

CONTRACT TECHNICAL SPECIFICATION

Support for RWM's engagement with local authorities on matters involving disposal of higher activity radioactive waste

Prepared by: (Name)	Simon Napper		
Approved by: (Name) (Job Title)			
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REVISION RECORD

DATE	VERSION	STATUS	COMMENTS

Note

Within this document, the term “Consultant” applies to companies or individuals working in the capacity of consultant, contractor or supplier to RWM.

KEY TO DOCUMENT STATUS

STATUS : DRAFT / APPROVED FOR TENDER / APPROVED FOR CONTRACT

Approved for tender status means that approval has been given to the contents of this Contract Technical Specification for tender purposes only. It is not approved as the basis for entering into contractual commitments.

Approved for contract status means that approval has been given to the contents of this Contract Technical Specification for the purposes of entering into contractual commitments within the approved funding limits for this work.

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1. Introduction

Waste management is a devolved responsibility. Each part of the United Kingdom therefore decides its own policy on the treatment and ultimate disposal of radioactive waste. In England and Wales, the chosen strategy is one of geological disposal. Scotland's approach focusses on near-site, near-surface disposal. As the Northern Ireland Executive is currently suspended, there is no current policy in this part of the UK.

In December 2018, the UK Government published its policy on how this process would be taken forward in England (www.gov.uk/government/publications/implementing-geological-disposal-working-with-communities-long-term-management-of-higher-activity-radioactive-waste)

In January 2019, Wales published its own policy (<https://gov.wales/written-statement-geological-disposal-radioactive-waste-working-potential-host-communities-0>)

In both jurisdictions, Radioactive Waste Management (RWM), a subsidiary of the Nuclear Decommissioning Authority (NDA), has been designated by the government as the developer of a geological disposal facility (GDF). The aim of a GDF is to isolate hazardous radioactive waste deep underground for a very long period of time, ensuring that no harmful levels of radiation reach the surface environment.

In addition to a geologically suitable site, the policy in both England and Wales calls for a GDF to be located in a place with a willing host community. If the local community is not willing to host the facility it cannot, under this policy, be placed there.

So RWM's siting process focusses primarily on two aspects: the search for a (geologically) suitable site and the identification of a willing host community.

The contract to be placed under this call is concerned with the second aspect.

A willing community

Finding a suitable location for a GDF is a process that will take a number of years. The Government's preferred approach is to find a community that is willing to host a GDF. The Government has therefore put in place a policy framework to work in partnership with communities to build trust and understanding of the development before any commitment is required.

The role of local authorities

A successful consent-based process needs a willing community with relevant principal local authority support. The process itself must be open, transparent, as flexible as possible and democratically accountable.

Principal local authorities have a range of responsibilities including economic planning, infrastructure development and provision of services that would potentially be affected by the development of a GDF. The extent of their responsibilities varies depending on the administrative arrangements in place in the area. In areas where there are two tiers of principal local authorities there may be some overlap. The policy recognises this and seeks to ensure principal local authority participation whilst maintaining a degree of flexibility to take

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account of the different administrative structures and the different communities across the country

Relevant principal local authorities are the district, county and unitary authorities that represent all or part of the area under consideration. A Community Partnership can only be formed and continue to operate if one or more relevant principal local authorities in the Search Area agree to participate.

2. Objectives

RWM is the delivery body for a geological disposal facility (GDF) in the UK. Our immediate goal is to find a suitable site and a willing community. Government policy gives a clear and vital role in this process to principal local authorities in England and Wales, i.e. county, district and unitary authorities.

RWM is looking to work with an organisation that can give it detailed knowledge of local political structures and issues as well as providing introductions to local authority elected members and officials.

3. Scope of work

RWM has been designated by both UK and Welsh governments as the delivery body for a geological disposal facility. This involves finding a suitable site with a willing community.

A crucial element of any such community will be its local authority or authorities, specifically district, county and/or unitary authorities. To achieve optimal engagement with these bodies, RWM wishes to appoint an organisation to assist its engagement.

That engagement will need to include both officials and elected members at all levels of local authority, but particularly the so-called 'principal' local authorities, as set out in the relevant policy documents. These are the county, district and unitary authorities in England and Wales.

The initial phase of the GDF programme will be completed when RWM has been able to secure from one or two communities a positive test of public support. It is expected that this will take around five years. This contract therefore covers a period of five years.

However, it is acknowledged that the siting process is flexible and will adapt to changing circumstances. For this reason, this contract will initially be for one year, with the option to renew for each successive year being wholly at the sole discretion of RWM.

Contract value

The contract is divided into two parts:

- (a) Direct support to RWM – between £80-90,000 per annum. The contract will be renewed annually, at the sole discretion of RWM, to a maximum period of five years.
- (b) Project management of specific third party sub-contracted pieces of work. This will involve use of the specialist understanding of the local authority sector to help design the work specifications, procure specialist sub-contractors and manage the conduct and delivery of

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the outputs. The maximum total value of such projects would be £60,000, including management fees. These would be negotiated with RWM for each piece of work, but would not exceed 10% of the third party's fee except in exceptional circumstances.

4. Deliverables

4.1 Transfer of Rights

Subject to any pre-existing rights, all information, reports, any other results and all Intellectual Property created or generated by you in the performance of the Services shall be our absolute property.

You grant us a non-exclusive, worldwide, perpetual, transferable royalty-free licence (including the right for us and any of our sub-licensees to sub-license) in respect of all Intellectual Property which does not belong to us but which is necessary to obtain the full benefit of the Services.

You agree (at our request and expense) to execute all such documents and do all such other acts or things as are necessary or desirable to transfer, vest in and/or confirm to us these rights.

You warrant that the Services will not infringe any Intellectual Property or other rights of any third party anywhere in the world.

The expression "Intellectual Property" means any inventions, know-how, trade secrets, trademarks, logos, processes, registered designs, design rights and all other designs (whether registerable or not), rights in databases, copyright, moral rights and all other rights or forms of protection (whether or not registerable and including applications for registration) of a similar nature or having a broadly equivalent effect anywhere in the world.

4.2 Deliverables Required

(a) Direct provision of support to RWM

Given the crucial role that local authorities will play in finding a suitable site and a willing community, RWM wishes to appoint an adviser to support its engagement with this group of stakeholders. The contract will initially be for one year, renewable on an annual basis at the sole discretion of RWM.

The organisation appointed by RWM will:

1. Use its substantial experience of engaging with local authorities and their representative organisations on nuclear issues to advise RWM on the most effective means of engagement with individual authorities, including officials and elected members
2. Apply its in-depth understanding of the history of local authority engagement in the UK nuclear story and its detailed understanding of the UK's nuclear history to advise RWM on specific messaging, including opportunities and potential pitfalls
3. It will assist RWM to engage with local authority representative bodies, including (but not limited to) LGA, WLGA, NuLeAF, NNLGA, NFLA, CCN, DCN, NALC, ADEPT and SOLACE
4. It will support RWM at relevant events, especially those run by local authority organisations (see previous point), in order to maximise the impact of RWM's activities – LGA and WLGA

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are two examples. That support could include, for example, attendance on RWM exhibition stands, the facilitation of introductions and meetings with key local authority personnel.

5. It will help to publicise and promote RWM's work through local authority publications and communications channels, using its links with the organisations owning these channels
6. It will maintain good professional relationships with the key players in geological disposal, including governments, regulators and NDA Estate, in order to promote RWM and its mission
7. It will provide introductions for RWM to relevant local authorities, by identifying and contacting the key personnel in those authorities. This will include both authorities within existing nuclear communities and others who may not know of the programme or the opportunities
8. It will apply its in-depth understanding of local authority involvement in the UK's nuclear history to tailor this engagement opportunities to create maximum impact
9. Help RWM with the design and production of materials to assist local authorities in understanding the GDF programme and the opportunities it represents
10. Assist RWM in engaging with local authorities in areas and communities that come forward to enter the siting process. This initial period will be critical in setting the agenda for the local siting programme. External assistance with the engagement of local authorities who may – or may not – choose to take part will be important.
11. It will be available to work closely with RWM at short notice, to support RWM in fulfilling its mission
12. Where relevant, it will liaise with local authorities and public bodies in other countries undertaking geological disposal – as well as relevant international organisations. The experience of other countries has been identified by RWM as an important way of building support for a GDF in the UK
13. It will convene groups of local authority specialists, e.g. planning officers, to test messaging and approaches as required

In addition, the ability for such an organisation to represent local authorities on Working Groups would be a significant advantage.

(b) Management of third party sub-contractors

From time to time, RWM may choose to commission additional materials, reports and other deliverables in support of its mission and related particularly to the local authority area. These may be sub-contracted to other, third-party specialist organisations.

One example of this type of work would be the compilation of profiles of local authorities to facilitate RWM's engagement with individual authorities. Reports on specific issues and research on specific areas may also be included.

5. Technical and performance requirements

The ongoing performance of the contract will be reviewed in monthly meetings. These would be by telephone conference, with a quarterly face-to-face meeting. The meetings would discuss progress, forthcoming activities and any issues arising.

The contract would be paid in quarterly instalments in arrears, supported by a written progress report from the contractor.

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6. Timescales

The contract will begin as soon as practicable after the award of the contract. The contract will run for the duration of the financial year.

It will be renewed on an annual basis at the sole discretion of RWM.

7. Project management and progress reporting

The contract will be invoiced in four-monthly intervals. A progress report dealing work undertaken/completed/planned will be submitted to RWM at the same time.

At the end of each financial year, a full review of progress and work carried out will be submitted to RWM.

8. Records

The Consultant will maintain adequate records to demonstrate compliance with this Contract. These records will be identified and indexed such that they are easily retrievable. Records will be kept for a minimum of ten years after the completion of the contract. After this period the records will be offered to RWM. Records will not be destroyed without the permission of RWM.

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Appendix A

RWM ENVIRONMENTAL ASSESSMENT

(To be returned with proposal/quotation)

Contract title:	
Contractor	

1. Will the work involve the use of any radioactive substances? Yes No

If yes please give details:

Please attach copies of the following as applicable:

- Notification of the work required by regulation 6(2) or (5) of the Ionising Radiations Regulations 1999 (if available – must be provided before work commences).
- Risk assessment for the work required by regulation 7(1) of the Ionising Radiations Regulations 1999 (if available – must be provided before work commences).
- Certificate of registration for the premises granted under section 7(4) of the Radioactive Substances Act 1993

2. Will the work generate any radioactive waste? Yes No

If yes, please give details:

Nature of waste(s)	Anticipated volumes	Disposal route

Please attach

- Copy of any certificate of authorisation granted under sections 13(1) or 14(1) of the Radioactive Substances Act 1993

3. Will the work generate any hazardous or special wastes? Yes No

If yes, please give details:

Nature of waste(s)	Anticipated volumes	Disposal route

4. Will the work generate any other controlled wastes? Yes No

If yes, please give details

Nature of waste(s)	Anticipated volumes	Disposal route to comply with Duty of Care regulations

Completed by (Print) _____ Date _____

Signature _____

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