



**Environment
Agency**

Conditions of Contract Services

**East Midlands Yorkshire Sherwood Sandstone
Groundwater Model Update**



Document Version - 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.).

The Authority wish to include a break clause within the contract following the delivery of Task 2. The Authority retain the right to end the contract at this point at their sole discretion and will give 30 days' notice of their wish to implement this break clause.

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 (using the CCN template included in Schedule 3) 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 and consider personal data risk. 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.

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

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

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

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

28. ENFORCEABILITY AND SURVIVORSHIP

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

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

29. DISPUTE RESOLUTION

29.1. 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.

29.2. 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).

29.3. 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.

29.4. 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.

29.5. 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.

29.6. 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.

29.7. 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.

30. GENERAL

30.1. 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.

30.2. 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.

31. FREEDOM OF INFORMATION ACT

31.1. 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').

31.2. The Contractor agrees that:

31.2.1. 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

31.2.2. 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.

31.3. 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.

32. DATA PROTECTION

32.1. 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.

Appendix to Conditions Services

Ref: [REDACTED]

Title: East Midlands Yorkshire Sherwood Sandstone Groundwater Model Update
Condition

1 Contract Supervisor 3

Contact Supervisor – [REDACTED]

Address:

[REDACTED]

2 Contractor

Groundwater Science Ltd

Address:

[REDACTED]

3 Completion 6

Contract Start Date 22/02/2021

Contract End Date 31/03/2022

4 Delivery 11

Address:-
As above

5 Insurance 17

Professional Indemnity Min. Cover £1 million

Third Party Minimum Cover £1 million

Public Liability Min. Cover £1 million

6 Limit on Liability 16

Limit on Contractors Liability £5 million

Schedule 1: Specification

Specification

Introduction

This specification relates to the second phase of a two phase project to update the East Midlands & Yorkshire Area (EMY) Sherwood Sandstone Groundwater model. Phase 1 was a desk study which involved updating the conceptual model for the Yorkshire area of the EMY groundwater model. The East Midlands Yorkshire Groundwater Model Update Phase 1 report (Stantec, 2020), which was the output from Phase 1 is available to read alongside this specification. This project is co-funded by two Environment Agency areas, Yorkshire and the East Midlands.

The original Selby model of the Yorkshire area was developed in 2005 and was last updated in 2007. During the period September 2005 to December 2009, the Midlands Region of the Environment Agency developed a groundwater model of the East Midlands Sherwood Sandstone aquifer system. This East Midlands model was joined to the existing Selby groundwater model of Yorkshire, to form the East Midlands-Yorkshire (EMY) groundwater model in 2013. This means that currently the EMY Sandstone model consists of two separate models, one for East Midlands' Area (EMD) and another for Yorkshire area (Selby model) which have been joined together (Figure 1). The time series of the EMY area model currently extends until March 2012.

In 2013 the EMD model was also technically updated to improve its calibration and water balance. The project carried out a more detailed investigation and constructed a conceptual and numerical model which is better fitted to resolve the uncertainties in the EMD area of the aquifer. The EMY model has been successfully used by the Midlands area for groundwater abstraction licensing assessments, but the Selby area of the model was not included in the 2013 technical update. The Selby model has known limitations and hydrogeological uncertainties which were not fully investigated at the time of its development which restrict its use for in-depth groundwater investigations. Consequently, the Yorkshire area model is significantly outdated and not being used for groundwater investigations. The model is in a historically water stressed area, across the majority of which we do not allow any new abstractions from groundwater, a position which we need to be able to fully explain and defend.

In 2016-17 the Environment Agency Yorkshire Area commissioned the BGS to address some of the conceptual hydrogeological uncertainties of the Yorkshire area model, by creating two 3D geological models of the Selby area. The outputs from this project were used to inform the update of the Yorkshire area conceptual model as Phase 1 of this project. However, the EMD model is also now outdated, and water companies in the area are carrying out their own adjustments to be able to use the model.

The updated conceptual model for Yorkshire (Phase 1) will feed into this project to update the EMY model in a way that it will be have unified recharge and be one

numerical groundwater model for both areas i.e. numerically the model won't be as it is now comprising the Selby model and EMD model joined together.

The aim of this project is to create a unified numerical model without comprising the quality of the calibration of the existing EMY model that would enhance the EA's ability to make abstraction licensing decisions on a sound scientific basis and, in doing so, sustainably manage groundwater levels and protect sensitive surface water features on the outcrop of the East Midlands-Yorkshire aquifer.

Project

The overarching objective for this project is to improve the EA's capability to regulate, manage and protect water resources of the Sherwood Sandstone Principal Aquifer. The project aims to do this by improving the conceptualisation of the Sherwood Sandstone using the updated geological knowledge from the recent British Geological Survey's investigations in the Yorkshire area, and from the newly created gridded 3D geological models. The updated conceptualisation of the aquifer (undertaken in Phase 1) should be used to generate an updated, unified, usable, reliable numerical groundwater model covering both the Sherwood Sandstone Principal Aquifer of the East Midlands and the Yorkshire area. In order to be viewed as successful, the updated numerical model must be:

- Defensible on a technical level;
- Useable by the local GWCL teams, and;
- Agreed upon by all key stakeholders.

In order to achieve this main objective of having an improved model which can be used by the area teams, it is of paramount importance that this project delivers a working model in the EA's National Groundwater Management System (NGMS). At present NGMS only supports the MODFLOW-96 modelling code and 4R recharge-runoff models. As such we anticipate that the model will need to be updated using MODFLOW-96 and 4R.

The project has three specific sub-objectives:

- Use the updated numerical model to carry out investigation on the impact of Yorkshire Water abstractions on the water environment for the Asset Management Plan 7 (AMP7) and Water Industry National Environment Programme (WINEP) (commencing 2020). The WINEP investigation needs to be completed by March 2025, so an updated numerical model needs to be available to assist with the investigation well in advance of this date, hence this project has a completion date of March 2022.
- Improve the abilities of the area Groundwater and Integrated Environment Planning (IEP) teams to carry out Water Framework Directive (WFD) and other hydrogeological investigations on the water environment in the area of the model using NGMS. The numerical model provides a means by which operational staff can increase their confidence in environmental decision making. Local teams are accomplished in the operation of NGMS

and are unable to interrogate the model without it, therefore having the model configured into NGMS will make this objective possible.

- Safeguard our ability to regulate new groundwater abstraction applications. A new conceptual and numerical model will assist in our ability to regulate new and existing groundwater permits in an aquifer with high demand pressures. We will use the numerical model to support our assessment of new abstraction applications, as well as preparing for climate change and water usage changes.

It should be noted that the following definitions are used throughout this document:

- Project – This refers to the program of work to develop a unified regional groundwater model of the East Midlands-Yorkshire.
- Task – This refers to a specific part of the Project. All the Tasks are briefly outlined below.

The overall project consists of two phases:

- Phase 1 – (19/20) update of the conceptual model of the Yorkshire area of the EMY model (completed);
- Phase 2 – (20/21 and 21/22) update of the EMY numerical model, the unification of the two currently separate recharge numerical models, groundwater flow models (developing a new recharge model and groundwater flow model) and the integration of the updated model onto the EA’s National Groundwater Modelling System (NGMS).

The consultant will only work on Phase 2 of the project but will be required to review and familiarise themselves with the work completed in Phase 1 in order to complete Phase 2. This specification document is **only for the second phase** of the project. This Phase will consist of eight main Tasks:

Task 1: Review Phase 1 conceptual model report, data gathering, analysis, compilation, and quality assurance for both recharge and groundwater model

Task 2: Time series update of all datasets for the proposed new EMY model domain

Task 3: Develop a unified 4R recharge model (extend the existing EMY 4R recharge model to include Yorkshire)

Task 4: Recalibration and refinement of the unified recharge and groundwater model

Task 5: Model handover for quality assurance

Task 6: Predictive simulations and options appraisal

Task 7: Reporting and preparation of deliverables

Task 8: Integration of the updated model to the EA’s National Groundwater Modelling System (NGMS)

To ensure that the work is completed to a sufficiently high standard, the Task work will be monitored by a Task Review Team, which will consist of the following people:

Name	Project Role	Organisation
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██████████	Project Manager	GWCL, Environment Agency - Yorkshire
██████████	Project Support	GWCL, Environment Agency - Yorkshire
██████████	Project Support	GWCL, Environment Agency – East Midlands
██████████	Groundwater Modelling Technical Specialist	GWCL, Environment Agency – East Midlands
██████████	Specialist, Environmental Planning	IEP, Environment Agency – East Midlands
██████████	Specialist, Environmental Planning	IEP, Environment Agency Yorkshire
██████████	Technical Specialist, Hydrogeology	GWCL, Environment Agency – Yorkshire
██████████	Technical Specialist, Hydrogeology	GWCL, Environment Agency – East Midlands
██████████	Internal Reviewer for the Environment Agency	Groundwater Technical Advisor, Environment Agency
TBC	External Peer Reviewer for the Environment Agency	TBC
██████████	Senior Hydrogeologist	Yorkshire Water
██████████	Hydrogeologist	Anglian Water
██████████	Hydrogeologist	Severn Trent Water

The primary Environment Agency contact for the Consultant for this project will be the Project Manager, ██████████.

Investigation Area

The EMY groundwater model lies between grid references Easting 430 000 to 500 000 and Northing 325 000 to 452 000, largely to the east of the Pennines. The Yorkshire area of the groundwater model grid is shown in orange in Figure 1 and covers the whole area of the Sherwood Sandstone subcrop from the city of York in the north (northing 452000), to a line drawn just to the north of the sandstone outcrop at Doncaster to the south (northing 413000). The western boundary of the model is defined by the western extent of the Permian strata. The eastern boundary extends under the Mercia Mudstone to a distance of around 8 kilometres. One of the recommendations from Phase 1 of this project was to extend the model area within Yorkshire, the suggested new model area within Yorkshire is shown in purple (Area of interest 2020). This extension would allow the inclusion of the confined Mercia Mudstone, bringing the Yorkshire area of the model in alignment with the majority of the East Midlands model area. However, there is an area to the northwest of Doncaster to the west of the existing EMD model where the Permian outcrop is excluded from the existing domain. It is anticipated that this area would also be included within the model update as part of this project. We welcome suggestions of alternative approaches and would encourage the consultant to include within their tender a proposed extent of the model domain with robust justification.

Environment Agency Project Timescale

The Environment Agency Project timescale requires the work to be started in February 2021. The project start-up meeting should be held in February and the

Consultant's project manager and principal technical expert should be available for the start-up meeting.



Figure 1. Yorkshire's existing Selby area model (orange) and East Midlands' area model (green). The area of interest 2020 was the focus of Phase 1 of this project for which the conceptual model was updated (purple)

Task Specification

We need an updated model for the Sherwood Sandstone aquifer to improve confidence in environmental decision making, balancing the needs of water users and the environment.

The 2007 Selby model of the Yorkshire area had some limitations and uncertainties which were not fully investigated at the time and which restricted its use for in depth investigations. The key uncertainties of the model were:

- The amount and locations where recharge infiltrates into the aquifer through the superficial deposits,
- The interaction between river systems and the aquifer,
- The lack of monitoring data in certain areas (these data gaps still remain),
- The leakage from adjacent aquifers, and
- The lack of a reliable numerical recharge model.

Due to these uncertainties, and the fact that the model is now out of date, the existing model is not currently being used for groundwater assessments by the area groundwater team.

The work completed by BGS in 2018 involved the production of 3D gridded geological models of the superficial drift and the bedrock of the Yorkshire area (similar to what already exists for the EMD area) and a literature review on the latest geological knowledge of the heterogeneity of the Sherwood Sandstone and the weathering within the aquifer. The outputs from this project phase can now be used to provide the geological framework for the construction of the recharge model and for the conceptual model update of the Yorkshire area.

The latest WINEP commences in 2020 and we need to have a functional and fully updated numerical model to investigate the effect of Public Water Supply abstraction on the water environment. The WINEP investigation needs to be completed by March 2025, so an updated numerical model needs to be available to assist with the investigation well in advance of this date, hence this project has a completion date of March 2022.

The East Midlands section of the model was last subjected to a technical update in 2013 and now needs updating with recent data sets. The aim of this project is to create a model of similar specifications for Yorkshire and merge it with the EMD model to create a unified numerical model for Sherwood Sandstone aquifer investigations.

The tasks listed below have strong interdependencies. The tasks are listed in approximate order, but by necessity there will be some overlap. Some additional literature review will be required during this work. The Consultant should therefore note that as part of doing the tasks listed below a number of reports may require review (and hence referenced in any reporting) during the course of the Task and this should be accounted for in the financial proposal.

Task Review and Meetings

Task meetings will form the principal method of project review. We anticipate the need for a minimum of eight meetings throughout the duration of this project, including both a start-up and close-out meeting. All of these meetings shall be organised by the consultant and held on-line using MS Team or similar. If the consultant anticipates the need for further meetings, justification and costs should be provided in their bid.

The consultant will be responsible for the taking of minutes during all meetings. These should be provided to the Environment Agency Project Manager within three days of the meeting for review prior to circulation to the wider project team. The consultant is required to provide written monthly updates to the Environment Agency Project Manager which should detail progress and spend to date. These should be provided within five working days of the end of the month. Technical issues should be raised with the Project Manager (and Task Review Team as appropriate) as they arise so as not to create delays to the project.

Task 1: Review Phase 1 conceptual model report, data gathering, analysis, compilation, and quality assurance for both recharge and groundwater model

Task 1.1: Review existing model and reports

Purpose

- To draw together the data and conceptual understanding that has been learnt since the previous update of the model.
- Identify any additional data required and decide on changes to datasets.
- Become familiarised with the existing model.

Approach

- Review the Phase 1 conceptual model report and decide how the recommended alterations to the model will be addressed and identify any additional data that is required.
- Review the geological interpretation undertaken as part of Phase 1 and establish how this updated information will be represented in the numerical model.
- Consultant to review the existing model documentation and model files to gain an understanding of the model in its current format.
- Since one of the objectives of the project is to create a unified recharge model, the Consultant will need to review the datasets used in the EMD 4R model, compare them with the ones previously used in the Selby area and make a judgement with the Task Review Team about which datasets will need to be used for the recharge estimation.

Task 1.2: Compilation of model dependent datasets

Purpose

The investigation area is defined in Figure 1. Currently datasets within the EMY model extend until March 2012. Datasets for the entire EMY model area need to be extended until September 2020 (or the most recent date for which data is available), this will include the proposed extension to the model domain for which datasets will need collating for the entire model period. Some datasets used in the original model

will be replaced with alternative products, these will need to be compiled for the entirety of the proposed model domain for the entire model period.

Approach

The greater part of the data will be sourced from the Employer or water companies. In any event, the Consultant is reminded that any data obtained as part of this task shall remain the exclusive property of the Employer.

As an absolute minimum the Consultant will be expected to have acquired, inspected and quality assured data covering the most recent period (January 2006 to September 2020) for existing datasets which will continue to be used in the new version of the model. There will be some new datasets and data points (within the extended model domain) used in this model update, these will need to be acquired, inspected and quality assured for the entire model period.

As this is an update to the model, there will be a list of sites where the data will need to be extended to present date. However, as we are proposing to extend the domain of the model, there will also be a requirement for the inclusion of new sites with data, for which data must be collated for the entire model period.

Where appropriate the Consultant will enter or import the raw data into either new or existing Excel spreadsheets (or other format required by the EA) to enable later presentation of the data or further analysis. These spreadsheets should be passed over to the Employer at the end of the project. The consultant will need to undertake a QA of the supplied data, any changes to the data will need to be flagged in the returned files. Quality assured data should be returned in the provided format or EA xml to be agreed with the Project Manager. This will allow the employer to ensure corrected data can be uploaded to the relevant EA database. The Employer propose that the model is updated until at least the end of September 2020 and therefore all of the relevant datasets will need to be updated to this date (or later if data is available).

There will be changes to the existing Potential Evapotranspiration (PE) and rainfall datasets used in the model. The consultant will need to make a judgement on the datasets to be used in the updated model and seek agreement from the Task Review team.

- **Rainfall:** We anticipate the use of a suitable national gridded rainfall dataset.
- **PE:** The Environment Agency have developed a PE data set based on the FAO65 methodology which it is expected will supersede MORECS and MOSES. We anticipate it will be used as a standard dataset for regional groundwater models in the future, and thus anticipate its use in this project unless a more suitable alternative is suggested with appropriate justification. There are two versions of this dataset available PET and PETI. PETI includes canopy interception for short crops. The Consultant's choice of PE data should be agreed by the Task Review Team.

As an absolute minimum (unless the Employer has agreed otherwise) the Consultant will be expected to have acquired, updated where necessary, inspected and quality assured the following data:

- Groundwater and surface water abstraction and discharge data
- Most recent Soil map and Land use datasets
- Groundwater level data for any Environment Agency observation boreholes in the area

- Daily Streamflow and river level data from gauging stations in the study area
- Appropriate format and frequency of Potential Evapotranspiration data (to be agreed)
- Appropriate format and frequency of rainfall data (to be agreed)
- Analysis of the most recent pumping tests and borehole logging in the aquifer area.
- Updated LIDAR elevation data
- Latest Groundwater Quality data and any recent reports on the quality of groundwater in the sandstone.
- CAMS/WFD catchment boundaries, river stretches and outflow points
- The most recent 3D gridded Geological models produced for the Superficial deposits and the Bedrock in the area
- The most recent bedrock/superficial (1:10,000 and 1:50,000) maps covering the Selby model area.

Telecons/Webex should be arranged as necessary and allowances for this should be detailed in the project plan.

Task 2: Time series update of all datasets for the proposed new EMY model domain

Purpose

To update the time series of all datasets for the proposed new EMY model domain for further refinements (up until September 2020, or the most recent date for which datasets are available).

Approach

The consultant will update the input time series data of the EMY model. This will involve the following items:

- For the East Midlands runoff-recharge model:
 - Update the PE data – the EMY currently uses the Met Office MOSES ('pseudo MOSES') dataset. It is anticipated that the Environment Agency's new Potential Evapotranspiration (PET) dataset will be used for the construction of the updated recharge-runoff model to allow for its longevity. Data is available at 1km resolution and available from 1961 onwards.
 - Update the Rainfall data – Three data sets were used for the original construction of the model, though the consultant should consider the suitability of using CEH-GEAR and/or HadUK gridded rainfall data. The original datasets used were:
 - Centre for Ecology and Hydrology (CEH) Continuous Estimation of Rainfall (CERF) national daily rainfall data set (Keller et al. 2005) covering the entire East Midlands investigation area for the time period 1970-2001;

- Met Office long-term average (LTA) rainfall grid created for the East Midlands investigation area by merging the available LTA grids extracted from LOW FLOWS 2000 (Holmes et al. 2003) for the period 1961 to 1990;
 - Daily rain gauge data;
- Update of mains leakage data;
- Water course and topographic surface data – Flood defence stream long and cross profiles, are available for recent years from the Environment Agency. These data are primarily required for recalibration of the regional groundwater model (Task 4) to generate stream level and streambed bottom profiles. However, knowledge of the stream levels will assist with the generation of the groundwater level contour maps. It is well known that mining of the Coal Measures beneath the Sherwood Sandstone has led to large-scale subsidence. In some cases, this has led to the abandonment of a number of gauging stations on the Sherwood Sandstone outcrop. The flood defence stream profiles should therefore be examined to quantify the amount of bed level change with time, as this may give some important information on the reliability of the stream gauges. For instance, the variation in elevation (particularly Meden, Maun, Lean, Poulter and Torne) could significantly improve the calibration. Collaboration with the Coal Authority may allow relevant subsidence information to be acquired. This may also provide some data on regional subsidence, which may provide some insights on the hydrogeology of the Sherwood Sandstone, possibly the distribution of hydraulic properties and information relating to stream aquifer interaction.
- For the EMY groundwater model:
 - Update of the Groundwater abstraction time series data using data from National Abstraction Licensing Database (NALD) – this will require infilling of data gaps.
- For post-processing of the combined model results:
 - Update of the main groundwater level hydrographs used for calibrations;
 - Update of the surface water flow hydrographs used for calibration;
 - Update of all the surface water abstraction data – The availability of surface water abstraction data is similar to the groundwater abstraction data. However, the surface water abstraction data (as well as discharge data) are mainly required so that simulated total catchment flows can be validated against gauged flows. It is expected that surface water flow performance targets of the updated and refined regional groundwater model, will be set for the most recent time series (2012-2020) because of the poor reliability of early surface water gauging records. The level of data update for this period is the same as for the groundwater abstractions. Data collation will not be required for the River Trent and parts of the streams on the Mercia Mudstone outcrop (i.e. downstream of the gauges) where the sandstone is confined so not connected to surface

water (see East Midlands Yorkshire Groundwater Model Technical Update 2012).

- Surface water discharge data – The time series of discharge data needs updating. Consented quantities are available from the WIMS database from which a download will be provided. There are little data for actual discharge volumes. In some cases, it is related to surface/groundwater licenses, for water treatment works data is available from the Environment Agency Urban Waste Water Treatment Directive Reports and data may be available from the water companies (in this case primarily YW and STW).

In the existing EMY, most of the model data is pre and post-processed in Excel spreadsheets (some with macros) and binary output of MODFLOW+ is extracted with Fortran utilities for post-processing purposes. The Consultant will receive this suite of tools and will be expected to use them and enhance them where necessary.

Outputs

The updated EMY model will be run and the simulation will be compared against the existing historic run. Simulated surface water flows and groundwater heads will be compared against observed flows at the gauging stations and observed groundwater levels at the main calibration observation boreholes.

Telecons/Webex should be arranged as necessary and allowances for this should be detailed in the project plan.

Task 3: Develop a unified 4R recharge model (extend the existing EMY 4R recharge model to include Yorkshire)

The main objective of this project is to have an improved numerical model covering the entire EMY Sherwood Sandstone Aquifer available for use in NGMS. As such, it is imperative that we have a recharge model configured in NGMS. 4R is currently the only NGMS supported runoff-recharge modelling code, therefore it is anticipated that the runoff-recharge model will need to be developed using 4R. Presently a 4R model exists which only covers the Midlands section of the EMY model. A unified 4R recharge model is required to cover the entirety of the new model domain.

Purpose

Develop a 4R recharge-runoff model for the whole Yorkshire model area including the enhanced surface water catchments identified in the conceptual model report (Phase 1). Parameterisation to use an approach consistent with the East Midlands model to enable a unified approach to recharge estimation across the whole EMY area and as agreed with the project team.

Approach

The Consultant shall establish which gridded rainfall dataset, and PE dataset will be used to build the 4R model for Yorkshire. The Consultant will need to update the datasets within the existing EMD 4R model and also replace some of the datasets with more suitable products. The Consultant shall make a judgement on the appropriateness of each dataset for the estimation of recharge, and make a recommendation to the Task Review Team.

Outputs

A unified runoff-recharge model covering the entire EMY area, representing all the important conceptual features as agreed with the project team, and with better performance than the existing recharge model.

Telecons/Webex should be arranged as necessary and allowances for this should be detailed in the project plan.

Task 4: Recalibration and refinement of the unified recharge and groundwater model

Purpose

The East Midlands Yorkshire model will be improved in line with the recommendations made during Phase 1 of this project. The model will then be refined against the historical behaviour (up to September 2020) of the surface water and groundwater system until the defined acceptance criteria have been met, or the Environment Agency has agreed that further refinement runs are unnecessary.

We would expect the consultant to review and assess the following recommendations for improvements to the numerical model which were made following completion of Phase 1. Any proposed updates to the numerical model should be discussed with the Task Review Team before being incorporated in the model update. These are the recommended updates from the Phase 1 report:

- Extension of the Yorkshire Sherwood Sandstone aquifer further into the confined Mercia Mudstone consistent with the East Midlands model.
- Use of the base of the Sherwood Sandstone as the base of active flow rather than the -150 mAOD cut-off previously applied: the BGS solid geology model can be used for this. (N.B Layer 4 in the EMD model area is the Cadeby Formation which lies beneath the Sherwood Sandstone. The base of this is represented as a no flow boundary).
- Inclusion of the underlying Permian limestones as MODFLOW layers 3 and 4 in Yorkshire (consistent with the East Midlands area of the model): the BGS solid geology model can be used for this. Note within the current model domain and the projected model domain shown in Figure 1, the Permian outcrop is missing from the area west of the existing Midlands section of the model between the M18 south of Doncaster and the M62. This is a function of the fact that Phase 1 of the project focussed on the Yorkshire area. However, we anticipate the entire outcrop of the Permian, including that to the north-west of Doncaster to be included within the updated model domain.
- Allowing slightly enhanced connection to the Sherwood Sandstone aquifer in areas where there is evidence of the influence of Permian groundwater (see Phase 1 conceptual model report).
- Replacement of the structure and parameterisation of the overlying superficial deposits represented in Layer 1 of the current model using the datasets

developed from the BGS 3D model as described in conceptual model report (Phase 1).

- Replacement of MODFLOW River cells with Stream cells over the whole model area to allow cumulative effects on flow to be calculated more straightforwardly (see Phase 1 report).
- Replacement of the structure and parameterisation of the interactions with rivers using the approach identified during exploratory modelling as summarised in the conceptual model report (Phase 1).

Approach

The assumptions or modifications required in simplifying the conceptual understanding into the numerical model shall be fully documented. The EMY model is constructed using MODFLOW-96 and the EMD recharge model uses the 4R Entec Recharge code. As it is essential that the updated model can be imported to NGMS, it is anticipated that the model update will continue to use MODFLOW-96 and 4R as these are currently the only groundwater and recharge modelling codes compatible with NGMS.

The details of software used including the version of MODFLOW should be agreed with the Environment Agency Project Manager. The software packages and naming conventions of files and the structure of electronic work spaces to be used will be agreed with the Environment Agency Project Manager.

The Environment Agency requires an initial testing of the sensitivity of the model results (outputs) to agreed changes in key mechanisms or parameters. A logical series of modifications to the EMY model will then be made and carried out. The Environment Agency will not accept arbitrary modifications to model mechanisms or parameters which cannot be justified by logical, physical explanations based on analysis of the observed data and other available. If the outcome of the implementation of the parameter changes does not calibrate adequately then the changes need to be justified in response to the changes in the conceptual model.

The Consultant shall maintain an audit of all refinement runs and shall keep the Environment Agency informed of any problems or successes. The audit shall also include details of any changes to the conceptual model needed to affect a better match with the observed historical behaviour.

Appropriate numerical convergence criteria in terms of both head and flow will be agreed in consultation with the Environment Agency. Typical values from previous modelling projects are given as guidance: a maximum head difference of around 10^{-4} m at any node and a flow imbalance of no more than 0.1% of the recharge at any node.

Prior to acceptance of the 'final fully calibrated' updated EMY model, the Consultant should prepare and run standard scenarios:

- Recent actual simulation;
- Fully licensed simulation;
- Naturalised simulation.

The Consultant will be expected to make changes to overcome problems (in agreement with the Environment Agency Project Manager) if the EMY model cannot simulate conditions in one or more of these standard scenarios (e.g. model becomes unstable and leads to extensive drying of model cells, most likely to be for the fully licensed scenario).

Outputs

A runoff-recharge groundwater model representing all the important conceptual features determined in Phase 1 and identified in Task 1, with better performance than the existing EMY model. Comprehensive comparisons between field and modelled results will be made. These will include, but are not limited to:

- Groundwater Heads
 - Maps and cross-sections of groundwater heads
 - Hydrographs of groundwater heads
 - Horizontal and vertical head gradients
- Groundwater-surface water interaction
 - Spring and river flow hydrographs
 - River flow accretion diagrams
 - Plots showing gaining and losing reaches of streams
- Water Balances (both total and groundwater independently)
 - Long-term average water balances for all components of the water budget
 - Time series of components of the water budget for the whole catchment and appropriate sub-catchments
- Recharge and Natural Summer Outflows (NSO, Q85) for each Groundwater Management Unit and Groundwater Body and total flows for each Surface Water Body
- Geographical Information Systems (GIS) data sets of the Whole EMY model files
- GIS tools to delineate the surface waterbody WFD flow compliance bands for the Recent actual and Fully Licensed standard scenario runs
- Graphics showing how all parameters have been conceptualised and how those conceptualisations have been implemented in the model
- All spreadsheets used to construct and maintain the model
- All model files

Telecons/Webex should be arranged as necessary and allowances for this should be detailed in the project plan.

Task 5: Model handover for quality assurance

Purpose

The quality assurance of the model prior to performing predictive simulations and options appraisal.

Approach

The consultant will be responsible for providing the Environment Agency with electronic deliverables to be uploaded to EA computer systems in the structure agreed in Task 7. The electronic deliverable should not contain any superfluous files and/or temporary files. It should be accompanied by comprehensive meta data explaining directory structure and function/purpose of files. All important simulations of the EMY model (historic, recent actual, fully licensed and naturalised) will be tested using Environment Agency compiled executables and computers. This will involve both pre and post-processing of the main input and output data. The consultant will assist with this, but the running of the simulations will be done by Environment Agency staff. The main test will be comparison of total flow balances of the Environment Agency simulations with the simulations performed by the Consultant.

Outputs

As a minimum, the following data will be required:

- All main pre and post-processing files, including any source code;
- All input and output files of the main model simulations:
 - Historic run,
 - Naturalised run,
 - Fully licensed run,
 - Recent actual run.
- Outputs showing the effectiveness of the calibration e.g. contour plots of calibration errors with metadata explaining why some areas calibrate less well.
- Any other important data sets used to display model outputs generated for this task. These could include GIS datasets, for example polygons used for property zones in the model.

Telecons/Webex should be arranged as necessary and allowances for this should be detailed in the project plan.

Task 6: Predictive simulations and options appraisal

The main objective of this phase is to undertake different predictive scenario modelling.

This would include running 10 potential what if predictive scenarios. The details of these predictive scenarios will be finalised later by the project team.

Task Outcomes and Deliverables:

- Updated and validated datasets supporting the whole EMY model to September 2020.
- Updated all pre-and post-processing spreadsheets, 4R and MODFLOW input files and output files that all run on Environment Agency systems, Utilities.
- Geographical Information Systems (GIS) data sets.
- GIS tools to delineate the surface waterbody WFD flow compliance bands.

Telecons/Webex should be arranged as necessary and allowances for this should be detailed in the project plan.

Task 7: Reporting and preparation of deliverables

Task 7.1: Reporting

Purpose

Following the successful completion of Task 6, the Contractor shall produce a final report which would be suitable for presentation at a Public Inquiry.

The Contractor shall also issue an additional pdf version for external use that has been redacted of all sensitive information. The Contractor should also provide a list of all redactions in the redacted version of the report.

Approach

The final report should cover all aspects of the update. The Consultant shall agree with the Environment Agency Project Manager about the exact contents of the report prior to the end of Task 4. It is not expected that the sections describing the conceptual model will be extensively rewritten, although amendments will be required to reflect the expected enhancement of the conceptual understanding when the combined model is completed.

This will be an Environment Agency report, written by the Consultant on our behalf, and therefore may require the incorporation of material or information external to this Task but needed by the Environment Agency. All such additional information will be provided by the Environment Agency. The report shall require a greater level of interchange between the Consultant and the Environment Agency, and as such the Consultant should anticipate at least three draft versions of the report. The title of the draft reports shall reflect the draft version number.

Following the approval by the Agency Project Manager that further drafts are not required, the Contractor shall issue within 15 days of approval a well-linked pdf version of the report, along with a second version that has been redacted of all sensitive information and is suitable for external circulation.

Outputs

As a minimum the report shall incorporate the following:

1. A brief description of the catchments of the East Midlands Yorkshire model area and the various issues for long-term management;
2. The purpose of the model update and the specific modelling objectives;
3. A summary of the model update. The work undertaken, assumptions and simplifications employed and their rationale. The limitations of the model must be clearly stated. There should be sufficient detail in associated appendices for the Environment Agency modelling staff to be able to repeat any model simulation run by the Consultant;
4. Implications for management from the main scenarios;
5. Detailed discussion of issues requiring further work to improve the conceptual understanding and model performance. This should include the benefits that could be achieved and any areas that might not have been prioritised for practical reasons during the development of the model.

It should be noted that the standards of reporting should be high, with the final report including:

- Well formatted tables and headings;
- Scales for maps and graphs;
- A glossary of agreed technical terms.

Unclear, imprecise or loose technical/scientific terminology will not be acceptable. The Consultant should note that narrative style in the past tense is not acceptable unless it is critical for explaining the hydrogeological understanding.

Task 7.2: Electronic deliverables

A large amount of electronic data will be collected and processed. It will be expected that the processed data sets will be handed over to the Environment Agency at the end of the project. The format of these processed data sets (in particular annotation in complex spreadsheets) will be agreed with the Task Review Team.

All electronic deliverables will be required for future work, specifically for pre and post-processing for regional groundwater modelling and CAMS. Consideration to the final formats will be agreed with the Task Review Team.

A single electronic deliverable that has been quality assured should be produced before the end of February 2022. The deliverable should have an extensive set of 'README' files detailing the exact content and purpose of every file. The Environment Agency will quality assure this deliverable. If this is found to be incomplete, or any files are corrupted, the Consultant will be required to reissue the entire electronic deliverable (or entire CD volume if it consists of more than one CD).

Electronic deliverables will be accepted in the following formats (should be compatible to Environment Agency computer systems):

- ArcView;

- Surfer;
- Excel;
- Formatted ASCII data files.

The following data will be required as a minimum:

- all surface water and groundwater abstraction and surface water discharge data;
- all compiled and quality assured groundwater hydrometric data;
- all compiled and quality assured surface water hydrometric data including spot gauging data;
- all groundwater level contour maps;
- all input and output for the calculation of potential and actual recharge, including any derived spatial distribution maps associated with input parameters for the calculation;
- all input and output of the water balance calculations;
- all pre-post processing 4R and MODFLOW data including utilities;
- all input and outfiles of 4R and MODFLOW including executive files;
- Recharge and Natural Summer Outflows (NSO, Q85) for each Groundwater Management Unit and Groundwater Body and total flows for each Surface Water Body;
- Geographical Information Systems (GIS) data sets of the Whole EMY model files;
- GIS tools to delineate the surface waterbody WFD flow compliance bands for the Recent actual and Fully Licensed standard scenario runs.

Three months from completion of the project (planned for March 2022) the Environment Agency will instruct the Consultant to delete all electronic files with this Task from its systems. Until this time, the Consultant should maintain an electronic archive of the work performed under this Task. The Consultant should not use any data associated with this Task for any other purpose unless requested by the Environment Agency.

Telecons/Webex should be arranged as necessary and allowances for this should be detailed in the project plan.

Task 8: Integration of the updated model to the EA's National Groundwater Modelling System (NGMS)

Purpose

The provision of the main scenarios of the final combined model (both runoff-recharge model and groundwater model) for installation onto EA computer systems will be the main electronic deliverable of Task 8. The model will be provided in forms compatible with existing EA software, these include:

1. NGMS Recharge configuration
2. NGMS MODFLOW Configuration

Approach

The degree to which the installation above will be done will depend on the amount that the standalone version of NGMS has been utilised during Task 4 and 6. In any event, the cost for transferring both the runoff-recharge model and groundwater model into NGMS should be costed under this task, regardless of whether this occurs during Task 6 or later. Currently there is no runoff-recharge model for Yorkshire, therefore the relevant files for input to NGMS will be created. The Consultant will be responsible to ensure that all the relevant files in the NGMS for the 4R and MODFLOW model are updated and fully functional.

The current NGMS configuration has incorrect locations for many surface water gauges and there are many inconsistencies. The new NGMS configuration should be user friendly and have no cosmetic errors. Abstractions in the model should include both abstraction name and licence number. Accretion profiles should be labelled so the cause of any significant changes in flow can be understood. The Consultant will be responsible to ensure the new updated NGMS configuration is error free and fully functional. EA staff will undertake internal checks to ensure the configuration is correct and that the same outputs are generated by the MODFLOW model and NGMS. If any errors are identified the Consultant will be required to fix them.

The transfer of the model will consist of:

1. Creating and updating all the existing spreadsheets, xml files (two copies of the files are required – one containing all the files, and another containing only the files that have been updated) and folders for input to NGMS;
2. Creation of the relevant spreadsheets, xml files and folders of runoff-recharge model for input to NGMS;
3. Providing a copy of the NGMS model which has been fully tested with outputs to prove it. This will then be uploaded to the NGMS test and production systems by EA staff for testing.
4. Writing of a model summary for NGMS website.

Outputs

A working and fully functional configuration of the recharge-runoff and groundwater model in NGMS that is accepted by the EA.

Telecons/Webex should be arranged as necessary and allowances for this should be detailed in the project plan.

Performance Measures

Performance will be monitored throughout the project, during the required meetings outlined in the scope. Progress will be monitored, and regular communication will ensure the project remains on track to the programme developed in the tender period. The Contractor is to provide a clear metric for performance measurement, which the Authority will be able to use to monitor quality and progress.

Contractor Key Personnel

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Schedule 2 – Pricing and Payment

The total contract price is **£80,924**, which includes the options described below. The Contract Supervisor shall decide which options will be utilised under this contract and has no obligation to utilise any of the options should they not be required.

Options

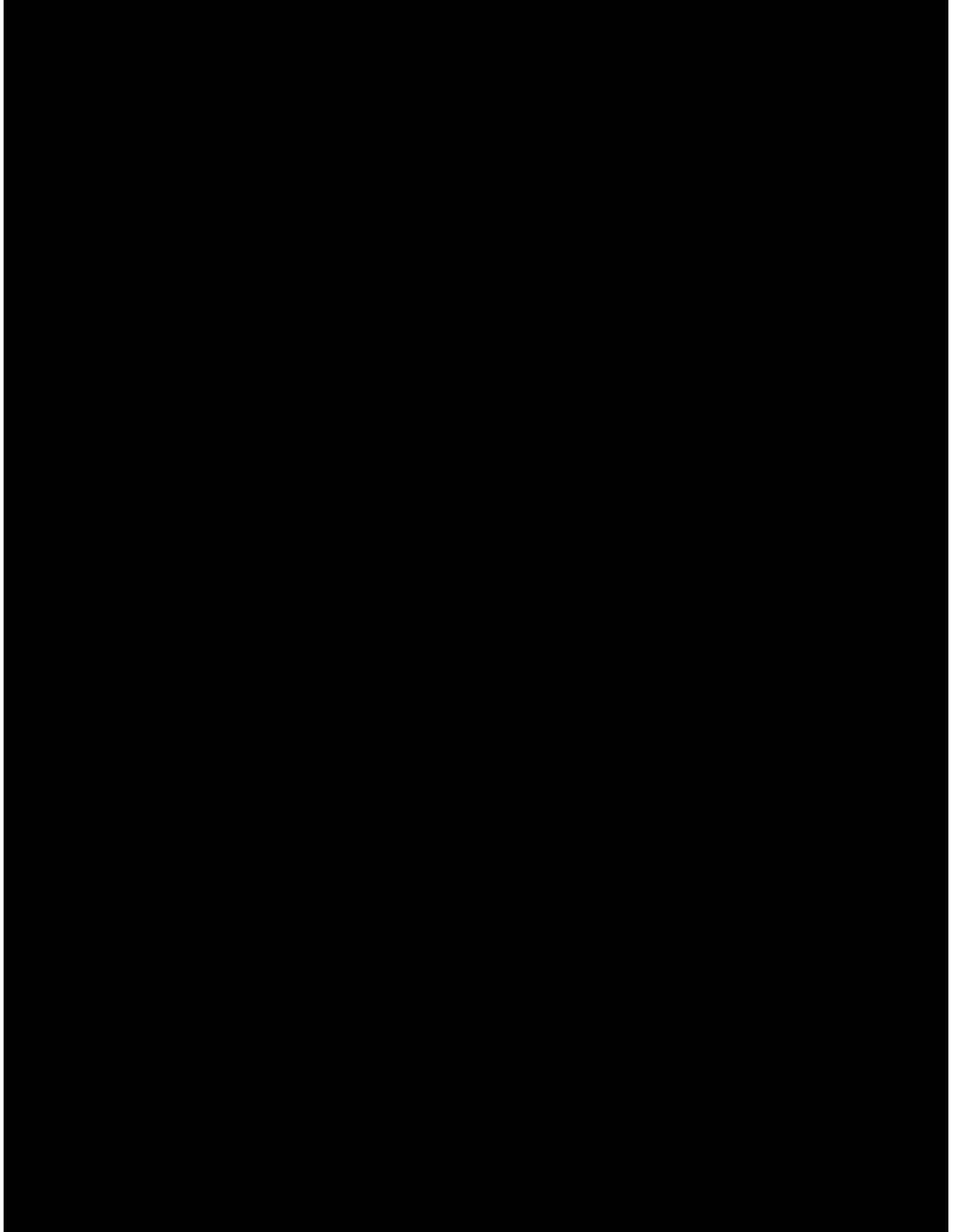
- [REDACTED]
- [REDACTED]

Pricing Schedule

All prices must be quoted in pounds sterling, exclusive of VAT. All prices are to remain fixed for the duration of the contract. Pricing schedule must be completed and returned in the following format.

We Groundwater Science in partnership with Stantec offer to supply under this contract, the services as described in the specification and throughout the tender document, in accordance with Environment Agency Terms and Conditions of Contract, for the following sums;

Resource and Pricing Schedule



Payment Schedule

The pricing strategy for this project is fixed price. The payment model is fixed price per milestone, which is linked to the tasks completed and as costed in the pricing schedule. The dates of the payment milestones have been established in the tender process and in accordance with the programme of works submitted by the Contractor.

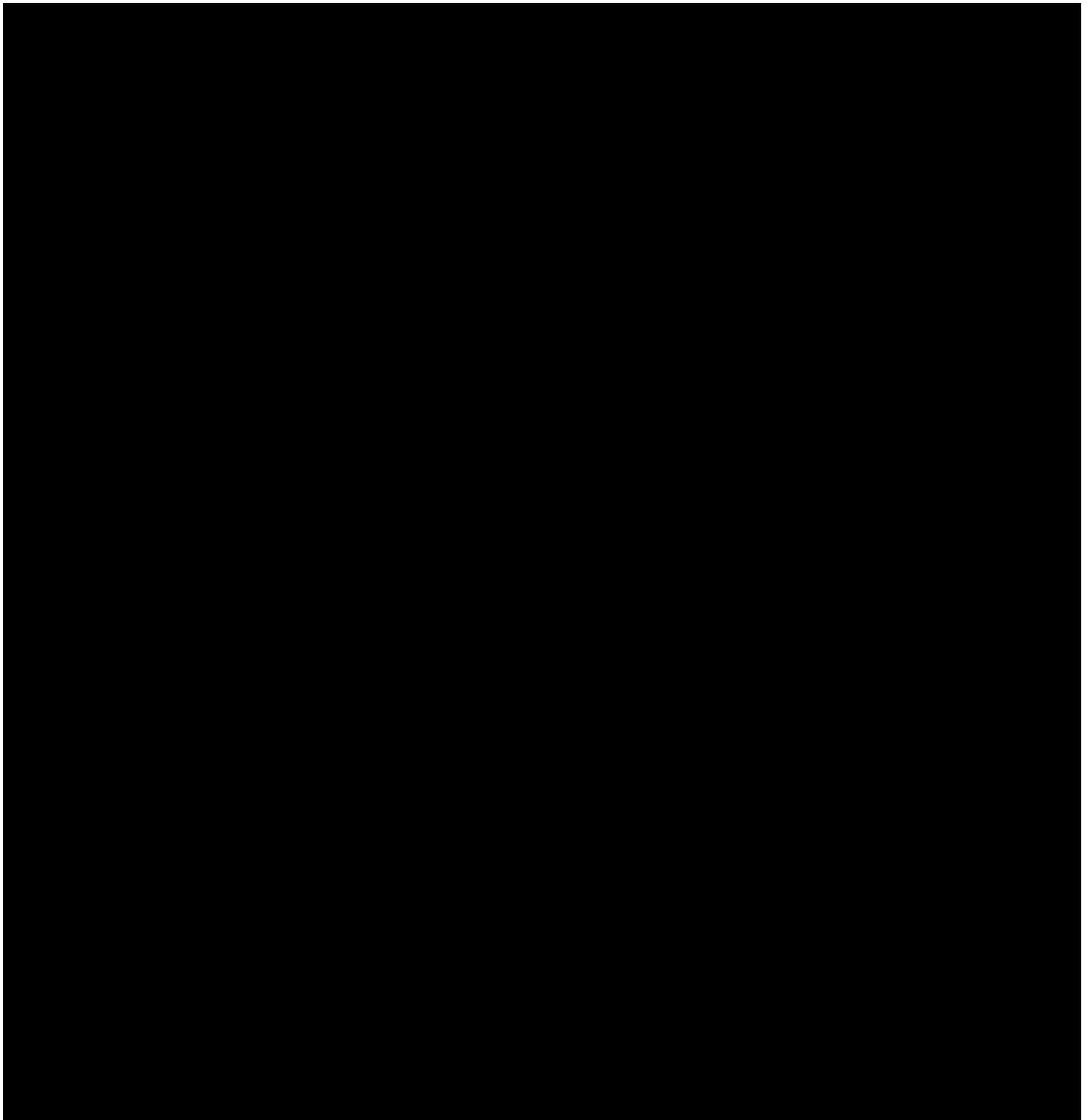
Payment Milestones

Payment will be made to the successful bidder on completion, delivery and acceptance of the tasks as detailed in the following table.

Summary of Tasks and Milestones				
Task	Summary	Due Date	Payment Milestone	Value
Task 1	Review Phase 1 conceptual model report, data gathering, analysis, compilation, and quality assurance for both recharge and groundwater model	31 March 2021	31 March 2021	[REDACTED]
Task 2	Time series update of all datasets for the proposed new EMY model domain	31 March 2021	31 March 2021	[REDACTED]
Task 3	Develop a unified 4R recharge model (extend the existing EMY 4R recharge model to include Yorkshire)	Before 31 March 2022	30/06/2021	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Task 4	Recalibration and refinement of the unified recharge and	Before 31 March 2022	29/10/2021	[REDACTED]

Summary of Tasks and Milestones				
	groundwater model			
Task 5	Model handover for quality assurance	Before 31 March 2022	19/11/2021	
Task 6	Predictive simulations and options appraisal	Before 31 March 2022	30/11/2021	
Task 7	Reporting and preparation of deliverables	Before 31 March 2022	18/02/2022	
Task 8	Integration of the updated model to the EA's National Groundwater Modelling System (NGMS)	Before 31 March 2022	11/03/2022	

Programme of Works



Schedule 3 – Change Control Note

Contract Change Note (“CCN”)

CCN Number	01
Contract Reference Number & Title	
Variation Title	
Number of Pages	

WHEREAS the Contractor and the Authority entered into a contract for the (title of contract) dated (date) (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. The Original Contract shall be amended as set out in this Change Control Notice:

Change Requestor / Originator	
Summary of Change	
Reason for Change	
Revised Contract Price	Original Contract Value
	Previous Contract Changes
	Contract Change Note
	New Contract Value
Revised Payment Schedule	No change to costing schedule.
Revised Specification	The specification will change from that drafted in the original contract to the text drafted in the summary section above.
Revised Contract Period	
Change in Contract Manager(s)	N/A no change to contract manager
Other Changes	N/A no other changes

2. Save as amended all other terms of the Original Contract shall remain effective.
3. This CCN takes effect from the date on which both Parties communicate acceptance of its terms via Bravo.

Authorised Authority Representative

Name:

Date:

Defra Commercial Officer
(FSOD Sign off up to £500k)

Name

Date.....

Authorised Contractor Representative.....

Name.....

Date.....

Schedule 4 – Data Protection

Definitions – the definitions in this Schedule and the Contract shall apply:

Annex 1: the Schedule of Processing, Personal Data and Data Subjects attached to this Data Protection Schedule.

Annex 2: Joint Controller Agreement (where required).

Party: a Party to this Contract.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: takes the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing. **Protective Measures:** appropriate technical and organisational measures which may include: the use of pseudonyms and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Annex 1 (Security).

Sub-processor: any third Party appointed to process Personal Data on behalf of the Processor related to this Contract.

1. DATA PROTECTION

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Contractor is the Processor unless otherwise specified in Annex 1. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.
- 1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- (a) process that Personal Data only in accordance with Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Contractor Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

- 1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.
- 1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.
- 1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Schedule such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.15 Where the Parties include two or more Joint Controllers as identified in Annex 1 in accordance with GDPR Article 26, those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Annex 2 in replacement of Clauses 1.1-1.14 for the Personal Data under Joint Control.

Annex 2 - Schedule of Processing, Personal Data and Data Subjects Processing, Personal Data and Data Subjects

This Schedule shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

1. The contact details of the Controller’s Data Protection Officer are:

[REDACTED]

2. The contact details of the Processor’s Data Protection Officer are: [REDACTED],

[REDACTED]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Annex 1.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Agency is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	<i>No Personal Data will be collected through the activities defined in this Contract.</i>
Duration of the processing	<i>No Personal Data will be collected through the activities defined in this Contract.</i>
Nature and purposes of the processing	<i>No Personal Data will be collected through the activities defined in this Contract.</i>
Type of Personal Data being Processed	<i>None</i>
Categories of Data Subject	<i>None</i>

Plan for return and destruction of the data once the processing is complete
UNLESS requirement under union or member state law to preserve that type of data

No Personal Data will be collected through the activities defined in this Contract.