

Conditions of Contract - Services

Ref: «ecm_64136»

Title: «SEAFS Training – Developing effective Conversations (M319) and Facilitation Practitioner (M78)»

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customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
03459 88 11 88

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.

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-
[REDACTED], rights in semi-conductor chip topography, and in each case
[REDACTED] whether protectable at law or not, and if protectable, whether an
[REDACTED] application has been made for such protection or not, and all similar
[REDACTED] industrial, commercial, monopoly or other intellectual property rights
whether present or future, vested or contingent wherever protected.

1.1.14. Law

[REDACTED]
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
[REDACTED] 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.

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 [REDACTED]

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 [REDACTED] misconducts himself, is incompetent or negligent in the [REDACTED] performance of his duties or persists in conduct which could endanger the [REDACTED] health or safety of others. Such persons shall not be employed again on the [REDACTED] Contract without the Permission of the Contract Supervisor.

5. ASSIGNMENT [REDACTED]

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.

[REDACTED] 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 of [REDACTED] 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.

██████████ 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. [REDACTED]

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 [REDACTED] given by the Contract Supervisor;

12.1.3. is in breach of the Contract. [REDACTED]

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. [REDACTED]

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. [REDACTED]

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, [REDACTED] 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:

[REDACTED]
[REDACTED] 16.1.1. the sum stated in the Appendix ;

[REDACTED] 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. [REDACTED]
- 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

[REDACTED] rights used in connection with the Services shall remain the property [REDACTED] of the party introducing them. Details of each party's Prior Rights are set out [REDACTED] 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 [REDACTED] 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.

- ██████████ 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.

- _____

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

24. STATUTORY REQUIREMENTS

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

25. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

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

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

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

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

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

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

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

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

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

25. PUBLICITY

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

26. LAW

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

27. WAIVER

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

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

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

29. ENFORCEABILITY AND SURVIVORSHIP

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

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

30. DISPUTE RESOLUTION

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

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

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

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

of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

- 30.5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 30.6. The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- 30.7. Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

31. GENERAL

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

[REDACTED]

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.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

Appendix to Conditions Services

Ref: «ecm_»

Title: «SEAFS Training - Developing Effective Conversations (M319) and Facilitation Practitioner (M78)»

| | Condition |
|---|-----------|
| 1 Contract Supervisor Contact Supervisor – [REDACTED] Address:- Horizon House Deanery Road Bristol BS1 5AH | 3 |
| 2 Contractor «Wilson Sherriff» Address: [REDACTED] [REDACTED] [REDACTED] [REDACTED] | |
| 3 Completion [REDACTED] «14 th March 2022» Contract End Date «13 th March 2024 (+ 2 12-month extensions)» | 6 |
| [REDACTED] Address:- <i>National Delivery</i> | 11 |
| 5 Insurance Professional Indemnity Min. Cover £5 million Third Party Minimum Cover £5 million Public Liability Min. Cover £5 million | 17 |
| 6 Limit on Liability Limit on Contractors Liability £5 million | 16 |

APPENDIX – Specification for M319 and M78

M78

Background

This tender is for the provision of our Facilitation Practitioner introductory and continued professional development learning interventions for our facilitation network members. For the previous contract M78 was run as an introductory course and is the pathway to becoming a practitioner and joining the Environment Agency's internal Facilitation Network. This new approach reflects that in addition to the introductory training there is also a need for existing members of our network to have ongoing opportunities for continued professional development.

The Environment Agency's Internal Facilitation Network has been established for many years and provides internal facilitation support for internal and external events. Membership is currently around 100 ranging across newly trained, experienced and advanced members.

The focus of the network has changed over the past 18 months from offering a face to face facilitation service to offering a virtual service. This has been a big change and we have offered support to members to help them build confidence using new platforms (eg Teams, Conceptboard).

M78 Facilitation Practitioner - Introductory

Objectives for this course are that participants will:

- ✓ Draw on practical theories and concepts linked to professional competencies in facilitation
- ✓ Describe and use a range of facilitation techniques
- ✓ Apply a systematic approach to planning facilitated workshop, events or meetings
- ✓ Apply a systematic approach to facilitation
- ✓ Consider their own facilitation skills and plan how they will continue to develop these through the internal Facilitation Network

The format for this course was 1 ½ days face to face, ½ day virtual followed by a 1 day face to face session.

Following the move to home working the training course was moved online and was run over 6 consecutive weeks (2 ½ hours per session). We know that to build confidence new recruits need to be given space to discuss their experiences of actually delivering facilitation. Therefore, we now want a 7th session to become part of the standard training package and anticipate that this would take place 2-3 months after the completion of session 6.

Whilst we do not plan to make any major changes to the content of the course we are always open to ideas and suggestions.

We would expect to deliver training to circa 30 learners during a financial year. We have an established network of just over 100 members and we need to make sure that any new members are carefully selected to ensure they will join the network, build confidence quickly and become active members. The primary audience for this training would be Working with Others advisors but it is open to anyone in the organisation.

M78a Facilitation Practitioner - Advanced

Objectives for this course are that participants will:

- ✓ Be introduced to a wider range of facilitation practitioner skills
- ✓ Have an opportunity to practise and embed these new skills
- ✓ Have increased confidence in delivering more challenging/complex events
- ✓ Consider their own facilitation skills and how they can adopt new techniques to improve their own approach

For our advanced training we anticipate that we will need to include some core topic areas such as; reflection and feedback (reflective [REDACTED]sed questions, how to make sure you involve everyone, dealing with conflict and difficult behaviour. We would also want additional topics included which would be driven by the needs of participants and current challenges so there would need to be flexibility built into each cohort. To support this we would like the content of the training to be developed through feedback from our experienced/advanced facilitators and ideas/discussions with the Delivery Partner. We would expect the training to be highly participative and are open to ideas and suggestions.

We would anticipate running these to support network members with at least two per financial year.

M78b – Annual Network Event

Objectives for the event are:

- ✓ [REDACTED] tools and techniques on facilitation are shared and we consider how we bring these into the organisation
- ✓ [REDACTED] External Speakers provide an insight into facilitation outside of the Environment Agency giving a fresh perspective on the profession.
- ✓ Members leave the event with a plan of how they can use their new knowledge to improve their facilitation delivery.
- ✓ Members get involved in planning and delivering the event which will support them in improving their facilitation skills and confidence in a safe space.

Prior to Covid these were run face to face by the Facilitation Network national team. Over the past 18 months we have continued to meet virtually as a network every quarter to share case studies, provide national updates on work and to discuss any relevant current topics (eg inclusive events, Conceptboard). These will continue as keeping in touch events but we now want to re-instate our annual network event so that members feel they are part of a professional network and are given the opportunity to meet and get to know other members of the network.

Measures of success

All cohorts/training will be evaluated individually to ensure the objectives of the training are continuing to be met. These will be reviewed with the Delivery Partner after each cohort has completed to ensure we continue to tweak/improve the training if needed. An end of financial year course review and wash up will be led by the Environment Agency.

Measures of success for M78 and M78a are that delegates provide feedback demonstrating:

Confidence levels in facilitating events following the training are high
Overall course ratings are high
Trainer ratings are high
Delegates would recommend the course to colleagues

In addition -

Conversion to becoming a network member is 100% (for M78)

Measures of success for M78b would be that delegates provide feedback demonstrating::

Agreement that the objectives (outlined above) of the event were met

Suggestions/ideas on other measures of success that could be included along with how you can support us in evaluating how the learning from all of our training has been embedded in the business are sought.

Management of the contract

The courses are managed by the National Customer, Engagement and Market Research team. The Contract Manager will meet with the contract provider periodically to review progress and performance relating to the delivery of the training courses.

Course administration

For learners to attend the course they must have line managers approval. They then need to include the course in their individual learning plan. SSCL, our outsourced learning and development administrative organisation, then allocate spaces to those who have it in their plan. For M78 we need to make sure that participants are the right people for the course so we need to build in a process for ensuring they have the right skills and learning aims for undertaking the training. For M78a we need to make sure that it is our experienced and Advanced members who sign up for this training and we could look at *criteria for attendance* to support this. We'd be interested to hear any ideas you have on this.

Who will be part of the Environment Agency's Project Team? (include name/s and role in the project):

[REDACTED]
National Customer, Engagement and Market Research Team

[REDACTED]
National Customer, Engagement and Market Research Team

Skills of trainers required

We are interested to understand your experience in line with the skills listed below:

Facilitation – experienced in selecting an appropriate range of methods to work with stakeholders based on the purpose of the work and can apply facilitation skills to use and evaluate these methods. Recognised as a trainer of exceptional quality in facilitation skills and engagement process design.

Handling conflict and consensus building – experienced in dealing with publicly contentious issues and resolving conflicts and differences of opinion to the satisfaction of all parties involved.

Designing stakeholder facilitation processes – experienced designing and planning, organising and running facilitation processes that are inclusive of stakeholders with different interests and create common understanding and respect.

M319

This tender is for the provision of delivering our Developing Effective Conversations learning intervention. This will include revising and updating the current content so that it reflects the Environment Agency's changing ways of working and to enable us to meet our priorities set out in [EA2025](#).

The course needs refreshing so that it aligns with our organisation's current way of thinking particularly in respect to:

- our [approach to equality, diversity and inclusion](#)
- understand the concept of emotional intelligence and understand its use in challenging conversations
- equipping our colleagues with the skills to manage difficult as well as aggressive conversations

Background information to M319 Developing Effective Conversations

M319 aims to equip colleagues with the essential building blocks to have an effective conversation (using the 'listen, reflect, clarify' model) whilst exploring why people behave the way they do and the central skill of empathy and understanding how to maintain their professional role in a difficult conversation and why this is important. And at the same time learning some techniques for dealing with angry or upset people and when and how to close down a conversation and looking at how to express something sensitively and how to deliver unwelcome news.

The current course is designed for colleagues around the business including, but not limited to:

- Permitting officers who need to talk to members of the public, operators (companies we regulate), interest groups and local authorities about sites/activities that have applied to us for an environmental permit. For example, talking to people at consultation events about what we can and can't legally consider in the permit determination process
- Regulatory officers who need to talk to members of the public, operators, interest groups and local authorities about sites/activities already operating under an environmental permit from the Environment Agency. For example, discussing concerns about pollution and noise, odour or
- Officers working in Flood and Coastal Erosion Risk Management roles who need to talk to members of the public, residents' groups, local authorities, consultants, and other partners about their flood risk, the roles of different flood risk management authorities, riparian ownership responsibilities, and options to improve flood protection and resilience
- Asset Performance officers who need to be able to talk to members of the public, residents' groups and partner organisations about what our river maintenance responsibilities are and aren't, discuss our local asset maintenance programme, and consult them when we plan to withdraw from maintenance activities
- Staff acting as Flood Ambassadors in communities recovering from recent flooding who may be shocked, upset and/or angry

Previous delivery of the course

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
03459 88 11 88

Before March 2020, M319 was delivered as a 1-day face to face course. Since April 2020, this course has been delivered virtually by holding 2 sessions, each lasting 2½ hours and taking place a week apart. The course outline has been provided as supporting information.

We held 10 iterations of this course in the last financial year. We anticipate that past delivery of the course means we will continue to run a similar number of courses each financial year of the contract.

Course objectives

The current course objectives have been designed so that learners can:

- practice the building blocks of an effective conversation
- explore why people behave the way they do and the central skill of empathy
- understand how to maintain your professional role in a difficult conversation and why this is important
- have learned some techniques for dealing with angry or upset people and when and how to close down a conversation
- looked at how to express something succinctly and how to deliver unwelcome news

Providing a flexible package

Feedback provided by past learners has shown us that there is a real need for a learning intervention that reflects the diverse nature of the different parts of the Environment Agency.

What we have identified in the current M319 provision is an opportunity for interactive and experiential learning opportunities. This will provide our staff with a safe space to practice new skills and we would also like to hear your ideas on how they can embed their learning.

Another focus is in respect to having difficult, challenging and aggressive conversations. Forward this is something we would like to see included in the revised M319 offer to our staff. We also acknowledge that this may present itself as a standalone module that needs to be accessible to those who have attended the course previously but without having to attend it again.

Whilst the format of this needs to consider the more agile way colleagues are now working and the best way in which they learn, we are keen to hear new ideas on the design of this flexible package and to see the use of innovation.

Management of the contract

The courses are managed by the National Customer, Engagement and Market Research team. The contract manager will meet with the contract provider periodically to review progress and performance relating to the delivery of the training courses.

Course administration

For learners to attend the course they must have line managers approval. They then need to include the course in their individual learning plan. SSCL our outsourced learning and development administrative organisation, then allocate spaces to those who have it in their plan. Before they attend the course, each learner is asked to complete a pre-course survey and the results are shared with the trainer. This information provides useful context of those attending the course and how they currently perform in this area and what they want to get out of the training. Whilst this information is useful, it's an administrative burden on the team. We'd be interested to hear alternative ideas.

What would success look like?

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
03459 88 11 88

- Course delegates provide feedback saying that they feel they now have the skills and confidence to engage in conversations that are challenging and with people who may be assertive and, at times, angry.
- Course delegates are able to exercise emotional intelligence during challenging conversations.
- Feedback/evidence shows that learners have put their learning into practice (i.e. have had effective conversations with their customers and stakeholders) and can demonstrate how this has helped towards delivery of work objectives and EA2025.
- [REDACTED]
- Course delegates would recommend this course to their colleagues.
- By the end of each cohort each learner will be produced detailing what they have learnt, how they have put it into practice and any additional future goals. Additional future goals to support their learning cycle.
- Each learner will come away from the programme with a clear plan of future goals and how to put the learning into practice.
- The Working with Others Network is highly engaged with the course.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Who will be part of the Environment Agency's Project Team?

[REDACTED]

National Customer, Engagement and Market Research Team

[REDACTED]

National Customer, Engagement and Market Research Team

Defra L&D Specialist

Skills of trainers required

We are interested to understand your experience in line with the skills listed below (including recent examples):

- Trainer in communication and engagement skills – knowledge, experience and feedback as a trainer in communication and engagement skills. Can confidently use a range of learning methods to meet different learning styles.

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
03459 88 11 88

- Handling conflict – experience of facilitating in situations that are publicly contentious and helping to resolve conflicts and differences of opinion to the satisfaction of all parties involved.
- Skills development – experienced in developing and delivering appropriate learning interventions to develop skills so that staff are able to plan, organise, facilitate, deliver and evaluate effective stakeholder engagement. Learning interventions could include, but aren't limited to, coaching, mentoring, delivering training, webinars and action learning projects.

As well as having a good understanding of our role and vision as an organisation, we would like to hear how you would look to gain knowledge of the challenges our staff face to help support this.

Building on the current course content we would like a refresh of the course resulting in a highly interactive and participative programme which also reflects the following objectives and requirements:

- our approach to equality, diversity and inclusion
- understand the concept of emotional intelligence and understand its use in challenging conversations
- equipping our colleagues with the skills to manage difficult as well as aggressive conversations

We expect the development to be of a collaborative design with the Environment Agency in order to help define the needs and objectives, particularly in relation to the emerging area of focus around having difficult, challenging and aggressive conversation.

We would expect it to include new up to date material which we would work with you to assess the suitability of for inclusion within the course.

We would like to see a robust way of evaluating the delivery of this updated learning intervention in a way that we can evidence its effectiveness. Currently most learners receive little support from their line manager throughout the course. This means we also have limited evidence of its medium to long-term impacts on our staff and our business.

Key deliverables

The delivery partner will provide:

- suitably qualified and experienced personnel
- regular reviews on progress of the development and delivery
- updates on the material