

Our Ref: FRS19\_LT\_GW

Your Ref:

Date: 17/05/19

Dear All,

**Contract Ref: FRS19\_LT\_GW**

**Contract Title: Rapid evidence assessment and overview of groundwater flood risk management in England**

You are invited to quote for the above in accordance with the enclosed documents.

Instructions on what information we require you to provide is in Section 4 of the following Request for Quotation document.

Your response should be returned to the following email address by 16:00 on 28th June 2019.

[hayley.bowman@environment-agency.gov.uk](mailto:hayley.bowman@environment-agency.gov.uk)

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

If you have any queries, please do not hesitate to contact me.

Yours sincerely



Hayley Bowman

Local Flood Risk Research Theme Lead

E-mail: [hayley.bowman@environment-agency.gov.uk](mailto:hayley.bowman@environment-agency.gov.uk)

Telephone: 07919544551

Environment Agency, Oving Road, Chichester, West Sussex, PO20 2AG

**Request for Quotation**

**Ref: FRS19\_LT\_GW**

**Title: Rapid evidence assessment and overview of groundwater flood risk management in England**

**Section 1**

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our Website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

* Flood and Coastal Risk Management (design, construction and maintenance)
* ICT and Telecommunications
* Vehicles and Plant
* Environmental Consultancy and Monitoring
* Temporary Staff and Contractors
* Facilities Management, Energy and Utilities
* Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our procurement strategy may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/environment-agency/about/procurement#procurement-strategy>

**Government changes and collaboration**

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of Natural Resources Wales (NRW).Further information can be found here:

<http://naturalresources.wales/splash?orig=/>

Natural Resources Wales are joint partners of the Research Programme, along with Defra, Environment Agency and Welsh Government. Some research projects will therefore apply to England and Wales.

**Further information**

For further information and to see our commitments to Diversity and Equality, please visit our website.

<https://www.gov.uk/government/organisations/environment-agency/about/procurement>

https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity

Also, are you up to date on environmental legislation? See links below for further information.

Waste and Environmental Impact - <https://www.gov.uk/browse/business/waste-environment>

Environmental Regulations - <https://www.gov.uk/browse/business/waste-environment/environmental-regulations>’

**Section 2**

**The Customer**

**Summary**

This commission will support an existing research framework to deliver evidence, knowledge and guidance for surface water and groundwater flood risk management. The objective of this commission is to undertake a Rapid Evidence Assessment on the current practices for groundwater flood risk management in England. This will help drive research and future work where there may be gaps in knowledge, evidence and processes. The project is being managed and funded by the Joint Environment Agency/Defra Flood and Coastal Risk Management R&D Programme.

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a period of 8 months and to end no later than 31/03/19 where possible. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition. Any amendment to contract prices for the extensions are to be by negotiation.

The Environment Agency Conditions of Contract for Research (supplied separately) shall apply to this contract.

This contract shall be managed on behalf of the Agency by **Hayley Bowman (Senior Specialist – Research)** [**Hayley.bowman@environment-agency.gov.uk**](mailto:Hayley.bowman@environment-agency.gov.uk)

## Contact Details and Timeline

Hayley Bowman will be your contact for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that both the question and the response will be circulated to all tenderers.

Questions should be submitted by email to: Hayley.bowman@environment-agency.gov.uk

Key elements of the process have been reviewed. Anticipated dates for planned activities are below:

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Suppliers respond to Request for Quote | 16:00 28th June2019 |
| Request for Quote submissions evaluated / queries resolved | 12th July 2019 |
| Award of contract | 5th August, 2019 |
| Project/Contract end date | 31st March, 2019 (where possible) |

It should be noted that these timescales and activities may be subject to change.

**Section 3**

## Evaluation Criteria

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

* Price – 40%
* Quality – 60%

The following quality criteria are weighted in accordance with the importance and relevance attached to each one.

**Method – 60 including:**

* Proposed methodology
* Technical/operational appreciation
* Programme showing key milestone and project outputs
* Approach to engagement
* Risk and issue management

**Staff and experience – 40 including:**

* Team with relevant experience/knowledge of groundwater flood risk
* Your key personnel who will be directly involved with this contract including a senior project manager with authority to manage and commit resources to successfully deliver the outcomes in the scope/works
* Team structure has appropriately experienced and qualified staff to undertake the work, with sufficient supervision and review.

The criteria listed above will be assessed on a 0 to 10 basis and will reflect the following judgements:

|  |  |
| --- | --- |
| **Rating of Response**  **The tenderer provides a response which in the opinion of the evaluators is:** | **Score** |
| **Excellent:** Addresses all of the requirements and provides a response with relevant supporting information which does not contain any weaknesses, giving the Agency complete confidence that the requirements will be met. | 10 |
| **Very Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains very minor weaknesses, giving the Agency high confidence that the requirements will be met. | 8 |
| **Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains minor weaknesses, giving the Agency reasonable confidence that the requirements will be met. | 6 |
| **Satisfactory:** Substantially addresses the requirements and provides a response with relevant supporting information which may contain moderate weaknesses, but gives the Agency some confidence that the requirements will be met. | 4 |
| **Weak:** Partially addresses the requirements, or provides supporting information that is of limited relevance or contains significant weaknesses, and therefore gives the Agency low confidence that the requirements will be met. | 2 |
| **Nil:** No response or provides a response that gives the Agency no confidence that the requirements will be met. | 0 |

**Section 4**

**Information to be returned**

**Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.**

Please complete and return the following information:

* completed Pricing Schedule (Appendix A);
* completed Prior Rights Schedule (Appendix B);
* confirmation that terms and conditions are accepted (Appendix C). The Research Contract standard terms and conditions is provided separately. Please note that the terms cannot be amended later).
* details of the personnel you are proposing to carry out the service, including CV’s of your key personnel;
* your experience of carrying out similar contracts
* details of proposed methodology including approach to consultation
* Gantt chart of programme
* consideration of key project risks, issue, their mitigation, costs and ownership

**Section 5**

**Outcome Specification**

# Background to the requirement

Groundwater flooding is often difficult to predict, manage and prevent. In recent history it hasn’t happened frequently, but when it has (e.g. winter 2013/14) the impacts have been significant. Under climate change, wetter winters with prolonged rainfall may lead to increased groundwater flooding. We need an updated oversight of the current data, information and approaches used for groundwater flood risk management to inform future research and operational needs.

We suggest this is carried out through a Rapid Evidence Assessment (REA). These can provide a structured and rigorous search and quality assessment of the evidence and can be used to:

* gain an overview of the density and quality of evidence on a particular issue
* determine and summarise current approaches
* provide evidence on key topics support strategic and operational decisions
* identify evidence and process gaps to support further research

REAs provide a balanced assessment of what is already known about a policy or practice issue, by using systematic review methods to search and critically appraise existing research and approaches. They aim to be rigorous and explicit in method and thus systematic but make concessions to the breadth or depth of the process by limiting particular aspects of the systematic review process. The speed at which this is undertaken will depend on how quickly the evidence is needed, the available resource to carry out the REA and the extent to which reviewers are prepared to limit the systematic review process.

We need to identify evidence available on the topic of groundwater flood management, and provide a critical assessment of the evidence over a reasonable timescale.

The assessment needs to provide the Environment Agency and other Risk Management Authorities in England a coherent picture of current operations, data, information and approaches for groundwater flood risk management. The assessment needs to cover the following topics:

1. Governance of groundwater flood risk management in England
2. Recording groundwater flooding / access to historic records
3. Groundwater flood risk assessment (non-real time)
4. Groundwater flood forecasting and warning (real-time)
5. Groundwater flood mitigation (risk reduction and resilience)

The evidence gathered will need to come from published material, but also engagement with Risk Management Authorities to understand current approaches and practice on the ground.

The rapid evidence assessment will need to use the methodology developed by Defra/ NERC Joint Water Evidence Group (Collins et al., 2015) where possible. The evidence on current knowledge and approaches on the ground will be used to support implementation of the Flood and Coastal Erosion Risk Management Strategy for England, and help identify any future research gaps.

# Specific Objectives/Deliverables

This project aims to find and synthesise current knowledge and practice of groundwater flood risk management in England to provide a “current state of play” summary.

The project should follow the guidance presented in Collins et al. (2015) which outlines the governance required, how to define key questions and how to carry out, synthesise and communicate the evidence review findings.

A key part of an evidence review is to define primary and secondary questions. Whilst these should be considered and refined by the Project Steering Group, some initial thoughts on key questions to be answered are outlined below.

The primary objective for this project is to answer the question “What are the current approaches to groundwater flood risk management in England”?

Secondary Questions for each of the key topics:

1. Governance of groundwater flood risk management in England
   * Who has roles and responsibilities for groundwater flood risk management in England?
   * Have the current governance arrangements been appraised / reviewed?
2. Recording groundwater flooding / access to historic records
   * Do records of flooding get reported? (Where, when, how?)
   * Is there a consistent process for recording groundwater flooding?
3. Groundwater flood risk assessment (non-real time)
   * What national scale risk assessment information exists?
   * What local risk mapping techniques are used?
   * What are the current risk assessment (modelling and mapping) approaches (including methods, software, data inputs and outputs, model scenarios, validation, publication, limitations)?
   * Can we make an assessment of the number of properties susceptible to groundwater flooding for England now and under climate change?
4. Groundwater flood forecasting and warning (real-time)
   * What groundwater flood forecasting systems exist (national and local scales)?
   * What local processes exist for warning for groundwater flooding?
5. Groundwater flood mitigation (risk reduction and resilience)
   * Have groundwater flood risk management schemes been implemented (what, where, when)?
   * Is there guidance on developing and delivering groundwater flood schemes?
   * What practices are used for improving resilience (people and properties) to groundwater flooding?
   * What are the requirements for considering groundwater in spatial planning?
6. What are the key evidence gaps in the processes and evidence base for delivering groundwater flood risk management against statutory duties and the ambitions of the draft Flood and Coastal Risk Management Strategy 2019?

With this commission the *Consultant* shall:

* Develop an appropriate proforma in consultation with the Employer for undertaking the rapid evidence assessment
* Set up a Project Steering Group (PSG) in partnership with the Employer
* Design and run a meeting for the PSG to determine and agree the specific questions the REA is to answer
* Review all available evidence (local, regional and national) on groundwater flood risk management for England using a combination of desk-based and consultation methods
* Expect the work to be subject to peer review which will be organised separately by the Employer
* Report findings in a technical report and allow for one revision following review by the PSG and additional revision following peer review (see above)
* Lead PSG meetings during the contract (please assume that this will require two face to face meetings, and two teleconference calls of 2 hours), and provide the minutes and actions of these meetings
* Participate in monthly progress meeting for the duration of the contract (please assume this will require monthly teleconference calls of 1 hour). The Consultant to provide key minutes and actions of these meetings
* Participate in an initial project start up meeting (please assume this will be via teleconference for the duration of 2 hours)

### Products required and timescales

Products

The project shall produce the following products:

|  |  |  |  |
| --- | --- | --- | --- |
| **Product** | **Description** | **Responsible party** | **Timing** |
| **Project management resources** | | | |
| Agenda for start-up meeting |  | Environment Agency PM | 2 weeks before date of meeting |
| Agendas of future meetings |  | Consultant PM | 2 weeks before date of meeting |
| Record of minutes and actions of all meetings | Summary of key discussion points and feedback, record of actions with owners and due dates | Consultant PM | Within 1 week after the meeting |
| Progress update teleconference with EA PM | Short summary of progress, any issues | Consultant PM | Monthly for duration of project. |
| Monthly project briefings | Progress report  Financial update  Updated risks and issues log | Consultant PM | 15th of each month. |
| Project inception report / project plan | A detailed plan of tasks, dependencies, project steering group members and ways of working, milestones, reviews and deliverables. | Consultant PM | Supplied with the tender, discussed at the start-up meeting & amended following any points of concern within one month of the contract start. |
| Risk Register | Risk register to include list of risks, mitigating actions, owner and costs. | Consultant PM | Supplied with the tender, discussed at the start-up meeting & amended following any points of concern. Reviewed monthly. |
| Registers with ongoing updates:  Actions log, data register, IPR register | IPR register to include any relevant licenses. | Consultant PM | Develop ready for project start up meeting and update over lifetime of project |
| A stakeholder log and engagement plan including dissemination activity | To include list of organisations / consultees, method of engagement and timings. | Consultant PM | At project commission / reviewed at key milestones |
| **Project deliverables (to be issued as drafts and final versions)** | | | |
| A project report | A project report describing work completed, findings and recommendations. | Consultant PM | Near project completion |
| Evidence summary | A spreadsheet or database recording the evidence used | Consultant PM | Near project completion |
| Science summary | A 2 page plain English summary of the project | Consultant PM & EA PM | Near project completion |
| Project presentation | A powerpoint presentation summarising the project findings and outputs to be delivered and shared with the project team. | Consultant PM | Near project completion |
| Any other materials developed throughout the project |  | Consultant PM | Near project completion |
| All products should be produced using EA style guide and templates, be created using easy to use and accessible formats, and delivered with the intended audience in mind.  Draft reports may be subject to peer reviews. Please allow at least 2 weeks in the programme per draft deliverable for EA/Peer review, and time to rectify the products afterwards before submitting the final version. | | | |

### Skills of Personnel Required

* A sound understanding of groundwater flood risk and flood risk management in England
* Experience in delivering rapid evidence reviews
* Excellent communication skills (written and verbal)
* Ability to work collaboratively and share knowledge quickly and effectively

**Section 6**

**Contract Management**

This contract shall be managed on behalf of the Agency by **Hayley Bowman (**[**Hayley.Bowman@environment-agency.gov.uk**](mailto:Hayley.Bowman@environment-agency.gov.uk)**).**

All communications will be directed through the Environment Agency project manager. Fortnight planning/progress teleconference will be held. Progress and project finances will be reported on the 15th of every month.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

An invoice schedule will be developed and agreed linked to the project deliverable/milestones outlined above.

Before the invoice is issued, a fee note must be emailed in advance to the contract manager for approval. All invoices must quote the purchase order number in order to be processed. A file copy invoice must be provided to the contract manager, on request. The timescale for payment of invoices will be up to 30 days after we have received a valid invoice.

**Section 7**

**Sustainability Considerations**

We are committed to continually improving our sustainability performance. The Environment Agency has set itself tough objectives as a clear commitment and contribution to sustainable development throughout England. The Agency recognises that this can only be achieved through commitment from all sectors of society and it is intent on raising awareness amongst industry and commerce.

Contractors must adopt a sound proactive environmental approach, designed to minimise harm to the environment.

Environmental criteria should be considered as part of your tender submission with credit given for innovation. Factors to be considered could include areas such as:

* + - Paper use: All documents and reports prepared by consultants and contractors are produced wherever possible on recycled paper containing at least 100% post consumer waste and printed double sided.
    - Travel: use of public transport, reduce face to face meetings by using email and videoconferencing. Meetings to be held in locations to minimise travel and close to public transport links.
    - Packaging: should be kept to a minimum. Re-use and disposal issues must be considered.
    - Efficient Energy and Water Use.
    - Disposal of Waste: Whilst on site the contractor is responsible for the disposal of their own waste and can only use client facilities with express permission from the on site facilities officer.
    - Whilst on site, contractors should comply with the local environmental policy statement which will be made available to you in advance or on arrival.

**Diversity and Equal Opportunities**

We are committed to promoting equality and diversity in all we do and valuing the diversity of our workforce, customers and communities.  As a public body, we publish regular information about what our equality objectives are and how we’re meeting them.

<https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity>

**Health and Safety**

Contractors will be responsible for making sure all required health and safety aspects including risk assessments are undertaken and required management measures are in place to protect worker exposure. This includes management of all partners, consortium members and subcontractors.

**IEM2020:**

## Sustainability Objectives

As the Environment Agency, our overarching aim is to protect and improve the environment for people and wildlife. Over the last 10 years we have achieved significant reductions in our environmental impacts that occur through our everyday operations. This included a 40% reduction in our carbon emissions and a 37% reduction in the number of miles we travel. This year we have launched our new Internal Environmental Management strategy to take us through to 2020, building on these successes and widening our ambition.

**Supply chain**

Our 2020 approach will have a very strong emphasis on the indirect impacts of our supply chain.

Our supply chain accounts for over 70% of our total environmental impacts.

Working with our supply chain we want to be world class in the area of environmental management. The environmental impacts of our work and that delivered by and through our supply chain must be reduced; environmental risks must be effectively managed and opportunities for enhancements investigated.

As an organisation, our environmental management system (EMS) is accredited to ISO14001 and EMAS standards. Our procurement activities form part of this system; driving environmental performance improvements across the value chain.

## Section 8

### Additional Information

### Copyright and confidentiality

Unless otherwise indicated, the copyright in all of the documentation belongs to the Environment Agency, and the documentation is to be returned to us with your tender. The contents of the documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your quote. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the documentation for the purposes of the tender.

### Accuracy of documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact us at the address given in the covering letter. No liability will be accepted by the Environment Agency for any omission or errors in the documentation which could have been identified by you.

### Amendments to documentation

Prior to the date for return of tenders, we may clarify, amend or add to the documentation. A copy of each instruction will be issued to every Tenderer and shall form part of the documentation. No amendment shall be made to the documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

### Alternative Offers

Alternative offers may be considered if they constitute a fully priced alternative and are submitted in addition to a quotation complying with the requirements of the Invitation to Quote Documents. If, for any reason you wish to submit an alternative offer without a fully compliant tender please contact us in accordance with the details in the covering letter.

## Continuity of personnel

The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects to the Project Standard. It shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to ensure project delivery in the event of staff holidays, sickness or voluntary absence

The Environment Agency will be notified immediately of any changes to personnel associated with the project. The Contractor will ensure that every effort is made to replace outgoing staff with personnel of equal calibre and expertise. All new members of staff undertaking work for the Project will need to be agreed by the Environment Agency prior to commencement.

At all times, the Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced.

## Intellectual property rights

All results, including material and tools produced, developed or paid for under this contract shall be the property of the Environment Agency.

## References

The Environment Agency may request recent and relevant references prior to the award of the project.

**Contract award**

This Request for Quote is issued in good faith but we reserve the right not to award any or all of this work.

### DATA PROTECTION ACT ADDENDUM TO SPECIFICATION

## Protection of personal data

In order to comply with the General Data Protections Regulations 2018 the Contractor must agree to the following:

* You must only process the personal data in strict accordance with instructions from the Environment Agency.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

# APPENDIX A - PRICING SCHEDULE

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT

All costs must be quoted on this schedule. Any costs not detailed will not be paid.

**Staff Costs**

Please detail the day rates of your proposed personnel in the table below.

(Please also advise how many hours you constitute a working day)

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Title/Grade** | **Day Rate** | **No of Days** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total** |  | £ |  |

Please detail your task costs in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Cost Proposal (To be completed by Supplier)** | | | |
| **Tasks** | **Hourly Rate** | **No of Hours** | **Cost** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total Staff Costs | | |  |
| **Expenses (please detail type, i.e. travel etc)** | | |  |
| **Discounts applied (please detail)** | | |  |
| **Total Overall Cost** | | |  |

**Other costs**

Please state any other costs that will need to be taken into consideration.

|  |  |
| --- | --- |
| **DESCRIPTION** | **COST** £ |
| **1. Other costs (please detail)** |  |
| **2. Other costs (please detail)** |  |
| **3. Other costs (please detail)** |  |
| **TOTAL** |  |

**Discounts, rebates and reductions**

Please detail below any discounts, rebates and other reductions you are prepared to offer and the basis of those incentives

|  |  |
| --- | --- |
| **DESCRIPTION** | **AMOUNT**  £ |
|  |  |
|  |  |
|  |  |
| **TOTAL** |  |

**Total Overall Cost**

Please detail the total fixed cost for the project

|  |  |
| --- | --- |
| **ITEM** | **TOTAL AMOUNT**  £ |
| **Staff Costs** |  |
| **Other Costs** |  |
| **Discounts/reductions** |  |
| **TOTAL Overall Cost** |  |

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

1. Travel by rail: standard class should be used at all times
2. Travel by car: 45 pence/mile

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

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

Hotel charges must not exceed a maximum limit per night bed and breakfast (VAT included) of: £140 in London; £100 in Bristol; £90 in Warrington; £85 in Reading; £75 in Aberdeen, Birmingham, Belfast, Cardiff, Coventry, Edinburgh, Glasgow, Harlow, Leeds, Manchester, Middlesbrough, Newcastle, Oxford, Portsmouth, Sheffield and York; and £70 in all other destinations. Please note that these hotel ceiling rates are subject to change throughout the life of the contract.

Expenditure on dinner during an overnight stay must not exceed a maximum limit of £25, including a drink.

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

**APPENDIX B - PRIOR RIGHTS SCHEDULE**

Details of Prior Rights held by the Parties (to be updated as Rights are introduced during the period of the Contract). Prior Rights owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the Project for the purposes of fulfilling its obligations under the Contract:

Held by the Environment Agency

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

Held by the Contractor

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

**Explanation of Contractor's Prior Rights**

All Intellectual Property Rights owned by or lawfully used by the Contractor, whether under licence or otherwise before the date of this Contract. It can also mean any invention and know how or other intellectual property (whether or not patentable) owned by one of the parties prior to the commencement of the Project, or devised or discovered by one of them only in the course of other projects during the Project period and not arising directly from the Project.

**APPENDIX C – ACCEPTANCE OF TERMS AND CONDITIONS**

I/We accept in full the terms and conditions named in Section 2 and appended to this Request for Quote document.

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_