



Department
for Environment
Food & Rural Affairs

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[REDACTED]
The Chartered Institution of Water and Environmental
Management Ltd

Your ref: ecm_60658
Our ref: Project_31249
Date: 4th March 2021

COMMERCIAL IN CONFIDENCE

Dear [REDACTED]

**Contract for the development and supply of Property Flood
Resilience Training on behalf of Environment Agency**

Following your tender for the development and delivery of Property Flood Resilience (PFR) Training to Environment Agency, we are pleased to award this contract to you.

The Conditions of Contract-Services set out the terms of the contract between Environment Agency as the Authority and The Chartered Institution of Water and Environmental Management Ltd as the Contractor for the provision of the Services.

The contract is awarded for an initial period of 3 years, from 8th March 2021 to 7th March 2024. There are two (2) further twelve (12) month extension options available, subject to business requirement, satisfactory performance and price negotiation. Contract extensions if exercised must be agreed in writing by both parties before any services can commence and invoices can be submitted or paid.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED] Within 10 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 either by email to [REDACTED]

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

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of The Chartered Institution of Water and Environmental Management Ltd within 7 days by Thursday 11th March 2021.

Yours sincerely

Execution of this Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000.

[REDACTED]
Senior Commercial Officer
Learning and Development Category Lead – Corporate Solutions – Workforce
Defra group Commercial (DgC)
[REDACTED]



Environment
Agency

Conditions of Contract Services

October 2019

1. DEFINITIONS

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

1.1.1. Agency

The Environment Agency, its successors and assigns.

1.1.2. Agency Property

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

1.1.3. The Appendix

The Appendix to these Conditions.

1.1.4. The Contract

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

1.1.5. The Contractor

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

1.1.6. Contract Period

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

1.1.7. Contractor Personnel

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

1.1.8. Contract Price

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

1.1.9. Contract Supervisor

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

1.1.10. Contracting Authority

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

1.1.11. Data Protection Legislation

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

1.1.12. Data Protection Schedule

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

1.1.13. Intellectual Property Rights

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

1.1.14. Law

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

1.1.15. Notice

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

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

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

1.1.16. Results

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

1.1.17. The Resulting Rights

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

1.1.18. Permission

Express permission given in writing before the act being permitted.

1.1.19. Services

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

1.1.20. Regulations

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

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

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

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

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

2. PRECEDENCE

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

- Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
- Specification;
- Pricing Schedule;
- Drawings, maps or other diagrams.

3. CONTRACT SUPERVISOR

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

4. THE SERVICES

4.1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.

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

5. ASSIGNMENT

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

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

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

6. CONTRACT PERIOD

The Contractor shall perform the Services within the time stated in the Appendix, subject to any changes arising from Condition 10 (Variations,) and/or Condition 11 (Extensions of time.).

7. PROPERTY

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

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

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

8. MATERIALS

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

8.2. The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9. SECURITY

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

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

10. VARIATIONS

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

10.2. The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.

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

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

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

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

10.6.1. any Contracting Authority; or

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

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

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

11. EXTENSIONS OF TIME

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

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

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

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

11.3. Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 and 14.

12. DEFAULT

12.1. The Contractor shall be in default if he:

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

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

12.1.3. is in breach of the Contract.

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

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

13. TERMINATION

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

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

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

'Termination under the Regulations'

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

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

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

13.2.3. The Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations

that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

14. DETERMINATION

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

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

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

15. INDEMNITY

15.1. Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

15.1.1. death or injury to any person;

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

15.1.3. infringement of third party Intellectual Property Rights which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

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

16. LIMIT OF CONTRACTOR'S LIABILITY

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

16.1.1. the sum stated in the Appendix;

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

17. INSURANCE

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

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

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

18. PREVENTION OF FRAUD AND CORRUPTION

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

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

18.3. If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

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

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

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

19. MONITORING AND AUDIT

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

20. CONTRACT PRICE

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

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

21. INVOICING AND PAYMENT

21.1. Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

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

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

22. INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

22.3.1. assigns to the Agency all Resulting Rights

22.3.2. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable, royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

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

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

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

22.7. If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.

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

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

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

23. WARRANTY

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

24. STATUTORY REQUIREMENTS

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

25. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

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

25.2. The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:

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

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

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

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

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

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

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

26. PUBLICITY

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

27. LAW

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

28. WAIVER

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

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

28.3. No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

29. ENFORCEABILITY AND SURVIVORSHIP

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

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

30. DISPUTE RESOLUTION

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

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

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

30.4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

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

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

30.7. Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

31. GENERAL

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

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

32. FREEDOM OF INFORMATION ACT

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

32.2. The Contractor agrees that:

32.2.1. All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

32.2.2. The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.

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

33. DATA PROTECTION

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

34. CANCELLATION TERMS

33.1. The Contractor will work in partnership with the Environment Agency and be flexible with regards to the postponement or cancellation of virtual/face to face courses.

We will not pay any cancellation charges for courses cancelled up to four weeks (20 working days) before the course date. We will try to reschedule any booking made.

In the event that courses are cancelled less than four weeks before the course date, the Contractor will endeavor to reschedule the booking without incurring any additional costs for the Environment Agency. Where this is not possible, the following cancellation fee schedule shall apply:

Notice of cancellation	Percentage of course fee paid
████████████████████	██
██████	████

██████████	████
██████████	████
██████████████████	████

Environment Agency have an important role in responding to incidents. As a result, course attendance may have to be cancelled at short notice if an incident occurs. In addition, courses may have to be cancelled at short notice where the Environment Agency has significant concerns regarding the safe delivery of a course. In these instances, we will not pay cancellation charges except for reasonable out of pocket expenses - for example, if a trainer has set off to site and incurs non-refundable expenses for accommodation or travel.

If the Contractor has to cancel at short notice, they will reschedule the course as soon as possible with no extra charges passed on to the Environment Agency. Where the Environment Agency has incurred costs in this instance the Contractor will offer a discounted price on the rescheduled course as a gesture of goodwill. The value of the discount will be agreed with the Contractor and the Environment Agency on a case by case basis."

Appendix to Conditions Services

Ref: ecm_60658

Title: Property Flood Resilience (PFR) Training

Condition

1 Contract Supervisor

3

[REDACTED]

Address:

Environment Agency

[REDACTED]

2 Contractor

The Chartered Institution of Water and Environmental Management Ltd

Address:

[REDACTED]

3 Completion

6

Contract Start Date

8th March 2021

Contract End Date

7th March 2024

4 Delivery

11

Address:-

Insert delivery address if different to above

5 Insurance

17

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6 Limit on Liability

16

[REDACTED]

[REDACTED]

Appendix 1 Specification/Statement of Requirement

1 - Introduction

Department for Environment, Food & Rural Affairs (Defra) has a strong policy and strategy commitment to deliver an increased uptake PFR, the Defra Policy Statement states:

- We will build on our PFR Pathfinder projects, to further boost uptake of PFR in homes and businesses across the country – including through our new £200 million Innovative Resilience Programme.
- We will explore ways to provide greater clarity about the use and effectiveness of PFR measures for homes and businesses at high risk of flooding, including how the benefits can be recorded.
- We will consult on some specific changes to the Flood Re scheme. These changes aim to improve the efficiency and effectiveness of the scheme and encourage greater uptake of PFR among households at high risk of flooding across the UK.
- We will encourage and strengthen the preparedness of key local businesses and key public services in areas of flood risk.
- We will set out further detail about our plans to ensure that infrastructure is resilient for the future, including to flooding, in our response to the National Infrastructure Committee's recent resilience study.

The EA has produced an updated economic assessment to aid planning for flood and coastal risk management over the next 50 years. It considers a full range of climate change scenarios. These long-term investments scenarios show that without increased investment, flood damage to properties and infrastructure in England will significantly increase with climate change. The required investment in flood risk management includes increasing the number of homes and businesses who have installed PFR measures to reduce the impact of flooding events.

The EA has launched its own EA FCERM Strategy for England includes a strategic objective and associated measures specifically around PFR delivery as follows:

- **Strategic Objective:** Between now and 2040 risk management authorities will work with the finance sector and other partners to mainstream PFR measures and to 'build back better' after flooding.
- *Measure 2.4.1:* From 2021 risk management authorities will work with the finance sector, Flood Re and the PFR industry to increase the uptake of PFR measures in communities at highest risk.
- *Measure 2.4.2:* By 2025 the Environment Agency will work with government and other partners to tackle the policy, financial and behavioural barriers to mainstreaming PFR measures and 'building back better' after flooding.

PFR encompasses a range of interventions deployed at an individual property level to limit water ingress to property during times of flood or improve the rate at which they can recover from water ingress after a flood, or both.

As flood risk is exacerbated by factors such as climate change and land use change, PFR is an important intervention to reduce and manage residual flood risk, within the wider range of flood risk management interventions.

PFR measures are an important tool in supporting flood risk management and the many viable flood defence options. They can be used in combination with larger flood risk schemes or as individual schemes. PFR can help to reduce flood damage experienced by property owners, occupiers and businesses and enable faster recovery.

2 - Scope

The primary function of this contract is to facilitate the development and design of all PFR training course materials. However, the subsequent delivery of the PFR training modules is also an essential element of the contract with particular emphasis being placed on the timing and delivery to the PFR Audiences detailed below.

The provision of PFR training will establish and maintain the appropriate knowledge and skills to undertake the delivery of PFR schemes whilst achieving relevant PFR accreditations, where appropriate. This PFR Training Programme has three distinct sector audiences which are as follows;

- **Audience 1 - PFR Industry Providers:** Comprises of a wide range of industry PFR professionals including flood risk consultants and surveyors, PFR product designers, manufacturers, and installers.
- **Audience 2 - Environment Agency (EA) Staff:** PFR Project Managers and service PFR Lead Officers who are required to identify and maximise funding opportunities for EA funded PFR projects.
- **Audience 3 - Risk Management Authority (RMA) Staff:** Key RMA staff from Lead Local Flood Authorities (LLFA's), other local authorities and staff from other parties such as Internal Drainage Boards (IDBs) and water companies who are required to undertake the management of PFR projects.

The training provider will be required to work with the wider PFR industry and its stakeholders to identify appropriate candidates for audiences 1 and 3, whilst the EA will identify participants required for training in audience 2. Throughout the lifetime of the contract the training provider will need to prepare and circulate appropriate advertising literature for the PFR training courses to ensure the widest possible reach within the PFR industry. This should utilise an array of methods including online channels and existing networks to promote the PFR training courses being delivered.

Monthly reports of the training provision delivered will be required to be presented to the EA to confirm details of the training delivered, numbers of delegates and success/failure rate of delegate accreditation (where appropriate). These reports will inform the periodic contract review discussions for the training provision and delivery.

3 - PFR Training Course Development-Design and Training Delivery

It will be expected that the contract will be delivered in two distinct phases which include Training Course Design and Development, followed by Training Delivery.

The training provider will be required to have an in-depth knowledge and understanding of the PFR funding mechanisms, PFR products, the PFR Code of Practice, PFR British Standards and the PFR Accreditation process (which is currently under development) in order to be able to set appropriate learning objectives for each of the audiences.

It is preferred that all course delegate training materials such as training literature and course handouts are made available in electronic format without the reliance on the printing of hard copies, which should be minimised and avoided wherever possible.

3.1 - Training Design and Development

We are interested in your approach to meeting our requirements and will assess your submission on what we regard as best practice, creative training course design and innovation. It is expected that the ongoing development of all training materials to reflect any changes in PFR standards, procedures and practices will be an integral function of the training delivery. The assessment of the training materials is built into the evaluation criteria in the tender document.

All training provision will be a blend to some degree, this may include the use of workplace learning activities; pre- or post-reading or activities; classroom-based training sessions; facilitated workshops; virtual learning; telecoms; webinars; shadowing; podcasts; workbooks; videos etc.

The training course content is expected to cover all 6 sections of the PFR CoP (associated guidance currently under development). However, a flexible approach will be needed to provide the specific training content relating to the PFR CoP's which should reflect the depth of knowledge required for each of the PFR Audiences. An overview of the PFR CoP's which include;

1. **CoP 1 - Hazard Assessment**, which should deliver a property level flood risk assessment that utilises available hazard information to determine the likelihood and severity of flooding from different sources and inform selection and design of PFR measures.
2. **CoP 2 - Property Survey**, considering end user requirements, to assess the current levels of flood resilience of a property and enable identification of the suitable PFR options for the property.
3. **CoP 3 - Options Development**, enabling the various options for PFR to be considered taking on board information from standards 1 and 2, and considering an appropriate range of measures to restrict water entry, materials recoverable following water contact and use of recoverable services, fixtures and fittings.
4. **CoP 4 - Construction/Installation**, ensuring that such works are undertaken to a standard which delivers the benefits expected of the range of measures set out under the options development process.
5. **CoP 5 - Commissioning and Handover**, ensuring that the construction / installation of PFR will operate effectively and that the end user has been instructed in its deployment, operation and maintenance and is in possession of all relevant information.
6. **CoP 6 - Operation and Maintenance**, ensuring that PFR installations are properly operated and maintained and that demountable components are appropriately stored.

Classroom courses should be geared to the maximum feasible group size, the group sizes currently range up to 20 delegates (PFR Industry), 12 delegates (EA staff) and up to 150 delegates (RMA staff). The course designs should be sufficiently flexible to accommodate a variety of approaches which may be needed depending on the target PFR sector audience and should be scalable according to demand. Your proposed maximum and minimum numbers must be included in your tender submission.

Your submitted proposal should clearly define the training development and designs costs for each of the PFR audiences. The costs should take into account the potential to utilise a variety of training methods including Face-to-Face (F2F) classroom, virtual training and for Audience 3 in particular, larger groups or workshops-style seminars for up to 150 delegates at a time.

At the time of tender, the Coronavirus pandemic places a greater reliance on virtual delivery of training which would be the preferred method of training delivery during the pandemic. However, provision for F2F training in the classroom or via workshop-style events should be included to accommodate post-Coronavirus training where circumstances permit.

The estimated annual training provision for each of the PFR audiences is anticipated to be in the order of the following;

- **Audience 1 - PFR Industry Providers** (*Duration - 3 Days*): Up to 600 delegates per year from 3 regions (North, Midlands and South)
- **Audience 2 - Environment Agency (EA) Staff** (*Duration - 1 Day*): Up to 70 delegates per year from the 14 EA Areas. The duration of the training delivered is expected to be 1 day irrespective of the training method i.e., F2F, virtual or workshop-style seminar.
- **Audience 3 - Risk Management Authority (RMA) Staff** (*Duration - 1 Day*): Up to 600 delegates per year (Nationally). The duration of the training delivered is expected to be 1 day irrespective of the training method i.e., F2F, virtual or workshop-style seminar.

Please Note¹: *The tendered costs should be based on the durations provided above, however this may*

be subject to change followed the award of the contract and any further development shall be mutually agreed and based on the development day rate costs provided in the pricing schedule.

Please Note²: *It should be noted that all stated class and/or cohort sizes are indicative and are not guaranteed course delegate numbers for events.*

Training should be provided for EA staff to attend PFR Industry and RMA training events each year at no additional cost to the EA, this should include the following;

- **Audience 1 – PFR Industry Training:** Up to 30 EA staff per year (10 delegates places per area per year for each of the 3 regions (North, Midlands and South))
- **Audience 3 – Risk Management Authority (RMA) Capacity Building:** Training development and delivery of three (face-2-face / virtual zoom sessions / national scale events) across the country to be delivered in year 2021 with up to 10 EA staff at each of the face-2-face and virtual learning sessions and up to 38 EA staff for the three national scale events.

Good practice for training programme design should include the promotion of further workplace learning, promote the sharing of learning with colleagues and specific activities to drive behaviour change and improved performance back in the workplace.

It is expected that the successful training provider will be able to clearly demonstrate how they will;

- Maximises the potential of classroom sessions on practical application of knowledge/skills and experiential learning
- Makes training as engaging, realistic and immersive as possible, examples could include application of virtual technology within relevant exercise scenarios
- Use a variety of training methods such as workshop events, classroom-based learning and virtual learning to accommodate different the learning styles that may be required for each of the PFR sector audiences
- Identify the most cost effective and efficient training delivery methods for each of the PFR sector audiences
- Assess learner competency pre- and post-course and evaluate whether the trainee has acquired sufficient skills and knowledge to achieve the relevant PFR accreditation(s), where appropriate
- Assess learner competency pre- and post-course and consider ways to enable the learner to embed newly acquired skills and knowledge in the workplace

The PFR industry training provision for Audience 1 will enable course delegates to achieve relevant PFR accreditation, where appropriate. The development of PFR Accreditation is the responsibility of others outside the remit of this contract. However, it is expected the appointed PFR training provider will work closely with the EA and the PFR Accreditation Awarding body(s) to ensure the PFR industry training materials for Audience 1 are developed in accordance with the accreditation requirements.

Learning interventions should deliver the required learning outcomes, evaluate and test capability of the trainees as an integral element of all PFR training modules.

3.2 - Specific Training Material Content

Provision should be made for the ongoing development of the training course materials to accommodate changes in standards, procedures and practises for all PFR audiences throughout the lifetime of the contract. The training for the different audiences should cover:

- **Audience 1 – PFR Industry Training (Delivery by June 2021)**
On completion of the training the course delegates (contractor practitioners and supervisory managers) will have received sufficient information and knowledge of relevant British Standards in order for them to comply with the PFR Code of Practice (CoP) standards for Surveys (CoP 1-3) and Installation (CoP 4-6), British and Kite Mark standards.

The training elements will be of an NVQ Level 3 equivalent standard (although not a formal NVQ

qualification) include appropriate evaluation(s) to confirm the competence of the course delegates successfully completing the training.

The training will provide practitioners from within the industry with the necessary knowledge and skills to enable them to achieve the required standards for accreditation by the PFR Accrediting Body. This will allow specific standards for the survey, installation and maintenance of PFR services and products to be delivered consistently to properties at risk of flood inundation.

The training providing will enable delegates to achieve PFR accreditation relating to the specific PFR CoP. This will require the training provider to develop appropriate training material to enable separate accreditations to be achieved in line with the PFR CoP.

- **Audience 2 – EA Staff PFR Training** (Delivery by Sept 2021)

On completion of the training the course delegates (PFR Leads and PFR Project Managers) will receive an overview of the EA's Flood and Coastal Erosion Risk Management (FCERM) Strategy on PFR measures. The content of this course will be an NVQ Level 2 equivalent standard (although not a formal NVQ qualification) and determined via a detailed focus group with EA staff who undertake the delivery of capital PFR projects. As a minimum, this will provide a clear understanding of;

- An understating of PFR – both resistance and recoverability measures
- How PFR can help to reduce the flood damages experienced by property owners, occupiers and businesses and enable faster recovery including the strategy and policy context. Industry standards contained within the PFR Code of Practice, British and Kite Mark standards
- Knowledge of the EA PFR Framework
- Training to cover all competence requirements of all contractor staff undertaking PFR surveys and installation work on PFR projects.

The training will provide EA staff with the necessary knowledge and skills to have a clear understanding of the PFR industry requirements and professional standards needed for the survey, installation and maintenance of PFR services and products for properties at risk of flood inundation. This will allow EA staff to effectively project manage PFR products and ensure appropriately trained and accredited contract staff are engaged to undertake the PFR works being funded through the EA's funding arrangements.

- **Audience 3 – Risk Management Authority (RMA) Capacity Building** (Delivery by Dec 2021)

On completion of the training the course delegates (RMA staff) will receive an overview of the EA's FCERM Strategy on PFR measures. The content of this course will be an NVQ Level 2 equivalent standard (although not a formal NVQ qualification) and determined via a detailed focus group with RMA staff who undertake the delivery of capital PFR projects. As a minimum, this will provide a clear understanding of;

- An understating of PFR – both resistance and recoverability measures
- How PFR can help to reduce the flood damages experienced by property owners, occupiers and businesses and enable faster recovery including the strategy and policy context Industry standards contained within the PFR Code of Practice, British and Kite Mark standards
- Available funding mechanisms
- Knowledge of the EA PFR Framework
- Training to cover all competence requirements of all contractor staff undertaking PFR surveys and installation work on PFR projects.

The training will provide RMA staff with the necessary knowledge and skills to have a clear understanding of the PFR industry requirements and professional standards needed for the survey, installation and maintenance of PFR services and products for properties at risk of flood

inundation.

This will allow EA staff to effectively project manage PFR products and ensure appropriately trained and accredited contract staff are engaged to undertake the PFR works being funded through the EA's funding arrangements or via other funding mechanisms whilst maintaining consistent service delivery to at risk properties.

- **PFR Re-accreditation Training Package (Audience 1 - ONLY):** A re-accreditation process will be required but will be delivered separately outside of this contract at an appropriate time. The PFR re-accreditation training package(s) should be delivered at relevant intervals to ensure professional competence and relevant accreditations are maintained. As a minimum the this should include following;
 - Updates and/or changes to the PFR Cop and British Standards within the industry
 - Training to maintain professional competence and re-accreditation (Audience 1)
 - All associated re-accreditation training costs shown for each of the PFR audiences in Appendix A - Pricing Schedule. Costs for 3 workshop-style events (circa 200 delegates in each region) for Audiences 2 and 3 should be included in the planning assumption with indicative costs for subsequent years including as an option.

The schedule for the training development and design of all training modules for each of the PFR audiences should be set out in a Project Plan and uploaded to Bravo as part of your tender submission. (See Appendix F for sample Project Plan).

3.3 - Training Delivery

The programmed delivery of training course modules required for each PFR audience should be scheduled to accommodate the national training needs based on the requirement of the respective audiences.

The responsibility for all aspects relating to the funding of the training for Audience 1 will fall solely to the training provider, this includes identifying suitable training venues (including refreshments and meals, where appropriate), related course materials and the associated PFR accreditations for the course delegates. It is imperative that the training provider details the costs associated with the training delivered to Audience 1 in the Pricing Schedule - Appendix A, as this forms an integral element of the tender evaluation.

The EA will be responsible for the funding of the training delivered Audiences 2 and 3 and the costs associated with the training delivered to these audiences is to be detailed in the Pricing Schedule - Appendix A.

At the time of tender, the Coronavirus pandemic places a greater reliance on virtual delivery of training for all PFR audiences which would be the preferred method of training delivery during the pandemic. However, provision for F2F training in the classroom or via workshop-style events should be included to accommodate post-Coronavirus F2F training where circumstances permit.

Where larger regional in-person 'workshop-style' training events can be scheduled for Audiences 3 an annual provision for a minimum of 3 events is expected. These events should accommodate up to 150 delegates at each event and shall have a suitable geographical spread (i.e., North, Midlands and South) to minimise travel and maximise participation by potential course delegates.

3.4 - Training Venues

Specific arrangements for the identification and procurement of suitable training venues for the PFR training;

- **Audience 1 – PFR Industry Training:** It is expected that the training provider will be responsible for all training venue arrangements including the hiring of training venues and any refreshments associated with the training provision.

- **Audience 2 – EA Staff PFR Training:** It is anticipated that the training provider will utilise EA office accommodation within the local areas for the F2F training of EA staff (where possible).
The training provider will liaise with the PFR Training Programme Manager for course administration to organise a workshop-style event including the hire of a training venue along with the refreshments associated with the training provision. Calders, the EA's framework venue providers will arrange the booking of training venues which will be invoiced directly to the EA. Alternately where circumstance do not allow this virtual training methods will be used.
SSCL will work with the Training provider to an agreed process which will be discussed with the successful training provider.
- **Audience 3 – Risk Management Authority (RMA) Capacity Building:** The training provider will liaise with the PFR Training Programme Manager for course administration to organise a workshop-style event including the hire of a training venue along with the refreshments associated with the training provision. [REDACTED], the EA's framework venue providers will arrange the booking of training venues which will be invoiced directly to the EA.
The preferred option for this training provision is for the events to be a workshop-style seminar (up to 150 delegates).
Alternately where circumstance do not allow this virtual training methods will be used.

4 - Contract and Supplier Management

4.1 - Environment Agency Contract Management

We have a number of resources allocated in the EA to support the contract management and day to day operational activity of this project. However, we envisage a large part of the administration relating to this contract to be carried out on our behalf, by the Training Provider.

Within the Environment Agency, the PFR Training Programme will be managed by the FCRM PFR Training Programme Manager and supported by colleagues from Asset Performance, Procurement, Health, Safety & Wellbeing and Learning and Development who will;

- Manage the overall relationship with the training provider
- Be a second level escalation to resolve issues such as delivery quality, health safety and wellbeing, EDI, or apprentice feedback, which can't be resolved at area level, or is a serious breach.
- Arrange and lead quarterly review meetings with the training provider
- Provide technical updates and advice on changes within our organisation to the training provider
- Oversee and seek assurances on quality of delivery via monthly update reports, performance indicators and attendee feedback
- Approve PFR Training Programme extensions and any other changes in collaboration with Procurement
- Be responsible for Quality Assurance (QA) ensuring the full deliverables of the PFR Training Programme contract
 - Course contents to be reviewed to ensure alignment PFR industry updates/standards
- Decision-making responsibilities for the development of the PFR Training Programme. PFR Training Programme Manager is accountable for Audience 1 content management via the PFR Defra Roundtable.
- The expectations after the award of the contract is that the EA will agree with the training provider the procedures and methodology for the evaluation of the accreditations for Audience 1 - PFR Industry
- Manage a mechanism for a communication route between providers and operational areas.

4.2 - Main Provider Contract Management

As the training provider, you will be expected to;

- Provide a single point of contact who will be responsible for the overall PFR Training Programme
- Notify SSCL/ single point of contact within 1 hour of the course start time of any delegates that have not arrived (Audience 2)
- Attend biannual PFR Training Programme reviews
- Provide a process for issue resolution
- Attend regular contract management reviews (to be scheduled quarterly by the EA PFR Project Manager)
- Take ownership of investigation and remedies in the event of near misses and/or following an incident during training.
- Course contents to be reviewed to ensure alignment with PFR industry updates/standards
- Identify opportunities and demonstrate continuous improvement throughout the lifetime of the PFR Training Programme
- Track monitor and report on progress through agreed method.
- Inform us of changes in legislation, industry best practice, training standards
- Where required, support us in discussions and meetings with professional bodies
- As required, work with us to review our operational instructions and health and safety notices
- Manage and be responsible for your sub-contractors (if appropriate)
- Notify us of any Health, Safety and Wellbeing (HSW) issues with EA delegates, such as unfit for training
- Have appropriate Health, Safety and Wellbeing processes in place for Audiences 1 & 3
- Take HSW responsibility for delegates and your trainers and adjust training and/or report any issues to us immediately
- Identify and carry out risk assessments of training site(s) and equipment used
- For Audience 2 training, report immediately any issues with training facilities to SSCL
- Make reasonable adjustment of training to meet individual needs, with particular regard to equality diversity and inclusivity
- Provide a completed attendance log of each course for EA Employees within 1 week of course completion to SSCL
- Sourcing and provision of specialist venues/equipment if required
- Undertake the evaluation of course delegate training
- Provide a complete administration service for audience's 1 and 3. This will include venue booking, joining instructions, tracking delegate's attendance and feedback.

4.3 - Monitoring Performance

The provider must supply quarterly training management information in a timely manner and attend review meetings at regular intervals. This should include the training events relating to Audiences 1, 2 and 3 but not limited to the following;

- Training event details – Date, locations, delegate cohort size etc,
- Organisations attending the training event
- Audience 1 – Only
 - Numbers of course delivered a, geographical spread of courses etc,
 - Delegate success/failure rate

- Sustainability (Delegate/trainer mileage and CO2)

It is expected that a summary of require delegate feedback will be made available upon request and/or as part of the training review meetings. Providers must evaluate their training provision, and provide a summary of the main findings, and any learning which should be shared, to be included in the quarterly review meetings. Any serious issues must be flagged to us, as soon as possible, on a course-by-course basis.

5 - Shared Services Connected Limited (SSCL)

We are subcontracted with Shared Services Connect Limited (SSCL) to provide administrative support for all our National training courses for the Environment Agency training only. The training provider should provide a single point of contact to liaise with SSCL to manage all training arrangements for audience 2.

Course administration support provided by SSCL includes:-

- Venue booking
- Scheduling courses
- Raising purchase orders
- Liaising with suppliers on course requirements
- Sending joining instructions
- Tracking delegate attendance and feedback

6 - Equality, Diversity and Inclusion

We expect the very highest standards of behaviour and positive attitudes to diversity and inclusion. We are committed to equal opportunities and we expect work environment free from bullying and harassment. We expect the same standards from our suppliers; training providers must make reasonable adjustments to ensure learning at all levels. We expect the prime contractor to be responsible for behaviours of their supply chain.

Sir James Bevan our Chief Executive has a clear vision on our culture and how we do things:

- **Yes If** – We will take this action in all that we do
- **Think Big** – Act early, be visible
- **Seek Partnership** – Show leadership
- **Focus on Outcomes** – Not processes
- **Embrace Difference** – Include everyone
- **One Team** – Support and trust each other to do the right thing
- **Stay Safe and Grow** – We will invest in the wellbeing and development of all our staff.

We expect the appointed training provider(s) to support us and understand our culture.

7 - Environment Agency - IT Provision

Our current IT specifications are detailed below. As this training and accreditation provision is expected to run for the lifetime of the contract, which could be up to 5 years if the contract extensions are applied. We are keen to explore how the provision of IT support can evolve over the life of the training as our capabilities and the world of IT continue to evolve.

Technological specifications for all virtual learning packages and presentations hosted on the EA Learning Zone, (Totara Learning Management System, online learning packages must be SCORM compliant;

- The preferred virtual platform is Microsoft Teams (MS Teams) for all virtual training provision

- There are some restrictions to bandwidth which prevents users from viewing streamed video or real time video streaming, e, g, YouTube and Vimeo. Video which is embedded in a package is usually OK
- Bandwidth restrictions also mean that we prefer not to use Flash
- We provide accessible technology when required e.g., Jaws, Dragon
- For audio we use Windows Media Player, preferring WMV and WMA
- Any applications should be web based with zero footprint (no add-on required)
- The supported web browser should be IE11 or Google Chrome, we prefer IE11 by default
- Mark-up language preferred is HTML 5

All online training materials and web content should comply with [government guidance for website accessibility](#).

8 - Sustainability and the Environment

At the Environment Agency, we work to create better places for people and wildlife and support sustainable development. This extends into our supply chain through the purchases we make and the goods and services that others provide on our behalf.

We aim to consistently achieve the highest environmental standards, going beyond legal compliance to maintain and enhance habitats and biodiversity. We protect people and communities so that people can enjoy the environment and the benefit it brings. We always seek to continually improve.

Our environmental plan e:Mission outlines how we will improve the environmental impact of our own operations and that of our suppliers and supply chain by 2020. The targets that make up our plan can be found in e:Mission (DOC 1.3). The Training Providers will ensure that all services provided under this framework will help us achieve and where possible exceed the targets and aims set out in this document. As part of this you may be required to check and supply environmental data linked to the annual analysis of our supply chain impacts. This data will be provided to our specified supplier within an agreed time frame and enables the EA to monitor and report on its progress against the e:Mission targets.

In addition to this, the training providers must ensure that they;

- Remain fully compliant with all relevant environmental legislation at all times including any amendments to existing legislation or any new legislation that may come into force during the life of this framework
- Consider and reduce the environmental impacts of the service over the lifecycle of the framework to include but not limited to;
 - The booking of training
 - The location of the training in reducing the carbon impact from travel
 - The location of the training in reducing the energy use and waste management of the building for classroom based Programmes
 - The resources required to deliver the training
 - The timing of training in relation to minimising the disruption caused to the local environment and communities
- Promote the best practical environmental options
- Include environmental risks in their risk assessment process to cover both the specific risks relating to the type of work being carried out and the specific site risks where the training is taking place
- Report all environmental incidents and near misses that occur if training is delivered on an EA site to the Site Responsible Officer at the earliest opportunity
- Communicate our sustainability requirements throughout their supply chain to those who will be

involved in delivering the services under this framework

- Share and communicate best practice, lessons learned and new innovations with the Environment Agency in all areas that are relevant to this framework

All practical non classroom-based training shall be booked in at times that is least disruptive and most suitable to the environment in which they are to be carried out. Training venues should be booked where there is demand for courses, minimising the need for learners to travel.

Appendix 2 Pricing Schedule

ALL COSTS ARE EXCLUSIVE OF VAT

Any costs not detailed will not be paid.

Costing Table 1

Development of Training (All 3 audiences) and Re-accreditation Modules (Audience 1 PFR Industry)

Item Number	Cost Breakdown	Cost (£)
2.1	Development & Design: Individual 'Face-to-face', 'Virtual' and/or 'Workshop-style training development and design costs shall be presented for each of the PFR Audiences within the submission. These costs should factor in the ongoing PFR changes throughout the lifetime of the contract.	
	Audience 1 - PFR Industry Training	
	Audience 2 - EA Staff PFR Training	
	Audience 3 - Risk Management Authority (RMA) Capacity Building	
2.2	Development Re-accreditation Training:	
	Audience 1 - PFR Industry Training	
2.3	Training Development - Day Rate:	
	This rate is only payable for any additional development of training course materials which is not described within specification above. Any additional development shall be mutually agreed.	
2.4	Other Costs: (Please specify)	
Sub-Total Cost of Items 2.1 to 2.4		

*Please note: We have not included Item 2.3 the "day rate" as part of the TOTAL in the box titled "Sub-Total of Items 2.1 to 2.4". We assume this is meant to be left out as it is a different unit to boxes 2.1 and 2.2.

*Please note: There will be no additional cost for the development of any Re-Accreditation training. This will be completed as a combination of part of the design process for Audience 1 training and procedures CIWEM already has in place as an accrediting body.

Costing Table 2

Delivery of Training Modules (Audience 2 – EA Staff and Audience 3 – RMA Staff)

Item Number	Cost Breakdown	Delegates	Cost per Unit (£)
3.1	Delivery of Training - Classroom: 'Face-to-Face' delivery format event at regional locations across England. Cost to include Travel & Subsistence in line with EA's Travel & Subsistence policy.		
	Audience 2 - EA Staff PFR Training		
	Audience 3 - Risk Management Authority (RMA) Capacity Building		
3.2	Delivery of Training: 'Virtual' delivery format event		
	Audience 2 - EA Staff PFR Training		
	Audience 3 - Risk Management Authority (RMA) Capacity Building		
3.3	Delivery of Training - Workshop Event: 'Face-to-face' delivery format event for at regional locations across England where demand is highest. Cost to include Travel & Subsistence in line with EA's Travel & Subsistence policy.		
	Audience 2 - EA Staff PFR Training		
	Audience 3 - Risk Management Authority (RMA) Capacity Building		
3.4	Delivery of Training - Workshop Event: 'Virtual' delivery format event		
	Audience 2 - EA Staff PFR Training		
	Audience 3 - Risk Management Authority (RMA) Capacity Building		
3.5	Other Costs: (Please specify)		
Sub-Total Cost of Items 3.1 to 3.5			

*Please note: 3.3 and 3.4 Audience 3 is based on running 3 separate workshop style events catering for up to 150 delegates each year (3 events / year). Cost for 3.3 assumes venue hire would be covered by EA as with Audience 2. We will aim to run these events as supplementary to larger scale events (e.g. Flood and Coast) meaning venue cost could be recouped.

*Please note: Classroom delivery for Audience 3 was not considered a viable option

*Please note: 3.1 Audience 2 and 3.2 Audience 2 classroom training are quoted as a total for four (4) annual events of 17-18 delegates

*Please note: 3.3 Audience 3 is total cost for all 3 events.

Additional Points of note

1. Re-accreditation Training: There is no cost to develop this process. This will be delivered by a combination of items developed for Audience 1 training and pre-existing processes within CIWEM as an accrediting body.

This process will be as follows:

- After completing Audience 1 training and assessments, professionals will submit an application for End Point Assessment which will be undertaken on a user pays basis.
- Assuming accreditation granted, professional will be required to keep a CPD record for the accreditation period to be defined by the accreditation guidelines.

- At the end of this accreditation period, professionals will need to submit a re-accreditation application along with their CPD report at their own cost.
- Professionals will be re-assessed via End Point Assessment
- Based on their results, they will either be:
 - Re-accredited
 - or given feedback on where they have not met the required professional standards and directed to which of the original training modules they will be required to retake.
- All training modules will be updated during the intervening period to ensure that professionals seeking re-accreditation have direct access to the content they require to get back up to speed.

2. Audience 3 Development: We have requested the development of this content based on the new parameters. We are happy that this can be delivered on budget and to a high standard.

The content will be a combination of:

- graphic content from Audience 1 training.
- Content from Audience 2 Training
- Pre-existing resources available to public and resources already created by development team.
- Speakers and stakeholders will provide opportunities to learn from experts and from peers. This may include presentations and facilitation by:
 - The development team
 - Other recognised experts within the PFR professional community (consultants, suppliers, contractors)
 - Representatives from RMAs that have delivered PFR and managed PFR delivery programmes

3. Audience 3 Delivery: For the face to face workshops, we will aim to deliver these seminars in parallel with larger scale events (e.g. Flood and Coast) to utilise venue space and encourage large scale attendance. We have assumed 4 separate events, each consisting of 150 delegates. Format will be a combination of:

- Specialist presentations.
- Introduction of new initiatives (e.g. FCP)
- Promotion of Community of Practice
- Integration of learning from EA Pathfinders
- Resource sharing.
- Facilitated peer to peer learning / sharing.
- Facilitated breakout rooms with specialist information and discussion.
- Round table discussions and audience Q&A.
- Audience polling and question toting.
- Delegate pre-submission of questions, queries, requests or concerns for presenter reflection.

The virtual workshops will be delivered under the same format via CIWEM event platform Hop-In. Here delegates will be able to interact and participate in the same way in which they would at the live event. There will be a saving on travel in the virtual state but there will be significant technical and booking support required for events of this size.

4. E-Resources: We have adjusted the delivery cost for Audience 2 and 3 under the assumption that all resources will be provided in e-format only.

The following limits will be applicable to all claims for travel and subsistence under this contract:

- a. Travel by rail: Standard class should be used at all times
- b. Travel by car: 45 pence/mile

Hotel bookings should be made through the Environment Agency's corporate travel contract. Details of this contract are available from the Corporate Contracting Team.

When making reservations you should state that you are a contractor working on Environment Agency business.

Hotel charges must not exceed a maximum limit per night bed and breakfast (VAT included) of:

Hotel Location	Cost per Night (Max)

Please Note: These hotel ceiling rates are subject to change throughout the life of the contract.

Expenditure on dinner during an overnight stay must not exceed a maximum limit of ■■■, including a drink.

Receipts for all rail travel, hotel and food expenses will be required as proof of expenditure and will be reimbursed at cost. No profit or additional cost shall be applied by the contractor to such personal expenses.

FOR INFORMATION ONLY

This costing table is for information only because EA are not funding the delivery of the PFR training to the PFR Industry (Audience 1); the PFR industry will pay for the training.

Delivery of Training and Re-accreditation Training Modules (Audience 1 – PFR Industry ONLY)

Item Number	Cost Breakdown	Unit	Cost per Unit (£)
1.1	Classroom: 'Face-to-Face' delivery format event at regional locations across England. Cost to include Travel & Subsistence in line with EA's Travel & Subsistence policy.		
	Audience 1 - PFR Industry Training – ■■■■	Total	
1.2	Classroom: 'Virtual' delivery format event		
	Audience 1 - PFR Industry Training – ■■■■	Total	
1.3	Workshop Event: 'Face-to-face' delivery format event for at a location across England where demand is highest. Cost to include Travel & Subsistence in line with EA's Travel & Subsistence policy.		
	Audience 1 - PFR Industry Training		*N/A
1.4	Workshop Event: 'Virtual' delivery format event		
	Audience 1 - PFR Industry Training		*N/A

1.5	Workshop Event: 'Face-to-face' delivery format event for at a location across England where demand is highest. Cost to include Travel & Subsistence in line with EA's Travel & Subsistence policy.		
	Audience 1 - PFR Industry Training		*N/A
1.6	Re-accreditation Training Delivery: 'Virtual' delivery format event		
	Audience 1 - PFR Industry Training	Total	
1.7	Other Costs: (Please specify)		
Total - PFR Industry Training Cost of Items 1.1 to 1.7			£687,036.00

*Please note: 1.3, 1.4, 1.5 are marked NOT APPLICABLE as the content for Audience 1 is not appropriate for delivery in large groups. Small group interaction with trainers is essential

*Please note: 1.6 Total is assuming all potential delegates who undertake the training proceed to accreditation and in turn proceed to apply for re-accreditation at the end of the accreditation period as defined by accreditation guidelines

Appendix 3 Prior Rights Schedule

Data and information management and Intellectual Property Rights (IPR)

All of the training materials, recordings and associated data generated by the Supplier as part of this commission will be the IP of the Environment Agency.

Details of Prior Rights held by the Parties (To be updated as Rights are introduced during the period of the Contract).

Prior Rights owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the Project for the purposes of fulfilling its obligations under the Contract.

Held by the Environment Agency

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

Held by Contractors

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