



Department
for Environment
Food & Rural Affairs

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House 17 Smith
Square, London.
SW1P 3JR

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

[REDACTED]
Sofies UK Consulting,
Unit 12 Acorn Business Park,
Portsmouth
Hampshire
PO6 3TH

Your ref: TBC

Our ref: ECM no: 63601

Date: 04 January 2022

FAO: [REDACTED]

Dear [REDACTED],

Award of contract for the supply of a research project: WEEE – How to introduce a system of eco modulation of producers' financial under revised WEEE Regulations.

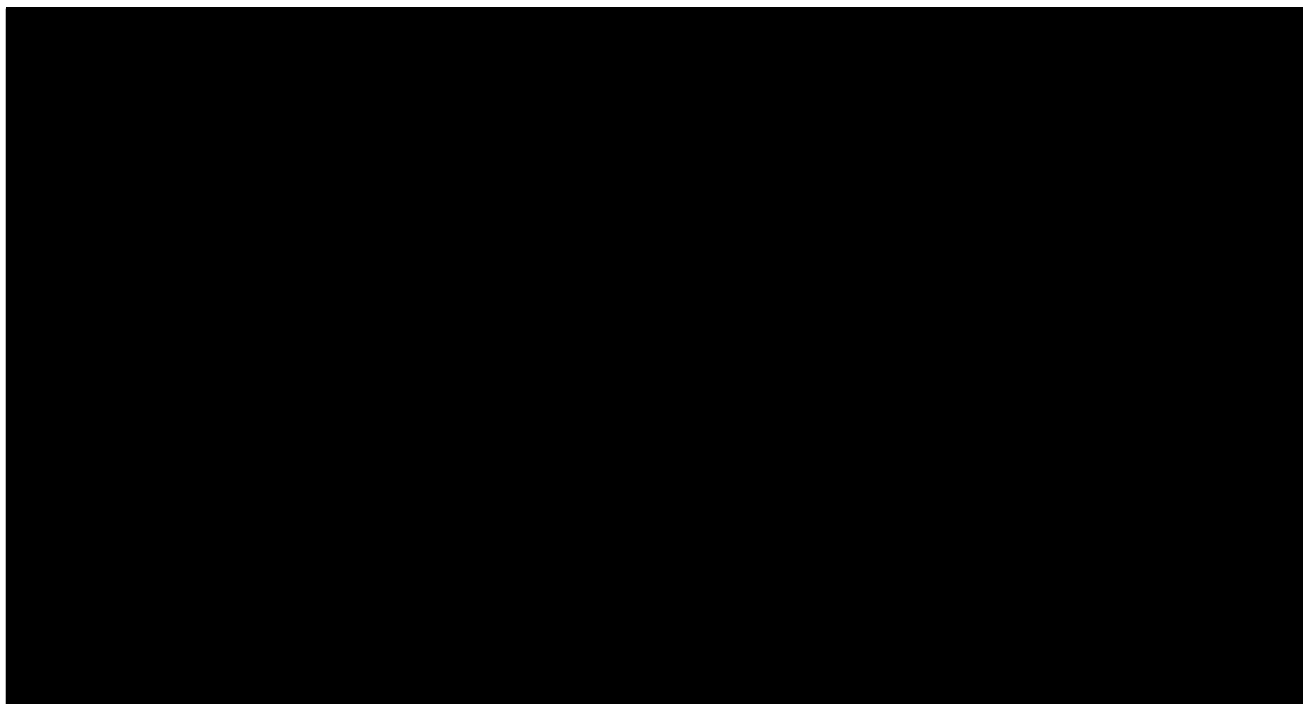
Following your proposal for the supply of services on how to introduce a system of eco modulation of producers' financial under revised WEEE Regulations to The Department for Environment, Food and Rural Affairs (Defra), we are pleased to award this contract to you.

This will start with an inception meeting (**on Tuesday 04th January 2022**) and then delivery of work packages 1, 2, and 3 reports to Defra.

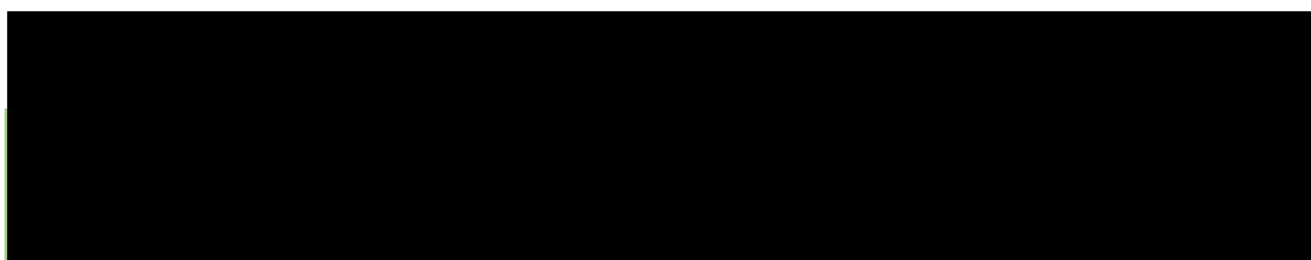
This letter (Award Letter) and its Annexes set out the terms of the contract between The Department for Environment, Food and Rural Affairs (Defra) as the Authority and Sofies UK Consulting as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

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

1. The Services shall be performed at Sofies UK Consulting, the Supplier's premises at Sofies UK Consulting, Unit 12 Acorn Business Park, Portsmouth, Hampshire, PO6 3TH
2. The charges for the Services shall be as set out in Annex 2.
3. The specification of the Services to be supplied is as set out in Annex 3 / the Supplier's tender dated 14th December 2022.
4. The Term shall commence on 04th January 2022 and the Expiry Date shall be 31st March 2022 unless extended or subject to early termination.
5. The address for notices of the Parties are:



1. The following persons are Key Personnel for the purposes of the Agreement:



1. For the purposes of the Agreement the [Staff Vetting Procedures/data security requirements/equality and diversity policy/ [and] environmental policy is.
<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs>

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

Payment

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

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

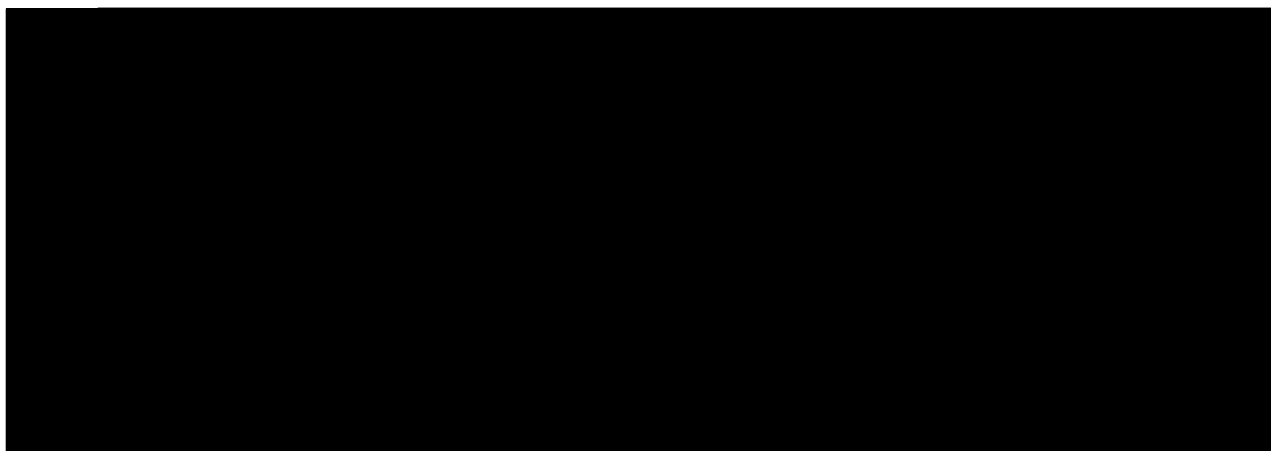
Liaison

For general liaison your contact will continue to be [REDACTED] [REDACTED] [REDACTED] [REDACTED]. The Authority thanks you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Sofies UK Consulting and within 7 days from date of contract issue.

Yours faithfully,

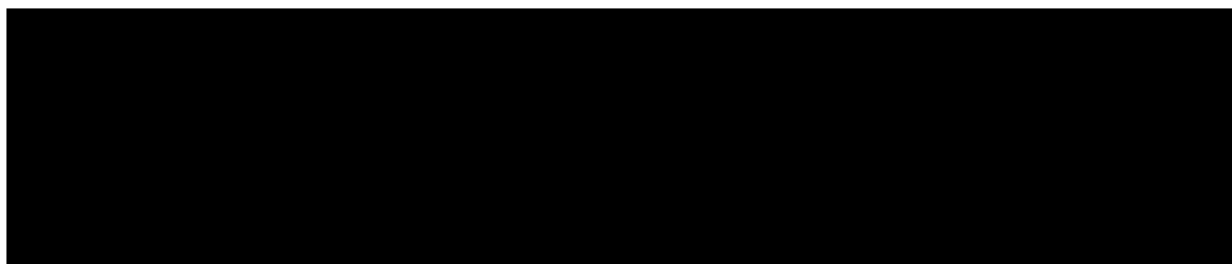
Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's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

Signed for and on behalf of DEFRA



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

Signed for and on behalf of Sofies UK Consulting





Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form - Services

**How to introduce a system of eco modulation of
producers' financial under revised WEEE
Regulations**

Ecm 63601

Annex: 1
Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

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

mean both of them;

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

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

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

2 Basis of Agreement

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

3 Supply of Services

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

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

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

6 Premises and equipment

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

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
 - 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,and the Supplier shall comply with any such notice.
- 7.2 The Supplier shall:
 - 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably

specified by the Customer.

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

8 Assignment and sub-contracting

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

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
 - 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
 - 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
 - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

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

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

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

10 Governance and Records

10.1 The Supplier shall:

- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

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

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier

shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and

11.2.6 where the receiving Party is the Customer:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

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

12 Freedom of Information

12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:

- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or

the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:
 - (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
 - (b) any request for personal data; and
 - 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.
- 13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

- 14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
- 14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the

Supplier be liable to the Customer for any:

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

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

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

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

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

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

15 Force Majeure

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

16 Termination

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

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

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

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

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

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

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

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

jurisdiction; or

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

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

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

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

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

16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and

16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

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

17.2 The Supplier shall:

17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and

17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

17.3 The Supplier shall:

17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and

17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.

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

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

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or

reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

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

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

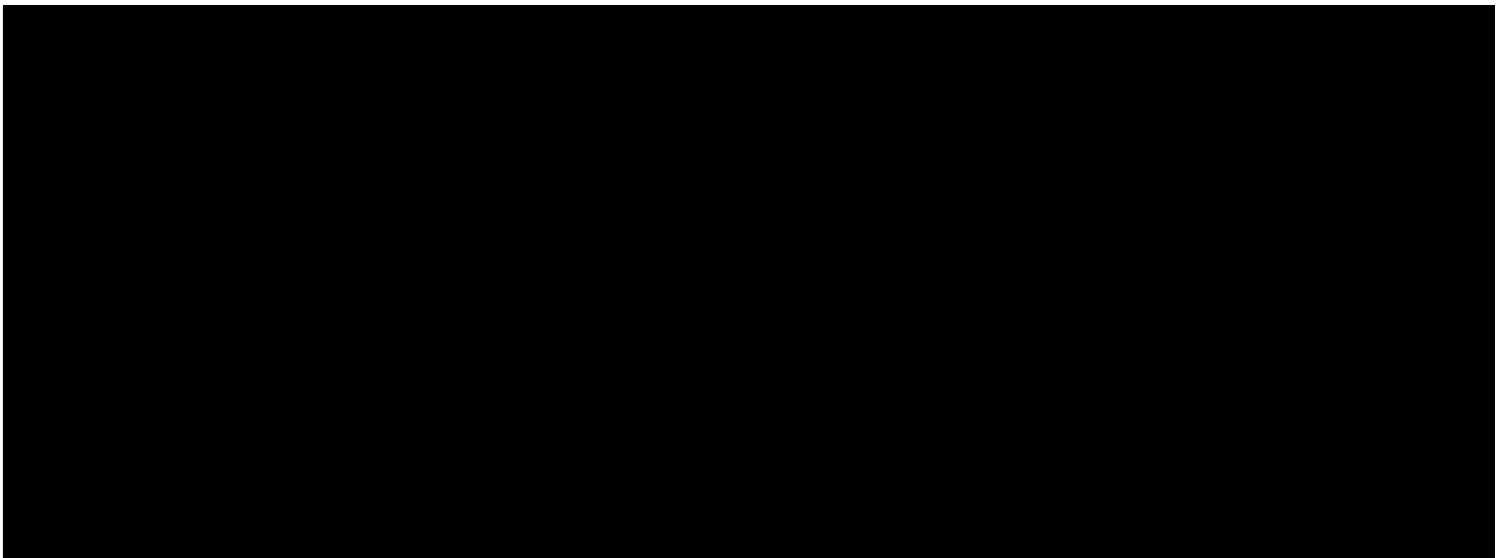
- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the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

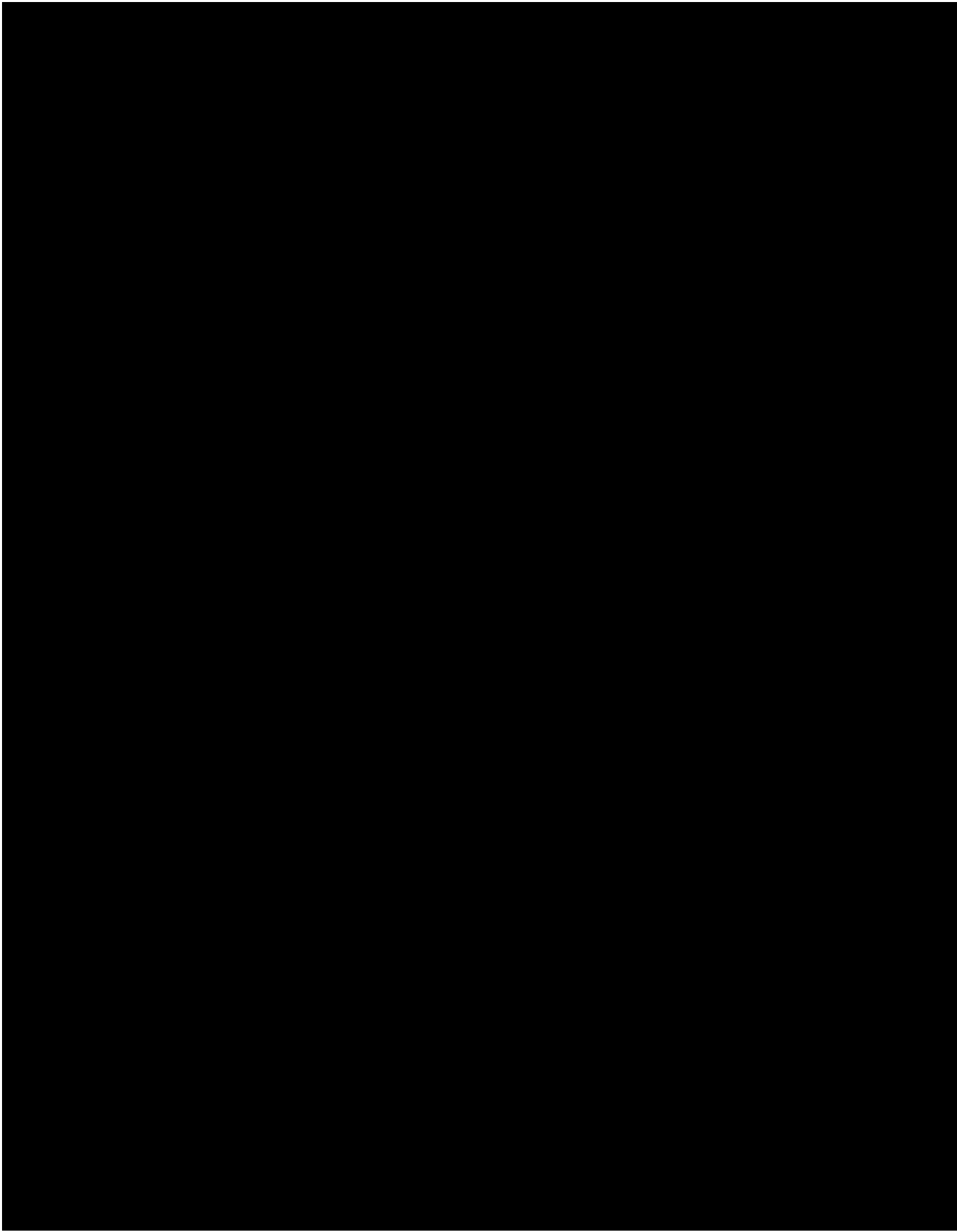
22 Governing Law and Jurisdiction

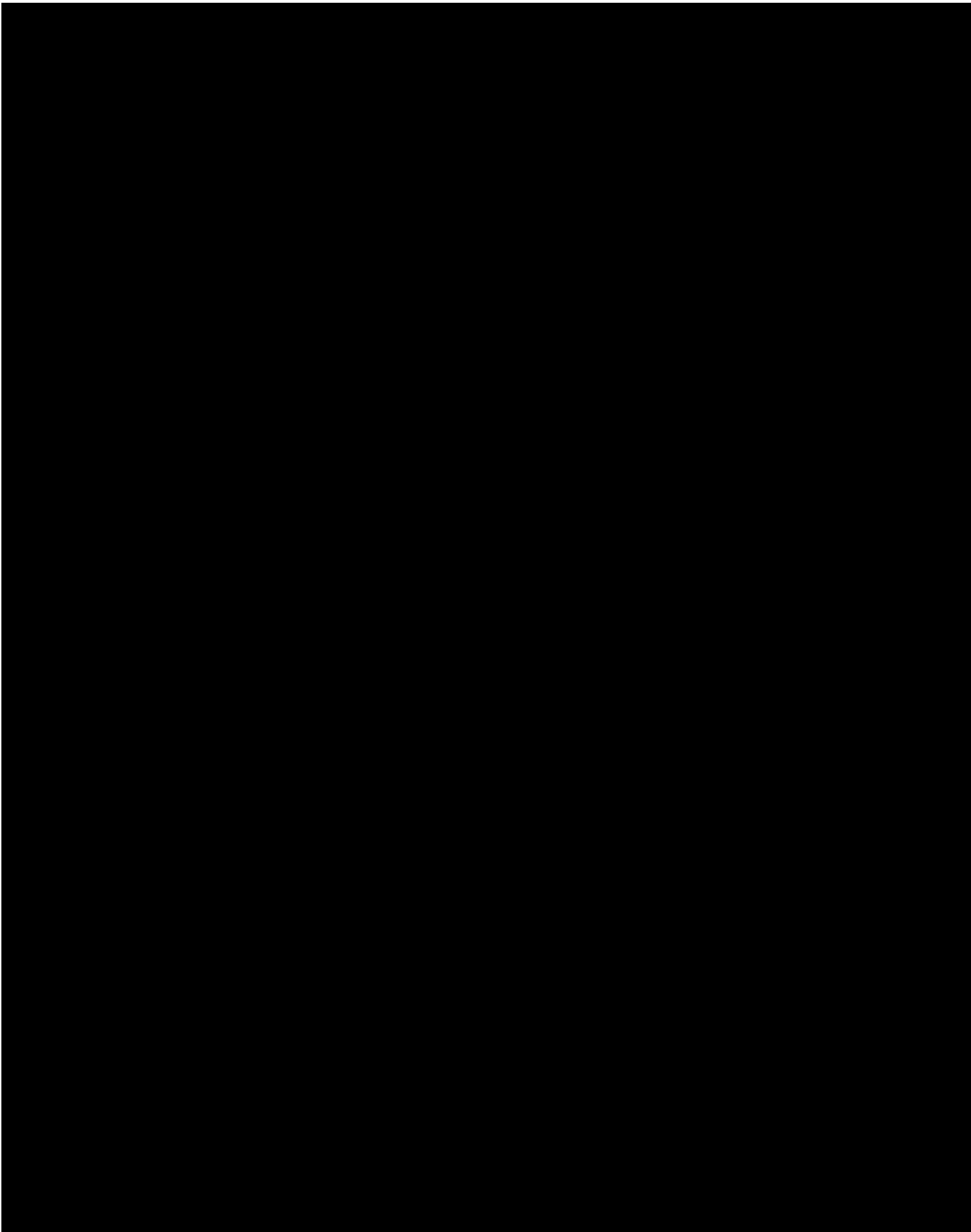
The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

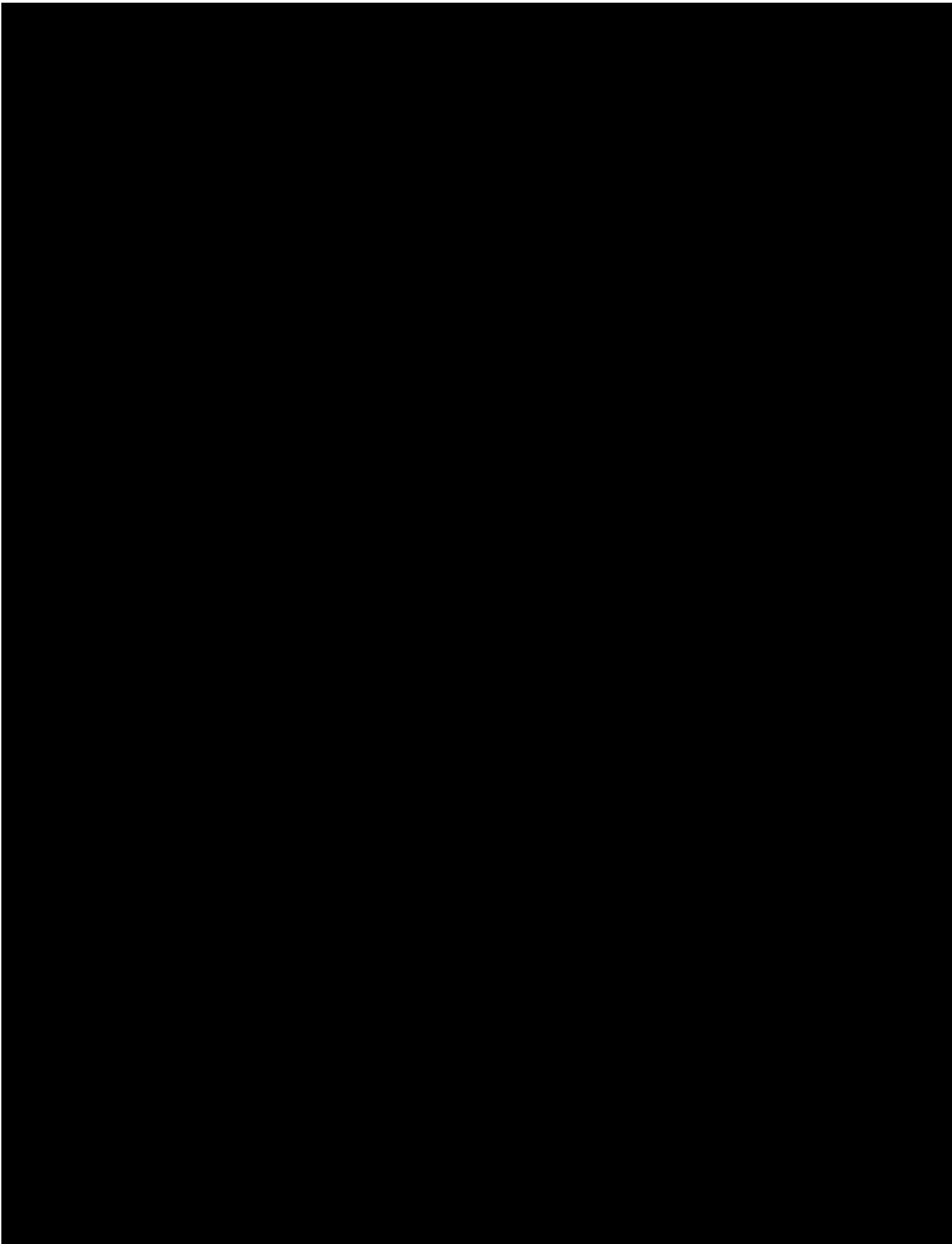
Annex 2: Charges

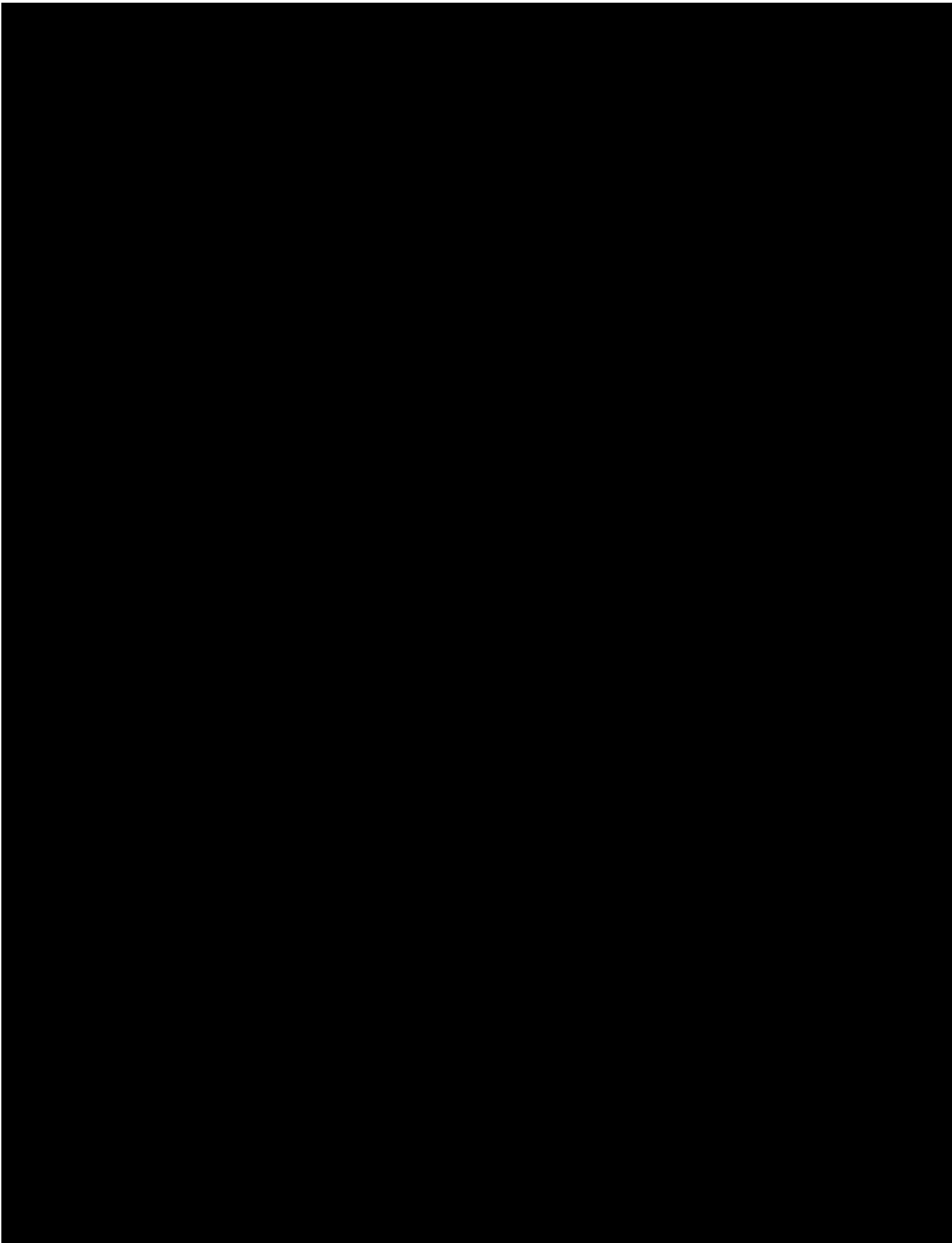
1. The Authority shall pay to the Contractor no more than the fixed sum identified in Table 3 below: **GBP £64,587,50 as the Price.**
2. Subject to any Variation agreed in accordance with the terms of this Contract as set out in Clause 3.3, the amounts in Table 1 shall remain firm throughout the duration of the Contract.
3. In the event that the Contract is varied, the amounts in Table 1 below may be adjusted as agreed in writing, between the Authority and the Contractor and added as an addendum to the Contract to reflect the amount in Table 3.
4. The payment arrangements shall be as follows:
 - 4.1. Upon completion, to the satisfaction of the Authority, of the Services described in the Specification for each of the milestones set out in Table 1 below and upon delivery, to the satisfaction of the Authority, to the Authority of the corresponding milestone deliverables set out in Table 1 below; the Contractor shall submit an invoice to the Authority for the amounts set out in Table 1 in respect of each such milestone;
 - 4.2. Any and all such invoices shall comply with the requirements in section C of the Contract and the Contractor shall provide all further reasonable information and/or evidence of completion as the Authority shall reasonably require to demonstrate the satisfactory completion of the agreed milestones;
 - 4.3. The Authority shall pay all Valid Invoices in accordance with the payment terms in Clause C of the Contract to the bank account nominated by the Contractor in the invoice.

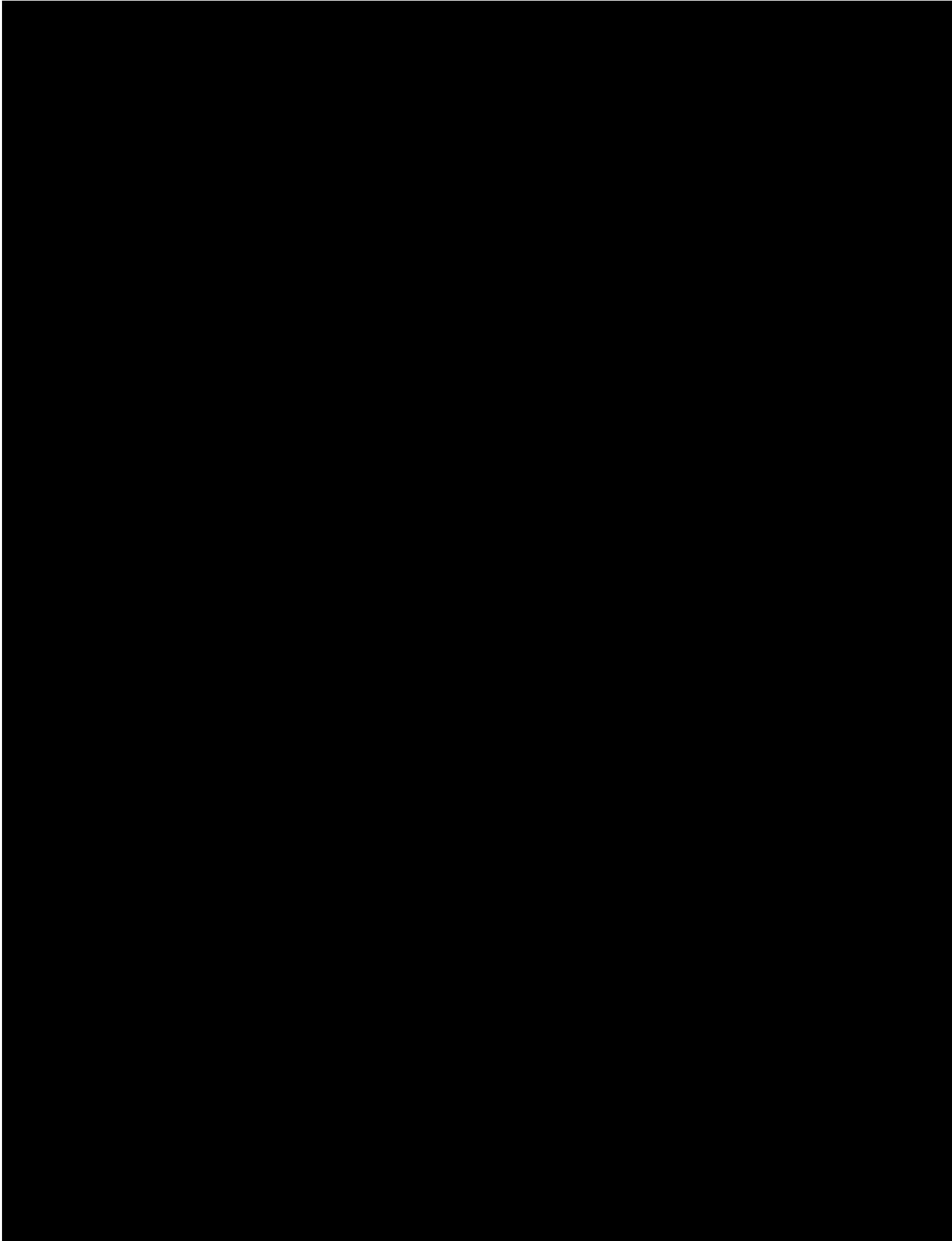


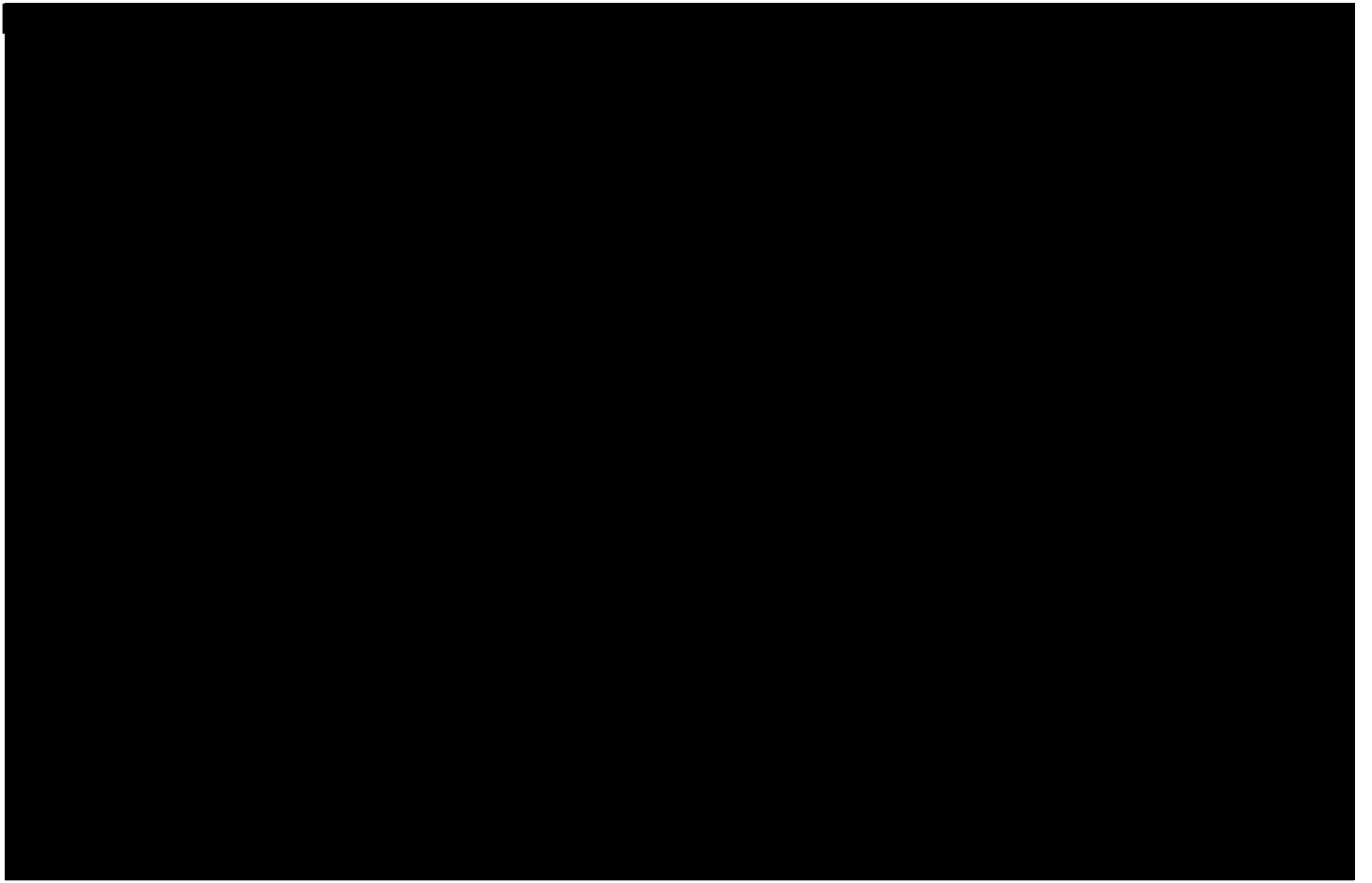














Annex 3: Specification

This section sets out the Authority's requirements.

1. Aim

- 1.1. Research to explore how a system of “eco-modulation” of producers’ financial obligations could be successfully designed and implemented in the UK to the new Waste Electricals and Electronic Equipment (WEEE) regulatory system. Eco modulation of Extended Producer Responsibility (EPR) obligations is viewed as important to foster waste prevention and circular economy for Electrical and Electronic Equipment (EEE).

1.2. Eco modulation within an EPR scheme

Encouraging eco-design and a whole lifecycle approach to design of products is a key part of achieving a more resource efficient and circular economy where products are built to be more durable, repairable, and recyclable and thus able to be kept in use for longer. Reducing electronic waste can help cut carbon emissions and other environmental impacts, for example on nature through extractive processes, as well as helping to safeguard critical stocks of the Earth's natural resources. The resource extraction for, and manufacturing of, electronic products such as mobile phones contribute to more than 50% of their total lifetime CO2 emissions.

In the UK, we have eco-design legislation in place to ensure that energy-related products are designed to meet certain minimum energy and resource efficiency criteria. Several new Eco-design regulations have come into force in 2021, collectively known as the ‘November Package’. These include measures relating to resource efficiency such as availability of spare parts and information for repairers, signalling the direction of travel for future eco-design regulations. Following 1 January 2021, BEIS has taken on responsibility for determining the policy agenda for energy-related products including Eco-design with Defra's support on resource efficiency. As announced in the Prime Minister's Ten Point Plan for a Green Industrial Revolution an energy-related products policy framework will be published this year which will set out how government will push products to use less energy, resources, and materials, saving carbon and helping households and businesses to reduce their energy bills with minimum effort.

The November Package includes horizontal measures relating to the provision of access to spare parts and repair and maintenance information across several product groups including white goods, such as washing machines and fridges, and display equipment.

Eco-modulation of fees is one approach that can be used in EPR regimes to support better eco-design of products. Under a modulated fee approach, the fees paid by the producer will vary according to specific criteria relating to aspects of their products' environmental

performance. The fundamental principle is that the more ‘environmentally-friendly’ products are charged at a lower rate than those that are less ‘environmentally friendly’ to incentivise eco-design.

Eco modulation is intended to incentive Design for Environment (DfE) and reduce End-of-Life (EoL) costs.

BEIS call for evidence¹ on Eco-design policy also revealed that across most products, respondents felt better resource efficiency measures could be introduced. Popular responses focused on introducing requirements for better availability of spare parts, the ability to use common tools for repair, and better access to repair and maintenance information, as well as better measures for recovery, re-use and recycling of critical raw materials².

Critical minerals such as lithium, cobalt, copper, or rare earth elements are essential to make tomorrow’s clean energy system work³. Critical minerals are of particular concern because many clean energy technologies are mineral-intensive, and the supply of minerals is concentrated in a smaller number of countries than is the case for oil and natural gas.

Several countries have started to modulate EPR fees along these criteria, but since these policies are very recent, the insights about the performance of these schemes are limited⁴.

The eco modulation criteria should reflect the product characteristics and its circular economy performance.

2. Background

WEEE collection and treatment arising at Designated Collection Facilities is the responsibility of Producer Compliance Schemes (PCSs). Not all PCSs collect from these sources. PCSs will also finance collections undertaken by retailers and other collectors or enter contractual arrangements directly with processing facilities to finance the costs of WEEE received for proper treatment.

A system exists in which all WEEE collection and treatment that is financed by PCSs has “evidence” issues against it by the AATF to the relevant PCS. This evidence demonstrates the tonnage the PCS has financed against its targets in each calendar year (the compliance

¹ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/967796/energy-related-products-summary-responses.pdf

² BEIS consultation focused on cooking appliances, lighting, water pumps, boilers, heat pumps, electric motors, space cooling, and ventilation. These regulations are mainly for reducing energy use of large electrical. A different approach might be needed for Electrical and Electronic Equipment.

³ World Energy Outlook, International Energy Agency, 13 October 2021; The Role of Critical Minerals in Clean Energy Transitions, International Energy Agency, 5 May 2021.

⁴ Modulated Fees for Extended Producer Responsibility, OECD, Environment Directorate, 9 June 2021
[https://www.oecd.org/officialdocuments/publicdisplaydocumentpdf/?cote=ENV/EPOC/WPRPW\(2020\)2/FINAL&docLanguage=En](https://www.oecd.org/officialdocuments/publicdisplaydocumentpdf/?cote=ENV/EPOC/WPRPW(2020)2/FINAL&docLanguage=En)

year) will enter contractual arrangements directly with treatment facilities. The regulations provide for limited transfer of evidence between schemes.

WEEE evidence can be issues on:

Household (HH) WEEE (also known as business to consumer) when it's separately collected for a producer compliance scheme by a designated collection facility (DCF), a distributor, or under a system set up to accept WEEE from final holders.

Non household (NHH) WEEE (also known as business to business) when it is collected by a PCS for non-household members, or by a non-household producer who, with agreement from their PCS, collect WEEE directly from customers.

HH and NHH WEEE collected in this way is "obligated."

For HH WEEE, the Secretary of State sets annual targets for each category of WEEE. PCSs receive a share of those targets according to the market share of their membership in each category. The targets are published at the end of March.

3. Project Objectives

3.1. Case for change

DEFRA would use the WEEE Review to explore ways of incentivising more eco-design of EEE products.

There are *14 categories* of electric and electronic products which are listed below.

1. Large household appliances (e.g., fridges, washing machines)
2. Small household appliances (e.g., kettles, vacuum cleaners)
3. IT & telecoms equipment (e.g., computers, telephones)
4. Consumer equipment (e.g., radios, security systems)
5. Lighting equipment (e.g., luminaires)
6. Electrical & electronic tools (e.g., drills, pumps)
7. Toys, leisure & sports equipment (e.g., gaming, exercise equipment)
8. Medical devices (except implanted & infected products)
9. Monitoring & control equipment (e.g., meters, production control, smoke detectors)
10. Automatic dispensers (e.g., food and drink, photo booths)
11. Display equipment (e.g., TVs, monitors)
12. Appliances containing refrigerants (e.g., fridges, AC, heat pumps)
13. Gas discharge lamps & LED light sources
14. PV panels (e.g., solar panels)

An assessment of current Producer Responsibility regulations for packaging, WEEE, batteries and textiles shows that the primary focus is on waste management, primarily on recycling, instead of on waste prevention.

Eco-modulation should promote criteria relevant for waste prevention, such as reusability, durability, reparability of products. This is particularly the case for electrical and electronic equipment, all of which is already suitable for separate collection for recycling. This may not be the case for all waste streams (e.g., packaging)

The size of the differential in costs under a modulated approach is a crucial factor to improve product eco-design. Ideally, the size of the modulation should vary depending on whether products are designed towards complying with the top levels of the waste hierarchy: products designed to foster waste prevention and preparation for re-use should incur lower fees than those, which are only designed for improved recycling. Hence, when developing and applying criteria for modulation, the primary focus should be on waste prevention (e.g., reusability, durability, reparability) and not necessarily on recyclability as a priority.

A study⁵ shows that the modulation criteria for EEE have focused on design for disassembly (relevant to repair, upgrade, and end-of-life recycling), the availability of reasonably priced spare parts (or 3D printing files), the extent of the free warranty period (as a proxy for durability/reliability), the reduction in hazardous substances over and above RoHS (Restriction of Hazardous Substances Directive requirements), and the inclusion of post-consumer recycled content plastics. The study also recommends a small number of criteria for each sub-group of EEE (e.g., those that are appropriate for IT equipment may not be the best for white goods) and ones that are relatively simple for producers to report upon.

There is only one European MS (France) that uses fee modulation for EEE.

This research should focus on the UK EPR system for WEEE to devise a competitive and efficient system for eco modulation of obligations. It should include an analysis of the modulation criteria, how to set the size of the obligation efficiently and smartly, a proposal on how to assess cost coverage and the use of incentives or revenue, addressing implementation challenges as part of the UK policy mix, considering the work on Eco Design led by the Department for Business, Energy, and Industrial Strategy (BEIS).

3.2. Principles under consideration

Unlike some countries the UK does not have a system of “fees” payable by producers based on the number of units of product they place on the market of a given product type. Rather, producers (via Producer Compliance Schemes) are set a target to collect an amount of WEEE in each category in which they place product on the market. The amount they are required to finance is based on their market share which is then applied to the collection targets set annually by government. A key difference compared to some EPR approaches

⁵ EC Waste Framework Directive EPR Recommendations for Guidance, Eunomia, May 2020. <https://www.eunomia.co.uk/modulated-fees-and-how-they-work>

used overseas and to the UK packaging regime is that to fulfil their targets, PCSs are typically in the “chain of custody” of the waste, contracting with collectors, transport operators and treatment facilities to process WEEE to meet their targets. Such an approach ensures the collective cost of compliance on producers is likely to closely resemble the actual cost of proper treatment of the waste they are required to finance.

One approach to Eco-modulation would be to modulate the collection targets (i.e., the “obligation”) placed on individual producers. This would mean that producers who design their products to meet specific eco-design criteria would have a discounted WEEE collection obligation compared to that which would have otherwise been applied. The shortfall in tonnage would be met by producers making products that did not meet the specified criteria. However, a system of reduced collection obligations on producers whose products meet the eco design criteria may deliver inefficient outcomes. A system would need to be established that ensured accurate, evidence based, reporting of relevant data with an appropriate level of scrutiny backed up by powers of enforcement.

The aim will be to build an efficient eco modulation scheme, that delivers the most impact at the lowest cost, avoiding distortions and can be enforced effectively.

The modulation of financial obligations could focus on horizontal incentives that encourage i) light weighting, ii) ecological profiles, iii) durability (including repairability) and iv) tackle issues of scarce and critical materials.

Other metrics that could be used are: i) a minimum percentage of recycled content; ii) high reparability index; iii) reduction in weight of material and iv) a shift from low to easily recyclable materials, v) sustainable sources, vi)

To avoid inefficiencies, any financial incentive should be set against clear metrics.

3.3. Key Research Questions

The new “eco-modulation” system needs to complement measures under the Eco Design Regulations and reward producers who put products onto the UK market that will reduce primary material use, reduce carbon emissions, and bring wider environmental benefit.

The key broad questions that the research would need to answer are:

- What would a “good” system look like?
- What would a “bad” system look like?
- What are the pros and cons of having “horizontal measures” for modulation vs. detailed product specific criteria?

- What should be the criteria on which eco modulation of EEE is based on? Should it be focused on *design for disassembly (relevant to repair, upgrade, and end-of-life recycling)*, *the availability of reasonably priced spare parts (or 3D printing files)*, *the extent of the free warranty period (as a proxy for durability/reliability)*, *the reduction in hazardous substances over and above RoHS (Restriction of Hazardous Substances Directive requirements)*, *reparability (availability of spare parts)* and *the inclusion of post-consumer recycled content plastics*? Are there any other criteria relevant for EEE? If so, please specify.
- What would be the metrics to quantify the criteria used?
- In a market-based system in which producers are in the chain of custody of waste, how could eco-modulation be applied;
 - a. to a **producers' collection obligation** rather than via a system of fees or up-front deposits?
 - b. Via a system of up-front deposits paid by producers of electric and electronic equipment in proportion to the amount placed on market. This would be redeemable in exchange for evidence that an equivalent amount of electric and electronic equipment has been recycled,
 - c. Via a **fee** paid by producers of EEE in proportion to the amount placed on market. This fee could be modulated by type of EEE/material, with the aim of encouraging the use of circular use of materials for EEE. Should the fees be passed to a central body, which would then use this money to fund collection, sorting, and treatment of WEEE?
- What should the size compliance cost differential be and the extent of modulation be, to effectively change behaviour, in any of the models described above?
- What are the costs that should be covered by the EPR eco modulation system? Moving from a focus of waste management (collection, sorting, and treatment) to other externalities that are relevant through the value chain, i.e., contamination of land, water and air and impact of human and animal health.
- How can we ensure a proper implementation and effective enforcement of eco modulation provisions? For example, misdeclaration, registration and third-party verification, governance, and monitoring of the scheme. How can transparency on the use of the eco modulation fee be ensured? How can we avoid fraudulent reporting?
- Should a “bonus” or “malus” be added on top of real costs, to cover parts of external environmental costs according to lifecycle analysis?
- How should the fees be used or allocated? For example, should the fees be ear-marked for waste prevention or social economy issues to avoid lock-in to business as usual?
- How should this “eco-modulation” of EEE products interact with BEIS Eco Design Regulations?
- Are there any products or categories of EEE which do not lend themselves for eco-modulation? Are there any front runner products which readily lend themselves to eco modulation?
- Should the eco modulation incentive consider the type of WEEE (and therefore the recycling costs), the return rate and the recycled material prices?
- What lessons can the UK learn from the application of eco modulation in other countries. Is there a role for internationally recognised standards e.g., EPEAT in ICT sector?
- How should carbon impacts be considered and assessed in the application of eco modulation? What will be the carbon impacts of introducing an eco-modulation scheme?
- Should other measures be considered (for example, fiscal) in addition/instead of to effectively change behaviour.

4. Project Deliverables

The main deliverables will be a *report and presentation* with analysis of the possible eco modulation approaches listed above, possible modulation criteria, fee structure and magnitude of modulation as well as examples and concrete recommendations which will be written in a clear, non-technical way.

The report, addressing the questions laid out in work packages **1, 2 and 3** (see below) should give a comprehensive account of the methodologies and quality assurance processes used. Accompanying this report should be all relevant data sets in an agreed, accessible format (e.g., comma separated variable). Additionally, qualitative info that is used to inform the findings should be made available to Defra.

- Report covering recommendations for EPR for electrical and electronic equipment (EEE) and an executive summary with key recommendations
- 1-hour presentation of key findings in a webinar organised by DEFRA

4.1. Proposal

- The proposal should state your understanding of what the research proposal is, why you are suitable to carry out the work and a budget.
- You must supply a breakdown of the costings into project stages, with associated deliverables/milestones. The costs should reflect the value of work delivered in that stage.
- You must specify what measures you will put in place to ensure quality throughout the project, including in the outputs they send to Defra.

4.2. Expertise

- Knowledge of the waste management sector
- Knowledge of the electric and electronic equipment and waste production sector

- The Authority expects high quality outputs. All outputs will need to be reviewed and commented on by Defra, potentially resulting in several iterations needed.
- The contractors should plan their timings and costs to account for potential multiple iterations of outputs. They must put quality assurance in place before they send outputs to DEFRA.
- Although delivery of the final report by 31 March 2022 would meet the needs of the project, when assessing the technical quality of the tender, timeliness of delivery will be one of the criteria used by the evaluation panel. Therefore, all other things being equal, a higher score will be given to those tenders that can guarantee delivery by 31 March 2022.
- Defra requires published outputs to be of a high standard, in plain English and without grammar or spelling errors. We reserve the right to require the contractor to appoint, at their own expense, a proof-reader and/or copy editor if we can demonstrate that the standard falls well below similar previously published reports.
- The following table should be provided summarising prices. The table must be annotated to itemise any assumptions you have made, beyond those stated in this ITT.
- Suppliers must not include any reference to price in their technical submission. The table should be provided as an attachment to the commercial envelope in Bravo.

Work package 1: Recommend obligation or deposit / POM fee values

- Recommend a categorisation of WEEE for which different obligations or deposits / fees should be set. This should balance operability of the scheme, with its ability to deter environmentally damaging products.
 - This should recommend how to handle different types of products
 - Should obligations or fees be set per ton, or in some other way?
 - If deemed appropriate, a different categorisation for each option can be recommended.
 - The recommended categorisation should account for the requirement of an 'approved list' of WEEE products or categories of products which are easier to eco modulate (and would likely carry an obligation/smaller deposit fee).
- For the obligation or deposits option:
 - Suggest indicative obligations/deposits, and modulation for each class of WEEE, that will be required to drive environmental benefits (from changing producer behaviour).
 - Set out the difficulties in setting an optimum obligation/deposit and the risks/impacts of setting them too high or low. Set out how these risks could be reduced / mitigated.
- For the obligation or Place On Market (PoM) fee option:
 - Suggest indicative fees (and modulation thereof) that would be required to accomplish the stated aims: giving an incentive or recovering a certain amount of money and shifting

production to more environmentally friendly / recyclable EEE products. There may be multiple scenarios of total obligation set or fees to be charged.

Work Package 2: Appraise the likely impacts of both an obligation or deposits system and a PoM fee EPR system on producers, addressing as a minimum the following questions:

- What are the probable impacts of the recommended obligations or deposits / POM fees on various producers at different points in the supply chain?
- What would be the likely impacts on market prices for a sample of products?
- How might producers and consumers respond to the changes in prices?
- For given obligations or deposits / fees, how likely are producers to change EEE design to something more sustainable according the criteria and metrics discussed in research question 4.
- What opportunities are there for any players to 'game' an obligation or deposits or POM fee system? How can we avoid these?
- For the obligation/deposits system:
 - How close to the deposit value will re-processors be likely to charge for the evidence?
 - To what extent can a given set of obligations or deposits be expected to drive reverse logistics?
 - Does taking an obligation or deposit up front, rather than paying a POM fee, affect the distribution of the impact across producers of different size?
 - What are the likely short- and long-term effects that the additional income generated from the higher cost have on operators elsewhere in the waste management chain? (i.e., Materials Recovery Facilities, transfer stations, collection companies, local authorities, residual waste facilities (Energy from Waste, Landfill, Mechanical and Biological Treatment)) Where can we expect the extra money paid for evidence to flow to?

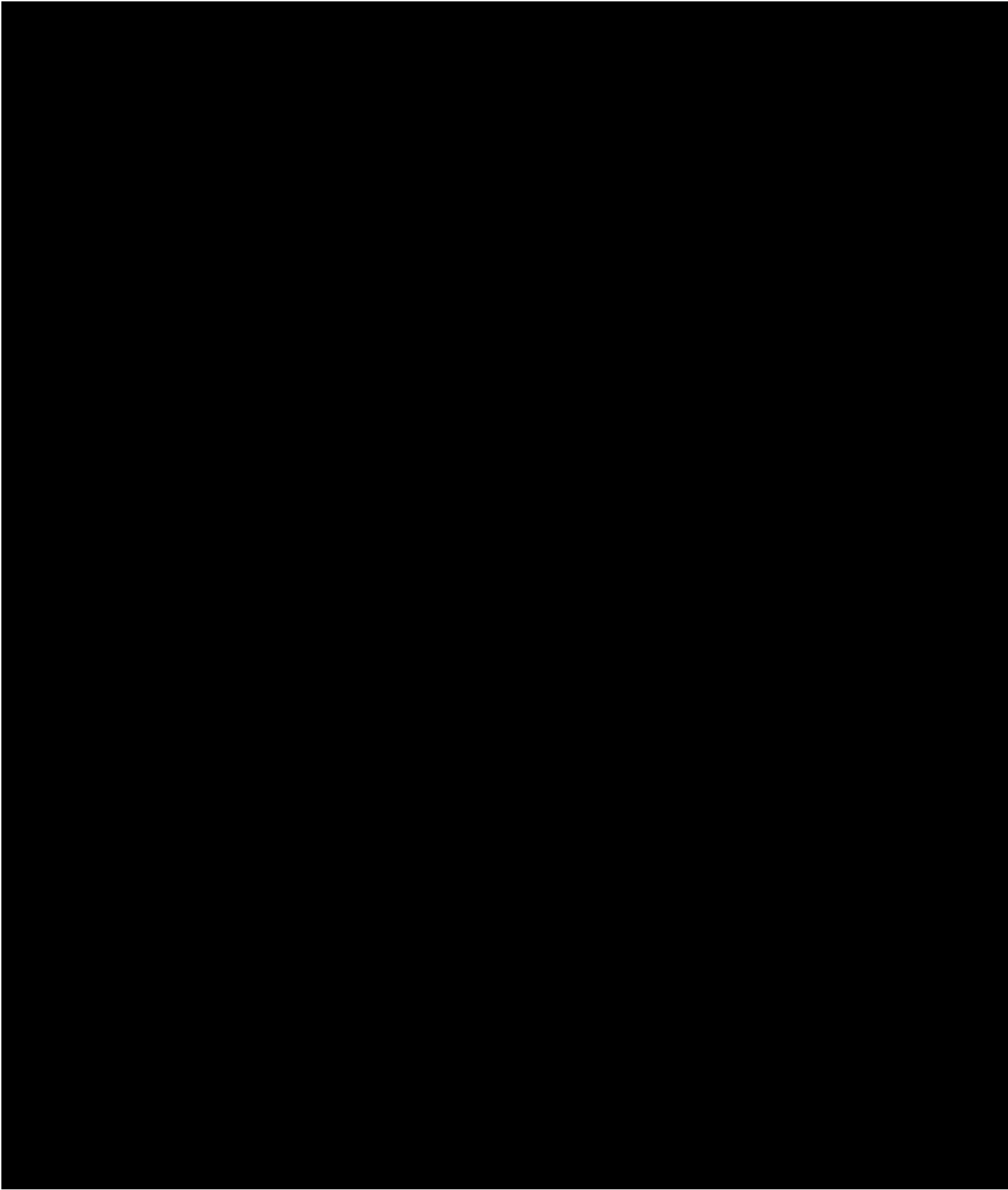
Work package 3: Assess operational and administrative aspects of both an obligation and a deposits system and a PoM fee EPR system

- For an obligation/deposits system:
 - How often should an obligation be set or a deposit be collected? What would be the implications of imposing/collecting it more / less frequently?
 - How long should obligation/deposits be 'valid' for?
 - What are the major logistical barriers to an effective obligation/deposits EPR system and how can these be overcome?
 - What are the benefits of an obligation/deposit over an equivalent fee paid later (upon failing to supply the evidence)?

- To create and run an effective obligation or deposits system, what are the likely administrative costs to producers, waste management companies, government, and any other key players such as regulators?
- For a POM fee system:
 - What are the major logistical barriers to an effective obligation or modulated PoM fee EPR system and how can these be overcome?
 - To create and run an effective obligation or modulated fee system, what are the likely administrative costs to producers, waste management companies, government, a single Producer Responsibility Organisation, and any other key players?

Project Deliverables & Milestones	Detail of Task	Responsible Party	Dates
Milestone 1	<p>Inception meeting with the Project Team to discuss Project Plan.</p> <p>Agreeing deadline, roles of project team and clarification of ITT. Discussions on scope and answering any queries on methodology.</p>	Contractor & Supplier Project Team	Held on 04/01/2022
Milestone 2	<p>Interim report covering recommendations for EPR for electrical and electronic equipment (EEE).</p> <p>To allow initial feedback from DEFRA on the research and conclusions to date (1 iteration only). DEFRA to coordinate internal review.</p>	Contractor & Supplier Project Team	Deadline of w/b 21/02/2022*

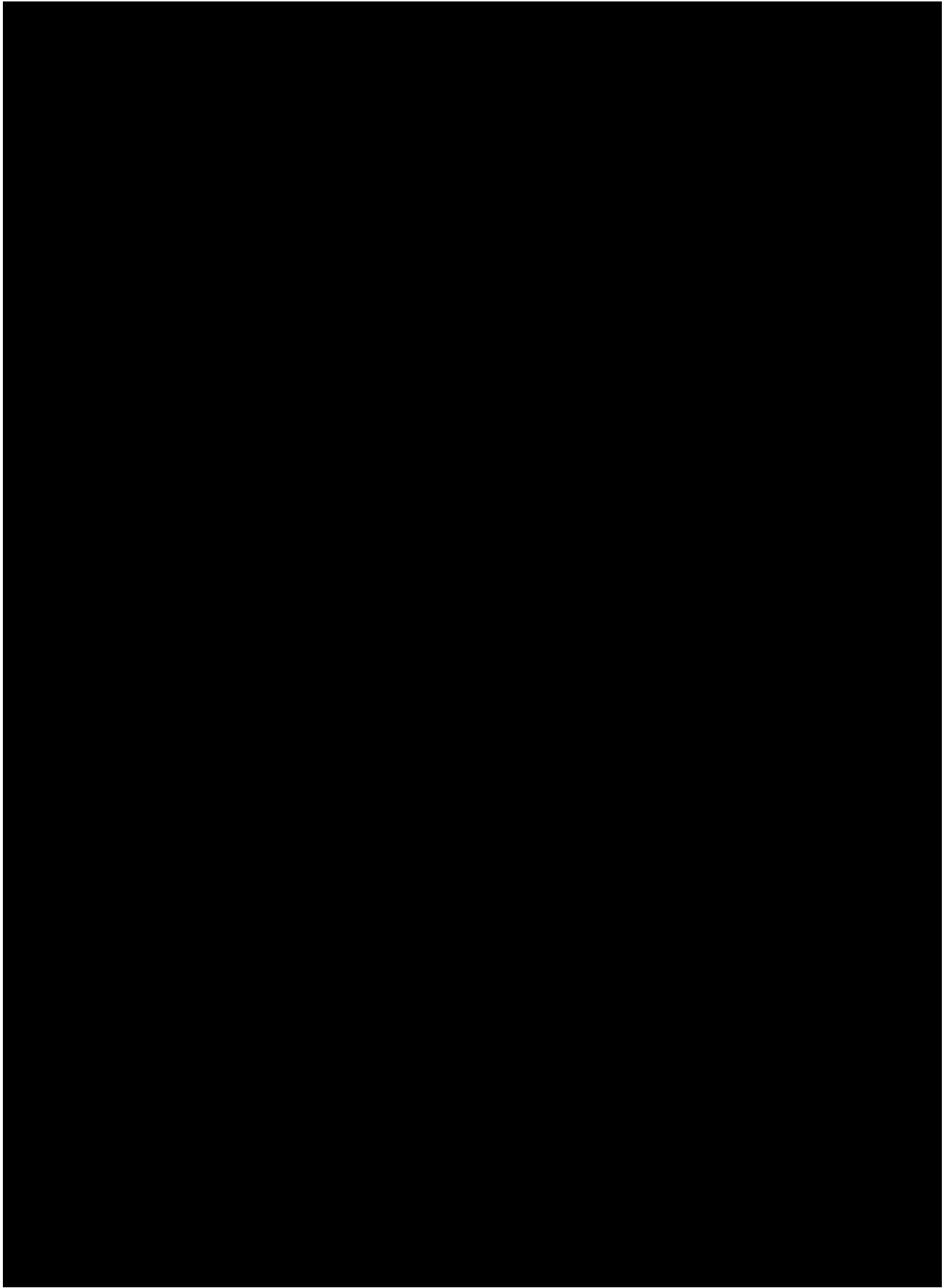
Milestone 3	<p>Submission of final report covering recommendations for EPR for electrical and electronic equipment (EEE) and an executive summary with key recommendations.</p> <p>DEFRA to coordinate internal review ahead of final sign-off.</p>	Contractor & Supplier Project Team	Deadline of 31/03/2022
Milestone 4	Delivery of 1-hour presentation of key findings in a webinar organised by DEFRA	Contractor & Supplier Project Team	Deadline of 31/03/2022
*Dates for week commencing confirmed in the inception meeting.			



[REDACTED]

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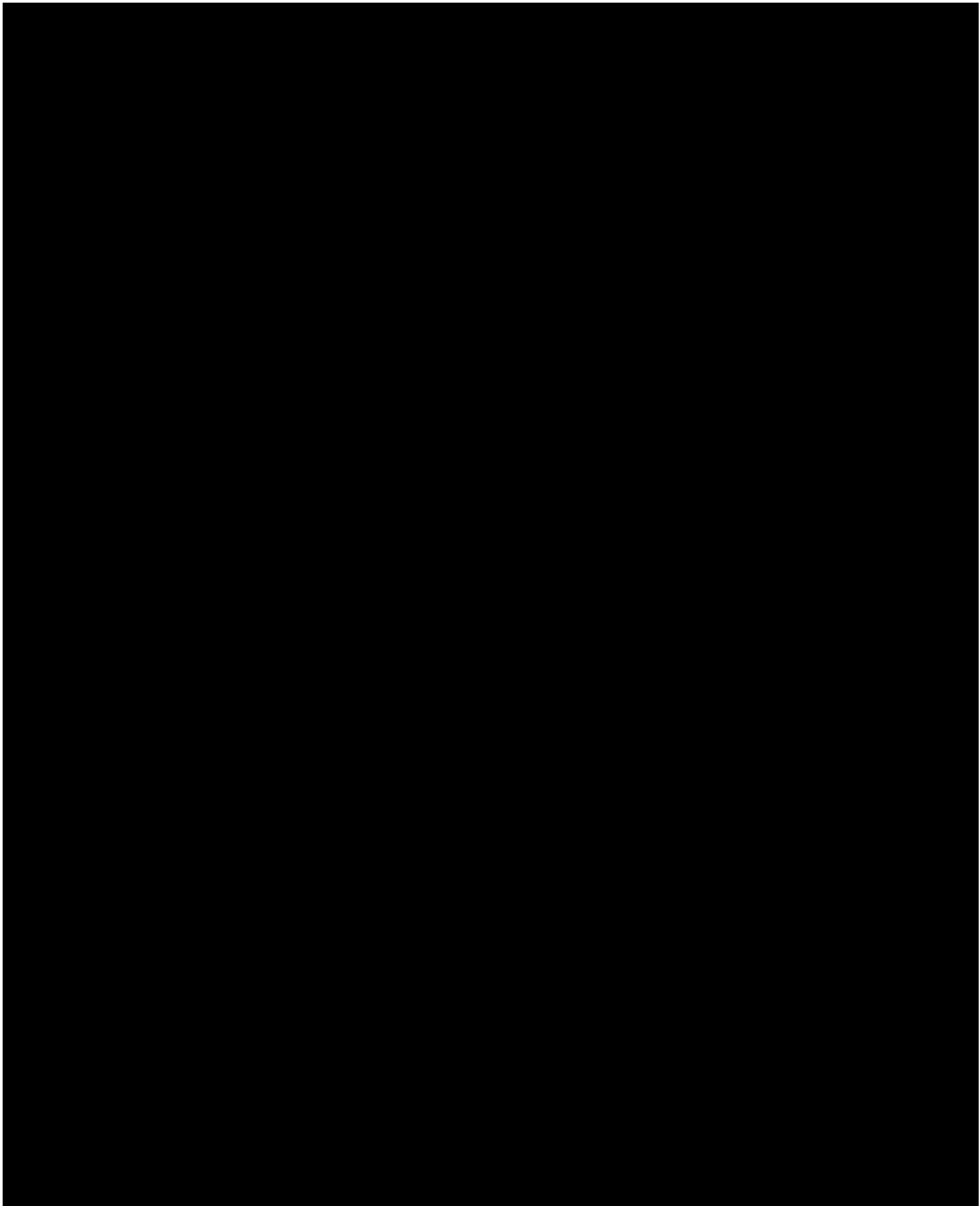
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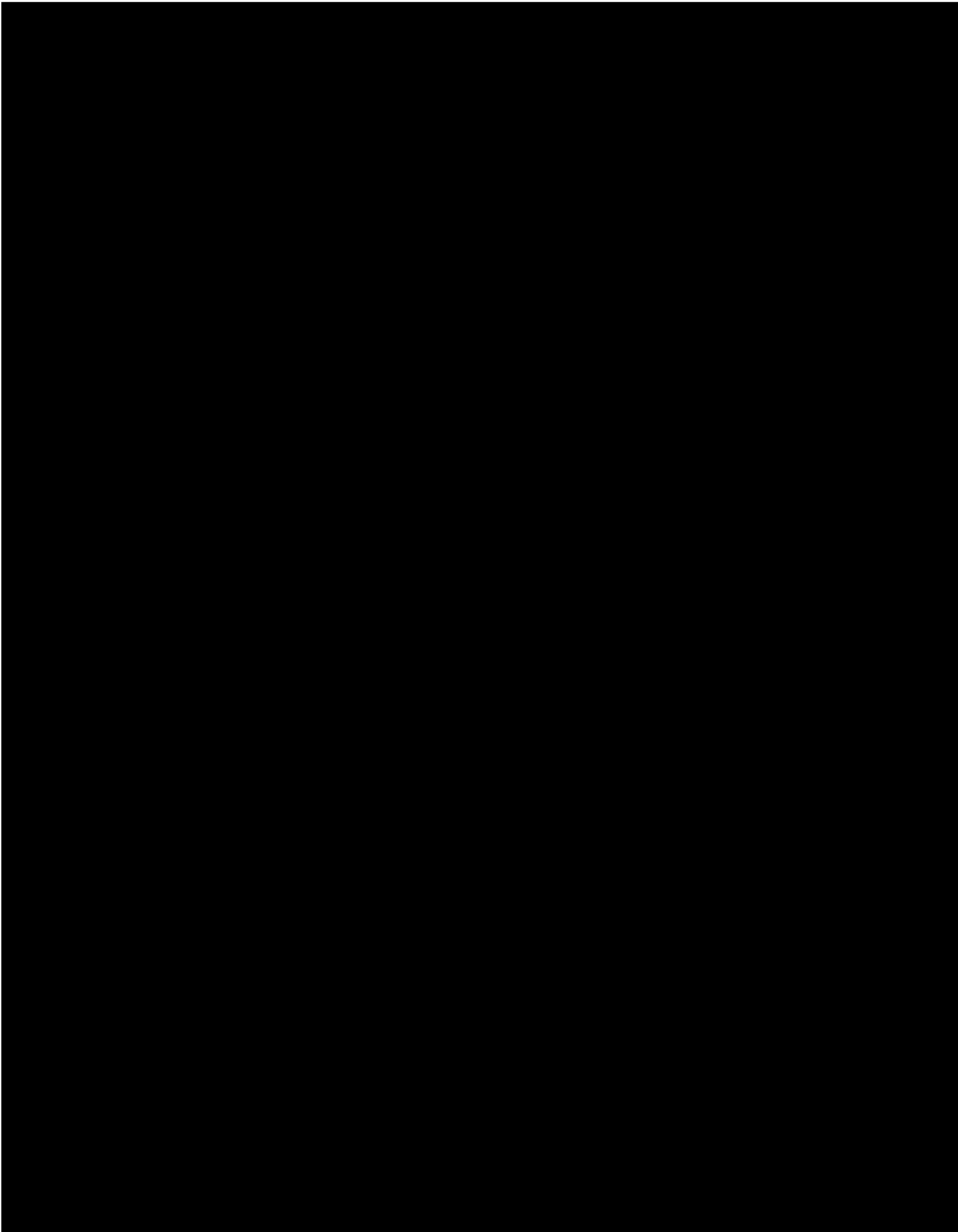


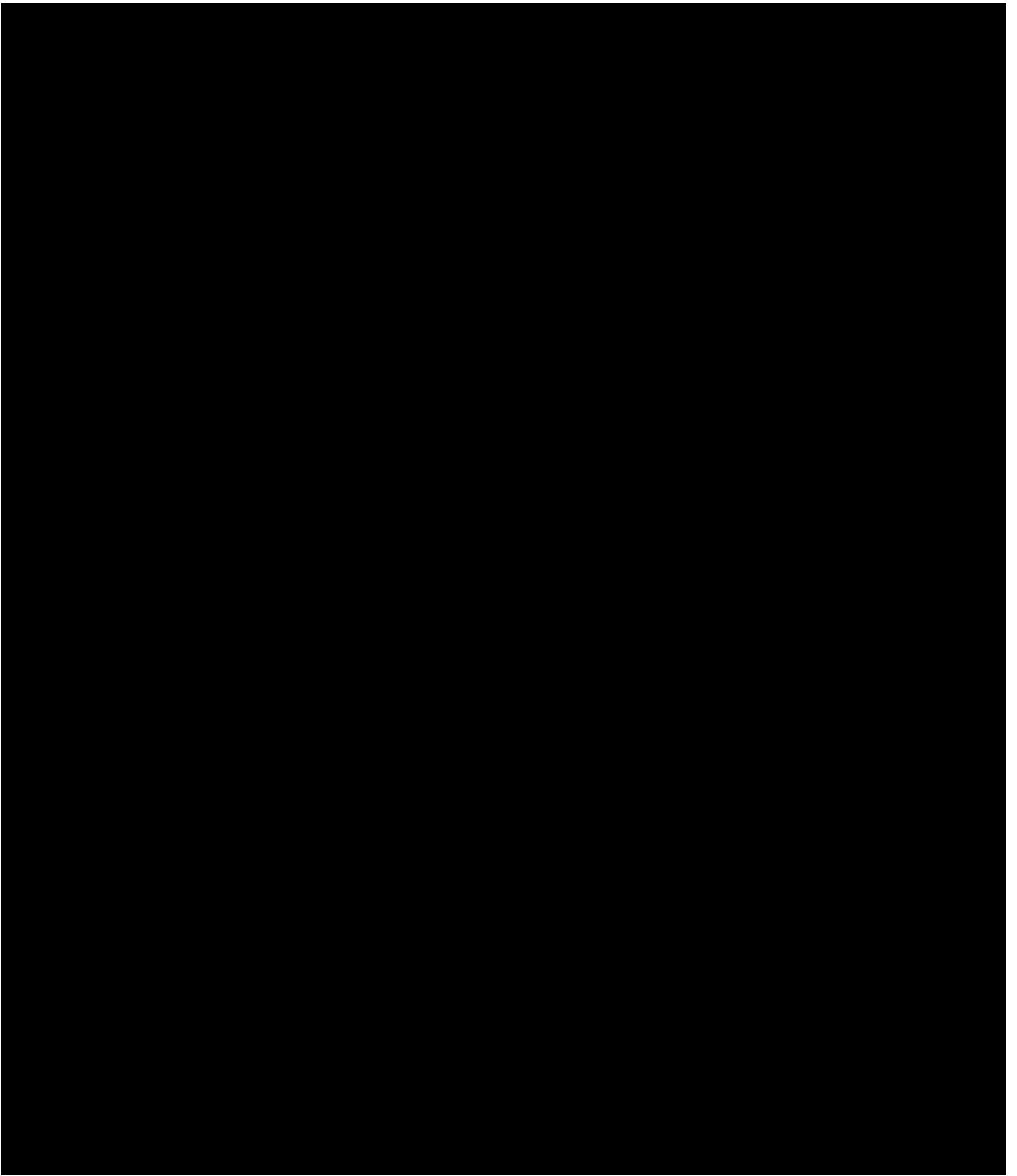
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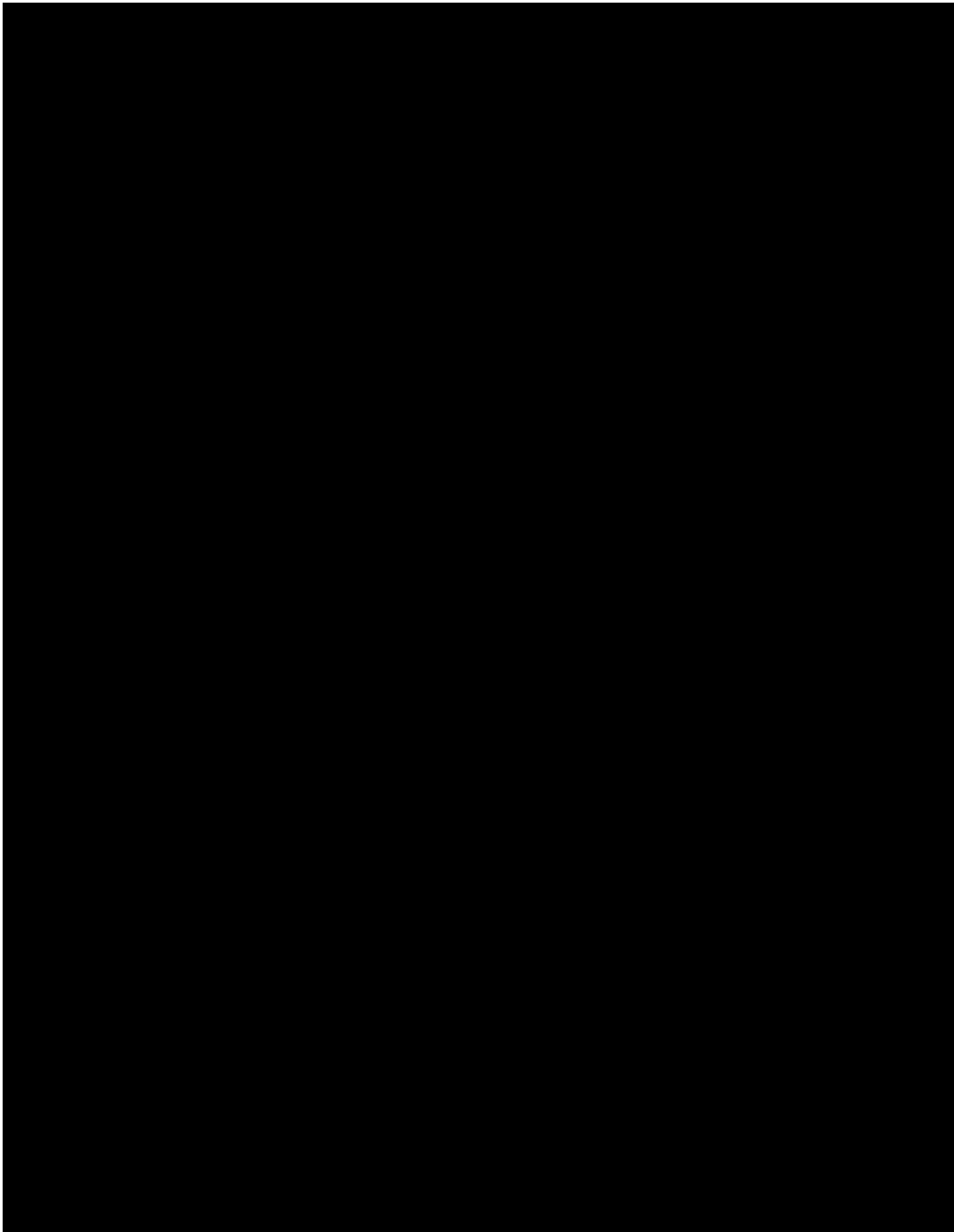
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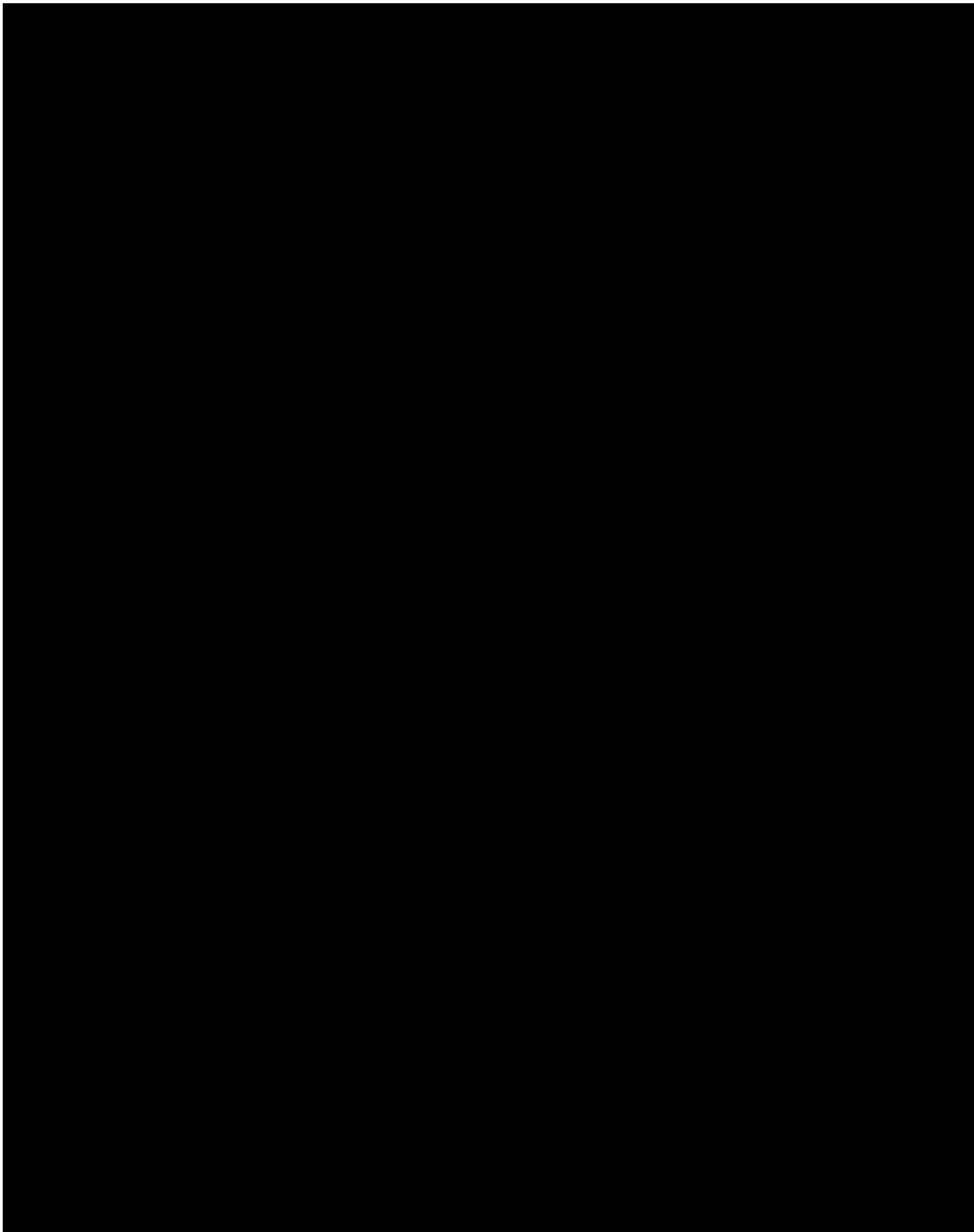
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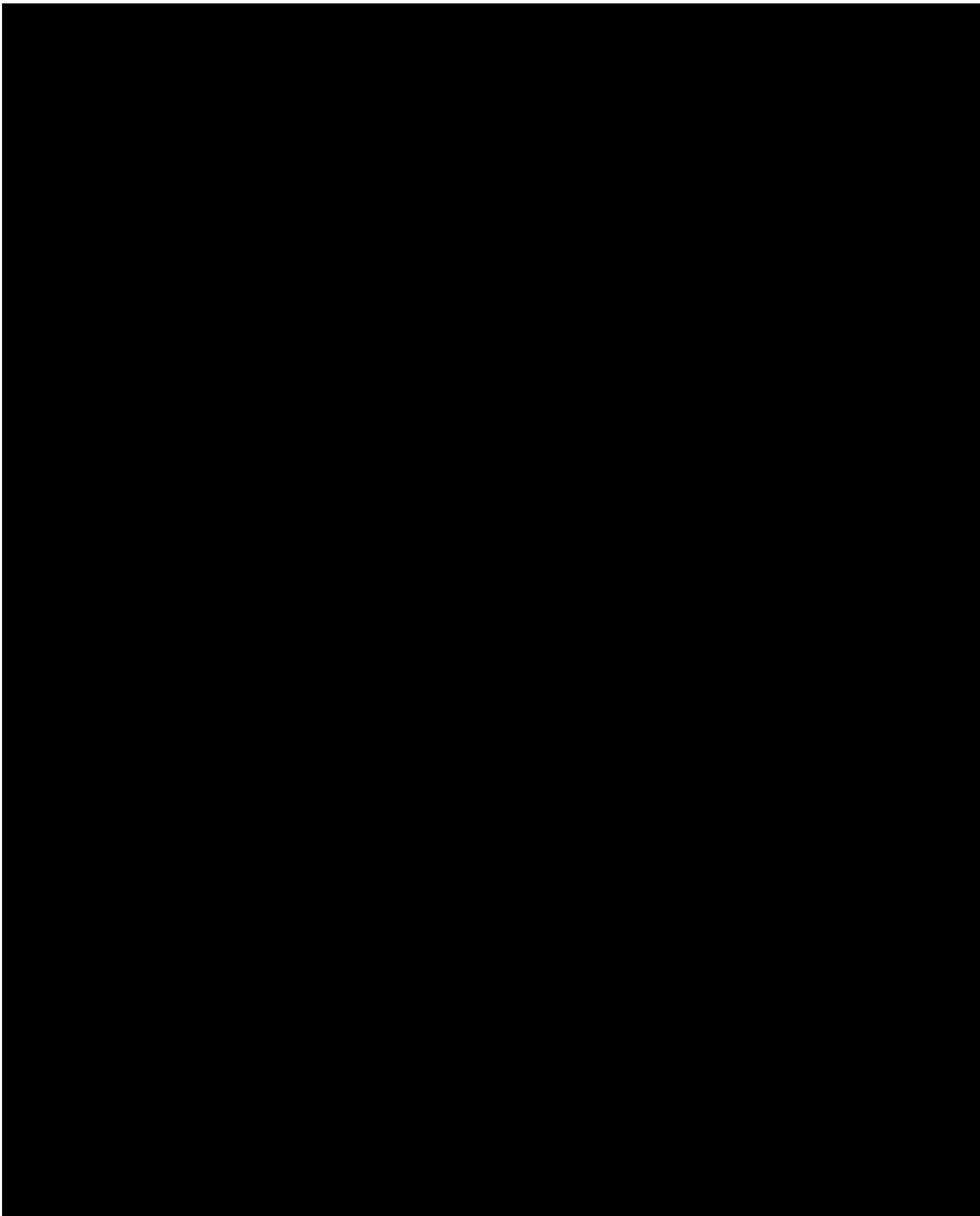


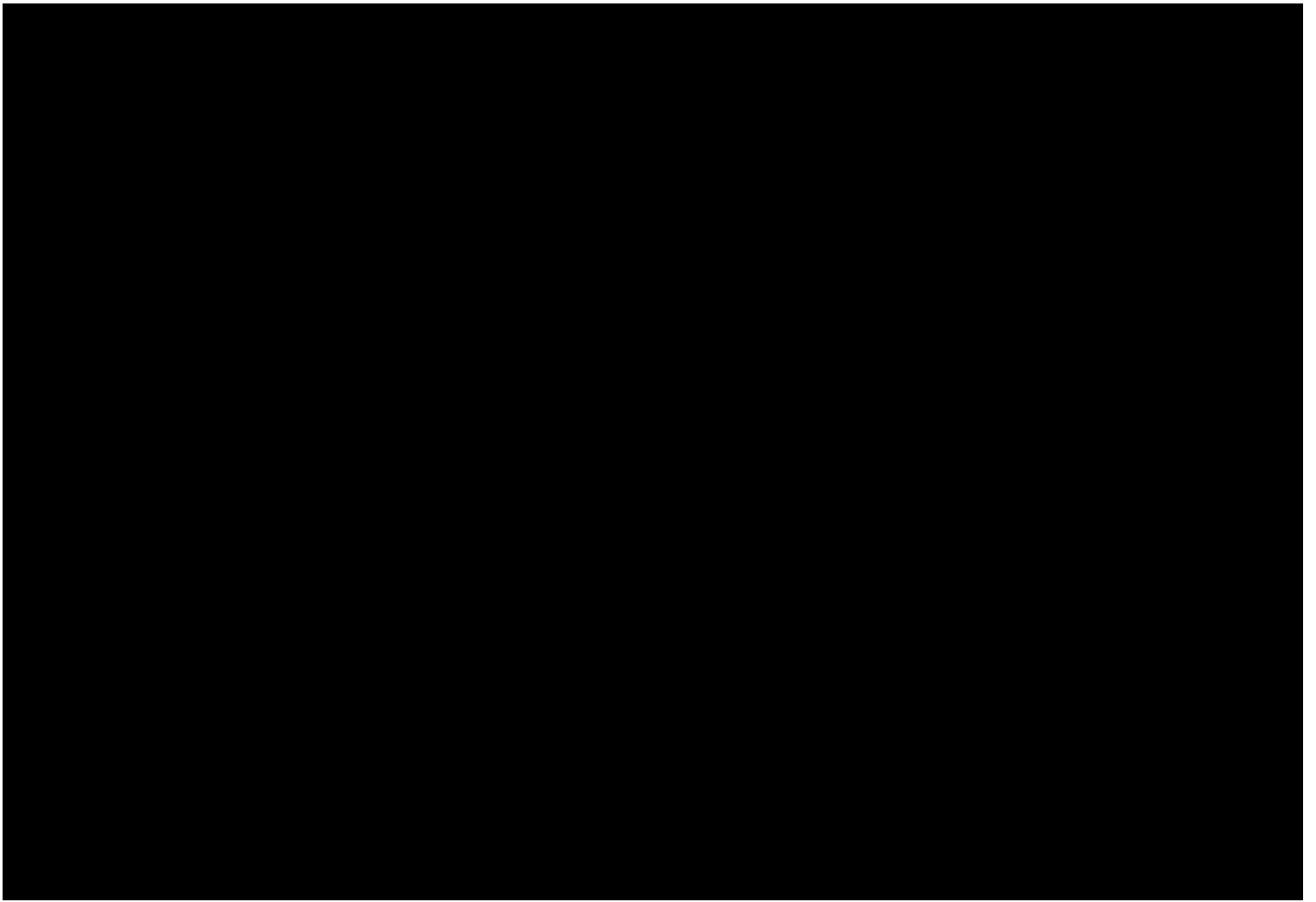


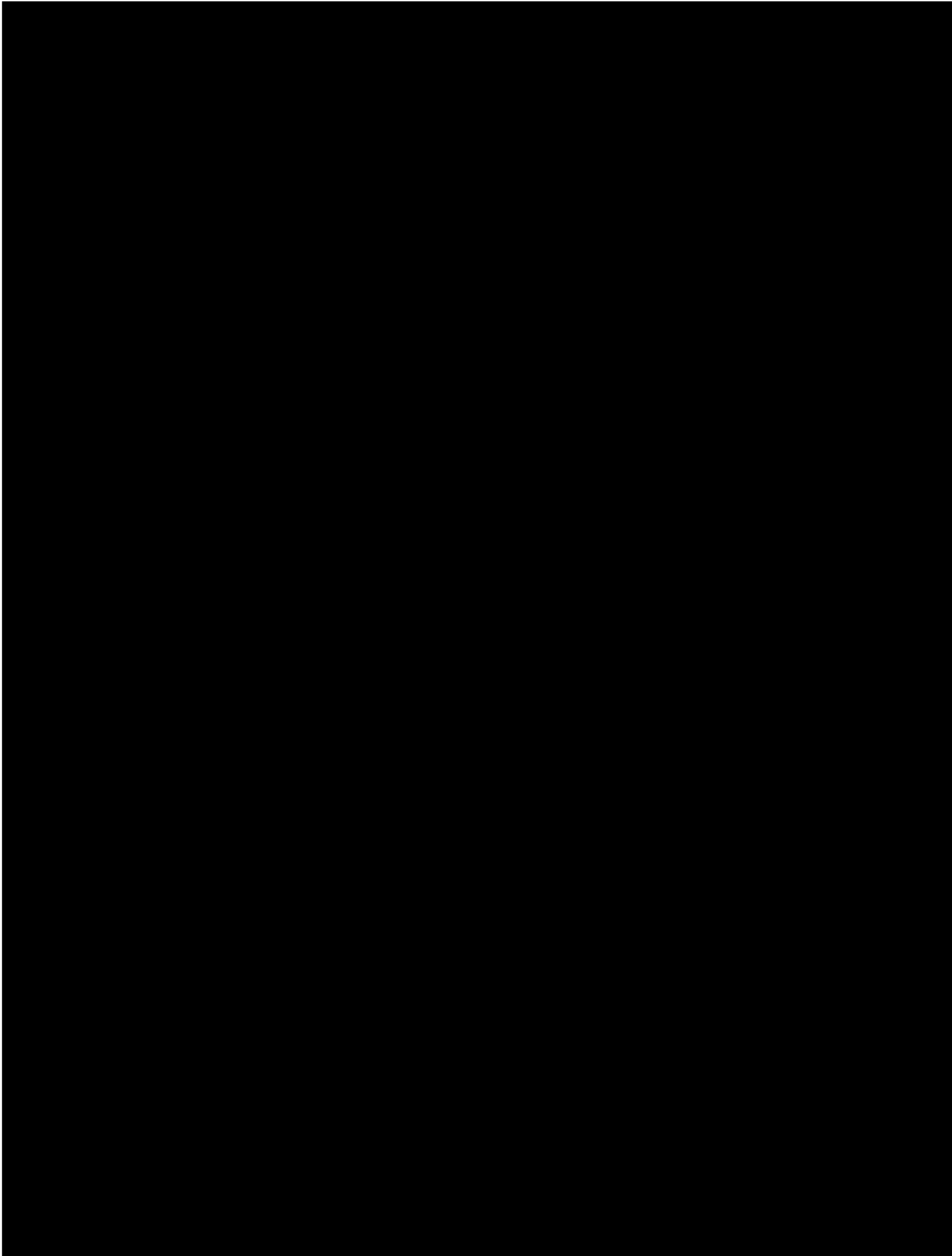




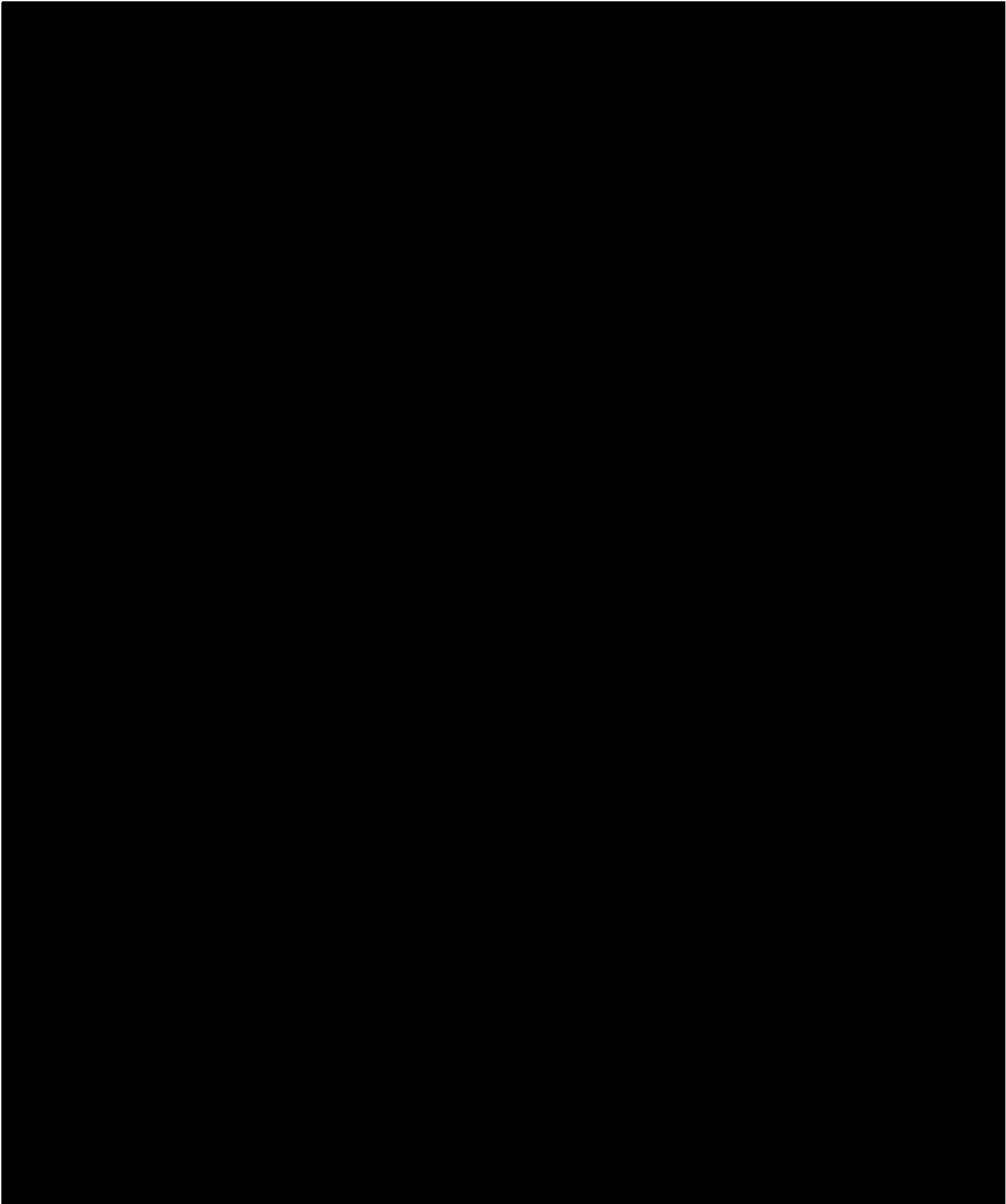


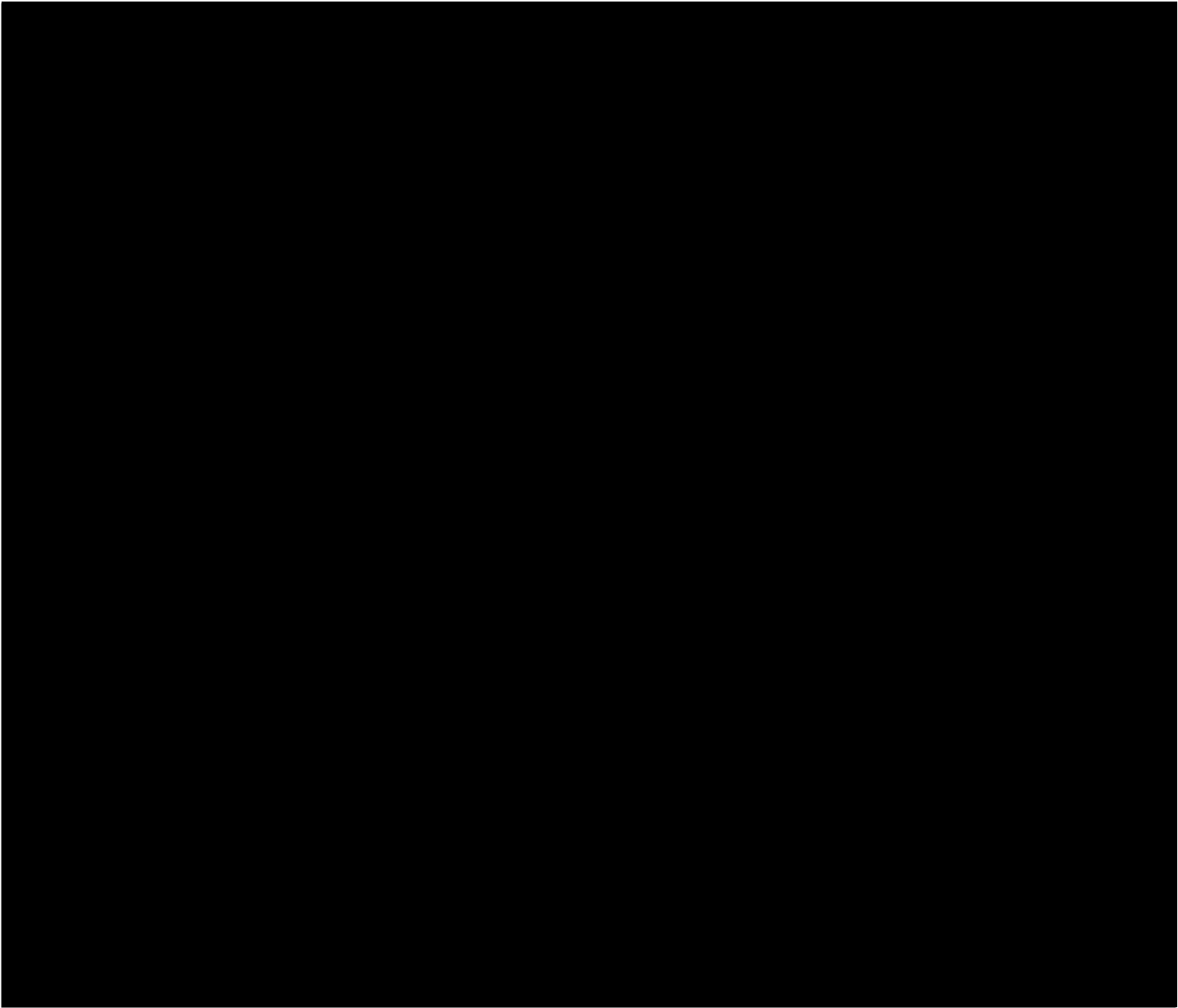












Annex 7:

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

2. The contact details of the Authority Data Protection Officer are:

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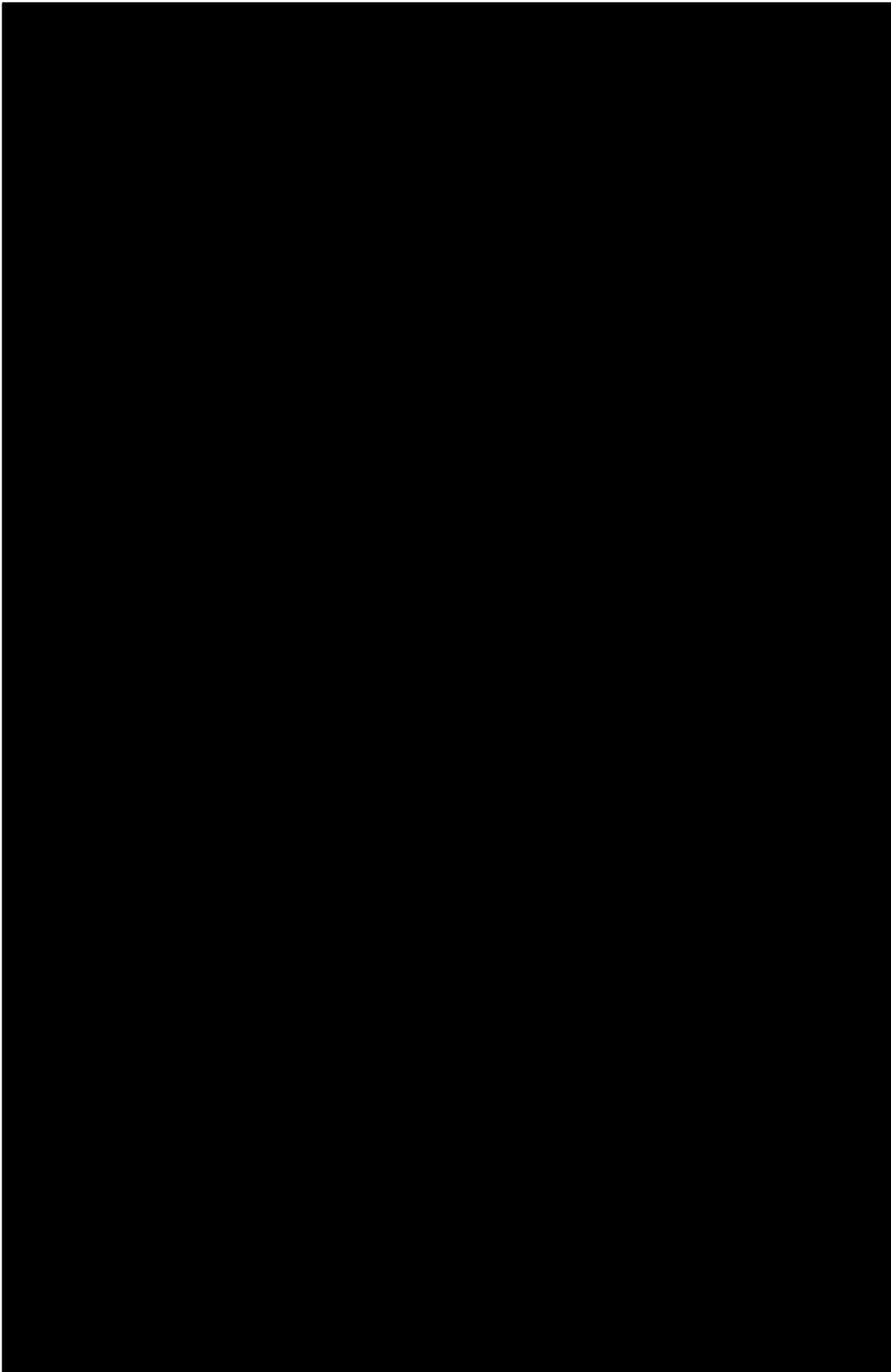
Dgc.gdpr@defra.gov.uk

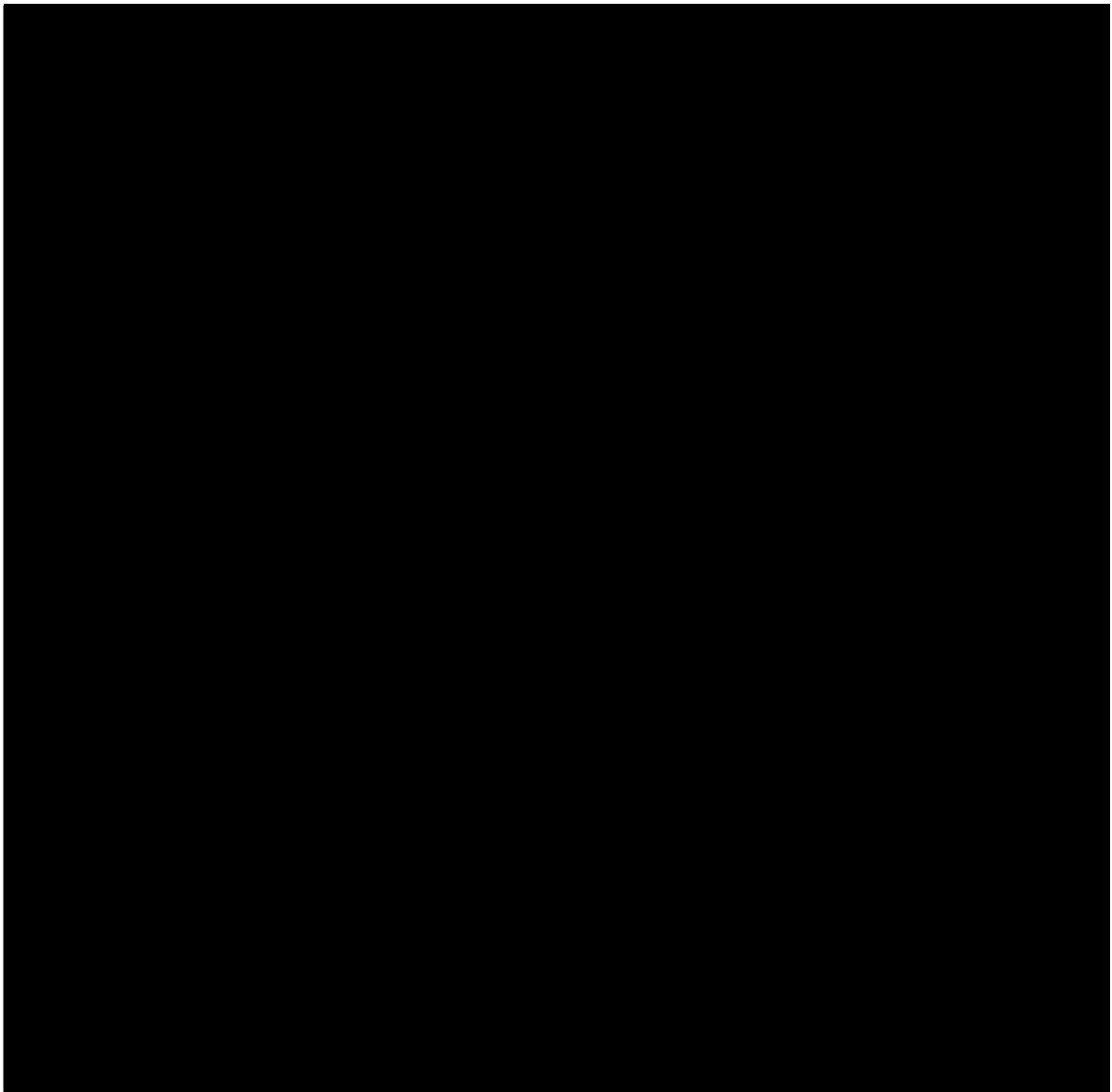
3. The contact details of the Contractor Data Protection Officer are:

[REDACTED]

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.

[REDACTED]



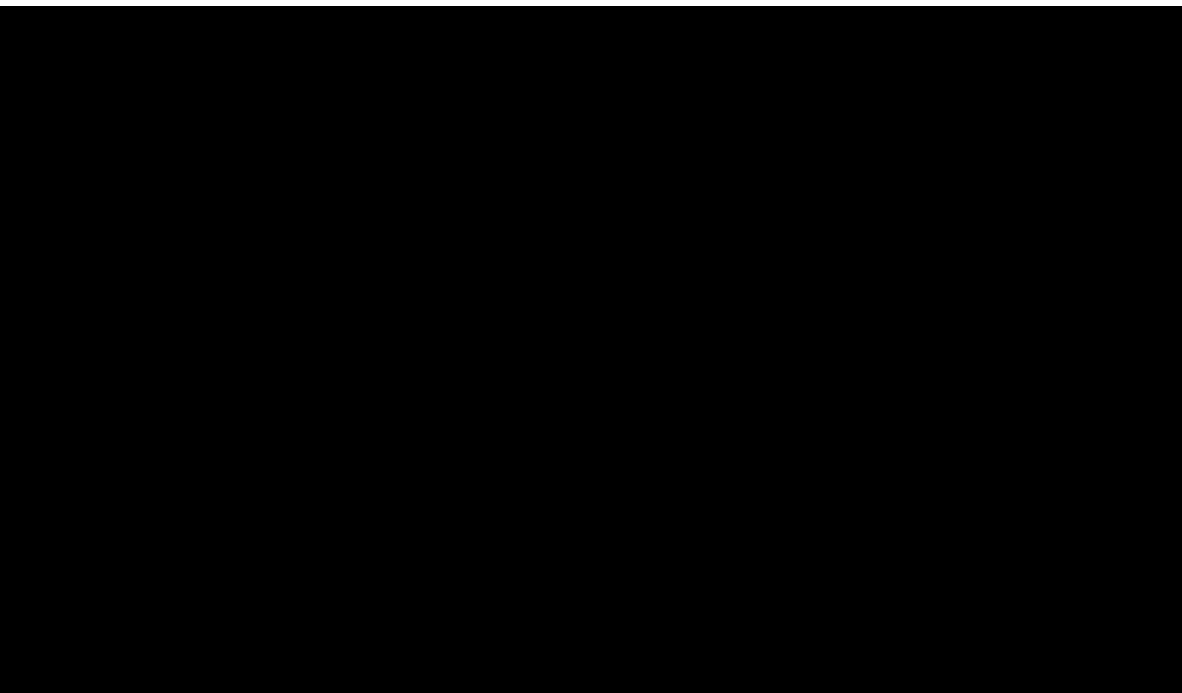


Annex 8

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made the 04th day of January (the “Commencement Date”

BETWEEN:



- (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.

This Agreement has been entered into on the date first written above.

