



Department  
for Environment  
Food & Rural Affairs

# Short Form Contract

## Contract for Research into Litter Composition, including Composition of Dropped Versus Binned

Contract Reference itt\_5319

March 2019

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# 1. Interpretation

## 1.1 In these terms and conditions:

Term	Description
“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor’s acceptance of the Award Letter via Bravo;
“Award Letter”	means the letter from the Customer to the Contractor printed above these terms and conditions;
“Bravo”	means the Customer’s electronic contract management system
“Central Government Body”	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:  Government Department;  Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);  Non-Ministerial Department; or  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;
“Contractor”	means the person named as Contractor in the Award Letter;
“Controller”	has the meaning given in the GDPR;

“Customer”	means the person identified in the letterhead of the Award Letter;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
“Data Protection Officer”	has the meaning given in the GDPR;
“Data Subject”	has the meaning given in the GDPR;
“Data Subject Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA 2018”	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;
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679);
“Information”	has the meaning given under section 84 of the FOIA;
[“Joint Controllers”	means where two or more Controllers jointly determine the purposes and means of processing.]

“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“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 Contractor 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 Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where applicable, the Customer’s procedures for the vetting of personnel as provided to the Contractor from time to time;
“Sub-processor”	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
“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 Contractor on receipt by the Customer of the Contractor's notification of acceptance via Bravo 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 Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor at any time request a variation to the scope of the Services. In the event that the Contractor 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 Contractor.

## 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 Contractor 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 Contractor 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 Contractor 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 Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor 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 Contractor, the Customer shall pay the Contractor 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 there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor 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.

- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
- 5.7.2 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 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, 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 Contractor under the Agreement (including any sum which the Contractor 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 Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor 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 Contractor 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 Contractor or the Staff shall be at the Contractor’s risk.
- 6.2 If the Contractor 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 Contractor shall vacate the Customer’s premises, remove the Contractor’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 Contractor 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 Contractor or any Staff, other than fair wear and tear.

- 6.3 If the Contractor 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 Contractor 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 Contractor's premises, the Contractor 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 Contractor 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 Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor 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 Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 7.1.3 require that the Contractor 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 Contractor shall comply with any such notice.
- 7.2 The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

## 9. Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor 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 Contractor to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or any Staff.

## **10. Governance and Records**

10.1. The Contractor 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 Contractor 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 Contractor 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 Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor'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 Contractor 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 Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.

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

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

13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

- a. receives a Data Subject Request (or purported Data Subject Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority;

- e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f. becomes aware of a Data Loss Event.
- 13.6. The Contractor's obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.
- 13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- a. the Customer with full details and copies of the complaint, communication or request;
  - b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d. assistance as requested by the Customer following any Data Loss Event;
  - e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- a. the Customer determines that the processing is not occasional;
  - b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer's designated auditor.

- 13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.
- 13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- a. notify the Customer in writing of the intended Sub-processor and processing;
  - b. obtain the written consent of the Customer;
  - c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
  - d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.
- 13.17. [Where the Parties include two or more Joint Controllers as identified in Schedule 1, in accordance with GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of Clauses 13.1 to 13.14 for the Personal Data in respect of which they are Joint Controllers.]

## 14. Liability

- 14.1 The Contractor 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 Contractor 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 Contractor; and
- 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor 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 Contractor's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

## 15. Force Majeure

- 15.1 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 Contractor 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 Contractor with immediate effect if the Contractor:
- 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 Contractor 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 Contractor (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 Contractor's assets or business, or if the Contractor 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 Contractor 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 Contractor 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 Contractor shall:
  - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor 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 Contractor 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 Contractor of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Contractor in the performance of its obligations under the Agreement.
- 17.2 The Contractor 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 Contractor 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 Contractor 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 Contractor shall supply the Services in accordance with the Customer's environmental policy as provided to the Contractor from time to time.
- 17.5 The Contractor 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 Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (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 Contractor 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 Contractor 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 Contractor 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

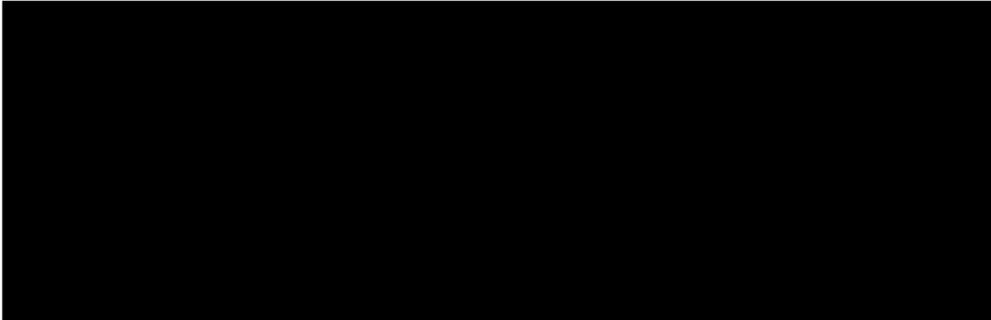
- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the 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

- 22.1 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.

# SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, 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 Customer at its absolute discretion.



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

Data Processing descriptor	Narrative
Identity of the Controller and Processor	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	

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

# Specification of Services

## Aim

The aim of the Project is to obtain, analyse and add value to data on litter composition, including composition of dropped versus binned litter, with data on brands of litter items as well as litter type.

The data required will inform policy development, particularly around extended producer responsibility and to assist the Litter Strategy for England.

It is expected that the final report from the research will be published by Defra.

## Scope

This project survey will cover all types of litter, not just packaging. The project will build on previous research and surveys of litter composition by providing an up to date assessment of composition and identifying in detail which litter items and brands are most likely to be: (i) dropped on the ground, (ii) go into a general public bin (and so into residual waste), (iii) go into a public recycling bin. Brand information will be collected in the survey but kept anonymised in any published report.

## Background

There is no recent data on litter composition. The last fairly exhaustive survey was in 2014 and no data was collected on how composition varies between binned (mixed residual waste), binned (recycling) and dropped litter and across brands of litter.

National and local government needs this information to help development of policy on Extended Producer Responsibility, support the [National Litter Strategy](#) and the national anti-litter behaviour change.

## Objectives

- i) Improve the understanding of the most commonly dropped types of litter items and brands. For example, are some types and brands of food packaging more likely to be littered than others, even after taking account of volumes placed on market and market share? Do variables such as site cleanliness ('NI 195' basis), location or deprivation affect this? Note brand information would be collected in the survey but kept anonymised in any published report.
- ii) Providing a better understanding of the difference between binned and dropped litter, e.g. are some types of item and brands significantly more likely to be dropped, as opposed to binned, than others? Again, do variables such as site cleanliness ('NI 195' basis), location or deprivation affect this? Again, brand information would be kept anonymised in any published report.

- iii) Giving a better assessment of the impact of public recycling bins in reducing litter, (e.g. are commonly littered items going into these? Or is it mainly just general household waste items? What sort of bins, if any, are available nearby? What is the bin design and what information is displayed on the bin about what is to go in it? What is the land around the bin used for? Are there 'events' in the area which might affect what goes into a bin on any given day?

### **Approach and Methodology**

Researchers will need to do adequate field work to gather the required data. This will include surveying a sufficient number of sites to obtain robust data on cleanliness assessments and litter counts, including within bins.

The following data will need to be provided:

- (a) A precise geo reference of every site or transect surveyed;
- (b) LSOA (lower super output area marker) of every site or transect;
- (c) An assessment of the litter site cleanliness grade for every site or transect.

This system for classifying site cleanliness uses a grading system based on the same principles used in Defra's Code of Practice on Litter and Refuse. The grades are A, B, C and D, with grades B and above being classed as 'acceptable'. Three additional intermediary grades have been added to provide greater granularity to the data.

Litter site cleanliness grades:

- A None of the issues present
- B+ In between A and B
- B Predominantly free with some minor instances of the issue\*
- B- In between B and C
- C Widespread with some accumulations of the issue
- C- In between C and D
- D Heavily affected by the issue

The additional grades are B+, B- and C-, with grades B- and below being a fail.

\*B is the grade that councils have to at least reach to meet the legal standard. Additionally, within each site or transect, counts of litter items will be made, with breakdowns into the following categories:

- (d) A record of the following litter item groups present at each site or transect and within each bin surveyed;

Confectionary packs, non-alcoholic drinks related, fast-food related, snack packs, other packaging, alcoholic drinks related, vehicle parts, discarded food/drink, plastic bags, other.

(e) Counts of individual types of litter, present at each site or transect and within each bin surveyed, as follows:

- Non-alcoholic drinks disaggregated into cans, plastic and glass bottles, (small and large bottles also recorded separately);
- Fast food related snack packs disaggregated between sandwich packaging, take away boxes, takeaway trays, crisp packets;
- Confectionary packaging, disaggregated between chocolates, sweets, other;
- Coffee cups;
- Other containers for hot drinks;
- Containers for cold drinks other than bottles;
- Plastic cutlery;
- Plastic bags;
- Paper bags;
- Napkins;
- Cardboard boxes;
- Newspapers;
- Magazines;
- Other paper litter, e.g. ATM receipts;
- General litter (other);
- Unsure

Ensuring that all entries within the first **three** categories above (i.e. non-alcoholic drinks, fast food related snack packs and confectionary packaging) are disaggregated by brand where possible.

### Deliverables and Timetable

<i>Inception Meeting</i>	Inception meeting with the project steering group and supplier.	w/c 13 <sup>th</sup> March 2019
<i>Progress updates</i>	Fortnightly teleconference/phone call to update the Defra Project Officer on progress, with steering group participation if required technically.	Fortnightly or as issues arise.
<i>Data analysis and outputs</i>	Data collection, collation and analysis.	Ongoing throughout project
Deliverable 1 <i>Interim Report</i>	Brief interim report that covers methods, progress and issues to date.	w/c 22 <sup>nd</sup> April 2019
Deliverable 2 <i>Draft final report</i>	Draft final report to include all outputs and supporting text. To be provided by e-mail to the Defra Project Officer	Friday 14 <sup>th</sup> June 2019

<p>Deliverable 3</p> <p><i>Final Report</i></p>	<p>Final report, incorporating comments from the steering group on the draft report.</p> <p>The report will include full analysis of the results, with narrative also covering any interesting findings.</p> <p>Any supporting spreadsheets will be provided.</p> <p>To be provided by e-mail to the Defra Project Officer.</p>	<p>w/c 24<sup>th</sup> June 2019 or within one week of receipt of Defra's comments, whichever is the later.</p>
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**Financial Arrangement:** The Contractor will be paid by invoice following satisfactory completion of deliverables 1 and 3, as set out above.

## Keep Britain Tidy Responses

### E01 Understanding of the specification of requirements

Keep Britain Tidy is the leading experts in the UK for the delivery of Local Environmental Quality Assessments. All of the work we undertake is supported by researched knowledge and our surveys help us look at the issues, growing trends and give baseline figures that show increases or decreases in litter and related environmental quality activity.

Keep Britain Tidy developed the Code of Practice on Litter and Refuse on behalf of the Department for Environment, Food and Rural Affairs (Defra), developing the grading system used within the code of practice to enable monitoring of the statutory duties based on levels of cleanliness.

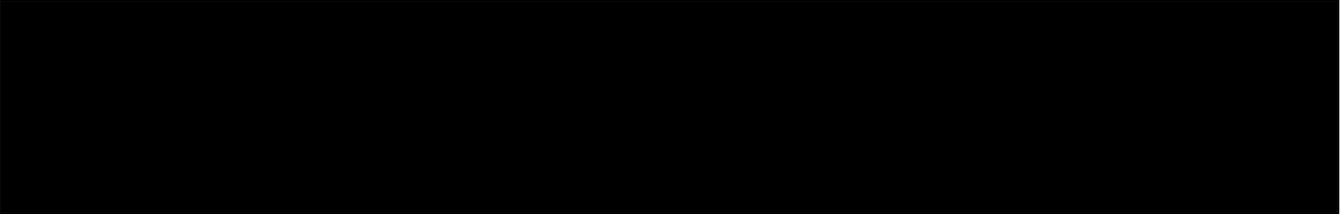
For over 15 years, Keep Britain Tidy led on the only national annual survey of England, providing a year on year report on the standard of cleanliness across England. The Local Environmental Quality Survey of England (LEQSE) was developed and undertaken on behalf of the Department for Environment, Food and Rural Affairs (Defra) from 2001-2015 using the same principle grading system set out in the Code of Practice on Litter and Refuse.

Using the principals and methodology developed for LEQSE, Keep Britain Tidy developed both the BV199 and subsequently NI195 indicators for Government. These performance indicators were used by Local Authorities as management tools to attain standards relating to local environmental quality, as well as providing useful data for Government to assess Local Authority performance. Keep Britain Tidy collected both the BV199 and NI195 returns from Local Authorities, providing them with a system to support data collection. This system still exists and has been developed into an online system, LEQS Pro which

both Keep Britain Tidy and Local Authorities use to store data and produce reports on standard of cleanliness.

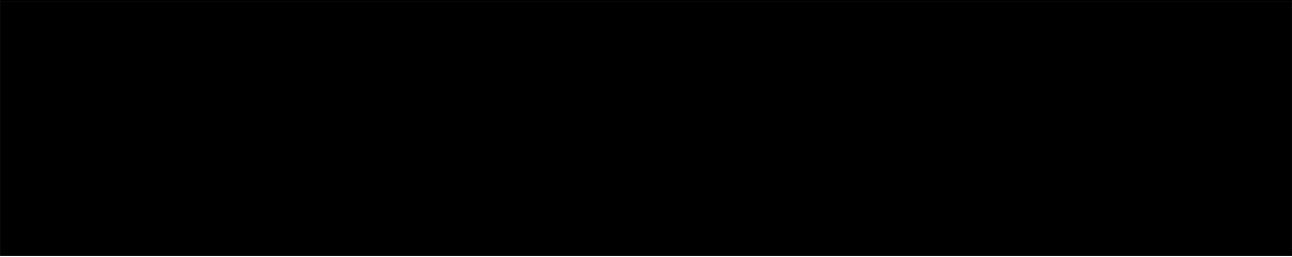
As well as developing the methodologies, Keep Britain Tidy has significant experience in carrying out Local Environmental Quality assessments and strives to provide real value to any organisation with which we are engaged. As well as carry out the LEQSE annually, Keep Britain Tidy has carried out local environmental quality surveys for Local Authorities and land managers for over 25 years. As such we feel we are uniquely placed to provide the industry expertise in this area.

The survey project will cover all types of litter and not just focus on the packaging. The littered items will be recorded on the surveyed sites including dropped on the ground, in the general public bin where releant and into recycling bins. The litter survey is based upon the methodologies developed by Keep Britain Tidy; we feel that this unique experience will enable us to deliver the survey with the highest possible level of skill and ability, provide Defra with complete faith and assurance to the quality of the survey results.



We believe there are a number of benefits of using Keep Britain Tidy and differences between Keep Britain Tidy and other providers of local environment quality surveys which make us unique and able to provide added value as follows:

- Keep Britain Tidy is the UK leading experts in Local Environmental Quality Surveys. They have experience on delivering statically robust surveys and already has a system in place that meets the requirements of the roadside litter survey
- Keep Britain Tidy has a dedicated team of experienced assessors with a wealth of experience of conducting similar surveys. This allows us to be able to provide a dedicated team to anywhere across England with minimal notice. All of our surveyors have long terms experience of undertaking such exercises. The team is made up of full time staff and staff held on retainers. They undergo rigorous refresher training regularly
- As part of the project Defra will be able to access the LEQs Pro system through the duration of the project to check progress and review data that is uploaded
- GPS tagging and additional reporting – Utilising our hand held PDA approach Keep Britain Tidy are able to GPS tag all survey locations in real time. This will allow Defra to visually assess the survey location and interrogate the data as required. Utilising the GPS tagging, Keep Britain Tidy are uniquely able to provide a range of services within its LEQS Pro system, including:
  - Boundary Mapping – which allows for the comparison of performance across Council / ward boundaries;
  - Data Interrogation – the ability to sort data in a map format by grade, quantity, land uses, etc;
  - Heat Mapping – Keep Britain Tidy are able to colour code grading in order to visually show performance across geographical areas, land uses and grading elements. This allows for the ability to target high and low performing areas.
- Keep Britain Tidy is a not for profit organisation, therefore all income that is generated through working on behalf of organisations is invested back into the company to deliver further on the objectives of improving the quality of local environments in England.



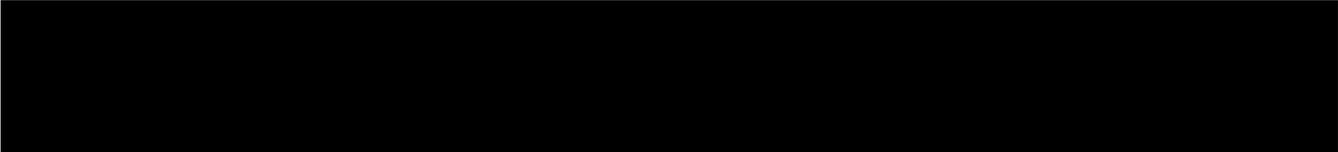
## E02 Methodology

The aim of this research is to obtain, analyse and add value to data on litter composition, including composition of dropped versus binned litter, with data on brands of litter items as well as litter type.

The objectives of this research are to:

- 1) Collect data on the most commonly dropped types of litter items and brands, alongside variables such as site cleanliness, location and deprivation;
- 2) Provide a better understanding of the difference between binned and dropped litter, for example when considering brands, location and deprivation; and
- 3) Give a better assessment of the impact of public recycling bins in reducing litter.

### **Proposed methodology**



Keep Britain Tidy has based the following methodology on our previous experience of similar survey exercises and are the leading experts in the UK for the delivery of Local Environmental Quality assessments. Keep Britain Tidy have all the processes, systems and I.T capabilities in place through its current delivery of surveys. Our approach is split into the following steps and this will form the Project Plan:

- Sampling and mapping
- Planning the survey and waste composition analysis sample into a timetabled survey schedule
- Planning the logistics for the survey and waste composition analysis
- Creating survey forms
- Carrying out the survey
- Quality assurance
- Survey output

[REDACTED]

We have adapted this sampling methodology to ensure that it is able to robustly capture a range of land use types, alongside geographical location, site cleanliness and Indices of Multiple Deprivation (IMD) ranking. Land use type is an important consideration in this research, as the provision of general waste/recycling bins at sites, and the composition of waste collected in these, is likely to vary according to the primary use of sites (e.g. main retail and commercial areas compared to recreation areas). The standard LEQSE sampling methodology randomly selects transects for surveying within Lower Layer Super Output Areas (LSOAs), whereas this research will deliberately select transects within the LSOA to represent a range of land use types.

- [REDACTED]
- 1) Regional strata – This splits England into the nine regions<sup>[1]</sup> to ensure that the sample is nationally representative and can generate findings at a regional level. The sample of sites within each region will be proportionate according to the total number of Lower Layer Super Output Areas (LSOAs) nationally and in each region, which will be proportionately selected from the local authority areas selected in the second step of the stratified sample.

[REDACTED] Local authority strata – [REDACTED]

- 3) Lower Layer Super Output Area (LSOA) strata – The LSOAs within each local authority will be ranked according to the Indices of Multiple Deprivation (IMD), splitting the ranked list into six even groups. Within each of the six groups, six LSOAs will then be randomly selected. This will help to ensure that all levels of deprivation are represented in the dataset.
- 4) Selection of survey sites (50m transects) - Once the LSOAs have been sampled, eight sites will be selected per LSOA (900 in total for the litter surveying and 504 for the waste composition analysis) using Geographical Information System (GIS) software. These sites will be selected to represent a range of land use types. Four geographic points are selected within each LSOA and then two sites at each of these points are surveyed. This is done for practical reasons, as surveyors are required to work in pairs for health and safety reasons. Where it is not possible or safe to gather the survey information at the geographic point selected, surveyors select the nearest appropriate site.

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<sup>[1]</sup> East Midlands, East of England, London, North East, North West, South East, South West, West Midlands, and Yorkshire and Humberside.

## Planning the survey sample into a timetabled survey schedule

Once the survey sample is produced, each Local Authority will be planned into a survey schedule.

## Planning the logistics for the survey

Once the survey schedule is set and the teams assigned. Each team will get their schedule with the transects mapped. Each team will have a lead surveyor assigned. This surveyor will be responsible for mapping the route for data collection per day, the route will be mapped to be as efficient as possible to survey each of the transects within the Local Authorities. Prior to survey, one hire car per team will be assigned for the week, hotels will be booked in appropriate locations for four nights of the week to ensure the survey can be completed as quickly as possible.

## Creating a survey form

Using our LEQS Pro survey system a survey form will be created that will collect litter data in the following format:

- Geo reference
- LSOA code
- Local Authority name
- Land use type
- LEQs grade<sup>1</sup>
- Litter types present
- Litter counts for all litter types (note that this includes all litter categories specified on page 20 of the *Research into Litter Composition, including Composition of Dropped Versus Binned Litter and Brands of Litter Items* (ref. ITT\_531) invitation to tender, as well as other litter types such as 'smoking related materials'. We recommend counting all litter types in this research to provide a most holistic understanding of litter composition)
- Brand names and counts for non-alcoholic drinks, fast food related snack packs and confectionary packaging litter
- Number and design of general waste bins present
- Number and design of recycling bins present (these will be disaggregated according to waste stream where relevant)
- Photo upload and site and bins present.

Any additional information can be added to this survey format within reason within the scope of the project if required.

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<sup>1</sup> This will use the LEQSE grading system, which is based on the same principles used in Defra's *Code of Practice on Litter and Refuse*. The grades are A, B+, B, B-, C, C- and D.

## Carrying out the survey

Trained surveyors will undertake the survey in pairs in line with our internal quality assurance procedures. Surveyors are quality assured to ensure that they are working in line with the assessment guidance in terms of planning and delivery of the grading system. By working in pairs surveyors are able to calibrate one another's grading to ensure a consistent approach is taken to grading throughout the area, to provide assurances to the quality of the data. In addition, KBT feel working in pairs can speed up the surveying process and provide additional assurances in terms of health and safety concerns, assisting us in providing the borough with the 'Best Value' solution possible.

The surveys will be carried out by two surveyors. Each transect will be plotted on a map. When undertaking surveys, all results and grades that we gather are entered into a handheld PDA (personal digital assistant) and uploaded directly to our internal databases. This provides us with the ability to GPS and time-stamp each survey that we undertake.

Keep Britain Tidy will input all survey data, including a grade for each site, directly using handheld PDA's which upload data directly to the main internal database, held on our survey system LEQS Pro. LEQS Pro will output raw data in MS Excel databases and also produces automated reports. The PDA's have inbuilt quality assurance checks to ensure data is of the highest quality. Due to the large amounts of data we process via other work streams, including national Local Environmental Quality assessments, Keep Britain Tidy has a skilled technical team that will be involved in data input analysis and quality assurance. This experience will be invaluable to ensure the integrity of the data analysed. We will ensure that all collected data undergoes a process of careful review via automatic and manual checking. Due to the nature of the data we will collect through this project we are confident our internal models will be more than sufficient to ensure the integrity of the data.

When the surveyors arrive at the start of each transect the survey form will be completed and the geo reference will automatically be attributed within the PDA. The data that is collected via the form is automatically uploaded to the LEQS Pro system and stored.

The information gathered will be as follows:

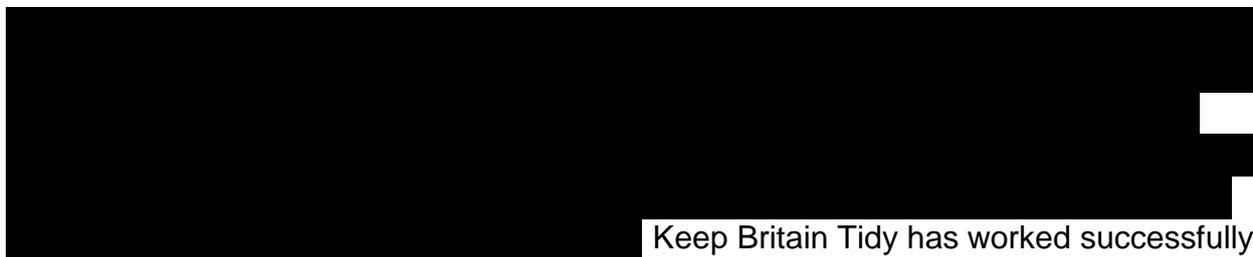
- Date & Time (of the survey)
- Surveyor ID
- Transect Location (road name/number)
- From & To (Transect start and end points)
- Description of the transect
- GIS co-ordinates
- Litter Grade
- Litter count and brand of littered item

The survey will use the four principal grades as defined in the Code of Practice (CoPLR) on Litter and Refuse. Keep Britain Tidy also use intermediate grades that helps to provide more details analysis, these grades are B+, B- and C-. Keep Britain could also collect these grades if Defra would like a richer data set.

Grade	Description
A	None Present
B	Predominately free with some minor instances
C	Widespread with some accumulations
D	Heavily Affected

The CoPLR (2006) applies to England only and provides the standards to which duty bodies must maintain their land with regard to Litter (and refuse) and Detritus. The Code of Practice on Litter and Refuse is issued under section 89(7) of the Environmental Protection Act 1990. Each survey transect will be 500 metres long, extending the whole width of the highway from backline to backline, or backline to central reservation. It will include footways, road channels, carriageways, pedestrian refuges, splitter islands and central reservations up to the mid-point. All transects will be 500 metres in length, with the exception of slip roads which will be 250 metres in length.

### **Waste composition analysis**



Keep Britain Tidy has worked successfully with local authorities to set aside bags of waste for analysis in previous projects. The bags of rubbish will be collected from each local authority by couriers arranged by Keep Britain Tidy and transported to a central location for analysis. Again, Keep Britain Tidy has successfully used this approach in other projects. Trained surveyors will undertake the waste composition analysis in pairs. Based on previous experience, a pair of surveyors can analyse 60kg of waste per day, or approximately 20 bags of rubbish.

As previously mentioned, Keep Britain Tidy will provide two surveyors per site survey. These surveyors will be managed by the Project Manager, who will be responsible for scheduling the surveys, managing the timescale / budget and liaison with Defra. They will also be responsible for monitoring the health and safety of the staff on the ground, ensuring that appropriate task-specific risk assessments are in place prior to surveys being conducted, along with a daily staff reporting process to monitor the safety of all staff and ensure that any near misses or accidents are immediately reported.

## **Quality assurance**

When the survey is complete, KBT will undertake a full quality assurance process of the survey data, and photographs. The survey data is uploaded in real time and securely central data storage system where it can be accessed by the Project Manager. The Project Manager will undertake checks daily on the quality of the work submitted and check the locations surveyed versus the sample.

## **Survey output**

Keep Britain Tidy will input all survey data directly using handheld PDA's which upload data directly to the main internal database, held on our survey system LEQS Pro. LEQS Pro will output raw data in MS Excel databases. The PDA's have inbuilt quality assurance checks to ensure data is of the highest quality.

At the end of the survey Defra will gain access to the quality assured data and will receive a report, detailing a review of the survey, how it went. They will receive a grade for each site surveyed (twice), related photographs that can be used for reference and an observation report.

## **Data Analysis and Reporting**

We are experienced in delivering a high-degree of analytic interpretation and well-developed insight with the specific objective of identifying practical and feasible policy and practice recommendations. We will use this experience in developing our approach to analysis which will be designed by the Project Manager.

## **E03 Project planning, management, and delivery**

The work will be delivered by Keep Britain Tidy's award winning Centre for Social Innovation Litter and Place services team and Waste services. Based on the needs of the work we have put together an experienced project team with the breadth and depth of skills and [REDACTED]

For this project we plan to use a wide ranging team, including a Project Director, a Project Manager and five staff members to carry out the surveying will make up the core team. The Project Manager will be the main point of contact. The Lead surveyor will be responsible for the scheduling of surveys, managing timescales. The Project Manager will liaise with Department for Environment, Food and Rural Affairs (Defra) throughout the term of the contract. The Lead Surveyor will be primarily responsible for planning surveys in the first instance, and will be responsible for ensuring that the full scope of the project is met. They will have Quality Assurance responsibility for the data uploaded to our database by the Surveyors.

The Project Manager will also be responsible for monitoring the health and safety of the staff while they are on site, using daily reporting mechanisms to ensure that Surveyors log in with office-based staff. Any accidents or near misses will be reported to the Project Director and escalated via Keep Britain Tidy's internal reporting process; the Project Manager attends monthly health and safety meetings chaired by the Deputy Chief Executive so any incidents would be reported and investigated prior to being discussed at this meeting. The Project Manager will ensure that appropriate task-specific risk assessments are in place prior to surveys being conducted.

As part of the initial set-up and planning phase, the Lead Surveyor will work with the survey team to create the sample for the survey, develop a schedule for sites surveys and developed maps with all the sites that need to be surveyed. Keep Britain Tidy's surveyors undergo an intensive period of two weeks' training to ensure they meet the high quality standards required to fully adhere to the guidelines and methodologies required, all our surveyors have a vast range of experience, there is also a full guidance manual for surveyors. The wider team, including the Project Manager, hold regular Quality Assurance sessions throughout the year to ensure grading is calibrated across the team.

Five surveyors have been allocated to the project; however, in the instance of one of the surveyors being unavailable for any reason, there is a pool of trained surveyors available that can be allocated to the project at short notice.

For all surveys we use two surveyors for health and safety purposes and to ensure high levels of quality assurance. We think this is particularly important for this project as we would have one surveyor driving and the other focused on data collection. In addition to keep the costs as low as possible we have assigned four surveyors who will work in two teams. All of the team used by KBT have been employed in the current roles for a long period and we would envisage that this team would be used throughout the contract period. An introduction to each team member is given below:

### **Quality assurance**

When the survey is complete, KBT will undertake a full quality assurance process of the survey data, and photographs. The survey data is uploaded in real time and securely central data storage system where it can be accessed by the Project Manager. The Project Manager will undertake checks daily on the quality of the work submitted and check the locations surveyed versus the sample.

### **Risk Management and Mitigation**

In compliance with the Management of Health and Safety at Work Regulations, Keep Britain Tidy will carry out suitable and sufficient assessments of the risks to the health and safety of its employees and to others who might be affected by the Company's work activities

## Operational Factors

In general, Keep Britain Tidy manages the complete survey process from start to finish, including survey planning, delivery and reporting. As previously mentioned, Keep Britain Tidy will provide two surveyors on the ground at all times to conduct a surveys. These surveyors will be managed by the Project Manager, who will be responsible for scheduling the surveys, managing the timescale / budget and liaison with Defra. They will also be responsible for monitoring the health and safety of the staff on the ground, ensuring that appropriate task-specific risk assessments are in place prior to surveys being conducted, along with a daily staff reporting process to monitor the safety of all staff and ensure that any near misses or accidents are immediately reported.

All staff used in the delivery of this project will be provided with, as a minimum:

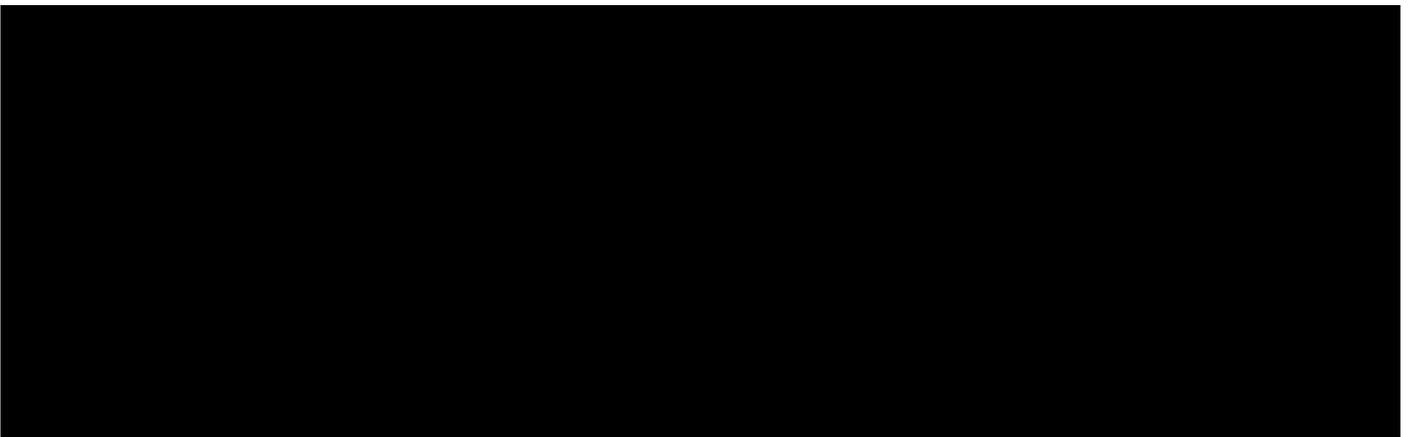
- Identification badges
- Personal attack alarms
- Hi-vis vests
- In Case of Emergency (ICE) phone numbers

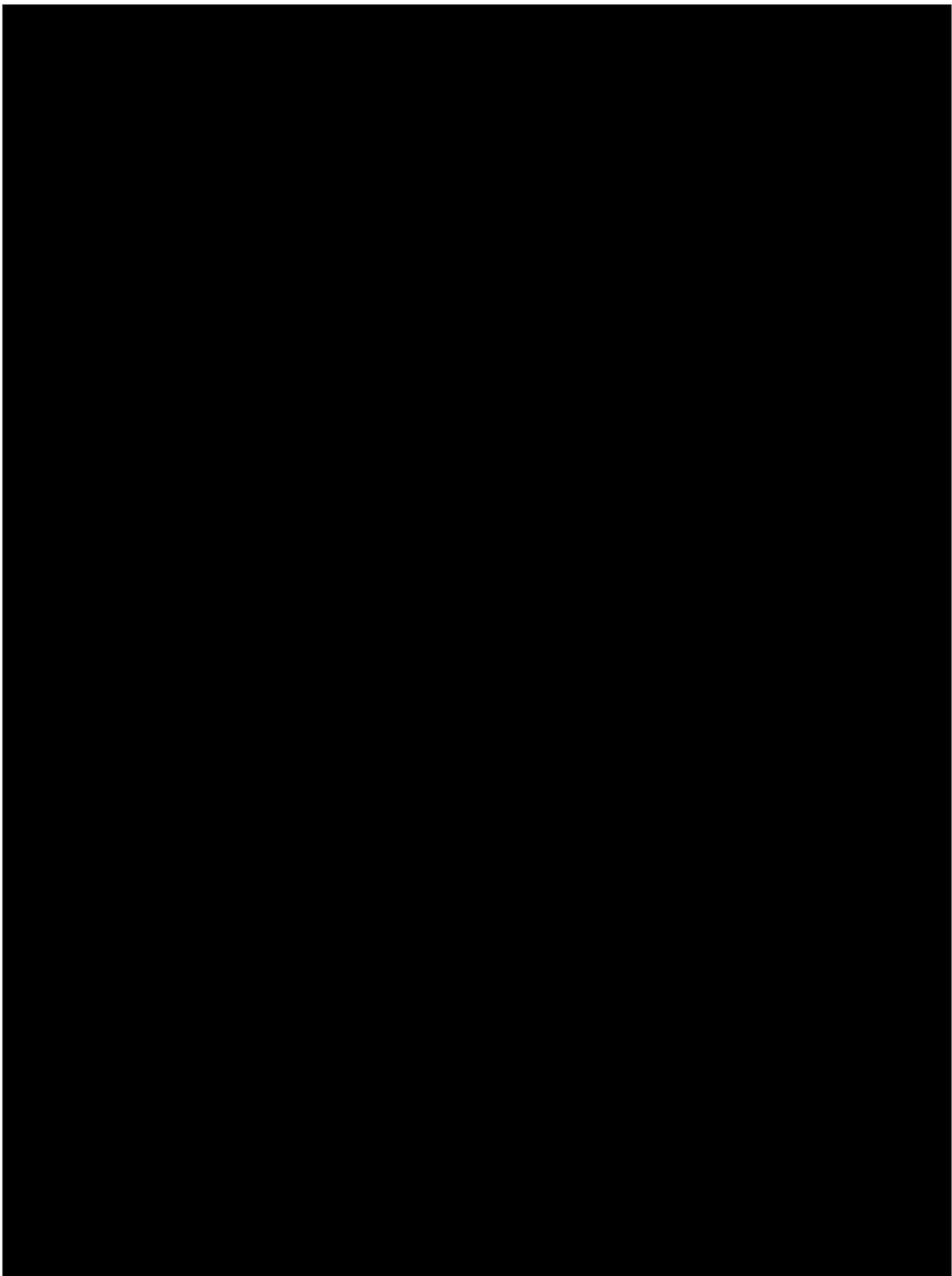
In addition, Keep Britain Tidy ensure that all of our survey team undergo rigorous training in advance of undertaking any Local Environmental Quality surveys; this includes but is not limited to:

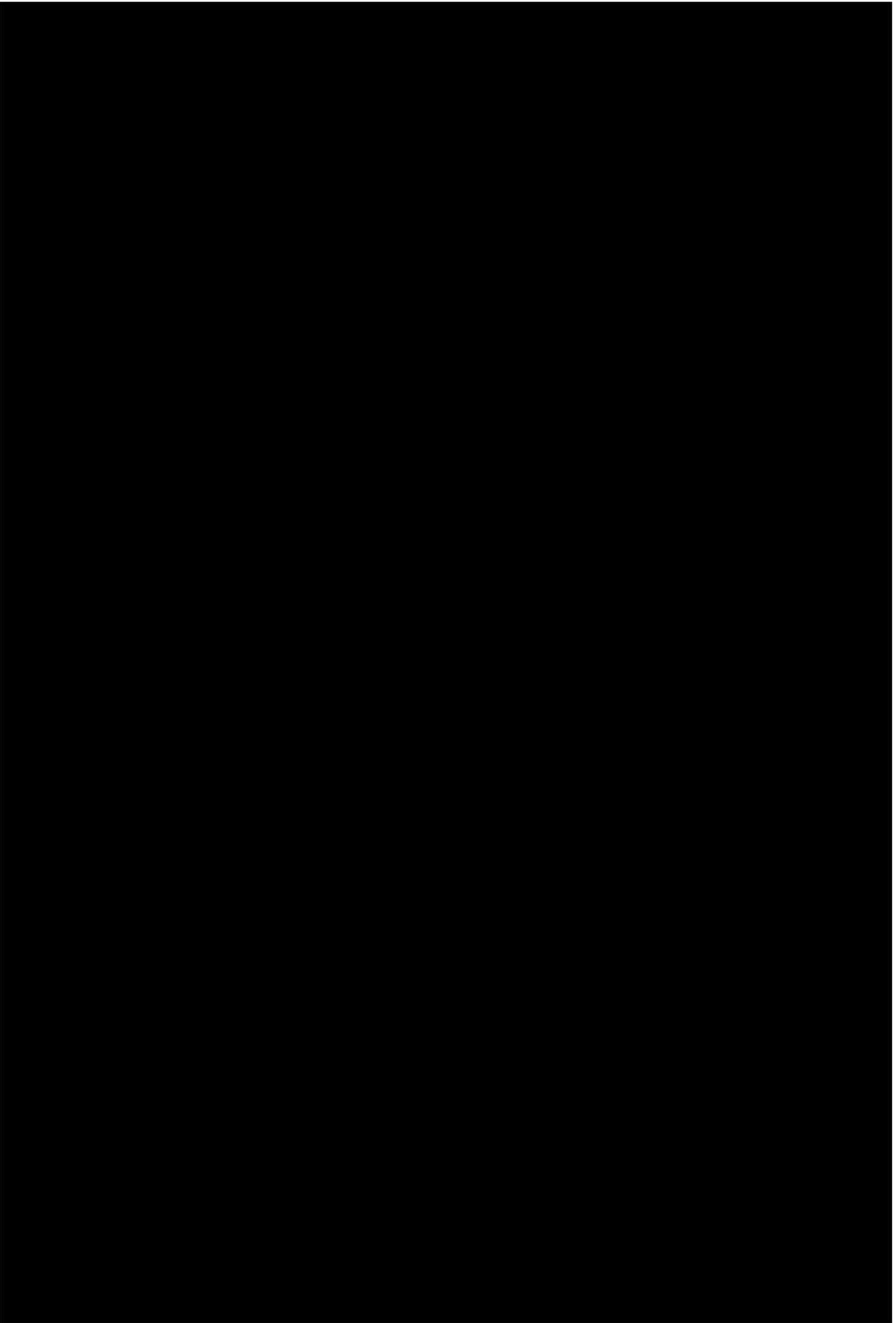
- Health and Safety training
- First aid courses
- Criminal Bureau checks, etc.

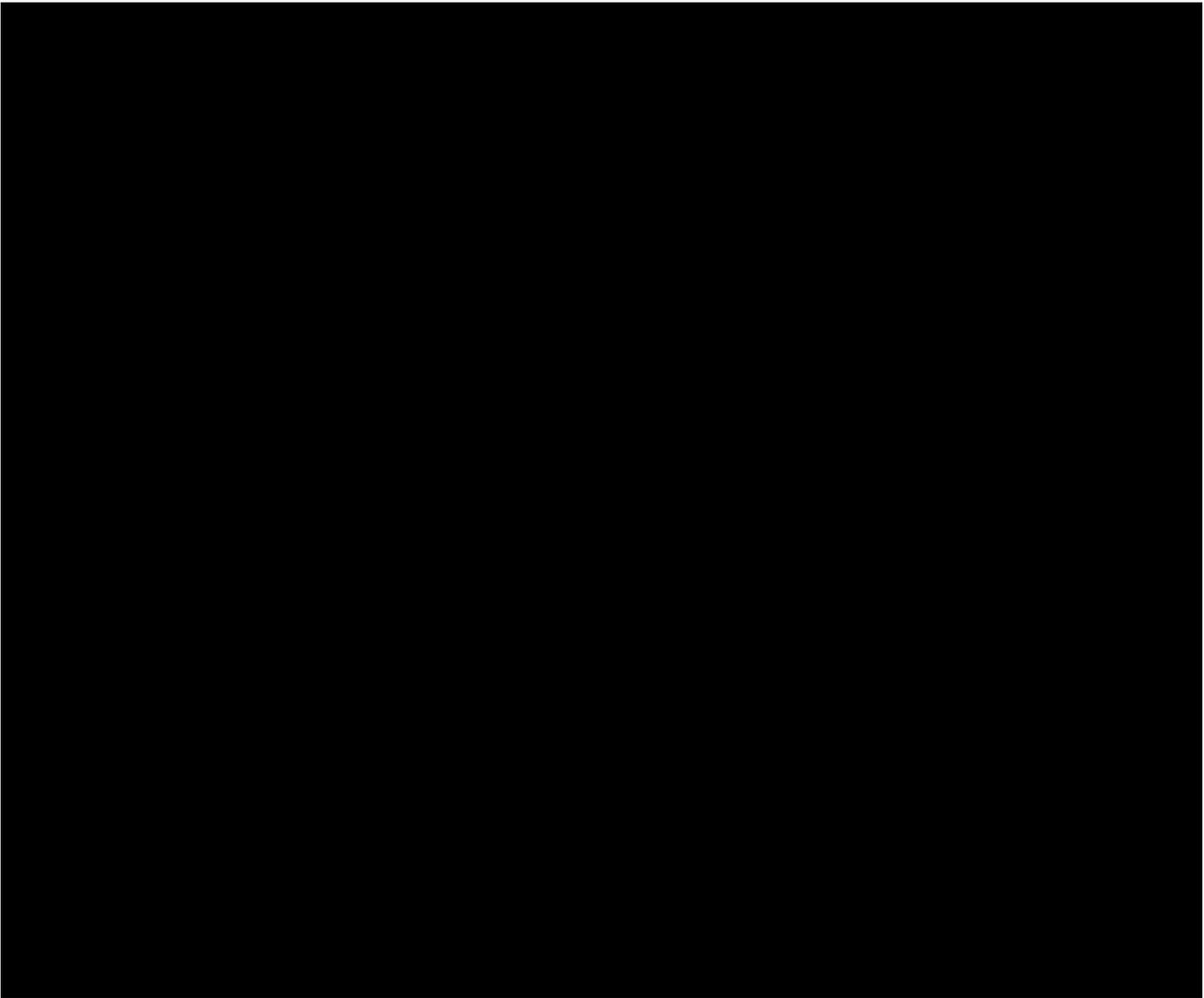
Further Health and Safety information can be provided on request, Health and Safety Policy.

### E04 Expertise and experience









# Prices

1. The Authority will pay the Supplier no more than the fixed sum of  

  2. Invoices will be submitted upon satisfactory completion of the milestones stated in the Supplier's Commercial Workbook.
  3. The Supplier shall provide the Authority an invoice of the eligible costs properly incurred by the Contractor in carrying out the project.
  4. Subject to any variation of the project, the amount in Paragraph 1 shall remain throughout the duration of the agreement.
  5. Within 30 days of receiving an invoice satisfactory to the Authority, the Authority shall pay to the Supplier, the amount of the eligible costs which the Authority reasonably considers to have been properly incurred by the Supplier in carrying out the project during the relevant period.
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