Society of Chemistry. Issue 11, 2021. Joudan, Shira, De Silva, Amila O., Young, Cora J. SN:2050-7887.



USEPA (2009) Long-chain Perfluorinated Chemical (PFCs) Action Plan. Washington DC: United States Environmental Protection Agency p24.

UBA (2023): Trifluoracetat (TFA): Grundlagen für eine effektive Minimierung schaffen - Räumliche Analyse der Eintragspfade in den Wasserkreislauf.

8 Freeling, F.; Behringer, D.; Heydel, F.; Scheurer, M.; Ternes, T. A.; Nödler, K. Trifluoroacetate in Precipitation: Deriving a Benchmark Data Set. Environ. Sci. Technol. 2020, 54 (18), 11210–11219.

Michael Garry (2024) German Chemicals Office Plans EU Proposal Linking TFA to Reproductive Toxicity [Online]. Available: <https://naturalrefrigerants.com/german-chemicals-office-plans-eu-proposal-linking-tfa-to-reproductive-toxicity/> [Accessed 31.07.24]

The Water Supply (Water Quality) Regulations 2016

The Water Supply (Water Quality) (Amendment) Regulations 2018 (Wales)

### **Payment Schedule**

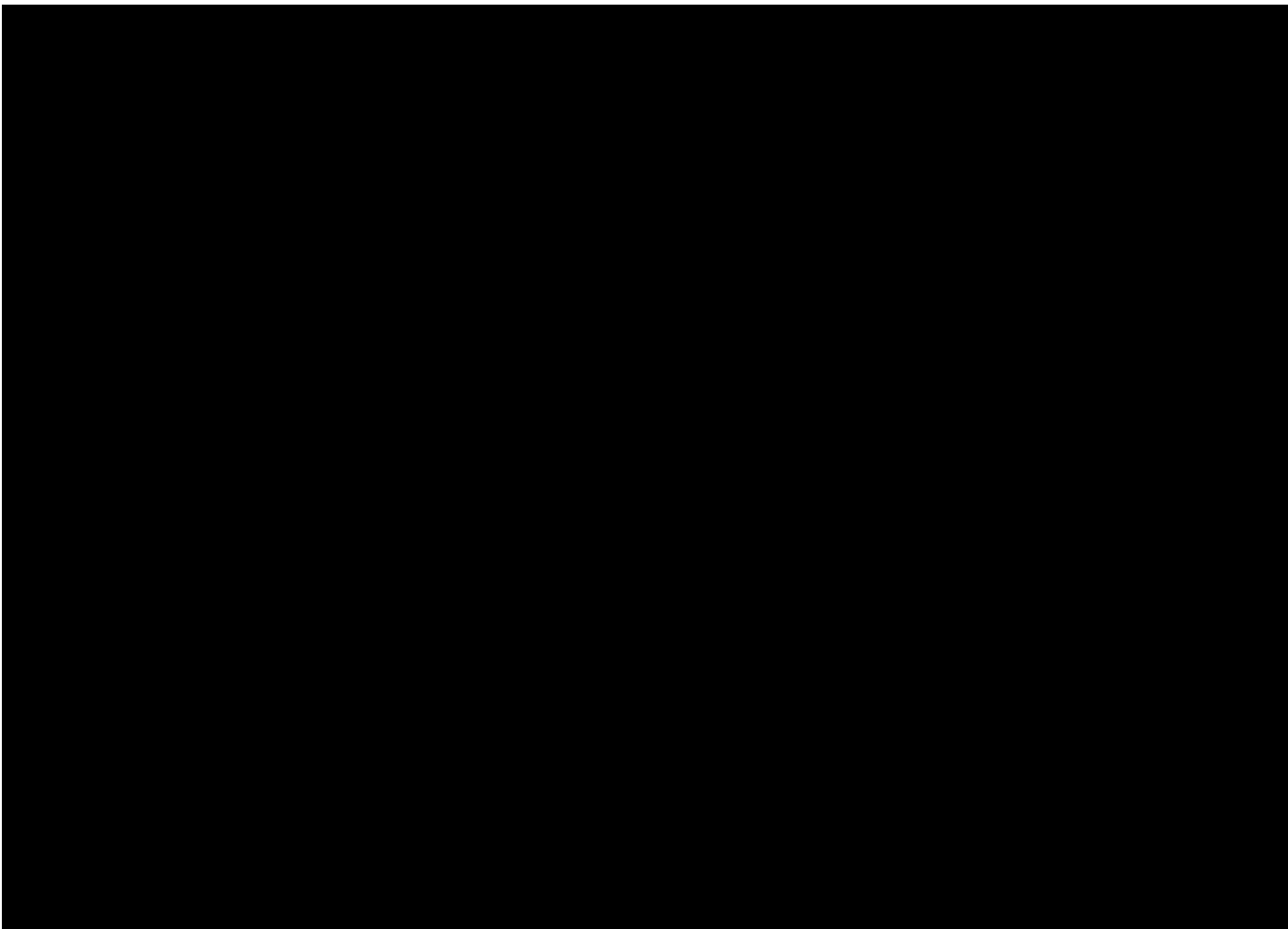
Milestone and payment schedule will be agreed with the contractor based on the deliverables given above.

Payment will be done in 6 stages by invoicing for progress of tasks in line with the project milestones agreed with the successful bidder following award of the contract.

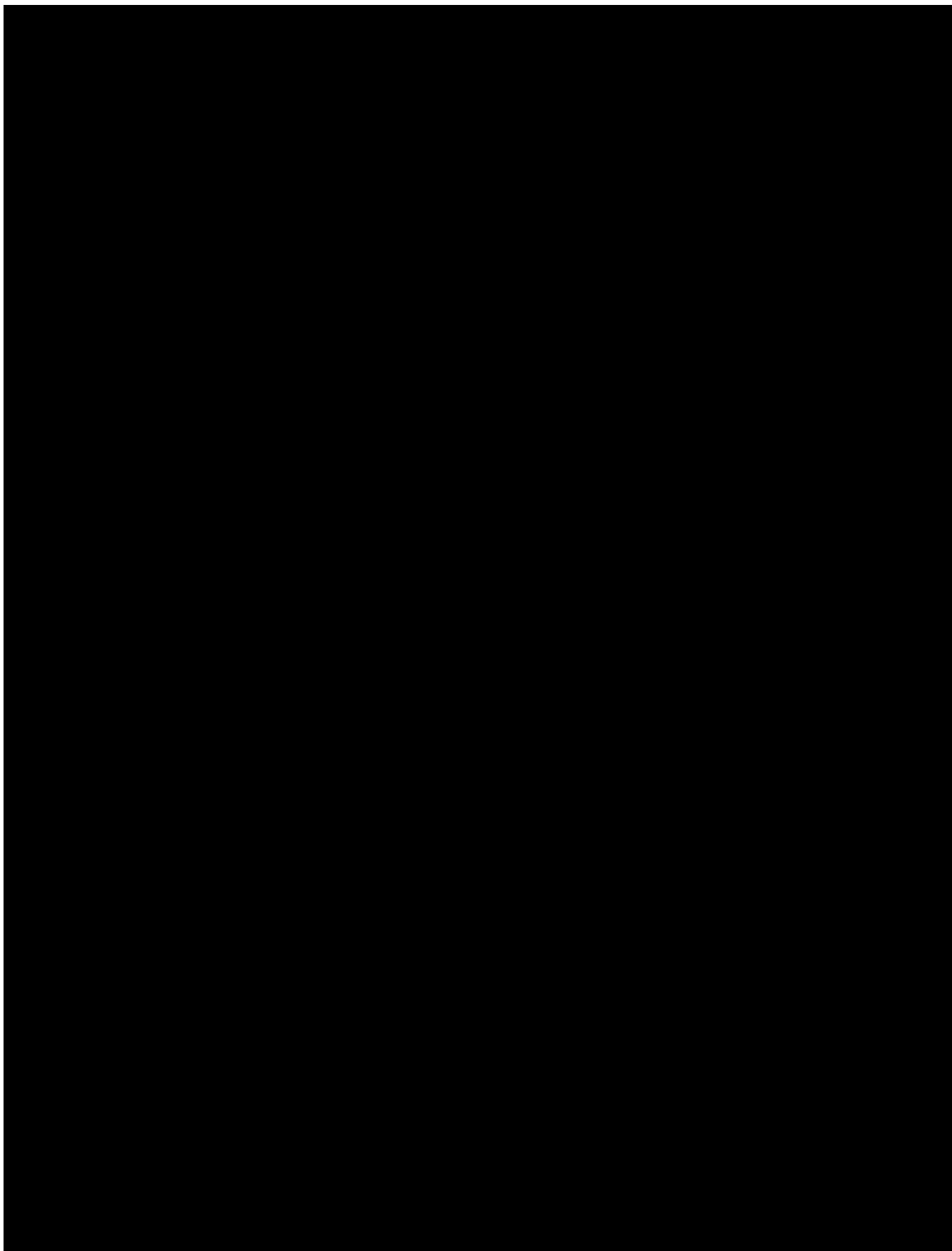
#### **Payment schedule:**

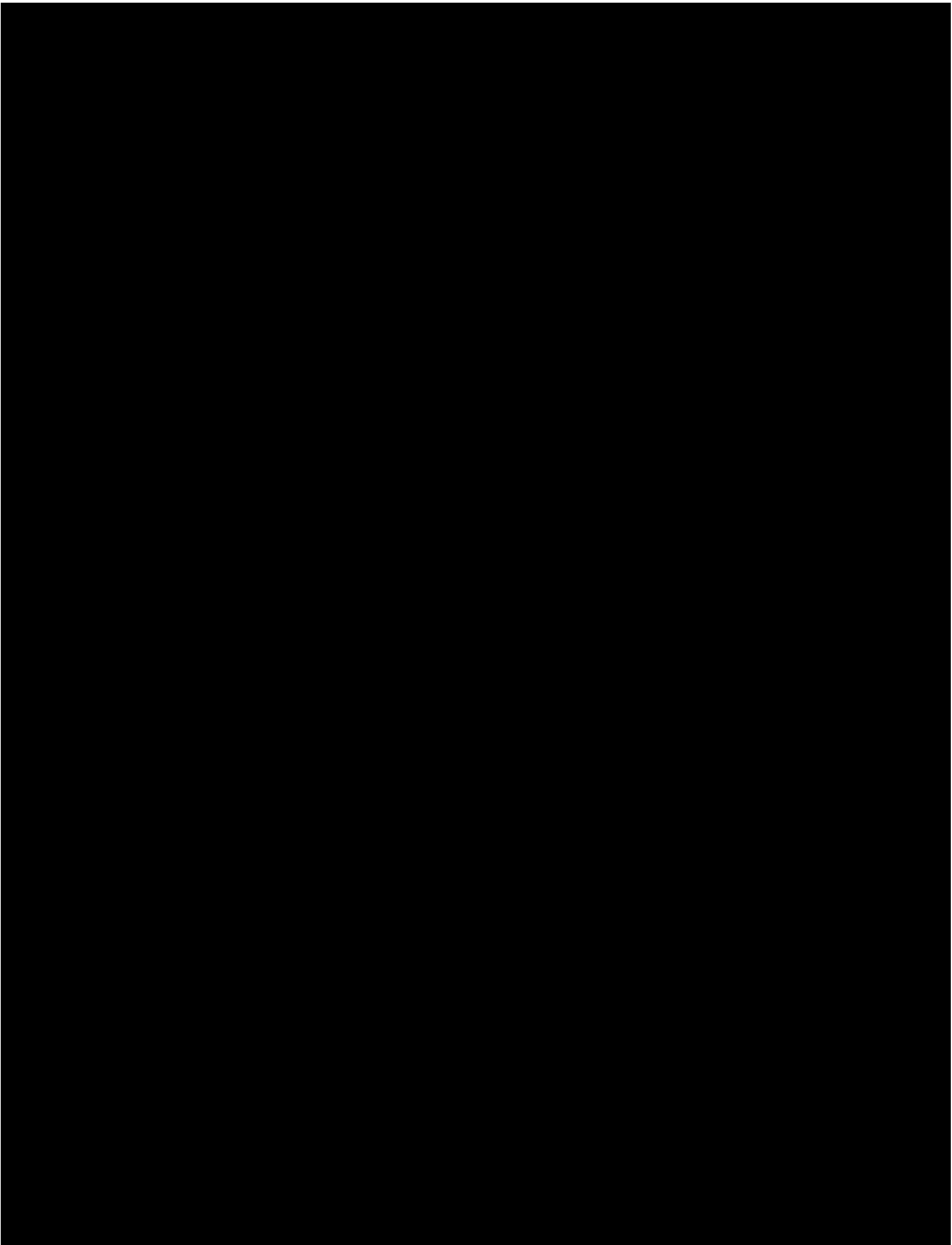
1. 15% on project inception (6 January 2025)
2. 25% on completion of Milestones 1 and 2 (30 April 2025)
3. 15% interim sampling and analysis (30 August 2025)
4. 15% interim sampling and analysis (30 November 2025)
5. 15% Sampling completion (30 April 2026)
6. 15% Final report submission (30 June 2026)

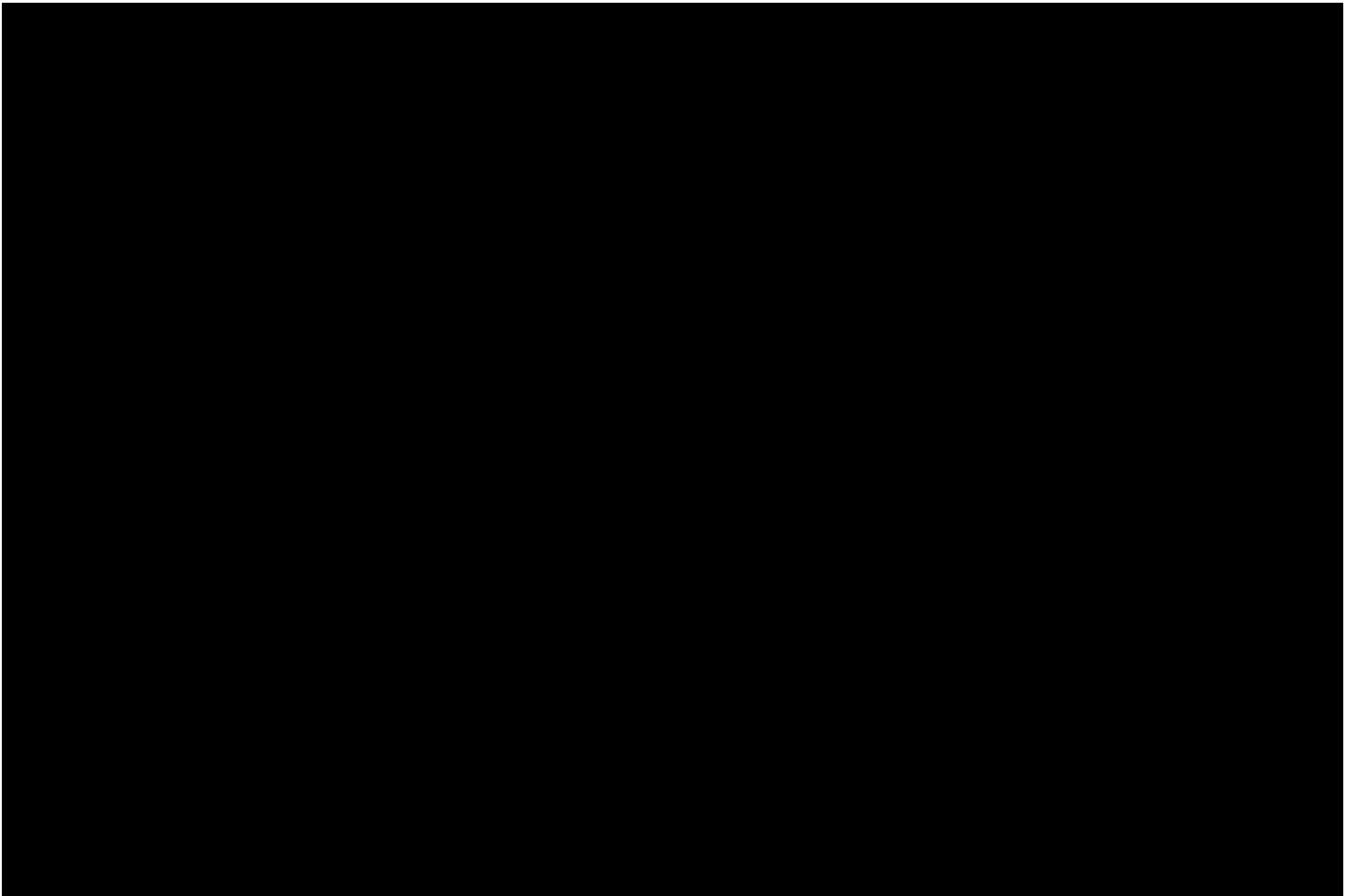
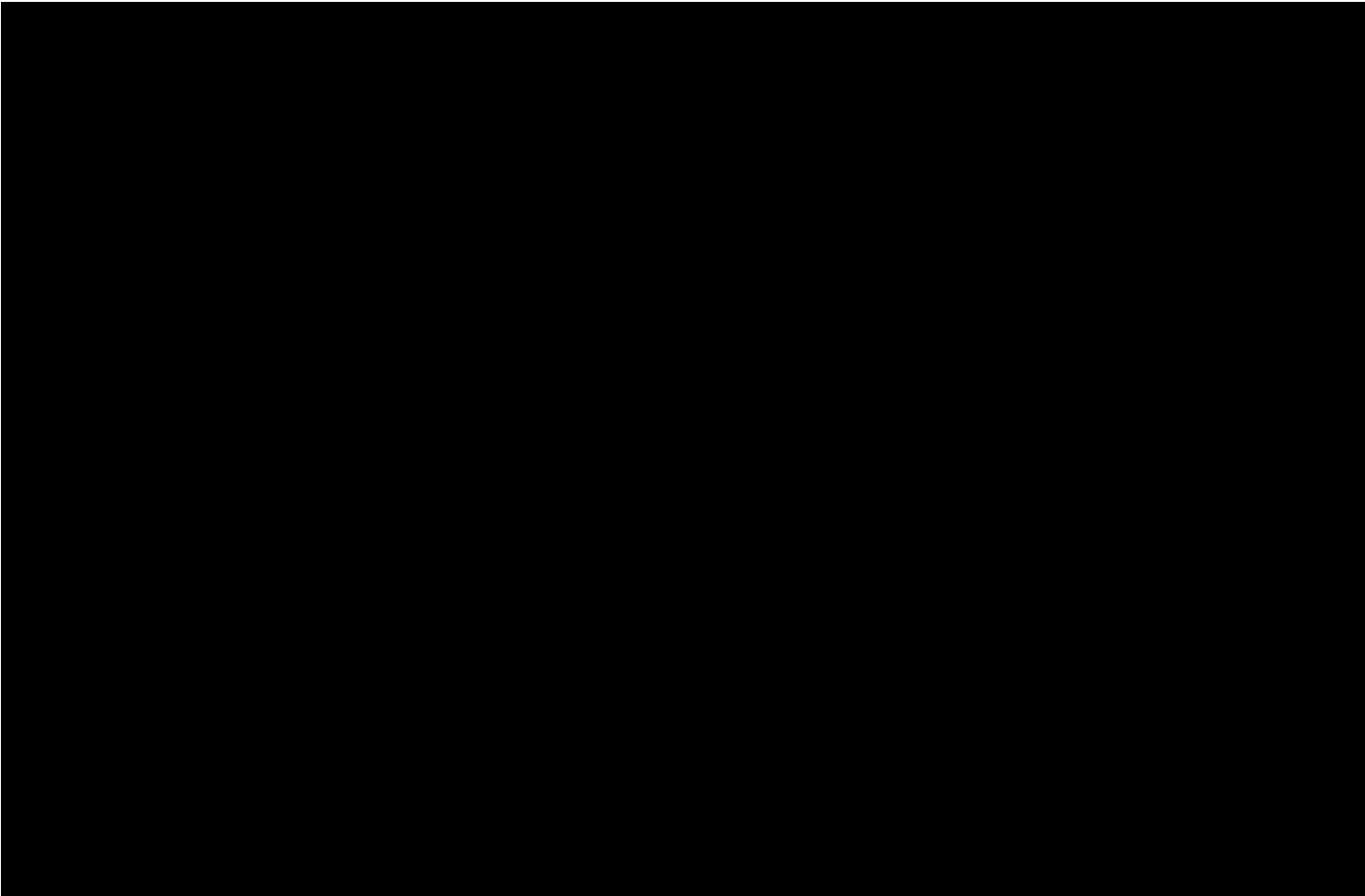
### **Appendix 3: Charges**

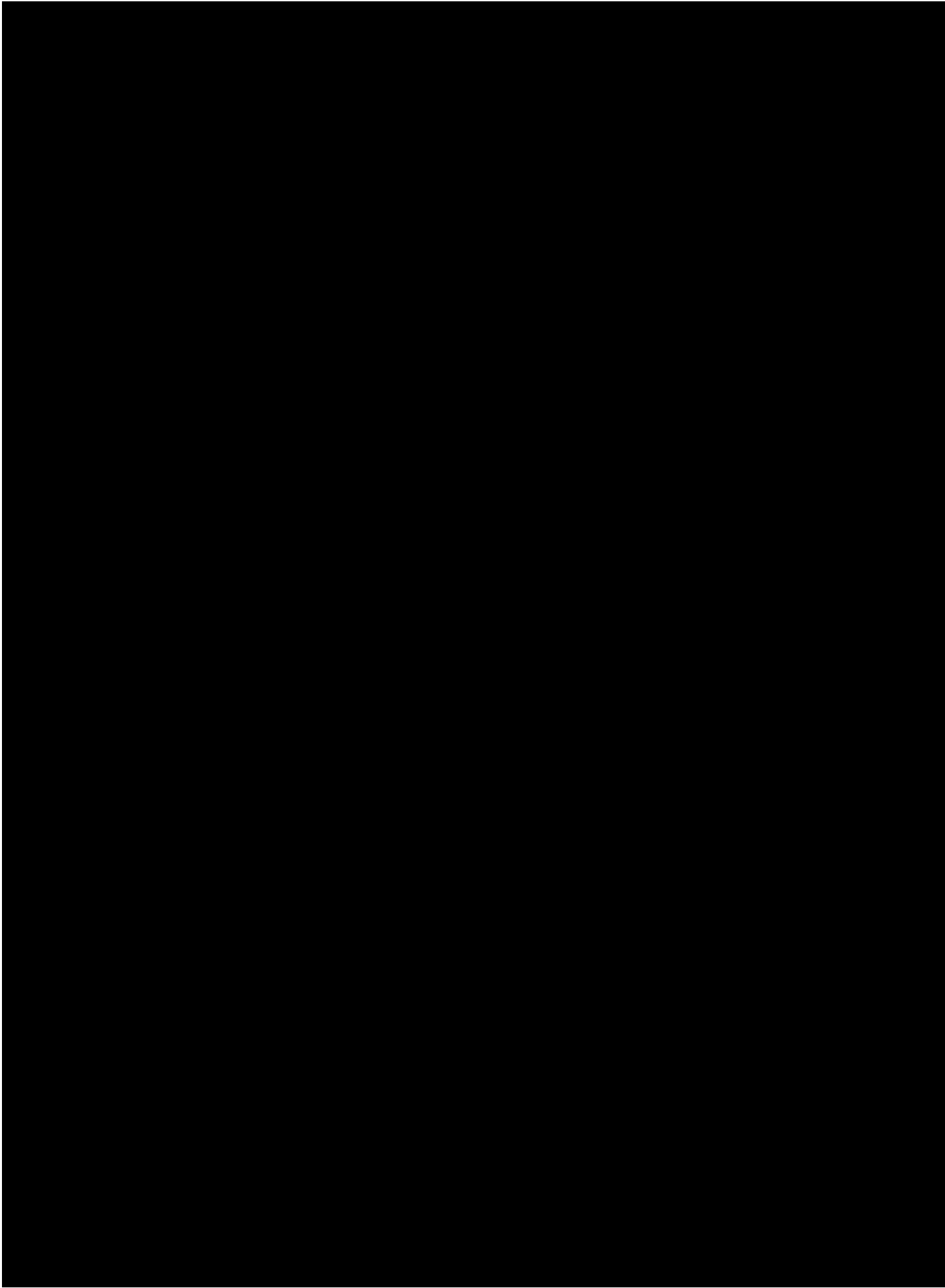
1. The Authority will pay to the Contractor no more than the fixed sum of [REDACTED] (Plus VAT) for the whole contract period.
  2. The Authority shall pay all sums due to the Contractor within 30 days of receipt of a valid invoice.
  3. The invoice must include a valid purchase order number (PO Number) and the details (name and telephone number) of your customer contact (i.e. Contract Manager).
  4. To avoid delay in payment it is important that the Contractor submit a compliant invoice. Any non-compliant invoices received will be returned to the Contractor, which may lead to a delay in payment
  5. The Authority is liable to the Contractor only for their respective payment in accordance with this schedule.
  6. Any overpayment to the Contractor made by the Authority, whether of Project price or of VAT, shall be a sum of money recoverable by the Authority from the Contractor.
- 

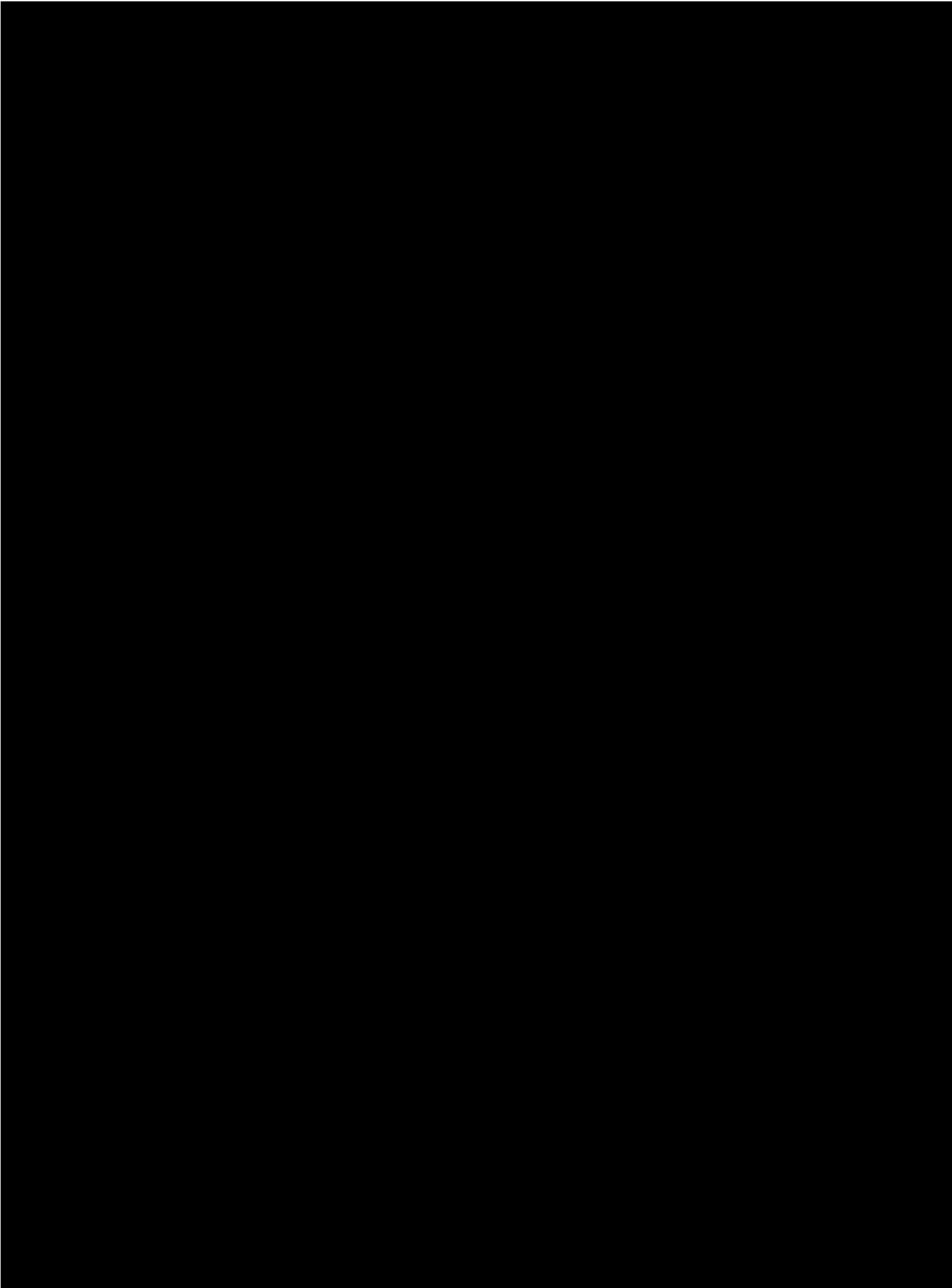
#### **Appendix 4: Supplier Submission**

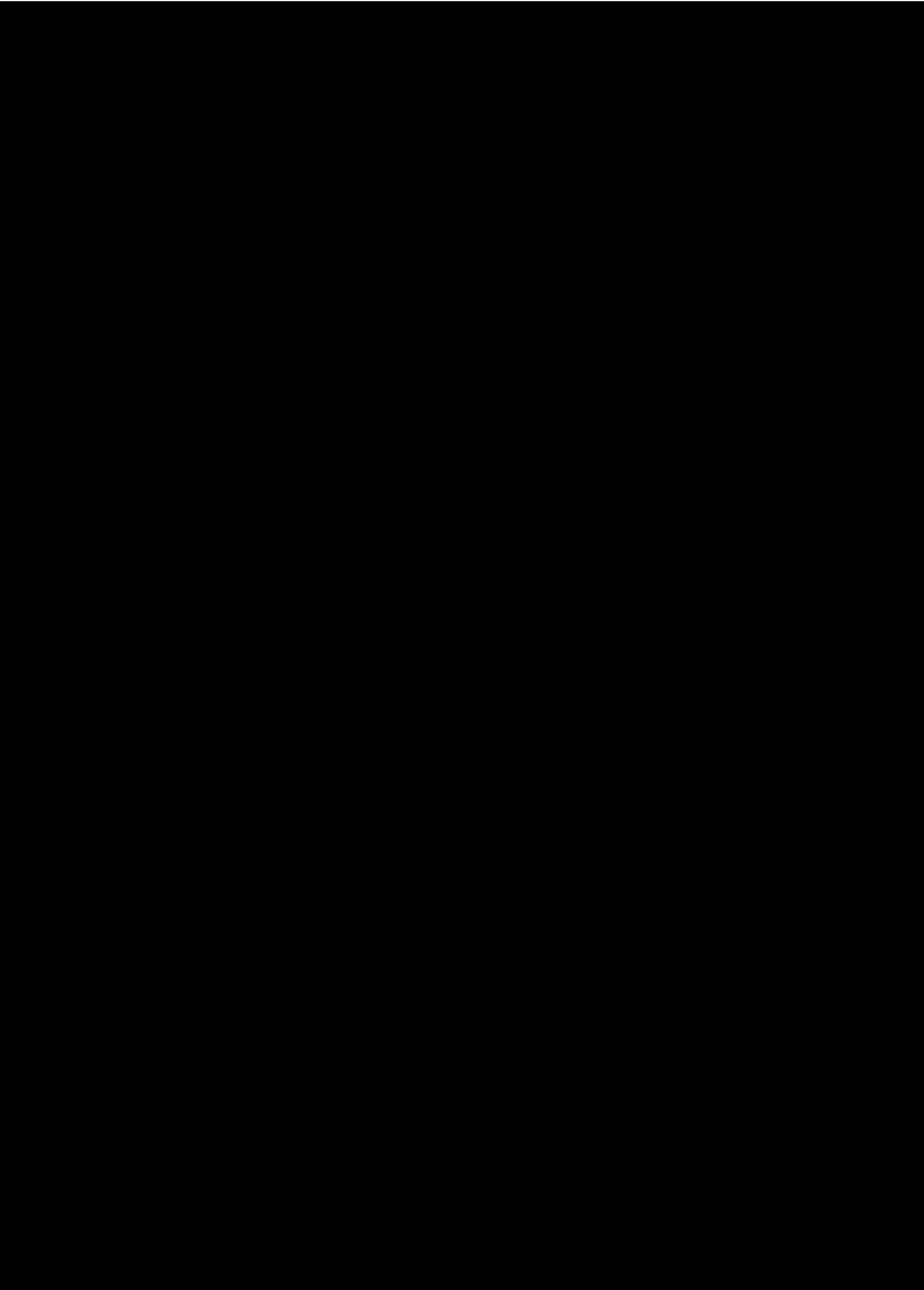








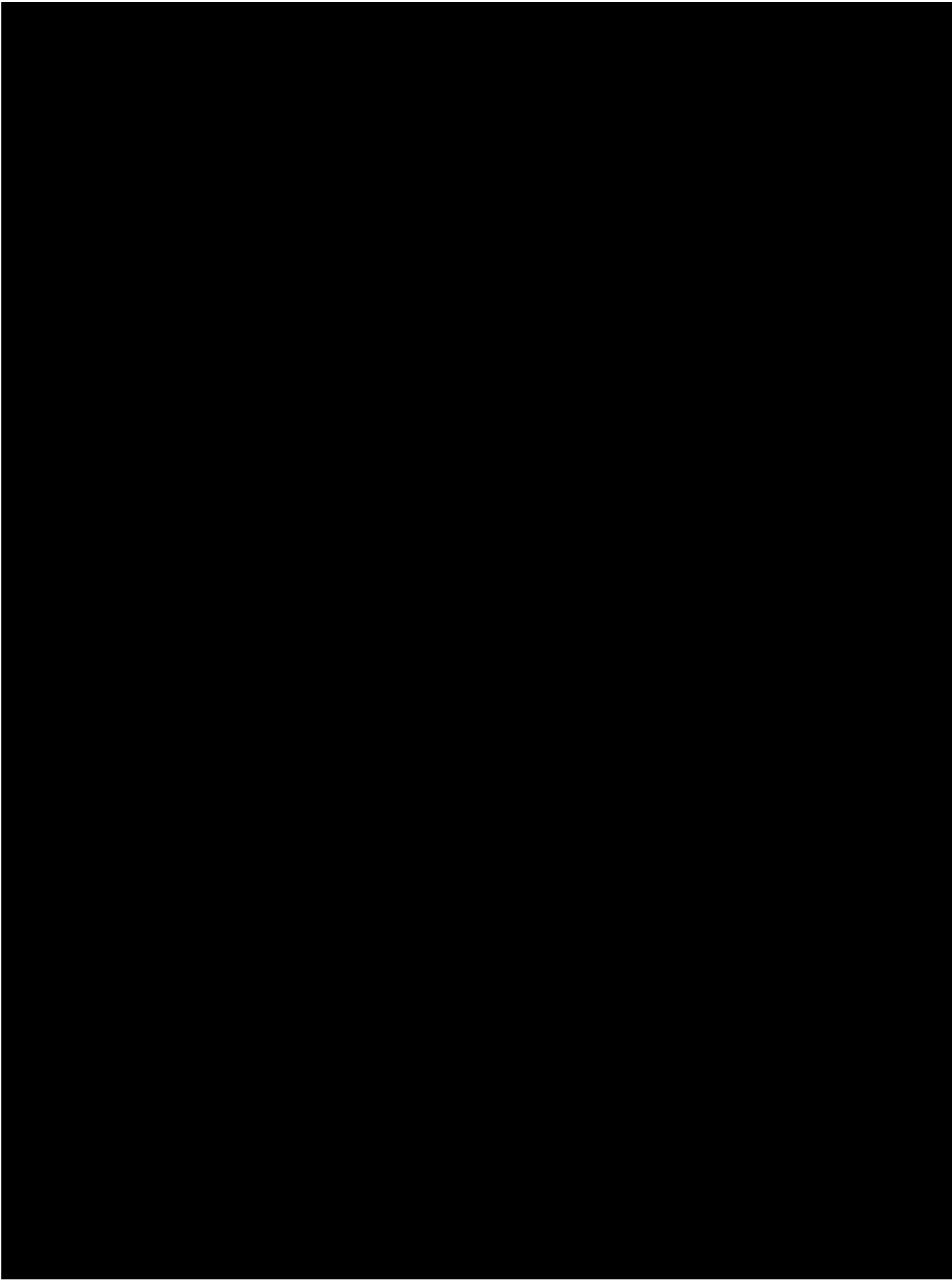


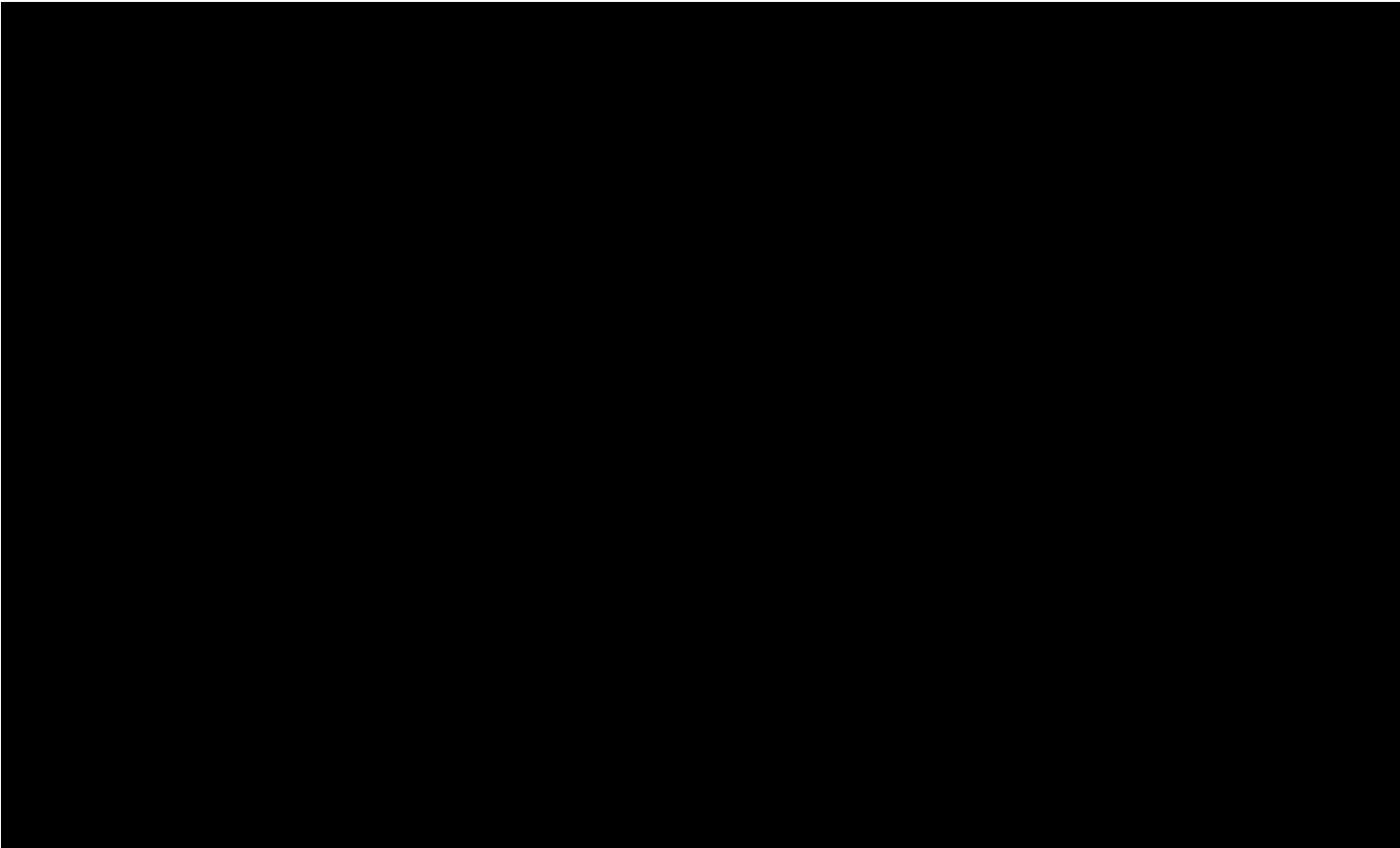


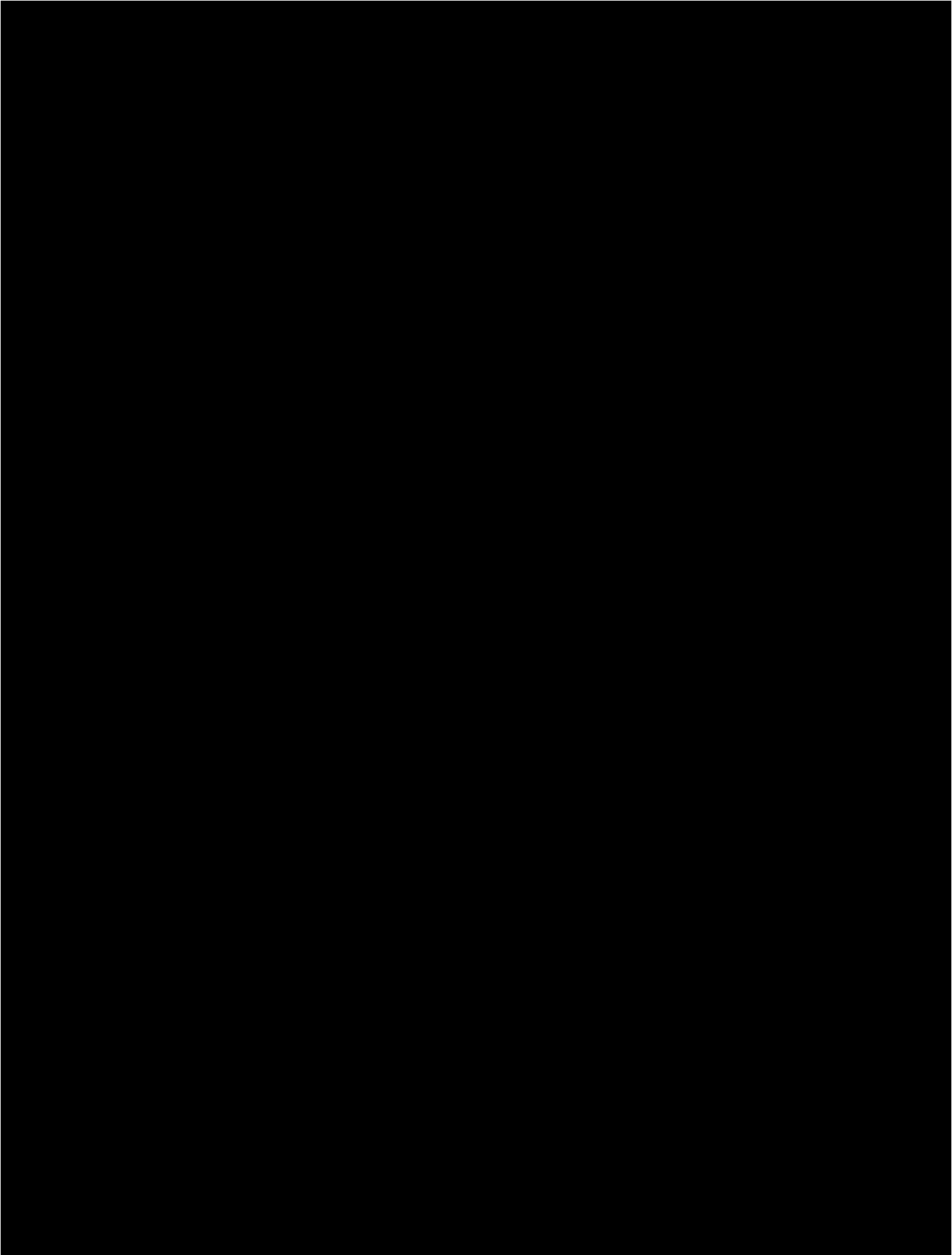


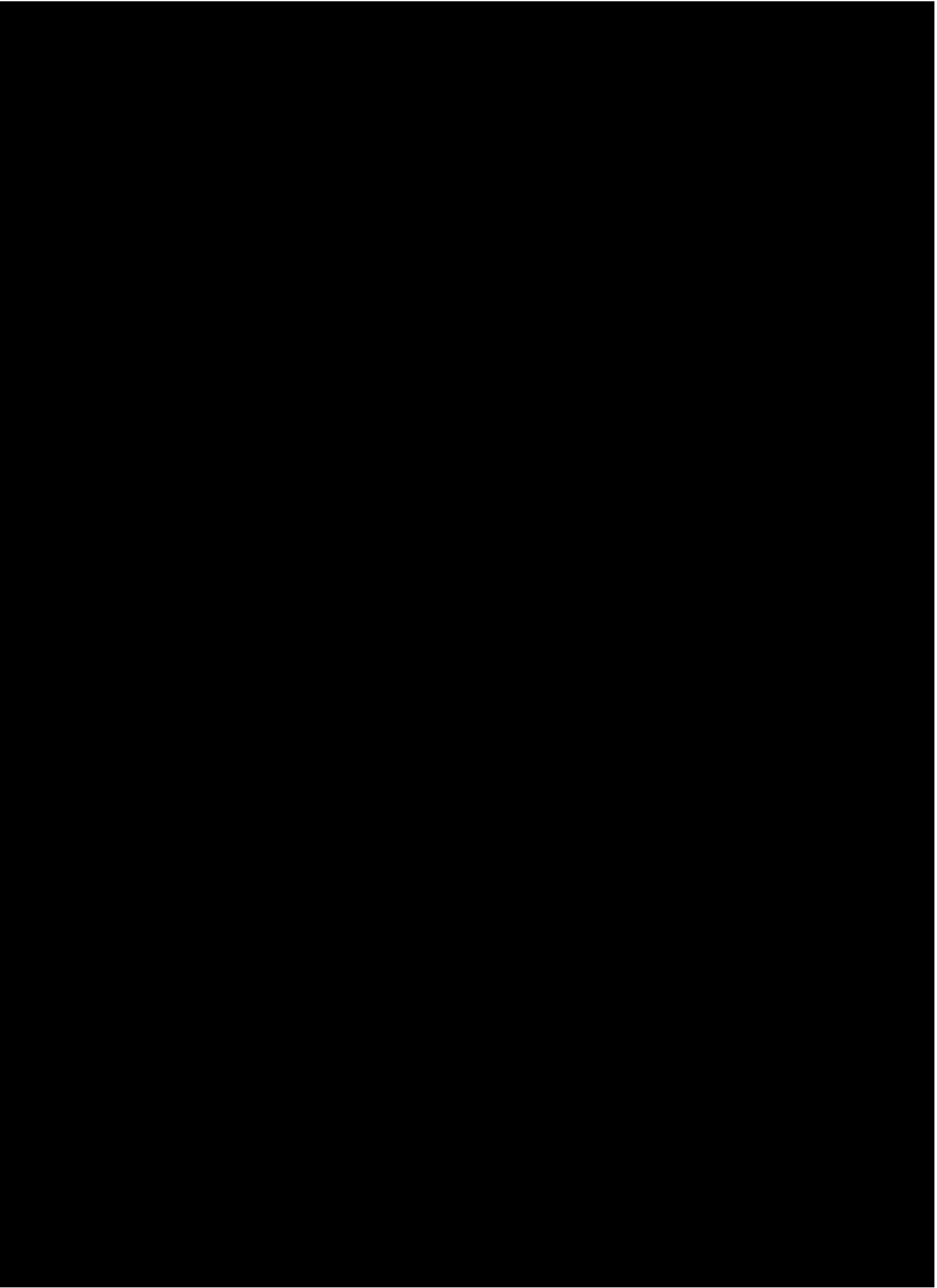


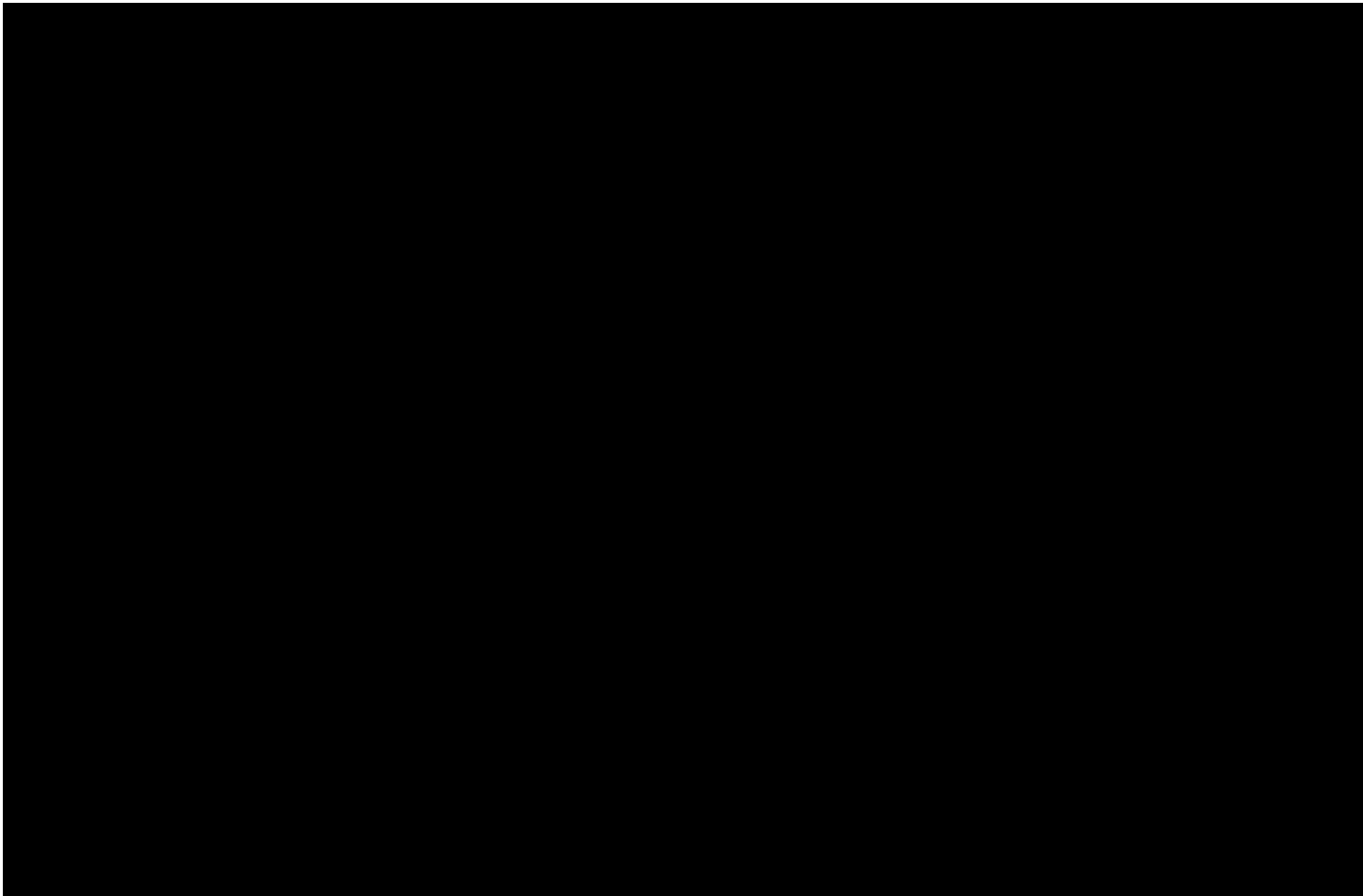
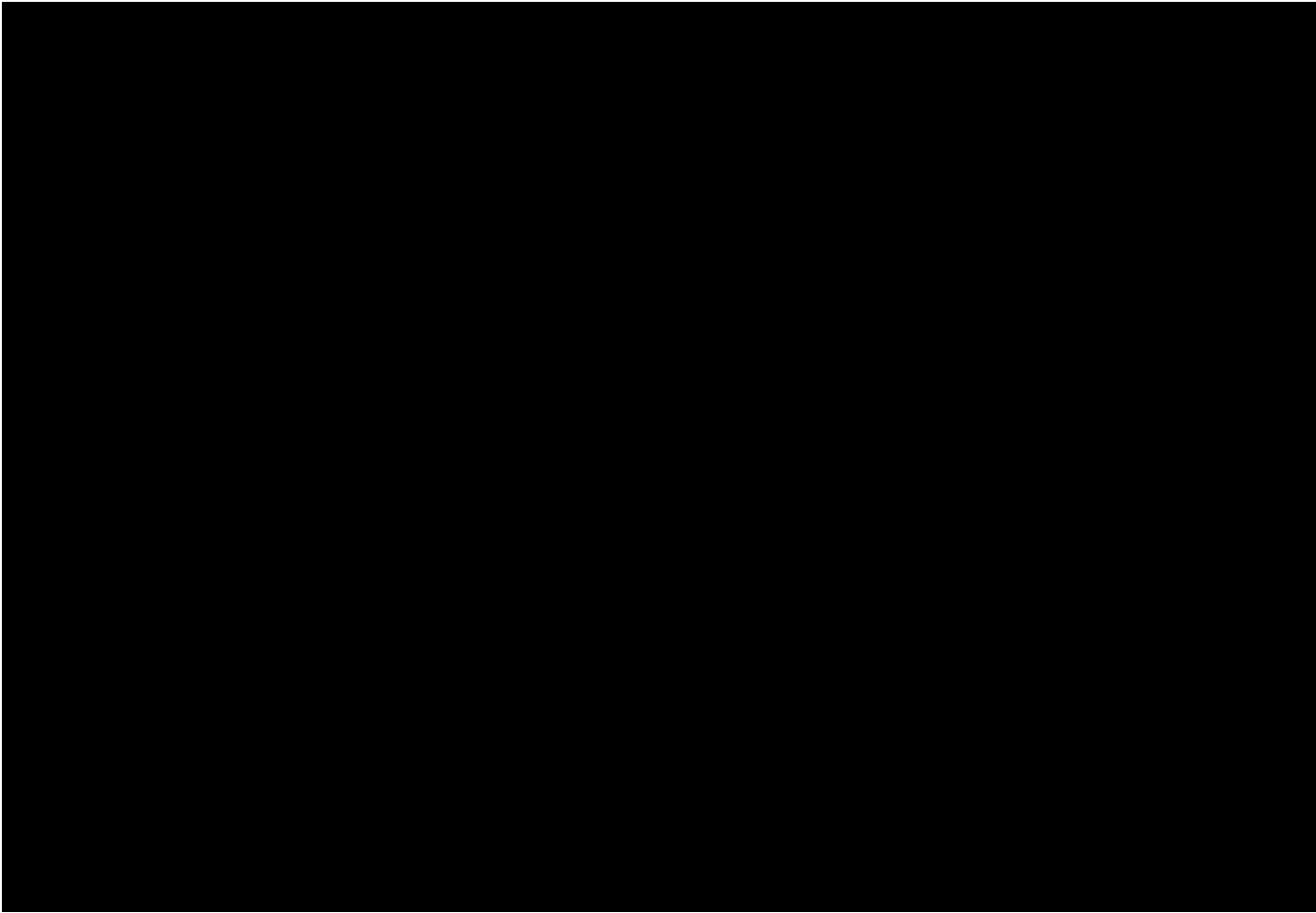


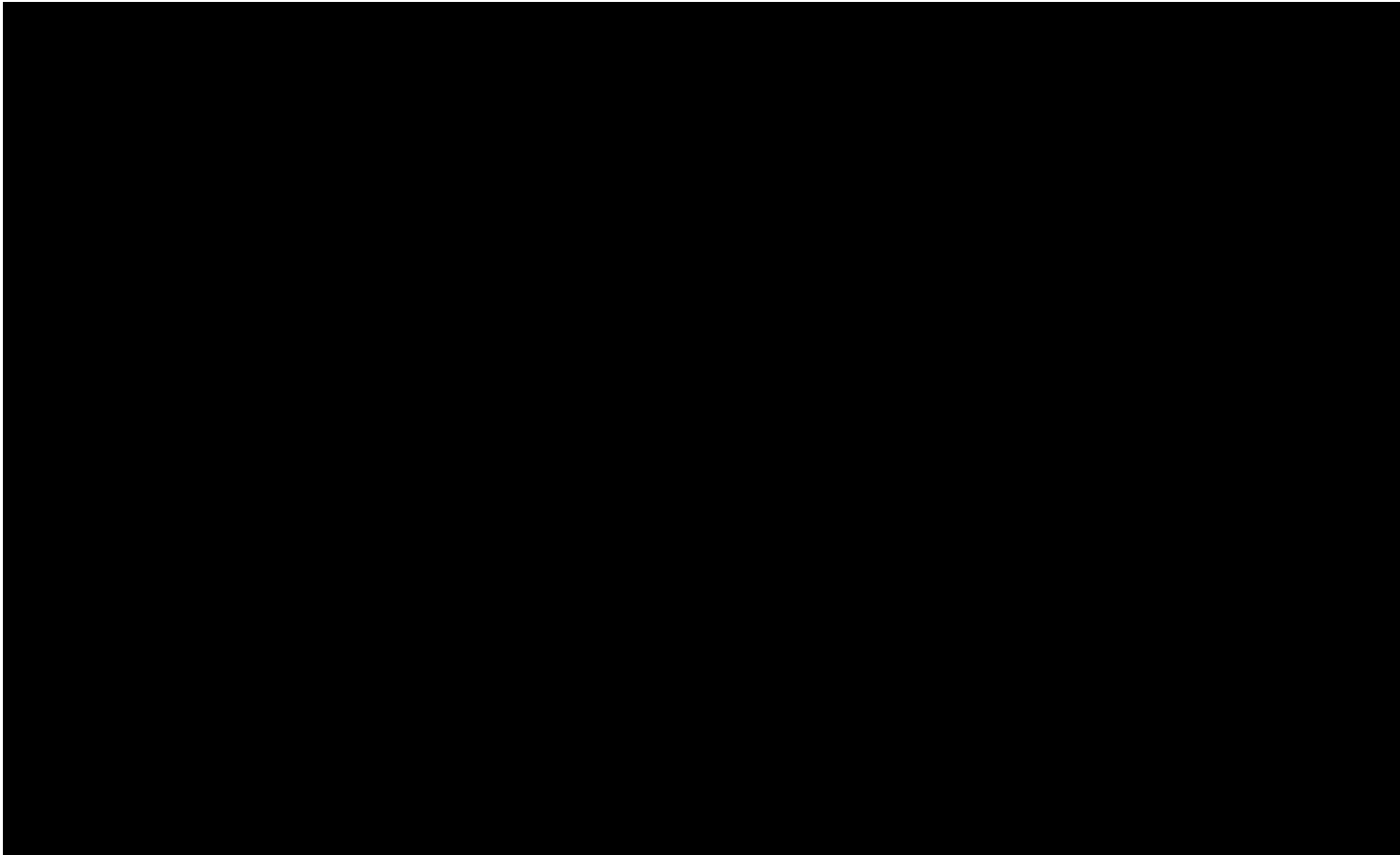




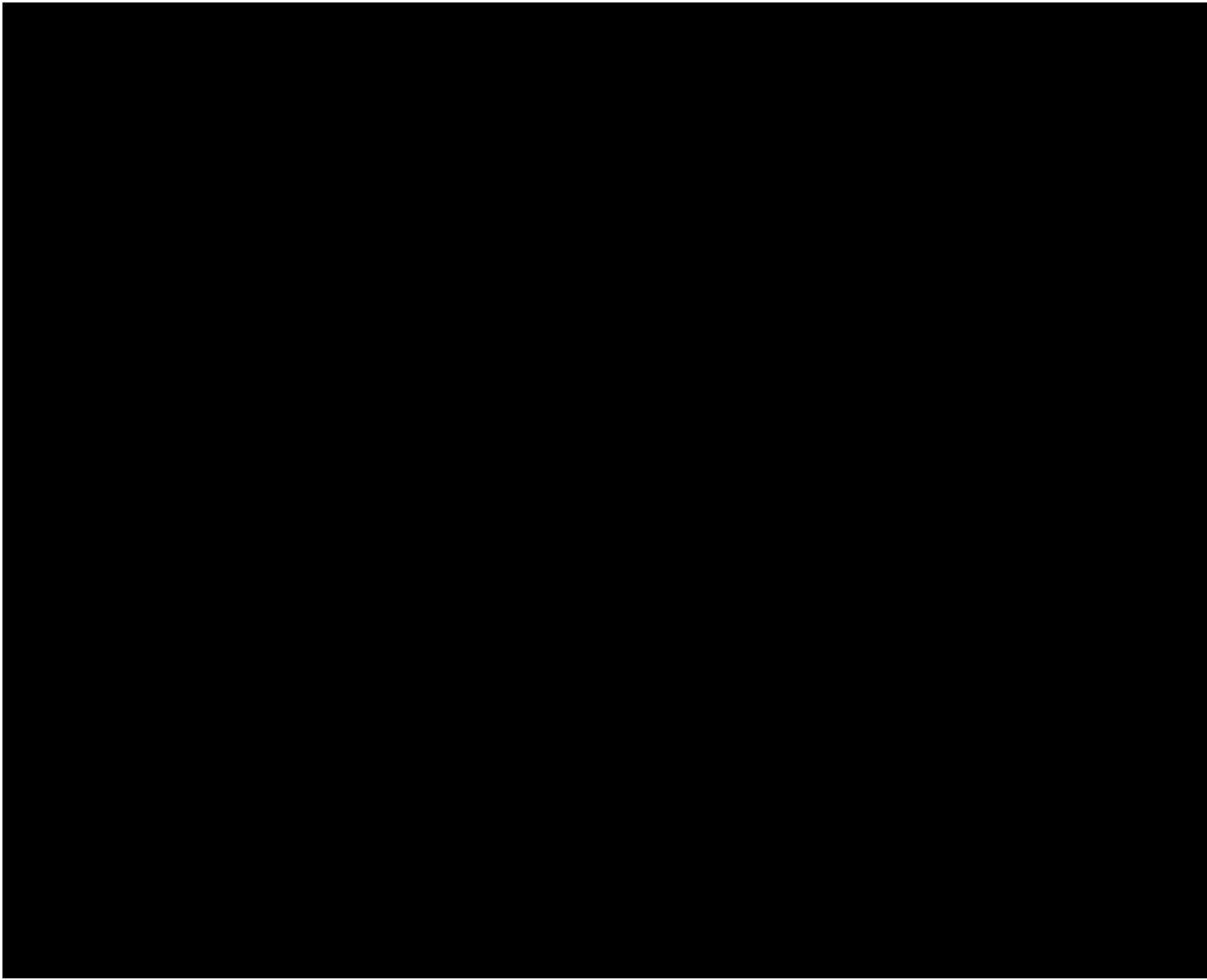








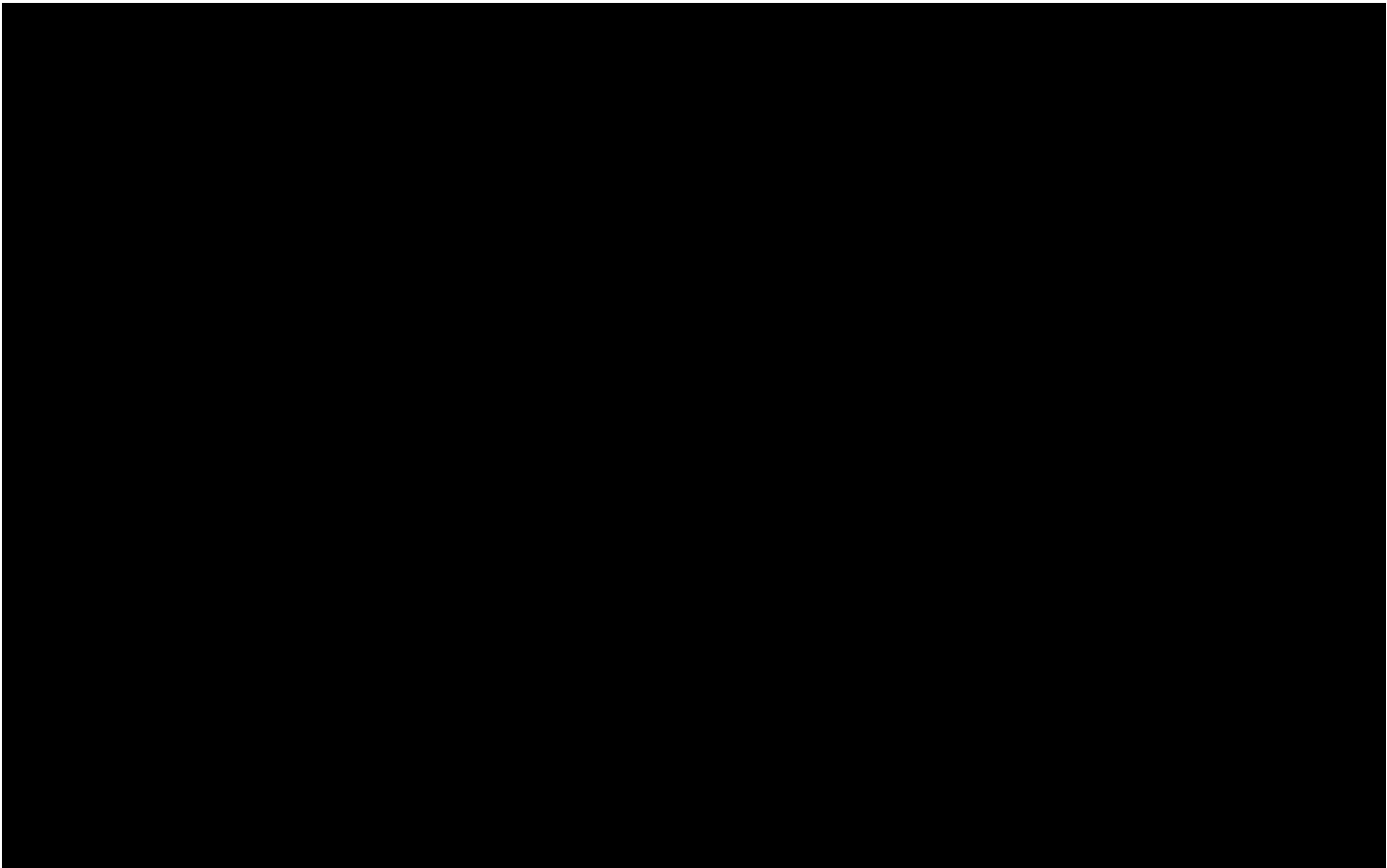




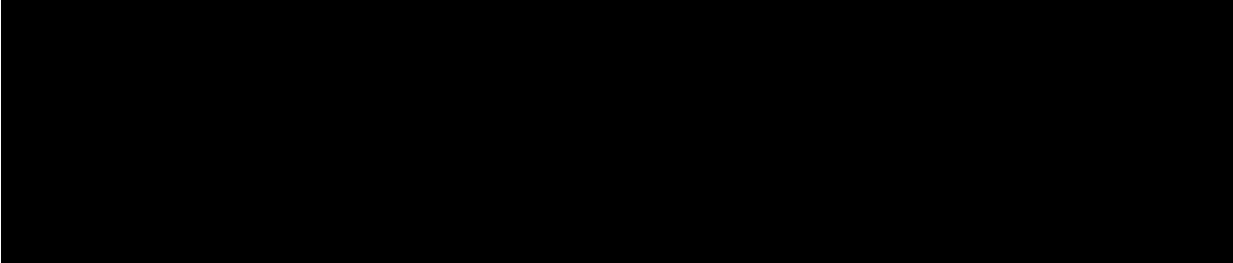
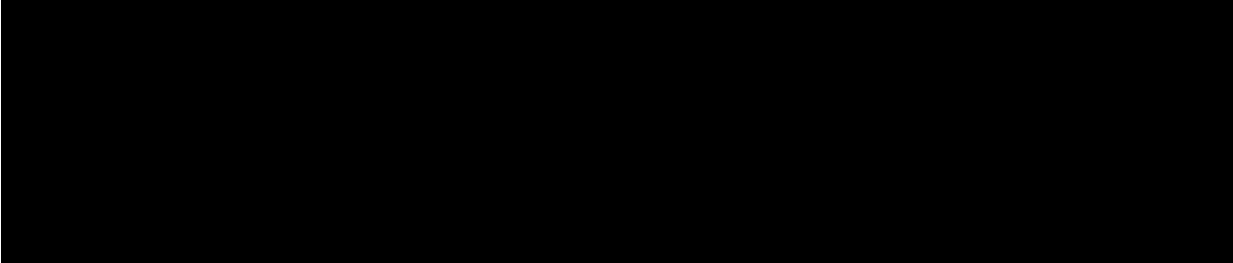


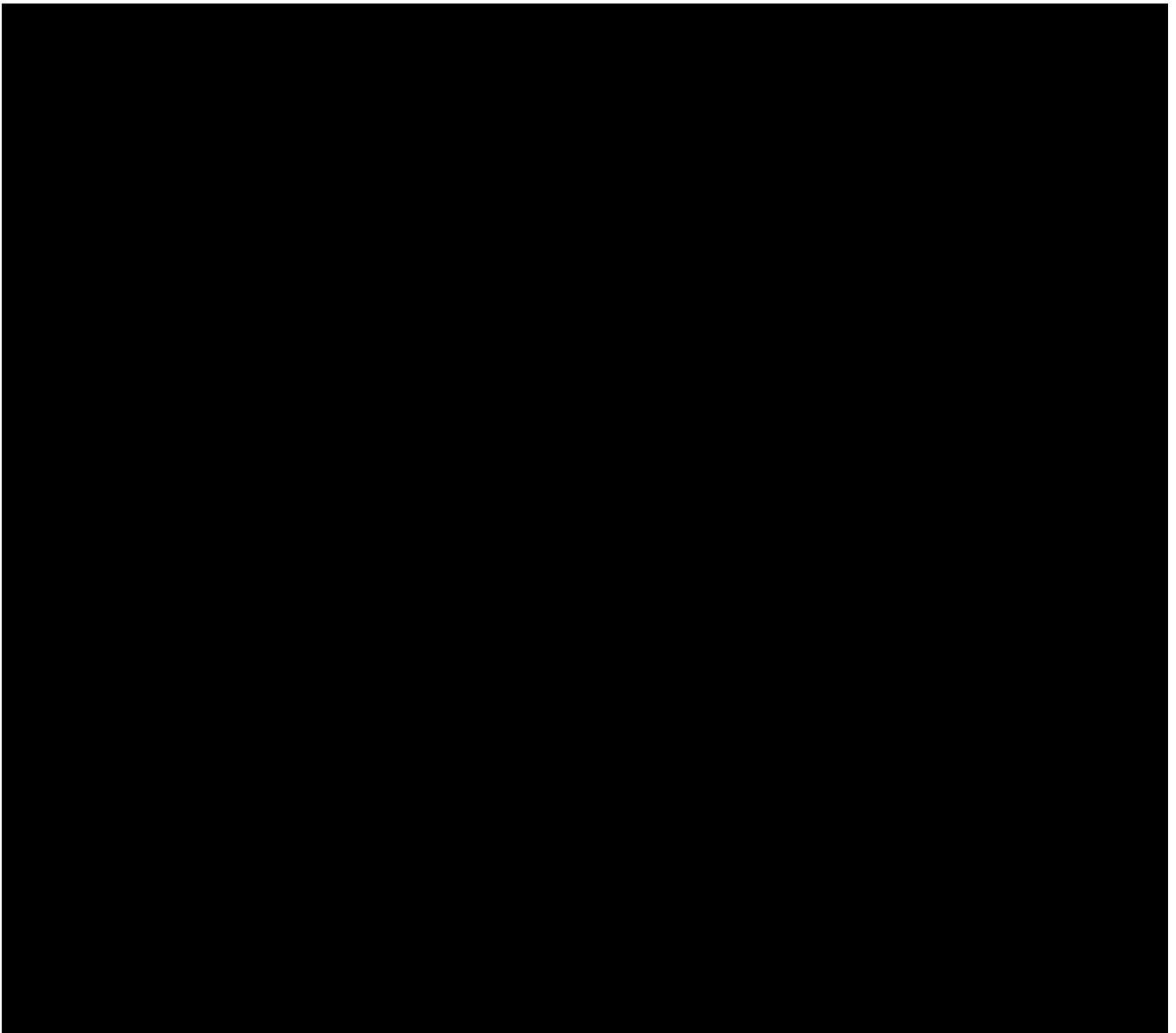






## **Appendix 5: Processing Personal Data**

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. 
3. 
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.





## **Appendix 6: Performance Management Framework**

### **1. Overview of the PMF**

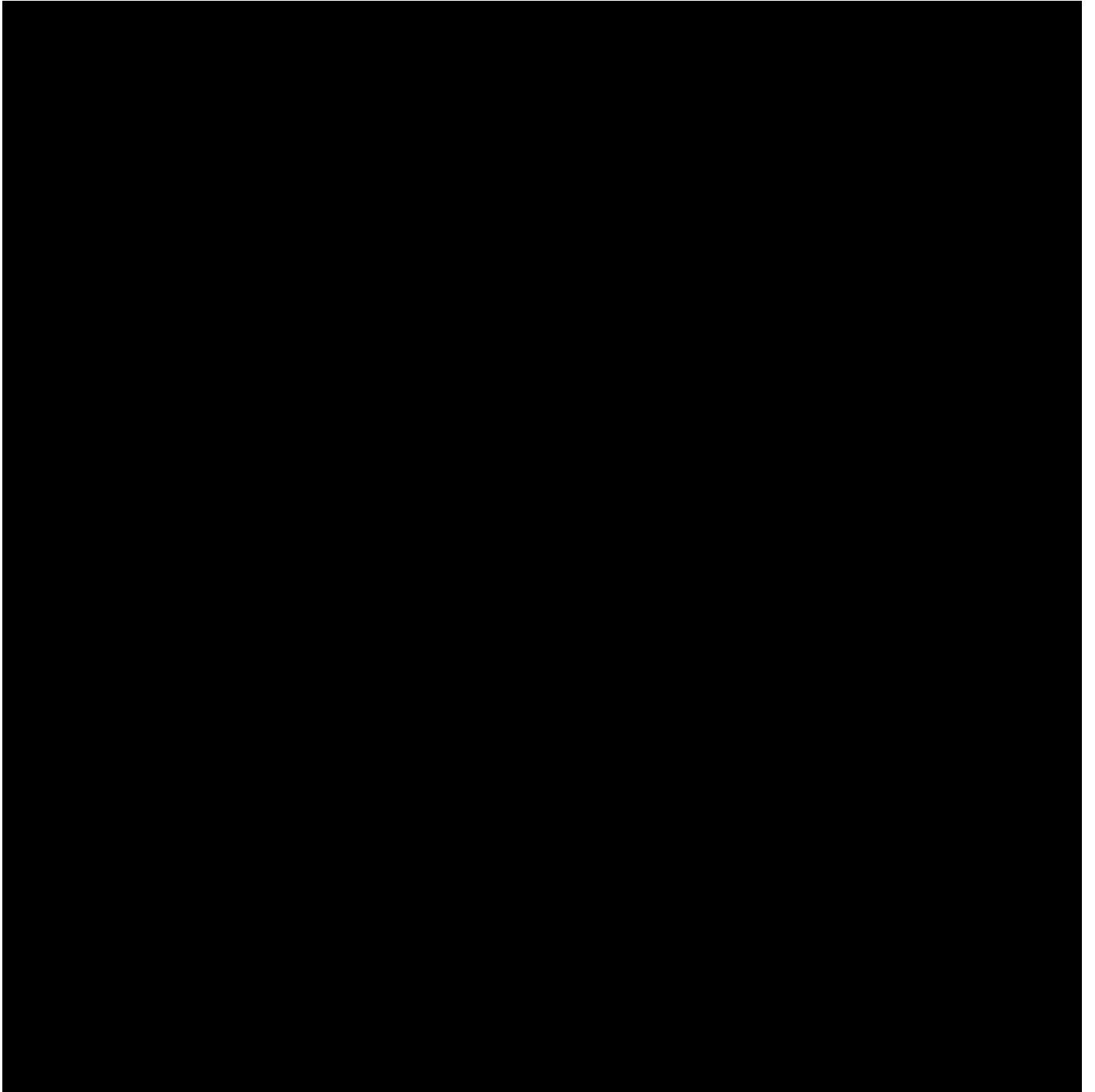
- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure, and control all aspects of the Supplier's performance of contract responsibilities should they be awarded following mini competitions.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated, and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
  - Updates to Authority
  - Data Handling
  - Participatory Outputs
  - Reports
  - Presentations
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

### **2. Management of the PMF**

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings with the Authority, who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also must be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.
- 2.5. The Authority reserves the right to amend the existing KPI's detailed in appendix 7 below or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.



## **Appendix 7: Key Performance Indicators**



## **Appendix 8 - NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT is made the **06<sup>th</sup> day of January 2025** (the "**Commencement Date**")

BETWEEN:

Ricardo-AEA Ltd, of The Gemini Building, Harwell, Oxfordshire, OX11 0QR, United Kingdom - (registered in England and Wales under number 08229264 whose registered office is situated at [the aforementioned address] (the "**Contractor**");

and

[Drinking Water Inspectorate, Ground Floor, Seacole Building, 2 Marsham Street, London **SW1P 4DF**, (the "Disclosee").

(each a "Party" and together the "Parties").

WHEREAS:

- (a) The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the "Authority") to provide goods and/or services to the Authority in an agreement dated [insert date] (the "Contract").
- (b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is an [insert employee, professional advisor or consultant] of the Contractor engaged in the provision of certain goods and/or services to the Authority in support of or in connection with the goods and/or services to be provided by the Contractor under the Contract.
- (c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.
- (d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

Definition and Interpretation

- 1. In this Agreement:
  - a) "Confidential Information" means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential

(however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679); whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

- b) "Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
- 2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
- 4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
- 5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

## CONFIDENTIALITY

- 6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor's delivery of the goods and/or services under the Contract without the prior written permission of the Authority.
- 7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.

8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.
9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.
10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.
11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.
12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.
14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
  - 14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
  - 14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
  - 14.3 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
  - 14.4 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

## GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.

25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

SIGNED by the authorised signatory for and on behalf of the Contractor:



