

Appendix 2 – Call-Off Procedure:

for The Research, Development and Evidence Framework 1

Call-Off Contract Reference: C29071, Alternative Proteins and pathway to Net Zero (Understanding the Environmental Impacts & Carbon Reduction)

Date: 20 May 2025

1.0 Request for Proposal

1.1 The following document is to be used as a Call-Off template to be sent to all Contractors on a sub-lot by the Project Manager of the Contracting Authority for completion and return in accordance with the Call-Off procedures detailed in the Form of Agreement.

Research, Development and Evidence Framework					
REQUEST FOR PROPOSAL					
Project title:		Alterna Zero	Alternative Proteins and pathway to Net Zero		
		•	standing the		ntal Impacts
Call off Referen	ice:	RDE77	72		
Atamis project	ref (if applicable):		t Number - C act Number		
Cost Centre Co (for admin pur					
Date:		21 Jan	uary 2025		
Contracting Authority (Defra and its arms-length bodies etc)	Defra				
Commercial Contact (if applicable):	Call-off from RDE framework sub lot 2.4 – Modelling toolkits, informatics and comparative life cycle assessment services.				
Project Start Date 2		20 May 20	25		
Project Completion Date		31 May 20	26		
For any projects over the direct award threshold, full competition is required (i.e. all contractors on the Sub-Lot are invited to quote).		Direct Award		Mini- comp	Х

Call off from Sub-Lot number	Call-off from RDE framework sub lot 2.4 – Modelling toolkits, informatics and comparative life cycle assessment services.		
Clarification period ends:	14 February 2025 14:00 (GMT)		
Proposal return date:	21 February 2025 14:00 (GMT)		

Evaluation criteria:

E01 to E04 will be scored using the following scoring criteria:

- For a score of 100: Excellent Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full.
- For a score of 70: Good Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled.
- For a score of 50: Acceptable Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements.
- For a score of 20: Poor Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled.
- For a score of 0: Unacceptable Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

If the Tenderer scores 20 or less in respect of questions E01 – E04 they will be eliminated from the procurement.

Contractors: Failure to meet any minimum score threshold stated will result in the bid being removed from the process with no further evaluation regardless of other quality or price scores.

Quality	Weighting	70%
Price	Weighting	30%

Quality Sub-Criteria Weightings:

E01 – Proposal Quality	Evaluation Criteria	45%
	The tenderer must outline Processes, Techniques, Tools and Products that meet the demands of the Project Specification.	
	The tenderer must clearly set out the proposed approach and methodology for delivering the full scope of each of the main workstreams of the work. The tenderer may suggest differences or provide alternatives but must include reasons/benefits of using those alternatives.	
	The tenderer must show an ability to innovate and respond to create a bespoke service tailored to specific demands outlined in the Project Specification.	
	The tenderer may wish to include an offer of new innovative tools for the task and show clearly why this is good value for money.	
	Please upload a document with the filename: E01 Your Company Name.	
	Your response must be a maximum of four sides of A4, font size 11 addressing the above. Any responses exceeding two sides of A4 will not be evaluated beyond the last page.	
E02 – Relevant	Evaluation Criteria	30%
Expertise and Degree of experience	The tenderer must share a clear track record (or clear potential) for delivering what is needed in response to the Project Specification and has the skills specified	
	The tenderer must clearly demonstrate what resources they will offer and how they plan on accessing them e.g. confirmation of adequate staff resources, with appropriate expertise, linked to specific tasks and outputs of the project.	
	Please upload a document with the filename: E02 Your Company Name.	
	Your response must be a maximum of four sides of A4, font size 11 addressing the above. Any	

	responses exceeding two sides of A4 will not be evaluated beyond the last page. Please include other supporting documents separate to the main response e.g. CVs.	
E03 – Project management, Quality Assurance, Risk management and mitigation	Evaluation Criteria The tenderer must clearly demonstrate project delivery expertise e.g. through details provided of project timeline, quality assurance measures (including internal monitoring and review processes), project management techniques and reporting and support systems, project-specific risk matrix covering risk and dependencies and mitigation measures The tenderer must demonstrate flexibility in	10%
	responding to external factors as part of this project. Please upload a document with the filename: E03 Your Company Name. Your response must be a maximum of two sides of A4, font size 11 addressing the above. Any responses exceeding two sides of A4 will not be evaluated beyond the last page. You may include other supporting documents separate to the main response e.g. risk matrix.	
E04 – Sustainable/ Social Value	Evaluation Criteria The Authority has set itself challenging commitments and targets to improve the environmental and social impacts of its estate management, operation, and procurement. These support the Government's green commitments. The policies are included in the Authority's sustainable procurement policy statement published at: https://www.gov.uk/government/publications/defrassustainable-procurement-policy-statement Within this context, please explain your approach to delivering the services and how you intend to reduce negative sustainability and social impacts, including employing a diverse pool of individuals. Please discuss the methods that you will employ to	15%

demonstrate and monitor the effectiveness of your organisation's approach.

Your response should:

- Demonstrate that the Tenderer has a sustainability policy in place; and
- Provide evidence of your organisation's approach to Sustainability and Social Value.
- How will you ensure that all practices used in this contract meet Defra's sustainable procurement standards?
- How will you ensure that Sustainability and Social Value considerations are implemented in the development of this contract?

A "Fail" will be allocated to a response that does not demonstrate any evidence of Sustainability and Social Value policies.

Please upload a document with the filename: E04 Your Company Name.

Your response must be a maximum of two sides of A4, font size 11 addressing the below questions. Any responses exceeding two sides of A4 will not be evaluated beyond the last page.

Understanding the Environmental Impacts & Carbon Reduction Project Specification

1. Description of work required – overall purpose & scope (including reporting requirements)

Background and Policy Context

Global food consumption scenarios point to a strong rise in demand by 2050 with an increasing share of animal-based products, especially in developing countries. As global population and economies grow, the demand for protein-rich foods increases sharply, adding to these significant economic and environmental challenges.

Meeting demand with current protein sources and methods of production, would require a significant increase in the amount of land an agricultural input. Changes in total food consumption and per capita consumption pose a risk to our ability to meet demand under

current methods of production without surpassing critical environmental and climate tipping points.

The challenge to meet increasing protein demand is raised by the need to reduce global greenhouse gases (GHG) emissions to limit climate change impacts. An expansion of traditional protein production systems will entail significant added burden to emissions of GHG from the agricultural sector. In 2022, GHG emissions from agriculture made up 12% of total UK GHG emissions. The relative contribution of emissions of GHG from agriculture is expected to become more prominent as other sectors i.e. energy or transport, find it easier to reduce their emissions, leading to an increasing pressure on the agricultural sector to reduce emissions.

In this context, there has been a surge of an alternative to traditional animal sources- proteins market, comprising a number of novel technologies, with claims to be able to play a part addressing the food security, climate and sustainability challenges faced by the food system.

The market share of combined alternative proteins has been growing year on year. Though this growth is specific for each group of alternative proteins, with each group having their own specific barriers to their uptake. These barriers include realising widespread consumer acceptance, overcoming regulatory barriers and solving technological challenges, whilst keeping production costs of alternative proteins at a competitive level. As these barriers are overcome, growth in the alternative proteins market is expected to further accelerate. There is, however, uncertainty on the rate and scale of this growth, as well as how an increase of the alternative proteins market share may impact on UK GHG emissions.

AP could play a part addressing the UK's urgent climate and national security challenges while bringing significant economic opportunities. Yet, Defra needs to understand the robustness of the claims made by the sector and the extent to which alternative proteins may play a role in increasing agri-food systems sustainability. The alternative protein sector is diverse and at different stages of readiness, meaning there is a policy need to understand the environmental impact of different types of alternative proteins as consumer demand increases in the future.

Defra also needs to provide a credible plan for the decarbonisation of agri-food system. There is currently insufficient evidence on the efficacy of potential mitigation measures and the green credentials of innovative food production technology to contribute to net zero GHG emissions by 2050. Measures as part of the agricultural effort share for net zero within Carbon Budget Delivery Plan are subject to high level of uncertainty, with a number of unquantified measures due to a lack of a robust evidence base. This project will contribute to fill part of these gaps.

In the context of this project, alternative proteins are plant-based and food-technology based alternatives to animal proteins, which can act as a substitute to traditional animal meat proteins. They can include products such as;

- plant-based meat and dairy substitutes, fermented proteins including biomass fermentation or precision fermentation used to create specific proteins or to add to other foods,
- cultured meats where animal cells are obtained and then grown in bioreactors,
- other novel rich-protein sources including insects and algae.

Project aim

To understand the likely effect on GHG emissions and broader environmental impacts of a market expansion of the UK alternative protein sector.

This project will seek to understand how the domestic market share growth for different alternative protein (AP) technologies will affect the overall environmental impact of UK food system. This research will be based upon the development of a conceptual model representing the foreseeable growth of the alternative protein (AP) sector., The modelling approach shall identify plausible reinforcing, balancing and time-lapse feedback loops affected by technological, regulatory and consumer acceptance factors likely to affect the growth of the sector. Building upon this information, it will construct feasible scenarios for growth of the alternative protein sector, developing UK market share estimates – in line with key carbon budget delivery milestones – for each different alternative protein production technology.

This project will identify and map key innovative AP supporting technologies with potential to support Net Zero as well as wider environmental impacts from the food system. It will assess their state of development, technical, economic, regulatory, and public acceptance barriers. To determine their likely market growth and associated potential to contribute GHGs emissions abatement.

For each different scenario modelled the growth market share estimates will then have to be translated into likely land use and further food system changes. Enabling us to infer how these changes will affect the net changes in environmental impact, including the GHG emissions, of the increasing market share of AP in the UK food system.

Research questions

Defra is seeking to understand the environmental impact of AP increasing their market share in the UK. This should be tested by modelling scenarios driven by current trends and market forces, including but not limited to scenarios where AP production overcomes technological, consumer acceptance and price barriers. The environmental impact must consider the resulting changes in meat and dairy consumption, trade, land use, herd size, water pollution, air quality and energy sources.

Specific research questions include:

- Review of relevant AP technologies to form the basis of the study. Selected technologies will at the minimum include plant based, biomass fermentation, precision fermentation, insect proteins and cultivated meat and seafood. This review shall include an assessment of the current stage of development for these technologies, identifying key barriers for development and projections for growth.
- Establish an, as accurate as possible, baseline of the market share in 2024-2025 for selected AP technologies identified above.
- Using different growth scenarios, the likely market share for the AP technologies of interest will be estimated for the years 2032, 2037, 2042 and 2050. The growth scenarios estimated should be shaped by different levels of success including overcoming technological, regulatory and consumer acceptance barriers which are currently faced by the AP sector. Scenario development will be supported by the modelling approach, through identification of reinforcing and balancing feedback loops that might take place as different technologies overcome technical, regulatory and consumer acceptance barriers.
- Assess how food systems transformation as a result of an expansion of different AP technologies will translate into overall changes in protein production in the UK the food system. This assessment must consider potential effects on UK international trade.
- Evaluate how levels of growth under different scenarios will translate into Gross Value Added generated by the AP sector i.e. in terms of increased value delivered by goods and services provided by the sector.
- Assess how sector growth will translate into land use change in the UK and further UK food systems infrastructure transformation.
- Model the net GHGs emissions and broader environmental effects from a change in the mix of protein production sources in those timeframes compared to the 2025 baseline for protein production in the UK.
- Although primary focus shall be on emissions of GHGs, trade-offs with other environmental metrics and further environmental impacts i.e. water scarcity, water quality, biodiversity and air quality shall be considered.

Proposed methods

Modelling approaches including but not limited to systems dynamic modelling, scenario building economic modelling and physical modelling. Life cycle assessment -consequential and attributional methods.

Deliverables

The project will commence with successful contractors meeting with Defra Farming Science officials to refine study scope, methods, and relevant details of approach.

The main deliverables of the project will be:

- A technical report of publishable standard on the GHG emissions and environmental impact effect from increasing production of alternative proteins as their market share increases within the UK.
- A technical summary outlining the approach and most relevant findings of the study. A
 presentation of the above draft report to further identify, test and explain the implications
 and recommendations.
- A knowledge exchange pack suitable for the intelligent non-scientist.

At the project's end a summary presentation of key findings to relevant Defra policy and evidence officials will be required. Delivery of the finalised full report and a knowledge exchange pack (4/5 slides plus 2-page executive summary) suitable for the intelligent non-scientist will be required.

Expertise required

Bidders will need:

- Expertise within the greenhouse gas, earth science or life cycle assessment sector.
- Expert technical knowledge of complex modelling systems. Including systems dynamic
 modelling, economic modelling and physical modelling to enable understanding of how
 all actors in the growth of the alternative protein market may contribute to changes in the
 UKs physical landscape and GHG emissions.
- To be able to synthesise existing literature and clearly summarise and describe key findings. Meeting accessibility needs.
- The ability to critically analyse evidence and identify and explain the underlying limitations and drawbacks.

Proposal

The proposal shall include:

Tender evaluation will be conducted in accordance with standard Defra procedures. Assessment will be based on technical merit and value for money against the following criteria:

- Appraisal of specification and relevance to scientific objectives.
- General and detailed approach to tasks, methodologies and research plan.
- · Work plan and milestones.
- Contractor's team suitability, experience, and track record (CVs of lead and partner organisations).

Financial estimates.

2. Required skills / experience from the contractor and staff.

Tenderers should refer to the specification and evaluation question E02: Project Relevant Expertise and Degree of experience required for this project.

Tenderers should provide the total fixed cost and a breakdown of costs for each milestone task.

Prices submitted should not include any pricing assumptions and should detail exactly what has been included in the price submitted. Any assumptions should be clarified during the clarification period

4. Risk

Tenderers should refer to the specification and evaluation question E03: Project management, Quality Assurance, Risk management and mitigation

2.0 Proposal

2.1 The following document is to be used as a Call-Off template to be sent to all

Contractors on a sub-lot for completion and return in accordance with the Call-Off procedures detailed in the Form of Agreement.

Research, Development and Evidence Framework 2 PROPOSAL

Contractor's Name: RSK ADAS Limited

Call off Reference: C27793

Sub-Lot Number: 2.4 – Modelling toolkits, informatics and comparative life cycle

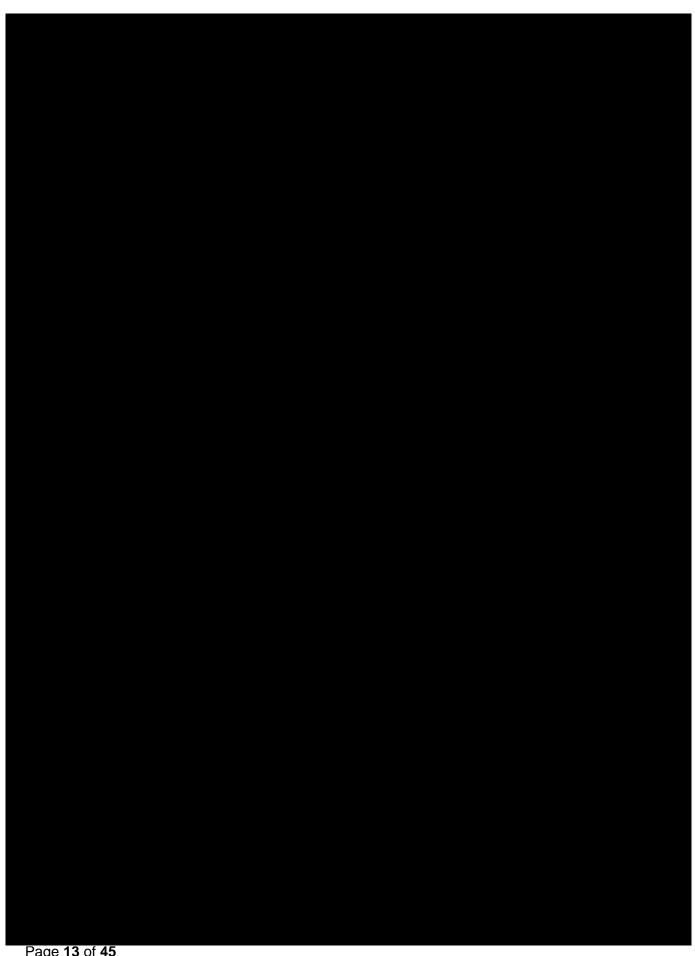
assessment services.

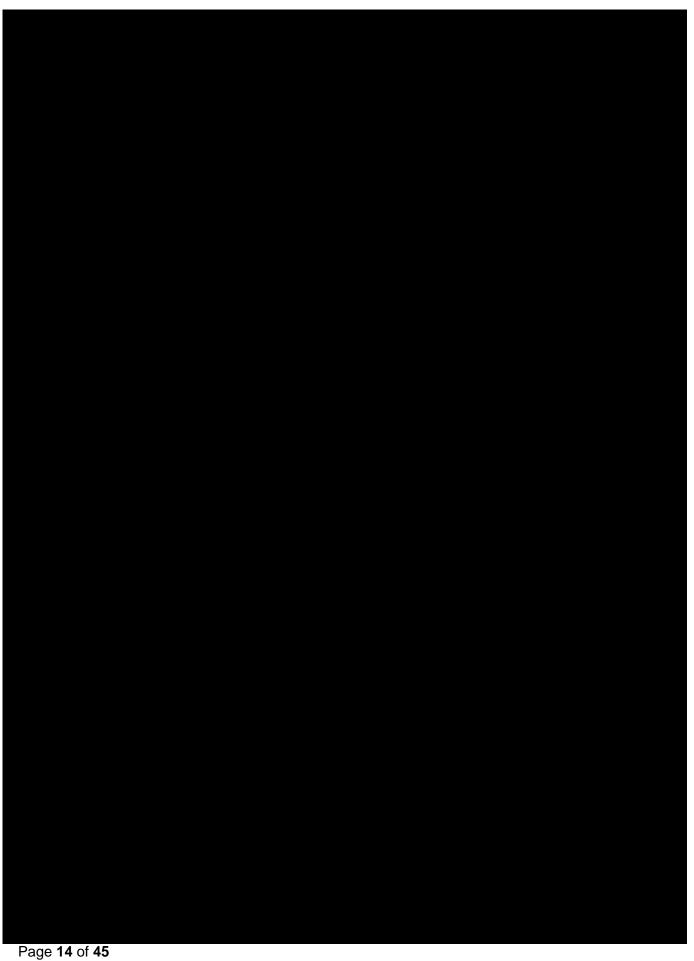
Date: 20/05/2025

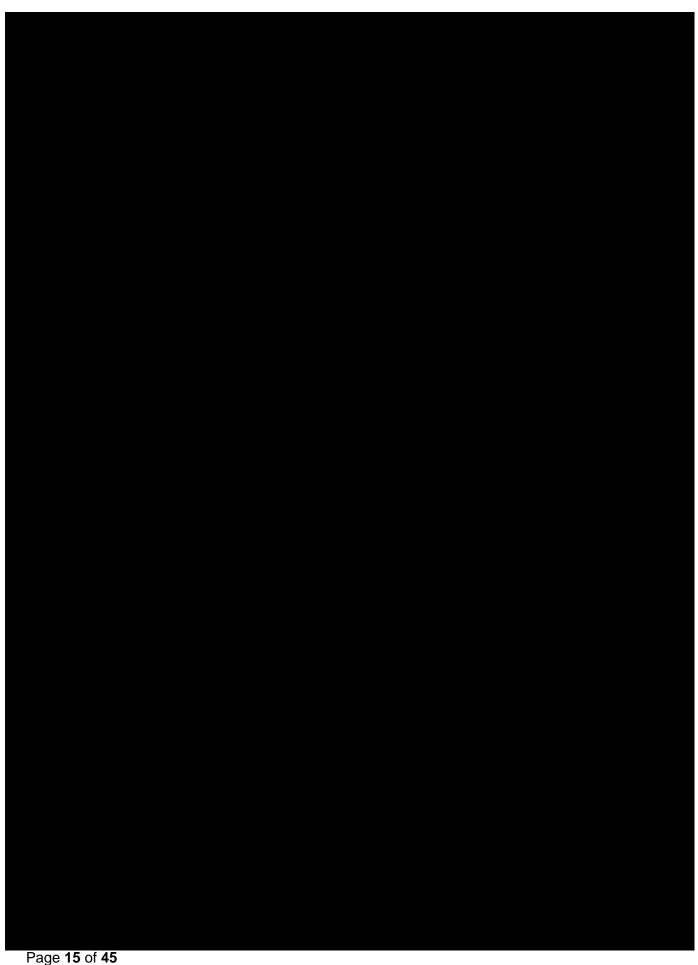
The Tenderer must not make or append Caveats and Assumptions in their proposal. Any points of uncertainty must be raised as a clarification point during the specified clarification period.

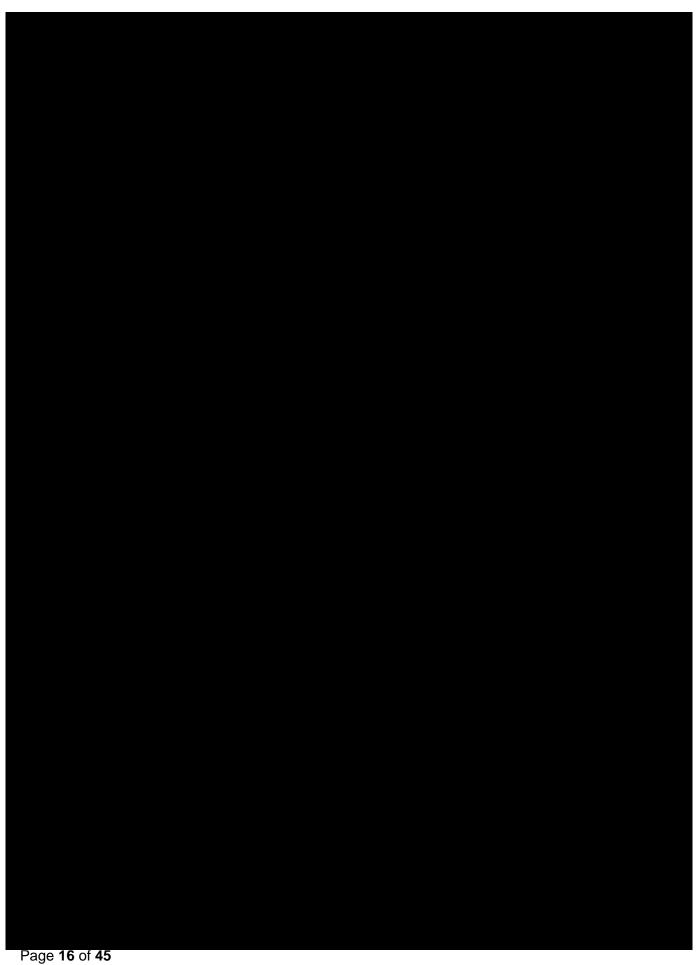
Please see technical response section for limits on page counts and required formats

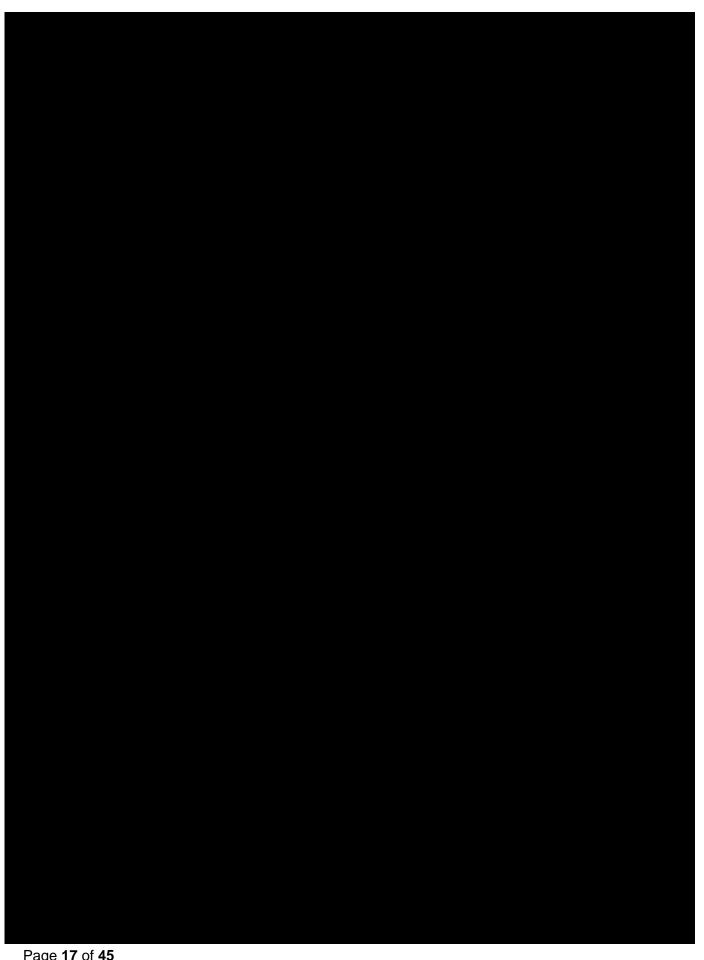
E01 – Proposal Quality

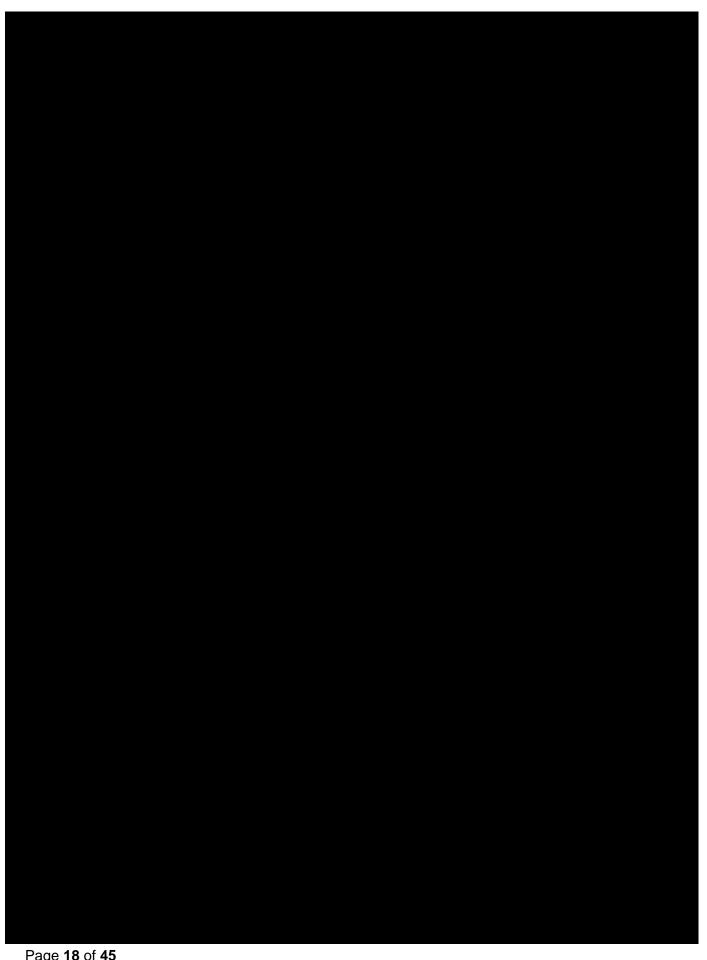


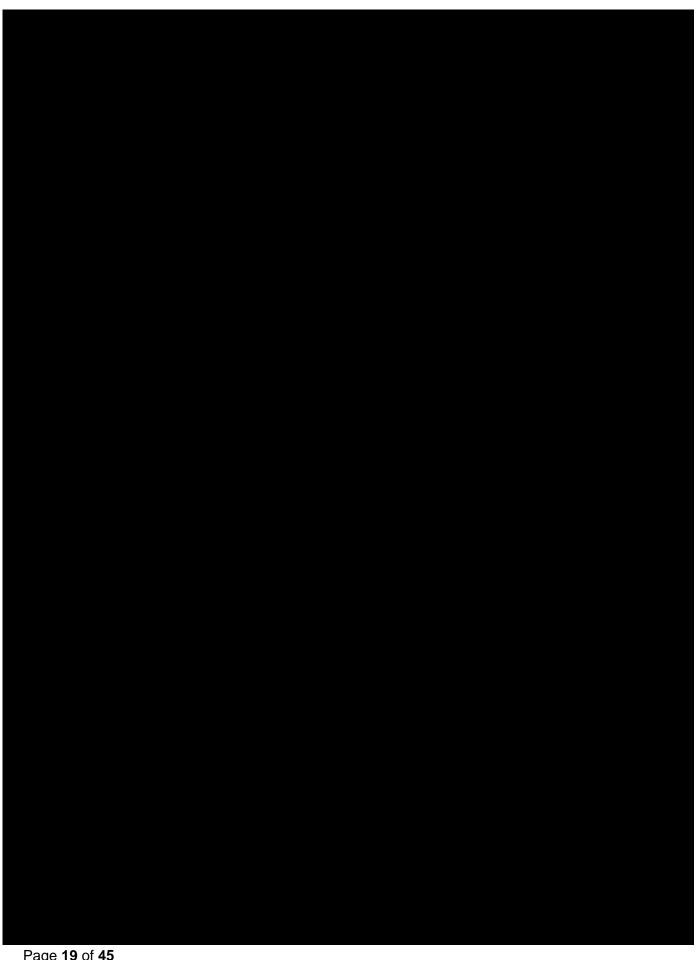


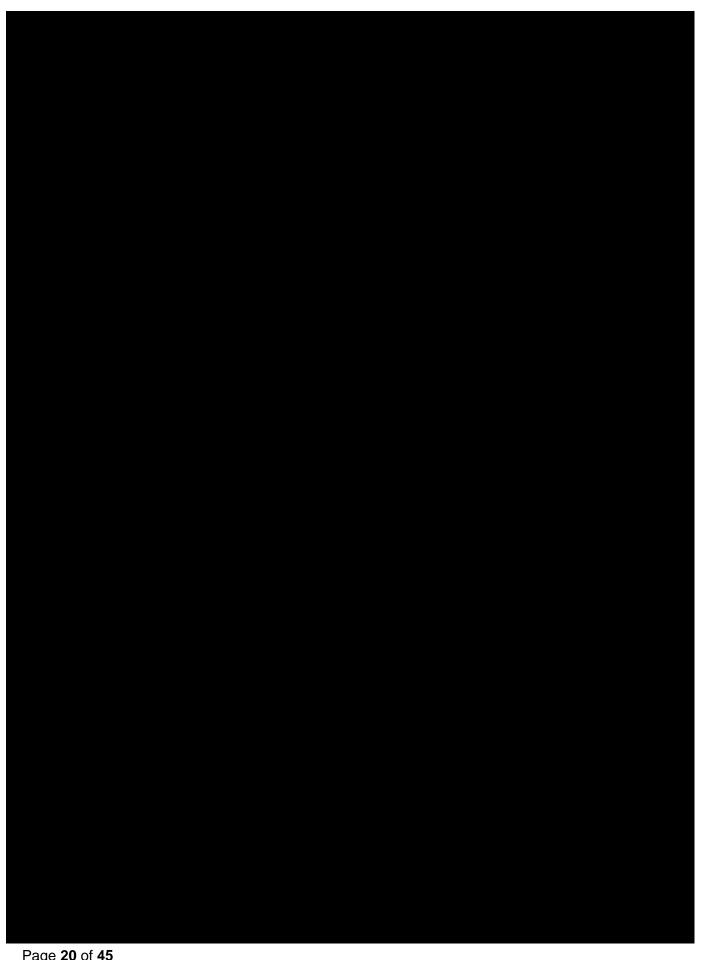


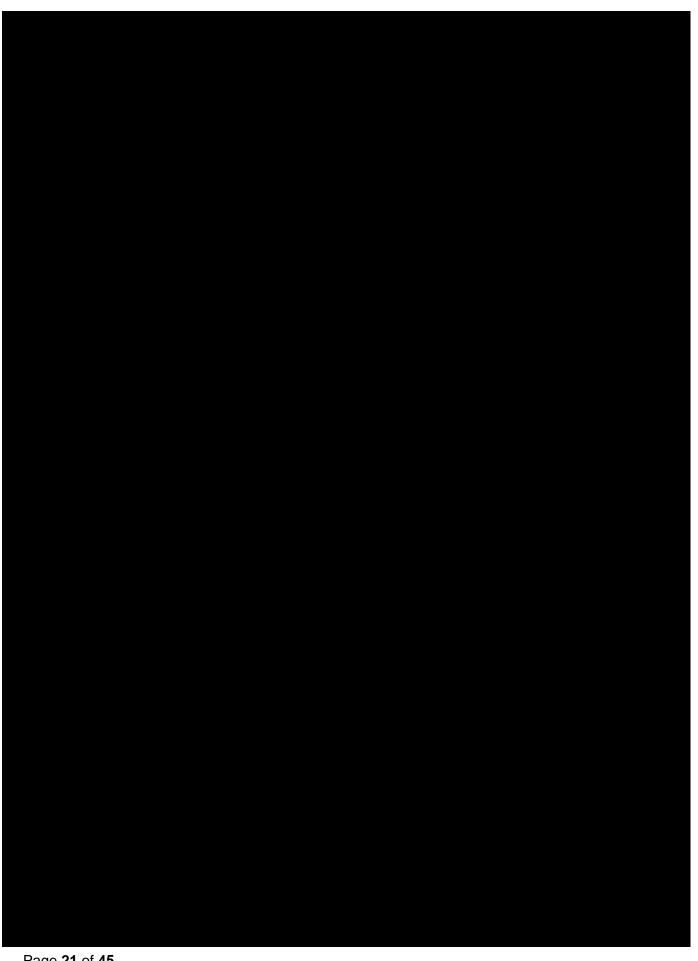






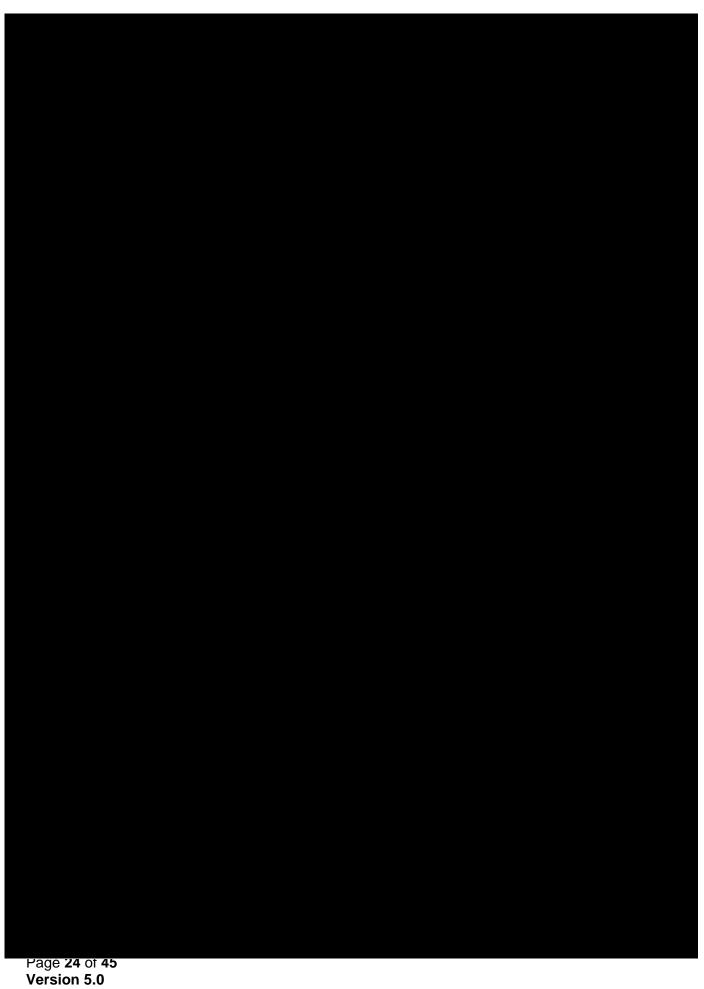


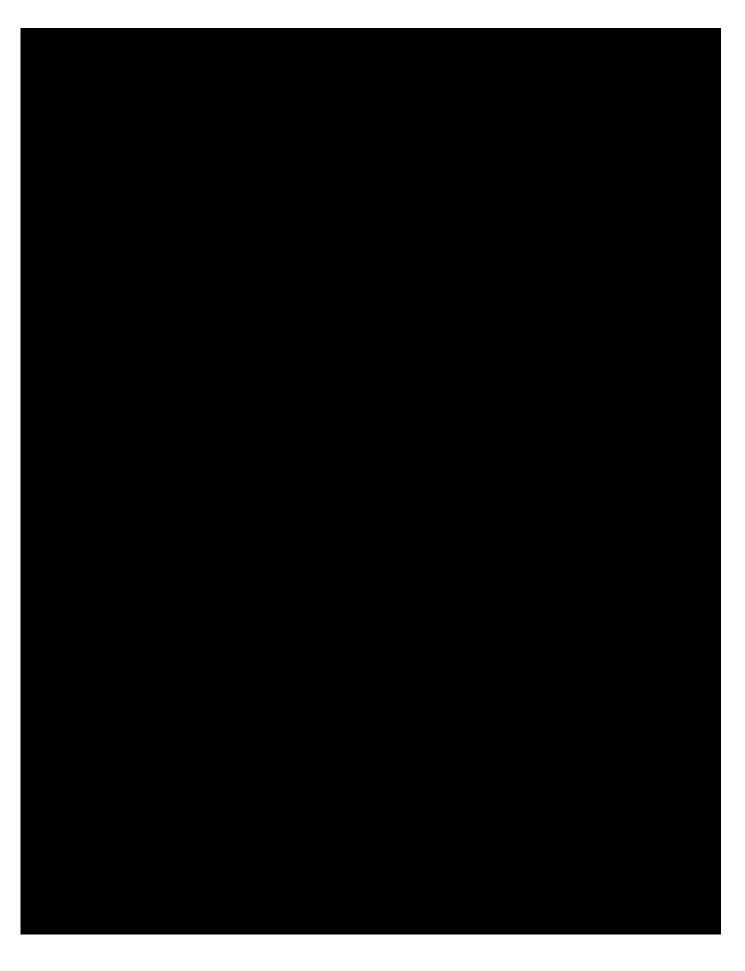


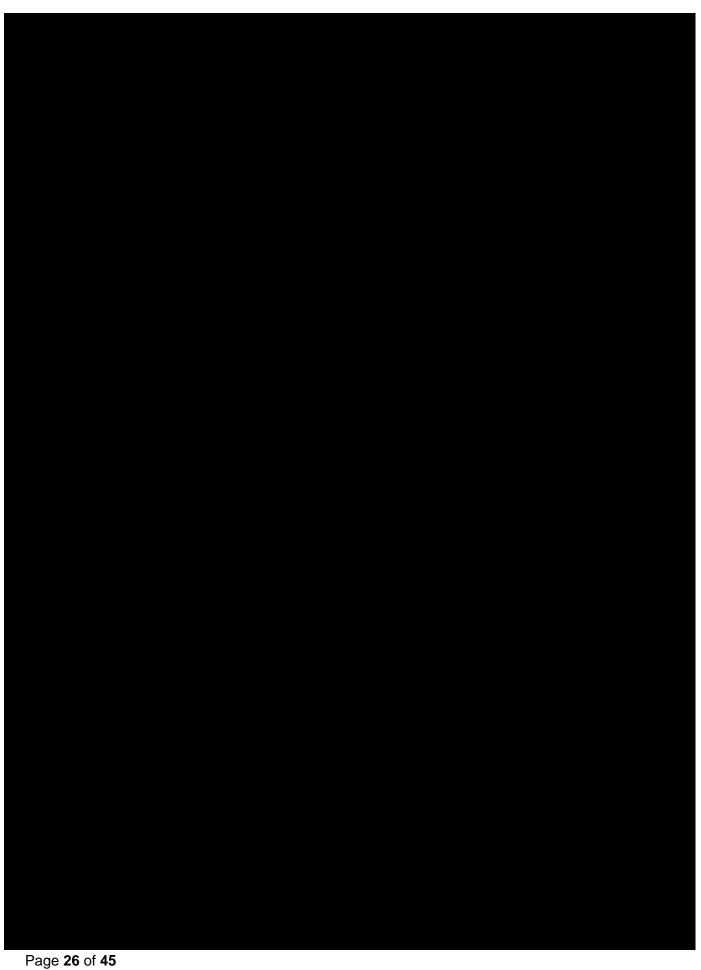


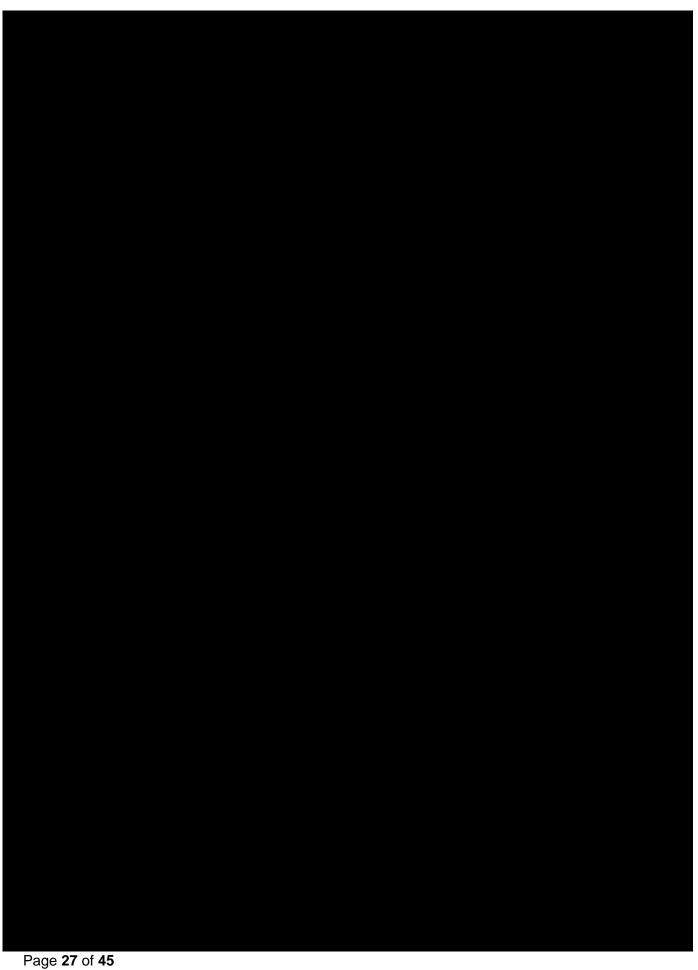


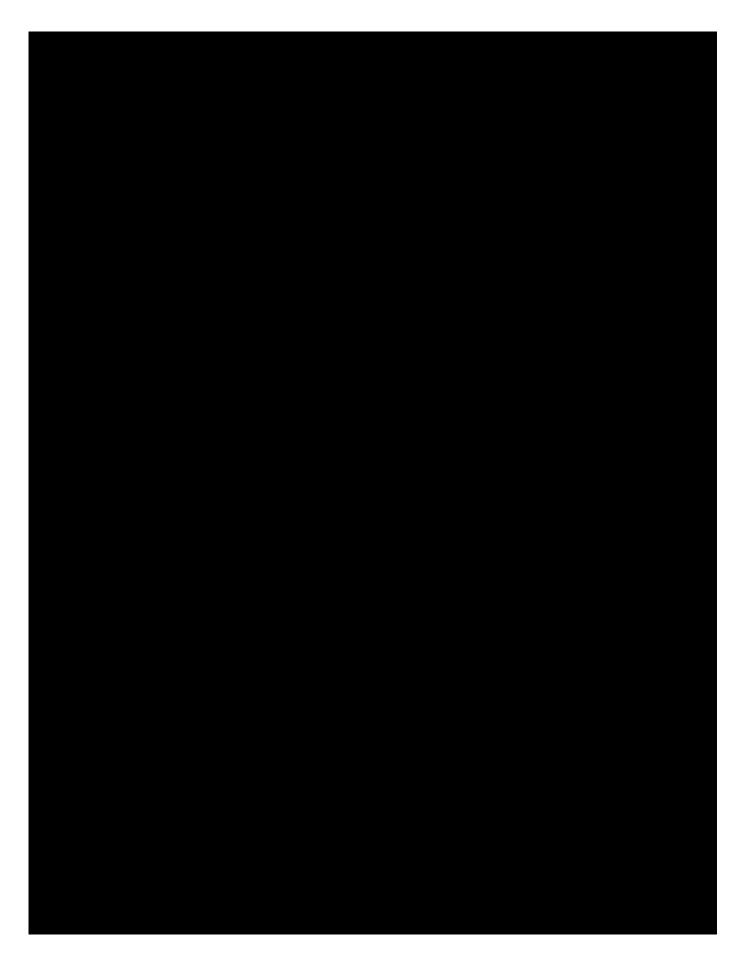


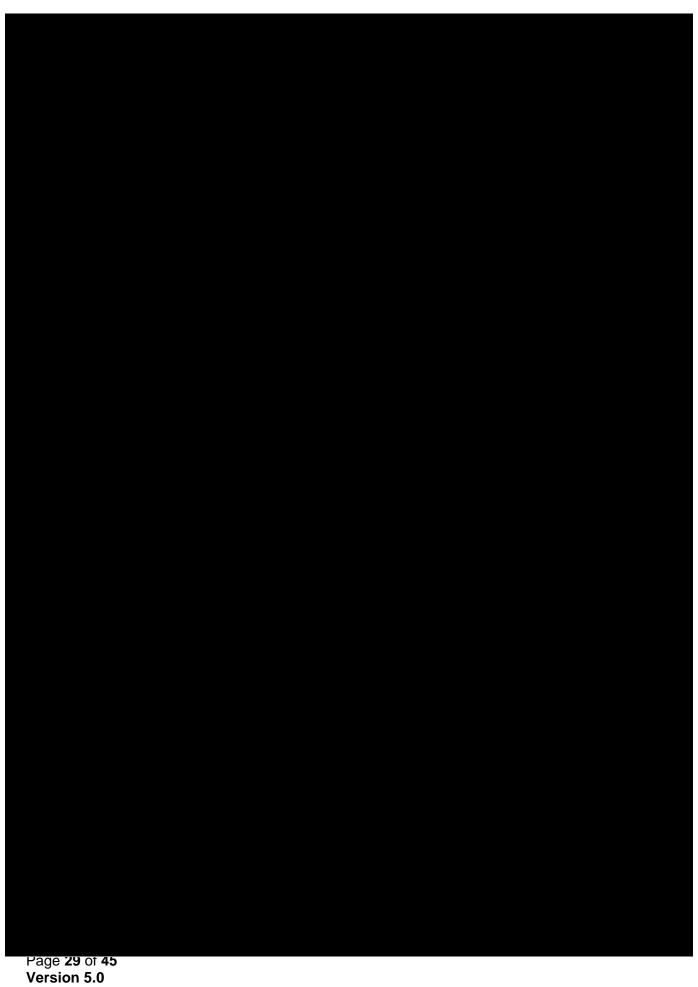


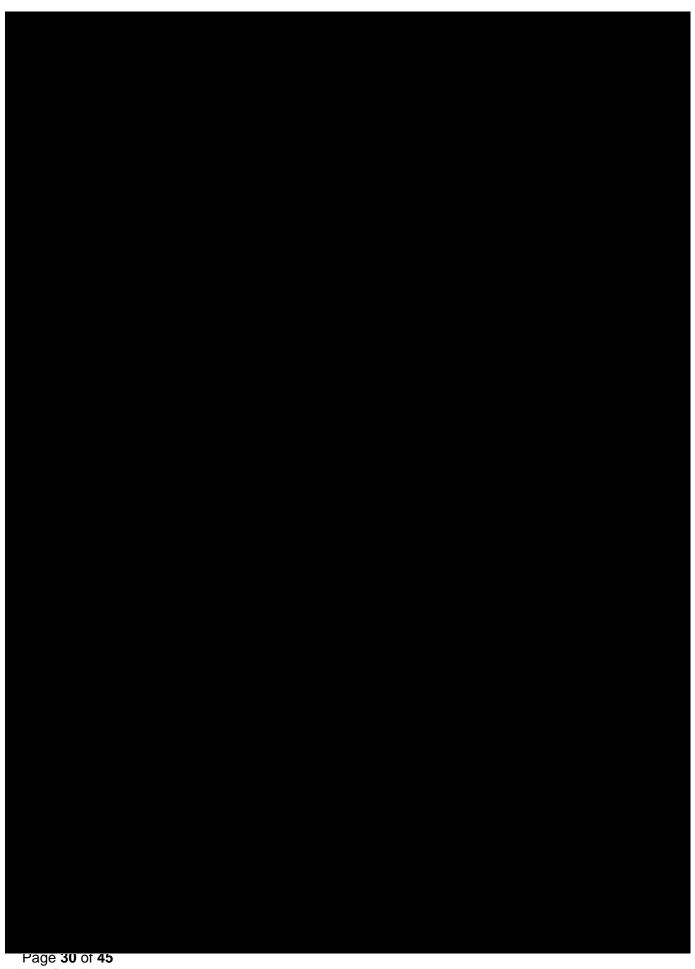


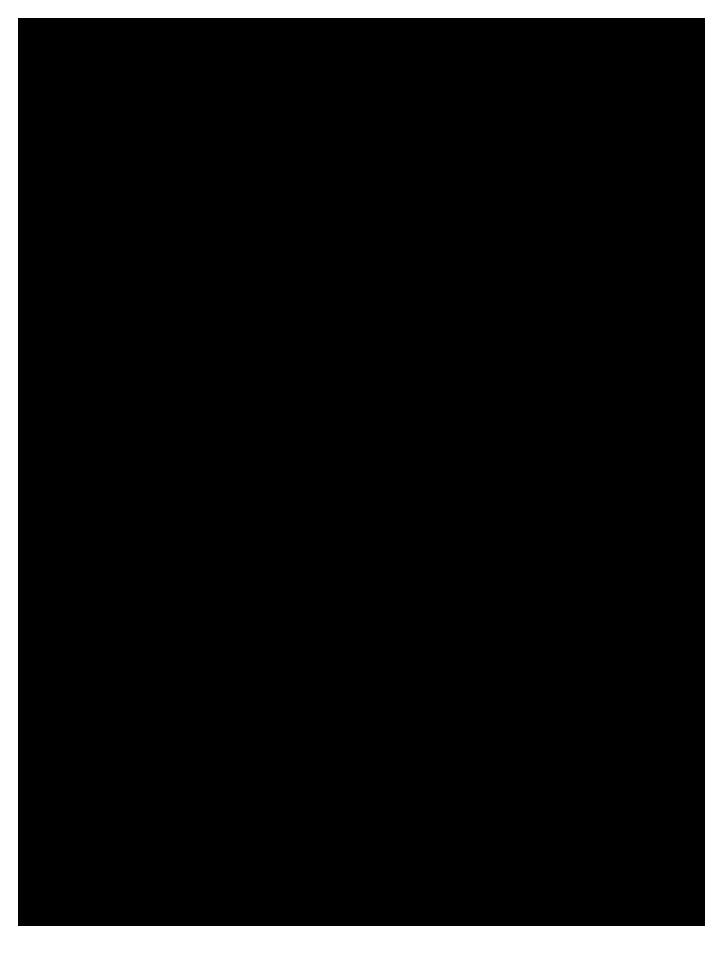


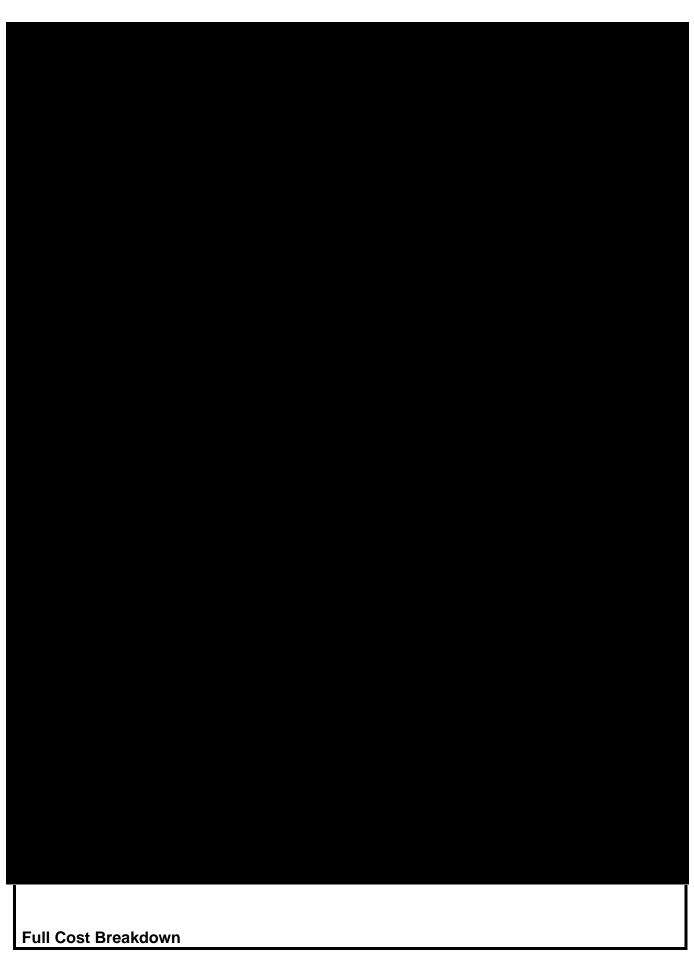














3.0 Order Form

3.1 The following document is to be completed by the Contracting Authority and sent to the Contractor for counter signature to form a Call-Off contract.

Research, Development and Evidence Framework 2 ORDER FORM

Project title: Understanding the Environmental Impacts & Carbon Reduction

Call off Reference: RDE772

Atamis project ref: C27793

Atamis Contract ref: C29071

Date: 20/05/2025

THE Contracting Authority: Department for Environment, Food & Rural Affairs, Seacole

Building, 2 Marsham Street, London SW1P 4DF

THE CONTRACTOR: RSK ADAS Limited, Spring Lodge, 172 Chester Road, Helsby,

Cheshire WA6 0AR.

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12/05/2025. It's issued under the Research Development & Evidence Framework Agreement reference 30210 for the provision of the *Understanding the Environmental Impacts & Carbon Reduction Project*.

CALL-OFF INCORPORATED TERMS The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. Defra Framework Terms and Conditions;
- 2. Request for Proposal;
- 3. Proposal;

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF CONTRACT START DATE: 20 May 2025

CALL-OFF CONTRACT EXPIRY DATE: 31 May 2026

CALL-OFF PERIOD: 12 Months - possible 6-month extension at discretion of the authority.



Performance Management Framework

1. Overview of the PMF

- 1.1. 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 should they be awarded following a mini competition.
- 1.2. 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.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
 - Updates to Authority
 - Data Handling
 - Participatory Outputs
 - Reports
 - Presentations
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor' performance at both individual level and at the enterprise level with the individual Contractor.

2. Management of the PMF

2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. 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 quarterly Contract Meetings with the Authority, who will review this and make comments if any.

- 2.2. 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.
- 2.3. 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.
- 2.4. 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 must 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.
- 2.5. The Authority reserves the right to amend the existing KPI's detailed in the below section or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

Key Performance Indicators





Processing Personal Data

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.



- 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.

Data Processing descriptor	Narrative	
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause 15.	
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a series of key stakeholder workshops and one-to-one interviews	
Duration of the processing	Processing will take place for the duration of the contract: 19/05/2025 to 31/05/2026. Data will be retained for the statutory minimum required by the contract, i.e., six years. Scientific research data will be retained indefinitely in order to be available to the research community.	
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)	
Type of Personal Data	May include: name, address, telephone number, images	
Categories of Data Subject	Volunteer stakeholders, staff, consultants	

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

Collected data will be retained for the statutory minimum of 6 years, unless the data are needed for scientific research purposes, in which case those will be held indefinitely. Where appropriate the latter will be anonymised. All data to be destroyed will be deleted from the Contractor's computer system i.e., emails, servers and back-ups.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made the 20th day of May 2025 (the "Commencement Date"

BETWEEN:



(each a "Party" and together the "Parties").

WHEREAS:

- (a) The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the "Authority") to provide goods and/or services to the Authority in an agreement dated [20/05/2025] (the "Contract").
- (b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is an employee of the Contractor engaged in the provision of certain goods and/or services to the Authority in support of or in connection with the goods and/or services to be provided by the Contractor under the Contract.
- (c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.
- (d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

Definition and Interpretation

- 1. In this Agreement:
- a) "Confidential Information" means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets,

formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679); whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

- b) "Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
- 2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
- 4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
- 5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

CONFIDENTIALITY

- 6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor's delivery of the goods and/or services under the Contract without the prior written permission of the Authority.
- 7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.
- 8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions

and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.

- 9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.
- 10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.
- 11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.
- 12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
- 13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.
- 14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
- 14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
- 14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
- 14.3 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
- 14.4 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;
 - provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

- 15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
- 16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
- 17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
- 18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
- 19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
- 20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

GENERAL

- 21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
- 22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
- 23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
- 24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the

- consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
- 26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

