



Department
for Environment
Food & Rural Affairs



T: 03459 335577
helpline@defra.gov.uk
www.gov.uk/defra

The Chartered Institution of Water and Environmental Management
106-109 Saffron Hill
London
EC1N 8QS

Your ref: ecm_66449
Our ref: [REDACTED]
Date: 02/12/2022

Dear Sir/Madam

[REDACTED] - Water Industry Training and Certification for Regulatory Officers

I am pleased to inform you that the Environment Agency hereby accepts your proposal in respect of the above contract. The contract shall be carried out in accordance with:

- This contract award letter
- The Conditions of Contract for Services

The price for this contract is as follows:

Activity	Due Date	Cost (£GBP)
Delivery of training to EA Regulatory Officers	By 31 st March 2026	£147,302.90

The price will remain fixed for the duration of the contract.

The contract is awarded for an initial period of [3] [years], from 05/12/2022 to 31/03/2026.

The Purchase Order number for development costs will be placed once the contract is accepted. We will require you to quote this on all invoices to ensure timely payment. Invoices should be sent electronically to:

accounts-payable.ea@gov.sscl.com

Invoices not containing the correct Purchase Order number will mean we are unable to process them and they will be returned to you.

This contract will be managed on behalf of the Environment Agency by [REDACTED].
The contract reference and title given above should be quoted on all correspondence.

The contract will be governed by the EA's terms and conditions as contained within the original request for quotation.

Please acknowledge receipt of this letter and confirm your acceptance by return.

Yours sincerely

[Redacted]


[Redacted]

Learning and Development Commercial Lead
Defra group Commercial, Corporate Services, Workforce

T:

[Redacted]
[Redacted]

Receipt and acceptance of award for the above contract, as per the Environment Agency's award letter of 02/12/2022 acknowledged for supplier name by:

Name	Darren Eckford
Signature	
Dated	17-01-2023

Conditions of Contract - Services

Ref: «ecm 66449»

Title: «Water Industry Training and Certification for Regulatory Officers»

1. DEFINITIONS	
2. PRELIMINARY	
3. THE SERVICES	
4. ASSIGNMENT	
5. SUBCONTRACTING	
6. INTELLECTUAL PROPERTY RIGHTS	
7. WARRANTY	
8. STATUTORY REQUIREMENTS	
9. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY	
10. PUBLISHER	
11. EXTENSIONS OF TIME	
12. DEFAULT	
13. TERMINATION	
14. INDEMNITY	
15. LIMIT OF CONTRACTOR'S LIABILITY	
16. PREVENTION OF FRAUD AND CORRUPTION	
17. ACCOUNTING AND AUDIT	
18. INVOICING AND PAYMENT	
19. INTELLECTUAL PROPERTY RIGHTS	
20. WARRANTY	
21. STATUTORY REQUIREMENTS	
22. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY	
23. PUBLISHER	
24. LAW	
25. ENFORCEABILITY AND SURVIVORSHIP	
26. DISPUTE RESOLUTION	
27. FREEDOM OF INFORMATION	
28. SECTION	

This document may be reproduced or transmitted in any form or by any means, including photocopying and recording, without the written permission of the copyright holder.

It must also be obtained before any part of this publication is stored in a retrieval system of any nature.

© Environment Agency 2018

1. DEFINITIONS

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

1.1.1. Agency

Environment Agency, its successors and assigns.

1.1.2. Agency Property

Any property made available for use by the Agency in connection with the Contract.

1.1.3. The Appendix

1.1.4. The Contract

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

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

1.1.6. Contract Period

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

Contractor Personnel

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

1.1.8. Contract Price

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

1.1.9. Supervisor

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

1.1.10. Contracting Authority

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

1.1.11. Data Protection Legislation

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

will comply with the Data Protection Legislation.

Rights

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

1.1.14. Law

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply

1.1.15. Notice

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

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

or posted to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

1.1.16. Results

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

1.1.17. The Resulting Rights

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

1.1.18. Permission

Express permission given in writing before the act being permitted.

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

1.1.22. Definitions

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

out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988

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

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

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

To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

Contract including Appendix, Data Protection Schedule and

Specification:

- Pricing Schedule,

Drawings, maps or other diagrams

3. CONTRACT SUPERVISOR

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4. THE SERVICES

The Contractor shall provide all staff, equipment, materials and any other resources necessary for the performance of the Contract using reasonable skill and care and under the supervision of the Contract Supervisor.

The Contractor shall employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, incompetent, inefficient, himself, is incompetent or incapable of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

5. ASSIGNMENT

5.1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.

5.2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor or any of his obligations or duties under the Contract.

5.3. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

The Contractor shall perform the Services within the time stated in the Appendix, (including any variations,) and/or Condition 11 (Force Majeure).

7. PROPERTY

7.1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.

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

7.3. On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.

8. SUPPLIERS

The Contractor shall be responsible for establishing his own sources of supply for materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.

8.1. The Contractor shall not place, or cause to be placed, on the Agency's premises, or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9. SECURITY

9.1. The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.

9.2. Nothing shall not prejudice the Agency's rights under Condition 15.

10. VARIATIONS

10.1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.

10.2. The rates payable by such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the

the Contract Supervisor and the Contractor.

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

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

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

10.6. The Contractor shall be liable for any claims or obligations under the Contract or any part thereof to:

10.6.1. any authority; or

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

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

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

11. CONDITIONS OF TIME

11.1. Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

11.2. The Contractor shall be entitled to an extension of any delay of which the Agency is not the cause, may be granted by the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the

11.3. extension of time.

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

11.2. No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.

11.3. Any extension of time granted under this Condition shall not affect the determination of the Contract under Condition 11.4.

The Contractor shall be in default if he:

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

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

12.1.3. is in breach of the Contract

12.2. Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least five working days in which to remedy the default.

12.3. If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

12.4. The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person if the Contractor may become vested, if the Contractor:

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

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

the Regulations'

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

the Contractor is subject to a substantial modification of the new procurement procedure pursuant to regulation 72(9) of the Regulations;

13.2.2. the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or

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

14. DETERMINATION

14.1. Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).

14.2. The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to

14.3. The Agency will not pay for any costs or commitments that the Contractor is liable to pay and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15. INDEMNITY

shall fully indemnify the Agency and its staff against any legally

enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

15.1.1. death or injury to any person;

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

15.1.3. infringement of third party intellectual property rights

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

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

16. CONTRACTOR'S LIABILITY

16.1. The limit of the Contractor's liability for each and every claim by the Agency, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:

the sum stated in the Appendix [DRAFTING NOTE – INSERT SUM HERE]

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

17. INSURANCE

The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions. If no sum is stated, the value insured shall be £5m (five million pounds.)

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

The Contractor shall, upon request, produce to the Contract Supervisor evidence that the insurances required are fully paid up and valid for the duration of the Contract.

18. PREVENTION OF FRAUD AND CORRUPTION

18.1. The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

18.2. The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor's staff and the Contractor (including its members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

The Contractor's staff engages in conduct prohibited by this

in the Crown (including the Agency) the Agency may:

act and recover from the Contractor the amount of the loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency through the Contractor's act; or

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

18.4. The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

19. MONITORING AND AUDIT

Contract Supervisor may inspect and examine the Services being carried out at the Contractor's premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency's premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall provide all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.

20.1. The Contract Price will be paid by the Agency to the Contractor as amended by any variations ordered under Condition 16 (Variations).

20.2. In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21. INVOICING AND PAYMENT

21.1. Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be submitted to the Agency.

21.2. If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from

the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due to the sub-contractor within 30 days from the receipt of a valid invoice.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in the Prior Right Schedule to this contract.

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

The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in connection with the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such notification for patents or other registered intellectual property rights shall be filed in the name of the Agency.

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

grants the Agency all Resulting Rights

22.3. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body's normal business use), irrevocable, royalty free, perpetual licence to the Agency in

respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

22.4. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency in specific terms to do so.

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

22.6. The Contractor warrants to the Agency that the performance of the Services, the Contractor's Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.

Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and, exercise the powers and remedies available to 13 and 14, Termination and Determination respectively.

22.8. The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided

22.9. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results or the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.

22.10. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

23. WARRANTY

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

24. OBLIGATIONS

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all

25 ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

25.1. The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.

25.2. The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk to ensure they are meeting International Labour

supply chain:

visions of the Modern Slavery Act 2015;

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

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

25.3. The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

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

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

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

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

26. LAW

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

27. WAIVER

27.1. No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the Contract.

27.2. No waiver by the Agency shall be effective unless made in writing.

Each of the Contract shall constitute a waiver

28. FORSHIP

28.1. If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be enforceable to the fullest extent permitted by law.

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

30. DISPUTE RESOLUTION

All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.

If the parties' negotiators are unable to resolve the dispute within a period of forty five days of its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).

30.3. If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then refer the dispute to the mediator's supervision of the resolution of the dispute.

30.4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all

without prejudice to the rights of the parties in any future legal

proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

30.5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.

30.6. The parties shall bear their own legal costs of this dispute resolution and the expenses of mediation shall be borne equally.

Any of the time limits in Conditions 30 may be extended by mutual agreement. Nothing shall prejudice the right of either party to proceed

31.1. Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause. Any delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

31.2. The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the contract.

INFORMATION ACT

32.1. The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) (the Act) and the Environmental Information Regulations 2004 (as amended) (the Regulations).

32.2. The Contractor agrees that:

Information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

the publication scheme which it maintains under the Act or publish

the Contract, including from time to time agreed changes to the Contract, to the public.

32.3. If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the [redacted] material marked 'confidential' or [redacted] the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking

33.1. In the event that the Contract requires data to be processed within the [redacted] on Legislation the Data Protection Schedule shall [redacted] the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract.

Appendix to Conditions Services

Ref: «ECM_66449»

Title: «Water Industry Training and Certification for Regulatory Officers»

Condition

«Water Industry Training and Certification for Regulatory Officers»

Address:

«100-100 Cannon Hill»

«EC1N 8QS»

Contract Start Date

«05 December 2022»

Contract End Date

«31 March 2026»

11

Address:-

Nationwide

Insurance

17

Professional Indemnity Min. Cover £5 million

Public Liability Min. Cover £5 million

Public Liability Min. Cover £5 million

16

Limit on Contractors Liability £5 million

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
03459 88 11 88

commissioned in conjunction with certification program

This will be a set of competencies from which a delegate can be 'certified' against and added to a professional register, increasing competence, consistency, alignment and confidence across industry.

_____ VEM in partnership with WRC. _____

Assessments will be summative and formative and will ensure learning is applied to a work environment through _____

the delegate learning diary. The final Interview will end with assessors submitting a 'recommended grade' which will be _____

reflective of the delegates performance across all assessments. _____

Once the programme is fully developed the first cohort of delivery will run as a pilot, enabling delegates to feedback and any required changes to be made.

After the pilot delivery is complete, we envisage two cohorts of 16 delegates per cohort to run each financial year.

IPR

_____ Rights to the course content belong to the Environment Agency. _____ licensing to the Output (Results) of the project for the Chartered Institution of Water and Environmental Management (CIWEM) to use (non-exclusively) for example on an Open Government Licence. This can be arranged with the _____ team.

APPENIX 2 – PRICING

[REDACTED]

[REDACTED]

The break down of costs are:

[REDACTED]

Training development = £18,700.00 + VAT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Certification Development = £15,884.50 + VAT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Training delivery / cohort = £18,786.40 + VAT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Certification delivery – year one = N/A – Built into training

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Certification per person – year two onwards = 144.00 + VAT

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] 7, 302.90 [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]