



Department
for Environment
Food & Rural Affairs

Department for Environment, Food
and Rural Affairs (Defra)
2 Marsham Street
London
SW1P 4DF

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

[REDACTED]
WSP Environment & Infrastructure Solutions UK Ltd
WSP House, 70 Chancery Lane
London
Greater London
WC2A 1AF
UNITED KINGDOM

Your ref: 10591

Our ref: ECM no: 66126

Date: 27 October 2022

[REDACTED]

[REDACTED],

Award of contract for UK REACH – Establishing and refining the information requirements for transitional registration proposals and assessing the feasibility and impacts

Following your proposal for the supply of services to carry out research for **Establishing and refining the information requirements for transitional registration proposals and assessing the feasibility and impacts** to The Department for Environment, Food and Rural Affairs (Defra), we are pleased to award this contract to you.

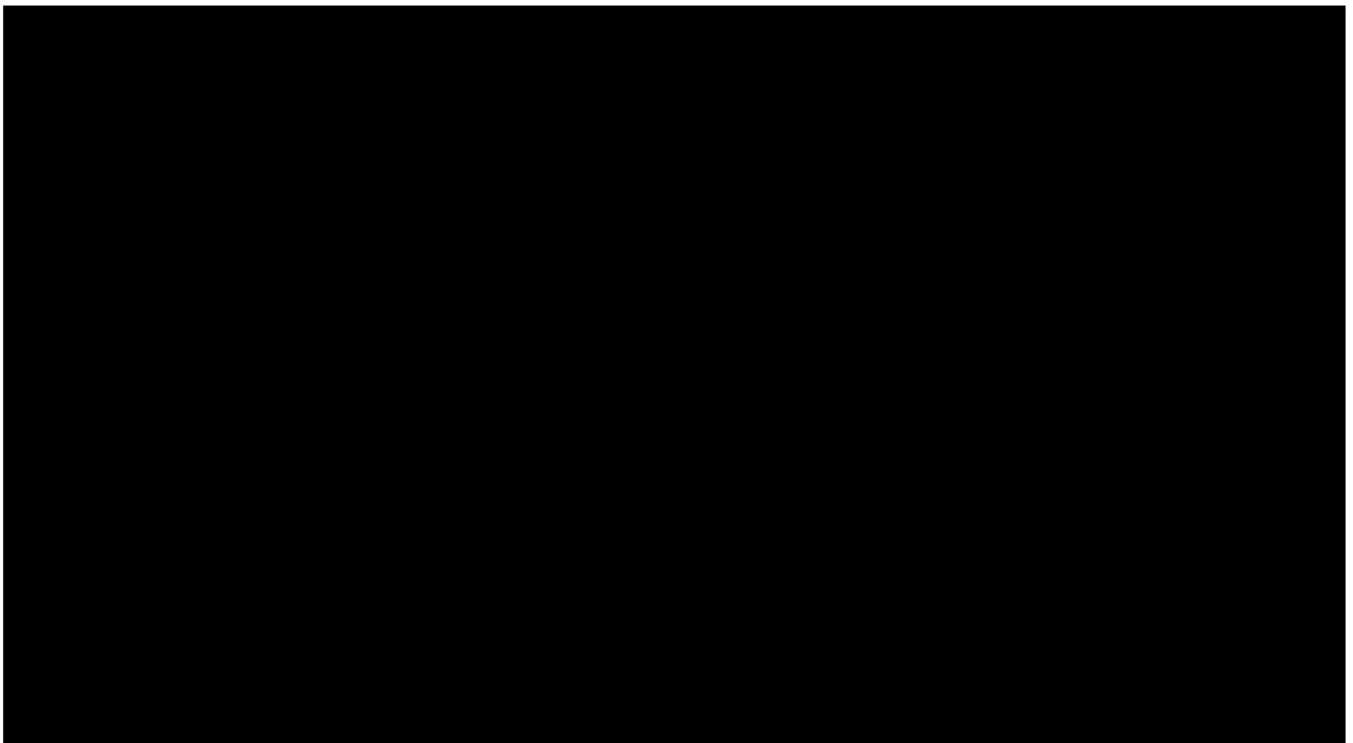
This will start with an inception meeting on 12th October 2022.

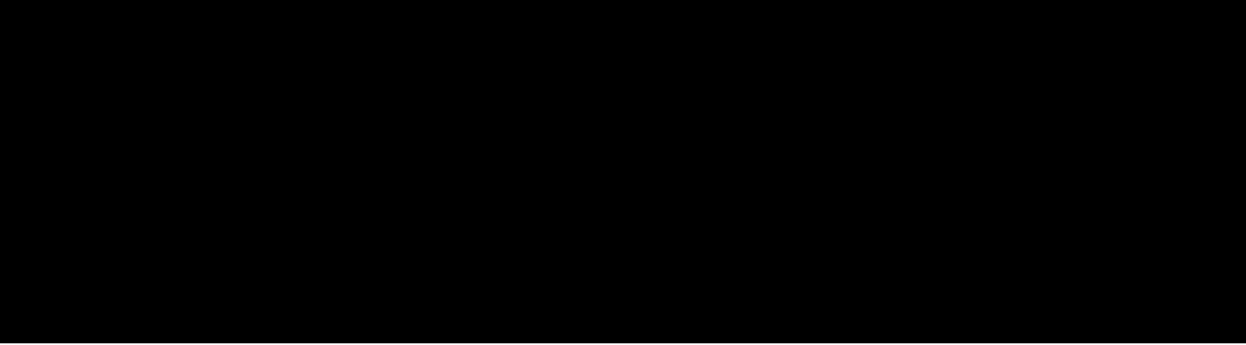
This letter (Award Letter) and its Annexes set out the terms of the contract between The Department for Environment, Food and Rural Affairs (Defra) as the Authority and WSP Environment & Infrastructure Solutions UK Ltd as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award

Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. The Services shall be performed at WSP Environment & Infrastructure Solutions UK Ltd, the Supplier's premises at WSP House, 70 Chancery Lane, London, Greater London, WC2A 1AF, United Kingdom.
2. The charges for the Services shall be as set out in Annex 2.
3. The specification of the Services to be supplied is as set out in Annex 3 / the Supplier's tender dated 20 September 2022.
4. The Term shall commence on **10th October 2022** and the Expiry Date shall be **19th May 2023** unless extended or subject to early termination.
5. The address for notices of the Parties are:





For the purposes of the Agreement the Staff Vetting Procedures/data security requirements/equality and diversity policy/ and environmental policy is (corporate information page)

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/about>

The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to Accounts-Payable.def@gov.sscl.com. Please also copy to [REDACTED] Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to ssd.ap@defra.gsi.gov.uk (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ between 09:00-17:00 Monday to Friday.

Liaison

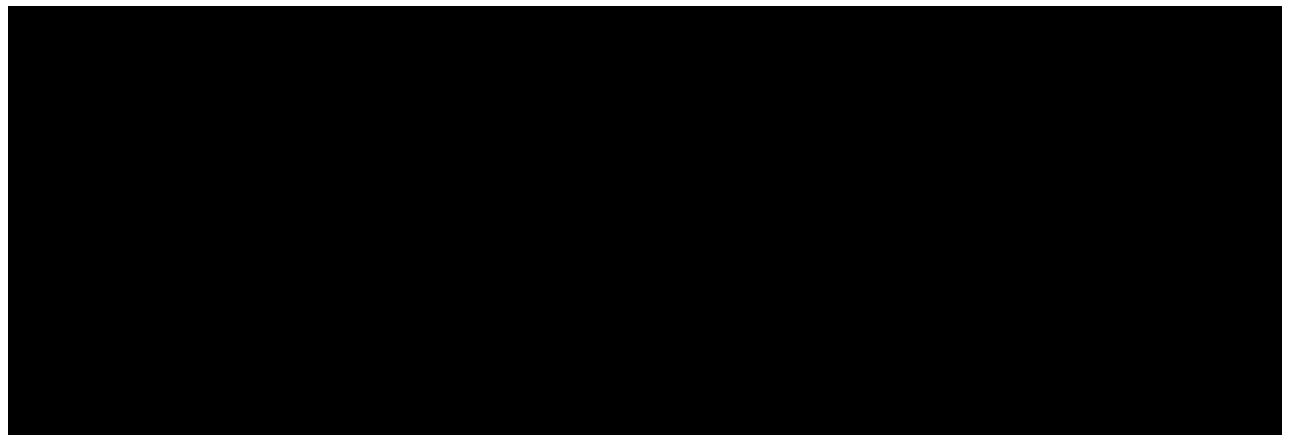
For general liaison your contact will continue to be [REDACTED] [REDACTED] by email [REDACTED]

[REDACTED] The Authority thanks you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of the International Institute for Environment and Development and within 7 days from date of contract issue.

Yours faithfully,

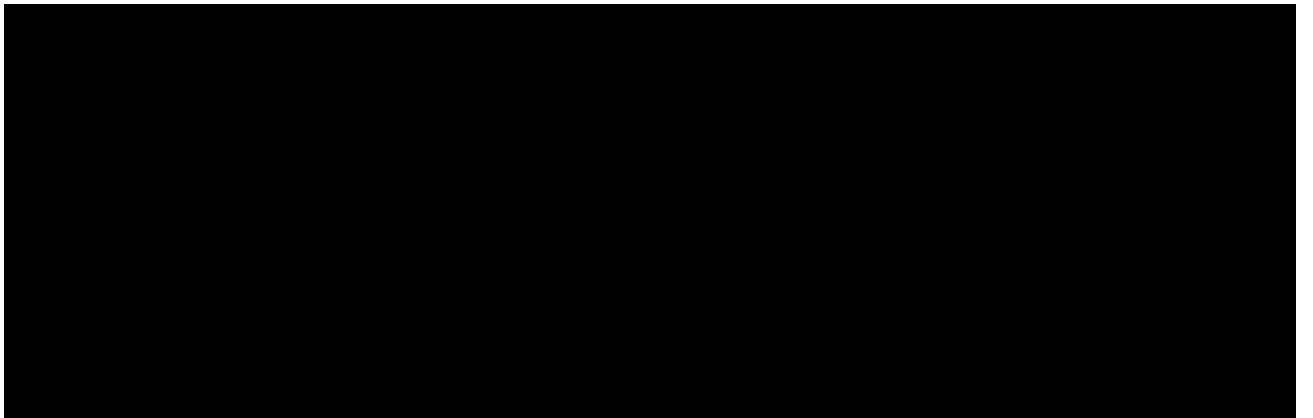
Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's e-Sourcing System.

Signed for and on behalf of DEFRA



We accept the terms set out in this Award letter and the annexed Conditions

Signed for and on behalf of WSP Environment & Infrastructure
Solutions UK Ltd





Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form - Services

UK REACH - Establishing and refining the information requirements for transitional registration proposals and assessing the feasibility and impacts

Ecm Number 66126

Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 2018
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key	means any persons specified as such in the Award Letter or otherwise

Personnel	notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

1.2.1 references to numbered clauses are references to the relevant clause in these

terms and conditions;

- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;

- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
- 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall

vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Supplier hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

(b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

10.1 The Supplier shall:

10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and

10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
 - 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
 - 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 11.2.2 to its auditors or for the purposes of regulatory requirements;
 - 11.2.3 on a confidential basis, to its professional advisers;
 - 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
 - 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.
- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may

consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or

destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3 and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;

16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;

16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;

16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or

16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.

16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.

16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.

16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either

expressly or by implication has effect after termination.

16.6 Upon termination or expiry of the Agreement, the Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
- 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

17.2 The Supplier shall:

- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
- 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
- 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.

17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- 17.5.1 the Official Secrets Acts 1911 to 1989; and
- 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier 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 Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

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

18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits

fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall

have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

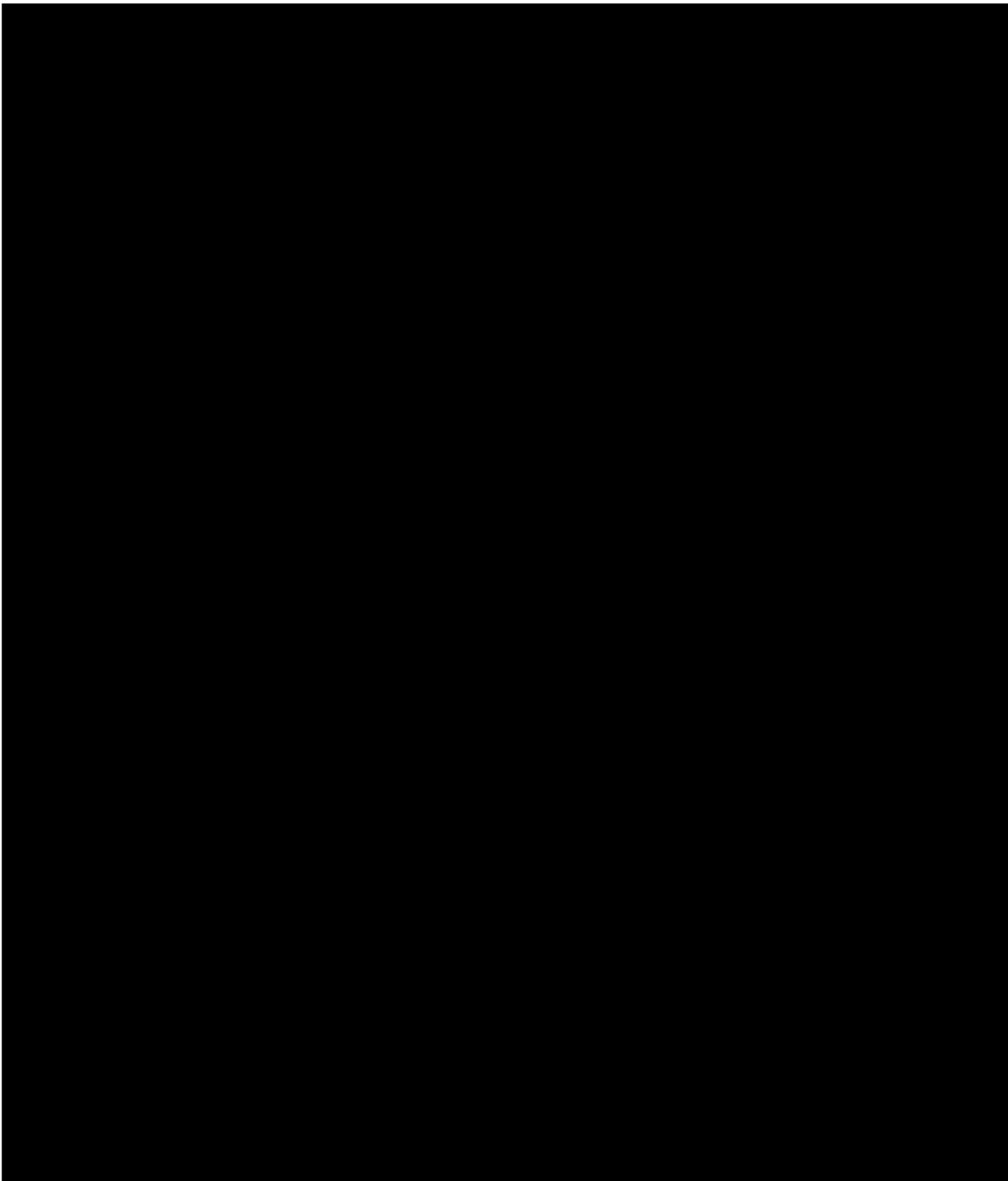
- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2 - Charges

1. The Authority shall pay to the Contractor no more than the fixed sum identified in Table 1 below: **GBP £94,674.00 as the Price.**
2. Subject to any Variation agreed in accordance with the terms of this Contract as set out in Clause 3.3, the amounts in Table 1 shall remain firm throughout the duration of the Contract.
3. In the event that the Contract is varied, the amounts in Table 1 below may be adjusted as agreed in writing, between the Authority and the Contractor and added as an addendum to the Contract
4. The payment arrangements shall be as follows:
 - 4.1. Upon completion, to the satisfaction of the Authority, of the Services described in the Specification for each of the milestones set out in Table 3 below and upon delivery, to the satisfaction of the Authority, to the Authority of the corresponding milestone deliverables ; the Contractor shall submit an invoice to the Authority for the amounts set out in Table 1 in respect of each such milestone;
 - 4.2. Any and all such invoices shall comply with the requirements in Annex 1 (clauses 5.1 – 5.9) of the Contract and the Contractor shall provide all further reasonable information and/or evidence of completion as the Authority shall reasonably require to demonstrate the satisfactory completion of the agreed milestones (clause 4.1);
 - 4.3. The Authority shall pay all Valid Invoices in accordance with the payment terms in Annex 1 (clauses 5.1 – 5.9) of the Contract to the bank account nominated by the Contractor in the invoice.



Annex 3 – Specification

Aim

The aim of the project is to build on the work done by Defra, HSE, and EA outlined above by refining the information requirements of the UK REACH ATR Model and testing its viability and impacts.

This will allow us to make evidence-based judgements on the impacts and practicability of the UK REACH ATR Model, in comparison to the current approach, in order to achieve the right balance of reducing industry costs whilst maintaining the core principles of REACH.

Background

On 1 January 2021, the UK Government put in place a domestic chemicals' regulatory regime, which included UK REACH.

UK REACH retains both the fundamental approach and key principles of the EU REACH regulation, with its aims of ensuring a high level of protection of human health and the environment. These principles include the “no data, no market” principle, the “last resort” principle on animal testing, access to information for workers, and the precautionary principle.

While UK REACH retains the EU REACH regulation within UK law (as amended), the two systems are not directly linked. This means that there are new processes that exporters and importers must comply with, and businesses need to take steps to ensure regulatory requirements are fulfilled for both regimes to maintain continuity of supply chains.

One of the most significant issues for GB businesses in transitioning to UK REACH is the potential cost of accessing the full hazard information needed to support a UK REACH registration, in respect of substances that were previously registered under EU REACH. This requires registrants to be in “legitimate possession or have permission to refer to” hazard data such as testing on vertebrate animals, to satisfy the information requirements of REACH and to prevent repeat animal testing. Gaining permission to use this hazard data comes at a cost, as registrants must negotiate and pay for access (usually via a letter of access). Currently, the UK REACH system would be asking for repetition of this exercise, which is cited by industry as the key compliance cost for UK REACH.

Therefore, on 6th December 2021, the Defra Secretary of State set out the Government's intention to engage with stakeholders to explore a new UK REACH transitional registration model (the UK REACH ATR Model). The objectives of the UK REACH ATR Model are to:

- **Reduce the need for transitional registrants to replicate EU REACH data packages to evidence that they understand the hazards associated with a substance.** Substance Groups would instead agree a hazard profile and narrative summary for a substance, focussing on the key elements of hazard information and based on publicly available data (unless access to other data was held within the substance group).
- **Improve the understanding of the uses and exposures of chemicals in a GB context.** Within substance groups, UK REACH registrants would consider the potential

for human and environmental exposure to the registered substance to identify common elements (such as recommended risk management measures to users) which they can work together on. Additionally, each UK REACH registrant will be expected to provide better and more GB-specific information on uses and exposures related to them.

The UK REACH ATR Model has the potential to provide clearer evidence than the current approach on whether each company is managing chemicals safely, supporting more targeted regulatory actions (for example, identifying priority chemicals for further interventions), whilst also reducing burdens on businesses.

Although there are interdependencies between hazard and use/exposure information, at this stage of policy development, we are considering them separately. This is because hazard information would be provided at a substance group level, whereas use and exposure information would be primarily company specific.

Development of UK REACH ATR Model

Hazard Information

HSE and the EA have analysed the current UK REACH registration requirements for the reporting of hazard information (i.e., robust study summaries), to determine the level of hazard assessment required under the UK REACH ATR Model.

Based on this analysis, HSE and the EA have produced “mock-ups” of available information and narrative summaries. The “mock-ups” show the potential hazard information submission for actual substances, required to meet regulatory need, under the UK REACH ATR Model. They also direct to some of the potential sources of hazard information, including whether they are publicly available (e.g., from published scientific papers, reports, chemical programmes, or reviews by other regulatory authorities).

Discussions between government and industry will take place from July 2022 to develop further “mock-ups” and to discuss the deliverability of the proposed hazard requirements at a technical and operational level. These discussions are targeted at individuals with significant experience of satisfying the hazard information requirements of an EU REACH registration.

Use and Exposure Information

Our analysis of existing EU REACH registrations shows that it is common to see incomplete use and exposure information in IUCLID dossiers and Chemical Safety Reports, or information that is not provided in sufficient detail for regulatory purposes.

Similar issues have been identified in EU REACH, where the recent CARACAL / RPA consultation document (CA/12/2022)¹ notes that “shortcomings in the current available use and exposure data generated through REACH registration have been identified” which could have an impact on several processes under EU REACH.

¹ [Circabc \(europa.eu\)](https://ec.europa.eu/eurobarometer/surveys/trends/policies/circabc/europa.eu)

We need to work with external stakeholders to understand more about these current issues in order to determine an improved GB specific use and exposure data set.

Initial design of the ATR Model

Defra, HSE and the EA aim to develop an initial design for the UK REACH ATR Model by 30th September 2022.

This initial design will include proposed requirements for hazard information (including necessary endpoints and level of hazard assessment) and use and exposure information (including scope and detail of information) under the UK REACH ATR Model.

The technical information provided at registration will be subject to completeness and targeted compliance checks.

Legislation will be necessary to give effect to the UK REACH ATR Model so the initial design must be capable of being interpreted and described in legislative terms.

Objectives

1. To work with industry practitioners to establish and refine the information requirements for registration dossiers and test their feasibility by producing “mock-up” UK REACH registration dossiers for specific substances (to be agreed with a Project Steering Group) to demonstrate how the model would be applied at a substance/company level on a practical basis.
2. To use semi structured interviews to assess the feasibility of collecting the information and the impact of these requirements on a broad range of businesses, covering different types of transitional registrants / companies / sectors with varying levels of knowledge and expertise of EU REACH registration, including the impacts to individual companies and any challenges or benefits that could arise and possible mitigations / workarounds.
3. To identify the costs and benefits of the proposal for industry and wider society, in general and compared to the current UK REACH model, where possible disaggregating by company type.
4. To identify the legislative and guidance implications of the new information requirements.
5. To identify possible revisions and improvements that could be made to the ATR model to enhance its benefits and reduce costs.

Scope of the problem

The UK REACH ATR Model will only apply to transitional registrations (i.e., substances introduced to the UK market via EU REACH, before UK REACH came into effect). New / novel substance registrations will still require standard hazard data packages as per the current approach and are, therefore, beyond the scope of this piece of work.

There may be some specific circumstances where it might be necessary for the UK Agency to obtain standard hazard data packages, or elements of it, from transitional registrants. This might be the case, for example, if regulators wanted to assess in more detail or clarify potential adverse effects of specific substances or groups of substances and their impacts

on hazard and risk assessment. Consideration of this is outside the scope of this specification of requirements.

Project Management and Ways of Working

The Contractor will work in close partnership with a Project Steering Group to ensure visibility of emerging findings, which will inform ongoing policy development. The Project Steering Group will advise on and review the work on an ongoing basis to ensure it is meeting the project objectives.

The Project Steering Group will meet every two to three weeks, dependent on project stage and milestone, and will include policy, analytical and operational professionals from government (including Welsh and Scottish Government officials). The Contractor will be expected to do any necessary preparation for the steering group meetings and produce a brief note following the meeting of the main points raised/discussed. Project Steering Group Meetings will be held virtually.

It is expected that tenderers appoint a specific Project Manager to be the main point of contact with the Authority Project Officer. The Authority anticipate weekly 30-minute project management calls between the Project Manager and the Authority Project Officer. The Contractor will provide a brief note in bullet form summarising the main discussion points.

Methodology

A suggested methodology is set out below. We welcome alternative approaches from tenderers if they meet the research aims and objectives of the project.

The exact methodology will be finalised at the end of Work Package 1, once the Contractor is more familiar with the project and following discussions between the Contractor and the Project Steering Group. This will consider timeframes and the resources the Contractor has allocated to the project.

During the project, the Authority will provide the Contractor with:

- Access to relevant contacts across Defra, HSE and the EA, including policy, analysis, and operational professionals. This will include access to toxicologists and occupational hygienists, and those in HSE/EA who are most familiar with IUCLID and registration to date in UK REACH.
- Access to a range of industry practitioners.
- Relevant information/data held within the UK REACH Service.
- A list of working assumptions that underpin the UK REACH ATR Model.
- Hazard section endpoints document - extracted from *Practical guide 3: how to report robust study summaries (version 2.0 – November 2012)*. This is colour coded to show HSE and EA's guide on the types of information, within the endpoints, that would be expected as the baseline, information that will be required under certain conditions and information that can be provided if the registrant has access to it.
- Example annotated hazard 'mock-up' registration dossiers.

- An initial assessment of the barriers that could prevent UK REACH registration dossiers being completed with use and exposure information that is of adequate scope and level of detail, based on some feedback from industry.
- High-level parameters for what we would like to see in a revised use and exposure dataset (and rationale for the requirements).
- Explanation of how the regulator / UK Agency will use the new and improved use and exposure information.

Work Package 1: Period of familiarisation and planning

The Contractor will attend an introductory one-day in-person meeting with the Project Steering Group to discuss the initial design of the UK REACH ATR Model and to discuss and agree specific policy/research questions we would like to be covered during the project. This meeting will be organised and facilitated by the Authority and internal documents and papers will be provided to the Contractor in advance for review.

Following the meeting, the Contractor is expected to provide a brief report to include:

- A final project plan, including milestones and required engagement with HSE and the EA.
- A final methodology to include:
 - a draft list of substances to test in Work Package 2
 - a draft list of target interviewees for Work Package 3

The report will be presented back to the Project Steering Group for agreement.

Work Package 2: Scoping and testing feasibility of information requirements

Hazard information

The Contractor will develop 5-8 “mock-up” UK REACH hazard registration dossiers alongside industry practitioners. The Authority will be responsible for recruiting industry volunteers for this work, although the Contractor will also be able to use their own contacts. The exact number of “mock-ups” will be decided at the end of Work Package 1. This will consider the project timeframes and the Contractor’s resources.

These “mock-up” dossiers will be used to assess the feasibility of the UK REACH ATR Model by testing the hazard information requirements against specific substances. Defra would expect the Contractor to challenge and test issues around feasibility and cost that are raised. Defra are currently working with industry practitioners on some example “mock-ups” that will be provided to the Contractor upon initiation of the project. The Contractor will be free to use these as templates / starting points.

As a minimum this work will include:

- Analysis of the information available on each substance including the sources (e.g., published scientific papers, reviews by other regulatory authorities etc.)
- Producing a mock-up of the information – colour rated according to the hazard information RAG guide (which will be provided by the Authority).

- Using this information to produce a narrative profile of each substance with a conclusion on its hazard classification and relevant points of departure for risk assessment, using (but definitely not limited to) the human health and environment examples provided by HSE and EA respectively

Defra will work with the Contractor and industry practitioners to determine the final list of substances, but the Authority could expect certain categories to be covered including (non-exhaustive list which is mixed between challenge at tonnage and challenge due to substance type):

- Unknown or variable composition, complex reaction products or of biological materials (UVCBs)
- Inorganic and organic substances
- Low tonnage import (to highlight challenges of Downstream Users)
- Other tonnage band imports
- Data-poor/read-across substance and data rich-substances
- Metallurgical substances where the complexity of their chemistry meant existing dossiers often contain extremely large amounts of hazard end point data.
- To include toxic (classified) substances and substances of low toxicity (not classified for physio-chemical, human health or environmental endpoints).

Use and exposure information

Using parameters provided by the Authority, the Contractor will determine a use and exposure data set which is relevant to the GB context and useful to regulators, in cooperation with industry practitioners. This will involve:

Scoping

- Assessing what adequate use and exposure information looks like in relation to the existing legal requirements, and any current deficiencies.
- Assessing the barriers that could prevent UK REACH registration dossiers being completed with use and exposure information that is of adequate scope and level of detail, including supply-chain communication and data sharing.
- Assessing the actions that could be taken to overcome these barriers (e.g., legislative, technical, guidance).

Proposing a use and exposure data set and development of “mock-ups”

- Assessing the options for how information on uses throughout/down supply chain(s) and critical exposure information (on Human Health and Environment) could be improved in a GB context, and what a realistic data set could look like, based on Annex VI of UK REACH as a starting point.
- Assessing the changes that would be required to a GB specific IUCLID working context.
- Developing 5-8 “mock-up” technical IUCLID dossiers based on the proposed use and exposure data set.

As with hazard, the exact number of “mock-ups” will be decided at the end of Work Package 1.

We will work with the Contractor and industry practitioners to determine the final list of substances for the “mock-ups”, but we could expect certain categories to be covered:

- High hazard chemical
- Low hazard chemical
- Human health concern
- Environmental concern
- Reduced data implications (e.g., intermediates)

We would also be interested in the Contractor’s view of compliance checking of hazard and use/exposure information (in terms of key elements and reasonable minimum expectations).

The outputs for this work package will be:

- 5-8 annotated hazard “mock-up” registration dossiers.
- Proposed use and exposure data set
- 5-8 annotated “mock-up” use and exposure technical IUCLID dossiers
- Brief report (5-10 pages) with emerging findings and presentation to Project Steering Group.
- Agreed interview questions / script for Work Package 3.

Work Package 3: Conduct semi-structured interviews to test the feasibility and impacts of requirements on businesses

The purpose of this work package is to assess how the model would be applied on a practical basis for specific substances by those who are experienced in preparing EU REACH registrations. The package will focus on the practicalities and impacts of the model on a broader range of businesses with varying levels of knowledge and expertise. Semi-structured interviews with businesses in different sectors of the market are likely to be the most appropriate research method for this and we suggest about 25-30 interviews in total.

This is not just about collating information from industry; the information and evidence from the interviews should be critically assessed by the Contractor.

The work package will begin with a webinar aimed at interviewees to provide background information and to explain the work done under work package 2 which will inform the interviews. The Contractor will be responsible for designing and facilitating this webinar. The Authority will provide administrative and organisation support.

Although the registration requirements will be the same regardless of the background of the registrant, the Contractor should ensure a breadth of interviewees to ensure there is coverage of a variety of companies based on:

- Type of transitional registration status (i.e., Grandfathered, Downstream User, Only Representative).
- Industry sector.
- Company size.

The Contractor will be responsible for interview recruitment, but the Authority Project Officer will assist as required (for example, through helping identify and making initial contact with potential interviewees). The Contractor will be responsible for scheduling the interviews.

As the interviews progress, the Contractor will be expected to provide the Project Steering Group with emerging findings.

The output of this work package will be a brief report (5-10 pages) of the analysis of the interviews, including drawing out any differences between the types of companies interviewed.

Work Package 4: Analysis

Using findings and evidence from Work Packages 2 and 3, and drawing on their experience and expertise, the Contractor will analyse the aggregate impacts and legislative/guidance implications of the UK REACH ATR Model.

a) Aggregate assessment of impacts

The Contractor will make an aggregate assessment of the impacts of the ATR model. This assessment will draw upon the following sources:

- findings of the semi-structured interviews
- market data
- the Contractor's experience and market knowledge
- extracts of UK REACH Service data.

The key challenge here is to interrogate, challenge and synthesise these data sources to build an assessment of the overall regulatory picture. This should take into account the interactions along supply chains, using plausible assumptions where necessary. This task should be undertaken in a manner proportionate to the scale of any proposed legislative changes to UK REACH. We welcome suggestions on how best to do this and will finalise the approach once the project has started. We recognise this is a challenging task. Progress towards addressing it would be welcomed, even if the contractor is unable to comprehensively complete it.

b) Assessment of any changes that would be required to the UK REACH Regulation

The Contractor will assess relevant articles and annexes and provide an annotated version of the UK REACH Regulation showing what changes will be needed based on the revised hazard and use/exposure information requirements.

c) Assessment of guidance requirements

The Contractor will provide a high-level view, based on expertise and stakeholder feedback, on what new or revised guidance would be required to help businesses adapt and comply with the new requirements. We are not looking for the Contractor to draft guidance here – we are looking for an early sense of what some of the key guidance requirements might be.

The output of this work package will be a report on the three areas set out above.

Work Package 5: Final Report and Presentation

A report of publishable standard covering the overall findings, conclusions, and recommendations should be provided. The length and structure will be agreed with the Authority Project Officer.

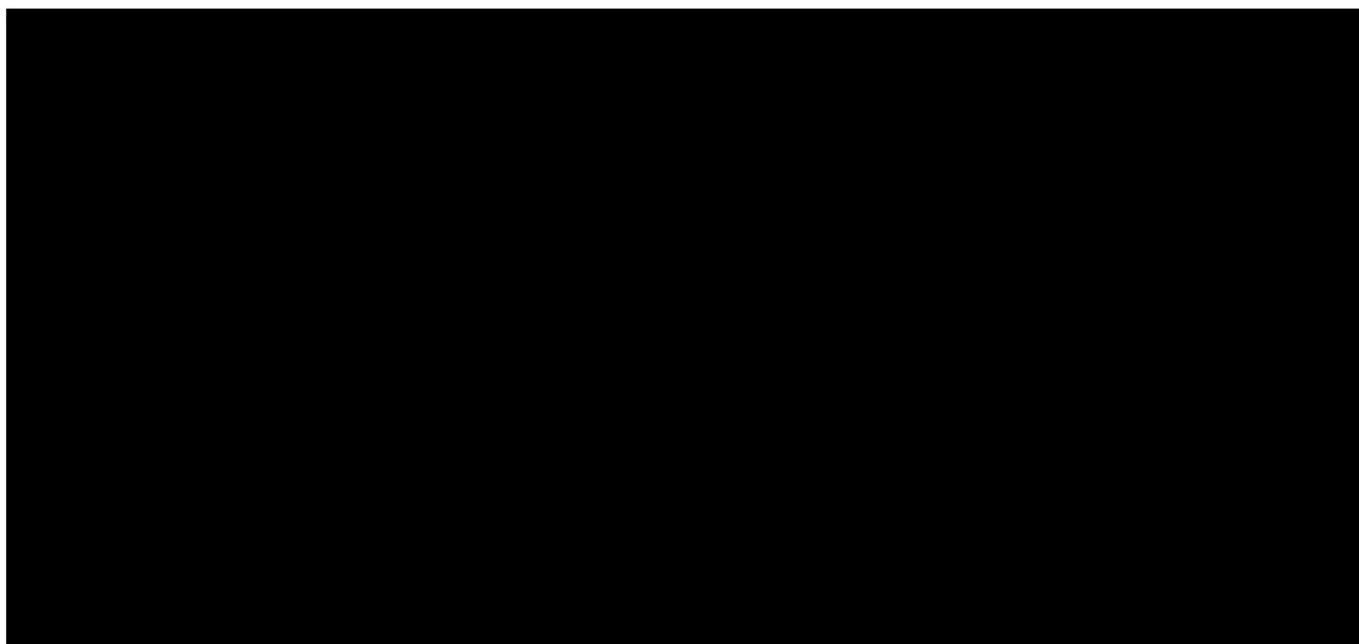
The report could include any recommended changes to the UK REACH ATR model, including implications these would have on industry costs and achieving the regulatory principles and aims of REACH.

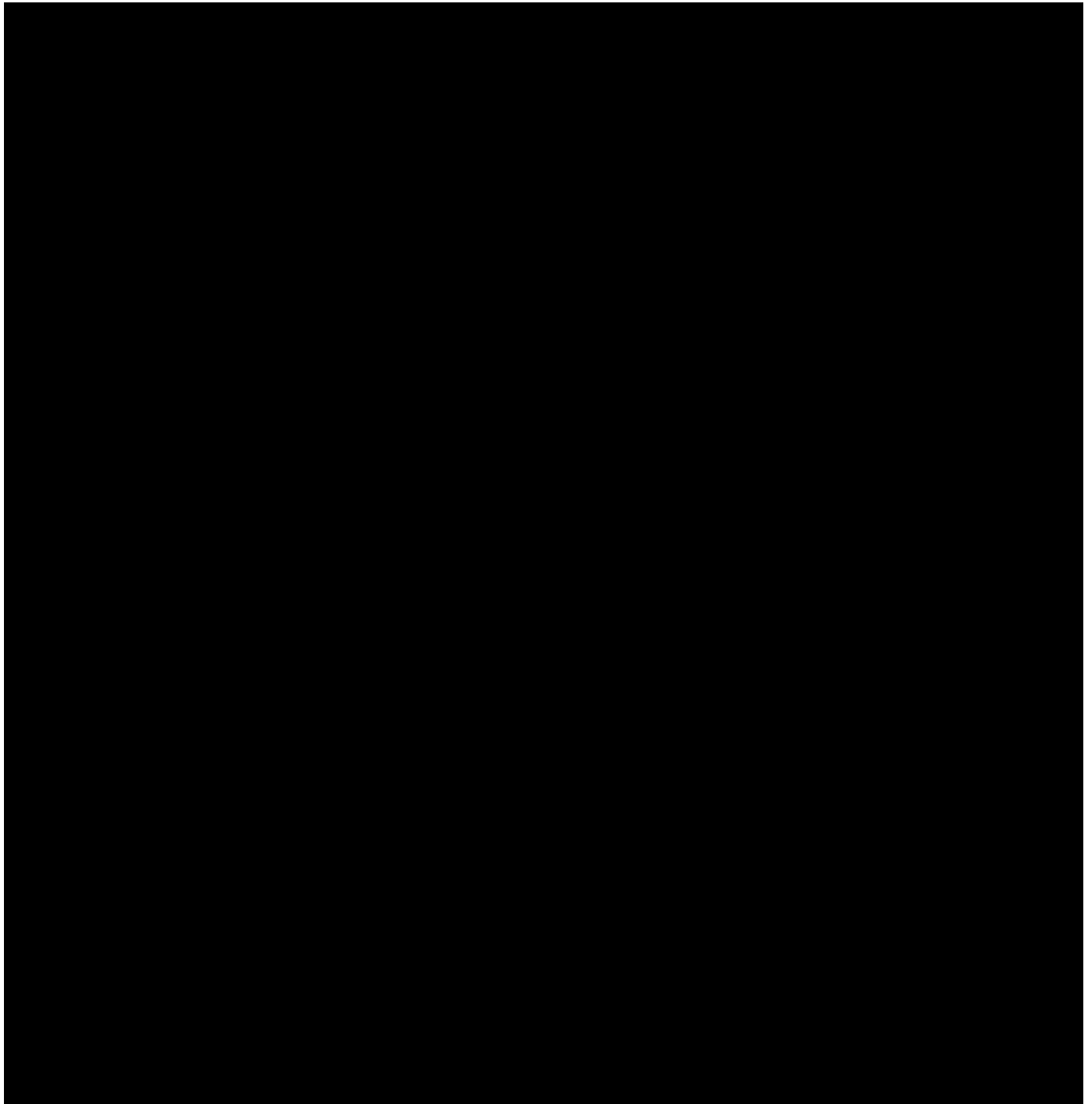
Given this report will be published, it will be anonymised and not contain any commercially sensitive information.

The report should be accompanied by a slide-deck and accompanying notes which will be presented and discussed at a Project Steering Group meeting.

7. Payment

The table below outlines an ideal timeline, key milestones and corresponding outputs. The Contractor will issue invoices for payment once it has received approval from the Project Steering Group that each milestone has been successfully completed.





Project Governance

Defra will nominate a Project Manager who will be responsible for the day-to-day management of this contract and ensure it meets the project aim and objectives. The Defra Project Officer will agree the structure of the final report with the successful contractor. The report will go through various rounds of review and feedback.

The normal process is as follows:

- Initial review by the Authority Project Officer, followed by revisions if necessary.
- Review by the Project Steering Group, followed by revisions if necessary.

At each stage the Authority's Project Officer will check to ensure revisions have been made and will sign-off when the report is at the standard required. Specific deliverables will be required from the successful Tenderer during the course of this project (see Deliverable/Milestone table above). All reports must be produced in accordance with Defra templates for publications². The reports are anticipated to be provided as Microsoft Word. There may be other outputs required during the course of the project and Defra will negotiate any additional requirements with the successful Tenderer.

Security Classification

The project will involve the collection of data and information that may be considered commercially sensitive. The Contractor must set out the steps they will take to protect commercially sensitive information in their tender document, including their proposed approach to managing interview transcripts.

Audiences

The main audiences for this project are policy, operational and analysis teams from Defra, HSE, the EA, and Welsh and Scottish Governments.

Peer Review

Following the completion of Work Package 5.2, Defra may require the draft report to be peer reviewed by an external peer reviewer/s. Defra will identify and co-ordinate the peer review, but contractors will be expected to respond to comments and revise outputs accordingly.

Accessibility requirements

Contractors are expected to meet government requirements for accessible reports. Guidance is available here:

www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility.

² The Authority will share the Templates with the successful Tenderer at the start-up meeting. Reports published using Defra Templates can be found on Science Search. For example, see FD2712:

<http://sciencesearch.defra.gov.uk/Default.aspx?Menu=Menu&Module=More&Location=None&ProjectID=20114&FromSearch=Y&Publisher=1&SearchText=FD2712&SortString=ProjectCode&SortOrder=Asc&Paging=10#TimeScaleAndCost>

This includes, but is not limited to, consideration of:

- font (size, style, and justification)
- headings and sub-headings to structure reports
- alt-text for images, charts, or graphs
- table captions and summaries in all tables
- colours that are suitable for those with colour-blindness

For every commission, contractors are expected to outline how they will meet accessibility requirements and what processes they have in place to assure this. The exact outputs should be discussed with the commissioning team, but accessibility should be considered in all outputs (e.g., Word, PowerPoint, CSV data files or PDF documents). Defra can provide a Word template where contractors do not already have an in-house accessible report template.

Programme of work

- The supplier will be responsible for all travel and subsistence costs related to the work and the supply of all labour, material, and equipment.
- Tenderers may propose consortium or subcontracting arrangements but should provide a single project manager responsible to the Authority for fulfilment of the contract and for liaison with the Authority's contact person.
- The supplier must meet the timescales proposed in their tender and subsequently agreed by the Authority. The supplier will notify the Authority without delay if there is a risk that they may be unable to meet these timescales.
- The Authority will inform the supplier without delay if there is any deficiency in the quality of the services provided under the contract. The supplier will take steps to ensure any problems are resolved as a matter of urgency.

Quality of the work

We expect high quality outputs. All outputs will need to be reviewed and commented on by Defra, potentially resulting in several iterations needed.

The contractors should plan their timings and costs to account for potential multiple iterations of outputs. They must put quality assurance in place before they send outputs to Defra.

Dissemination of project outputs

Defra will retain ownership of all produced output from this research and final sign-off on all publications. It is expected that Defra will publish, adhering to the publication style of government, see guidance: <https://www.gov.uk/guidance/style-guide>. Draft and interim reports will be confidential.

14. Expertise

- The Authority expects high quality outputs. All outputs will need to be reviewed and commented on by Defra, potentially resulting in several iterations needed.
- Defra requires published outputs to be of a high standard, in plain English and without grammar or spelling errors. The Authority reserves the right to require the contractor to appoint, at their own expense, a proof-reader and/or copy editor if we can demonstrate that the standard falls well below similar previously published reports. Experience/expertise within the livestock sector.
- Strong project management skills to ensure that deliverables are produced to time and quality.
- Familiarity with the relevant literature and approaches used to measure.
- To be able to synthesise existing literature and clearly summarise and describe key findings.
- The ability to critically analyse evidence and identify and explain the underlying limitations and drawbacks.
- Good drafting and report writing skills, including the ability to communicate complex technical information.

15. Travel and subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

16. Rail Travel

16.1. All Journeys

Standard class rail unless a clear business case demonstrating value for money can be

presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

16.2. Mileage Allowance

Mileage allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motorcycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

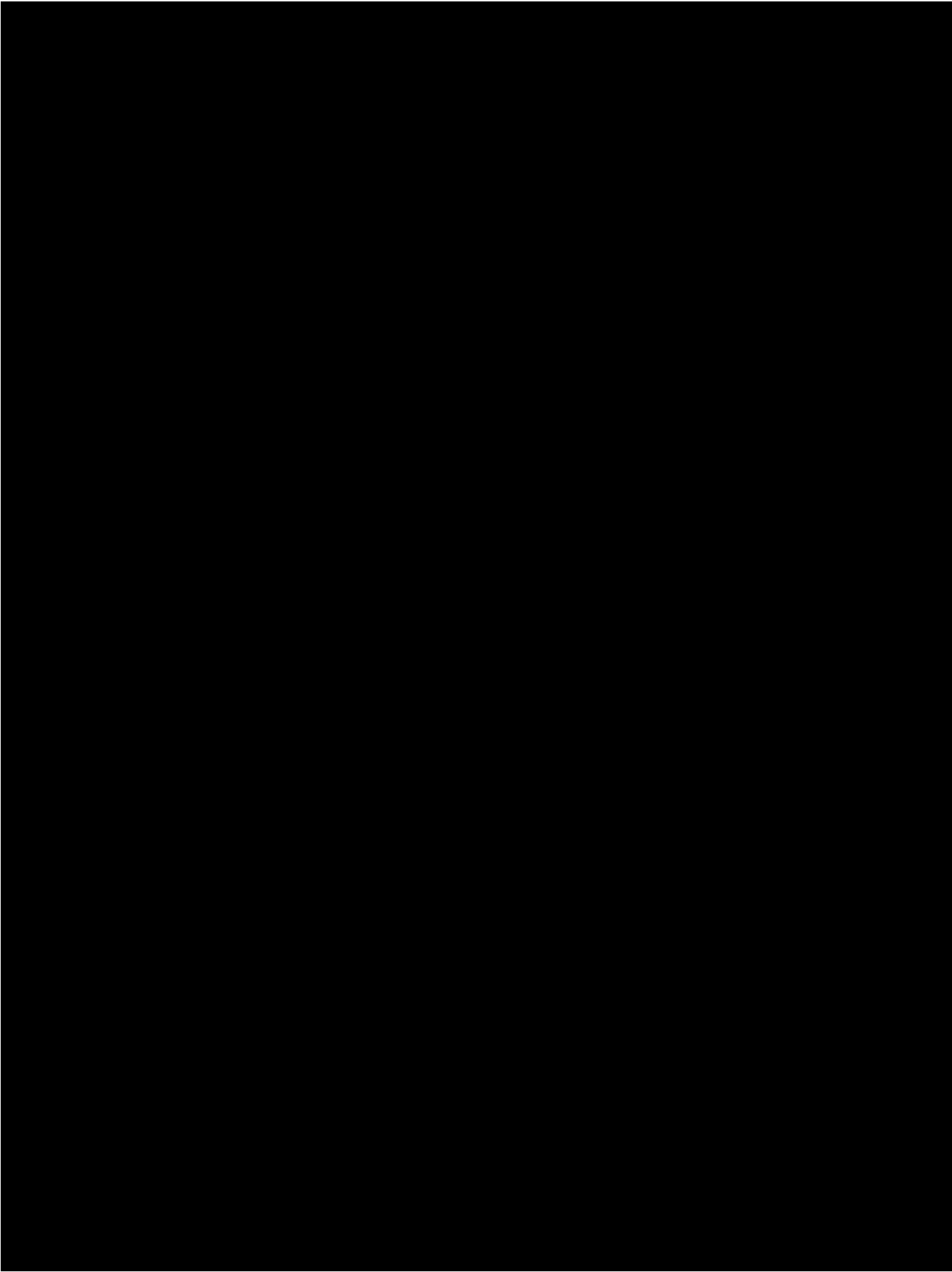
*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g., on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

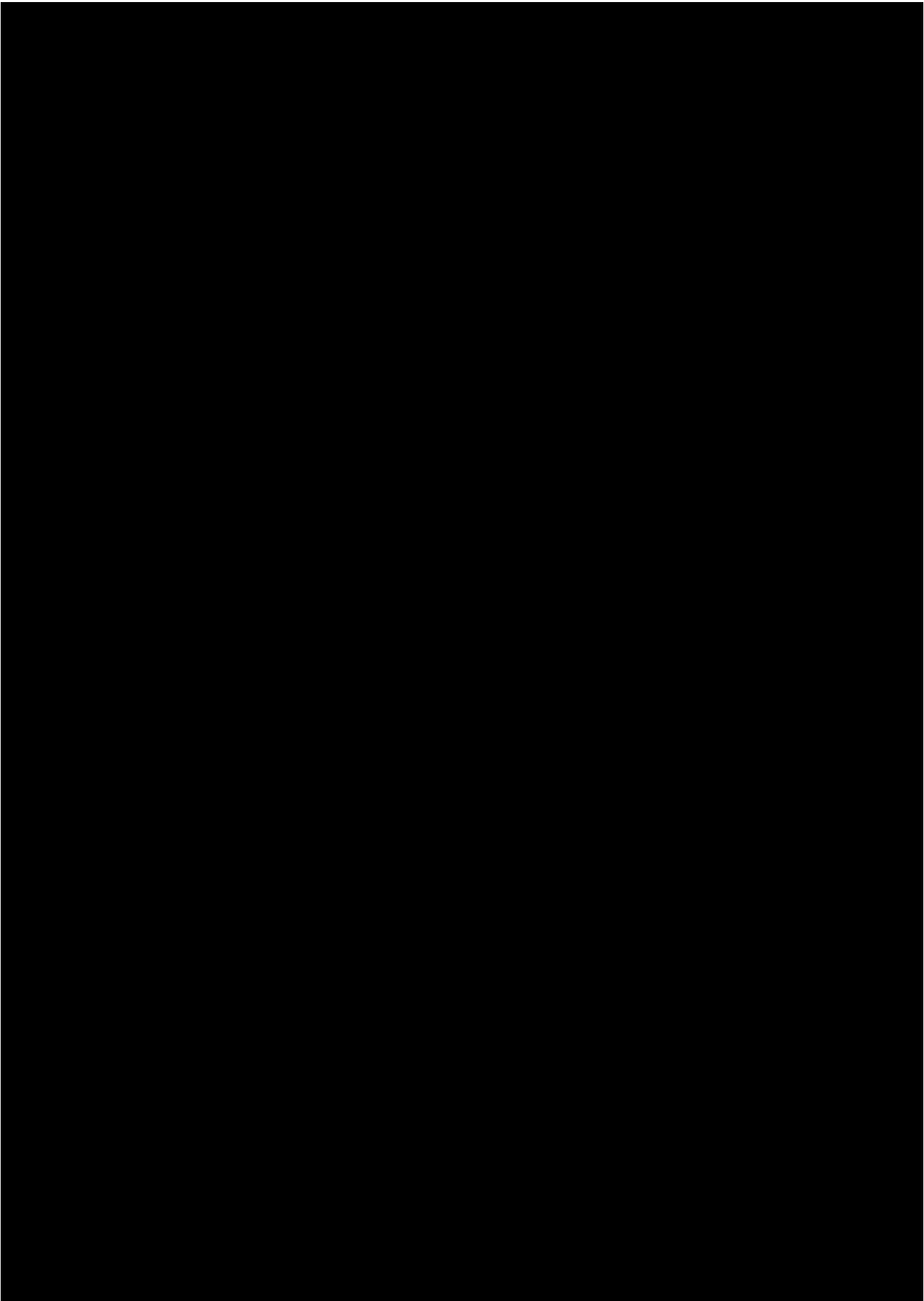
** Under HMRC rules this expense is taxable.

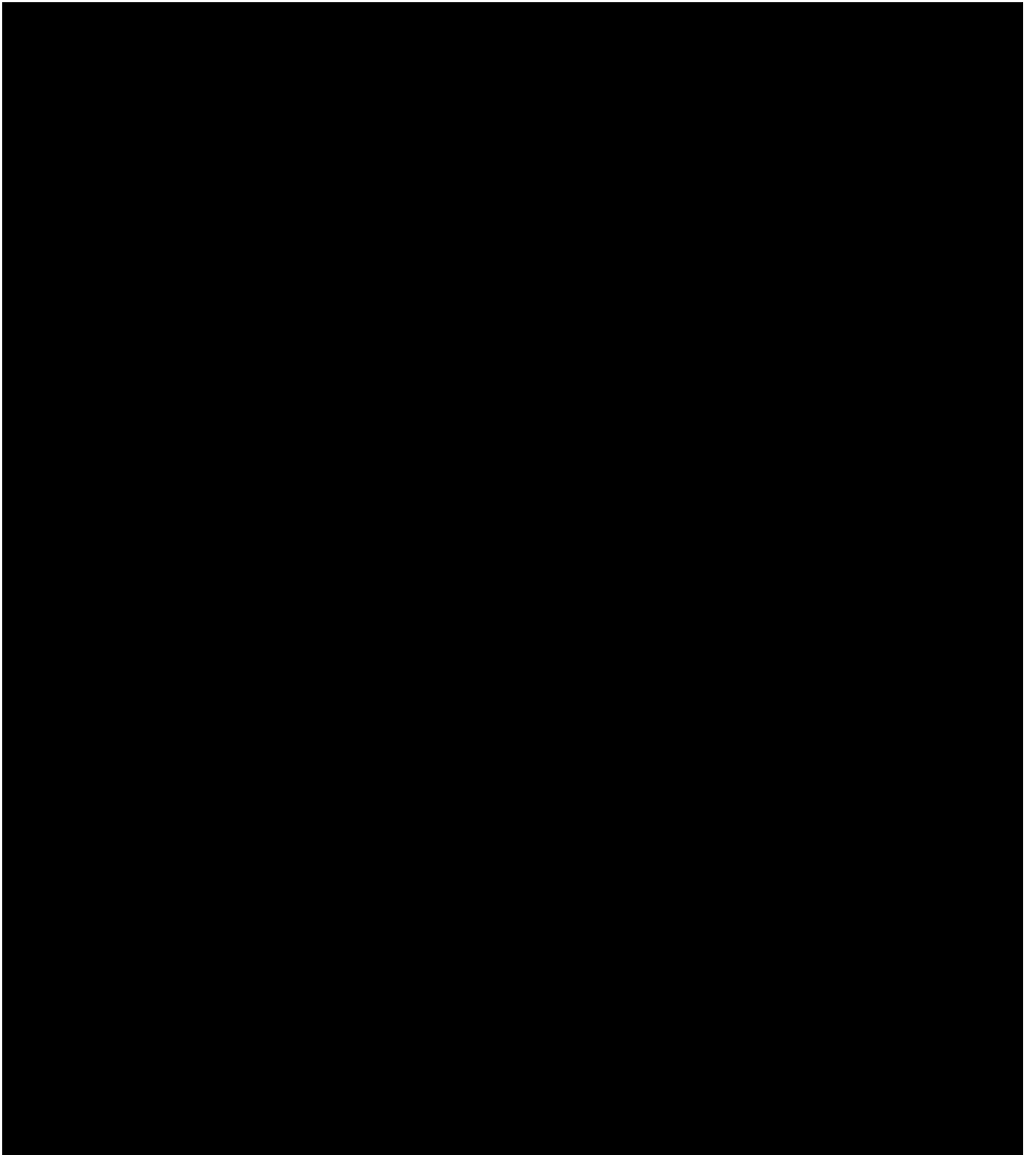
16.3. UK Subsistence

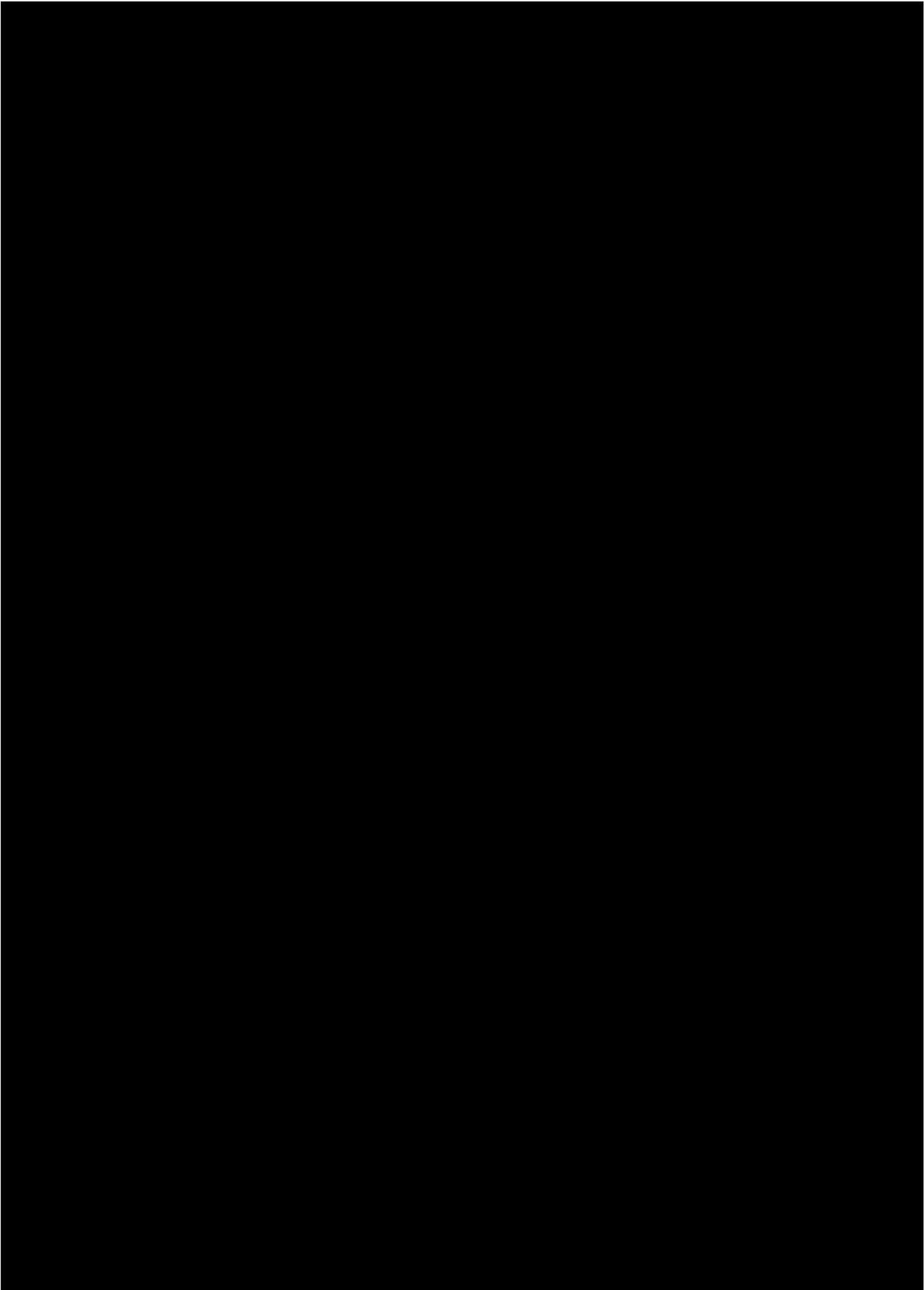
Location	Rate
London (Bed and Breakfast)	£130 per night
Rates for specific cities (Bed and Breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night
UK Other (Bed and Breakfast)	£75 per night for all other locations

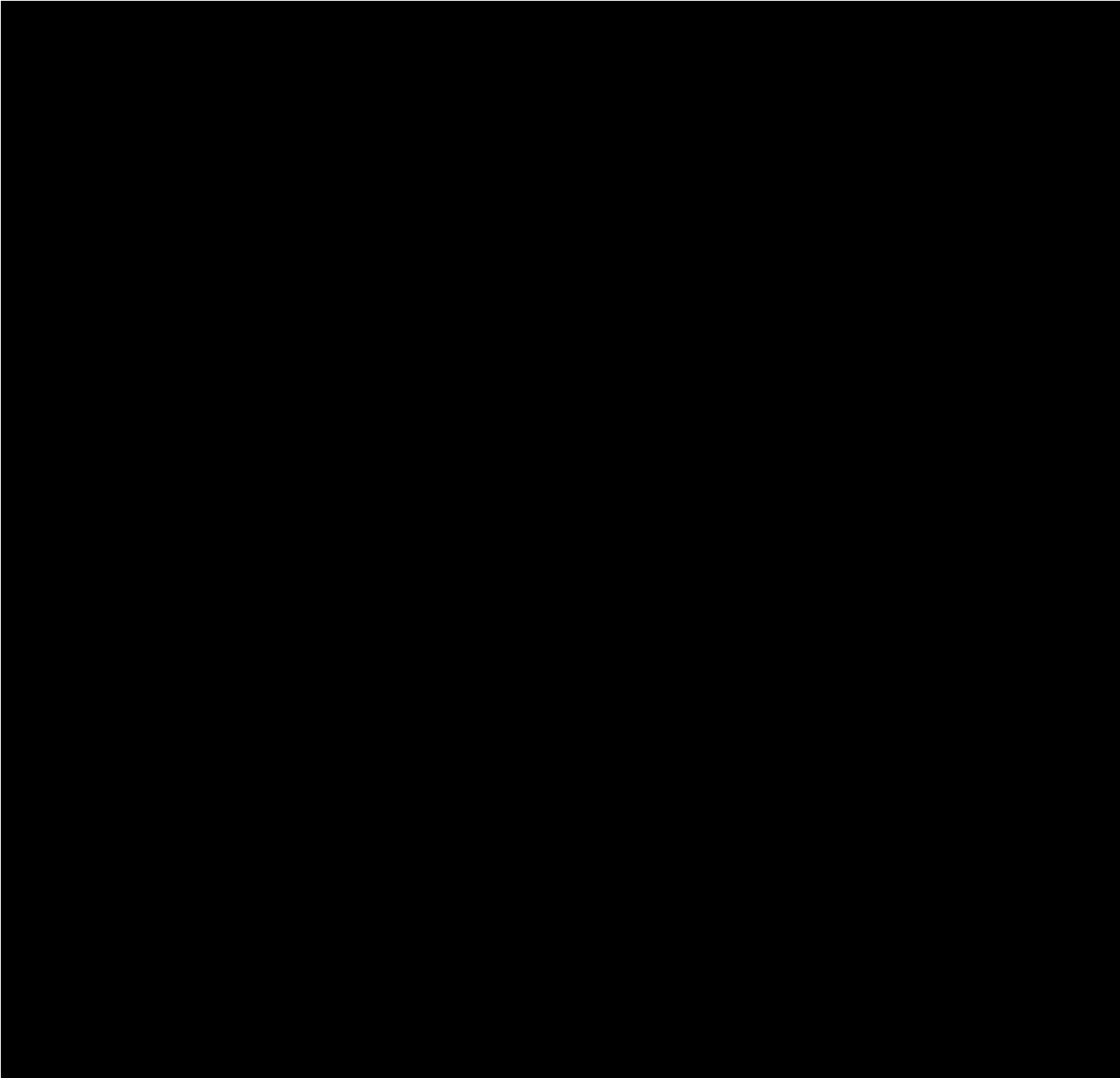
Annex 4 - Supplier's Submission

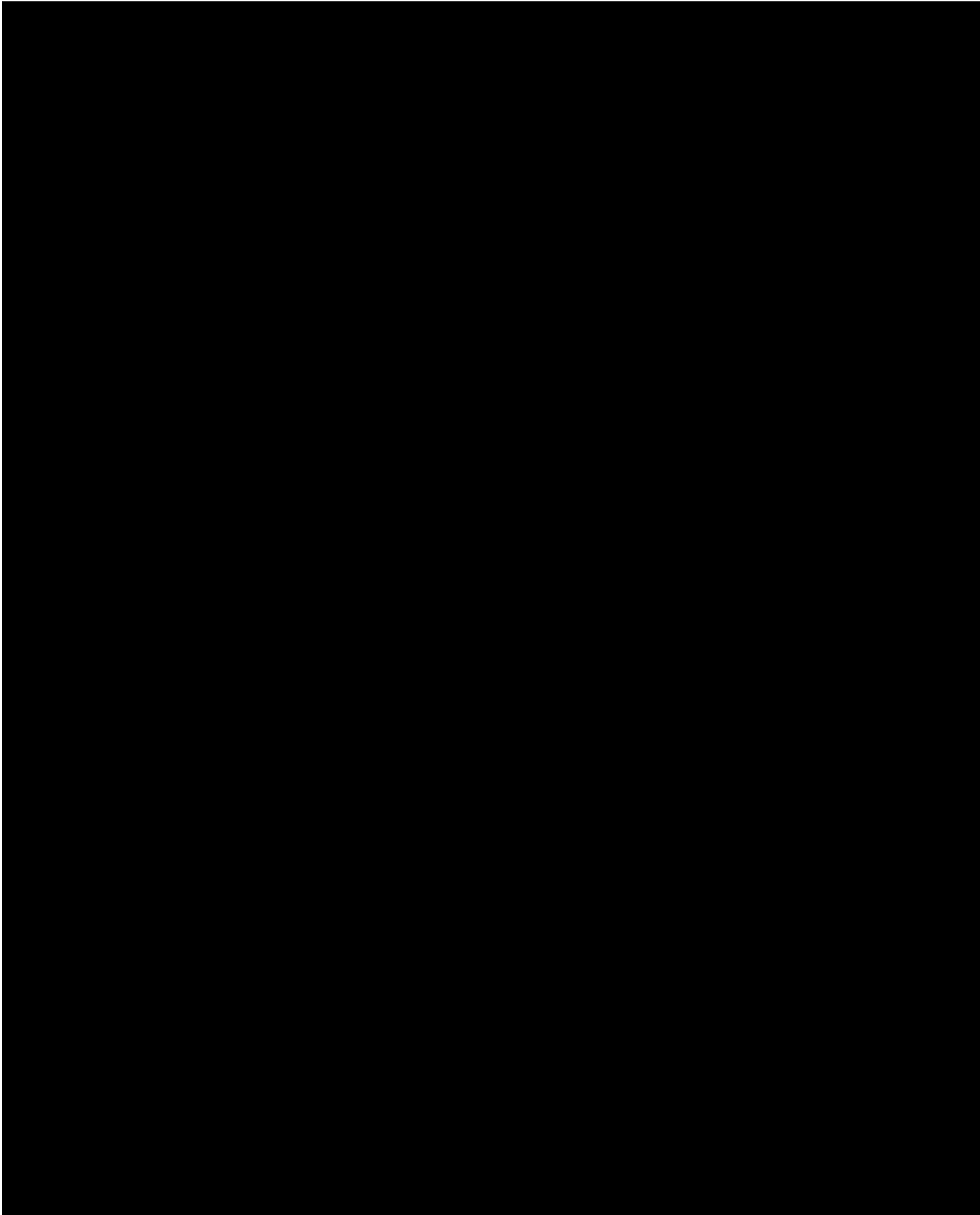




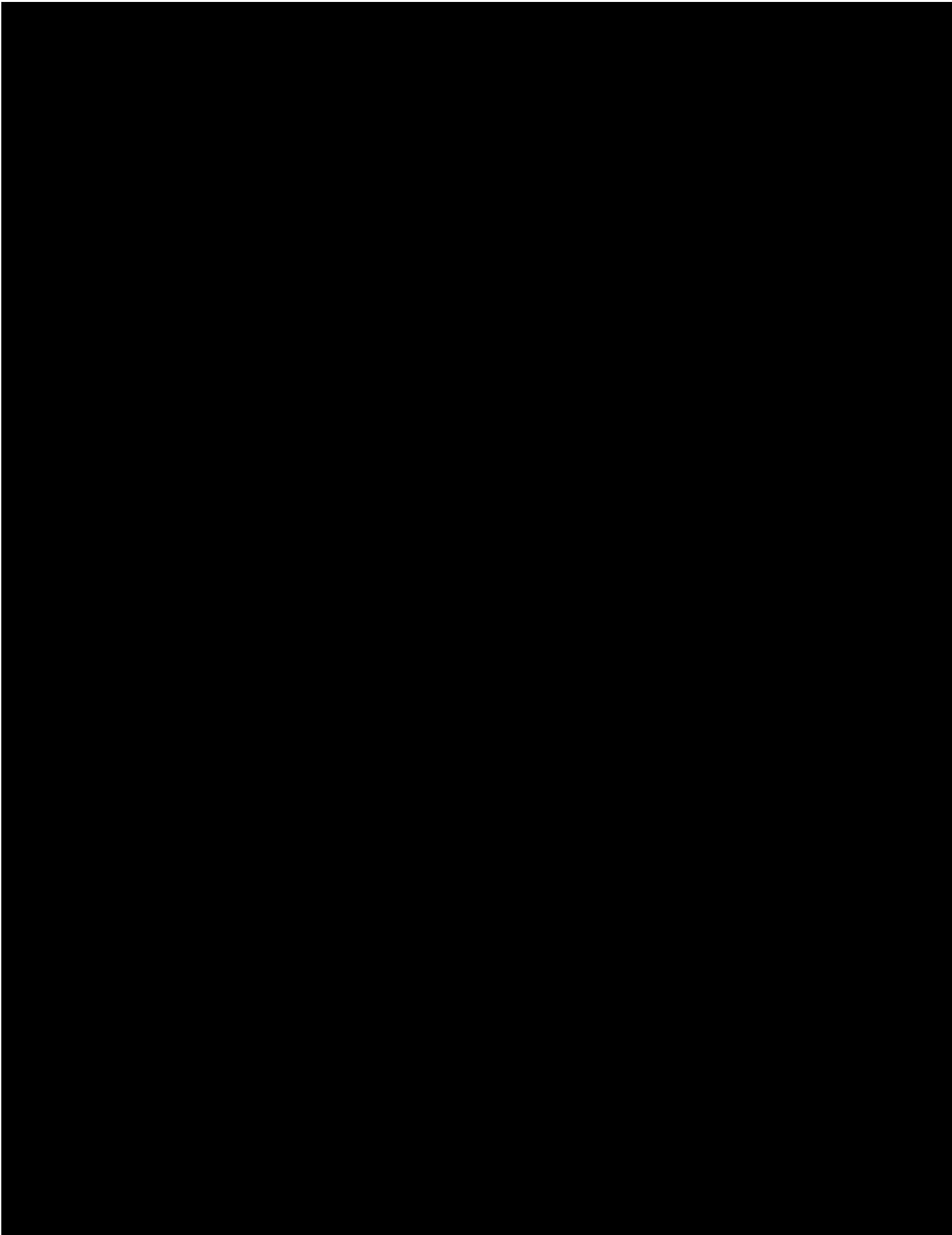


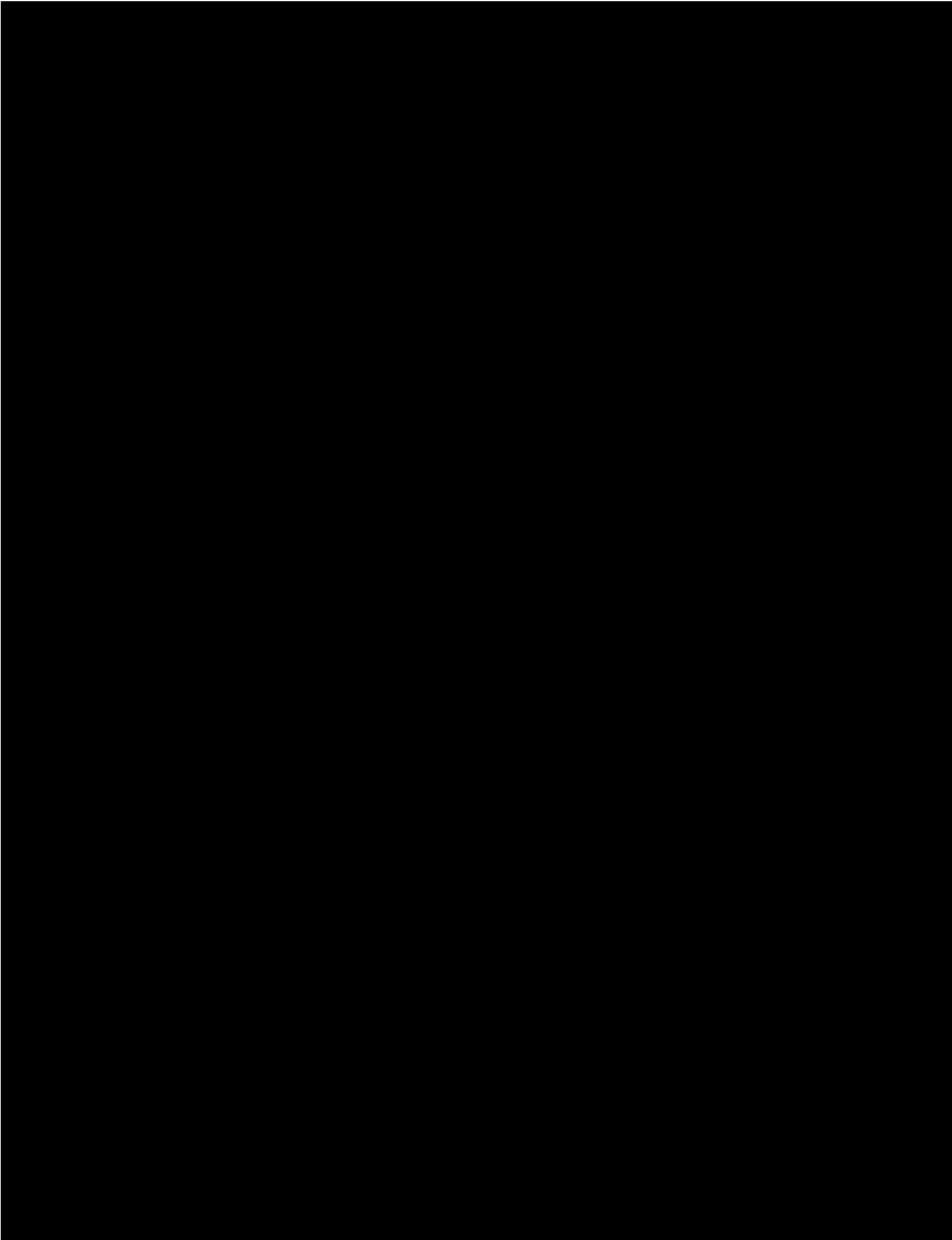


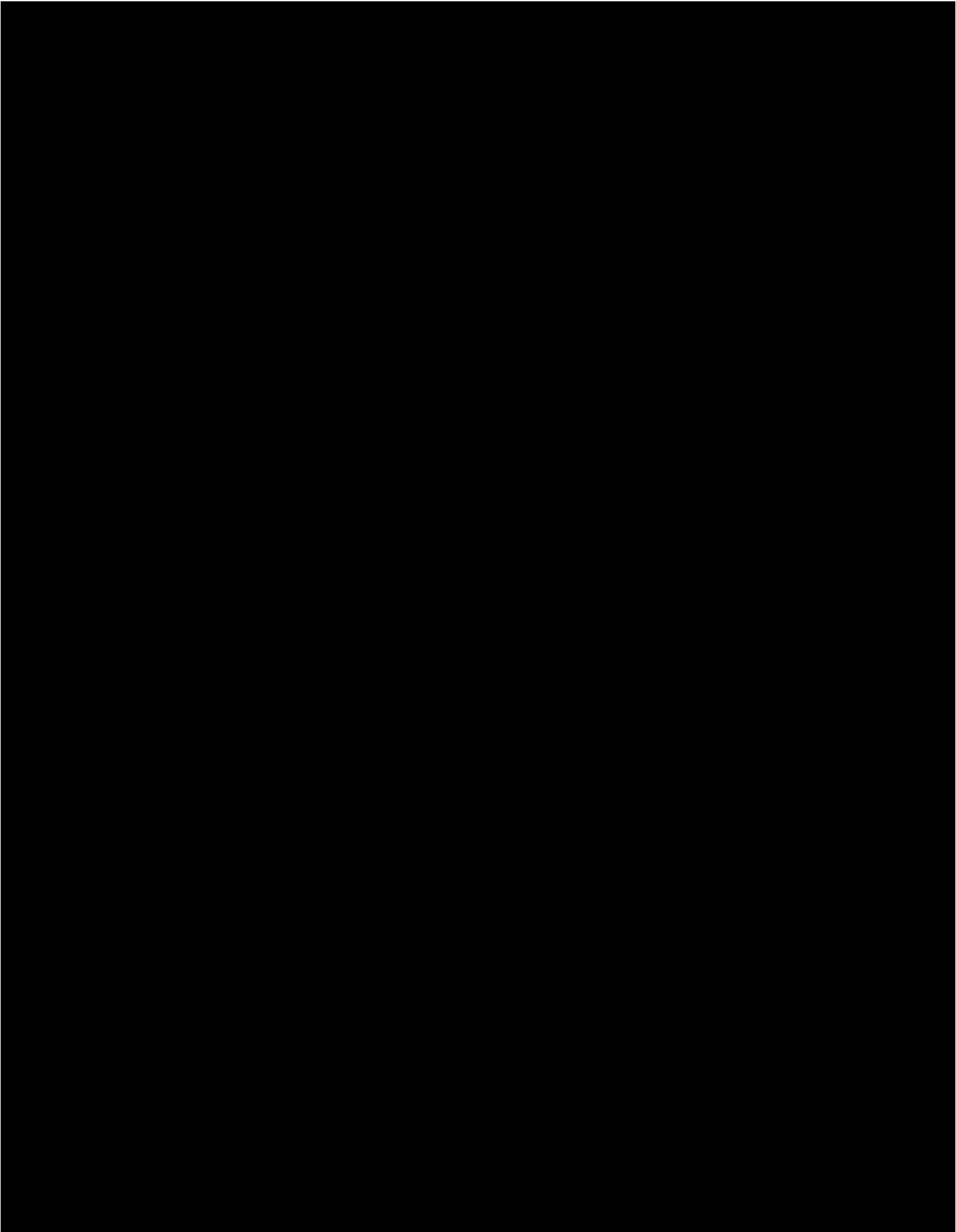


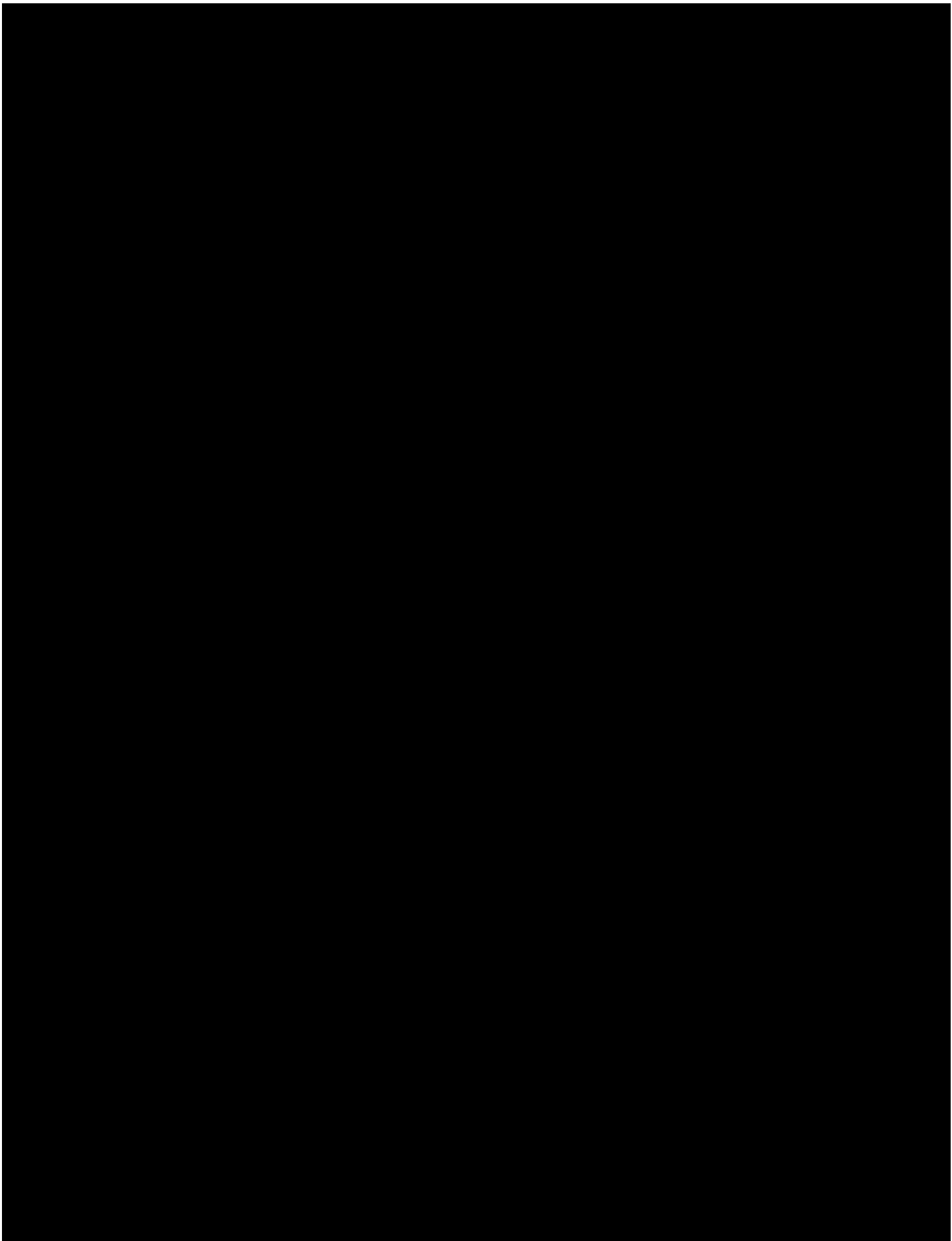


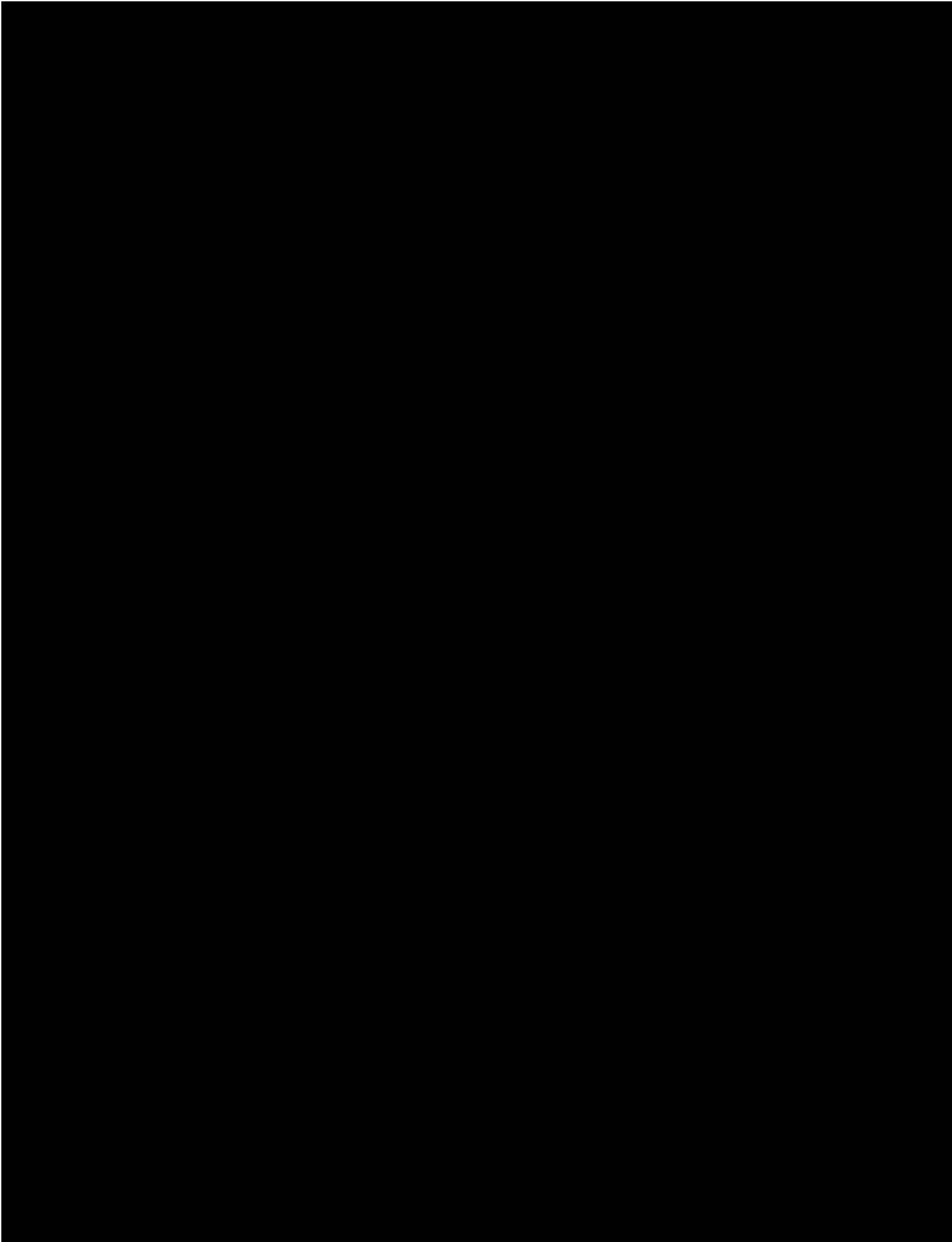


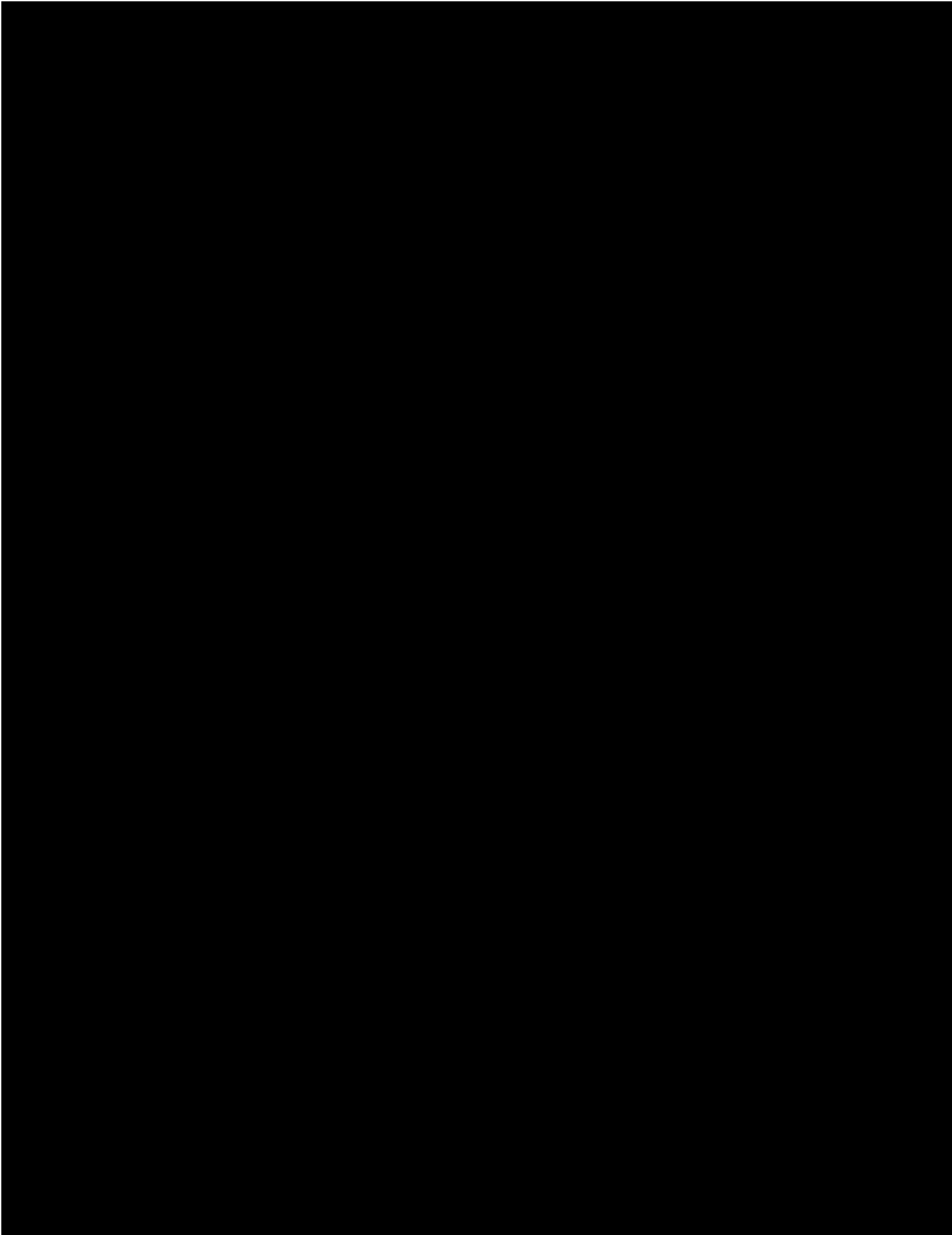


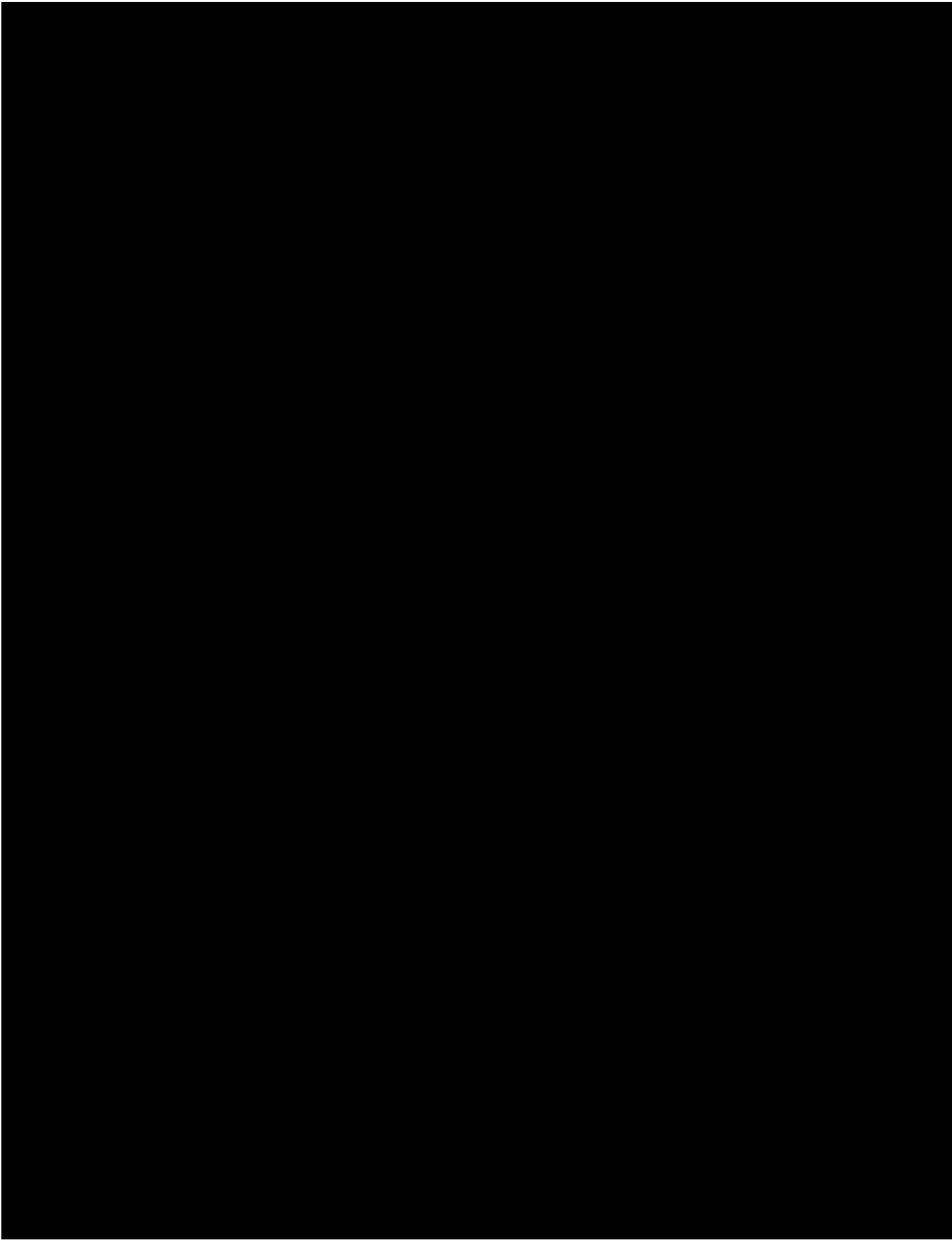


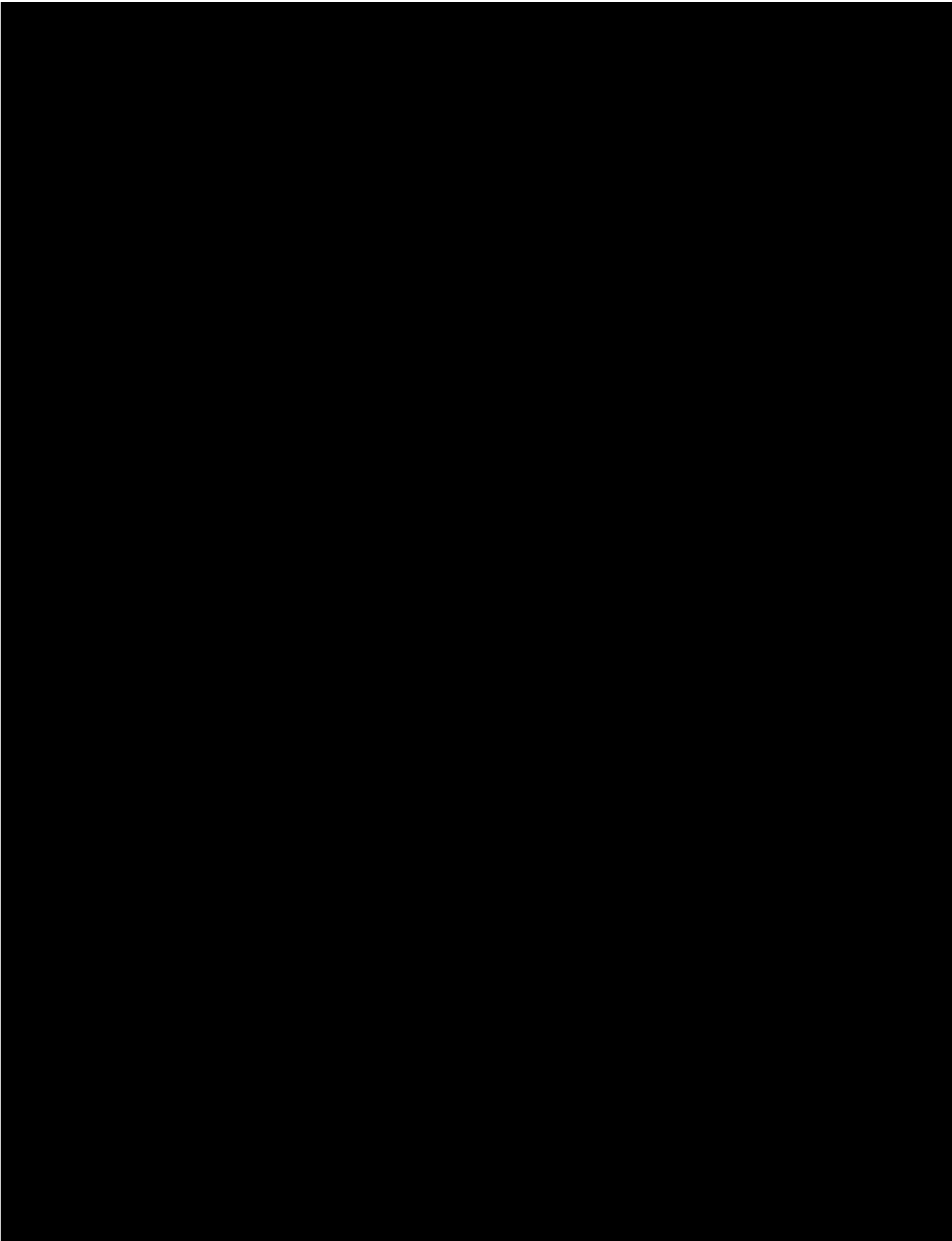


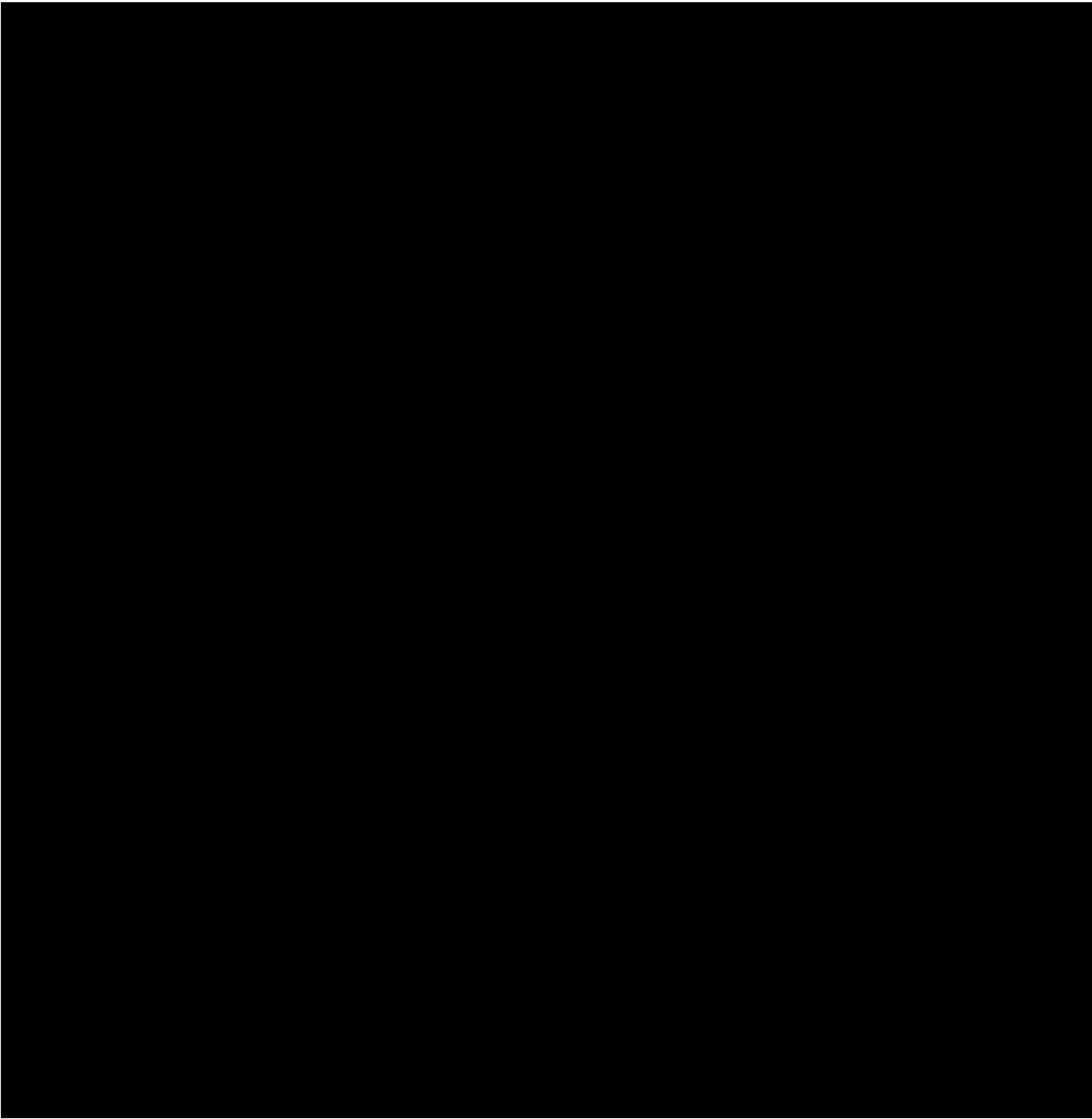


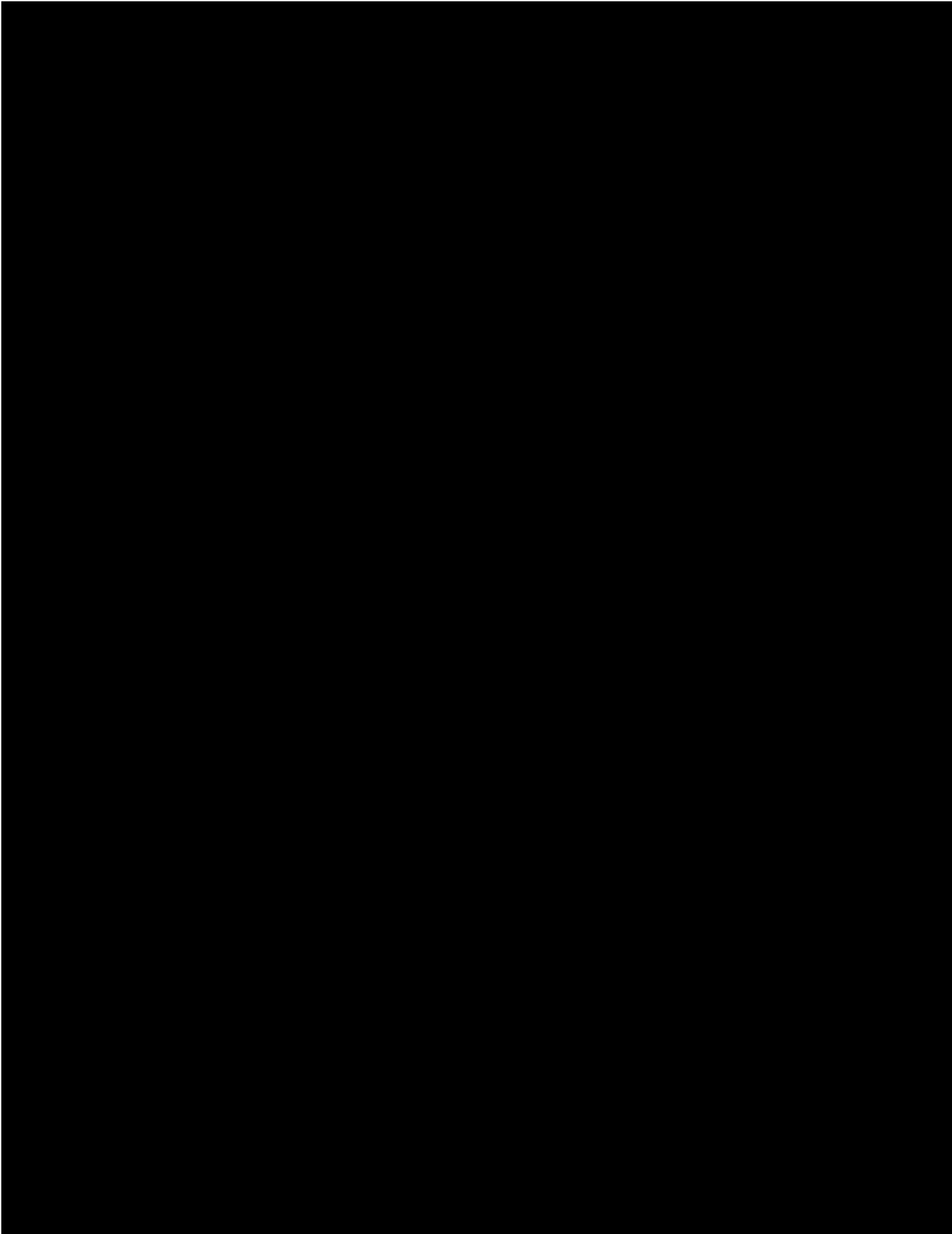


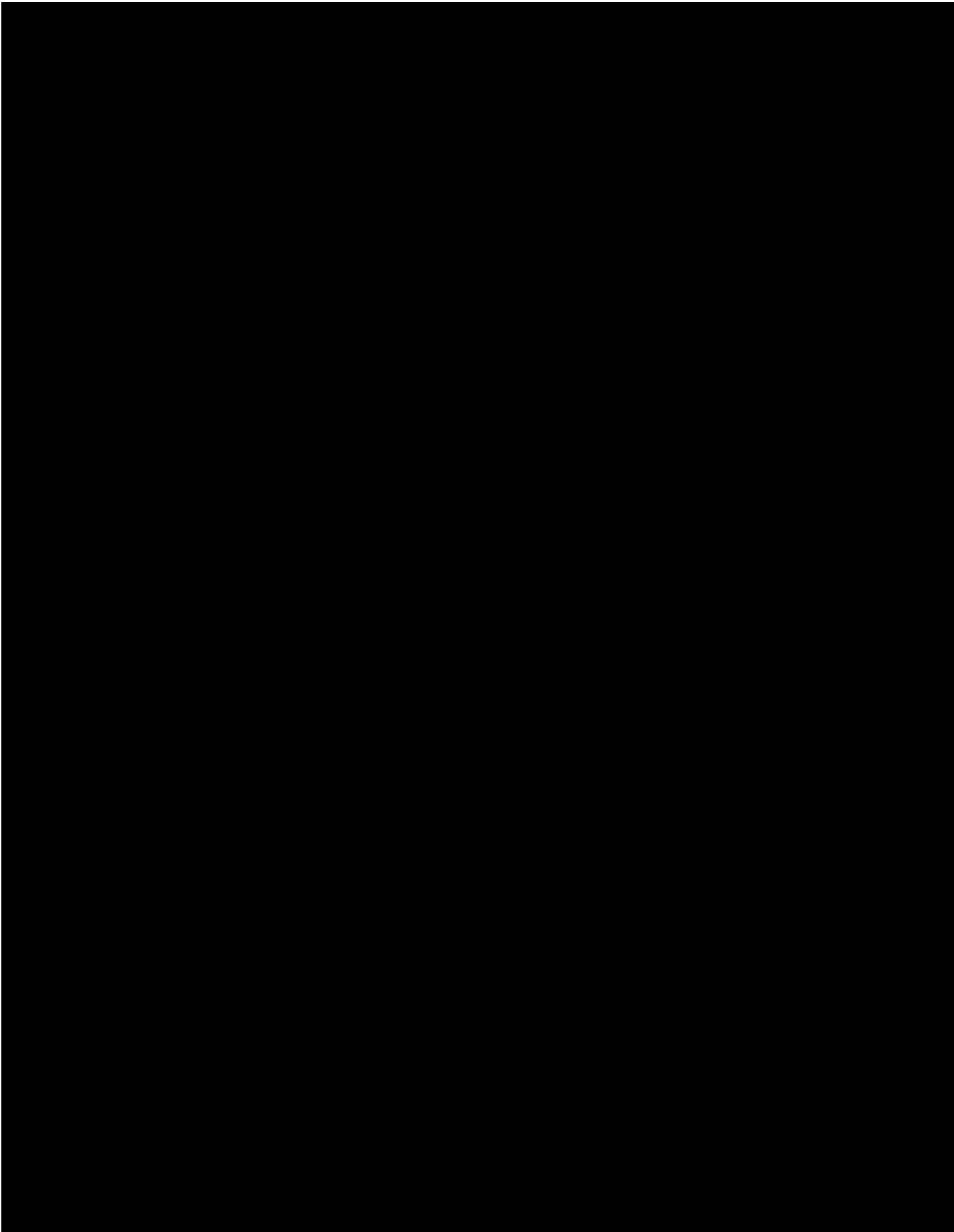


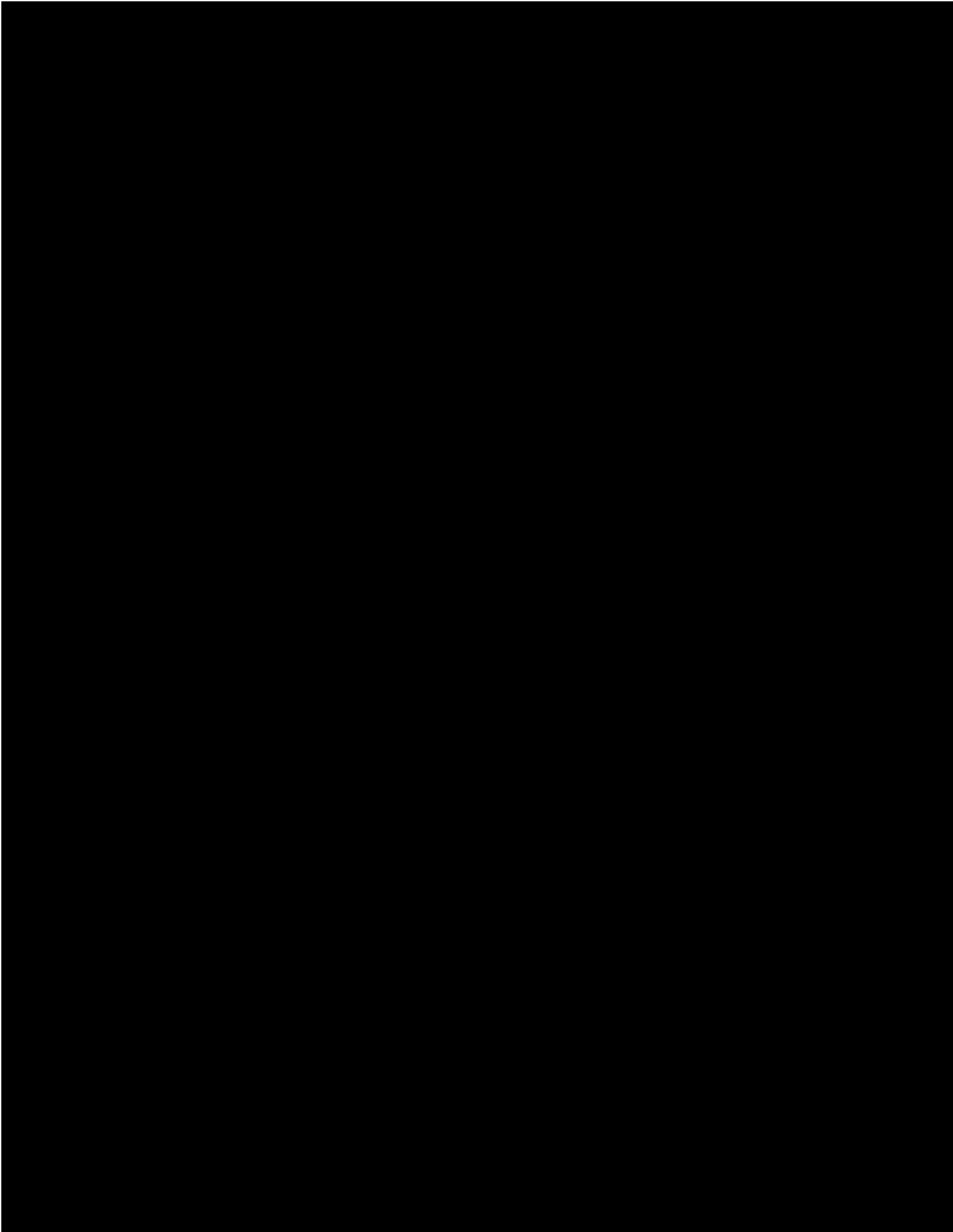


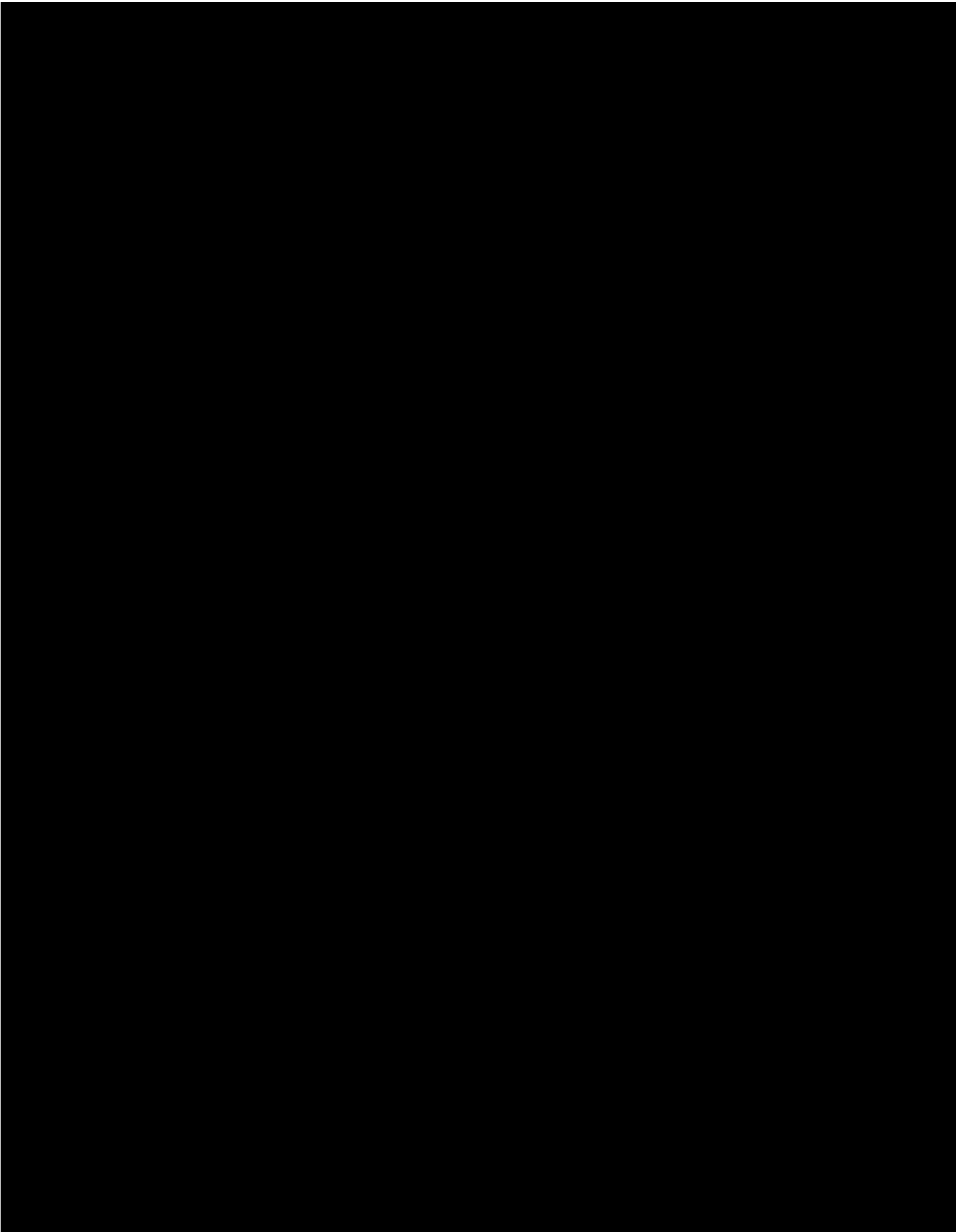


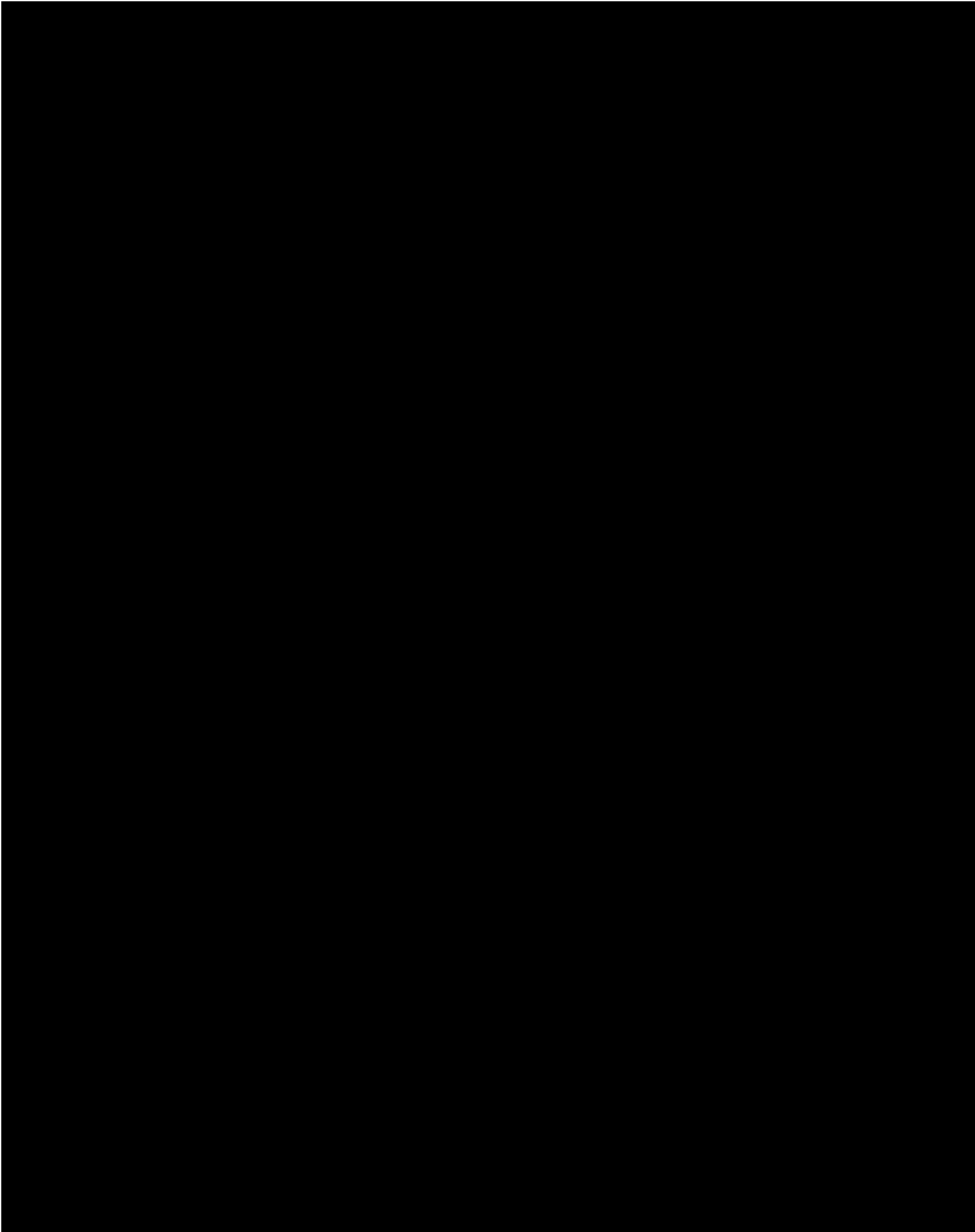


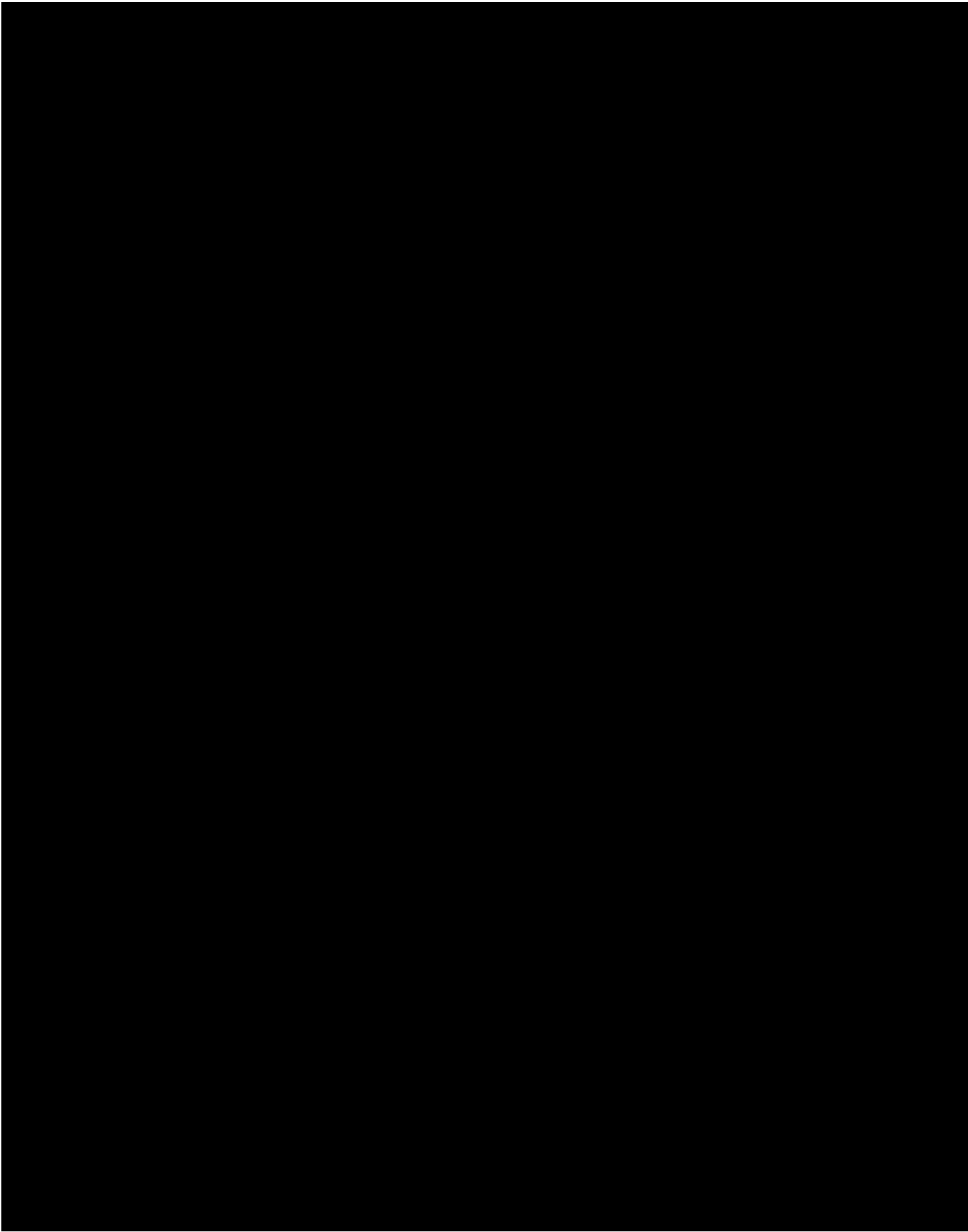


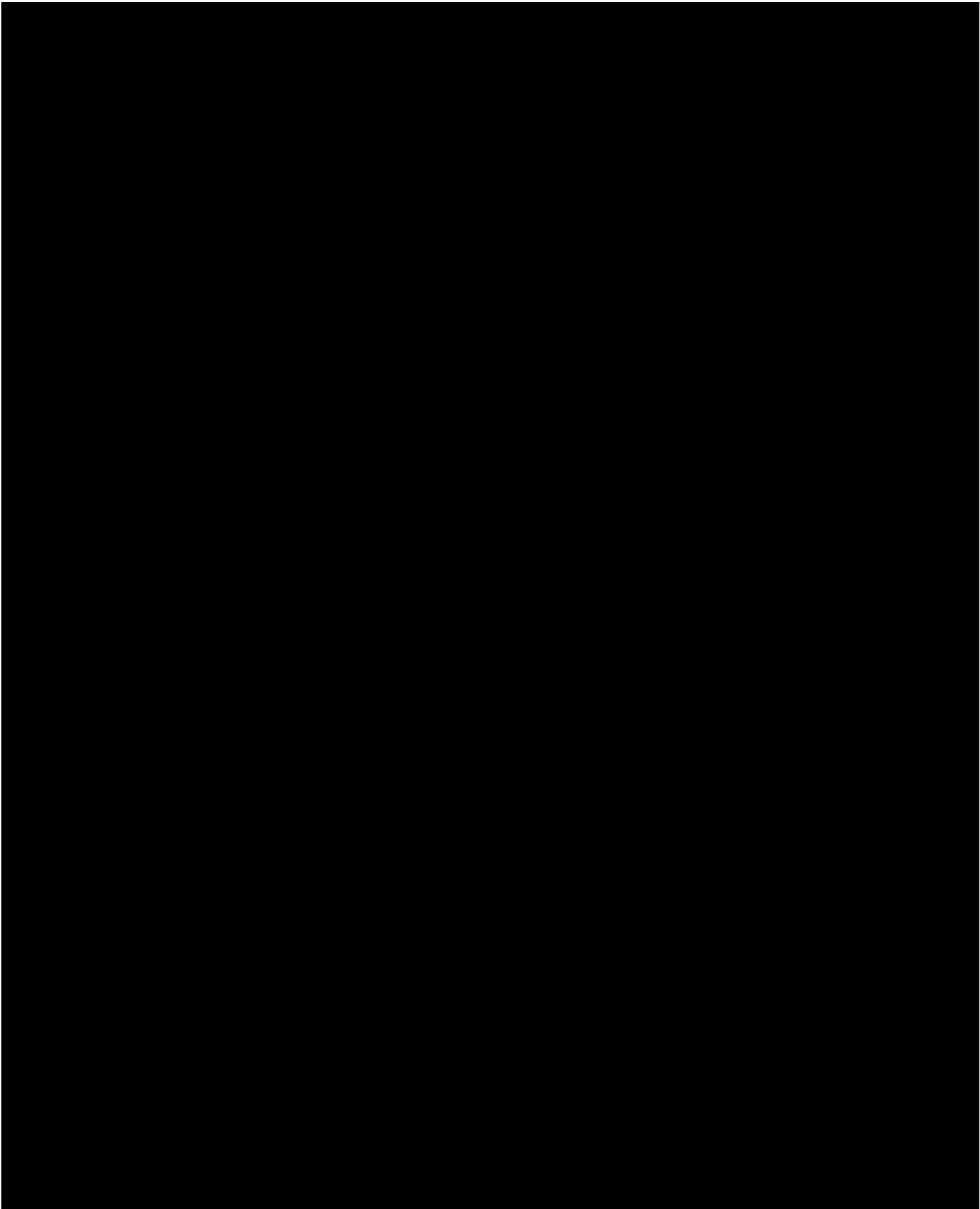


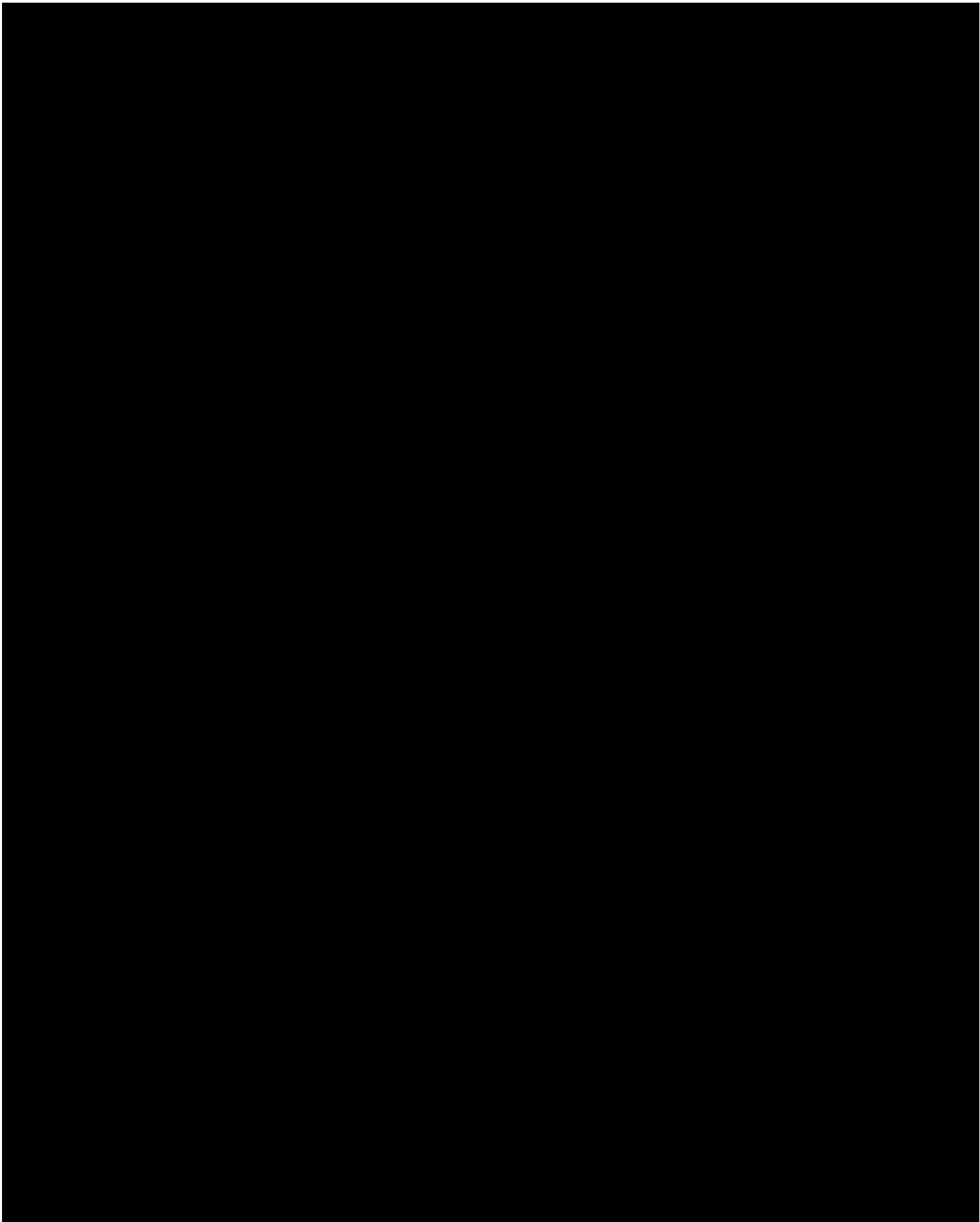


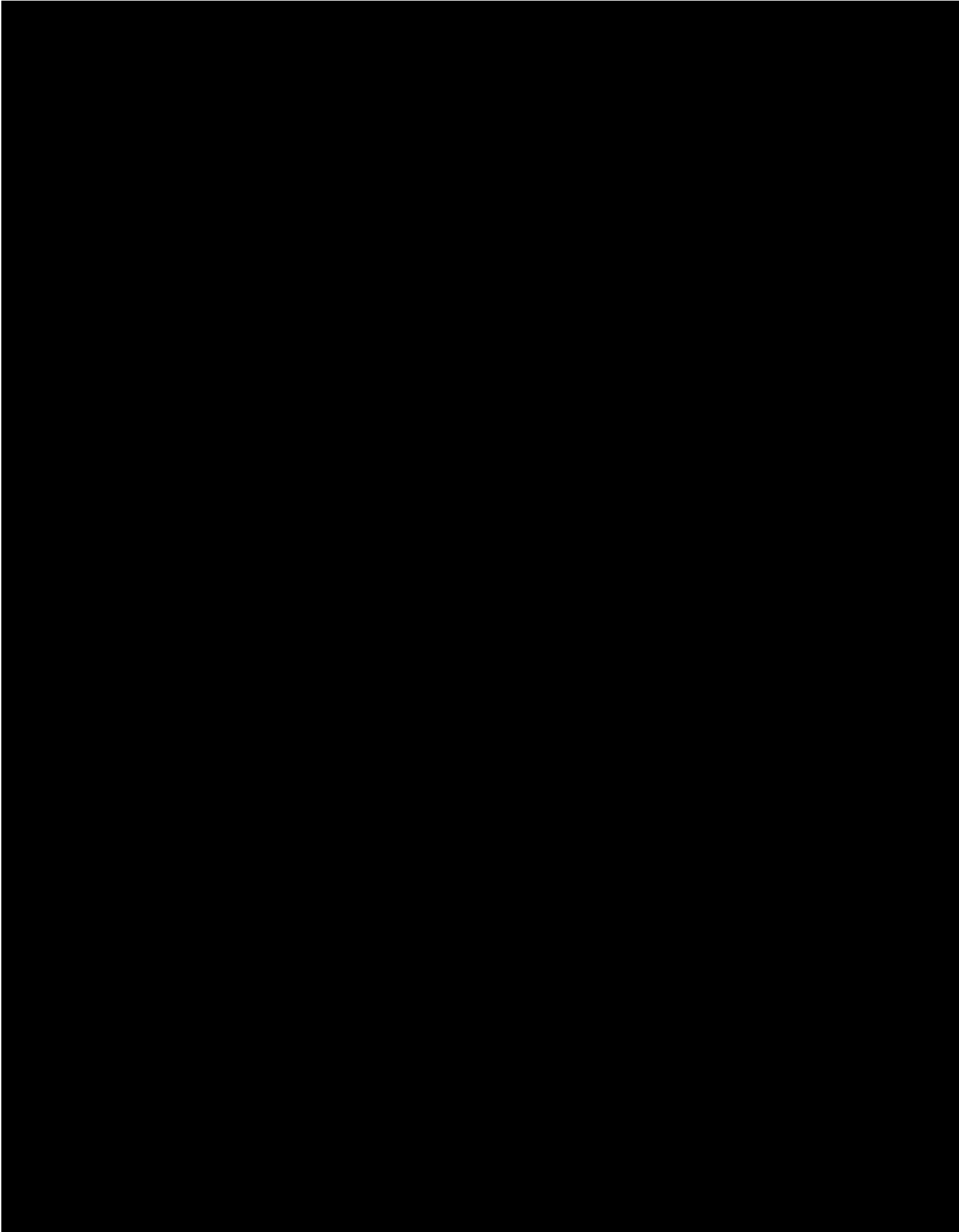


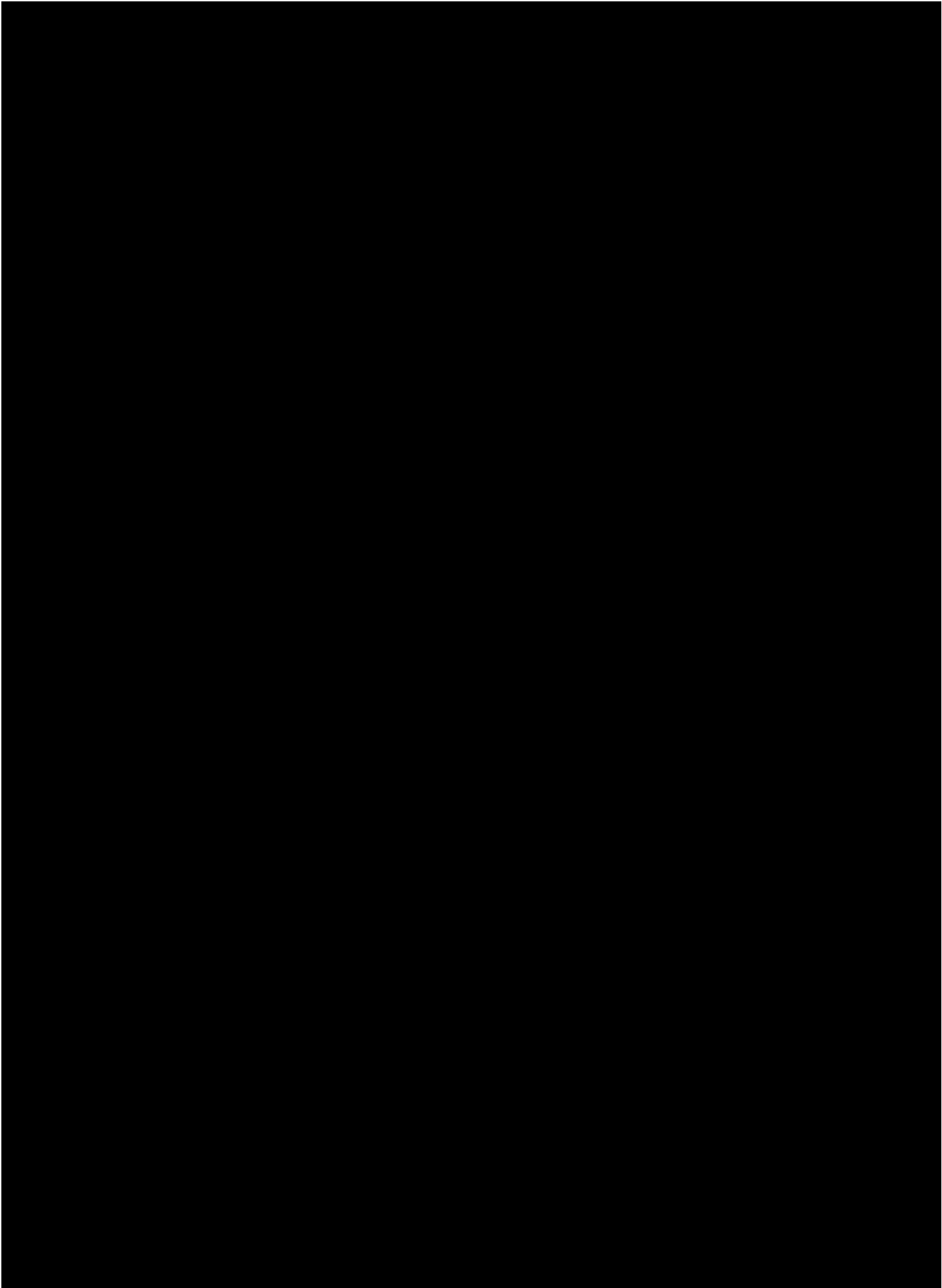


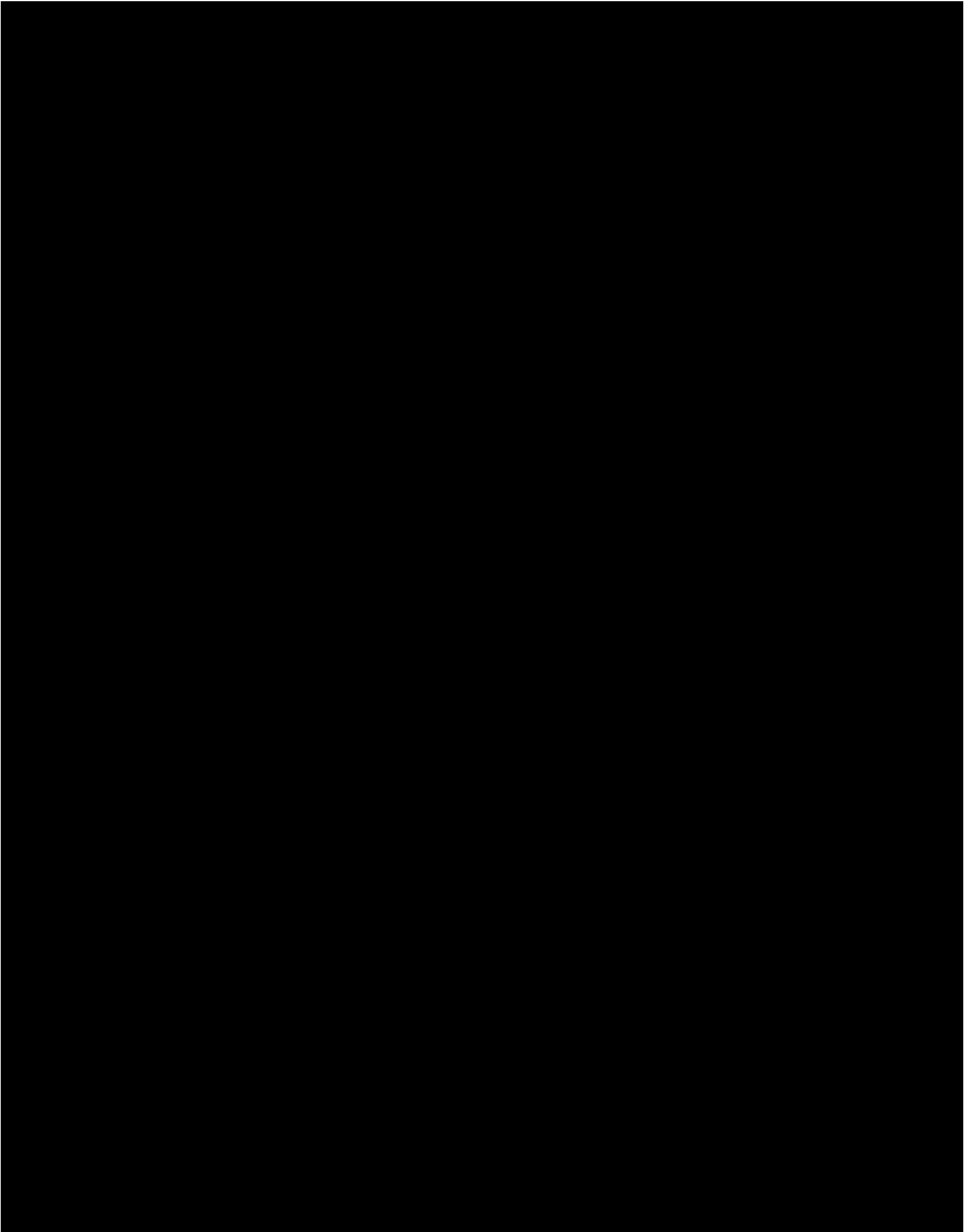


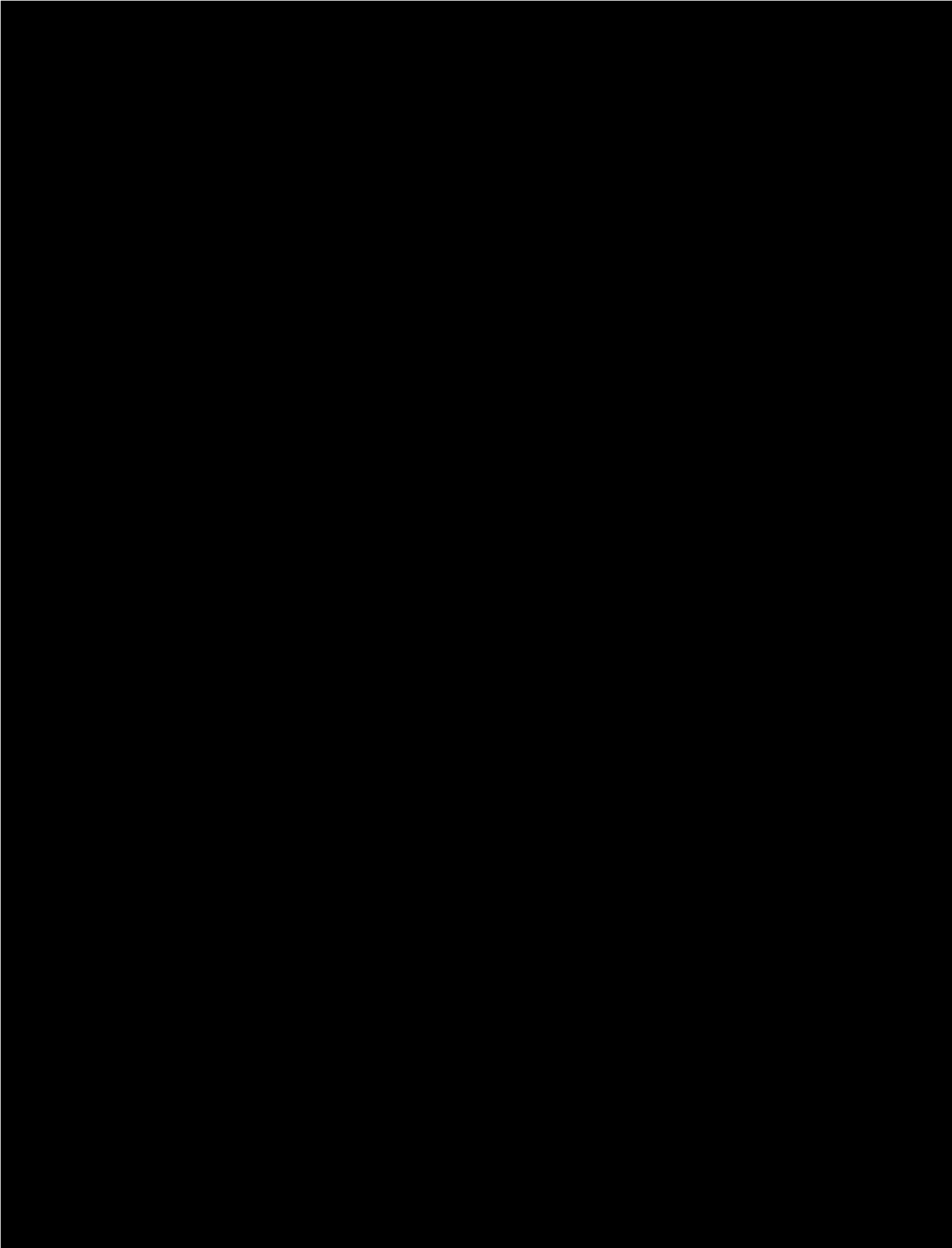


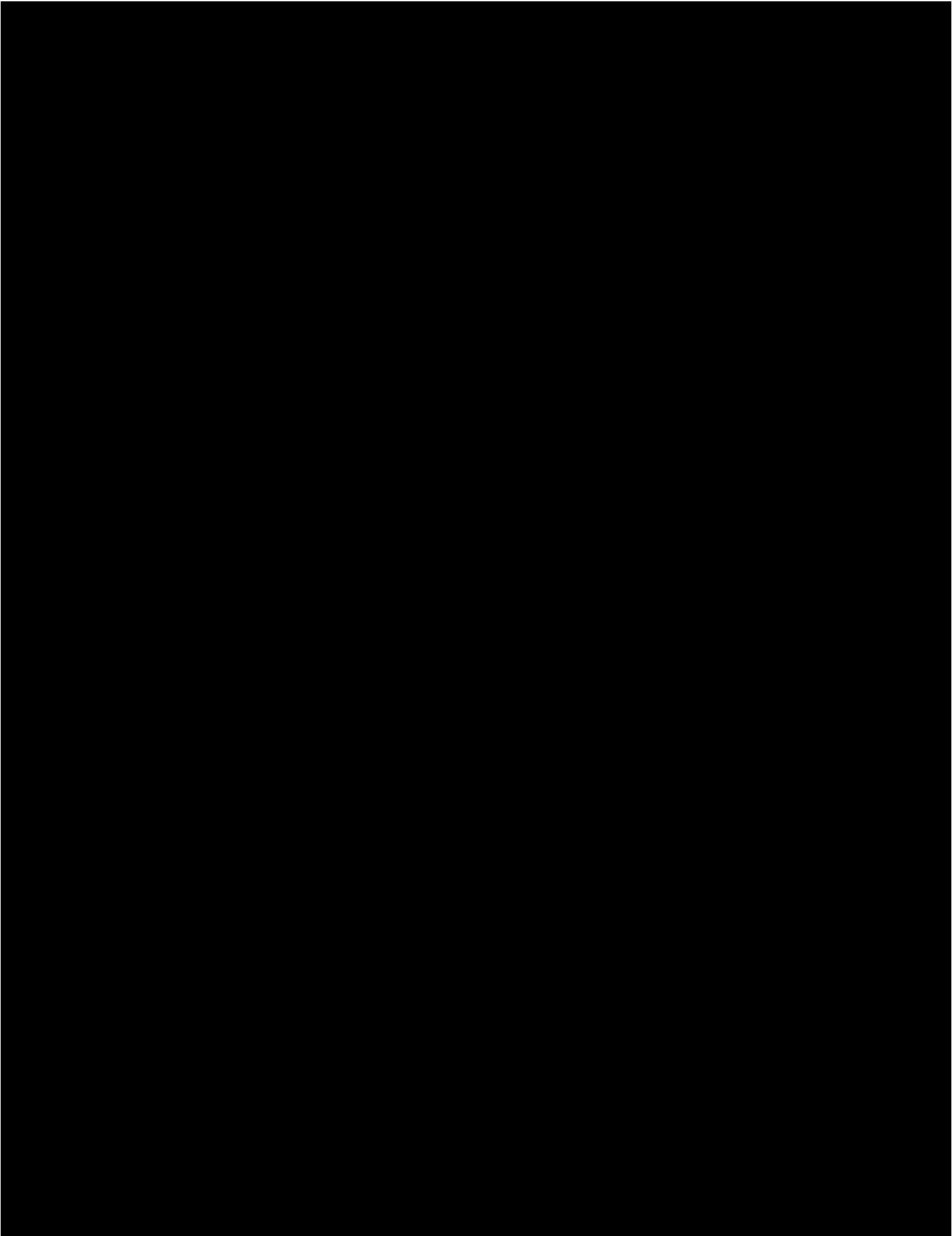


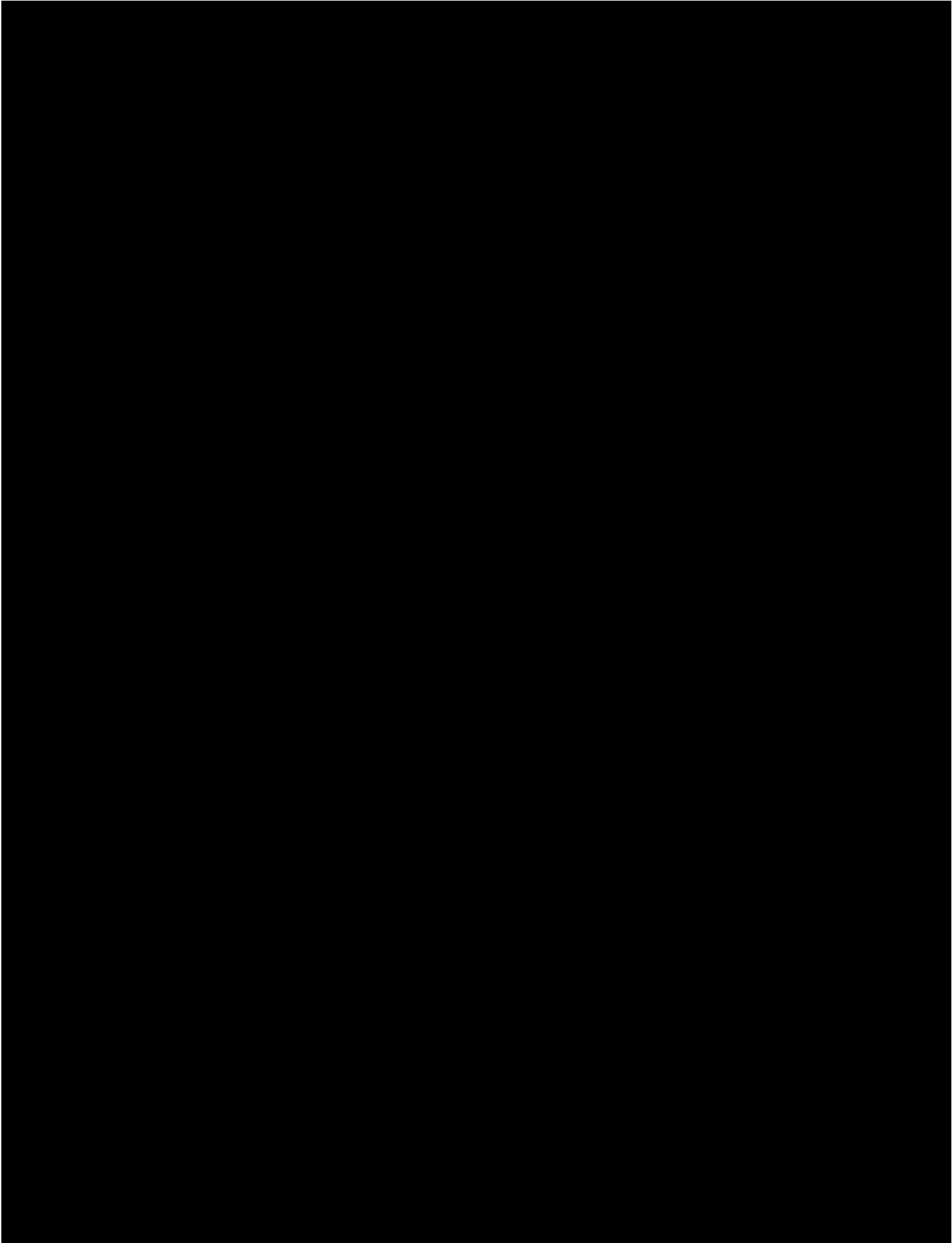


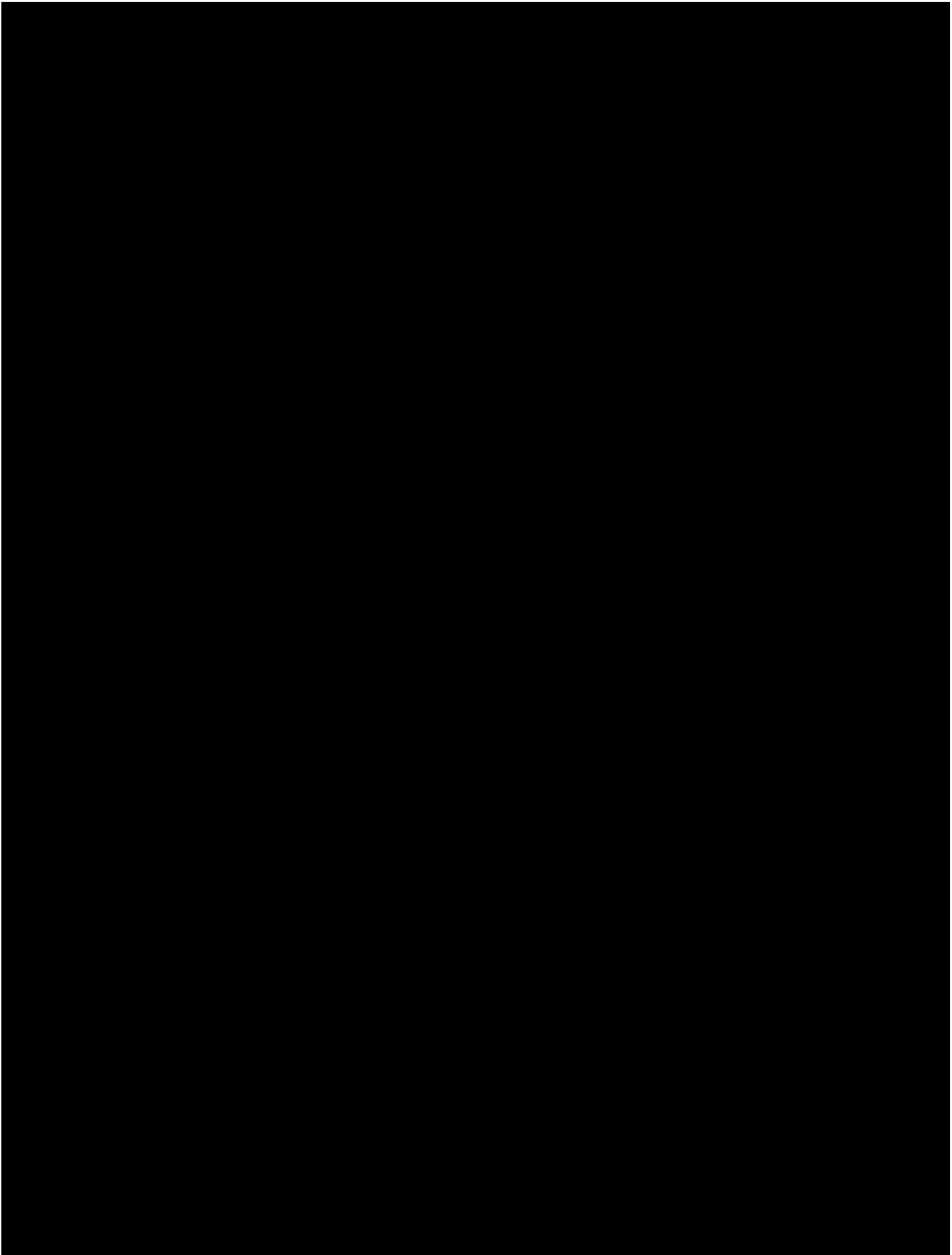


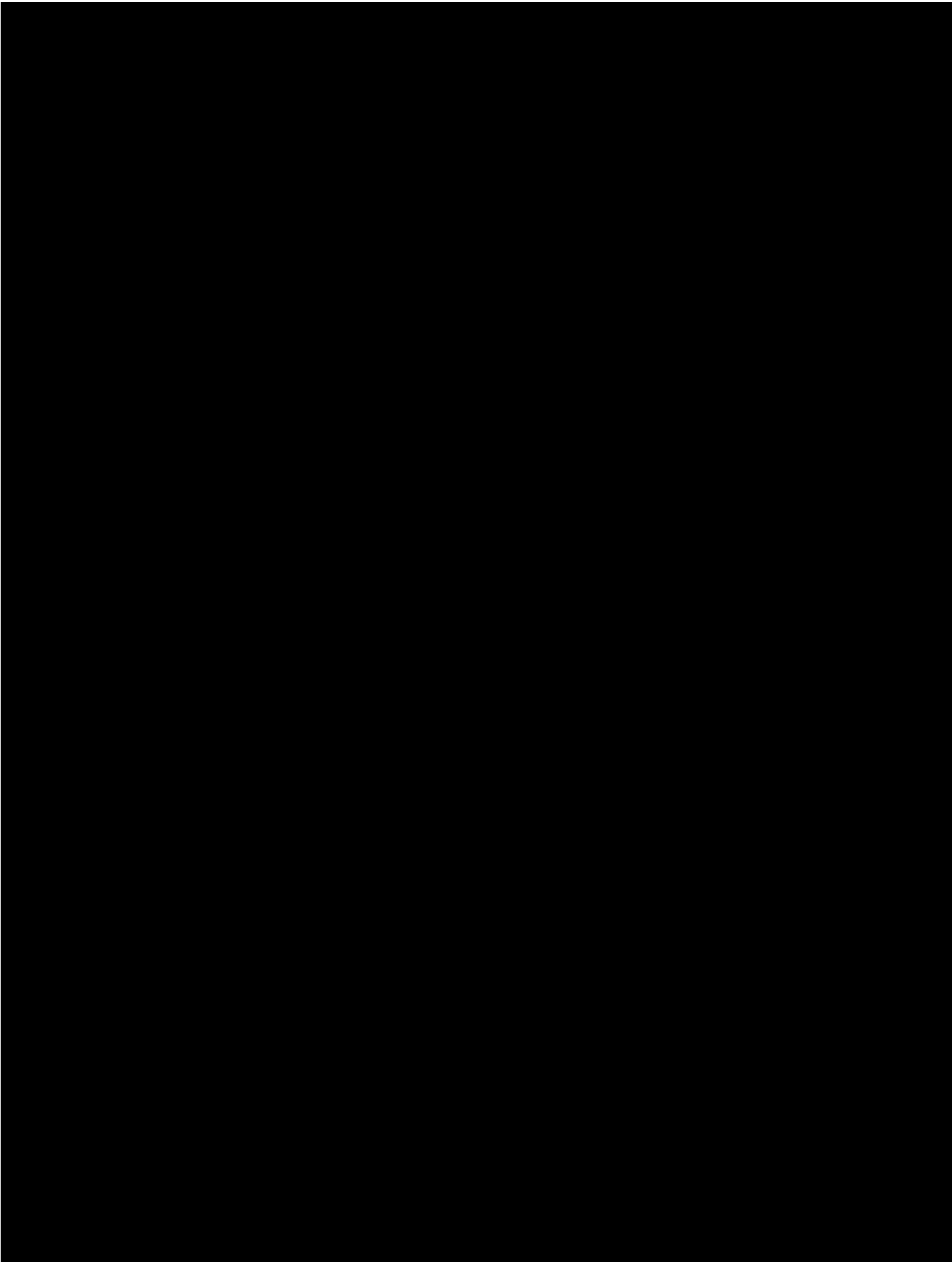


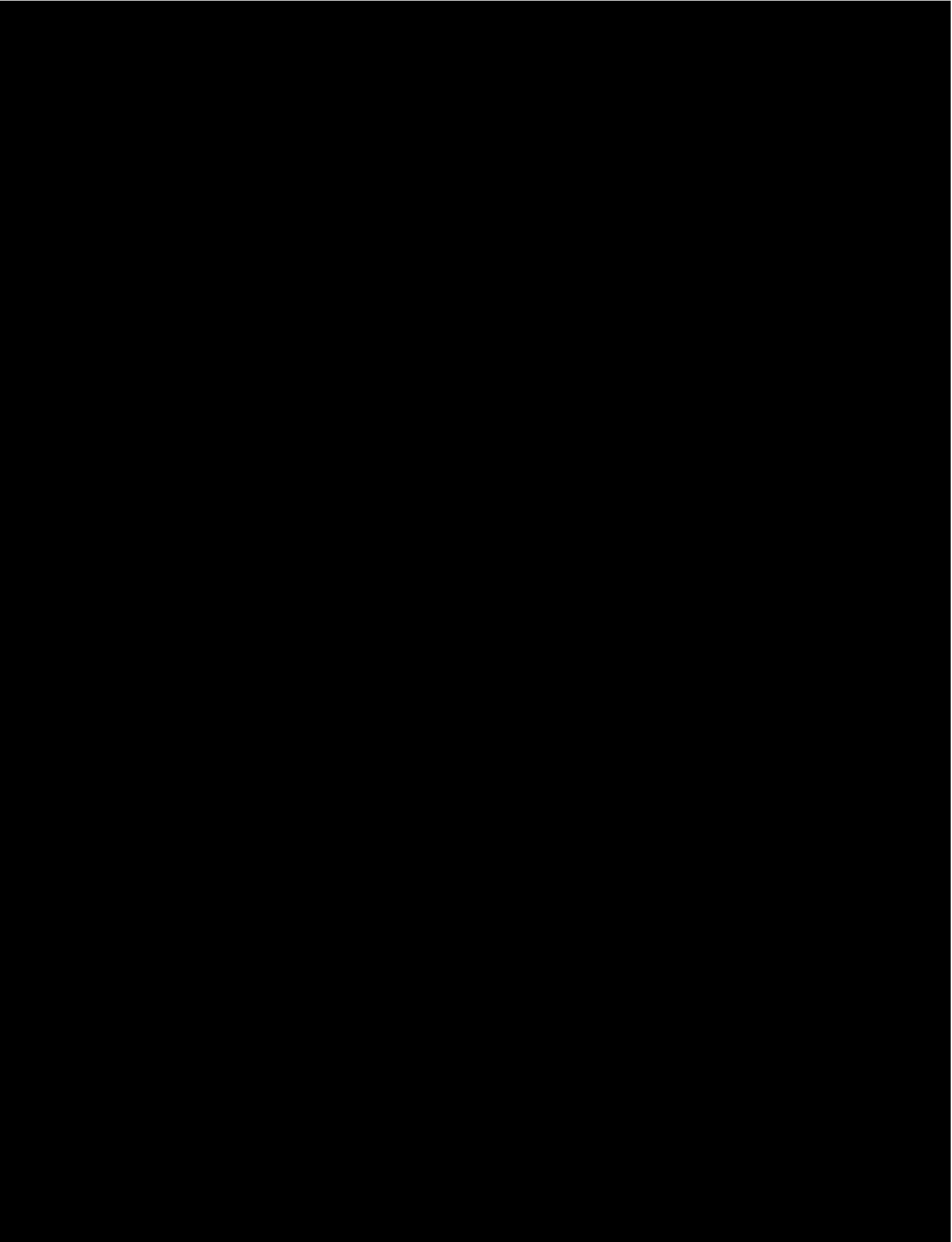


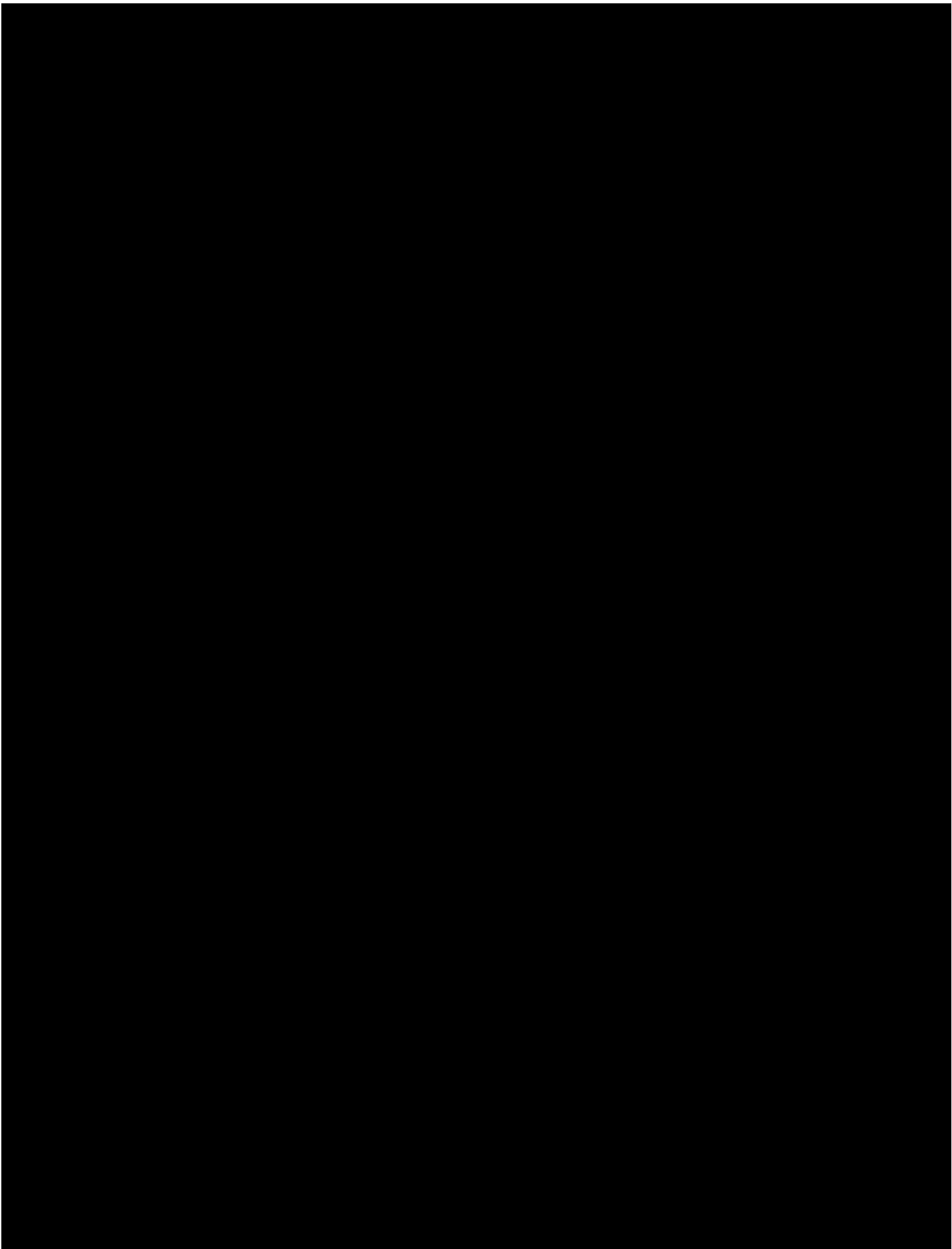


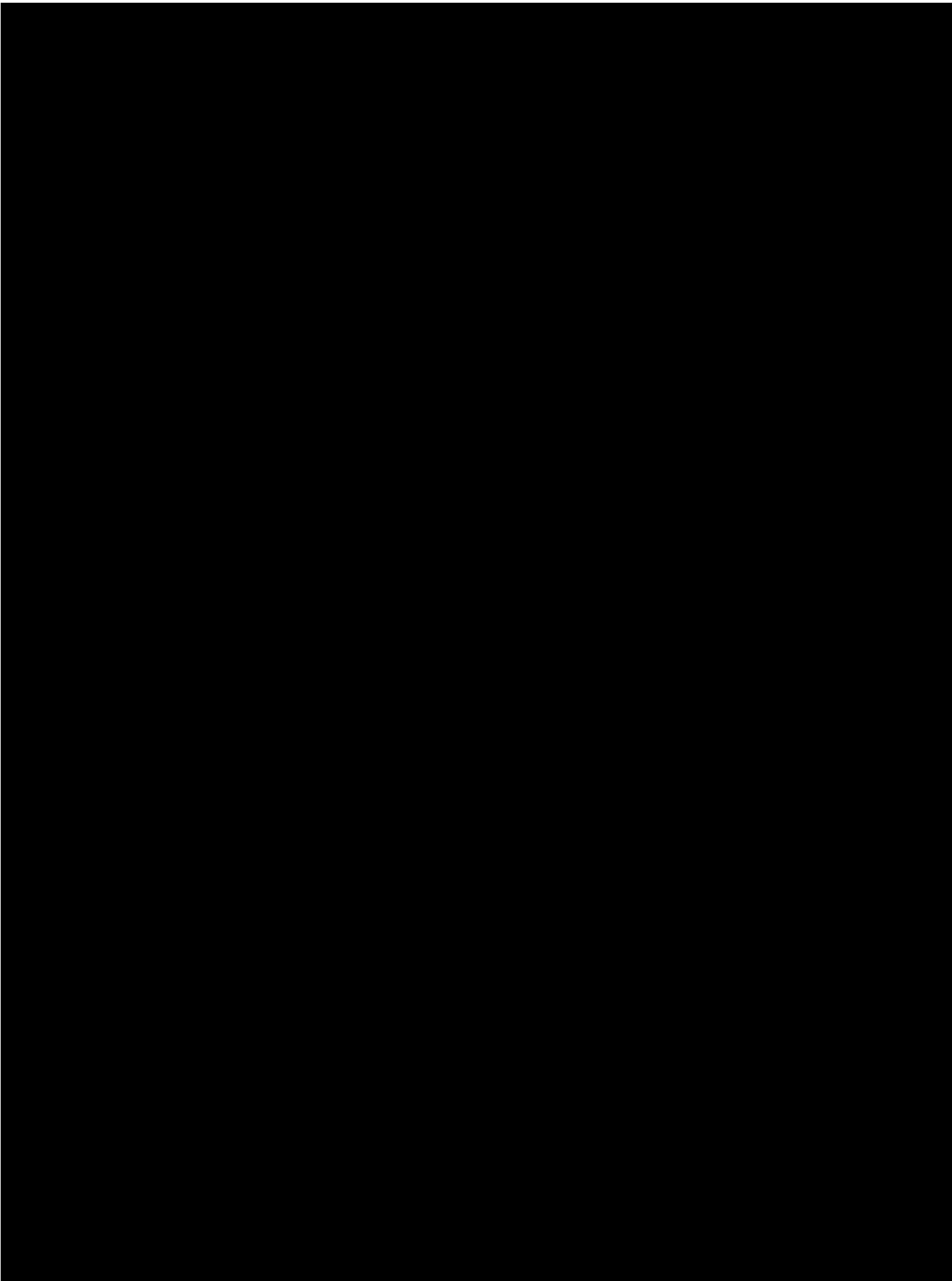


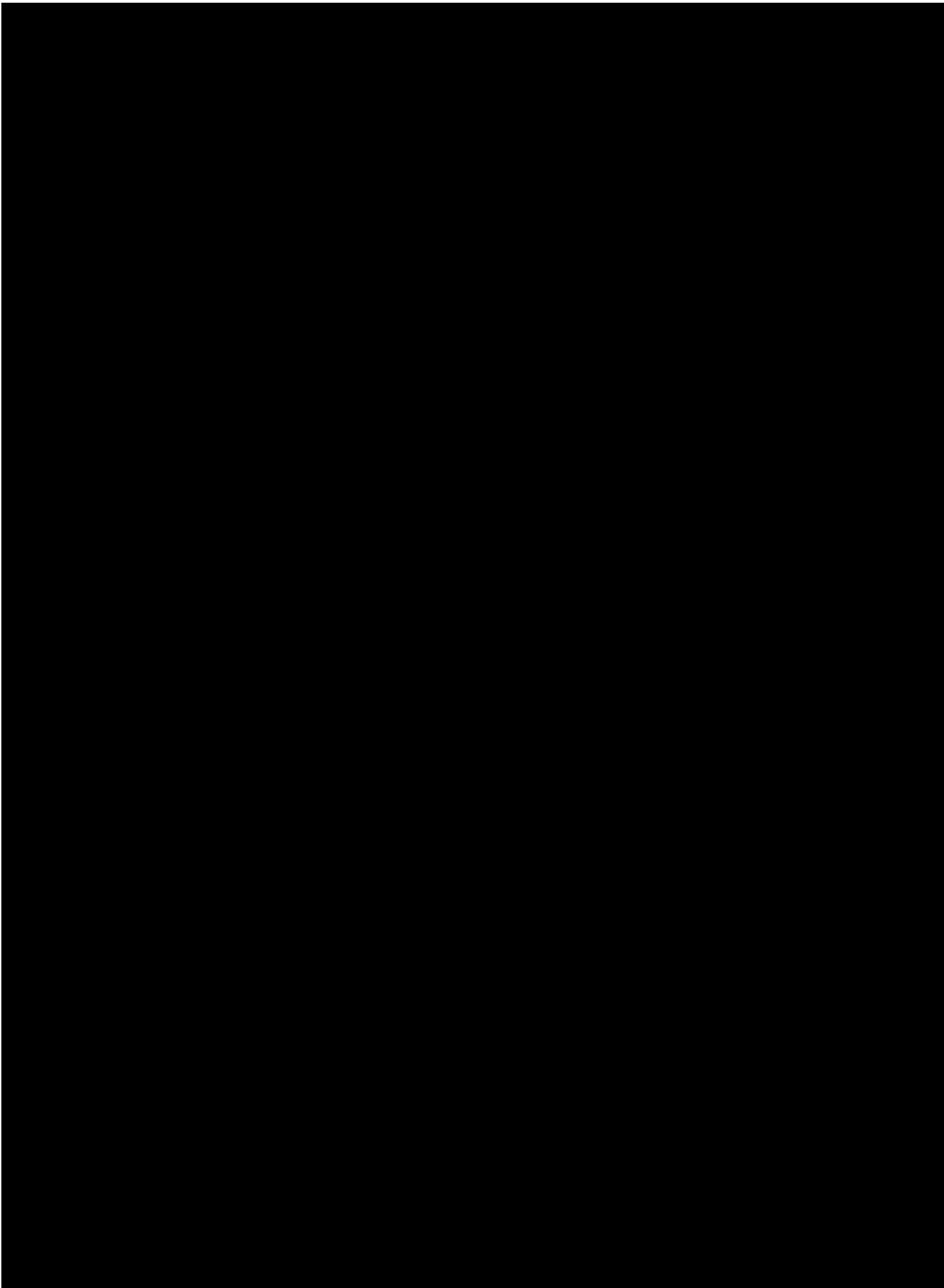


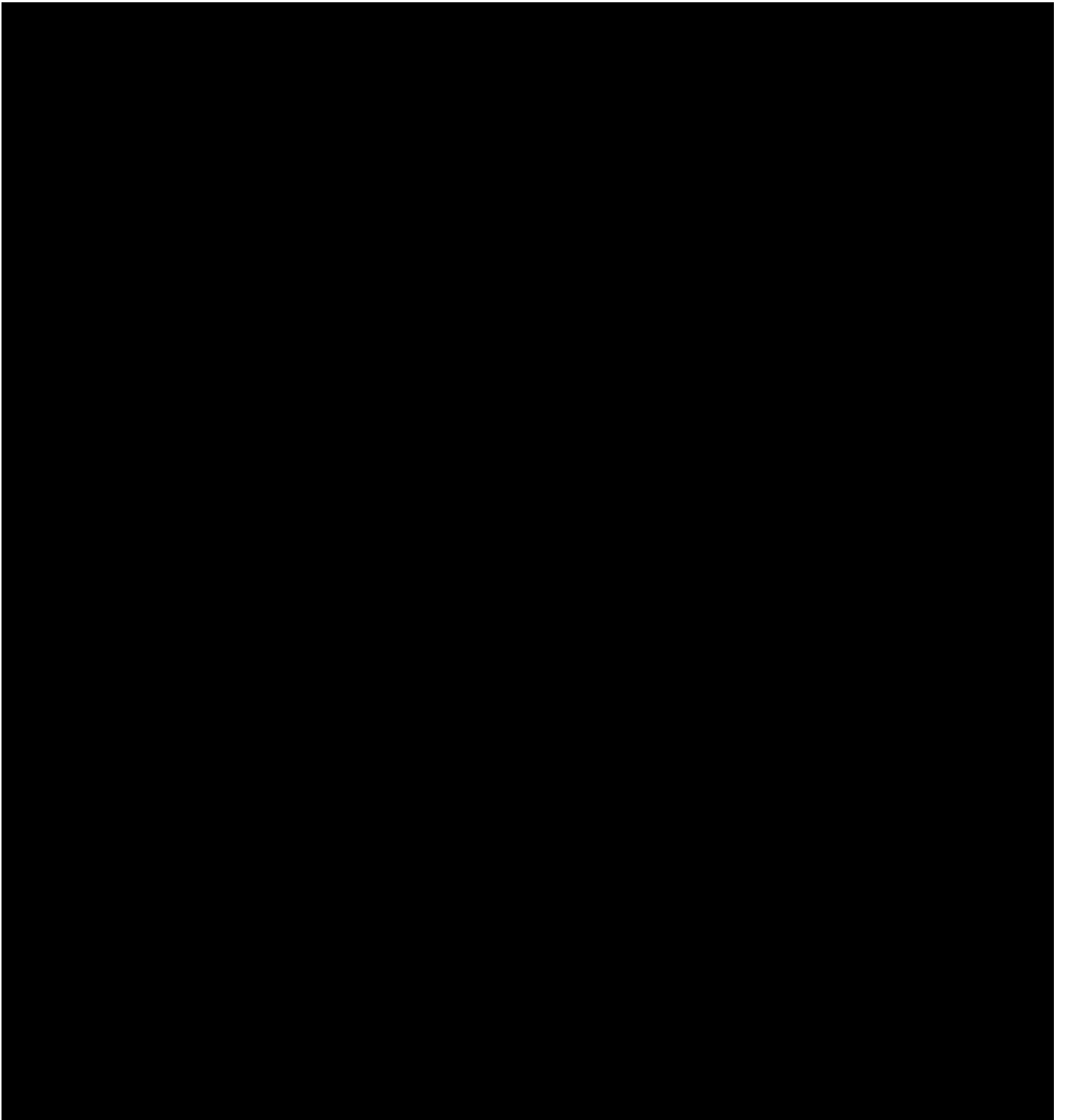


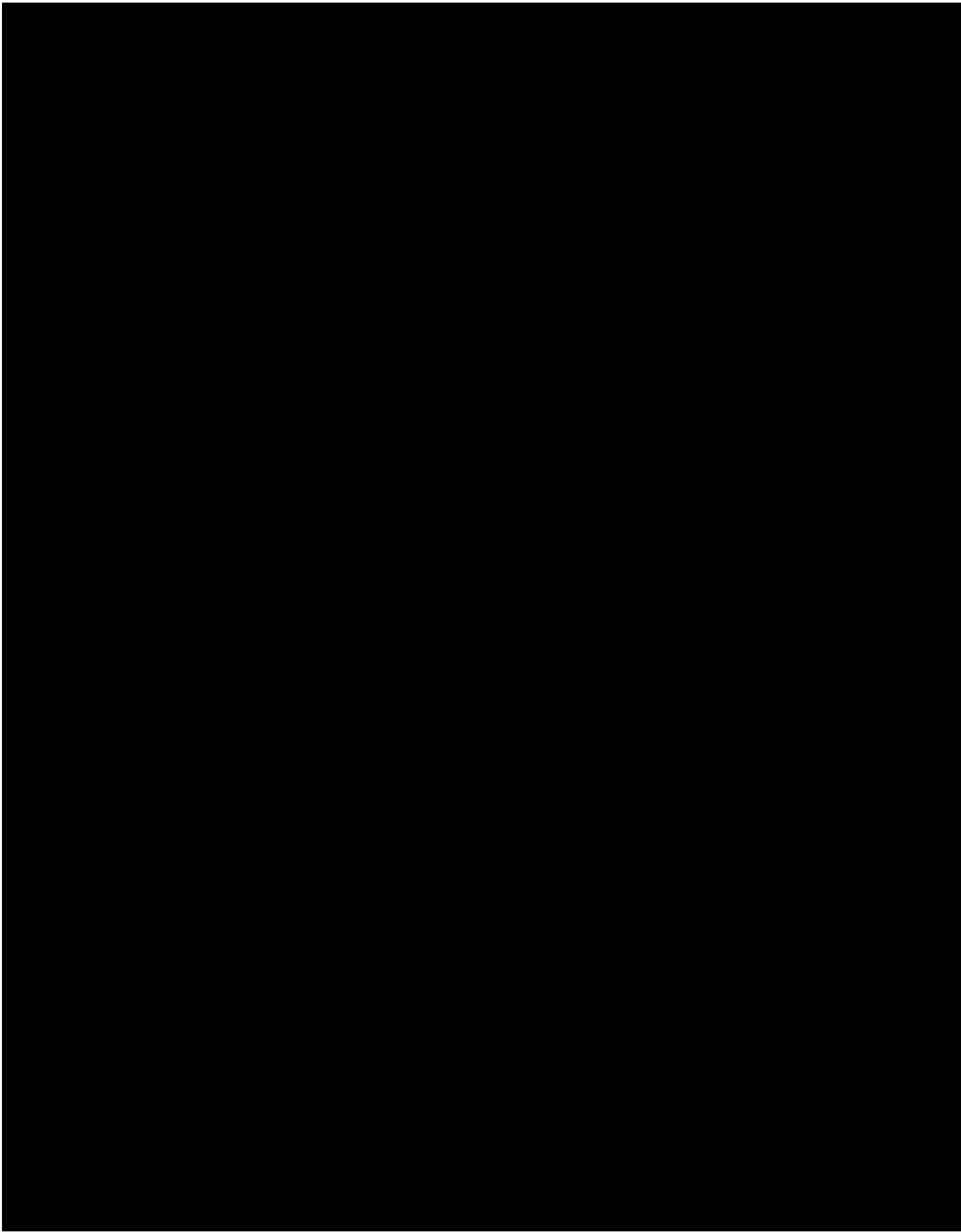


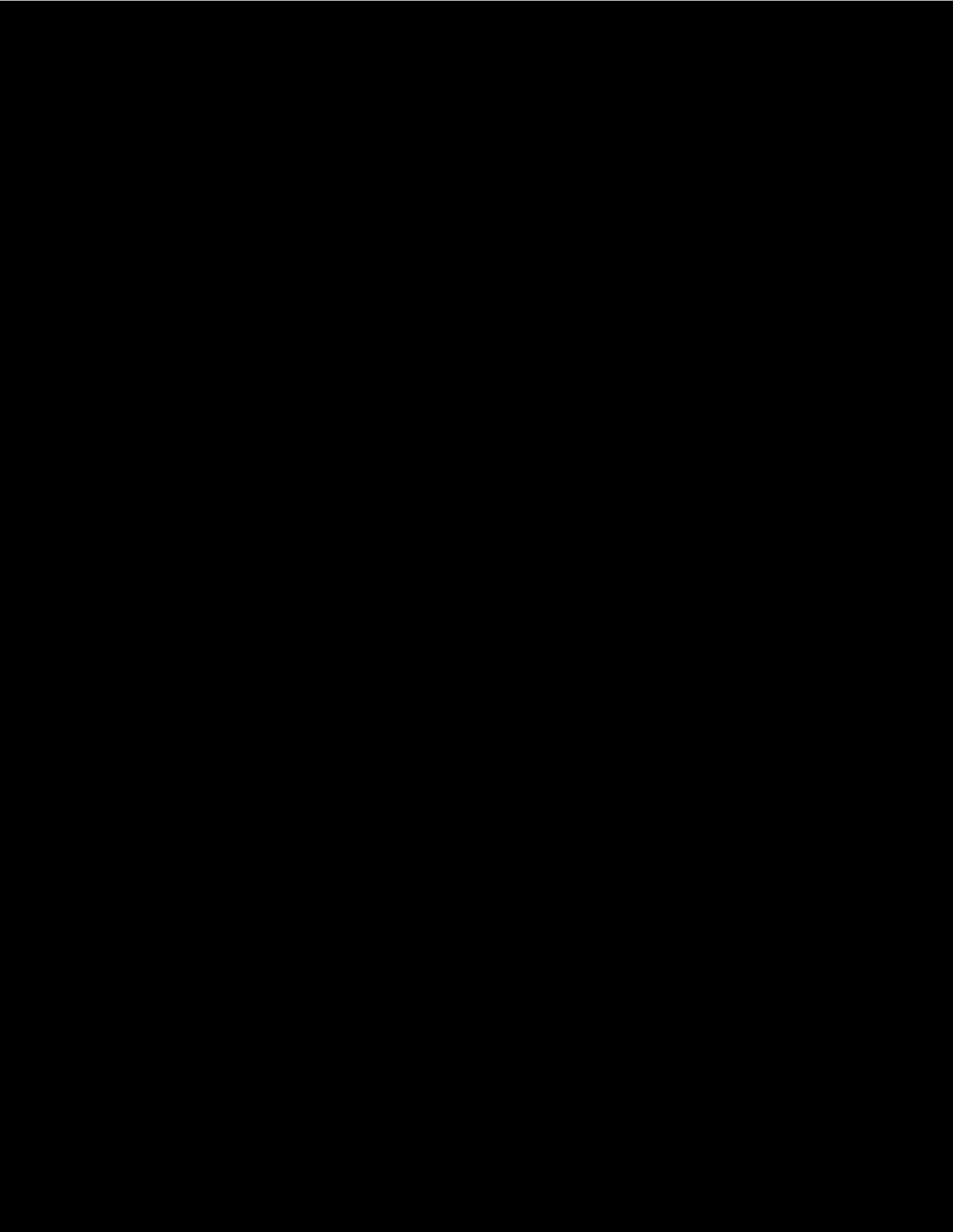


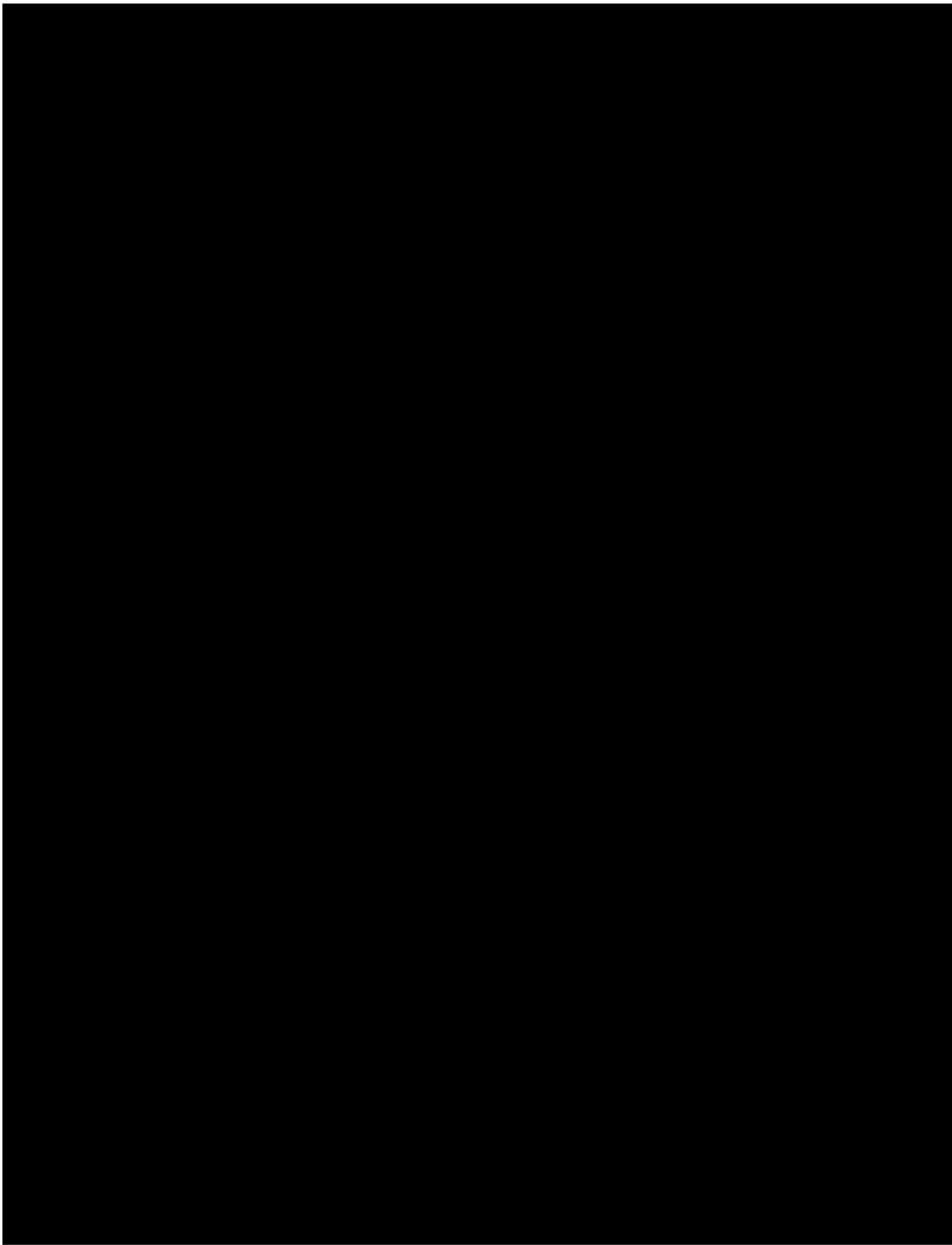


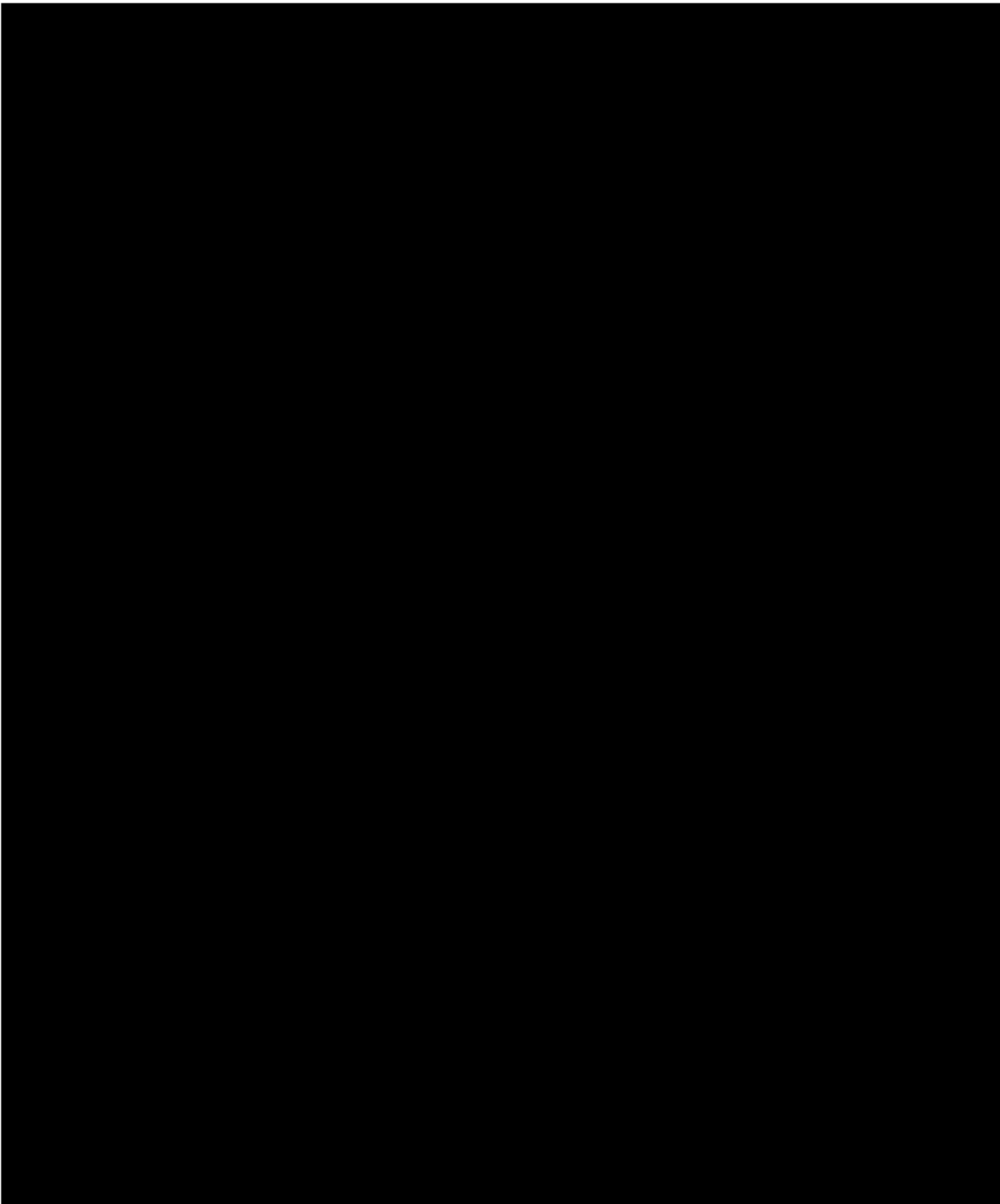












Annex 5 - Performance Management Framework and Key Performance Indicators

1. Performance Management Framework and Key Performance Indicators

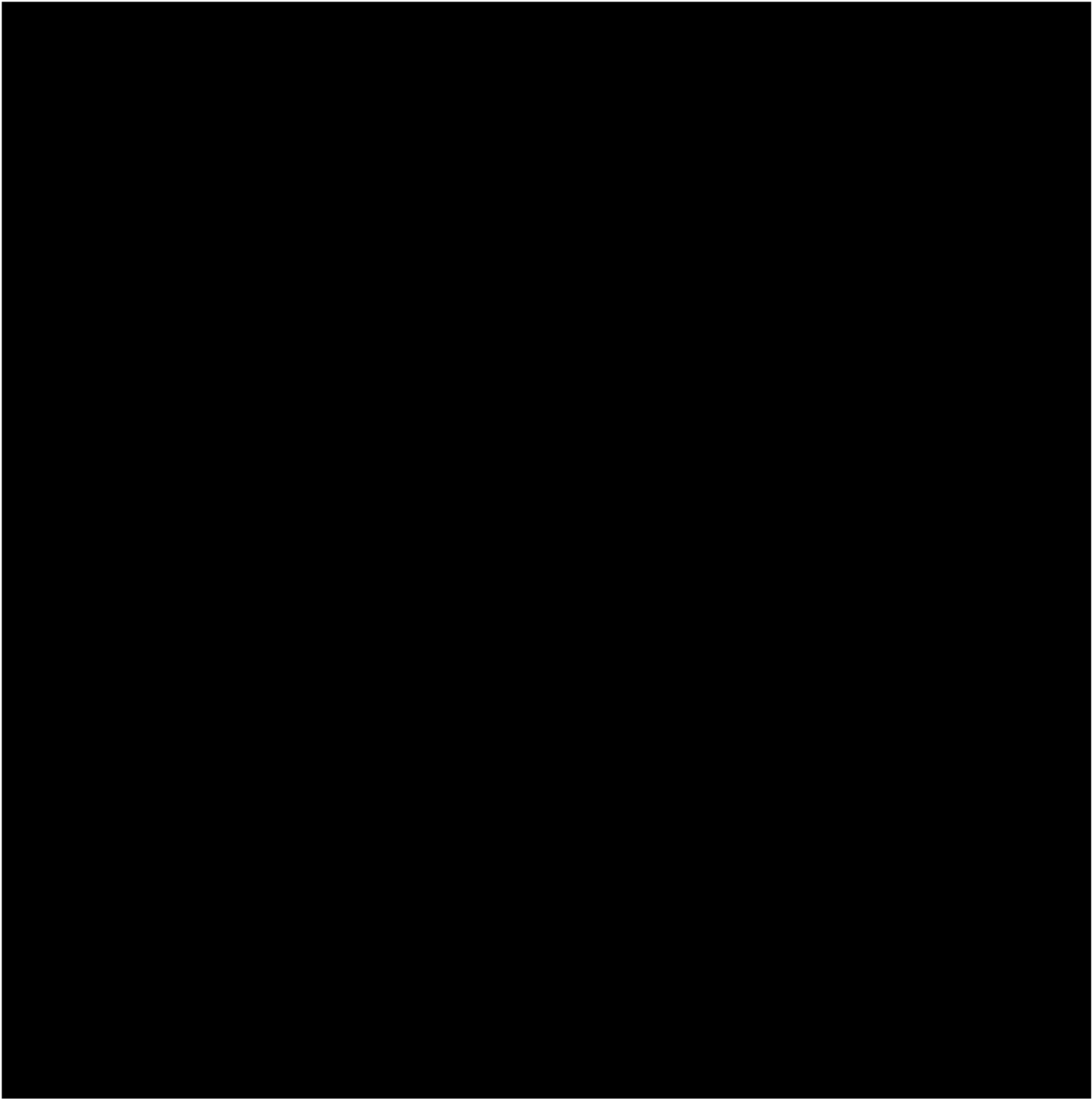
- 1.1. Overview of the PMF
- 1.2. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 1.3. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated and rectified for performance.
- 1.4. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
 - Contract Management
 - Delivery and Support
 - Quality of Service
- 1.5. The proposed KPIs for this Contract are set out at *Annex 6*. These will be included in the Contract and discussed in detail at the inception meeting.

2. Governance and Contract Management

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Within the first week of commencement of the Contract the successful Contractor will hold a conference call with the Authority's project lead. The Authority's project lead will contact the successful Contractor to set this up.
- 2.2. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at monthly Contract Meetings with the Authority; who will review this and make comments if any. The quality of the Service provided, and the successful Contractor's performance shall be discussed as part of these meetings. The successful Contractor shall be appropriately represented at the review meetings, which will be conducted in person or via teleconference due to Covid 19 or other social media as may be agreed with the Authority's representatives.
- 2.3. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical


way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.

- 2.4. The successful Contractor shall appoint a nominated person of appropriate grade to be the successful Contractor's Authorised Representative to manage the Service and to liaise with an official from the Authority as required. At any meeting, the Contractor's Authorised Representative shall be authorised to make critical decisions.
- 2.5. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.6. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.7. The Authority will be responsible for agreeing dates and drafting the agenda for and producing a note of the review meeting.
- 2.8. The Authority reserves the right to amend the existing KPI's detailed in *Annex 6* below or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.



Annex 7 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:

Dgc.gdpr@defra.gov.uk
3. The contact details of the Contractor Data Protection Officer are:

4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

