



Department  
for Environment  
Food & Rural Affairs

# Conditions of Contract Short Form Enhanced

October 2021

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Department  
for Environment  
Food & Rural Affairs

SOCOTEC UK Ltd  
Bretby Business Park  
Ashby Road  
Burton upon Trent  
DE15 0YZ  
Attn: [REDACTED]

Date: 26/03/2024  
Our ref: **C23987**

Dear [REDACTED]

**Supply of Radioactive Substances Regulation - Ad-hoc Monitoring and Technical Support Framework - Lot 1 Monitoring of Radioactivity**

Following your tender/ proposal for the supply of Radioactive Substances Regulation - Ad-hoc Monitoring and Technical Support Framework - Lot 1 Monitoring of Radioactivity to Environment Agency we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and the Annexes set out the terms of the contract between Environment Agency for the provision of the deliverables set out in the Order Form.

We thank 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 deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to [REDACTED] at the above address within 3 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for the Order Form to be countersigned so that you have a signed copy of the Order Form for your records.

Yours faithfully,

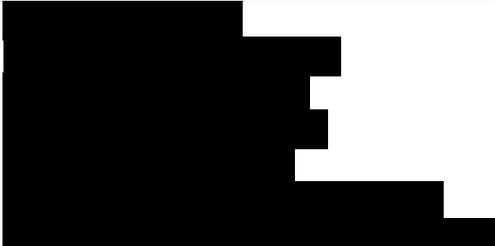
[Redacted]

[Redacted]

Senior Category Officer  
Defra Group Commercial

[Redacted]

# Order Form

1. Contract Reference	C23987	
2. Date	The date on which the signed Order Form is received by the Authority.	
3. Authority	Environment Agency Horizon House, Deanery Road, Bristol, BS1 5AH	
4. Supplier	SOCOTEC UK Ltd SOCOTEC House, Bretby Business Park, Ashby Road, Burton upon Trent, DE15 0YZ  Company Registration Number: 02880501	
4a. Supplier Account Details		
5. The Contract	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and any <b>Annexes</b>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.</li> <li>2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</li> <li>3. Annexes 4 (<i>Tender Submission</i>) and 5 (<i>Sustainability</i>).</li> </ol> <p>In the event of any inconsistency between the provisions of Annexes 4 and 5, Annex 5 shall take precedence over Annex 4.</p> <p><b>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</b></p>	
6. Deliverables	Goods	None



	<p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>	
<p><b>11. Authority Authorised Representative(s)</b></p>	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p><b>12. Address for notices</b></p>	<p><b>Authority:</b>  Environment Agency  Horizon House, Deanery Road, Bristol,  BS1 5AH  Attention: [REDACTED]  [REDACTED]</p>	<p><b>Supplier:</b>  SOCOTEC UK Ltd  SOCOTEC House,  Bretby Business Park,  Ashby Road, Burton upon Trent  DE15 0YZ, United Kingdom  Attention – [REDACTED]  [REDACTED]</p>
<p><b>13. Key Personnel</b></p>	<p><b>Authority:</b>  Environment Agency  Horizon House, Deanery Road, Bristol,  BS1 5AH  [REDACTED]  [REDACTED]</p>	<p><b>Supplier:</b>  SOCOTEC Nuclear Environmental Analysis  Unit 12, Moorbrook,  Southmead Industrial Park  Didcot, Oxfordshire,  OX11 7HP, United Kingdom  Attention - [REDACTED]  [REDACTED]</p>
<p><b>14. Procedures and Policies</b></p>	<p>For the purposes of the Contract the Sustainability Requirements are provided in the following <a href="#">EA 2025 Creating a better Place:</a> and the commitment to reach <a href="#">net zero by 2030.</a></p> <p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the</p>	

	<p>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 Deliverables.</p>
<p><b>15. Limitation of Liabilities</b></p>	<p>Total liability is no more than the total charges or £1m whichever is the greater.</p>
<p><b>16. Insurance</b></p>	<p>The Supplier shall hold the following insurance cover from the start date/commencement date for the duration of the Contract and continuing 6 years after the Expiry Date or earlier or later termination in accordance with this Order Form</p> <ul style="list-style-type: none"> <li>- Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £1,000,000;</li> <li>- Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than 5,000,0000;</li> <li>- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £5,000,000;</li> <li>- Product Liability insurance – NOT APPLICABLE</li> </ul>

Signed for and on behalf of the **Supplier**

Signed for and on behalf of the **Authority**

## Annex 1 – Authorised Processing Template

<b>Contract:</b>	No processing of personal data at a framework level is required, individual data processing agreements will be put in place for all individual call offs where this is deemed appropriate.
<b>Date:</b>	Not applicable
<b>Description Of Authorised Processing</b>	<b>Details</b>
Subject matter of the processing	Not applicable
Duration of the processing	Not applicable
Nature and purposes of the processing	Not applicable
Type of Personal Data	Not applicable
Categories of Data Subject	Not applicable

## **Annex 2 – Specification**

TECHNICAL SPECIFICATION

**RADIOACTIVE SUBSTANCES REGULATION - AD-HOC MONITORING AND  
TECHNICAL SUPPORT FRAMEWORK**

**Project No. C22428**

**January 2024**

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Appendix 4 Example Request for Quotation Sheet and Prior Rights

Appendix 5 Projected Pipeline of Work for Lot 2 - Radioactive Substances Regulation: Research, Development, Evidence and Analysis

Appendix 6 Framework Call Off Award Letter

## INTRODUCTION

1. This framework agreement consists of two lots:

### **Lot 1 Monitoring of Radioactivity** – this has two components:

- a. To carry out ad-hoc monitoring of radioactive releases, environmental measurements and short-term investigations associated with all sites regulated by the Environment Agency as part of its duties under the Environmental Permitting Regulations 2016 (EPR 16) as amended. In general, this component of the framework contract will enable *in situ* measurements to be undertaken, sampling and analysis of radioactivity in the environment, and of radioactive materials in solid disposals or liquid or air emissions. This component is referred to as Investigative Monitoring throughout the rest of the document. The Investigative Monitoring capability provided by this framework would also be utilised by the Environment Agency in the event of a radiation emergency.
- b. Work of a more technical nature which may include, but not be limited to, providing advice on monitoring and analysis of radioactivity in the environment, expertise on radiological instrumentation and sampling/analytical method development. Work to be undertaken as part of this component is referred to as Specialist Technical Support.

### **Lot 2 Radioactive Substances Regulation: Research, Development, Evidence and Analysis** – this lot is further divided into 3 sub-lots which cover different areas of expert technical services.

- a. **Sub Lot 2.1 Radiological Impact Assessment (from past or future discharges)**  
- To carry out assessments into exposure of members of the public or non-human biota to radioactivity in the environment arising from gaseous or liquid discharges from nuclear sites (such as power stations) or from non-nuclear sites (such as hospitals and universities). From time-to-time work may be required to review data and provide updates to available assessment systems or approaches. The work will normally be office based, site visits are not normally required, although a familiarisation visit to the area around a particular site may be appropriate depending on the nature of the assessment. It is important that the outputs produced can be transferred to the Environment Agency in an appropriate format so they can be re-used by the Environment Agency with minimum difficulty.
  - b. **Sub Lot 2.2 Environmental Radiological Protection** - To provide the Environment Agency with expert technical services to fill data gaps and improve our knowledge of the behaviour (transfer, migration, and mobility) of radioactivity in the environment and the impact of radioactivity on people and wildlife. The work will normally be office based, but site visits may occasionally be required depending on the nature of the project.
  - c. **Sub Lot 2.3 Waste Management and Decommissioning** - The objective for this sub-lot is to provide the Environment Agency with expert technical services which will improve our regulatory work relevant to the management of radioactive and non-radioactive wastes. This extends to the development of waste management strategies and environmental safety cases for waste disposal. The work will normally be office based, but site visits may occasionally be required depending on the nature of the project.
2. The framework is managed by the Environment Agency's Reactor Assessment and Radiological Monitoring (RARM) Team. The results of work undertaken may be made available on the public register and are supplied to the relevant operator. The results of any work may also be published on gov.uk and subject to the terms of the Open Government License.
  3. This document specifies the technical requirements for a framework to provide reactive monitoring, radiological assessment and research capability, commencing 1st April 2024, for

an initial period of 48 months (until 31<sup>st</sup> March 2028) with options to extend for a further 36 months in 12 month increments with a final possible end date of 31<sup>st</sup> March 2031.

## **LOT 1 MONITORING OF RADIOACTIVITY**

### **Objectives of Lot 1**

4. The objectives of Ad-hoc Monitoring of Radioactivity are as follows:
  - To provide the Environment Agency with information (monitoring/analytical results) pertaining to issues arising from its inspection work, possible accidents and unforeseen events.
  - To provide the Environment Agency with technical support to help determine and develop methods or guidance for sampling and analysis of radioactivity in the environment, or in wastes, also to aid in specialist tasks (for example monitoring investigations) where required.
  - To provide monitoring support in the event of a radiation emergency.

### **OVERVIEW OF SERVICE REQUIREMENTS FOR LOT 1**

5. The following services are required:
  - Sampling (including witnessing where, for example, it is more appropriate for a site operator to undertake the sampling).
  - Instrumental monitoring
  - Laboratory based analysis
  - Radiation emergency monitoring cover
  - Specialist support (for example on radiological instrumentation, method development /monitoring investigations)
  - Results reporting and interpretation
  - Programme management and performance reporting

A combination of these services may be required for each job requested.

### **Detailed Service Requirements Lot 1 Monitoring of Radioactivity: Investigative Monitoring**

#### **Sampling**

6. Sampling will normally be carried out by the contractor, therefore, trained sampling staff must be available to undertake the work. On occasions, it may be more effective for Environment Agency staff to undertake the sampling, for example if they are working in the vicinity of an event that needs investigating. In this situation the contractor may be asked to provide advice on the best way to undertake sampling and whether stabilisers, carriers or preservatives are required. The contractor will also be responsible for providing sampling containers, stabilisers, carriers and preservatives as and when required. Costs will be reimbursed as actuals for the materials and time for advice and preparation.
7. The contractor shall have the ability to undertake representative sampling of the sample types listed in Appendix 2. For these sample types, tender submissions shall clearly describe the sampling methods or approach to sampling, likely to be employed (Lot 1 Question TM2). These methods will then be referred to when specifying the individual monitoring jobs. If novel methods or equipment are required, prior agreement for their use must be obtained from the Environment Agency PM before any sampling is undertaken.
8. The contractor shall transport all samples back to its contract laboratory in a safe and secure manner. Where the samples have been taken by Environment Agency staff, the Contractor shall facilitate transport of those samples back to their laboratory, where this is required. The Contractor must also ensure a chain of custody is completed – see Appendix 1 Chain of Custody and Audit Trail

9. The contractor's personnel must act responsibly and professionally when on Environment Agency business and ensure good relations are maintained with, for example, land owners and members of the public.

### **Instrumental Monitoring**

10. For instrumental monitoring the types of instruments to be used by the contractor shall be agreed in advance of undertaking monitoring, with the Environment Agency PM. Methods and equipment used must be at least to the standard described in The Measurement of Environment Gamma Air Kerma Rates, Environment Agency 2023 [Ref 1] where relevant. Tender submissions shall clearly describe the methods and equipment that will be used and shall summarise the main characteristics which justify its appropriateness (Lot 1 Questions TM3 and QE1). Information on the amount and age of the equipment available shall also be provided.

### **Gamma Dose Rates**

11. Where monitoring of gamma dose rates is required (e.g. over beaches, inter-tidal land, contaminated land) measurements shall be taken that are at least as good as those taken in accordance with The Measurement of Environment Gamma Air Kerma Rates, Environment Agency 2023 [Ref 1]. Any other relevant information relating to conditions that could impact on the results of monitoring must be reported (for example, weather and ground conditions at the time of monitoring).

### **Beta/Gamma Contamination**

12. The Environment Agency changed its approach to contamination monitoring / verifying operator contamination monitoring. We have removed beta/gamma contamination monitoring from our routine environmental monitoring programme. The prime reason for monitoring beaches for contaminated items has passed as better control of effluent discharges and mitigation on pipelines (such as better filtration) has reduced the probability of active items being present in the environment. Also, in the case of Sellafield, an enhanced targeted operator programme looking at historic issues is in place. However, in order to provide public and stakeholder reassurance and keep a capability available, should there be an incident, we may undertake monitoring under this framework. This could also be enhanced by undertaking auditing of the operator monitoring. The auditing may be undertaken by our nuclear regulators, but support may be required through this framework.
13. There are of the order of 15 of the nuclear sites where we may wish to undertake this type of monitoring. If a monitoring activity took place we would plan to monitor at least 2 local beaches at a site. The distance to be monitored would likely be 500m either side of the main access point. Consideration would be given to monitoring the most recent tideline, the strandline and the storm line/top of the beach. In all cases loose debris should be monitored. Action levels based on the instruments detection capability, and arrangements for collecting and analysing any items/debris exceeding these, would be agreed prior to undertaking the work. An understanding of what the likely "maximum missable activity" would be, will be needed, taking into account the detector and monitoring technique.

### **Laboratory Analysis**

14. The contractor shall have the capability to undertake the analyses for all combinations of sample type and radionuclides detailed in Appendix 2. Additionally capability for analysis of fluoride compounds (HF) in air and water would be an advantage. The required standard analysis turnaround times which must be achieved, are included in Appendix 2. More details on turnaround times are provided in the results reporting and interpretation section.
15. The required limits of detection for each sample type are specified in Appendix 2. A summary table is provided in the Tender Pack which must be completed, if tendering for the Investigative Monitoring component, to indicate whether the specified LoD can be met (Lot 1 Question TM4). If LoD cannot be met tenderers shall provide alternative method specific detection limits. Details for and a definition of detection limit used shall also be included, these shall be consistent with the ISO standard for the determination of detection limits [Ref 2].

16. Tender submissions shall clearly and concisely describe the analytical methods to be used for the various determinands (Lot 1 Question TM1). Where significant differences in the methods occur for analysing solid and liquid sample types these shall also be included. These summaries shall also include details of all the major pieces of analytical equipment (Lot 1 Question QE1) which will be utilised on the framework – see further details in the “Equipment” sub-section of the “Quality Assurance” section. The Environment Agency reserves the right to review the contractor’s full analytical method procedures in detail prior to award.
17. During the life of the framework, we may ask to see the detailed analytical procedures; the contractor shall submit these on request to the Environment Agency’s PM. See further details below under “Quality Assurance”.
18. Key determinands/analysis methods employed on the framework shall be accredited by the United Kingdom Accreditation Service (UKAS) or equivalent organisation. This is explained in greater detail below under “Quality Assurance”.
19. The Environment Agency requires that all sources of uncertainty are included along with the reported results at the 95 % confidence level (ie  $1.96\sigma$ ). A clear statement on the sources of uncertainty considered and the way these are assessed and combined shall be included with the method summaries (Lot 1 Question TM1).

### **Radiation Emergency Monitoring Cover**

20. Following a nuclear site emergency or an abnormal release of radioactivity to the environment, monitoring would need to be undertaken to determine the extent of the problem and identify areas of contamination. The Environment Agency will rely on its ad-hoc reactive monitoring contractors, along with the routine environmental monitoring programme contractor, to undertake this work. The Environment Agency may directly require work to be undertaken on its behalf or any spare resource that was available under this monitoring framework would be offered to the national monitoring resource that would be co-ordinated by the United Kingdom Health Security Agency (UKHSA). The Environment Agency would manage the interactions and confirm payment routes.
21. In the initial phases of an incident where controlled waters are likely to be affected the Environment Agency’s primary responsibility would be to monitor these waters with the aim of advising downstream users and abstractors. Moving into the recovery phase of an incident the Environment Agency would be responsible for monitoring a range of environmental sample types.
22. To provide the most efficient monitoring service different contractors maybe employed on different tasks (e.g. one contractor undertaking sampling and another undertaking the analysis), therefore a flexible approach to the work will be required. It is also expected that the work would take priority over routine monitoring and analysis commitments.
23. In order to facilitate monitoring in an emergency situation the contractor must have staff available who can be called out at short notice (i.e. within at most 2 hours of notification by the Environment Agency). Out of office hours contact numbers will be required for key members of staff, but formal call out arrangements will not be required.
24. During emergency exercises an Environment Agency representative, acting in the Monitoring Co-ordination role, may contact contractors on the framework to test arrangements and ascertain what capability would be available – this will only be done in office hours.
25. It would be advantageous for dose rate instruments (mini-680 or equivalent) to be available for deployment with sampling staff, if and when sampling is undertaken during an emergency. A reference pro-forma sheet for consistent recording of environmental conditions when undertaking environmental monitoring will be required. We could provide to the successful suppliers.
26. Following sampling and analysis in an incident, results will need to be uploaded into the Radiological Response and Emergency Management System (RREMS). Thus, we may request results in a particular Microsoft Excel format or contractors may be asked to upload

data to RREMS directly. In the latter case contractors would need to arrange appropriate access to, and capability to use, the RREMS system.

### **Detailed Service Requirements Lot 1 Monitoring of Radioactivity - Specialist Technical Support**

27. Tender submissions shall clearly highlight examples to demonstrate a track record in the following and indicate the experience of individuals who would be available to provide this service.

#### Development of Sampling/Radioanalytical Methods

- 28. To enable the Environment Agency to react to changing requirements for its monitoring programmes it may require specific method development to be undertaken by a contractor. This may include adapting commonly used procedures to novel sample types or developing methods for radionuclides for which analyses have not previously been (or rarely) undertaken (Lot 1 Question TM5). Charges for this work would be agreed on an individual basis through the further competition process and will be costed either on the basis of agreed staff hourly rates or as a separately costed item. Reporting requirements would be specified and agreed in advance.

#### Development of standards and guidance

- 29. The Environment Agency may also require technical support for the review of standards and guidance where updates and revision are required - including those for sampling and instrument use (Lot 1 Question TM5).. This would involve accessing sufficiently experienced and competent technical staff within the contracted organisations. Charges for this type of work would be agreed on the basis of agreed staff hourly rates. Reporting requirements would be specified and agreed in advance.

#### Monitoring Investigations

- 30. On occasion the contractor may be required to define and undertake a full investigation into an issue, rather than just take and analyse samples as directed by the Environment Agency (Lot 1 Question TM5). For this the contractor will be expected to contribute to planning campaigns for the work and on completion produce a report including interpretation of the findings. Pricing for work of this type would be agreed on a case-by-case basis, either using individual analytical costs and agreed staff hourly rates or as a separately costed item. An example of this type of investigation was a radiological assessment of turf cut from sea-washed land [Ref 3].

#### Radiological Instrumentation

- 31. On occasion the Environment Agency may require assistance in the identification and deployment of instruments for specific applications (Lot 1 Question TM5).. Charges for work of this type would be agreed on a case-by-case basis either on the basis of instrument development or deployment rates and agreed staff hourly rates or as a separately costed item. An example of this type of work was offshore monitoring for homogeneous particles using a sediment grab, recovery to deck followed by in-situ instrumental analysis of the samples on deck.

### **LOT 2 RADIOACTIVE SUBSTANCE REGULATION: RESEARCH, DEVELOPMENT, EVIDENCE AND ANALYSIS**

32. Lot 2 is divided into 3 sub-lots are as follows:

- a. Sub-lot 2.1 Radiological Impact Assessment
- b. Sub-lot 2.2 Environmental Radiological Protection
- c. Sub-lot 2.3 Waste Management and Decommissioning

## **Sub-lot 2.1**

### **Objectives of Sub-lot 2.1 Radiological Impact Assessment**

33. The objectives of radiological impact assessments are as follows:
- To undertake prospective and retrospective radiological assessments for the public and wildlife.
  - To support investigations of exposure of the public and wildlife from future and past discharges, disposals, incidents, and accidents involving radioactivity.

### **Overview of Service Requirements for Sub-lot 2.1 Radiological Impact Assessment**

34. The following services are required:
- Design/plan and undertake radiological assessments for past and future discharges to the environment - considering exposure of members of the public and wildlife and report findings.
  - Undertake technical reviews of radiological assessments and report findings.

A combination of these services may be required for each job requested.

### **Detailed Service Requirements Sub-lot 2.1 Radiological Impact Assessments**

#### **Design/plan Radiological Assessments for Past and Future Discharges to the Environment**

35. Radiological assessments will need to consider exposure of humans (public) and non-human species (wildlife) from past and future discharges of radioactivity (retrospective assessments and dose reconstruction, and prospective assessments respectively). There may be a requirement to undertake assessments of collective dose from future discharges of radioactive wastes and assessments of short duration releases. (Sub-lot 2.1 Question TC1).
36. Contractors must have experience of selection and use of appropriate models and software for environmental dispersion and build-up of radionuclides from discharges, and assessment of the exposure of the public and wildlife. Occasionally structured models or software may not be available and it may be necessary to implement mathematical methods (Sub-lot 2.1 Questions TC1 and QE1).
37. The contractor shall be prepared to adopt standard approaches where possible including the use of our Principles for the Assessment of Prospective Public Doses arising from Authorised Discharges of Radioactive Waste to the Environment [Ref 5], guidance from the National Dose Assessment Working Group (NDAWG) [Ref 6], and other recognised sources of data and guidance. There may also be a need to undertake science and development work to build on and improve radiological assessments, including underpinning data.
38. The contractor will be required to provide fit for purpose solutions that are robust, defensible, and readily transferred to the Environment Agency where they may be reworked and reused.
39. For effective and efficient use and transfer of data and models the contractor may be required to:
- Implement methods using the most appropriate electronic media allowing easy transfer to the Environment Agency, avoiding the use of functions that cannot be easily interpreted by others, in particular unnecessary use of higher-level functions and macros.
  - Ensure that all key data are presented including inputs, key intermediate results and outputs.
  - Provide standardised result reporting and interpretation following a prescribed format and layout where appropriate.
40. The contractors will need staff with relevant experience and capability; and show recent evidence of successful application of appropriate models in the context of this sub-lot. (Sub-Lot 2.1 Questions QS2 and QS3).

### **Technical Reviews of Radiological Impact Assessments**

41. The Environment Agency may need the contractor to conduct technical reviews of radiological assessments undertaken by third parties. For these reviews the contractor may need to verify the outcomes of assessments by repeating assessments following the data inputs and methods set out by third parties. The review findings will need to clearly demonstrate agreement or discrepancies between methods, data and assessment outcomes and identify whether standardised approaches and guidance have been followed.
42. The same requirements as set out in paragraphs 36-40 will be expected in terms of experience, approaches, and use and transfer of data and models.

## **Sub-lot 2.2**

### **Objectives of Sub-lot 2.2 Environmental Radiological Protection**

43. The objective for the environmental radiological protection sub-lot is to provide the Environment Agency with expert technical services to fill data gaps, improve knowledge and support our regulatory work in understanding and predicting the behaviour and impact of radioactivity in the environment.

### **Overview of Service Requirements for Sub-lot 2.2 Environmental Radiological Protection**

44. The following services are required:
  - Literature reviews, including data interpretation and analysis.
  - Preparation of technical guidance, including the design and delivery of training and development of case studies
  - Identification, review and development of models, methods and tools
45. These services are required in relation to:
  - The properties of radionuclides relevant to their behaviour and impact in the environment including, modes of decay, dosimetric issues, chemical properties and analogues, environmental transfer characteristics, uptake within the food chain and uptake by and exposure of wildlife
  - Predicting, modelling and assessing the behaviour of radioactivity in the environment
  - Predicting, modelling and assessing the impact of radioactivity in the environment on people and wildlife
  - Future and novel techniques for the monitoring of radioactivity in the environment (for example the use of drones/robots).
  - The behaviour of radionuclides within industrial processes and abatement systems (e.g. sewage treatment works and incinerators)

A combination of these services may be required for each job requested.

### **Detailed Service requirements Sub-lot 2.2 Environmental Radiological Protection**

#### **Literature reviews, including data interpretation and analysis**

46. The Environment Agency may require the contractor to review and critically evaluate academic literature, industry best practice and other sources of relevant information to determine appropriate data, which could be used for understanding and predicting the behaviour of radioactivity in the environment (Sub-lot 2.2 Question TC1).
47. The Environment Agency may require the contractor to provide recommendations on the suitability and applicability of data for use in modelling the behaviour of radioactivity in the environment or assessing the impact of radioactivity on people or wildlife from exposure to radioactivity (Sub-lot 2.2 Question TC1).
48. The Environment Agency may require the contractor to compile, review and interpret project-based data collected by third parties, such as that collected under Lot 1 or as part of other studies aimed at investigating the behaviour of radioactivity in the environment (Sub-lot 2.2 Question TC1).

49. Contractors must have experience of the selection and use of data required to predict and model environmental dispersion and build-up of radionuclides from discharges, and assessment of the exposure of the public and wildlife. Contractors will be expected to have access to a wide range of literature sources. (Sub-Lot 2.2 Questions QS1 and QS2)

**Preparation of technical guidance, including the design and delivery of training and development of case studies**

50. The Environment Agency may require expert technical services to develop and maintain radioactive substances regulation guidance relevant to the behaviour and impact of radioactivity in the environment. This may include the drafting of technical guidance, the design and delivery of training and the development of case studies to support the implementation of guidance (Sub-lot 2.2 Question TC1).

**Identification, review and development of models, methods and tools**

51. The Environment Agency may require the contractor to identify and review existing models, methods and tools used in predicting, modelling or assessing the behaviour and impact of radioactivity in the environment. This includes models, methods and tools used to predict and assess the behaviour and impact of radionuclides within industrial processes prior to their release into the environment (for example sewage treatment works and incinerators) (Sub-lot 2.2 Question TC1).
52. Where there are gaps the Environment Agency may require the contractor to undertake development work to generate new models, methods or tools (Sub-lot 2.2 Question TC1).
53. Any method, tool or model development work will need to provide the Environment Agency with fit for purpose solutions that are robust, defensible, and readily transferred to the Environment Agency where they may be reworked.
54. Contractors must have experience of selection and use of appropriate models and software for environmental dispersion, build-up of radionuclides from discharges, and assessment of the exposure of the public and wildlife. (Sub-Lot 2.2 Questions QS1 and QS2).

**Sub-lot 2.3**

**Objectives of Sub-lot 2.3 Waste Management and Decommissioning**

55. The objective for this sub-lot is to provide the Environment Agency with expert technical services which will improve our regulatory work relevant to the management of radioactive and non-radioactive wastes. This extends to the development of waste management strategies and environmental safety cases for waste disposal.

**Overview of Service Requirements for Sub-lot 2.3 Waste Management and Decommissioning**

56. The following services are required:
- Literature reviews, including data interpretation and analysis
  - Preparation of technical guidance, including the design and delivery of training and the development of case studies
  - Identification, review and development of models, methods and tools
  - Technical peer reviews of environmental assessments such as BAT assessments and environmental safety cases
57. These services are required in relation to:
- The management of solid lower activity radioactive wastes, including treatment, recycling, reuse, storage, and disposal.
  - The management of directive and hazardous wastes, including, treatment, recycling, reuse, storage and disposal.

- The management of gaseous and aqueous radioactive effluents, including abatement technologies.
- Development and review of environmental safety cases for surface level waste disposal facilities (for both radioactive and non-radioactive wastes)
- Waste (radioactive, hazardous and directive) and decommissioning strategies
- Application of circular economy and waste management hierarchy to prevent/minimise resource use and waste.

A combination of these services may be required for each job requested.

## **Detailed Service requirements Sub-lot 2.3 Waste Management and Decommissioning**

### **Literature reviews, including data interpretation and analysis**

58. The Environment Agency may require the contractor to review and critically evaluate academic literature, industry best practice and other sources of relevant information in relation to current and future management and disposal options for radioactive waste and hazardous waste (Sub-lot 2.2 Question TC1).
59. Reviews could include: the comparison or evaluation of waste management options, the evaluation of specific waste management approaches, exploring new/emerging techniques and associated decision making tools/approaches.

### **Preparation of technical guidance, design and delivery of training and the development of safety case studies**

60. The Environment Agency may require expert technical services to develop and maintain radioactive substances regulation guidance relevant to radioactive waste management and decommissioning for nuclear and non-nuclear sites. This may include the drafting and updating of technical guidance, the design and delivery of training and the development of case studies to support the implementation of guidance (Sub-lot 2.2 Question TC1).

### **Identification, review and development of models, methods and tools**

61. The Environment Agency may require the contractor to identify and review existing methods and tools used in the development of environmental safety cases. This includes methods, tools and models used in data interpretation and to assess uncertainties in assessment methods. This includes methods and tools used internationally (Sub-lot 2.2 Question TC1).
62. The Environment Agency may require the contractor to identify and review methods and tools used for determining compliance with specified waste management legislative or permit requirements. This includes methods used internationally as well as with other UK regulators.

### **Technical peer review**

63. The Environment Agency may require the contractor to undertake independent peer reviews of operator's environmental assessments (e.g. BAT, environmental safety cases) associated with approaches to waste management and decommissioning. This could include waste/decommissioning strategies, waste management plans, waste management/decommissioning procedures, environment assessments/(safety) cases and best available techniques assessments (Sub-lot 2.2 Question TC1).

## **JOB REQUEST, SPECIFICATION AND OPERATION OF THE FRAMEWORK**

### **Lot 1 Monitoring of radioactivity**

64. The Environment Agency will request work from the supplier usually giving a few days' notice and not normally less than 24 hours. More complex investigative pieces of work will be planned in advance where possible. A Job Request Form (JRF) will be used to request the work for ad-hoc monitoring of radioactivity and a specification will be attached (see Appendix 3).
65. For lower value, less complex pieces of work, <£50k, we reserve the option to direct award. It is expected a contractor will be selected based on being free of conflicts of interest, UKAS accreditations for the required analysis, availability and cost. For more complex and/or

sustained pieces of work, such as a monitoring investigation a more detailed specification will be provided, at the time by the Environment Agency Programme Manager (PM). A further competition exercise will be followed where contractors on the framework for this lot will be asked to price the components based on the basket prices provided in the price schedules in the Tender Pack or a more competitive price specific to the job. The Environment Agency PM will select one of the contractors to perform the work based on these costs and also taking into account availability, quality considerations (e.g. accreditations or instrument detection capabilities) and possible conflict of interest. The weighting used will be in the range of provided in table 1. In an emergency situation (for example a national or overseas nuclear incident) we would likely suspend the further competition process.

66. Requests for individual pieces of work will normally come from the Environment Agency PM, Requests from other Environment Agency employees must be agreed with the PM before the supplier undertakes any work. Failure to do so may result in non-payment for that job request. In an emergency situation Environment Agency employees will fulfil a Monitoring Co-ordination role and these employees will also have the authority to authorise work and payments.
67. Appendix 2 provides information on monitoring requirements, the types of samples which may be required to be analysed and lists the radionuclides/analyses that could be potentially required, for the Investigative Monitoring. The work under the ad-hoc monitoring framework is inherently unpredictable, therefore the contractor needs to be capable of analysing all combinations of sample type and radionuclides.

#### **Lot 2 RSR Research, development, evidence and analysis**

68. When we request work, a task quotation sheet (see Appendix 4) will be used to request the work. This includes a prior rights schedule, where necessary. The task quotation sheet must be completed by the supplier and returned to the Environment Agency PM before work commences. For lower value, less complex pieces of work, <£50k, we reserve the option to direct award. For more complex jobs a further competition would take place. An appropriate job specification will be issued by the Environment Agency PM to all suppliers on the appropriate sub-lot of the framework. Suppliers should prepare a Request for Quotation (RFQ) against the specification (template in Appendix 4). For a further competition, usually at least 2 weeks response time will be given.
69. A further competition would be between all suppliers in the relevant sub-lot who can provide the required service. Before a further competition begins, the Environment Agency will invite expressions of interest from those suppliers. To assist the suppliers the invite will summarise the work area, the expected time frame and the industry sector. At this stage all the suppliers will be asked to advise the Environment Agency if they foresee a potential conflict of interest. Any potential conflict of interests will be discussed with the supplier and may lead to exclusion for bidding for a particular piece of work.
70. The main factors used in the assessment of each bid for the further competition will take into account cost and quality with the weighting being in the range provided in table 1.
71. Under some circumstances the framework and/or further competition process may not be used. An example of this is where authoritative advice is required from a statutory body.
72. Once the contractor has been selected, the Environment Agency and the contractor will agree a schedule for work completion and a schedule of billing and payment in line with the work requirements. The Environment Agency will issue written confirmation of the agreed work arrangements, work schedule and payment arrangements in the form of the call off contract award letter (template included in the bidder pack) which is to be signed by both parties. The Environment Agency will raise a purchase order which must be quoted on all claim submission invoices.

#### **Table 1.**

Criterion	Original Tender Weighting	Further Competition Weighting
Quality	60%	50% - 70%
Sustainability	10%	Not used
Cost	30%	30% - 50%

## POTENTIAL WORK PIPELINE

73. As the intent of Lot 1 Monitoring of radioactivity is about providing information pertaining to issues arising from the Environment Agency’s inspection work, possible accidents, and unforeseen events it is not possible to provide a prediction of workload. Lot 1 has been assigned a nominal value of £50k per year however this is not a guarantee of any work.
74. For Lot 2, Radioactive Substances Regulation: research, development, evidence and analysis, Appendix 5 presents a pipeline of potential work for sub-lots 2.1-2.3. This is not a guarantee of these work packages happening but reflects work we are aware of that we need to undertake to help us in our regulatory role and to prepare for future events. Other work areas may become apparent throughout the course of the framework leading to a re-thinking of priorities. For planning purposes, we expect to undertake 1 project every other year throughout the framework lifetime for Lot 2.1 with a total expenditure in the order of £200-300k over the lifetime of the framework, including extensions. For Lots 2.2 and 2.3 we expect to manage 2-3 projects per year with a total expenditure in the order of £100-£150k per year. All projects are subject to the Environment Agency’s internal budget approval processes and hence no work can be guaranteed.

## REQUIREMENTS FOR ALL LOTS

### Reporting and interpretation

75. Requirements regarding administrative aspects of reporting are given in Appendix 1. Timescales are an important part of the reporting as referred to in Appendix 1 with further information in Appendix 2 and returnable tables to be completed in the Tender Pack.
76. For the investigative monitoring component Lot 1, for each job request, a report shall be produced by the contractor in an electronic format (Microsoft Word and pdf preferred). The reports shall include information on the sample location, all the relevant sample details and the results together with their uncertainties. All results shall be quality checked before issue including a check for internal consistency within the data.
77. For RSR research, development, evidence and analysis work (Lot 2), appropriate reports will be required to reflect the work carried out as agreed with the project manager. The Environment Agency may provide the contractor with a report template in Microsoft Word format. A draft of any final report shall be provided electronically using the Microsoft Word template for the Environment Agency to review. Any Environment Agency comments will be collated by the project manager and provided to the contractor to an agreed timeline. The contractor will finalise the report taking into account the comments provided and provide an electronic version of the final report in Microsoft Word format.
78. For specialist technical support, radiological assessment and RSR research, development, evidence and analysis work, reporting may also include the delivery of “Usable Tools” for example spreadsheets containing models and outputs of the radiological assessments. Standard format Microsoft Excel spreadsheets may be supplied by the Environment Agency and shall be followed by the contractor unless otherwise agreed.

### Programme Management and Performance Reporting

79. The contractor shall manage the work undertaken in accordance with this specification, including the general administrative functions specified in Appendix 1 – General Framework Arrangements.

## QUALITY ASSURANCE

### Company Quality Management System

80. After framework award the company Quality Assurance manual for internal quality control, participation in external quality control schemes and information on accreditation under UKAS (or equivalent) shall be made available to the Environment Agency PM on request.

### UKAS Accreditation – Lot 1

81. The contractor shall hold and maintain UKAS accreditation (or equivalent) under the BS EN ISO/IEC 17025 (most recent) 'General requirements for the competence of testing and calibration laboratories' standard for all the **key** determinands/analysis methods involved in the work programme, listed in Appendix 2, for the lifetime of the framework. It is expected that most tenderers will already hold some/most of the necessary accreditations at framework award. These accreditations are considered to be of value to the Environment Agency and therefore tenderers already holding appropriate UKAS accreditations will be judged favourably. However, tenderers with no accreditations will not be discounted, but preference for individual projects will be given to companies with relevant accreditations.
82. Tenderers shall return the list of the required UKAS accredited analyses by completing the appropriate table in the Tender Pack (Lot 1 Question AP1) with their submissions, indicating the methods for which they currently hold UKAS accreditation. In cases where UKAS accreditation is currently not held, but is planned, tenderers shall indicate this planned date.
83. The list of UKAS accredited determinants/methods will be continuously reviewed during the lifetime of the framework. The Environment Agency may request the contractor to obtain/hold UKAS accreditation for additional determinants/methods should the need arise. Conversely, it is possible that the Environment Agency may agree to determinants/methods being deleted from the list of requirements in the event that they are no longer needed. All changes to UKAS accreditation requirements shall be agreed with the Environment Agency's PM.

### Quality arrangements – Lot 2

- 84. The contractor shall have an appropriate quality system in place (Sub-lots 2.1, 2.2 and 2.3 Question QA1 and QA2). Work carried out in support of the Environment Agency's regulatory work should be made using a quality system that has been certified to ISO-9001 or equivalent. Where ISO-9001 is not held the tenderers must evidence comparative, structured processes and procedures to achieve a high standard of quality for projects undertaken. In this case the Environment Agency may undertake greater scrutiny of the contractor's arrangements. For assessment reviews in support of the Environment Agency's determination of permits the contractor must show how quality will be achieved when an assessment is undertaken.
- 85. Where a contractor's quality system needs to be developed or extended to cover any aspects of the framework the contractor should notify the Environment Agency of:
  - the proposed approach to these developments
  - the date when developments will be completed
  - if they intend to seek an extension to the scope of ISO-9001 certification
  - the date of the certification extension.
- 86. The Environment Agency reserves the right to review the relevant parts of the contractor's quality system prior to framework award. After the framework has been awarded and prior to commencing work, the contractor shall submit evidence of declared quality systems that will be used to the Agency's PM for review.
- 87. Any new quality documents produced to cover the framework shall be provided to the Environment Agency on request.

- 88. The Environment Agency reserves the right to request a quality plan before issuing work under the framework. This will identify which parts of the contractor's quality system will be used against the various parts of the work as specified.

#### **Documentation – Lot 1**

89. The contractor is expected to have procedures in place, in particular for the Investigative Monitoring element, to cover:
  - Sampling / witnessing
  - Instrumental monitoring
  - Analysis (determinants listed in the Sampling and Analysis Requirements (Appendix 2)).
90. These are expected to specify the details of methods used and where appropriate detection limits and uncertainties. Also evidence of how the results will be representative and traceable. Sampling procedures, where appropriate, shall detail the optimum conditions under which samples are to be stored to eliminate or minimise loss of the principal constituents under investigation.
91. Brief summary descriptions of procedures are required with the framework tender.
92. Detailed electronic copies of these procedures shall be provided to the Environment Agency PM if requested. Updates for requested procedures shall be required when substantial changes are made. The Environment Agency reserves the right to review the contractor's procedures in detail prior to framework award.
93. Only members the Environment Agency's Reactor Assessment and Radiological Monitoring Team will have access to the procedures. The procedures will be treated in confidence and information will not be divulged to third parties without express written permission from the contractor. We envisage there would be occasions where Environment Agency Nuclear Regulators or Site Inspectors would request details of a method, again permission would be sought before providing this information. The procedures will be returned at the end of the framework.

#### **Inter-comparisons – Lot 1**

94. The contractor's laboratory is to participate in national/inter-national (eg NPL) inter-laboratory comparisons (a minimum of one per year) to assist in quality control checking. Where possible inter-comparisons should be chosen which relate not only to relevant determinants, but also relevant media. The results, along with their interpretation, identification of anomalies and recommendations for improvement are to be made available to the Environment Agency PM in a written report within 3 months of the inter-comparison exercise, these results will be treated in confidence.
95. A summary of evidence of performance (results and acceptability) in all the inter-comparison exercises, with determinants relevant to the requirements of this framework, in which you have participated for the last 3 years shall be provided with the tender submission. We would expect these to include gamma spectrometry and a range of appropriate alpha and beta emitting radionuclides (Lot 1 Question QA3).

#### **Personnel – all lots**

96. The contractor shall provide suitably experienced and qualified personnel to undertake work on this framework. Summaries of experience and qualifications along with the team structure are to be submitted with the tender returns. Numbers of staff available should also be specified (Lot 1 Questions QS1 and QS2, Sub-lots 2.1, 2.2 and 2.3 Questions QS1 and QS2).

#### **Equipment – Lot 1**

97. The contractor shall provide suitable equipment to undertake work on this framework. Information on the amount and type of equipment for use on this framework (both for in-situ monitoring and laboratory analysis) is to be provided, including age and what provision is made for maintaining, repairing and replacing the equipment (Lot 1 Question QE1). The suitability of the equipment proposed for the framework will be approved by the Environment Agency PM.

#### **Calibration– Lot 1**

98. All equipment and instruments used whether on-site or within a laboratory, are to be suitably and regularly calibrated, labelled with the due date and carry calibration records.

#### **Software – Sub-Lot 2.1**

99. The contractor shall have suitable software and staff trained and experienced in use of the software to allow the required assessments to be undertaken. Information on the software available for environmental and radiological assessment including version, compatibility with your computer operating systems is to be provided (Sub-lot 2.1 Question QE1)

#### **Standards – Lot 1**

100. Where they exist, appropriate British Standards or other internationally recognised standards should be used. The Environment Agency technical guidance note on environmental monitoring is of relevance [Ref 4]. During the course of the framework, the contractor shall make the Environment Agency aware of any additional or new technologies or techniques which become available if they are considered to be superior to current methods or otherwise relevant to work on the framework.

#### **Standards – Lot 2**

101. Key input data should normally be sourced from internationally recognised standards and data. Where data and standards are part of EC Directives and UK legislation/policy/guidance they are usually used as the default. Data and methods from other accepted sources may also be used in particular: EC Radiation Protection Report series, UN/IAEA documents, ICRP publications, Environment Agency guidance, Environment Agency/SNIFFER sponsored R&D, NRPB/HPA/PHE documents and reports and NDAWG publications. Once these sources have been exhausted other inputs may be used. The Environment Agency PM should be notified accordingly of the use of these other inputs.

#### **HEALTH, SAFETY AND ENVIRONMENT**

102. Health and safety is a prime concern for this framework and the successful contractor will need to demonstrate a clear commitment to maintaining a high standard on all health and safety matters. There will be a regular requirement to show how H&S training is being conducted, company reporting procedures are being maintained along with evidence of your continued commitment to the process.

#### **Company Policy**

103. The contractor (and any sub-contractors used by the contractor) shall operate health, safety, wellbeing and environmental policies which are acceptable to the Environment Agency and consistent with the Environment Agency's own policies, values and practices.

#### **General Requirements**

104. Information on the main risks in respect to Health and Safety, linked to the provision of this framework are to be provided, including how you will mitigate any perceived risks/issues and with reference to health and safety training (All lots and sub-lots Questions HS1 and HS2).
105. The contractor will be a representative of the Environment Agency and as such, high standards of attitudes to safety, behaviour and professionalism are required. The contractor is required to provide adequately trained, safety conscious and experienced staff for execution of all work under the framework –at the contractor's laboratory and when visiting sites for sample collection and instrumental monitoring for lot 1 or offices for all lot 2 sub-lots. All equipment used by the contractor on the framework shall meet all necessary safety standards required.

106. The contractor is to regularly monitor his/her own health and safety performance in respect of this framework and must be able to demonstrate this to the Environment Agency's PM on request.
107. Sampling teams should not normally work for more than 10 hours per day, including travel time. Under exceptional and infrequent circumstances this can be extended to 12 hours.
108. The contractor is to have satisfactory health and safety procedures and training in respect of staff driving vehicles to/from sampling/monitoring locations.
109. The contractor is to provide a contact name and telephone number for emergency use outside of normal working hours.

### **Risk Assessments – Lot 1**

110. Appropriate risk assessments shall be undertaken for each sampling and monitoring visit. A generic risk assessment can be prepared prior to the visit based on knowledge of the type of location and type of risks that are likely to be encountered. On arrival at the sampling/monitoring location the assessment shall be reviewed and any unforeseen risks assessed. Issues to be considered in this respect include:

#### Field-based

- Environmental hazards (e.g. quick sand, slippery surfaces, rock falls etc)
- Sample handling (e.g. biohazards etc)
- Travelling/driving to and from sampling/monitoring locations.
- Carrying samples (some of which contain acids/preservatives) in vehicles from sampling location to the contractor's laboratory.

#### Site-based

- Industrial hazards associated with major industrial plant e.g. equipment and machinery in operation, hazardous materials, working at heights, slippery surfaces and ionizing radiation issues. Compliance with third party H&S procedures when visiting their sites.
- Manual and sample handling (e.g. large items, chemical or physical hazards etc)
- Travelling/driving to and from sites and sampling/monitoring locations.
- Carrying samples in vehicles from sampling location to the contractor's laboratory.

111. The risk assessments shall be made available to the Environment Agency's PM on request. If for any reason during a sampling visit conditions are deemed unsafe, work must not be carried out and the Environment Agency PM shall be notified immediately.

#### Laboratory-based

112. All laboratory based work is to be undertaken following and in accordance with an appropriate COSHH assessment. Where appropriate, work shall also be undertaken in accordance with the Ionising Radiation Regulations 2017.

### **Training**

113. The contractor shall provide adequate training to staff engaged in work on the framework with respect to all aspects of health, safety and environmental matters. Please provide details of health and safety training provided in the last 3 years to all managers and staff who will be employed and working for this particular framework. Please also include details of your plans for further training if you win the framework (Lot 1 Questions HS1 and HS2 and Sub-lots 2.1, 2.2 and 2.3 Question HS2).

### **Reporting of Incidents**

114. Safety accidents/incidents shall be reported to the Environment Agency PM as soon as possible after the event, but certainly on the same day. A copy of the contractor's incident

report shall be faxed/emailed to the PM within one working day of the incident. The contractor shall provide information on their arrangements for reporting and recording incidents and how they would react to an incident linked to this framework.

115. Significant “near-misses” (an unplanned event that did not result in injury, illness or damage, but had the potential to do so) shall also be reported to the Environment Agency’s PM within 3 working days.

### **Environment and Sustainability Performance**

116. The Environment Agency places particular importance on maintaining good public relations with the individuals and communities with whom it works and expects all its suppliers to maintain the highest levels of environmental and sustainability performance. It is particularly important that suppliers know and fully understand the role of the Environment Agency as a regulator and champion in relation to the environment and we expect all of our suppliers to rigorously ensure that works for us do not give rise to pollution or other environmental incidents through high standards of environmental management.
117. The Environment Agency’s sustainability goals are set out in our eMission 2030 and EA2025 aspirations to create a better place and the commitment to reach net zero by 2030. The contractor shall provide information on their understanding of the environmental impacts from this work (including carbon footprint) and on how they are planning to improve their environment and sustainability performance and minimise the impact of activities on the environment, both, on and off site (All lots Question ES1).
118. The contractor shall hold and maintain independent certification of their Environmental Management System under ISO 14001 or equivalent, for the lifetime of the contract. It is expected that tenderers will already be accredited to this standard. Tenderers not currently accredited will still be considered as long as they are committed to achieving this accreditation. The contractor shall achieve accreditation within 12 months of contract award. (All lots Question ES1).

### **AUDITS**

119. It is expected that the contractor’s company will periodically carry out both internal Quality Assurance Audits and Safety, Health and Environment Audits appropriate to the framework (or on the department which carries out work on this framework). The contractor shall provide details of such audits (in particular, non-compliances, observations and corrective actions) to the Environment Agency’s PM upon request.
- 120. The Environment Agency reserves the right to audit the contractor periodically. The main focus of Environment Agency audits is to ensure that the contractor (and any sub-contractors) is fully compliant with the requirements of the framework as laid down in this technical specification. Environment Agency audits will pay particular attention to both Quality Assurance (QA) and Safety, Health and Environment (SHE) issues. The Environment Agency audits will be complimentary to UKAS surveillance audits and may cover aspects which are not subject to UKAS accreditation in order to provide additional reassurance to the quality of the work. To facilitate this, the contractor shall make available any UKAS audit report findings relating to this framework.
  - 121. Audits will normally be carried out by Environment Agency staff, although the Environment Agency reserves the right to involve third party organisations (e.g. consultants) in audits if it so wishes. Audits may cover work carried out in the field as well as work carried out at the contractor’s laboratory. Audits may take place on an unannounced basis.
  - 122. Environment Agency audits will be followed by audit reports which will be copied to the contractor. As well as making general comments and recommendations the audit reports will specify any non-compliances and observations found. The contractor is under obligation to rectify all non-compliances on a timescale to be agreed at the time with the Environment Agency’s Programme Manager.

### **SUB-CONTRACTING**

123. Any intentions to use sub-contractors for work scope activities, other than those already agreed at the time of framework award (if any), must have the prior approval of the Environment Agency's PM. The Environment Agency reserves the right to refuse permission for such sub-contractors if it has reservations – however, permission shall not be unreasonably withheld.
124. Where sub-contractors are used, details of the sub-contractor's staff, facilities, equipment, QA/QC, methods etc must be provided to the Environment Agency and should at least be of comparable quality to those of the main contractor.

### **INFORMATION HANDLING**

125. All results and all information obtained by the contractor through the execution of this framework will at all times remain the property of the Environment Agency. The contractor is forbidden to either use for their own purposes or pass on to others information so gained. Any use or disclosure of such information will result in termination of the framework and possible prosecution.

### **CONFLICTS OF INTEREST (COI)**

126. As part of its supplier selection and tender evaluation process the Environment Agency will seek to avoid situations where unacceptable conflict of interest appears to arise and manage other situations where lower levels of Col may arise. The Environment Agency is aware that due to the specialised nature of the market, a degree of Col will arise with some suppliers and that there are a range of levels of potential Col. Below are some examples of the range of Col:-
- i) High - supplier that also is a nuclear site operator. This may represent an unacceptable level of Col, which may be too high to be managed.
  - ii) Medium/high – supplier that is owned by a company that is also a nuclear site operator or owns a nuclear operator. This level of Col has the potential to be managed.
  - iii) Medium – supplier whose established major business is providing monitoring services to the nuclear industry. This level of Col has the potential to be managed.
  - iv) Medium/low – supplier whose established major business is providing other non-monitoring services to the nuclear industry. This level of Col has the potential to be managed.
  - v) Low – supplier who currently provides some services to some parts of the nuclear industry. This level of Col has the potential to be readily managed.
  - vi) Low/None – supplier who provides a limited/occasional service to some parts of the nuclear industry or has no involvement with the industry. Col management issues unlikely.

The level of Col will be determined case by case during tender evaluation and during the ongoing operation of the framework. For framework call offs, the degree of potential Col will be considered when work arises and will be evaluated accordingly which could affect the opportunities for work areas on the framework.

127. Throughout the period of the framework, the contractor shall continuously check for any emerging or apparent conflicts of interest with regard to the work they are being asked to undertake. To avoid potential conflict of interest, where possible the Environment Agency will allocate work packages on the framework to contractors not undertaking equivalent work for the Operator at the installations being assessed by that specific piece of work. For example, it would be an unacceptable conflict of interest for a contractor undertaking an Operator investigative monitoring project to also undertake the Environment Agency independent monitoring for that project. The Environment Agency's PM must be notified immediately if a potential conflict of interest arises, and the Environment Agency's PM will assess whether the work is an undue conflict of interest. Where conflicts of interest arise the Environment Agency will assign work to another contractor where there is no conflict of interest (All lots, Questions OC1 and OC2).

## **INTELLECTUAL PROPERTY RIGHTS**

128. All intellectual property rights generated under this framework (including results, site specific information and technical advice) shall belong to the Environment Agency unless otherwise agreed in writing. For Lot 2 these rights will be defined in the task quotations sheet (see Appendix 4). The Environment Agency will make use of the outputs generated in an appropriate manner; this may include publication on gov.uk where information would be subject to the Open Government License. The Environment Agency will consider on a case by case basis requests from contractors to use the outputs of any work as part of submissions to academic literature.

## **GDPR**

129. The contractor shall assess the GDPR risks of individual projects with the PM on a case-by-case basis. A Data Protection Schedule will be completed for projects where it is identified personal data will be held. The schedule will be reviewed with the PM at regular intervals. Changes to the Data Protection Schedule must be notified to the PM when they occur, and the Schedule updated as required.

130. Where personal data are transferred to or created by the contractor for individual projects, the contractor will maintain suitable data management procedures and systems to ensure compliance with Data Protection Legislation.

## **REFERENCES**

1. The Measurement of Environment Gamma Air Kerma Rates, Environment Agency 2023 (available on request from the Environment Agency).
2. Determination of the characteristic limits (decision threshold, detection limit and limits of confidence interval) for measurements of ionising radiation - Fundamentals and application ISO 11929 Parts 1 – 4 (2019 onwards).
3. Radiological assessment of the use of turf cut from sea-washed land. NCAS Technical report NCAS/TR/2000/015. Environment Agency, 2000.
4. Radiological Monitoring Technical Guidance Note 2: Environmental Radiological Monitoring. December 2010.
5. Principles for the Assessment of Prospective Public Doses arising from Authorised Discharges of Radioactive Waste to the Environment. Environment Agency et al, 2012
6. National Dose Assessment Working Group Guidance Notes, collection available at <https://www.ukhsa-protectionservices.org.uk/eras/resources/>.

- **APPENDIX 1**
- **GENERAL FRAMEWORK ARRANGEMENTS - ALL LOTS**

## **DESIGNATED ENVIRONMENT AGENCY RESPONSIBILITIES**

### **Programme Manager**

1. The Environment Agency's Programme Manager (PM) / Framework Supervisor is the single focus of contact between the Environment Agency and the Contractor. Contact with others including Environment Agency staff, must be reported to the PM without delay. Separate Programme Managers may be employed for each component of the work.

### **Regulatory staff**

2. This refers to the Environment Agency's Nuclear Regulators who regulate particular operators/sites with respect to the Environment Agency's Radioactive Substances Regulation (RSR) Function and RSR Officers who regulate non-nuclear sites (eg hospitals, universities) for the same Function.
3. The Contractor may occasionally have direct dealings with regulatory staff related to the programme. The Contractor is required to keep the PM apprised of at all times of discussions/issues arising.

### **Contractor Liaison**

4. In respect of the programme of work, its execution, scope and pricing, the Environment Agency's PM or his/her authorised (in writing) representative(s) shall be the sole person(s) authorised to issue instructions to the Contractor on behalf of the Environment Agency. Requests from Nuclear Regulators, Site Inspectors etc for changes to the scope must be agreed with the PM before undertaking the work. Failure to do so may result in non-payment for that part of the work.

### **Communications**

5. It is expected that all normal communication methods will be employed between the Environment Agency and the Contractor i.e. telephone, email, faxes. Documents produced in electronic format will need to be produced using the Microsoft (MS) Office suite of software. The mandatory requirements are for MS Word (word processing), MS Excel (spreadsheets) and MS Access (databases). For final electronic reporting Adobe Acrobat (pdf files) is preferred. It would also be advantageous if the Contractor also used MS Project (Gantt chart programmes) and MS Powerpoint (presentations).

## **PROGRESS REPORTING**

### **Meetings**

6. The contractor shall attend meetings with the Environment Agency PM to discuss progress and other issues relating to the framework. These meetings will likely take place virtually (currently utilising MS Teams), but could alternate between the PM's office and the contractor's office, if it was agreed a face-to-face meeting would be beneficial.
7. The contractor shall take the action notes of all meetings and provide a draft version to the Environment Agency PM for approval within 4 weeks of the meeting.
8. Kick-off meeting: Following the award of contract the PM may arrange a 'kick-off' meeting. Issues to be covered at this meeting include a detailed review of the technical specification to confirm mutual understanding and supplier performance measures (SPMs) agreed. Any issues arising from the Environment Agency terms and conditions, pricing or technical issues will also be discussed. Further information may also be sought on, for example, the resources of the contractor's organisation, conflicts of interest and confidentiality.
9. Progress meetings: These meetings will be held as necessary, proportionate to the amount of work allocated. Issues to be discussed will include the current progress status and technical

issues arising from the framework, health and safety, contractual, financial and quality assurance matters. These meetings are more likely to be for the investigative Monitoring component of the framework as meetings for the research, development, evidence and analysis (Lot 2) components will be more task based (see below), however generic issues for all components will be covered. Where possible meetings will be planned to coincide with work planning meetings.

10. Work planning meetings – Where more complex pieces of work are planned, meetings will be held as required either face to face or virtually (currently utilising MS Teams) to scope these out and to confirm the work specification and costs. Progress meetings may also be scheduled. Any issues arising from the Environment Agency terms and conditions, pricing or technical issues will be discussed. Further information may also be sought on, for example, the resources of the contractor's organisation, conflicts of interest and confidentiality.
11. Close-out meeting: At the end of the framework period, when the PM is satisfied that the framework deliverables have been satisfactorily delivered, a meeting may be held to review the work undertaken on the framework and any outstanding issues. A review of any technical, safety and QA/QC issues arising will be undertaken with the aim of learning from the framework.

## **RESULTS REPORTING**

### **Report Production**

12. Electronic copies of the final reports will be required.

### **Time-scales – Investigative Monitoring**

- 13. The required turnaround times for analysis and reporting are given in Appendix 2, the variation in timeframes reflects the more complex analysis of some determinands. All analyses for a particular job request must be undertaken and reported in the appropriate timeframe. A summary table is provided in the Tender Pack, which shall be completed to indicate whether the specified turnaround times can be met, if these cannot be met tenderers shall provide alternative times (Lot 1 Question OC3). It is likely that a number of analyses will be required on each sample and a number of samples (possibly of different type) required from each job request. Therefore, if there is a constraining number of analyses above which the turnaround time cannot be met, please also indicate this in the summary table provided the Tender Pack.
- 14. For complex jobs requiring extensive analysis special agreement over reporting timescales will be made, at the time of requesting the work.
- 15. For urgent jobs the Environment Agency may wish for analyses which can be completed in shorter timeframes to be reported separately and for the contractor to make efforts to report all results as soon as possible. This will be discussed with the contractor at the time of requesting the work. For monitoring undertaken in response to a nuclear emergency fast turnaround times will be required for screening samples, with initial results only required to a precision appropriate for comparison with screening levels.

### **Time-scales – Technical Support and RSR Research, Development, Evidence and Analysis**

- 16. For Lot 2 RSR research, development, evidence and analysis or work undertaken as technical support under Lot 1, timescales and appropriate milestones will be agreed during job specification.

### **Timeliness / Late Reporting**

17. The reports of results are required within the specified time-scales to enable the Environment Agency to take appropriate action on those results in the exercise of its regulatory responsibilities. Time is therefore of the essence and the Environment Agency reserves the right to reject reports on the basis of late delivery and adjust or with-hold payment accordingly.

### **Approval Process**

18. Final, quality checked versions of the report, signed off by the author and person authorised to check the report, are to be sent to the Environment Agency PM. The Environment Agency

PM will review the reports and any major comments or corrections will be fed back to the contractor, correct versions of the report must be produced within 1 week of receiving requests for changes. For more complex jobs an electronic draft may be requested for approval before production of the final report. Secure electronic signatures can be used to improve the efficiency of sign-off.

## **ARCHIVING**

### **Sample Archiving**

#### Samples not subject to loss/change on storage under 'ideal' conditions

19. The Environment Agency may wish to request repeat analysis at a later date on any samples taken where the principal constituents under investigation are not subject to loss or change during storage under 'ideal' or acceptable conditions. To achieve this objective the Contractor is to take sufficient sample when sampling to enable a repeat analysis to be performed. The sample is to be retained and archived for a period of 12 months from the date of reporting of the results, such samples may be required to be kept refrigerated or frozen. Where appropriate suitable carriers should be added to the samples.

#### Samples subject to loss/change on storage

20. Where it is known or envisaged that the principal constituents of a sample under investigation will be lost within a defined period of the sample being taken from the source, the Contractor will institute, with prior agreement of the Environment Agency's PM, the necessary procedures within the analysis regime to minimise or eliminate such loss. This will provide the Environment Agency, should repeat analysis of the sample be required, with analytical results which most accurately reflect all the conditions at source under which the sample was originally obtained. Where appropriate suitable carriers should be added to the samples.

### **Paperwork Archiving**

21. All documents pertaining to the framework shall be kept for the duration of the framework and for a period of 12 months following the end of the framework.

### **Electronic Archiving**

22. All electronic files pertaining to the framework should be kept for the duration of the framework and for a period of 12 months following the end of the framework.

## **INVOICING**

### **Procedure for Invoicing**

23. A purchase order will be issued by the PM at the commencement of each project. The correct purchase order number must be quoted on all invoices, otherwise they will be rejected.
24. All invoices relating to this framework should be submitted to:



Supporting documentation (i.e. an Advice Note) giving a breakdown of the amount being claimed on each invoice should be submitted to the Programme Manager / Framework Supervisor for authorisation prior to any invoice being submitted.

25. For the Investigative Monitoring component the advice notes are to be sent to the Environment Agency PM for each completed issue of reports. They should not be submitted until the work is completed i.e. results reports have been issued. For Specialist Technical Support a payment schedule will be agreed at the outset of each piece of work.

26. Advice notes involving a change to the Framework price shall be accompanied by the information necessary to support that change.

#### **Period of Payment**

27. The Environment Agency shall pay each invoice within 30 days of receipt of Invoice as detailed in the Conditions of Contract.

#### **Overpayment**

28. In the event of overpayment for any reason, such over payment shall be recoverable by the Environment Agency from the Contractor. Credit notes of similar format to the invoices will be issued.

### **LEGAL ASPECTS OF WORK PROGRAMME**

#### **Chain of Custody and Audit Trail**

29. An audit trail of all samples shall be maintained from the point of collection to final analysis. It should be possible to demonstrate that samples and the analytical process cannot be tampered with at any stage of the process.
30. A chain of custody record is required for all samples taken. The record must give the sampling date and time and the identity of the person taking the samples. The record will show the identity of the person taking responsibility for the custody of the samples. The record must be continuous and show the time and date when samples were passed from one person to the next. The samples must be sealed and kept under lock and key in such a way that the custodian is the only person with access. If there are any special storage requirements, there should be procedures to ensure that these are maintained.
31. In the event of a prosecution being brought by the Environment Agency, evidence of the operation of this system may be required by the Court. The Contractor may be called by the Court to give evidence.

#### **Storage and transport**

32. The samples will need to be transported to and stored in the laboratory in a secure manner under storage conditions that minimise or eliminate loss or change of the principal constituents under investigation. The methods employed for secure transport, storage and stabilisation must all be rigorous enough to withstand scrutiny in a court of law.

#### **Data protection**

33. Personal data held by the Contractor on behalf of the Environment Agency shall be held in compliance with the Data Protection Act, 1998.

### **INSURANCE**

34. The Environment Agency requires the Contractor to hold a specified level of insurance for professional indemnity and third party insurance. Details of these requirements are contained in the Environment Agency's terms and Conditions (included elsewhere in the Tender Pack).

• **APPENDIX 2**

• **SAMPLING, MONITORING AND ANALYSIS REQUIREMENTS**

**Investigative Monitoring**

As this is an ad-hoc framework the type of work arising from it is inherently unpredictable. However the Environment Agency requires the Ad-hoc contractors to be capable of representatively sampling and undertaking all the analyses listed below on the various sample types listed (in generic groupings). Please note that this is not an exhaustive list and other materials may require analysis from time to time.

The Environment Agency also requires that contractors have the capability to undertake instrumental monitoring for gamma dose rates and beta/gamma contamination.

The required detection limits for these analyses and the turnaround times for reporting are presented. Returnable tables for these are included in the Tender Pack.

As this is a reactive framework there are likely to be a number of occasions where the results are required as a matter of urgency either for a regulatory concern or public reassurance purposes. On these occasions the contractor will be expected to make reasonable efforts to provide results on shorter time-scales. For monitoring undertaken in response to a nuclear emergency fast turnaround times will be required for screening samples, with initial results only required to a precision appropriate for comparison with screening levels.

The key requirements for UKAS accreditation are also presented. Returnable tables for these and any additional accreditations held are included in the Tender Pack.

**Sample Types**

<b>Aqueous Samples</b>	<b>Solid Sample Types</b>	<b>Vegetation</b>
• Aqueous effluent	Animal Carcasses	Grass
• Leachates	Air Filters	Seaweed
•	Drainage gully Pot	
•	Dust	
•	Sea coal	
Natural waters: River Surface Landfill Reservoir	Sediment: Coastal Inter-tidal Lake Stream/river	
Seawater	Sewage Pellets	
	Sludge	
	Soil	

## Required Analyses, Limits of Detection and Reporting Turnaround Times - Investigative Monitoring:

	Aqueous Samples (Bq l <sup>-1</sup> )	Solid Sample Types (Bq kg <sup>-1</sup> dry)	Vegetation (Bq kg <sup>-1</sup> wet)	Turnaround Time
Total Alpha	0.02	100	5	4 weeks
Total Beta	0.5	100	50	4 weeks
Gamma Spectrometry: Artificial radionuclides <sup>1</sup>	1	10	10	4 weeks
<sup>60</sup> Co	0.5	1	1	4 weeks
<sup>134</sup> Cs	0.5	1	1	4 weeks
<sup>137</sup> Cs	0.5	1	1	4 weeks
Gamma Spectrometry: Natural radionuclides	10	100	100	4 weeks
<sup>210</sup> Pb <sup>2</sup>	0.01	0.01	0.02	Special case <sup>3</sup>
<sup>210</sup> Po	0.01	0.01	0.02	4 weeks
<sup>226</sup> Ra <sup>2</sup>	0.01	1	0.02	6 weeks
<sup>228</sup> Th	0.01	1	0.02	4 weeks
<sup>230</sup> Th	0.01	1	0.02	4 weeks
<sup>232</sup> Th	0.01	1	0.02	4 weeks
<sup>234</sup> U	0.01	1	0.02	4 weeks
<sup>235</sup> U	0.01	1	0.02	4 weeks
<sup>238</sup> U	0.01	1	0.02	4 weeks
<sup>237</sup> Np	0.1	1	1	4 weeks
<sup>238</sup> Pu	0.01	0.3	0.02	4 weeks
<sup>239/240</sup> Pu	0.01	0.3	0.02	4 weeks
<sup>241</sup> Am <sup>2</sup>	0.01	0.5	0.02	4 weeks
Aqueous <sup>3</sup> H	4	25	25	4 weeks
Total <sup>3</sup> H	4	25	25	4 weeks
<sup>14</sup> C	4	25	25	4 weeks
<sup>32</sup> P	0.1	1	1	4 weeks
<sup>35</sup> S	1	1	1	4 weeks
<sup>36</sup> Cl	1	1	1	6 weeks
<sup>55</sup> Fe	1	1	1	4 weeks
<sup>63</sup> Ni	1	1	1	4 weeks
<sup>89</sup> Sr	0.1	10	10	6 weeks
<sup>90</sup> Sr	0.03	2	0.5	6 weeks
<sup>99</sup> Tc	0.1	1	1	6 weeks
<sup>125</sup> I	1	1	1	4 weeks
<sup>129</sup> I	1	1	1	4 weeks
<sup>241</sup> Pu	1	1	1	4 weeks

<sup>1</sup> Unless otherwise stated.

<sup>2</sup> If specific analyses required, rather than determination by gamma spectrometry.

<sup>3</sup> Analysis time will be determined on the likely activity of the samples due to differing lengths of ingrowth time required for different sensitivities.

### Key UKAS Requirements – Investigative Monitoring:

Total Alpha

Total Beta

Gamma Spectrometry: To specifically include the following nuclides <sup>57</sup>Co, <sup>60</sup>Co, <sup>65</sup>Zn, <sup>95</sup>Nb, <sup>95</sup>Zr, <sup>106</sup>Ru, <sup>110m</sup>Ag, <sup>125</sup>Sb, <sup>131</sup>I, <sup>134</sup>Cs, <sup>137</sup>Cs, <sup>144</sup>Ce, <sup>154</sup>Eu, <sup>155</sup>Eu, <sup>228</sup>Ac, <sup>234</sup>Pa, <sup>234</sup>Th, <sup>234m</sup>Pa and <sup>241</sup>Am.

<sup>234</sup>U, <sup>235</sup>U, <sup>238</sup>U

<sup>238</sup>Pu, <sup>239/240</sup>Pu

Aqueous <sup>3</sup>H

Total <sup>3</sup>H

- **APPENDIX 3**
- **FORMS**

Follows examples of forms for use with this framework:

Environment Agency Request for Monitoring of Radioactivity: Investigative Monitoring.

Environment Agency Sample Form for Monitoring of Radioactivity: Investigative Monitoring.

**ENVIRONMENT AGENCY REQUEST FOR MONITORING OF RADIOACTIVITY:  
INVESTIGATIVE MONITORING**

**Job Request Number:**

<p><b>Requester:</b></p> <p><b>Environment Agency PM:</b></p> <p><b>Address:</b></p> <p><b>Tel:</b>                      <b>Email:</b></p>	<p><b>Contractor:</b></p> <p><b>Contact:</b></p> <p><b>Address:</b></p> <p><b>Tel:</b>                      <b>Email:</b></p>
--	---

**Work Required of Contractor:**

<b>Sampling</b>	<input type="checkbox"/>	Specification attached <sup>1</sup>	<input type="checkbox"/>
<b>Instrumental Monitoring</b>	<input type="checkbox"/>	Specification attached <sup>2</sup>	<input type="checkbox"/>
<b>Analysis</b>	<input type="checkbox"/>	<b>Sample Types</b>	
		<b>Determinants</b>	

<b>Required completion date:</b>	<b>Estimated Cost: £</b>
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<b>Background Information</b>
<b>Hazards known to the Agency</b>

**Authorising Signature**

**Date**

**Details to be supplied by Contractor:**

**Timescales:**

Date request received	Forecast completion date of report
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**Sampling/Monitoring (if required):**

Mileage	Staff hours	T & S (Specify)
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**Costs:**

Cost confirmed: £	Revised cost: £	Reason for revision
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**Notes**

1. To enable the contractor to undertake sampling a specification (to be agreed by RARM Team and Nuclear Regulator / RSR officer) detailing the following shall be attached:

- Dates by which sampling required to be undertaken
- Details of sampling locations
- Types of samples to be taken
- Sampling procedure (e.g. cores to specified depth/scrapes of known surface area)
- Reporting units (if different to normal framework specification)
- Particular sample pre-treatment requirements (e.g. filtering)
- Whether a Chain of Custody is required (e.g. for prosecution samples)

2. To enable the contractor to undertake monitoring a specification (to be agreed by RARM Team and Nuclear Regulator / RSR officer) detailing the following shall be attached:

- Type of monitoring required (i.e. gamma dose rates/contact beta)
- Extent of or specific locations for monitoring.



- APPENDIX 4

- EXAMPLE REQUEST FOR QUOTATION SHEET AND PRIOR RIGHTS

RSR Research, Development, Evidence and Analysis Framework Services REQUEST FOR QUOTATION SHEET		
	Date	
	Consultant	
Environment Agency Programme Manager:	Tel:	
	E-mail:	@environment-agency.gov.uk
Start Date		
Completion Date		
Framework Lot		
Framework Activity		

Specification (Details to be provided by EA Programme Manager)

Consultant Proposal (Details to be provided by the Consultant)

Cost Proposal						
Tasks	Consultant Name	Framework Grade	Organisation	Hourly Rate	No of Hours	Cost
1						
2						
3						
4						
Total Staff Costs						
Project management & administration						
Expenses (please detail type, i.e. travel etc)						
<b>Total Cost</b>						
<b>Notes</b>	Any New Subconsultants must be pre approved by the EA Agreement Commercial Manager. Any extensions to existing orders need to be discussed with Procurement first					
<b>Consultant Project Manager:</b>				<b>Signature:</b>		

**PROTECT-COMMERCIAL**

**Ref:**

**Title:**



**PRIOR RIGHTS SCHEDULE: Details of Prior Rights held by the Parties (to be updated as Rights are introduced during the period of the Framework)**

Prior Rights owned or lawfully used by a Party, whether under licence or otherwise, which it introduces to the Project for the purposes of fulfilling its obligations under the Framework

**Held by the Agency**

Name and description of Prior Rights	Extent of proposed use in the Project	Proprietary owner of the Prior Rights

**Held by the Contractor**

Name and description of Prior Rights	Extent of proposed use in the Project	Proprietary owner of the Prior Rights

**Contractor's Prior Rights**

All Intellectual Property Rights owned by or lawfully used by the Contractor, whether under licence or otherwise before the date of this Framework. It can also mean any invention and know how or other intellectual property (whether or not patentable) owned by one of the parties prior to the commencement of the Project or devised or discovered by one of them only in the course of other projects during the Project period and not arising directly from the Project.

- "Know how" means unpatented technical information (including without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing of procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control, data analyses, reports and submissions) that is not already in the public domain.

• **APPENDIX 5**

• **PROJECTED PIPELINE FOR LOT 2 – RADIOACTIVE SUBSTANCES REGULATION RESEARCH, DEVELOPMENT, EVIDENCE AND ANALYSIS**

<b>Projected Project Pipeline</b>	<b>Sub-Lot</b>	<b>Potential Year 1 projects</b>
Rolls Royce SMR. Generic Design Assessment – Radiological impact assessment. Verification & Validation	2.1 Rad Impact Assessment	X
Rolls Royce SMR. Site specific independent radiological impact assessment	2.1 Rad Impact Assessment	
Review into how climate change (e.g. increased rainfall, ocean acidification or sea level rise) might impact the distribution of radioactivity in the environment. Including the impact of any changes on people and the environment, associated with previously permitted, accidental or proposed discharges to the environment (e.g. new pathways, radionuclide behaviours, habits of people and wildlife, changes in biodiversity – including species particularly sensitive to radiation).	2.2 Environmental radiological Protection	X
Monitoring of Heterogeneous Radioactive Particles – Horizon scanning for potential drone and other aerial techniques for monitoring radioactivity in the environment.	2.2 Environmental radiological Protection	
Update of EA Radionuclide Handbook (including addressing gaps for new or novel radionuclides e.g. Lu-177, Ra-223, Ga-68)	2.2 Environmental radiological Protection	
Review of partitioning behaviour of radionuclides within incinerators and other thermal treatment technologies. This would include consideration of modern abatement technologies and incineration processes as well as an understanding of activity levels in solid wastes.	2.2 Environmental Radiological Protection	
Development of Uranium Environmental Quality Standards (surface and groundwaters).	2.2 Environmental radiological Protection	
Develop training on RSR ALARA/BAT/optimisation	2.3 Waste Management and Decommissioning	
Review and development of regulatory guidance for disposal of radioactive waste to range of near surface disposal facilities.	2.3 Waste Management and Decommissioning	X
Identifying common opportunities and challenges associated with the future management and disposal of Hazardous Wastes and Low Level Radioactive Waste	2.3 Waste Management and Decommissioning	X

Projected Project Pipeline	Sub-Lot	Potential Year 1 projects
Develop training on radioactive waste management for non-nuclear sites	2.3 Waste Management and Decommissioning	
Development of guidance around long term waste accumulation (storage) on non-nuclear sites.	2.3 Waste Management and Decommissioning	
Waste led decommissioning for particle accelerator facilities: Tools to support waste led decommissioning would use facility characterisation information and consider the decontamination, deconstruction, waste sorting and segregation techniques that could be employed. This project would look to fill evidence gaps related to anticipated waste arisings from particle accelerator radionuclide production facilities to allow more informed waste led decommissioning.	2.3 Waste Management and Decommissioning	
<p>Environmental safety cases: We are interested in a review of international guidance on development of safety cases and safety assessments for surface disposal facilities and learning from international good practice on:</p> <ul style="list-style-type: none"> <li>•the environmental impacts of radioactive and non-radioactive contaminants</li> <li>•methods for assessment and treatment of uncertainty, e.g. exploring how best probabilistic assessment methods can be developed and used to support environmental safety assessments and WAC development, including how to set up probabilistic assessments in a meaningful way, under what circumstances a probabilistic assessment would be appropriate and how to interpret the results.</li> <li>•assumptions applied on averaging, characterisation of discrete items, inventory estimates and facility erosion</li> <li>• application of proportionality (graded approach)</li> </ul>	2.3 Waste Management and Decommissioning	
Review into current and future options for tritium management and abatement	2.3 Waste Management and Decommissioning	
A review into active treatment systems for groundwater clean-up. Generally these systems (pump and treat) are costly and need to be implemented on a long timeframe. Developing new sustainable clean up systems or improving the efficiency of the current systems while minimising the generation of secondary wastes is of major importance. Technology for removing mobile	2.3 Waste Management and Decommissioning	

<b>Projected Project Pipeline</b>	<b>Sub-Lot</b>	<b>Potential Year 1 projects</b>
radionuclides (e.g. tritium is generated by numerous nuclear facilities and through reprocessing, and options for remediating tritium leaks are limited).		

**APPENDIX 6  
FRAMEWORK CALL OFF AWARD LETTER**



**Department  
for Environment  
Food & Rural Affairs**

creating a better place  
for people and wildlife



Address:  
Tel:  
Email:

**Supplier Name  
Supplier Address**

Date **xx/xx/xxxx**

**COMMERCIAL IN CONFIDENCE**

**Radioactive Substances Regulation - Ad-hoc Monitoring and Technical Support  
Framework**

<b>Framework Lot:</b>	
<b>Direct Award or Further Comp</b>	
<b>Call Off Title:</b>	
<b>Call Off Contract Title:</b>	
<b>Call off Contract Reference:</b>	

IT IS AGREED as follows:

As per the **direct award / further competition** Request for Quotation (RFQ), the delivery of **xxx** in Lot **x** will commence on **xx/xx/xxxx**. Activities and payment details are summarised below.

**Table 1**

<b>Activity Type</b>	<b>Delivery Deadline</b>	<b>No. of Units</b>	<b>Unit Cost (£s exc VAT)</b>	<b>Total Cost (£s exc VAT)</b>

<b>Total</b>				

The Service Provider shall deliver the Services in accordance with the details specified in the following documents:

1. the **direct award/further competition** Request for Quotation dated **xx/xx/xxxx**
2. the **direct award/further competition** specification issued in support of the Request for Quotation
3. the **direct award/further competition** submission of the Service Provider submitted to **Environment Agency/Atamis** on **xx/xx/xxxx**
4. the delivery milestones as set out in Annex A to this Work Order.

If there is any conflict between the documents referred to above or the terms of the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

1. this Work Order (including Annex A).
2. the **direct award/further competition** specification issued by Environment Agency as referred to above.
3. the Framework Agreement.
4. the **direct award/further competition** submission of the Service Provider as referred to above.
5. The prior rights schedule (if applicable)

All other terms and conditions are as per the main framework contract. The final claim should be submitted by **xx/xx/xxxx** (within 4 weeks of the call off contract delivery end date).

Upon receipt of the signed call off contract award, a purchase order will be raised which must be quoted on all claim submission invoices. To note the terms and conditions of the main framework contract take precedence over those attached with the purchase order.

The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor's notification of acceptance **via email/Atamis** within 7 days of the date of the Award Letter.

Yours sincerely

**Name**  
**Job Title**

## Annex A: Delivery Milestones

Deadline	Activity

**Signed for and on behalf of the Supplier**

**Signed for and on behalf of the Authority**

## Schedule 1: PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:  
[DGC.GDPR@defra.gsi.gov.uk](mailto:DGC.GDPR@defra.gsi.gov.uk)
3. The contact details of the Contractor Data Protection Officer are:
4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	To be completed for each individual call off where the processing of personal data is involved
Subject matter of the processing	To be completed for each individual call off where the processing of personal data is involved
Duration of the processing	To be completed for each individual call off where the processing of personal data is involved
Nature and purposes of the processing	To be completed for each individual call off where the processing of personal data is involved
Type of Personal Data	To be completed for each individual call off where the processing of personal data is involved
Categories of Data Subject	To be completed for each individual call off where the processing of personal data is involved

Data Processing descriptor	To be completed for each individual call off where the processing of personal data is involved
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## Annex 3 – Charges

Defined terms within this Annex:

**E-Invoicing:** Means invoices created on or submitted to the Authority via the electronic marketplace service.

**Electronic Invoice:** Means an invoice (generally in PDF file format) issued by the Supplier and received by the Authority using electronic means, generally email

### 1. How Charges are calculated

#### 1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Annex 3;

1.1.2 cannot be increased except as specifically permitted by this Annex.

1.2 Any variation to the Charges payable under the Contract must be agreed between the Supplier and the Authority and implemented using the procedure set out in this Annex.

### 2. costs and expenses included in the Charges

2.1 Except as expressly set out in Paragraph 3 below, the Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

2.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

2.1.2 costs incurred prior to the commencement of the Contract.

### 3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the first 2 years following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "Review Date").

3.2 The Supplier shall give the Authority at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.

3.3 Any notice requesting an increase shall include:

- 3.3.1 a list of the Charges to be reviewed;
- 3.3.2 for each of the Charges under review, written evidence of the justification for the requested increase.

#### 4. When the Charges are linked to inflation

- 4.1 Where the Charges are stated to be "subject to indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier
- 4.2 Charges shall not be indexed during the first 2 years following the Start Date.
- 4.3 Where paragraph 5 states that a Charge is subject to indexation then it will be indexed on the date which is 2 years after the Start Date and on each anniversary of such date (in each case the "Review Date") to reflect the percentage change in the CPI in the 12 months. The Charge will be indexed using the mechanism at Annex 3a.

Where the CPI Index:

- 4.3.1 used to carry out an indexation calculation is updated then the indexation calculation shall also be updated unless the Authority and the Supplier agree otherwise;
- 4.3.2 is no longer published or no longer consider appropriate by the Authority acting reasonably, the Authority and the Supplier shall agree a fair and reasonable replacement.

#### 5. Rates and Prices

<b>Radioactive Substances Regulation - Ad-hoc Monitoring and Technical Support Framework Pricing Schedule: Guidance</b>
<b>Guidance</b>
Tenderers are required to complete and return the Pricing Schedule by uploading the completed document into the Commercial Envelope (REF C2 on Atamis) . Tenderers must complete both: 1. A schedule of rates, and 2. An indicative cost evaluation.
<b>1. FRAMEWORK RATES (Schedule of Rates)</b>
<b><i>Individual Pricing</i></b>
<b>Lot 1 Ad Hoc Monitoring of Radioactivity</b>
Please complete the Lot 1 AHM Schedule of Rates tab with the framework rates you intend to apply to the contract.
Unit costs are required for individual analyses, staff hourly rates, mileage rates and travel and subsistence limits (actual costs will be re-paid up to the limit stated) (Tables 1-3). If there is a

reduced analysis rate for increased numbers of samples, due to efficiency savings in batch analysis, this should be indicated.
The table covers all nuclides, if the analytical price varies depending on the matrix being analysed (i.e. whether a solid or liquid sample) please indicate this.
<b>Lot 2 (all sub-lots) Research, Development, Evidence and Analysis</b>
Please complete Table 5a in the Lot 2 RDEA Schedule of Rates tab, summarising the staff likely to be employed on this contract, their expected role on this contract, their grade where applicable and their anticipated costs/hourly rates.
The same information shall be provided for any subcontractors or associates or other organisations likely to be employed to provide assessment services.
Any other anticipated costs should be added to Table 5b with a clear description provided.
<b><i>Direct Award under Framework</i></b>
For less complex or lower value pieces of work with an anticipated outturn value of <£50,000, or in an emergency, work can be awarded based on contractors' expertise and capacity, with value for money being assessed against the schedule of rates provided in this workbook. The selected contractor will be requested to submit a confirmed technical proposal and cost schedule for acceptance prior to the award being confirmed.
<b><i>Competition under framework</i></b>
For more complex and/or sustained jobs, a more detailed specification will be provided, at the time by the PM, based around the components or work required. The contractors on the framework will be asked to price the components to input to a further competition process, which will be carried out for service requirements £50,000 and above. During the further competition process contractors will be asked to provide estimates of resource to be deployed. Contractors may competitively review the rates during the further competition process to provide the best value for money for the complete work package. Rates proposed during the further competition process must not exceed the schedule of rates provided in this workbook.
<b><u>Additional Information</u></b>
All costs must be exclusive of VAT.
All known costs must be provided at tender stage, any costs, rates or charges not expressly stated in the Pricing Schedule will be reviewed on a case by case basis with the Environment Agency PM and where accepted these will be negotiated to ensure value for money is being achieved.
Tenderers are to provide fixed prices for years 1 and 2 of the framework (i.e. 24/25 and 25/26 financial years). For all other ongoing years of the framework, and if extensions are offered, the Environment Agency would negotiate a price adjustment factor based on the mechanism below.
<b><u>Extension</u></b>
For the following 2 years and if any further 12 month extensions are offered (max 36 months), the Environment Agency would negotiate a price adjustment based on CPI rates using the calculation (L-B)/B where L is the last published value of the CPI in December of the year according to <a href="http://www.statistics.gov.uk">www.statistics.gov.uk</a> and B is the last value of the index published for the preceding December if it was agreed there was sufficient justification for the increase. The Environment Agency would expect that cost efficiency savings as a result of expertise and knowledge gained during the initial stages of the contract would be reflected in later years. However, the increase in charges the supplier can ask for will be capped at 12.5% cumulatively across the total framework duration (7 years).
<b>2. COST EVALUATION (Indicative cost)</b>
<b><i>General Instructions</i></b>

Tenderers should complete and return the information requested in the Lot 1 AHM Indicative Cost tab and/or the Lot 2 RDEA Indicative Cost tabs as applicable.

The Indicative Cost tabs have been built up to permit a transparent and equal cost evaluation between bids.

The costs for individual items must match those presented in the cost schedules for 24/25 financial year. Bidders may be requested to substantiate cost build up. These indicative costs will be used to evaluate the cost element of each lot.

Costs must be exclusive of VAT.

As work on this framework is highly variable these numbers are only an indication of potential work, but do reflect work which has been required in past frameworks. If an incident occurred actual requirements may vary significantly.

**Tables to be completed:**

**Lot 1 Ad-hoc Monitoring of Radioactivity**

Table 4 is in 4 parts, analytical, fieldwork and meeting costs – with a complete total to be given in the final table.

For the analytical costs for example if an analysis costs £100 for liquid samples and £105 for solid samples and we are asking for 10 liquid samples and 10 solid samples to be analysed the cost would be £2050.

For time based activities the type of person expected to undertake the task is indicated and a time for the task given, therefore cost is the appropriate hourly rate x time.

**Lot 2 Research, Development, Evidence and Analysis**

Table 6 (a-c as relevant). Indicative project costs - Lot 2 (each sub-lot) Research, Development, Evidence and Analysis

We recognise that different organisations have different structures, but in this table the generic titles are to recognise the seniority/experience of different personnel who may be called to work on an assessment. If this differentiation does not exist in your organisation please fill in with your costs for the relevant personnel you would expect to utilise.

**How we will evaluate**

**The Tenderer who offers the lowest Bidder's Total Commercial Score will achieve the top mark available for this section (30%)**

**Every other bidder's price will be ranked from lowest to highest and will be awarded a mark based on the difference between the lowest total rate proposed using the following formula:**

$$\left[ \frac{\text{Lowest Commercial Score}}{\text{Bidder's Total Commercial Score}} \times 100 = X \right] \text{ then } \left[ \frac{X}{100} \times 30 \right]$$

**Radioactive Substances Regulation - Ad-hoc Monitoring and Technical Support Framework - Lot 1 Ad-hoc Monitoring**

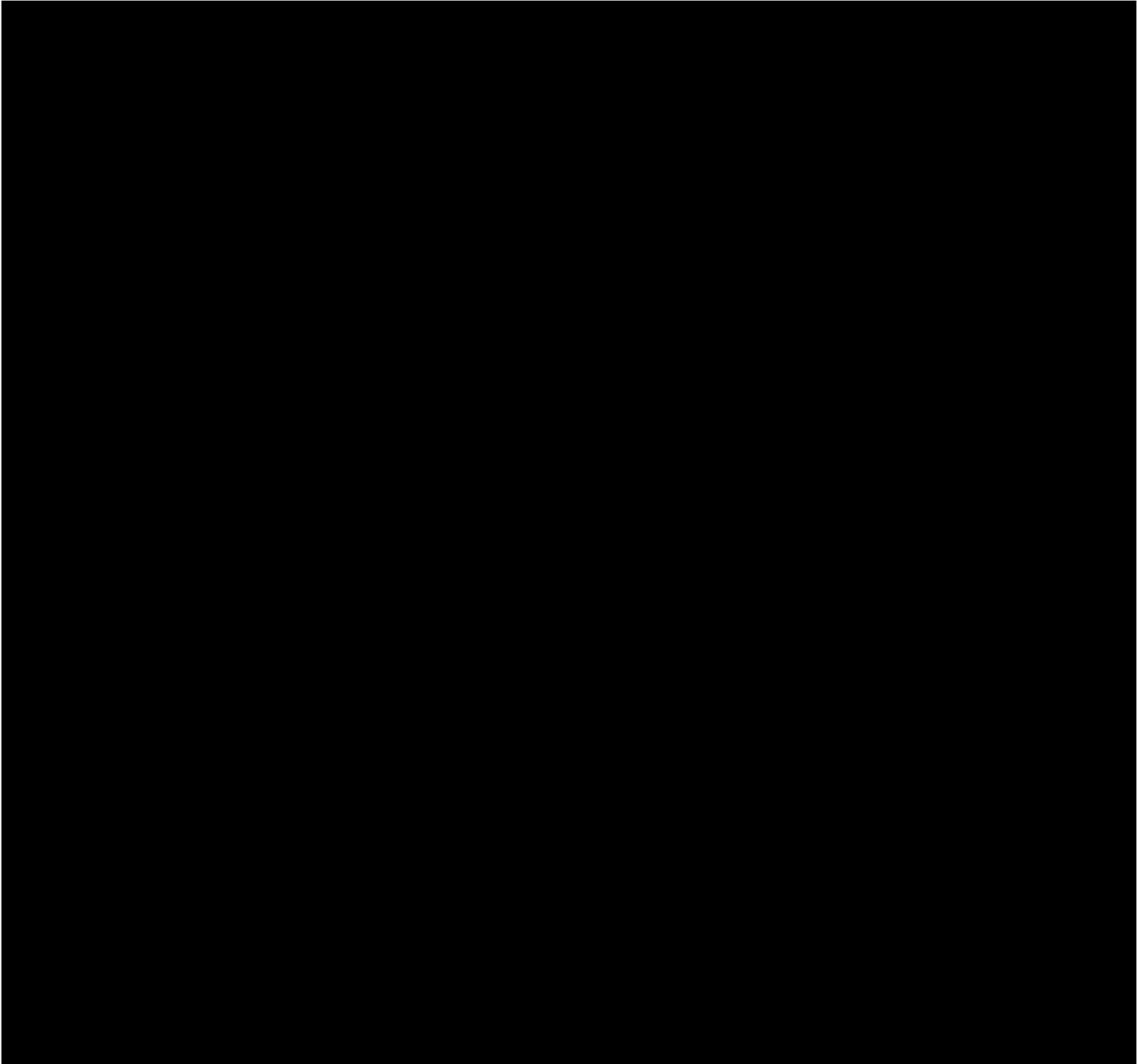
The individual job requests will be costed using the individual prices. Charges for specialist support will be agreed on an individual basis and will be costed either on the basis of agreed staff hourly rates or as a separately costed item.

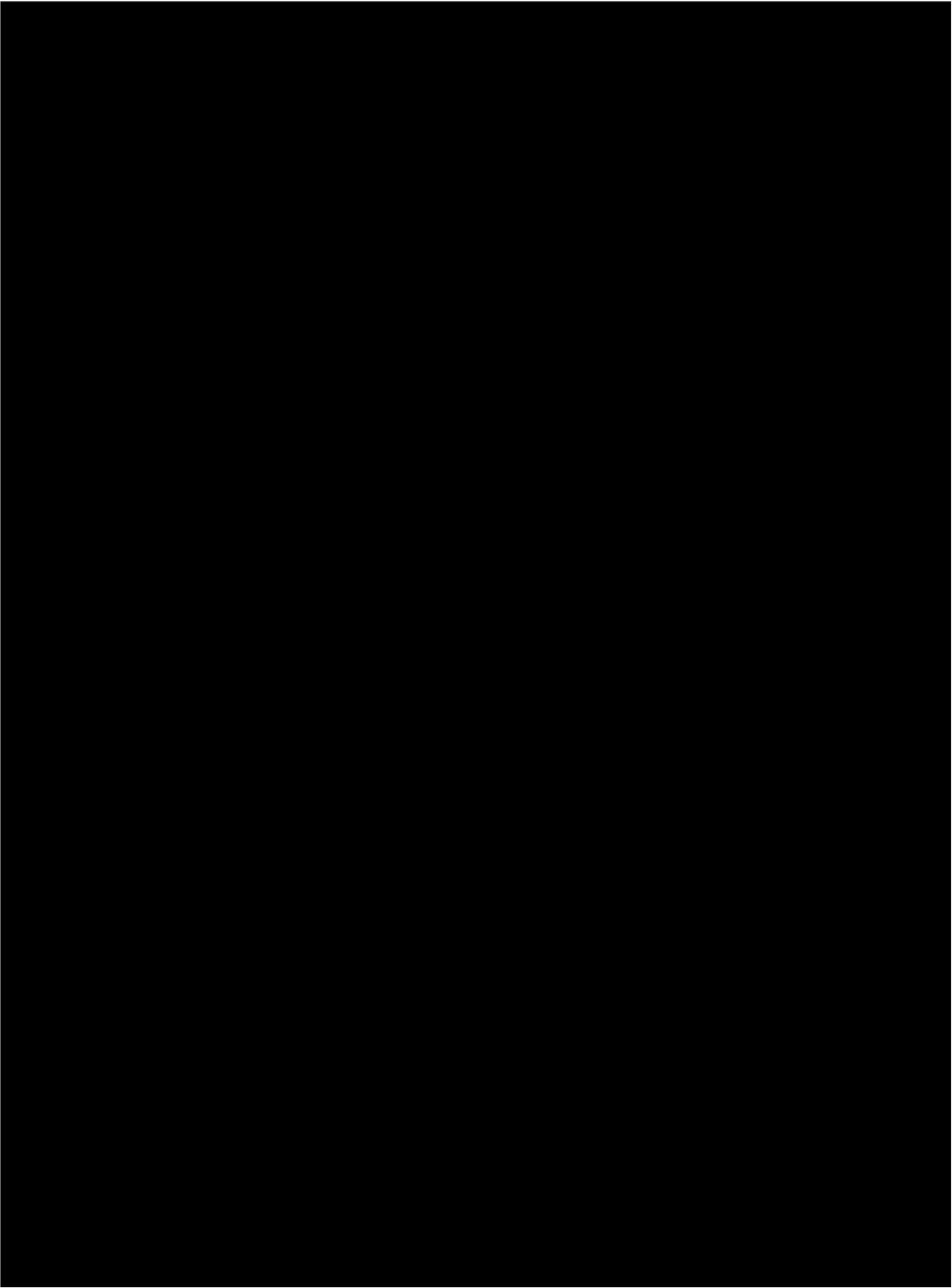
Any costs, rates or charges not expressly stated in the Pricing Schedule will be negotiated on a case by case basis with the Environment Agency PM.

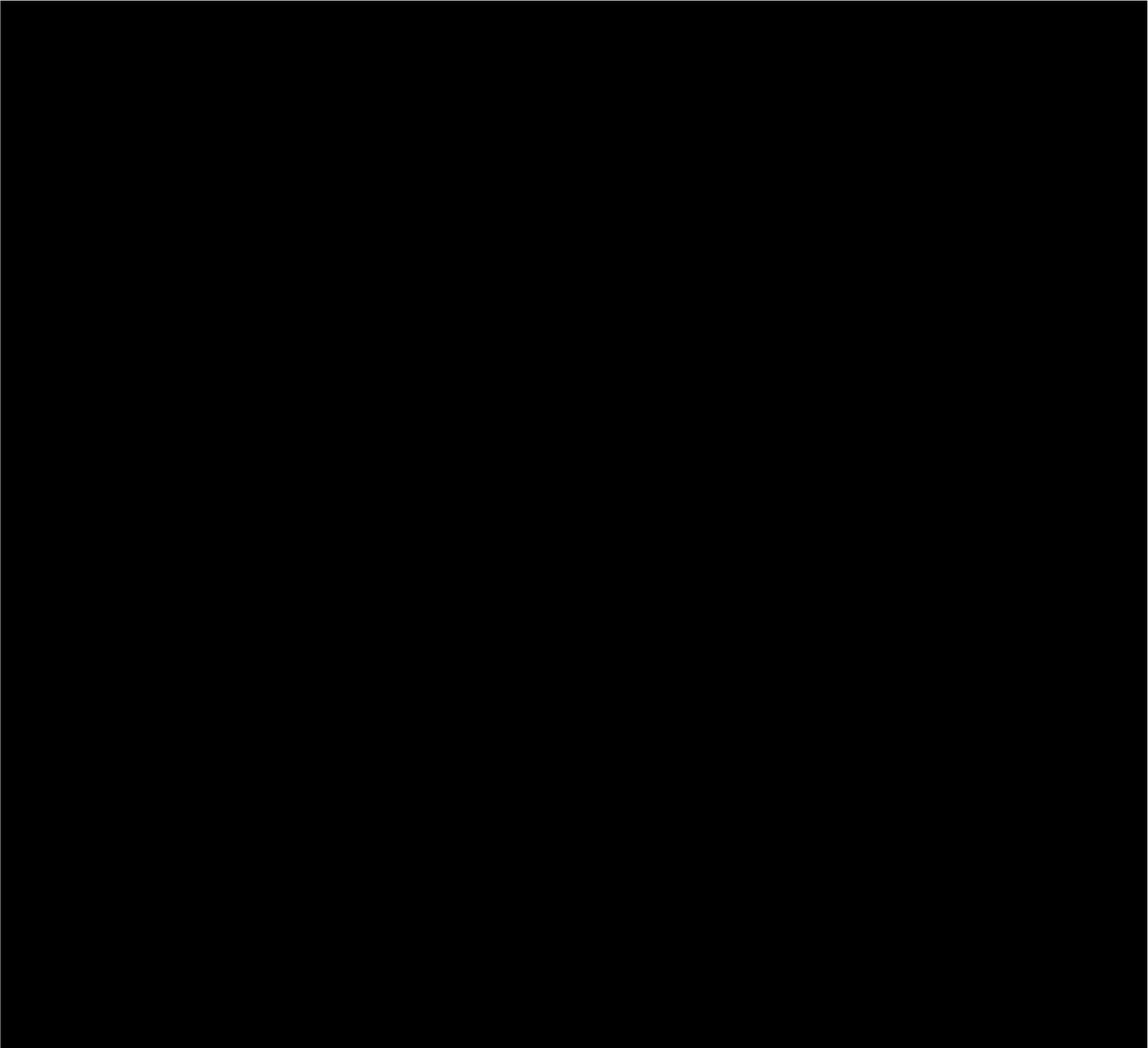
**Table 1. Analytical Prices - Radioactive Substances Regulation - Ad-hoc Monitoring and Technical Support Framework - Ad-hoc Monitoring**

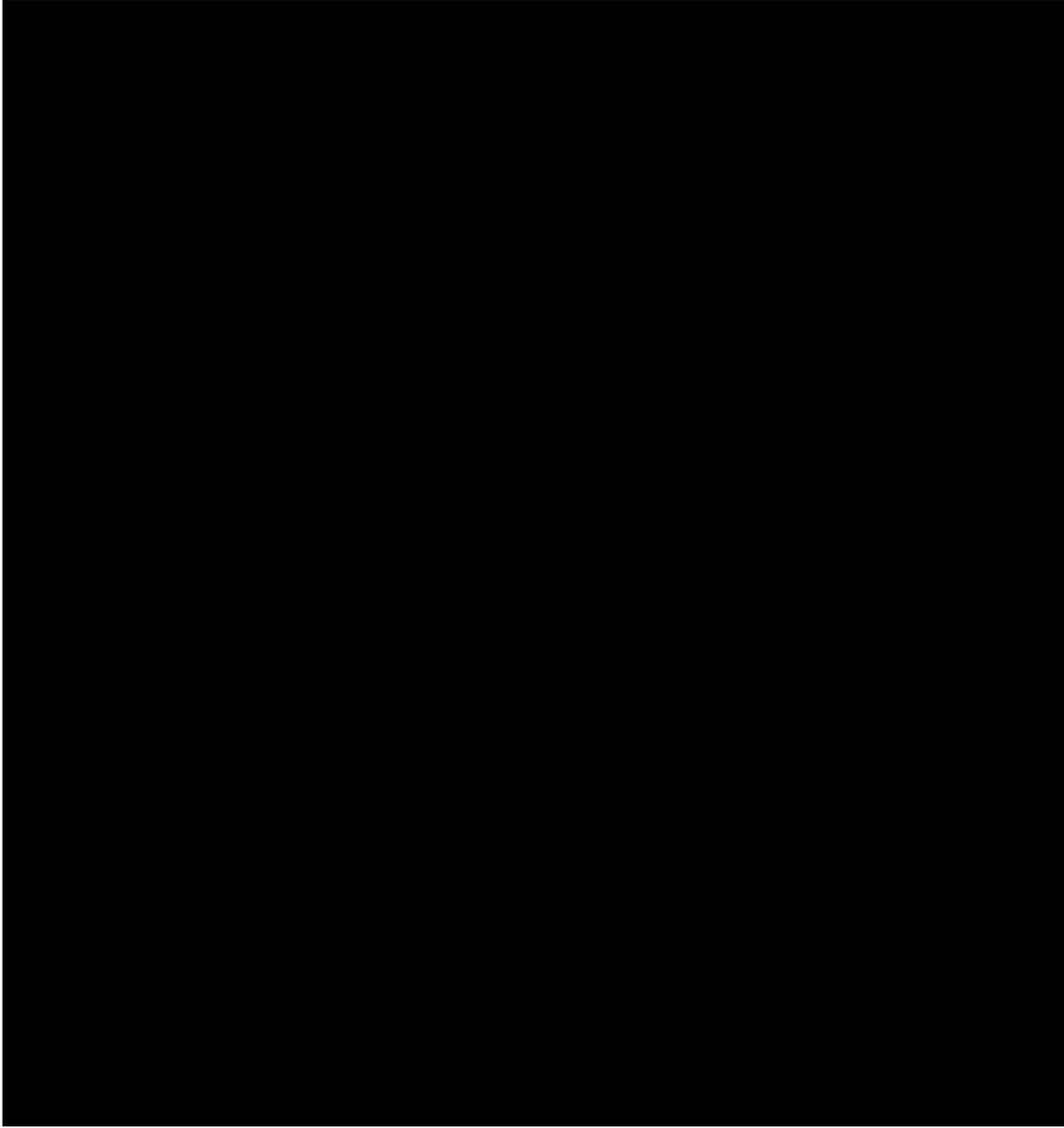
Individual Pricing

Unit costs are required for individual analyses. If there is a reduced analysis rate for increased numbers of samples, due to efficiency savings in batch analysis, this should be indicated.









## **6. Currency**

All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.

## **7. Variations**

The Authority may make reasonable changes to its invoicing requirements during the Term after providing 30 calendar days written notice to the Supplier.

## **8. Electronic Invoicing**

8.1 The Authority shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of the Authority's e-invoicing system:

- 8.2 The Supplier shall ensure that each invoice is submitted in a PDF format and contains the following information:
- 8.2.1 the date of the invoice;
  - 8.2.2 a unique invoice number;
  - 8.2.3 the period to which the relevant Charge(s) relate;
  - 8.2.4 the correct reference for the Contract
  - 8.2.5 a valid Purchase Order Number;
  - 8.2.6 the dates between which the Deliverables subject of each of the Charges detailed on the invoice were performed;
  - 8.2.7 a description of the Deliverables;
  - 8.2.8 the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
  - 8.2.9 any payments due in respect of achievement of a milestone, including confirmation that milestone has been achieved by the Authority's Authorised Representative
  - 8.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Authority under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
  - 8.2.11 a contact name and telephone number of a responsible person in the Supplier's finance department and/or contract manager in the event of administrative queries; and
  - 8.2.12 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
- 8.3 The Supplier shall submit all invoices and any requested supporting documentation through the Authority's e-invoicing system or if that is not possible to: Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ; with a copy (again including any supporting documentation) to such other person and at such place as the Authority may notify to the Supplier from time to time.
- 8.4 Invoices submitted electronically will not be processed if:
- 8.4.1 The electronic submission exceeds 4mb in size
  - 8.4.2 Is not submitted in a PDF formatted document
  - 8.4.3 Multiple invoices are submitted in one PDF formatted document

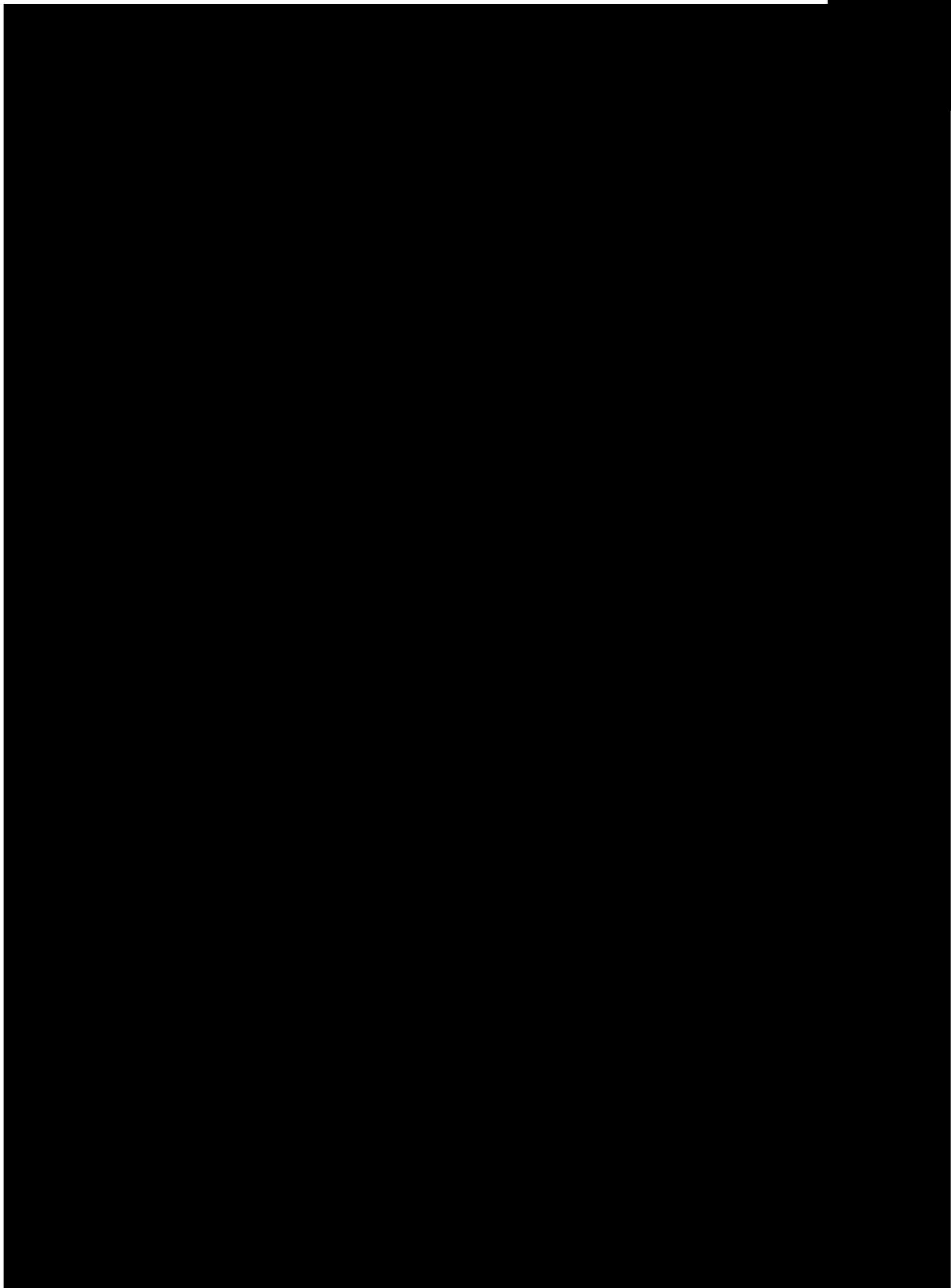
#### 8.4.4 The formatted PDF is “Password Protected”

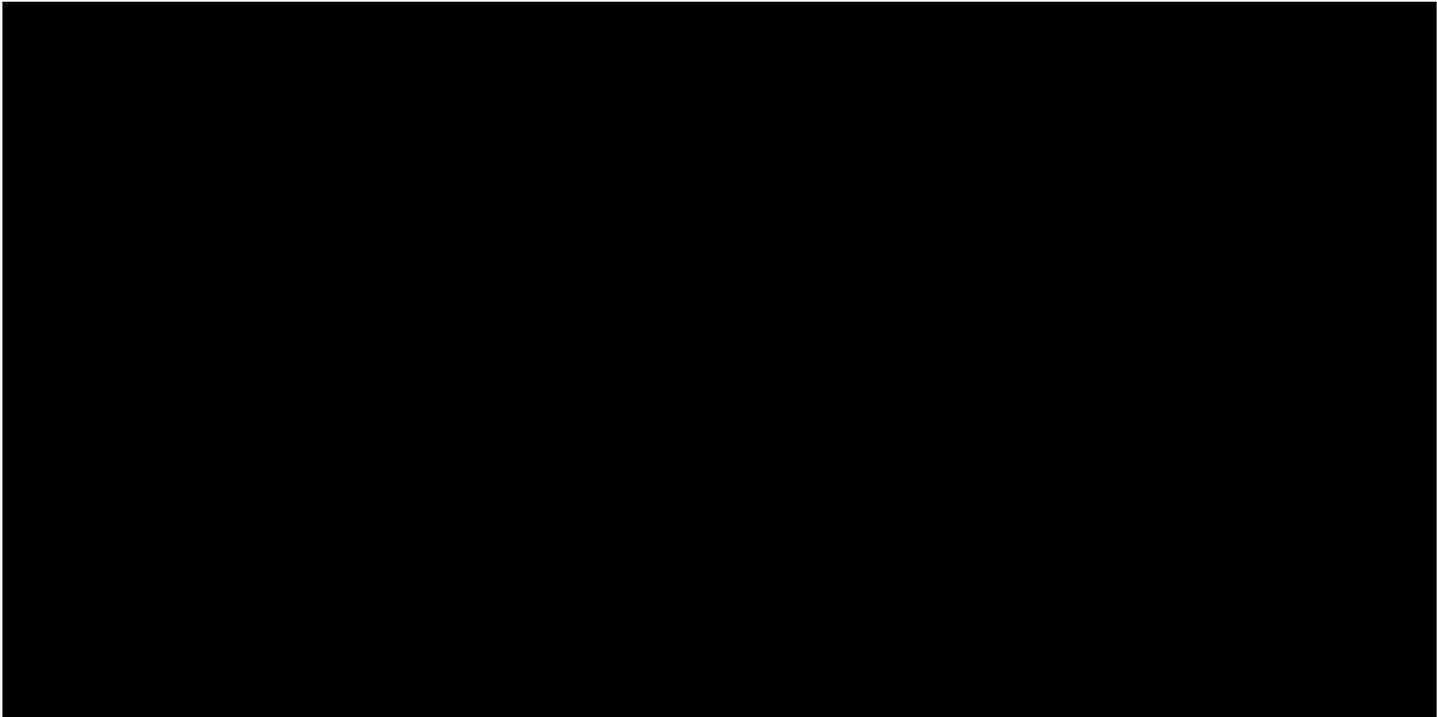
## Annex 3a – Charges - Consumer Price Index (“CPI”) Mechanism

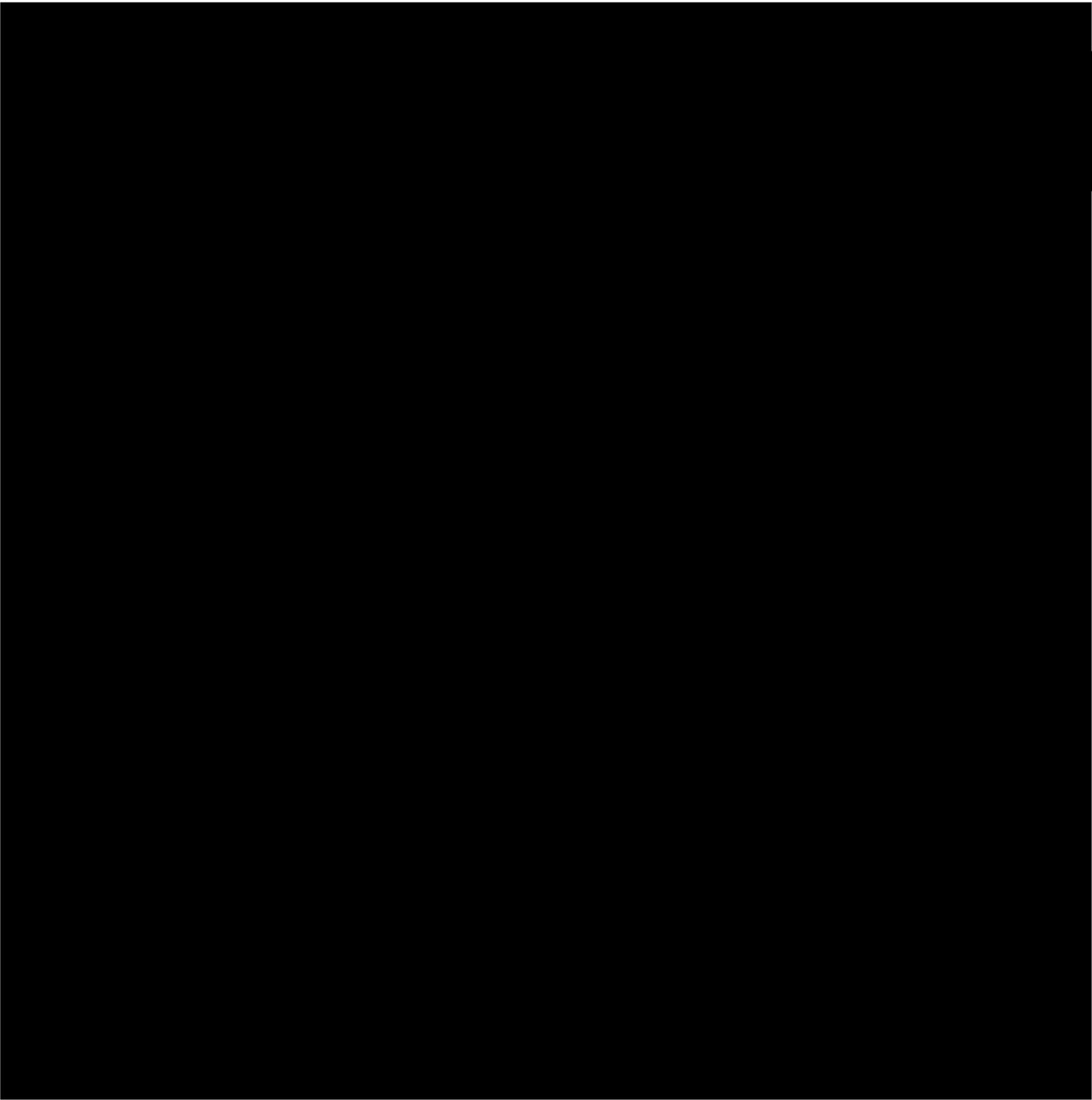
The following formulae will be used as the price escalation mechanism for years 3-7 of the framework. The supplier will be able to ask for an increase to be implemented from 1<sup>st</sup> April each year, with 1<sup>st</sup> April 2026 being the first year. The supplier shall give the Buyer at least 3 months’ notice in writing of their intent prior to a Review Date where it wants to request an increase. Therefore, the CPI value will be taken from December of the review year from [www.statistics.gov.uk](http://www.statistics.gov.uk) and the last value of the index published for December of the preceding financial year. If the Supplier does not give notice in time, then it will only be able to request an increase prior to the next Review Date.

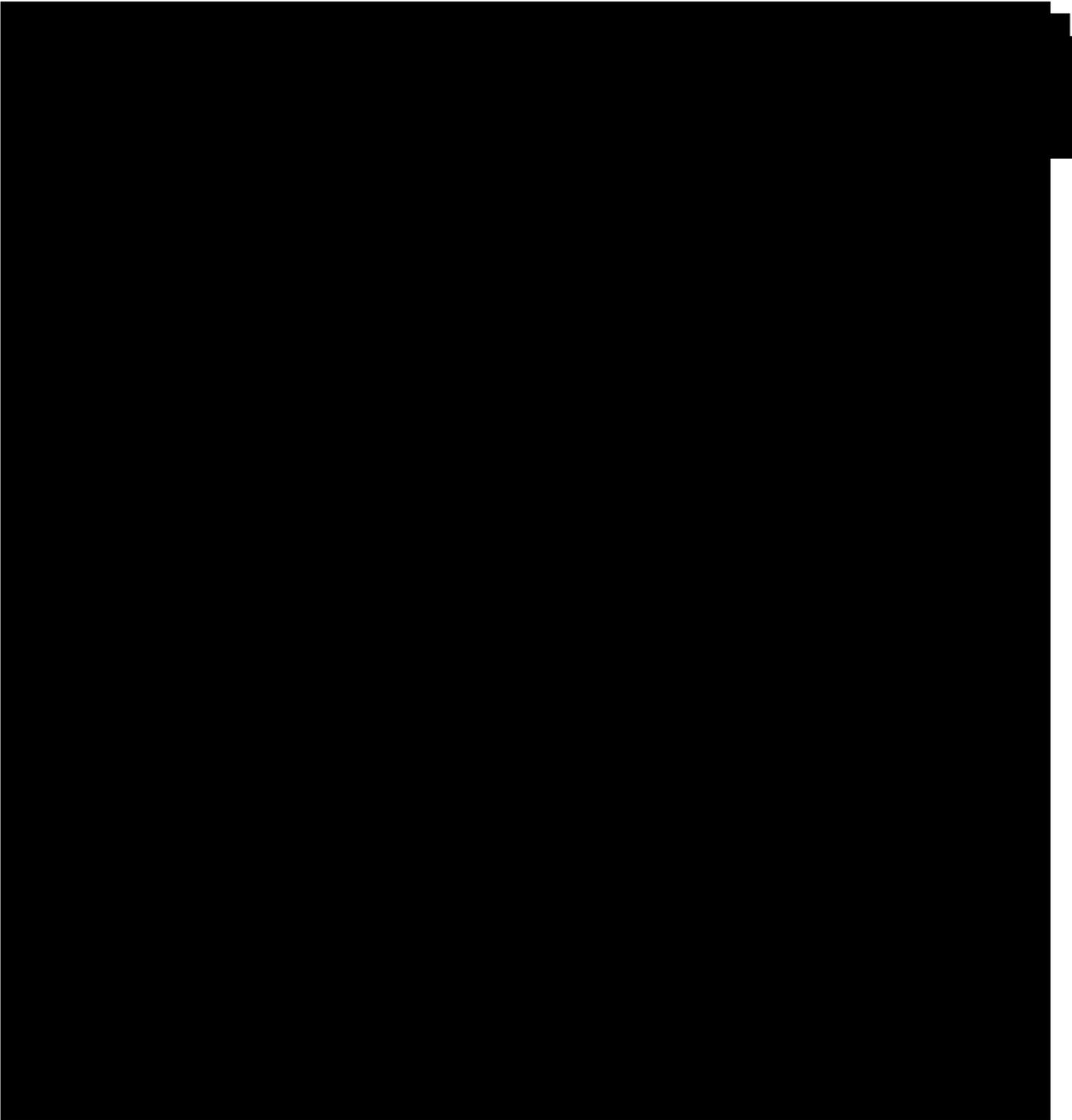
**“Increase no more than  $(L-B)/B$  where L is the last published value of the CPI in December of that year according to [www.statistics.gov.uk](http://www.statistics.gov.uk) and B is the last value of the index published for December of the preceding financial year.”**

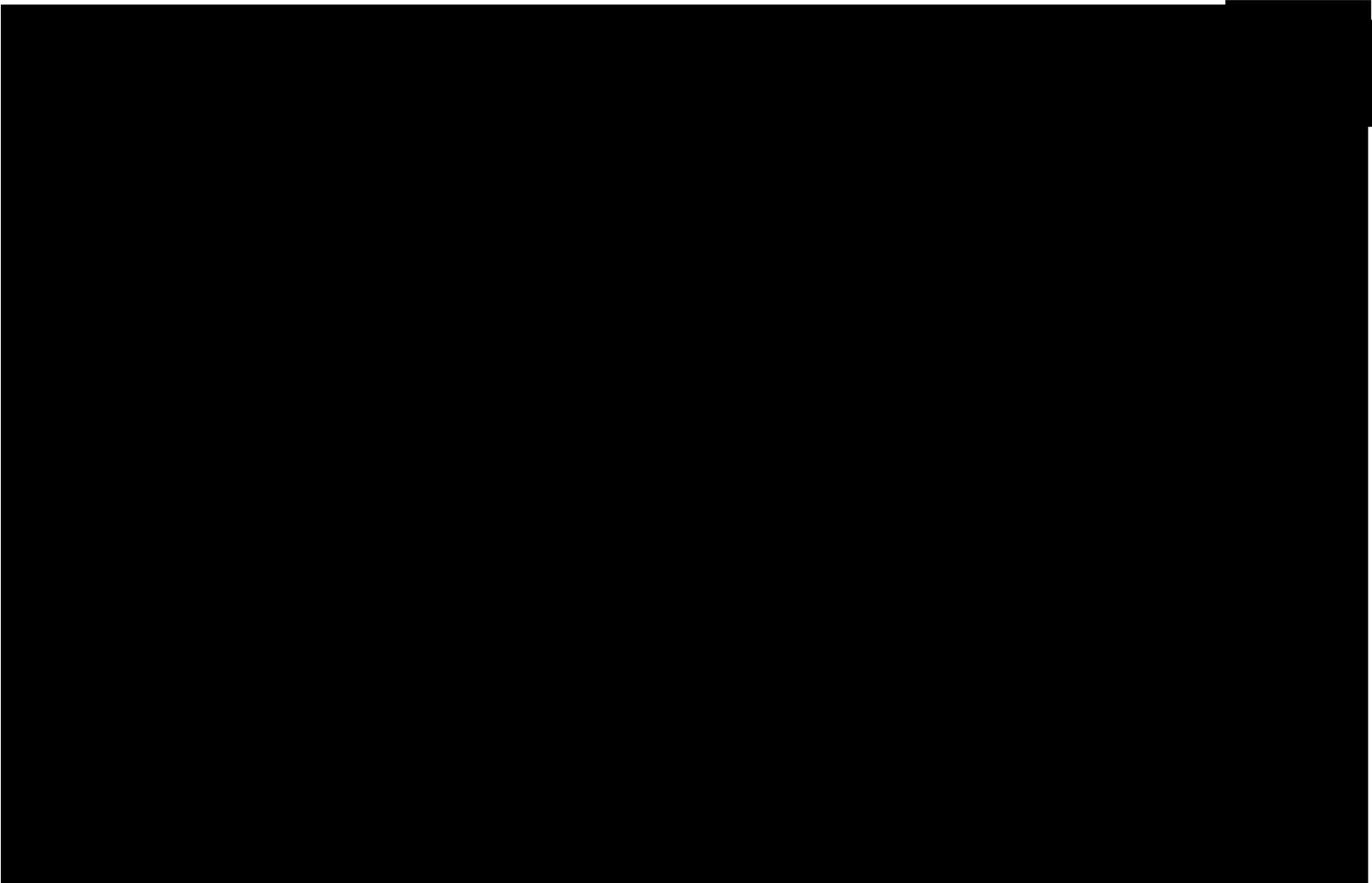
This will be capped at 12.5% cumulatively across the total framework duration (7 years).

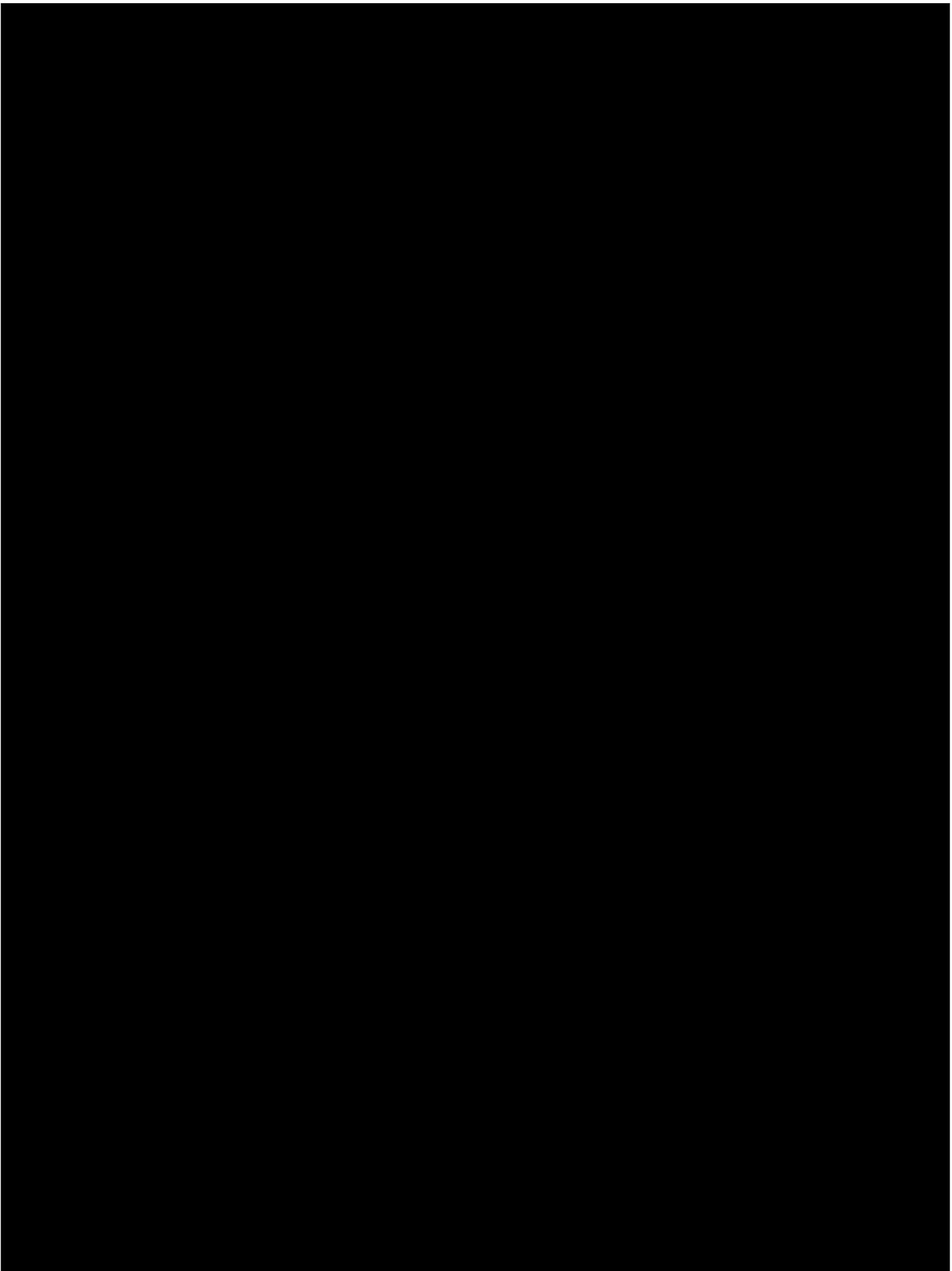


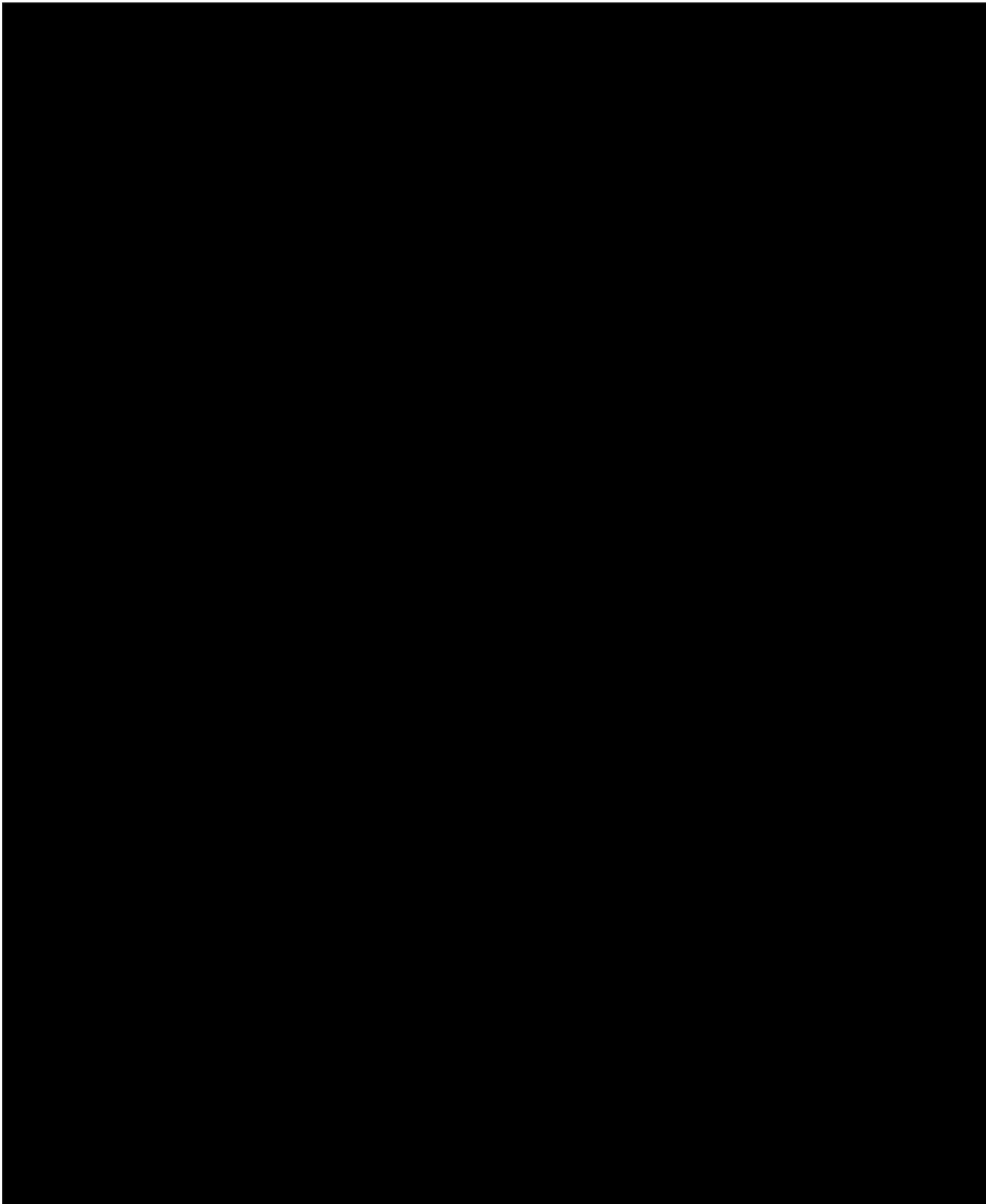


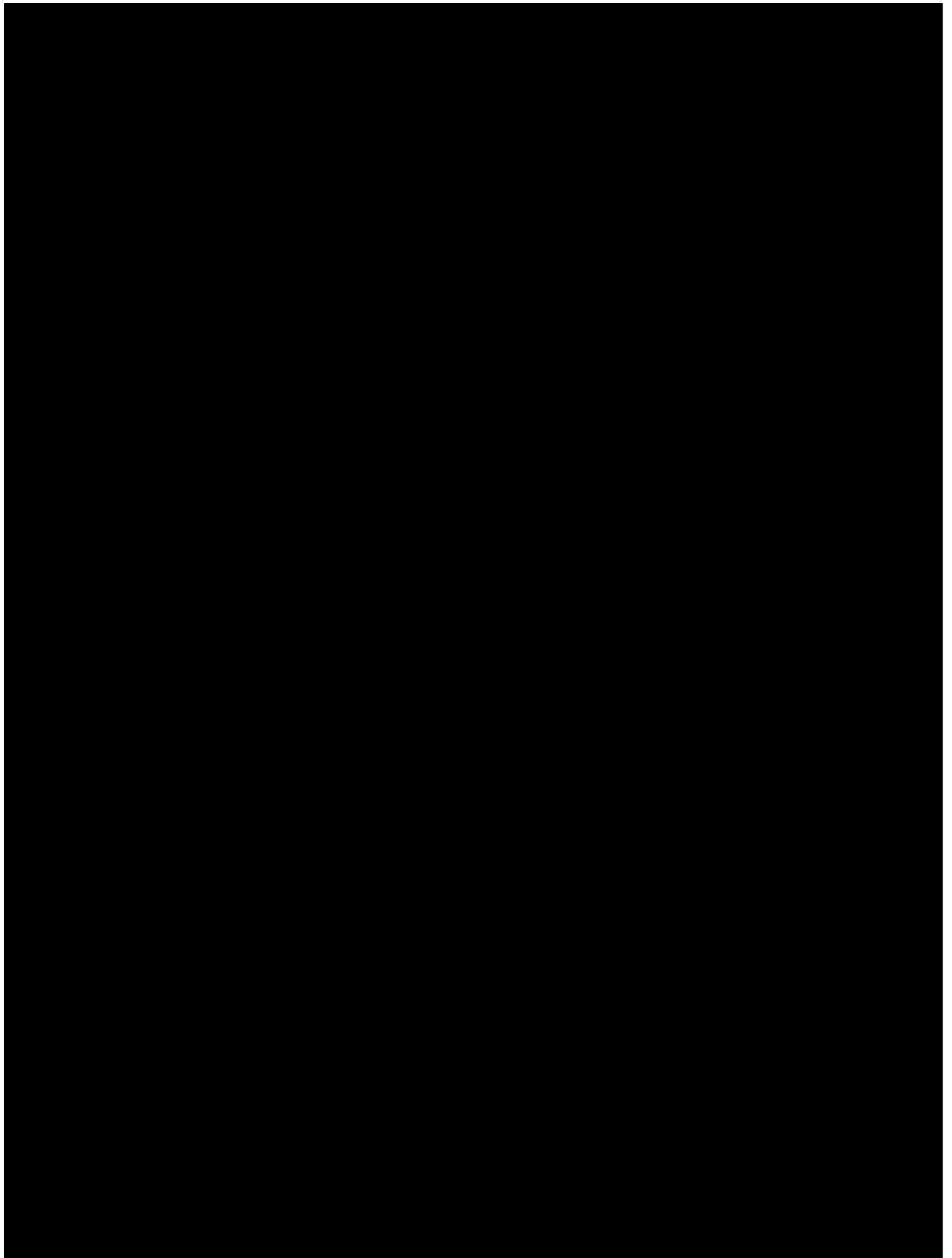


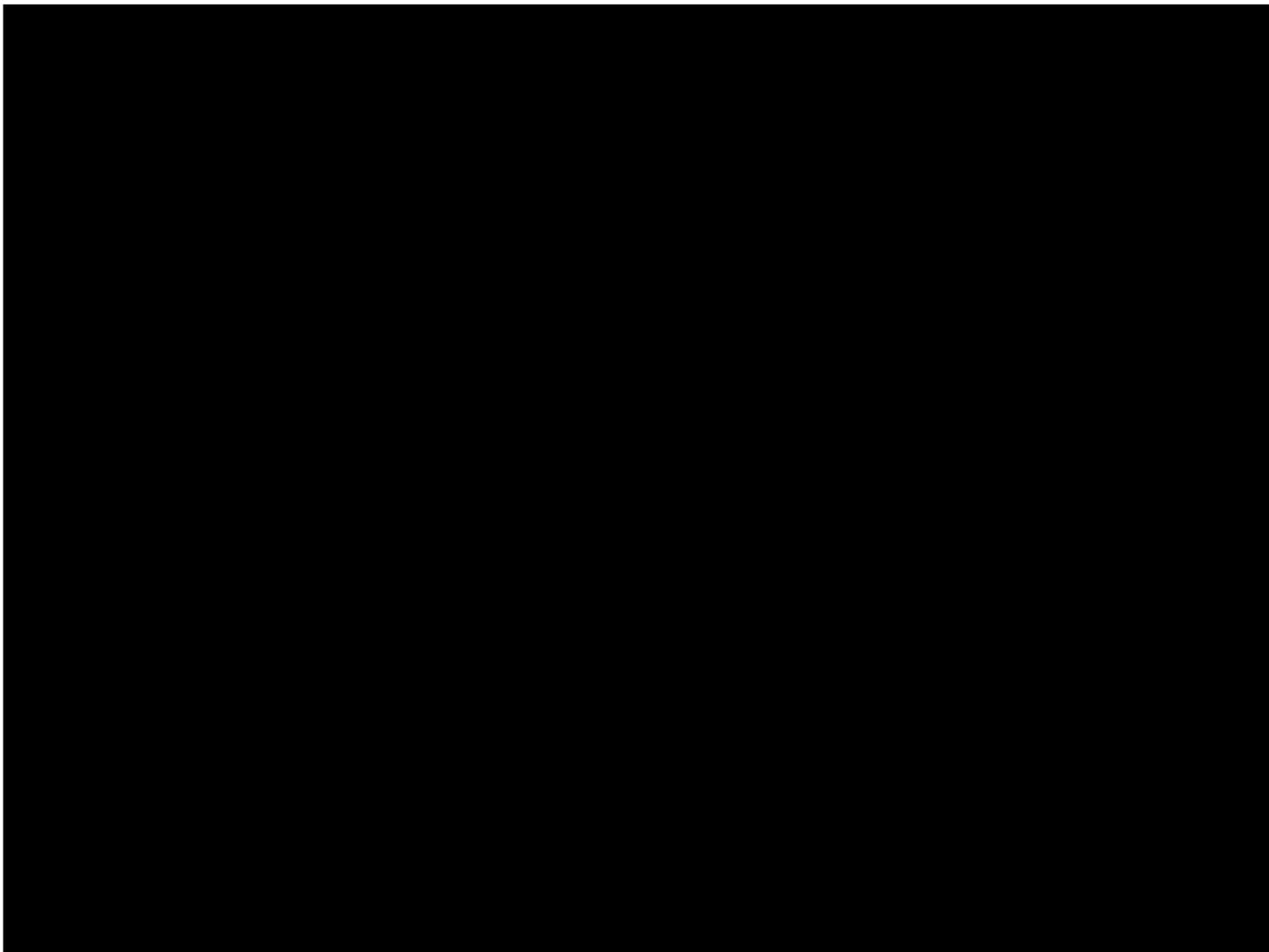


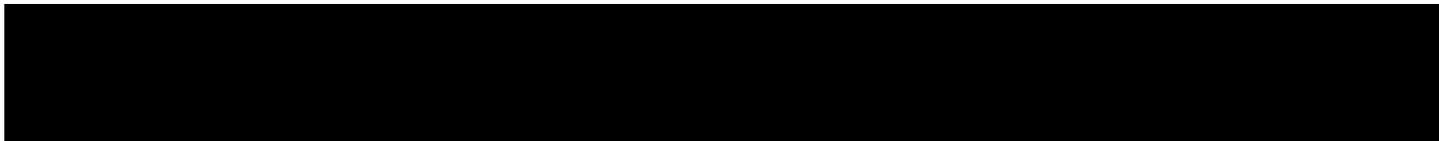
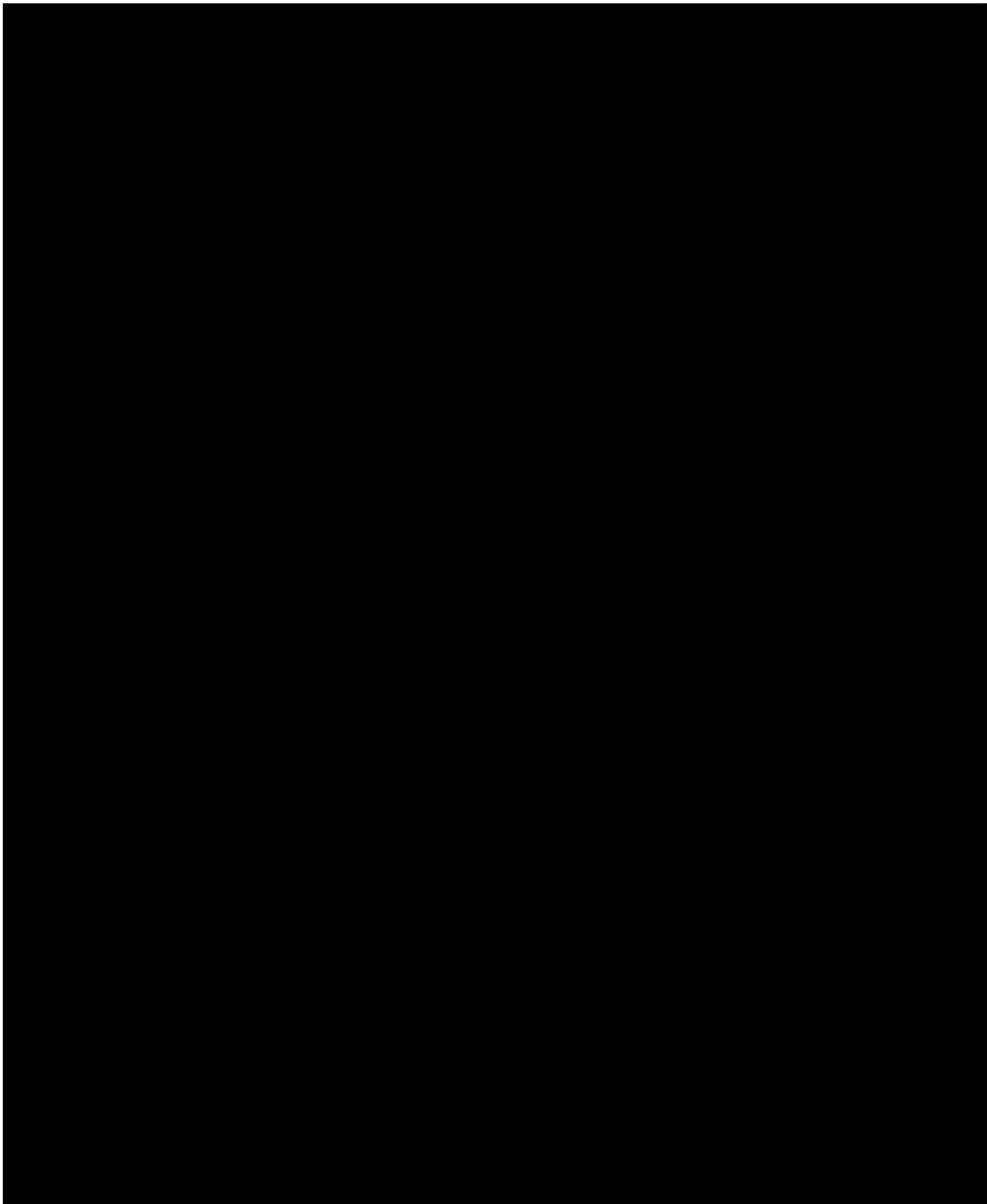


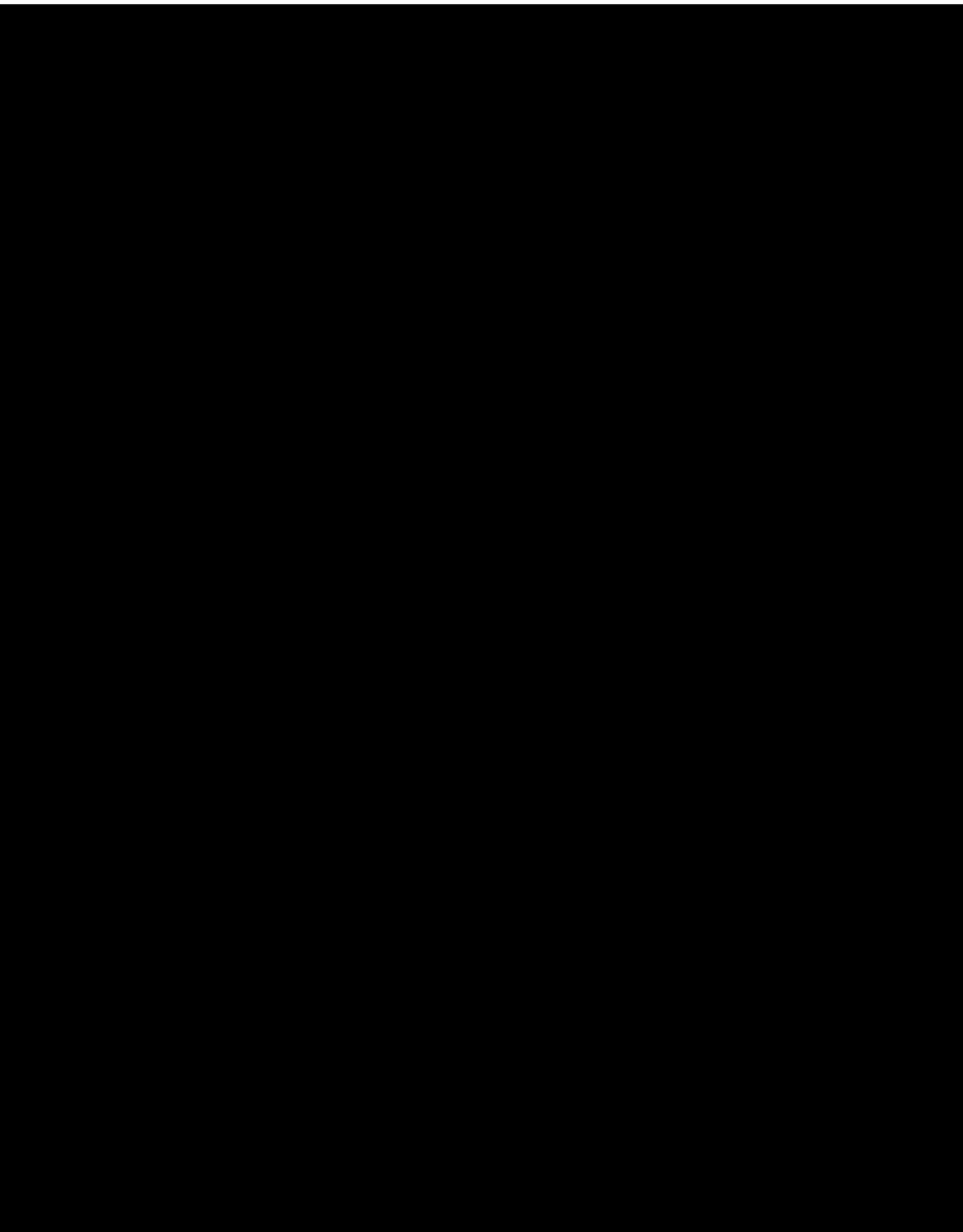


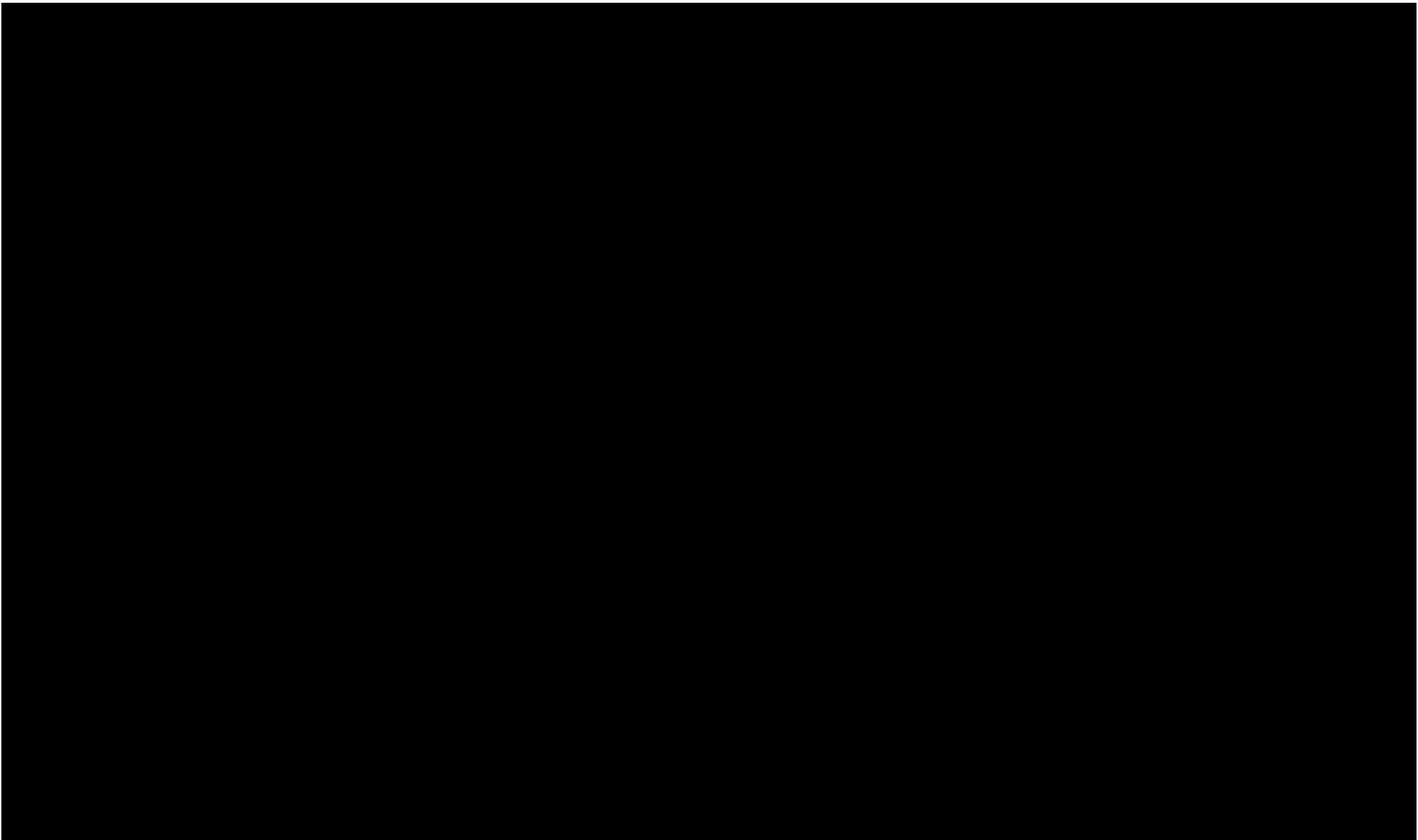


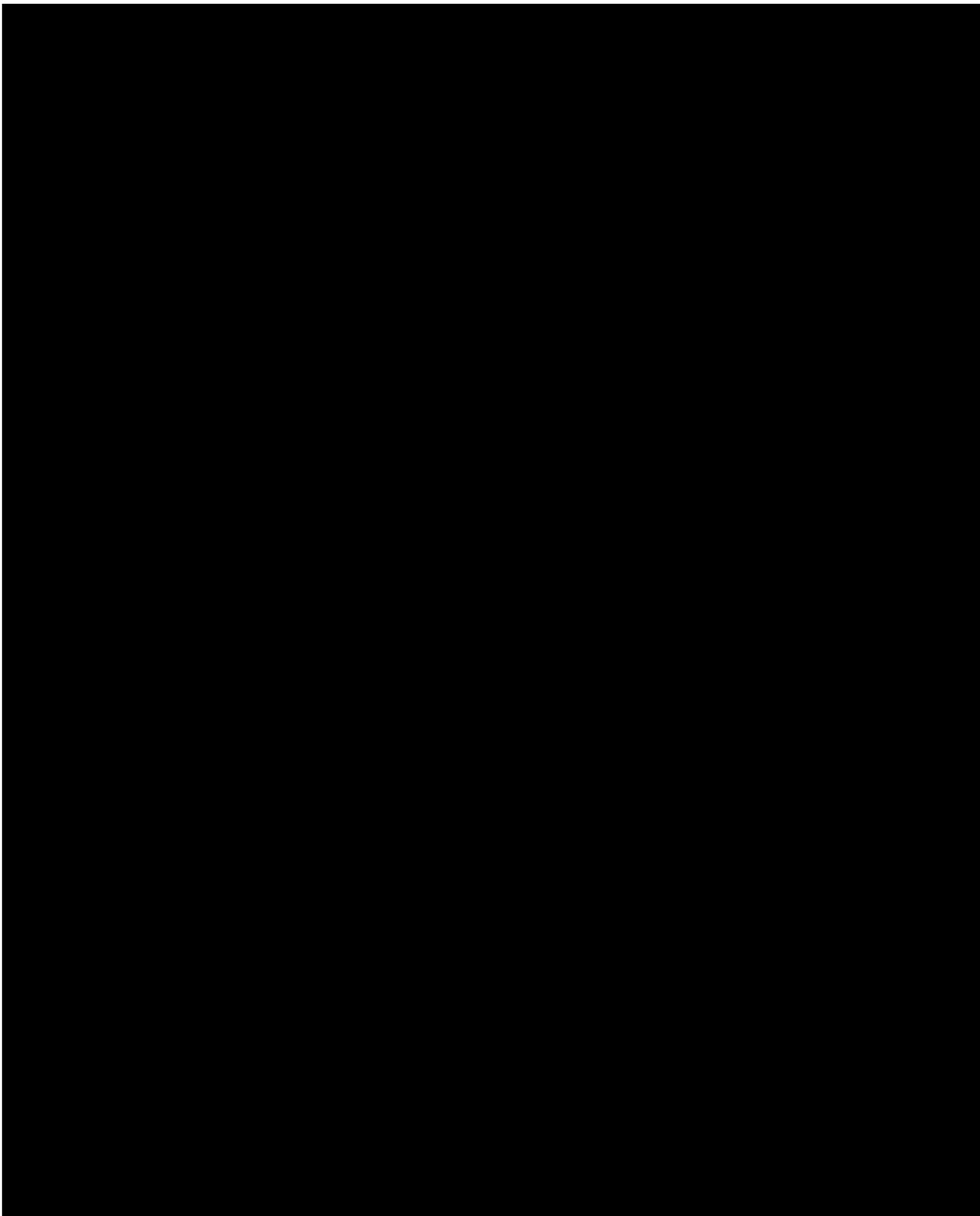


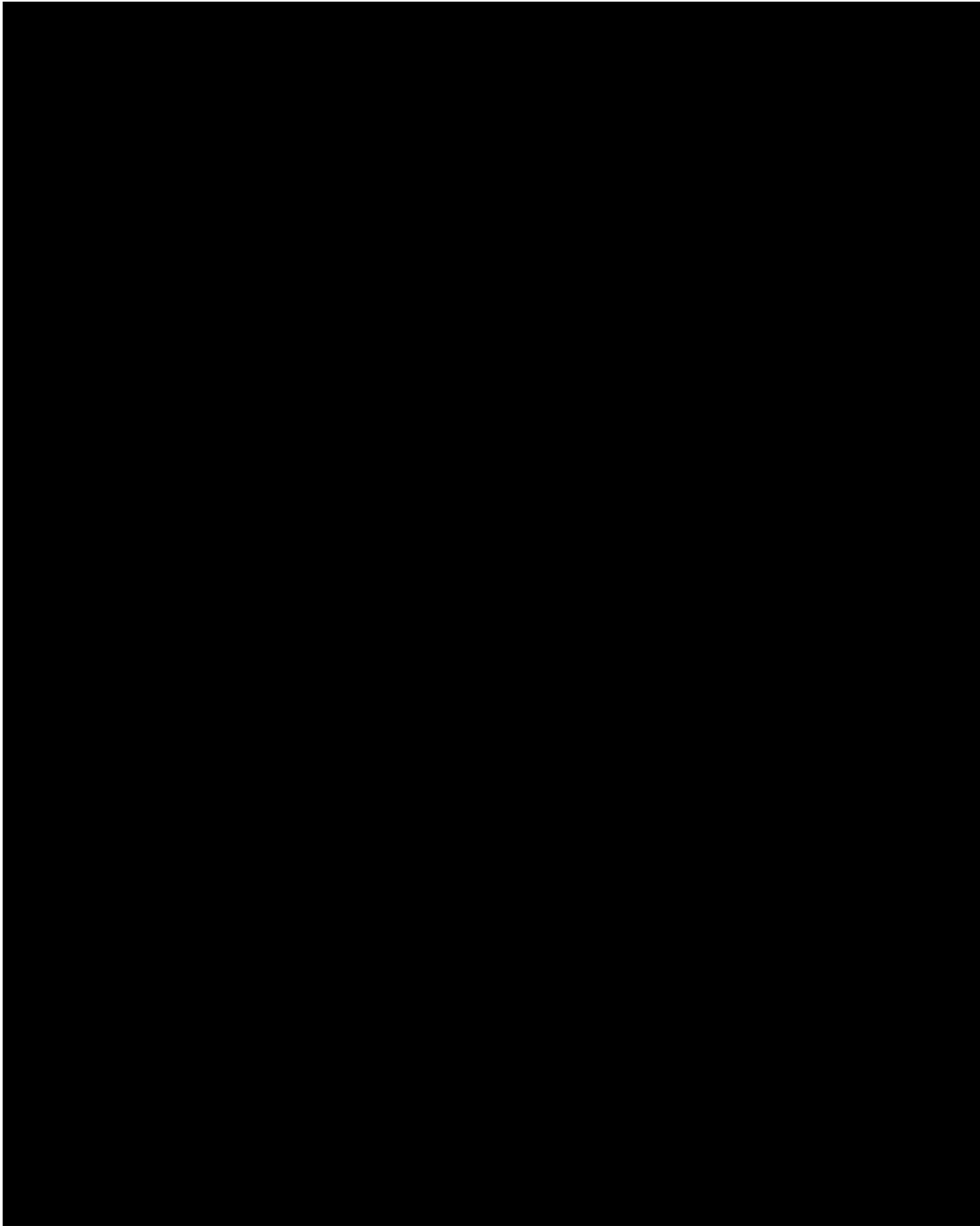


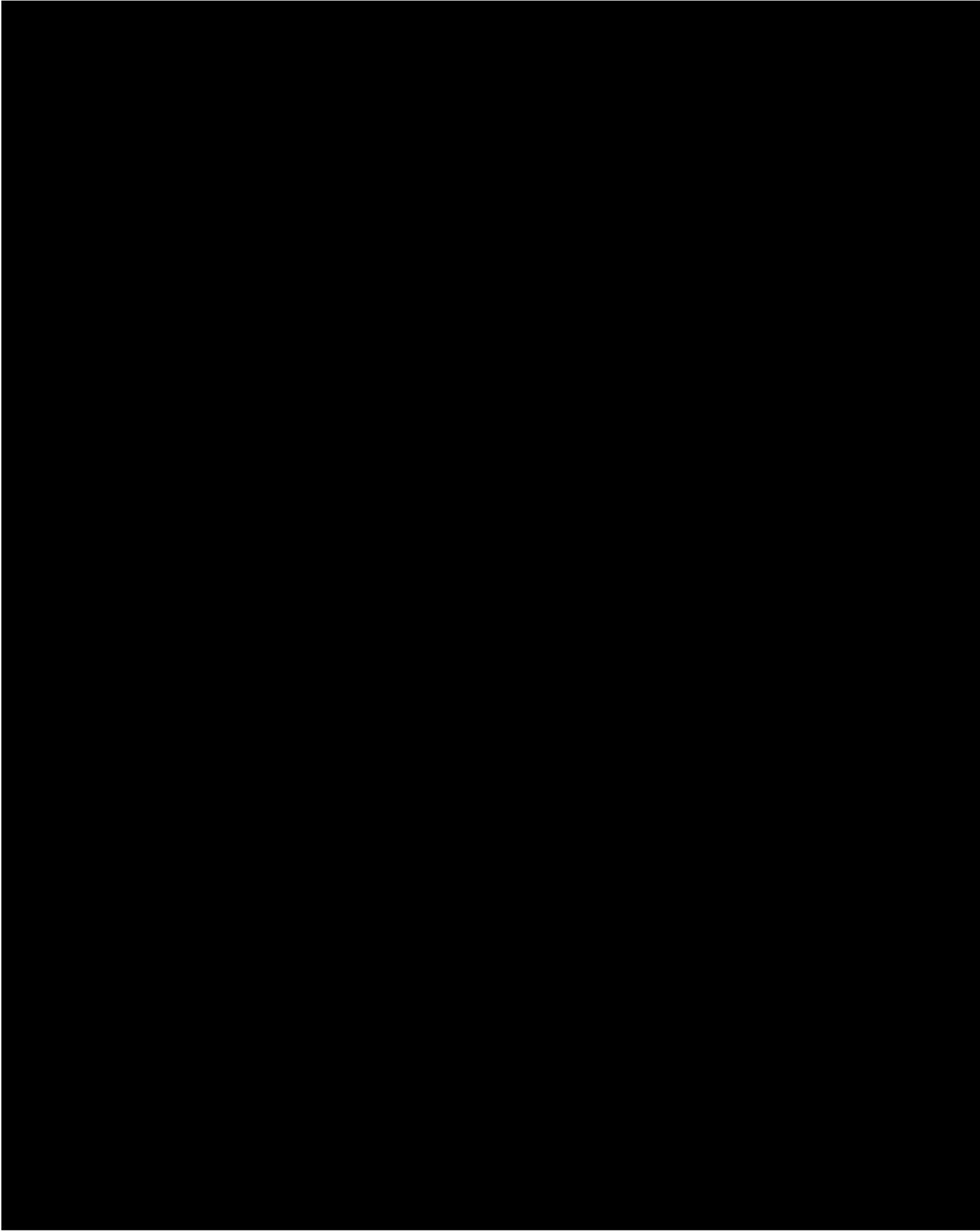




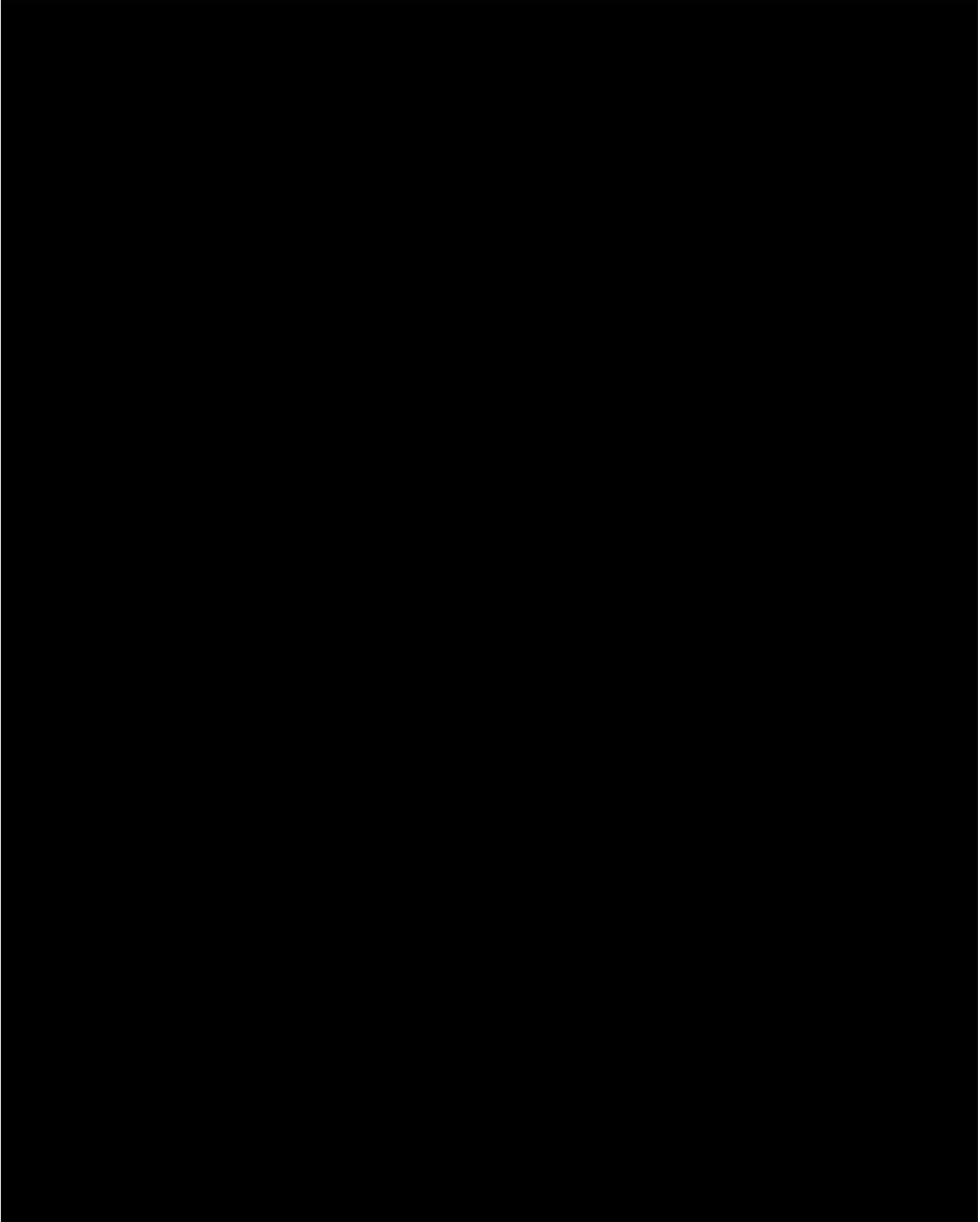


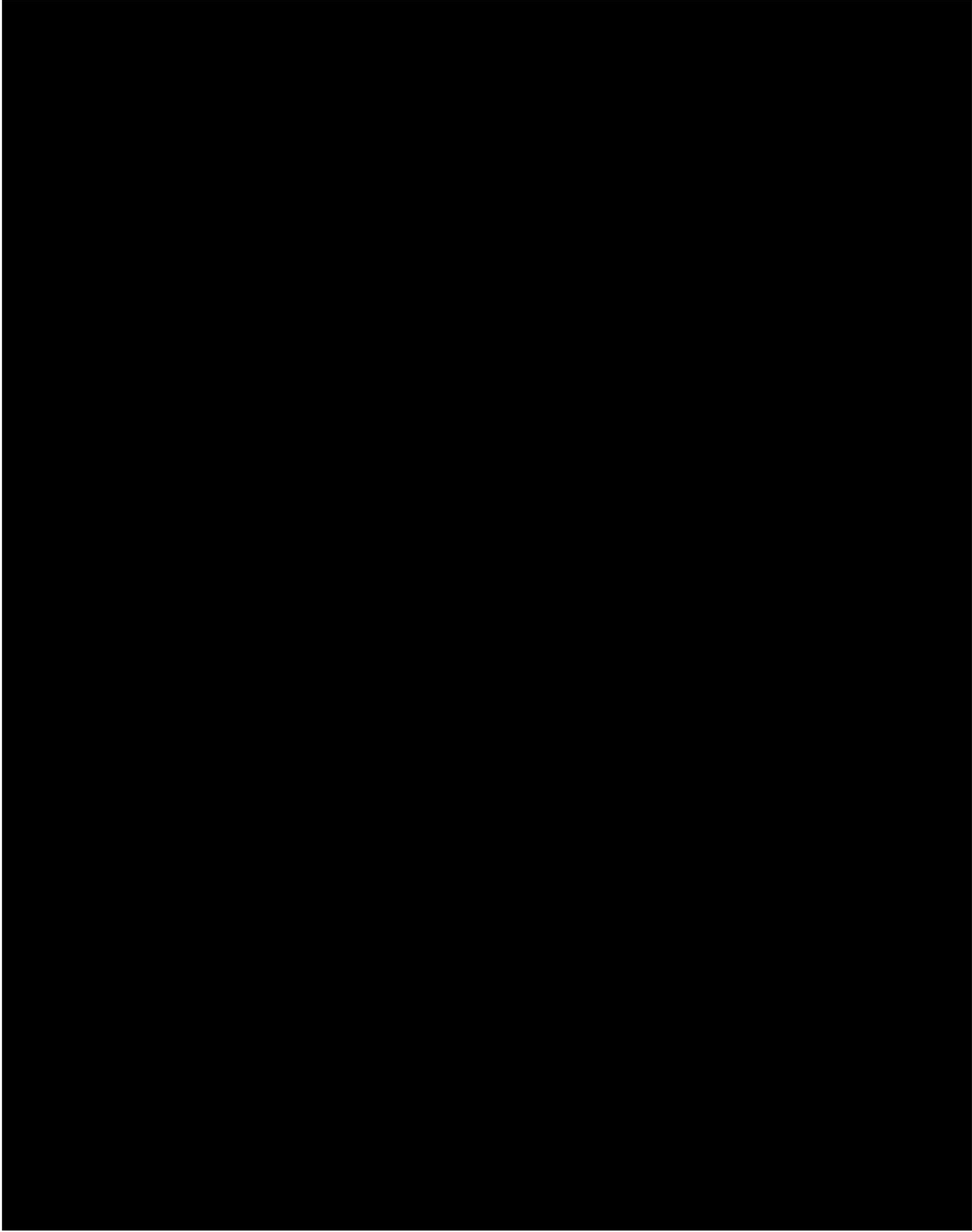


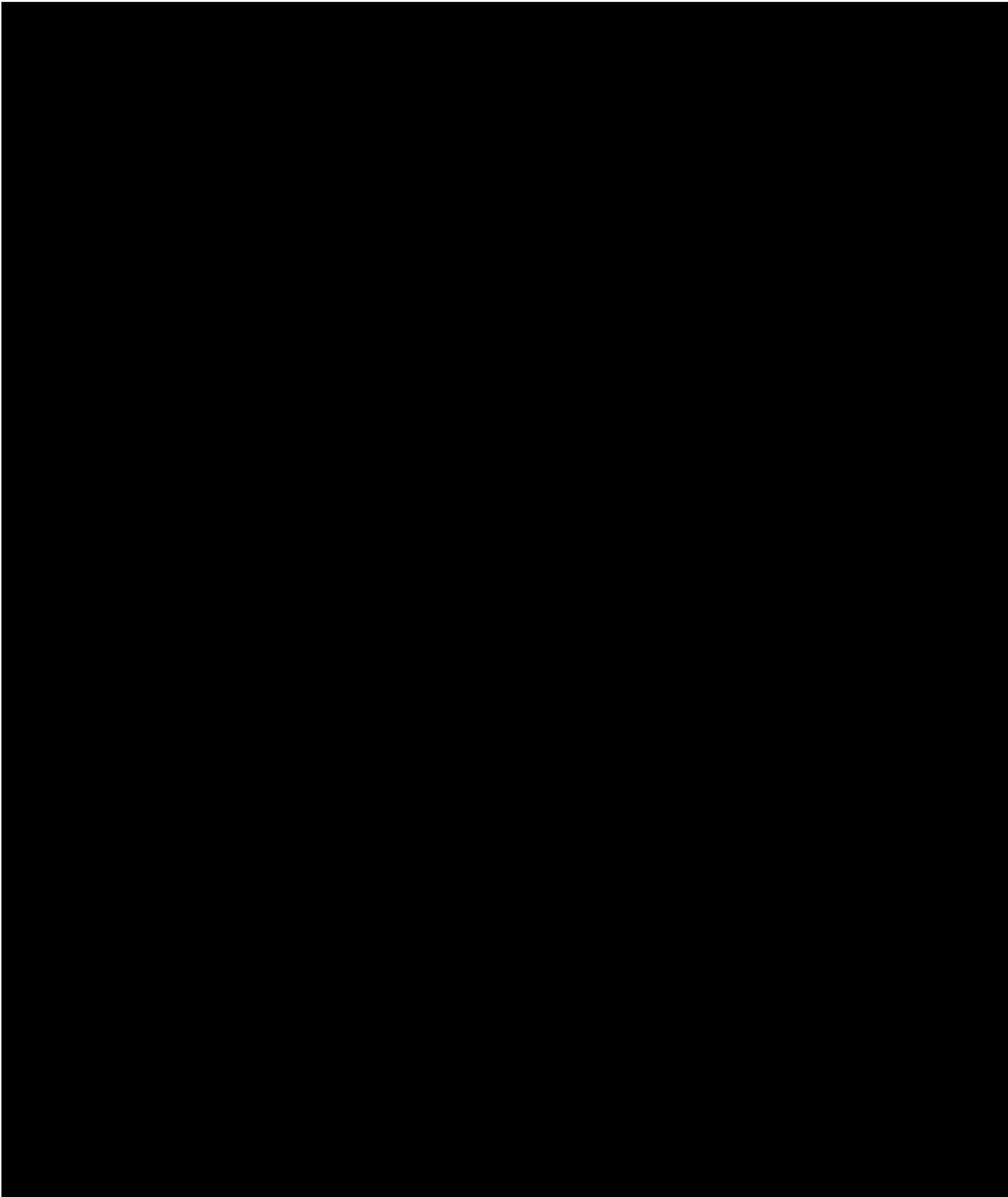


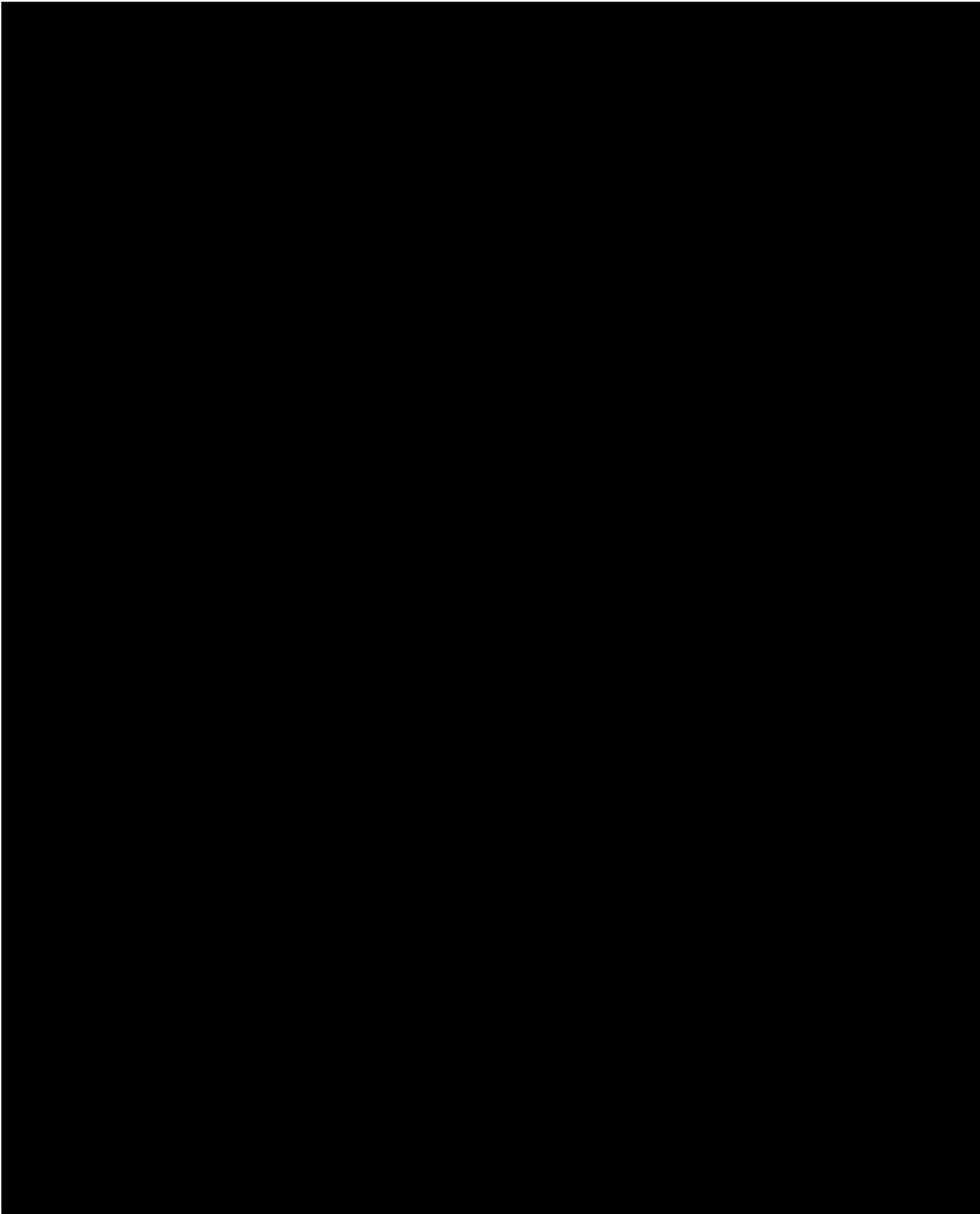


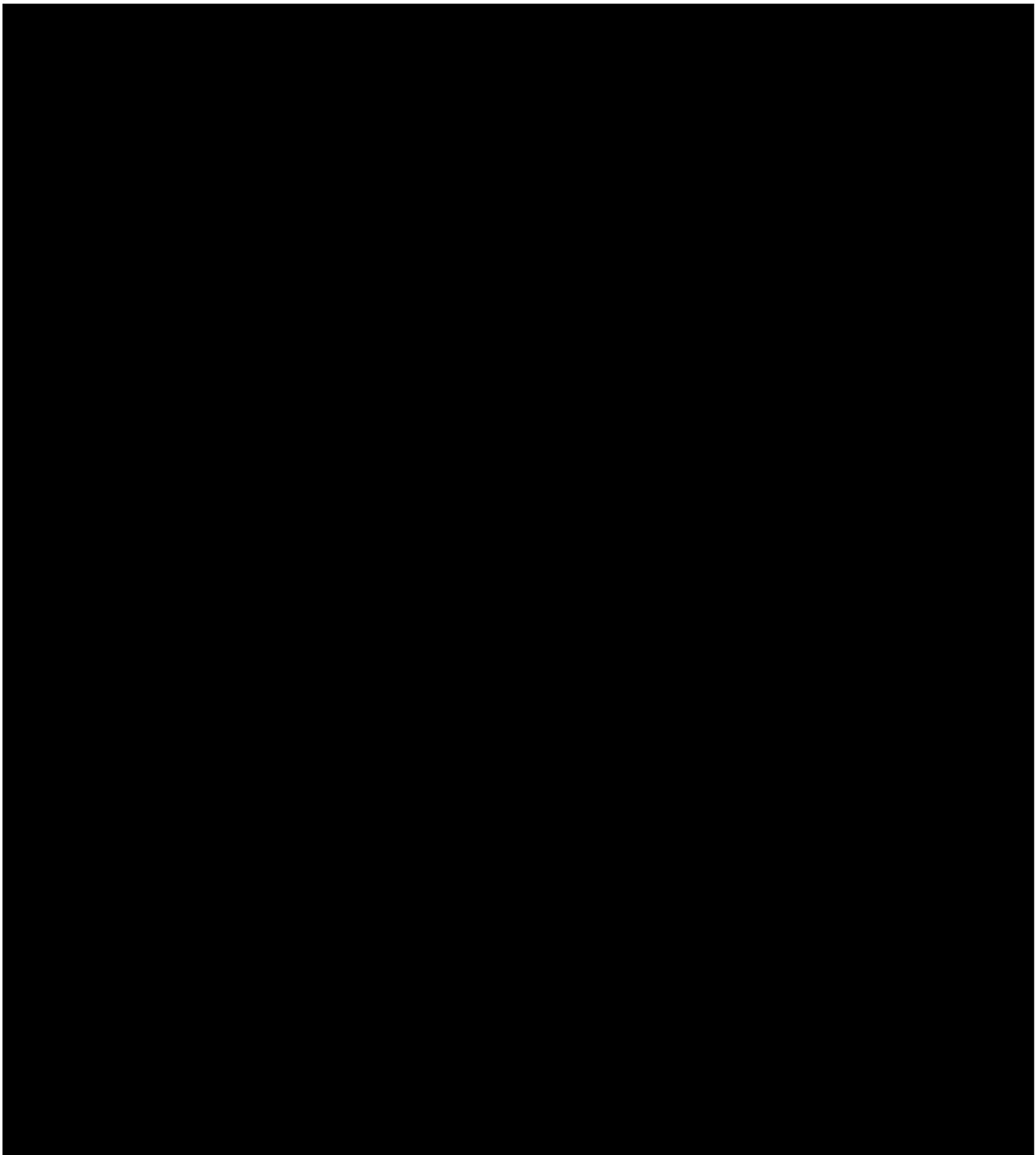


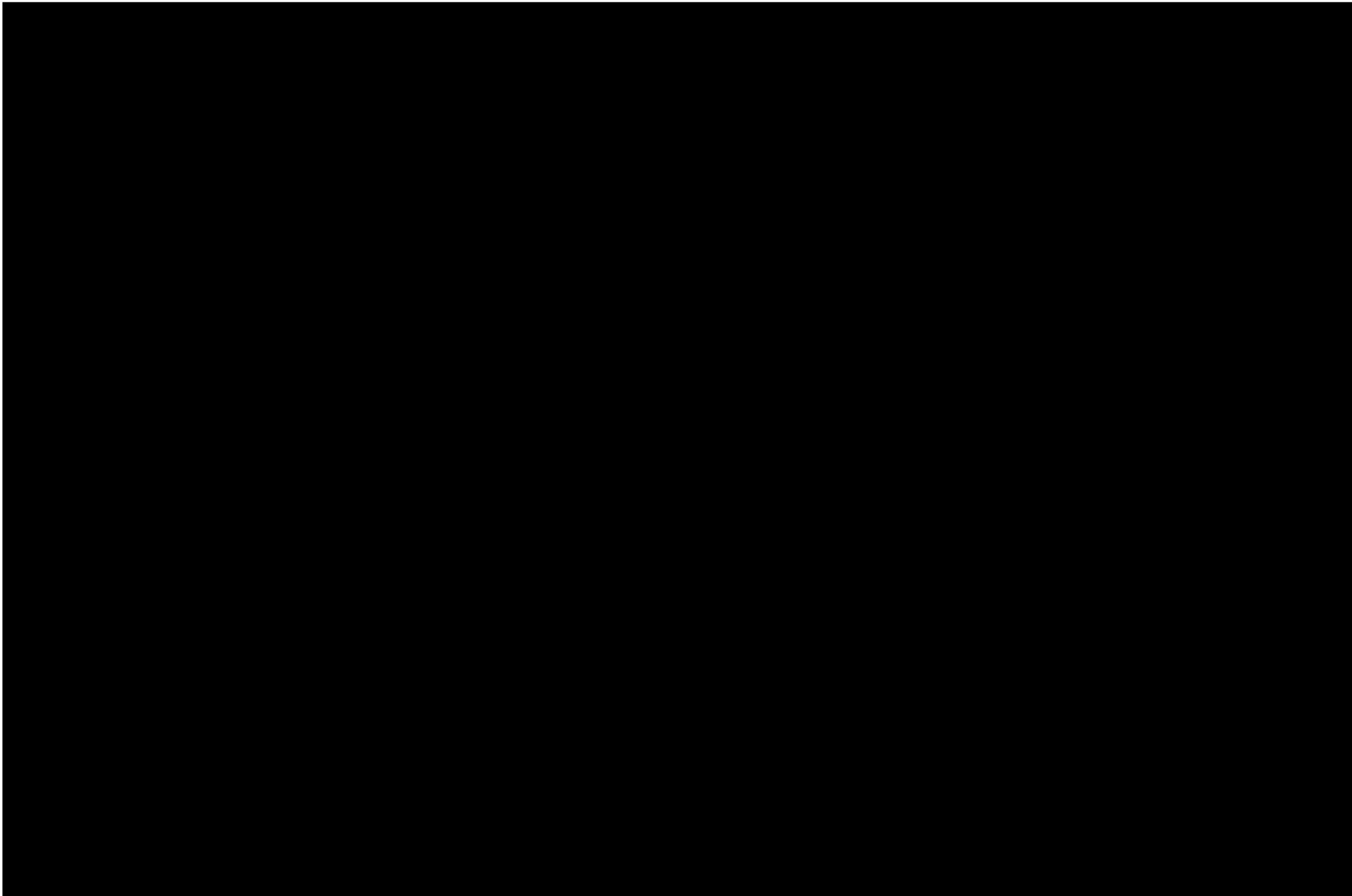


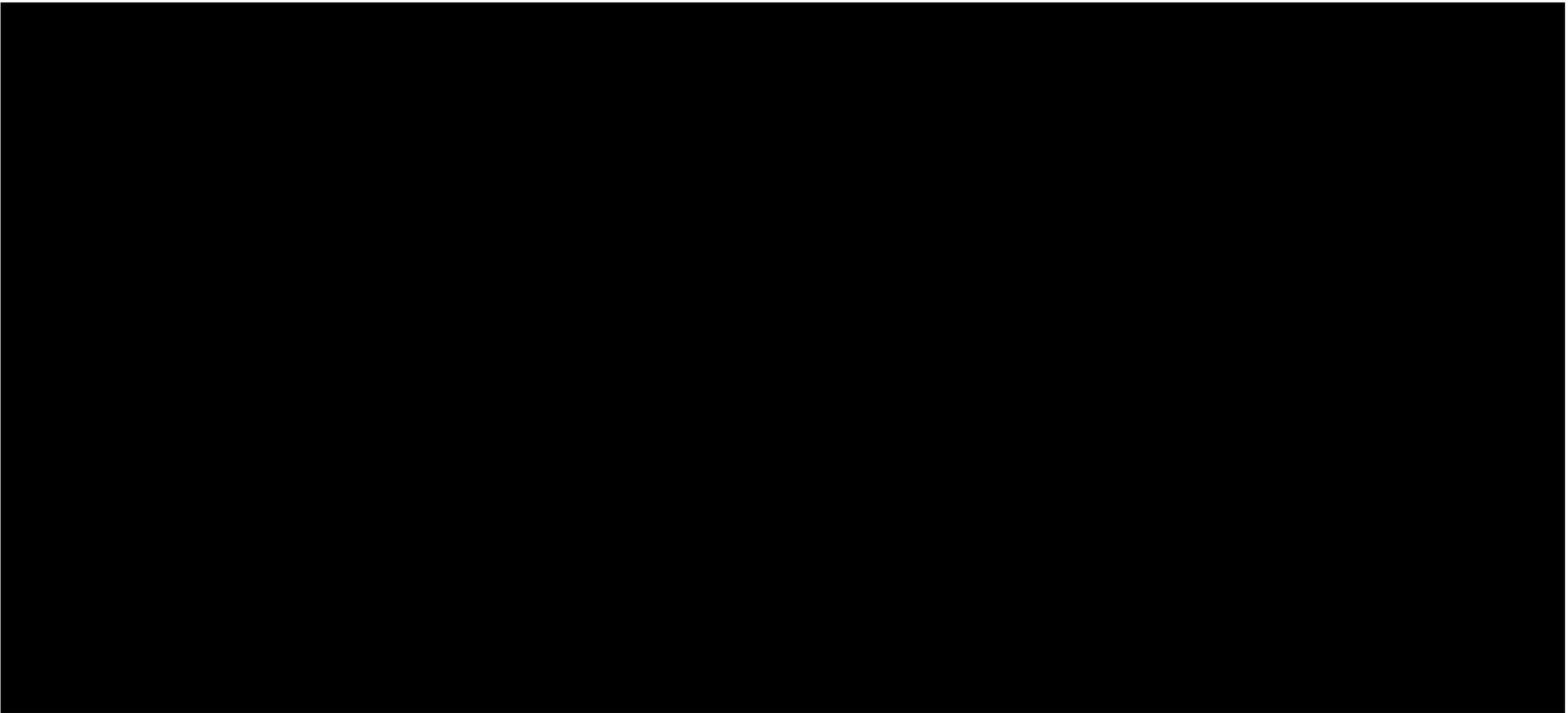




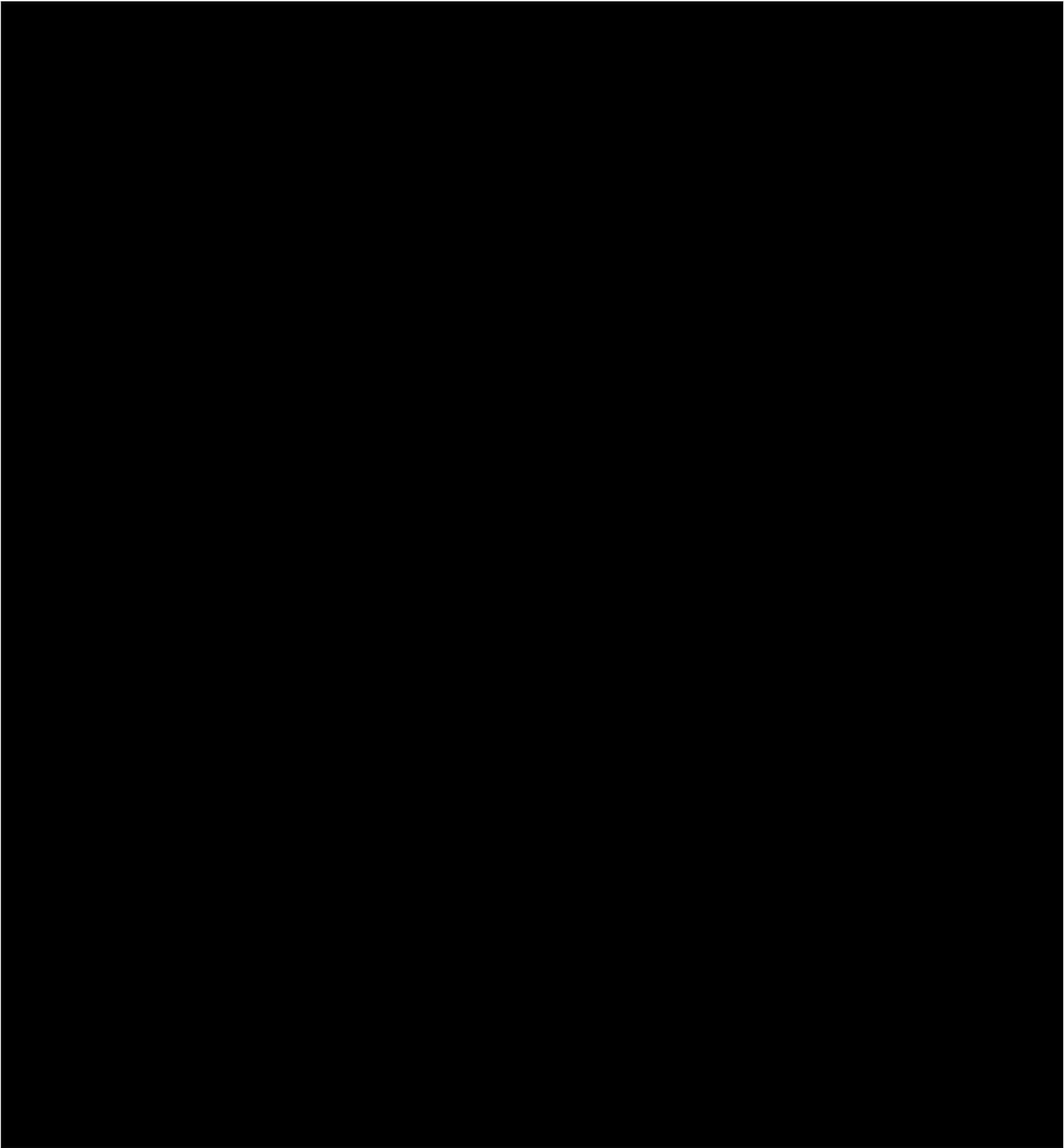


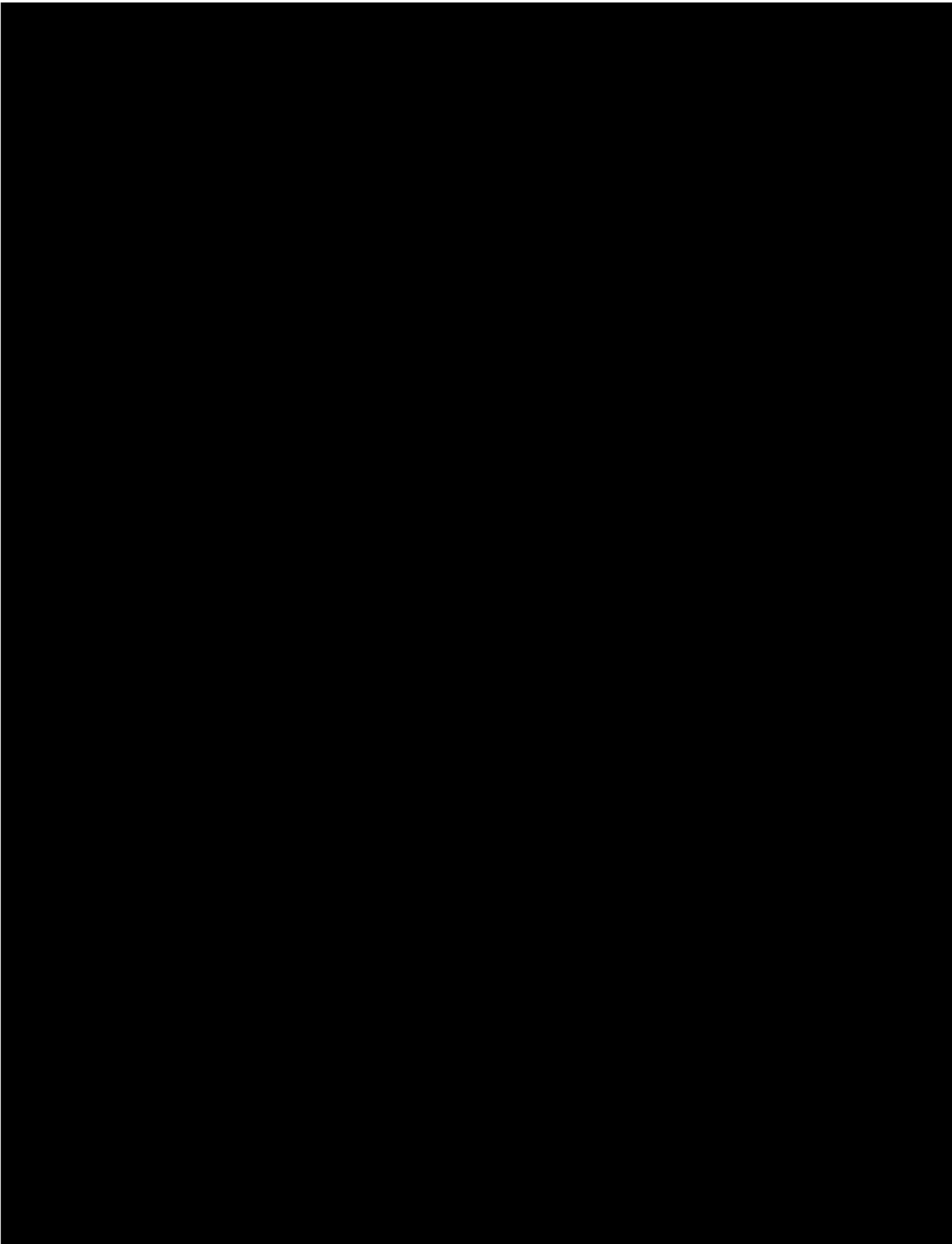


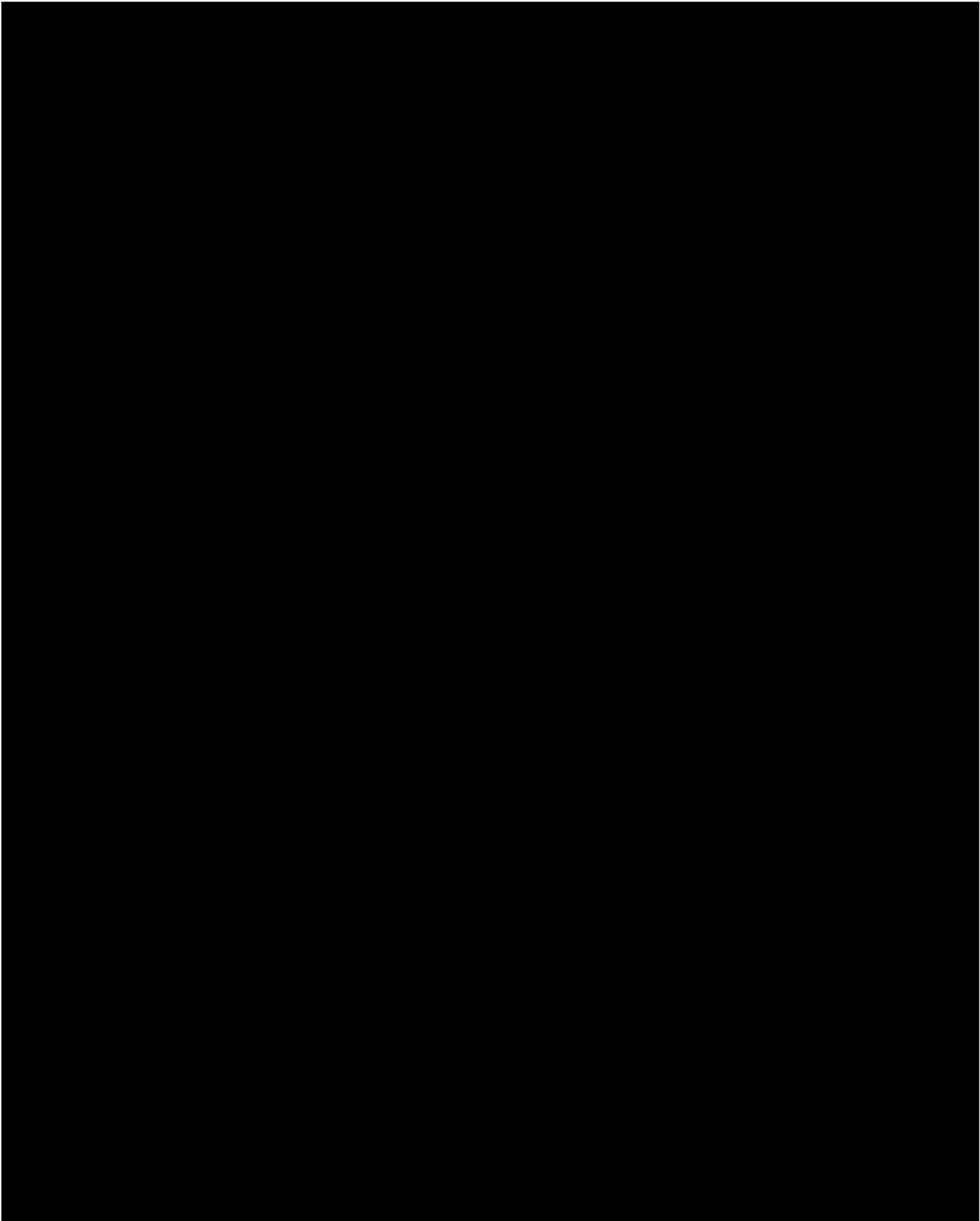


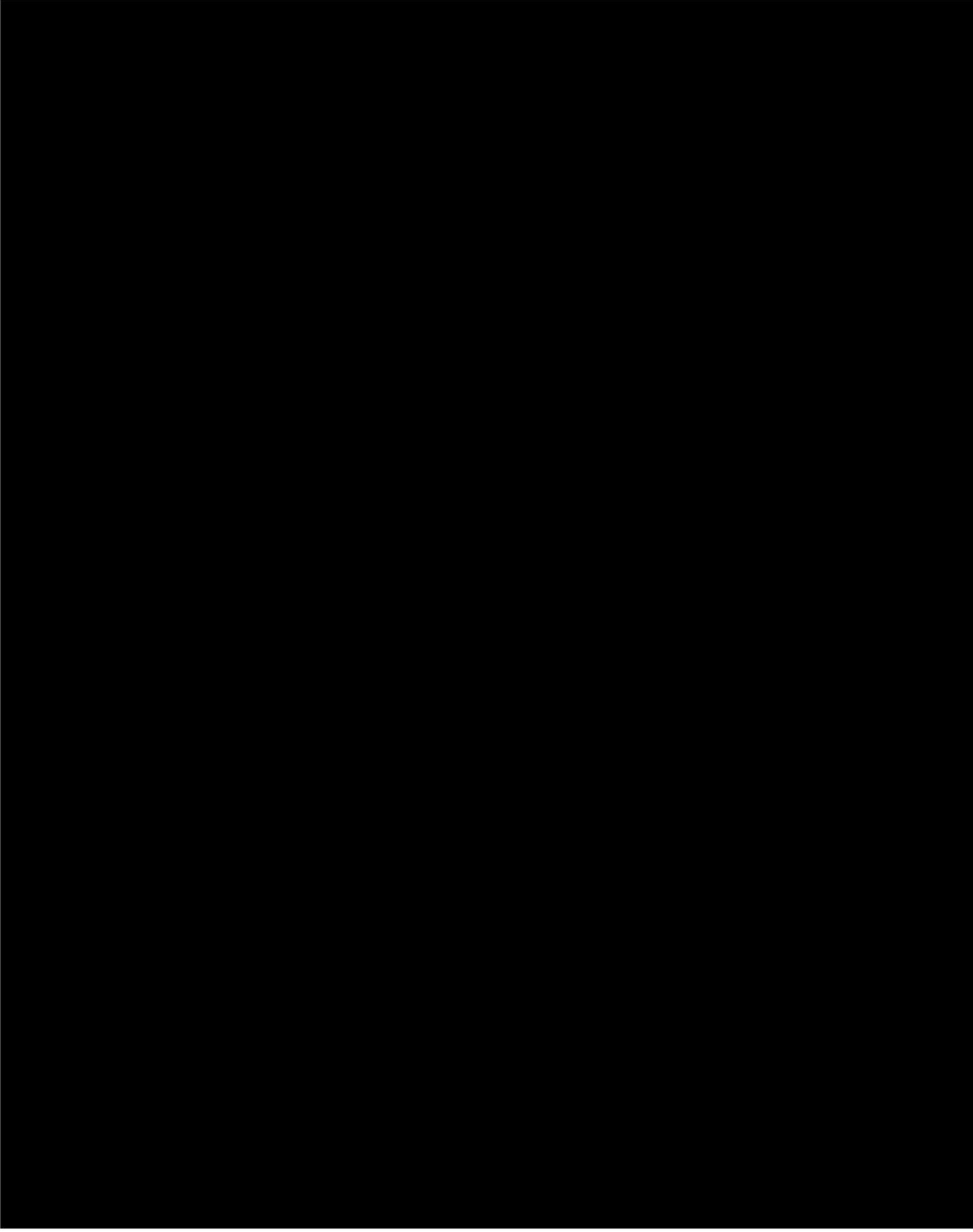


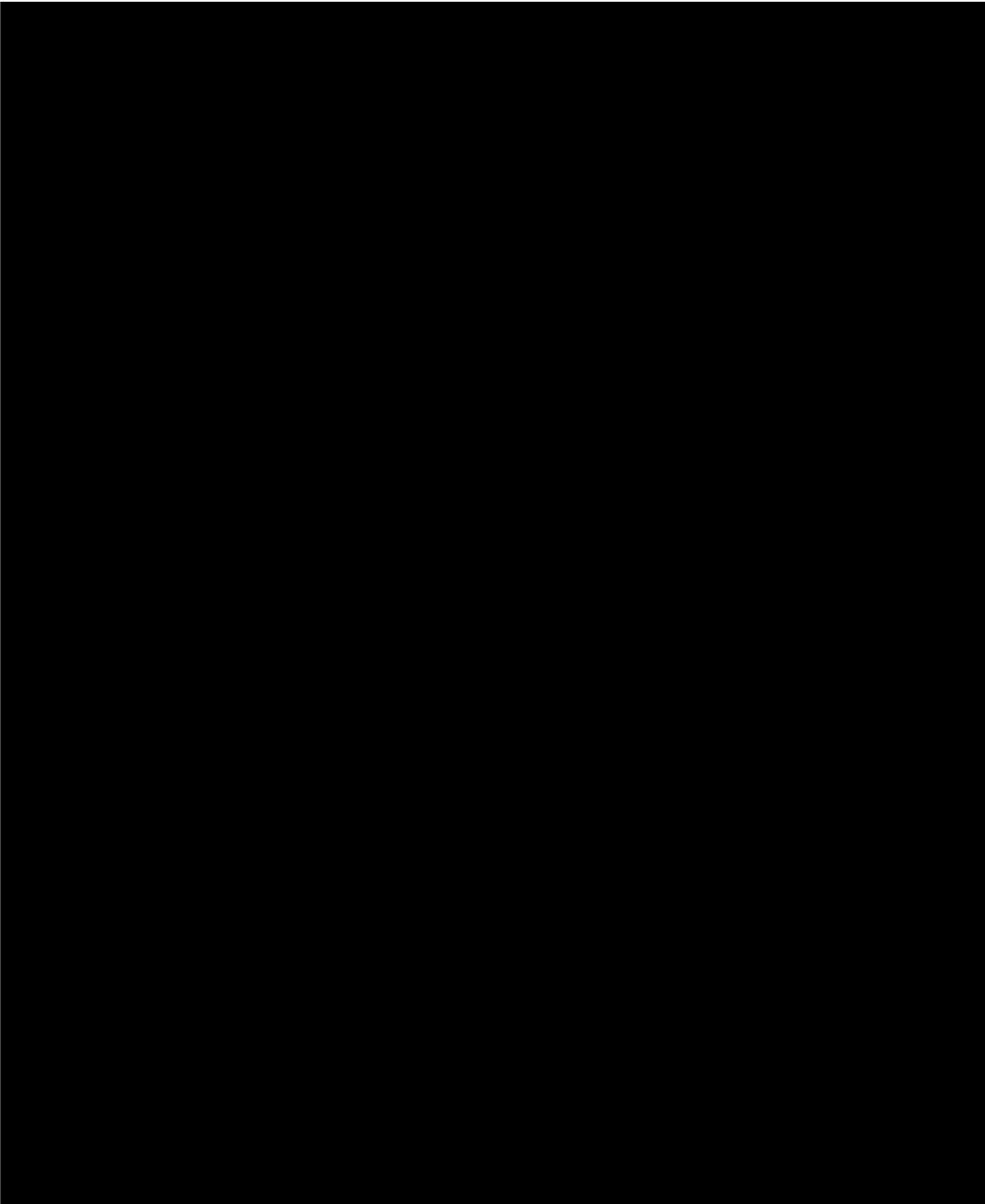


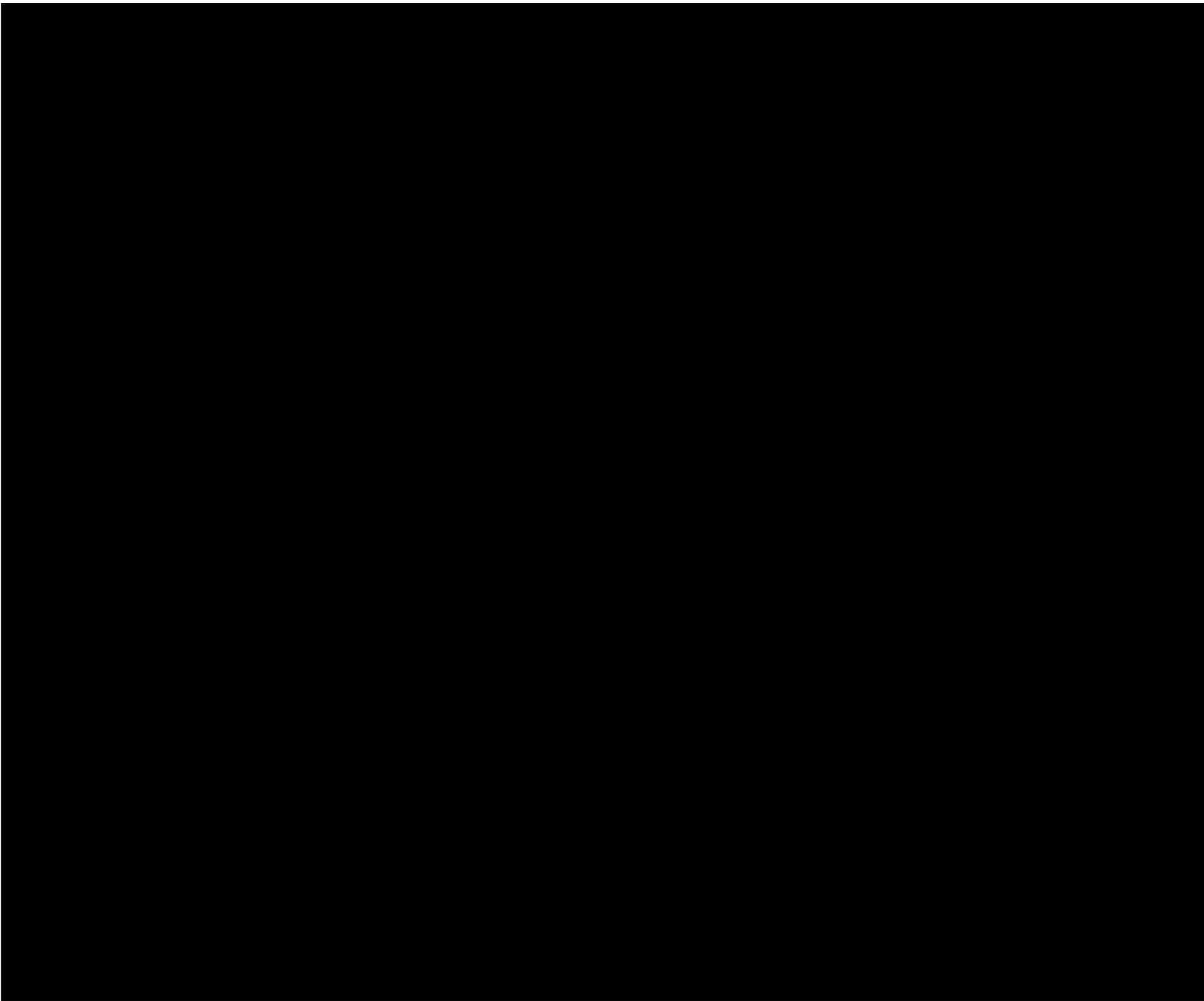


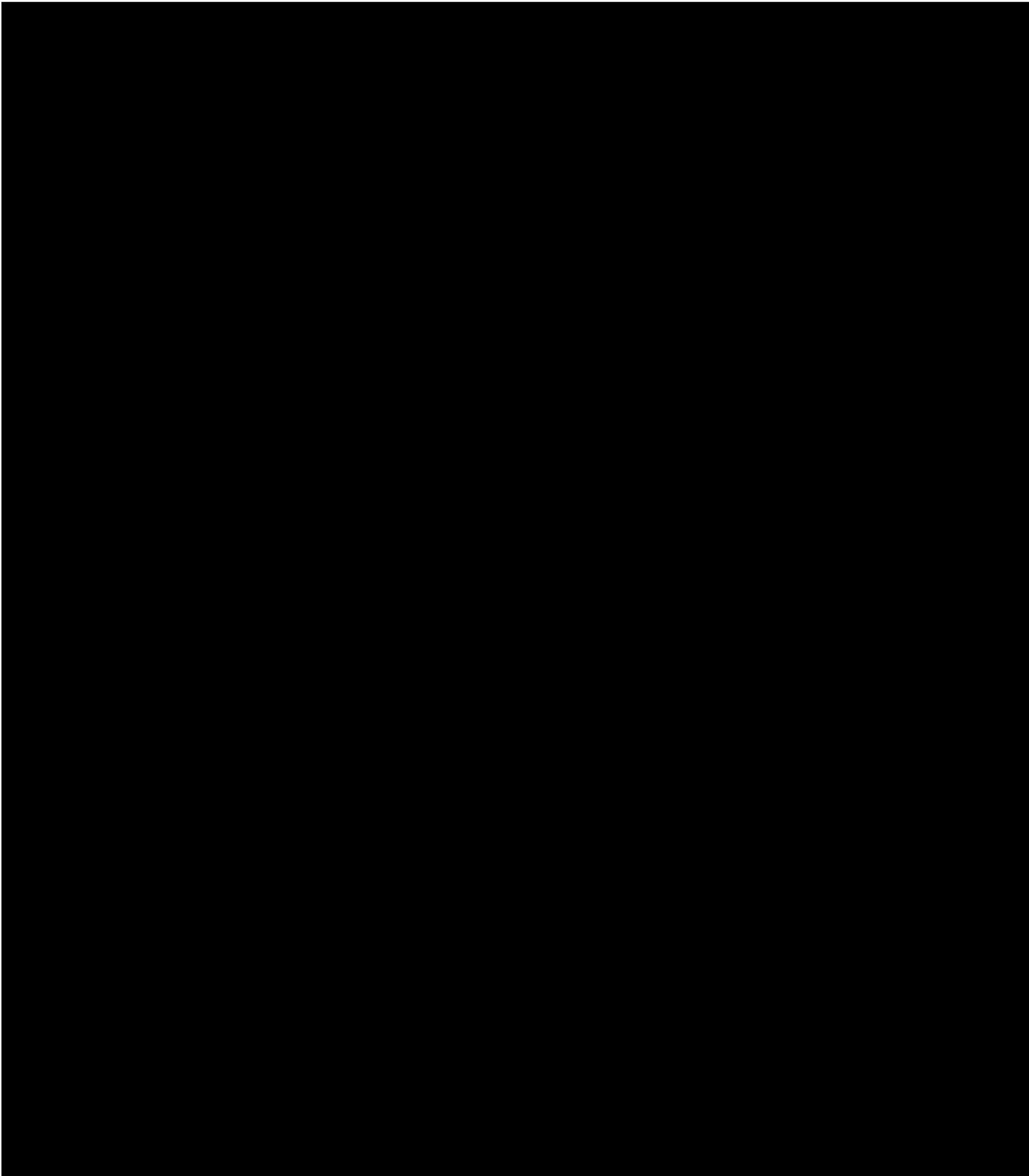


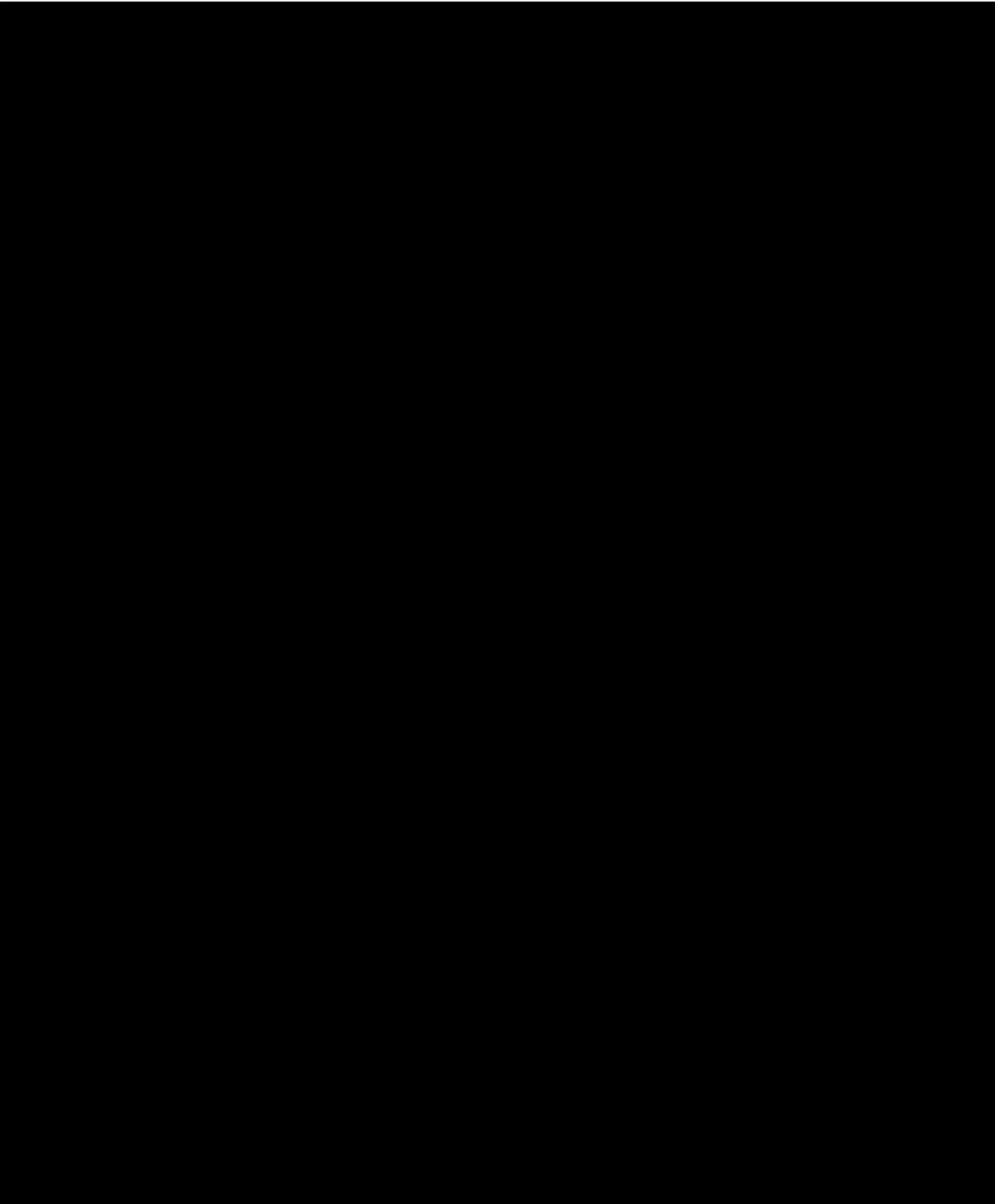


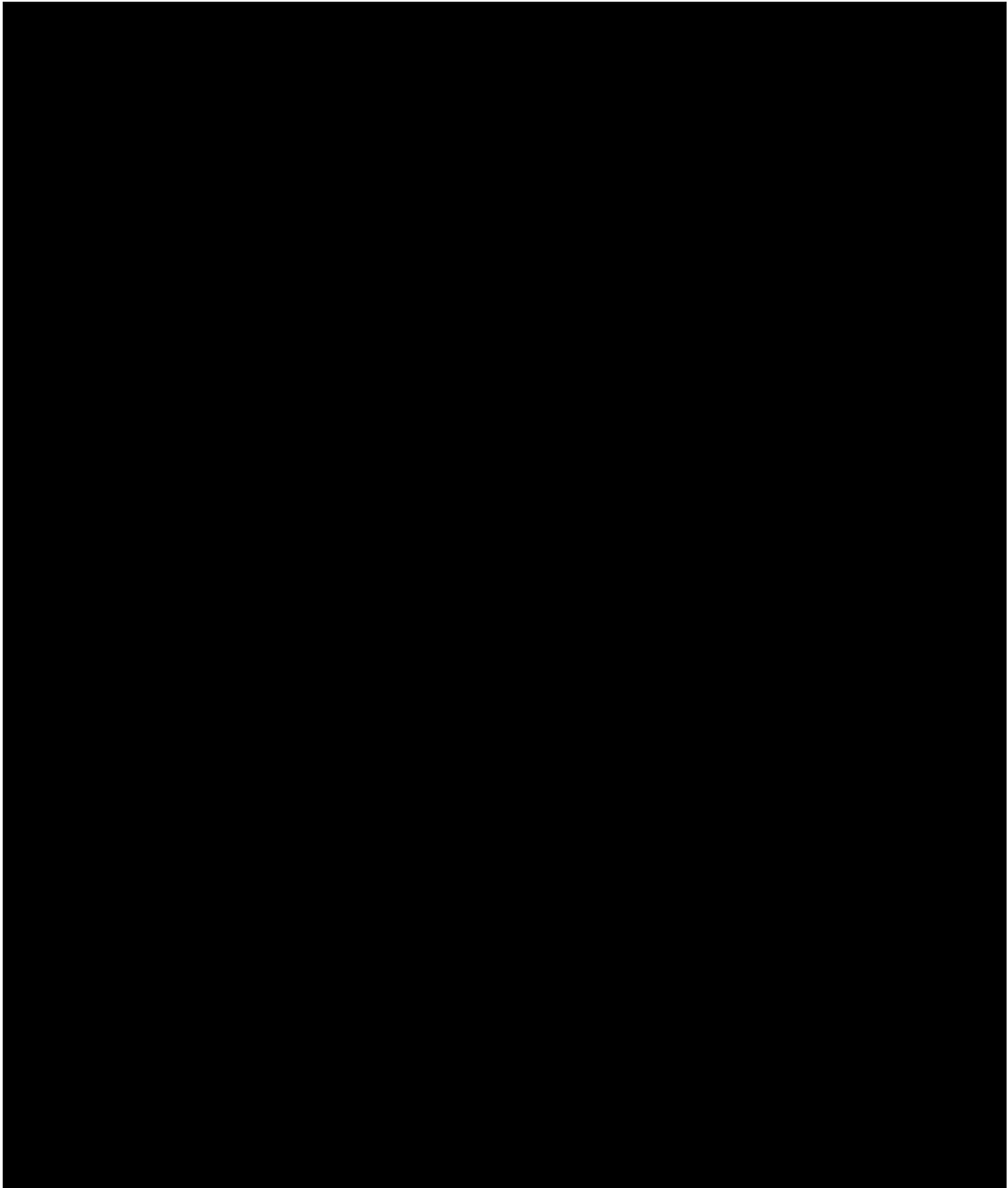


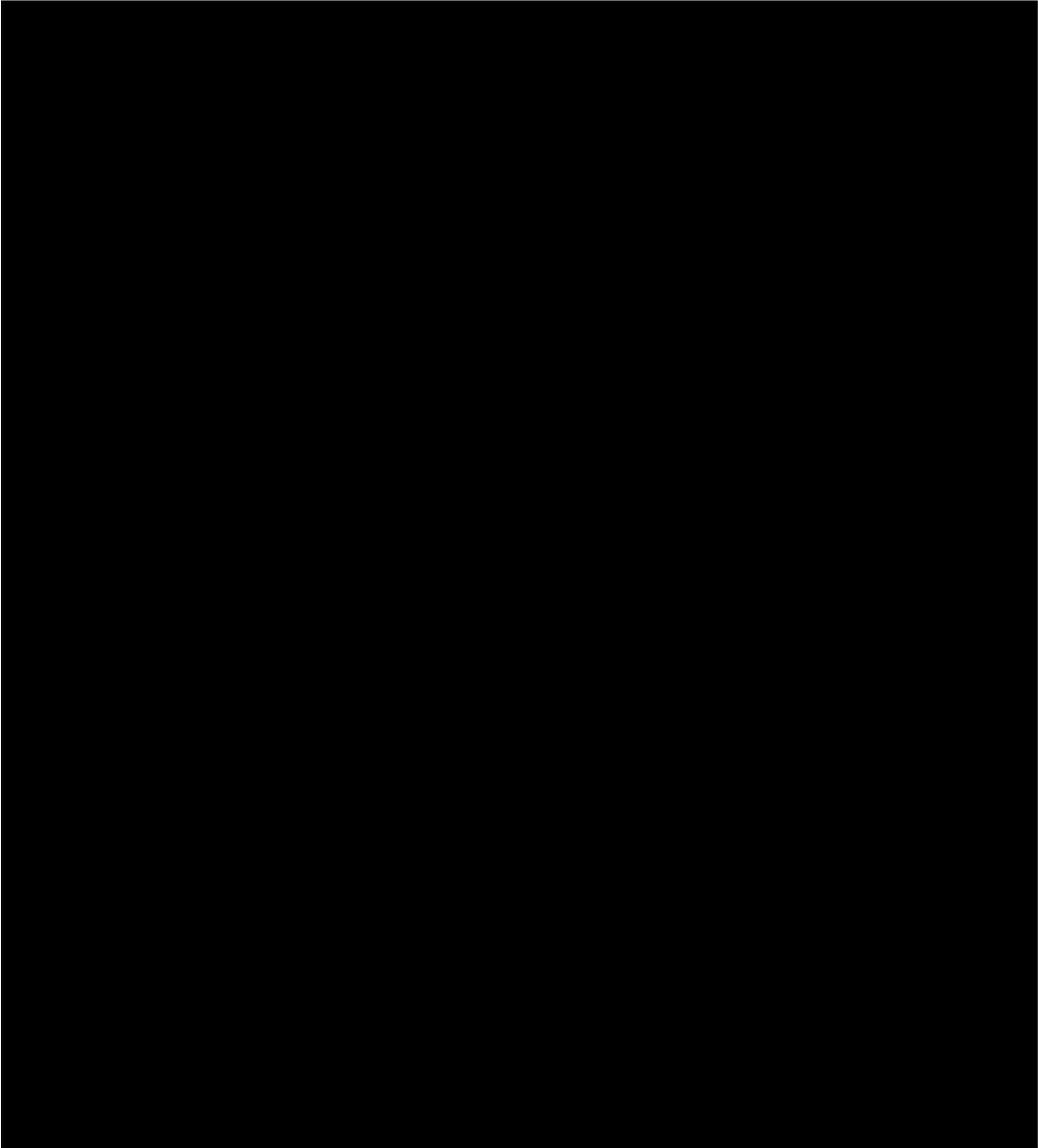


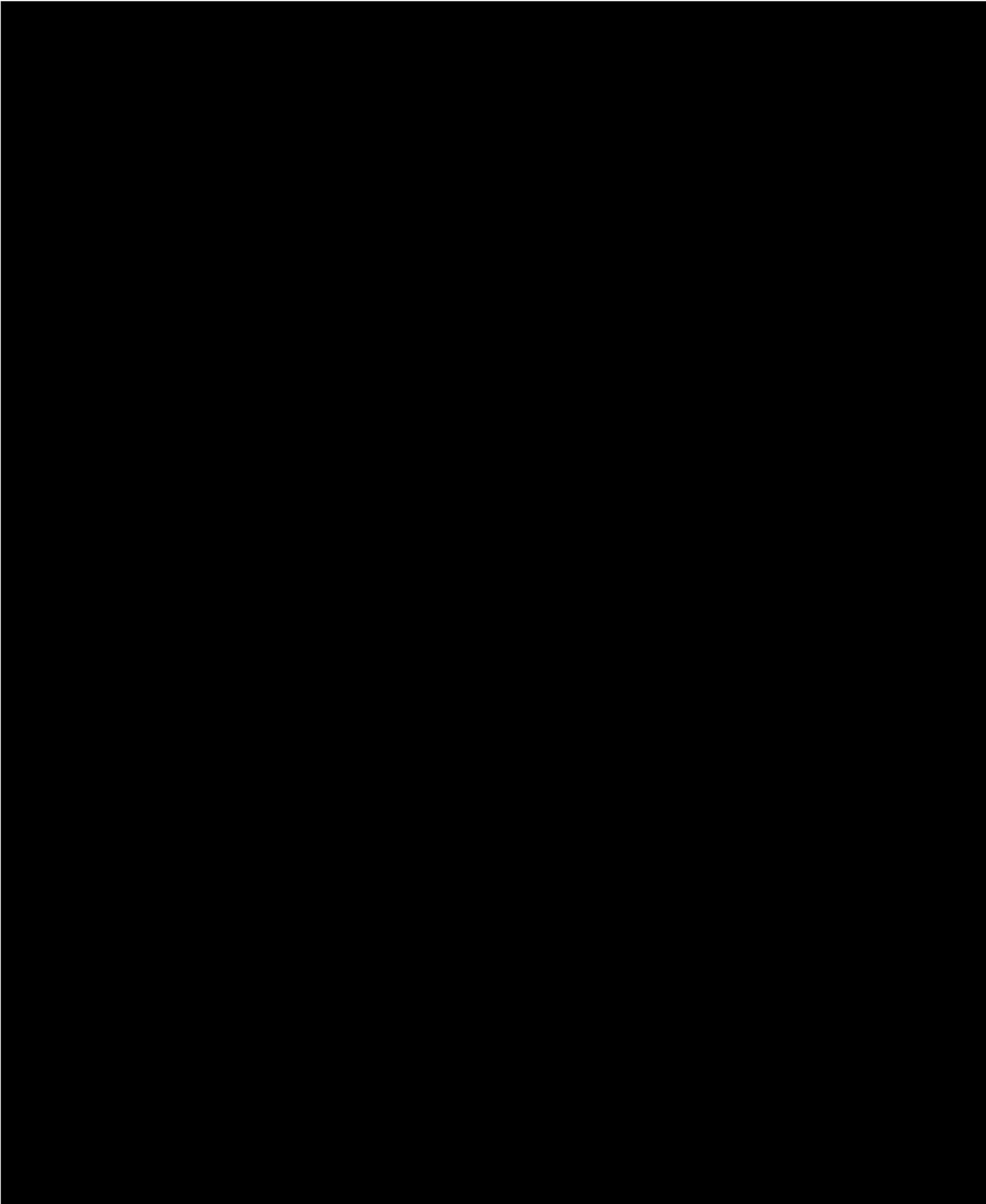


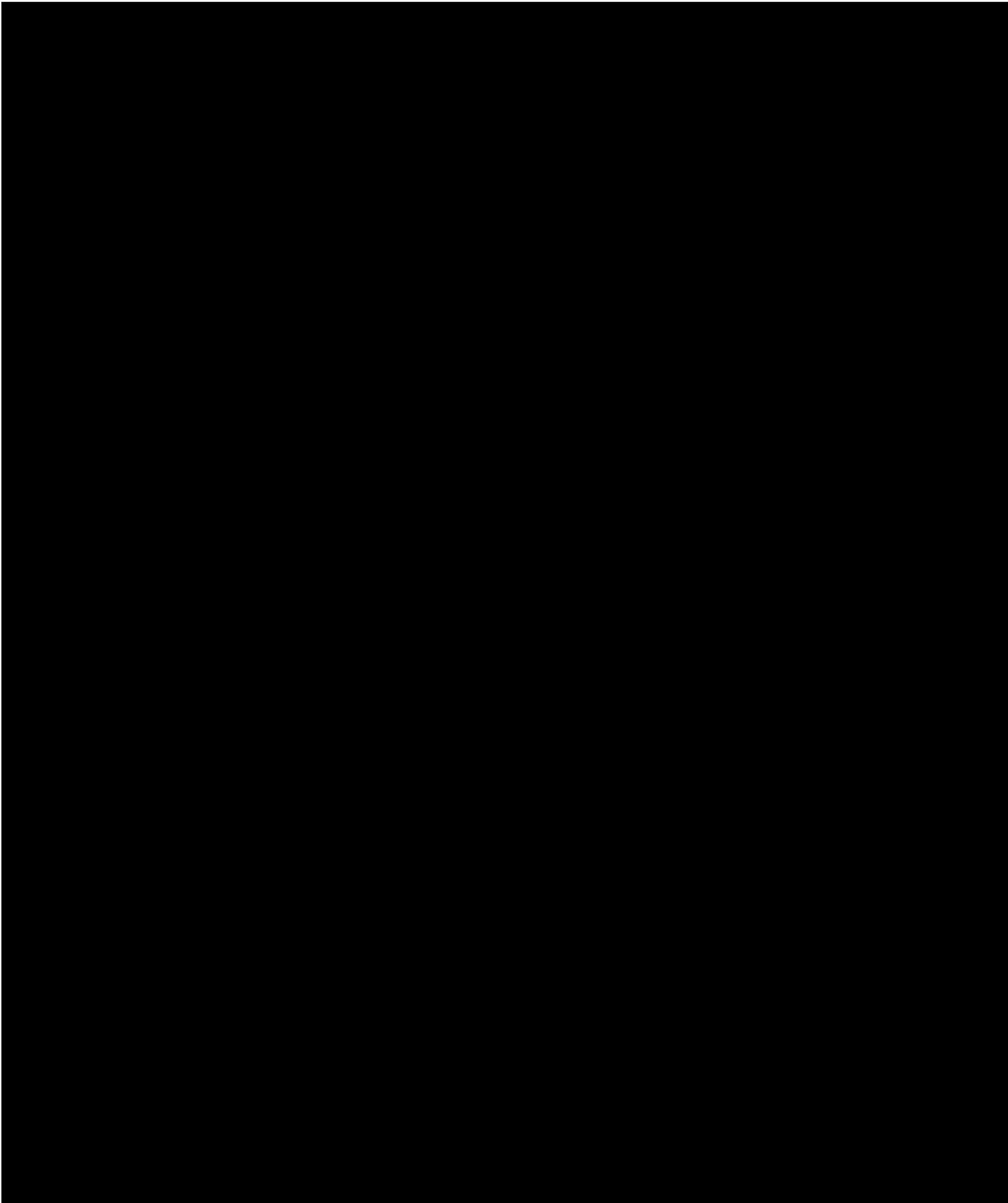


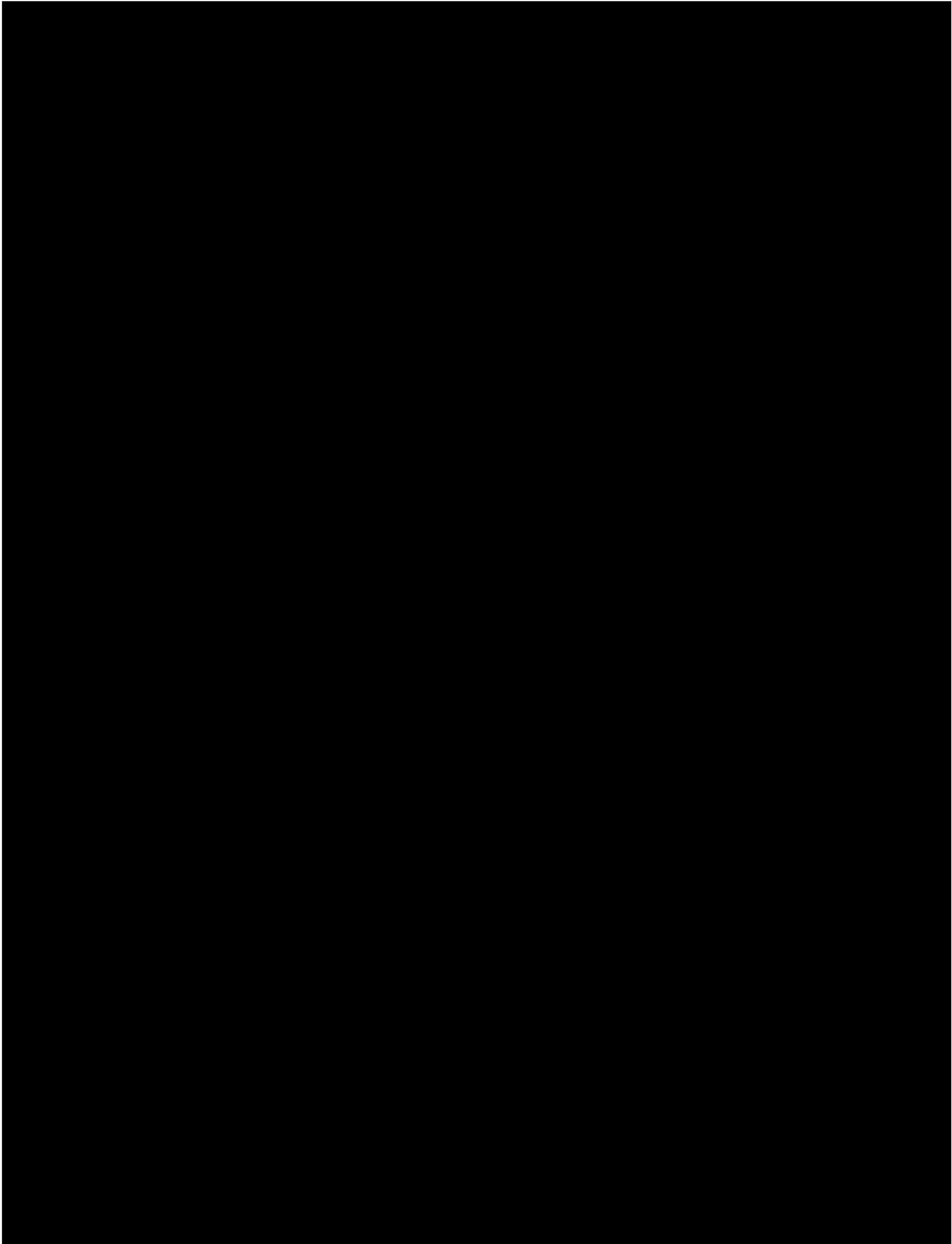


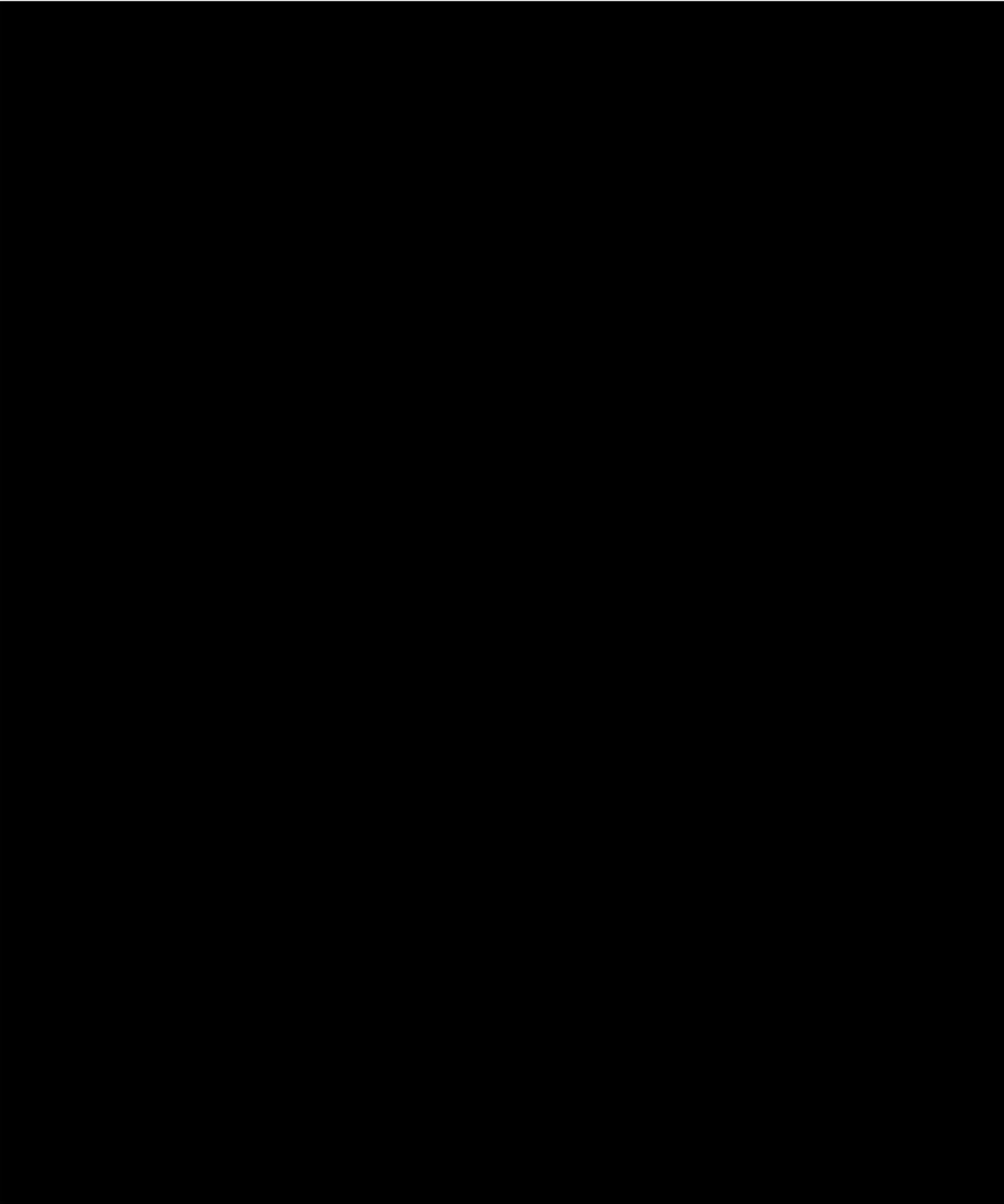


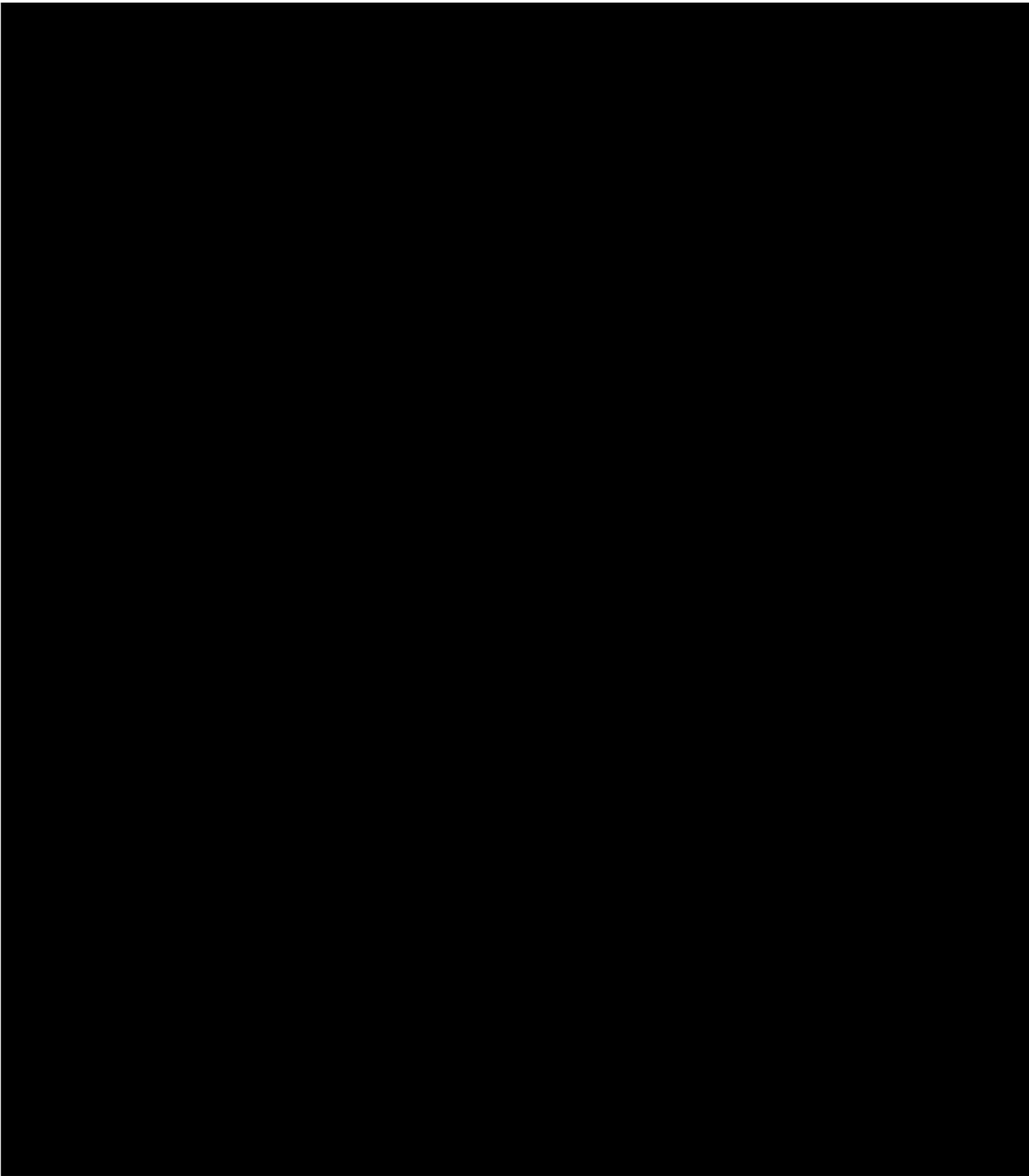


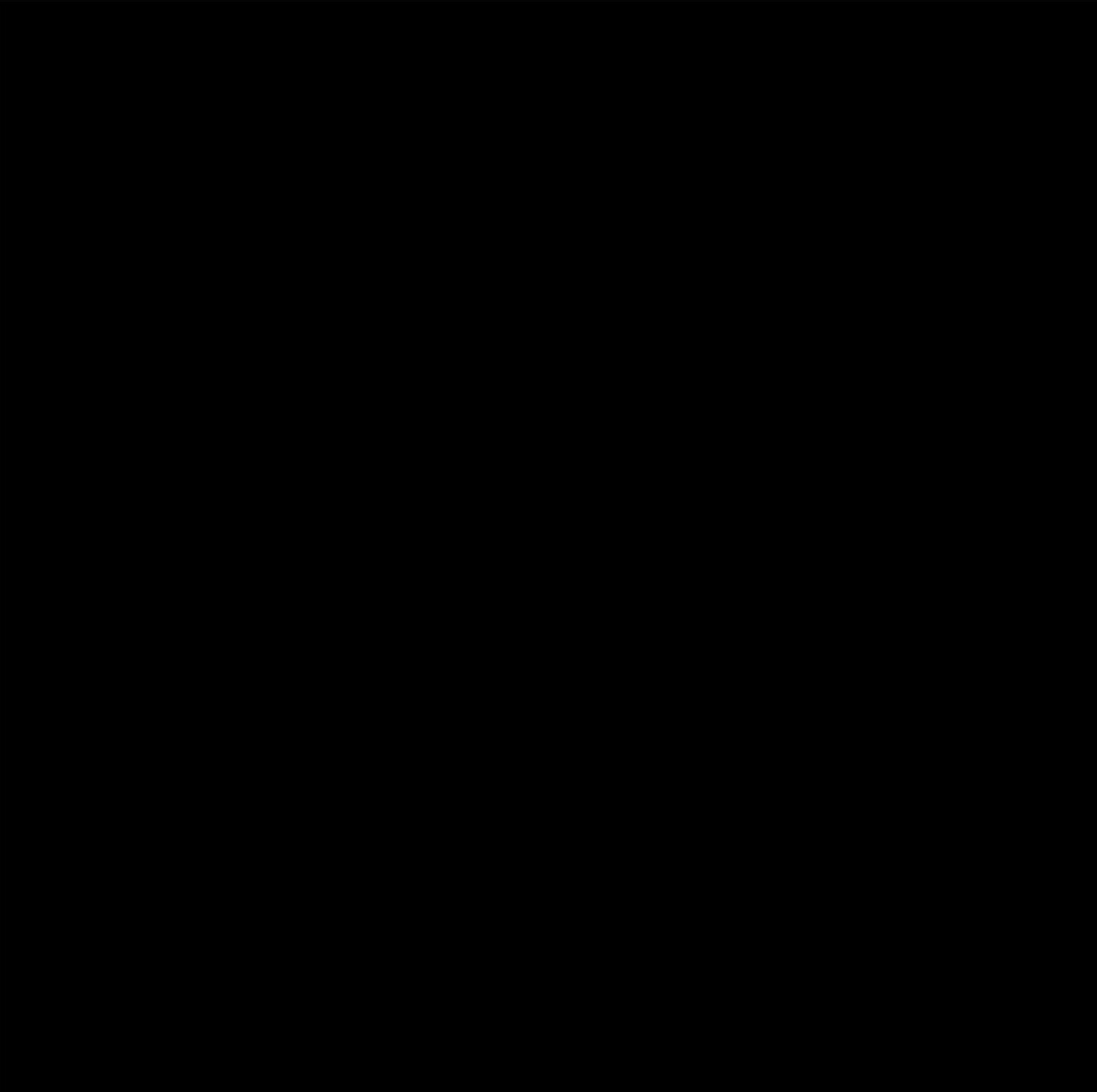


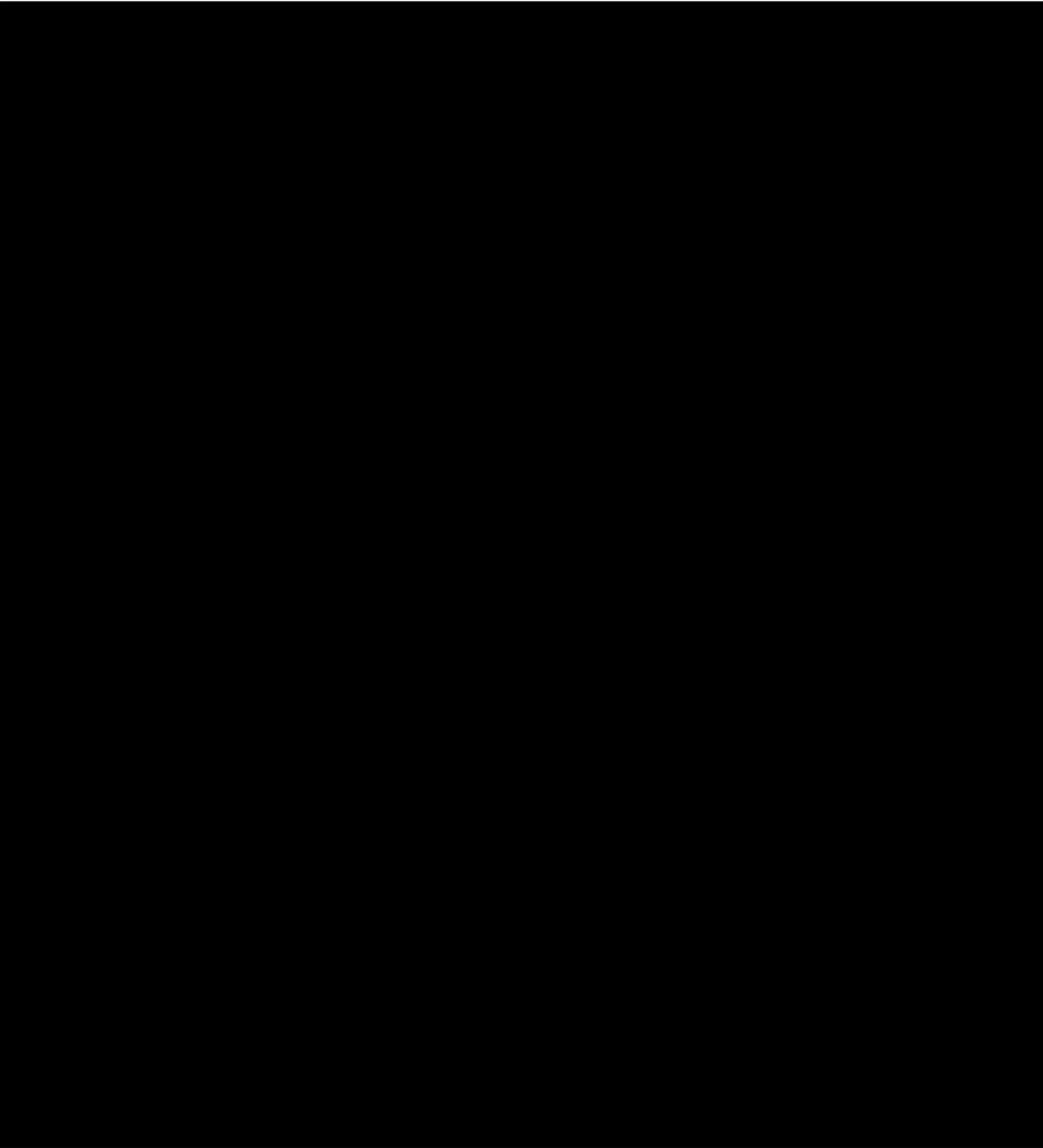


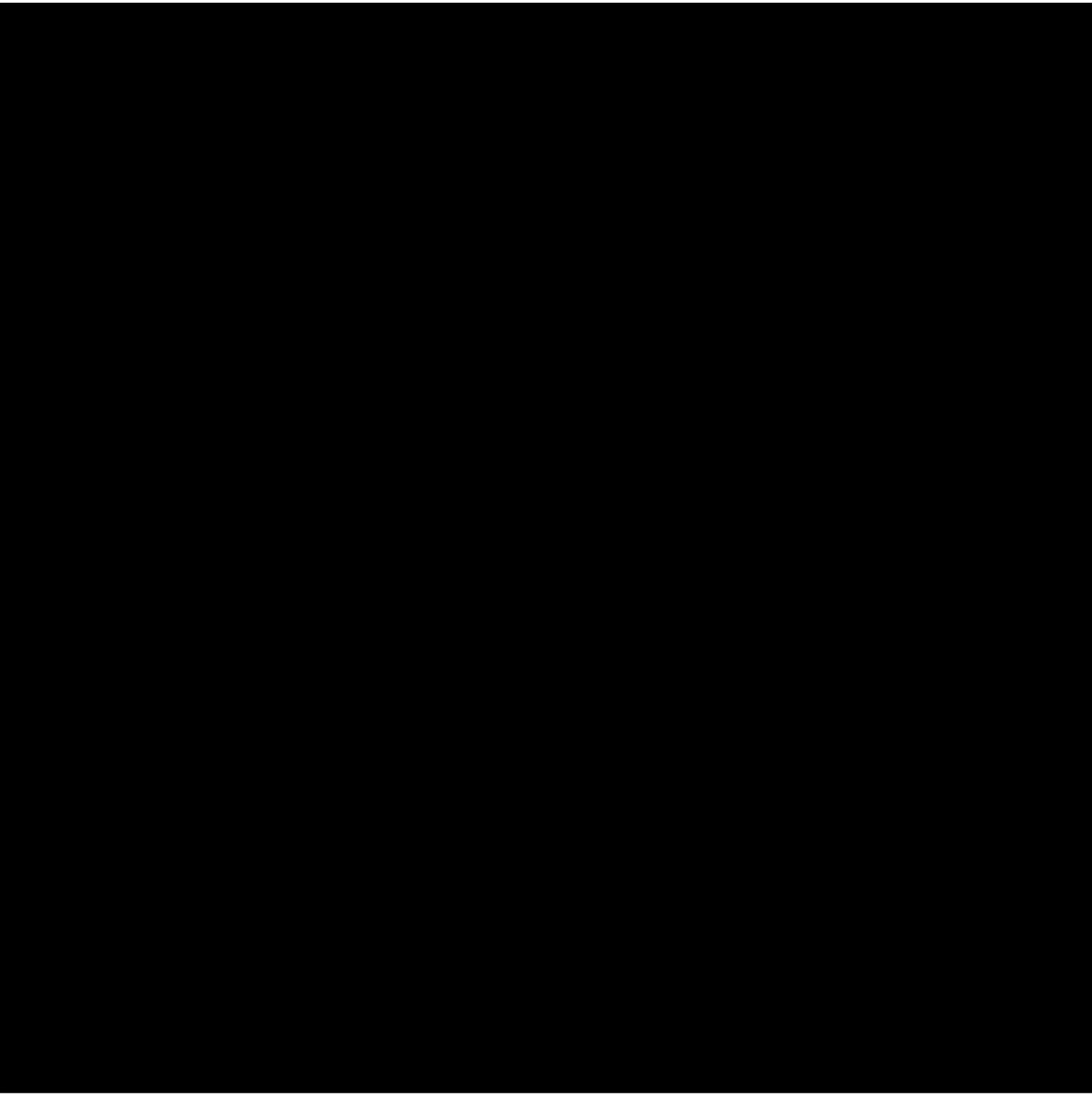


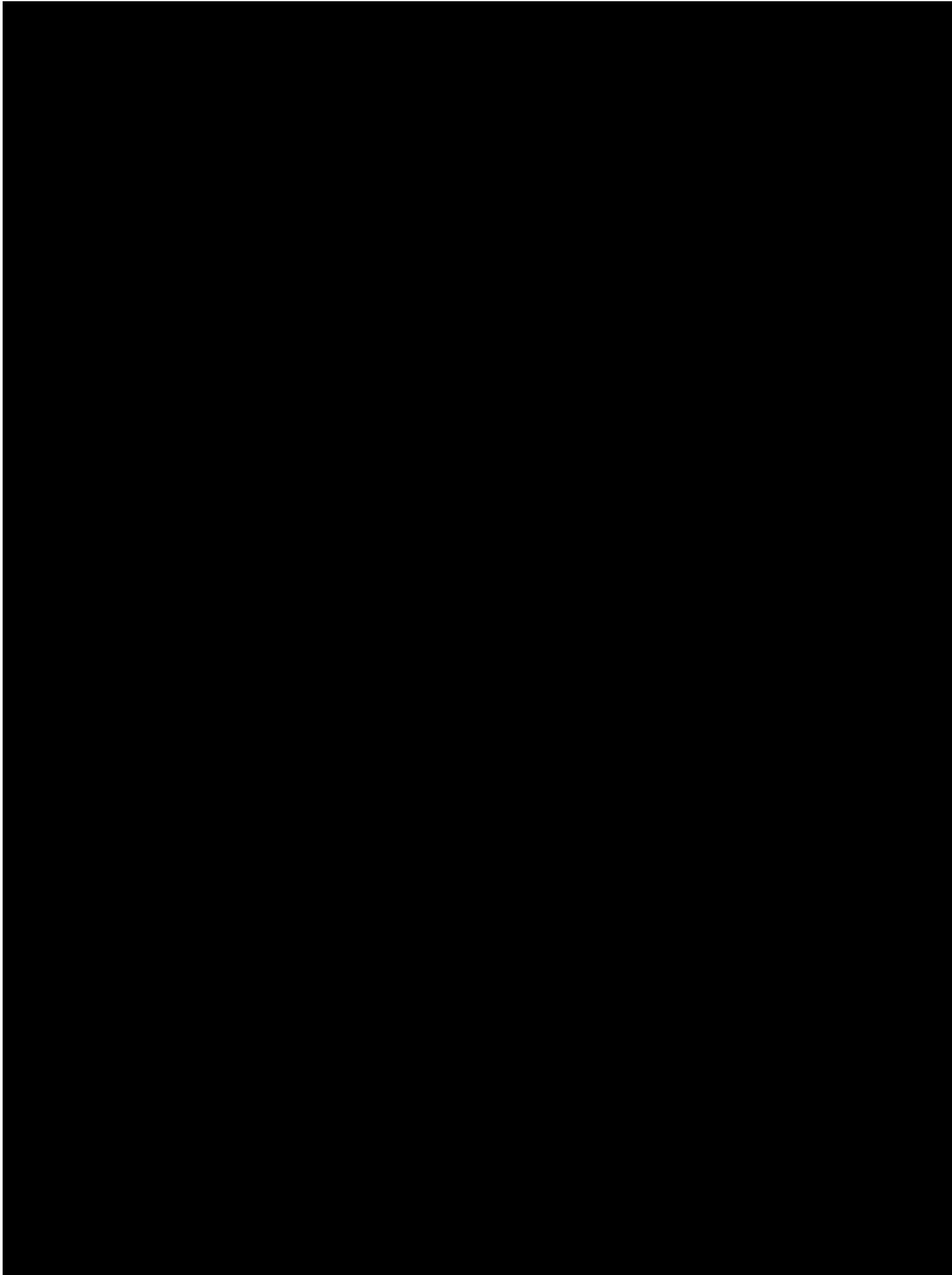


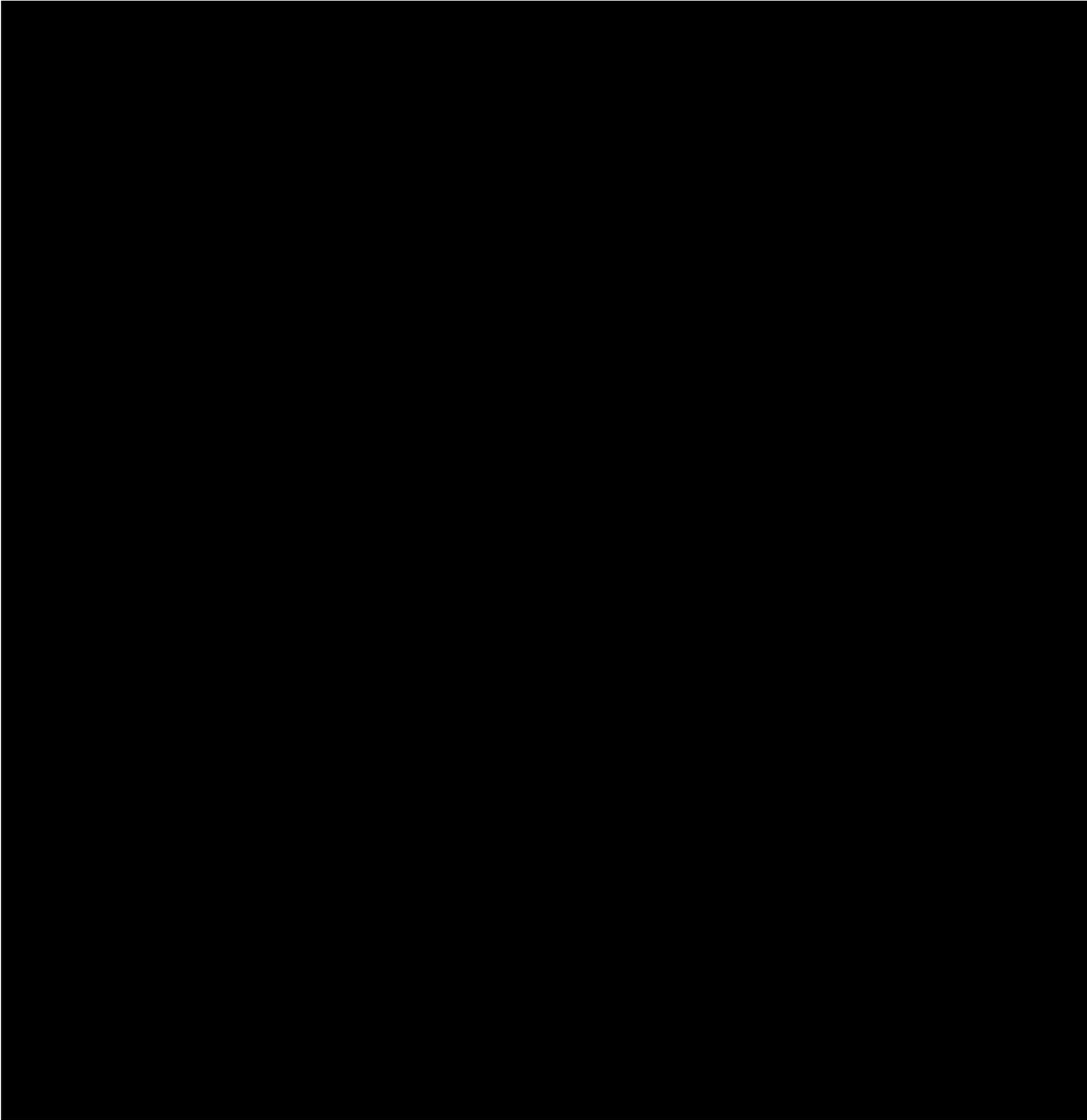


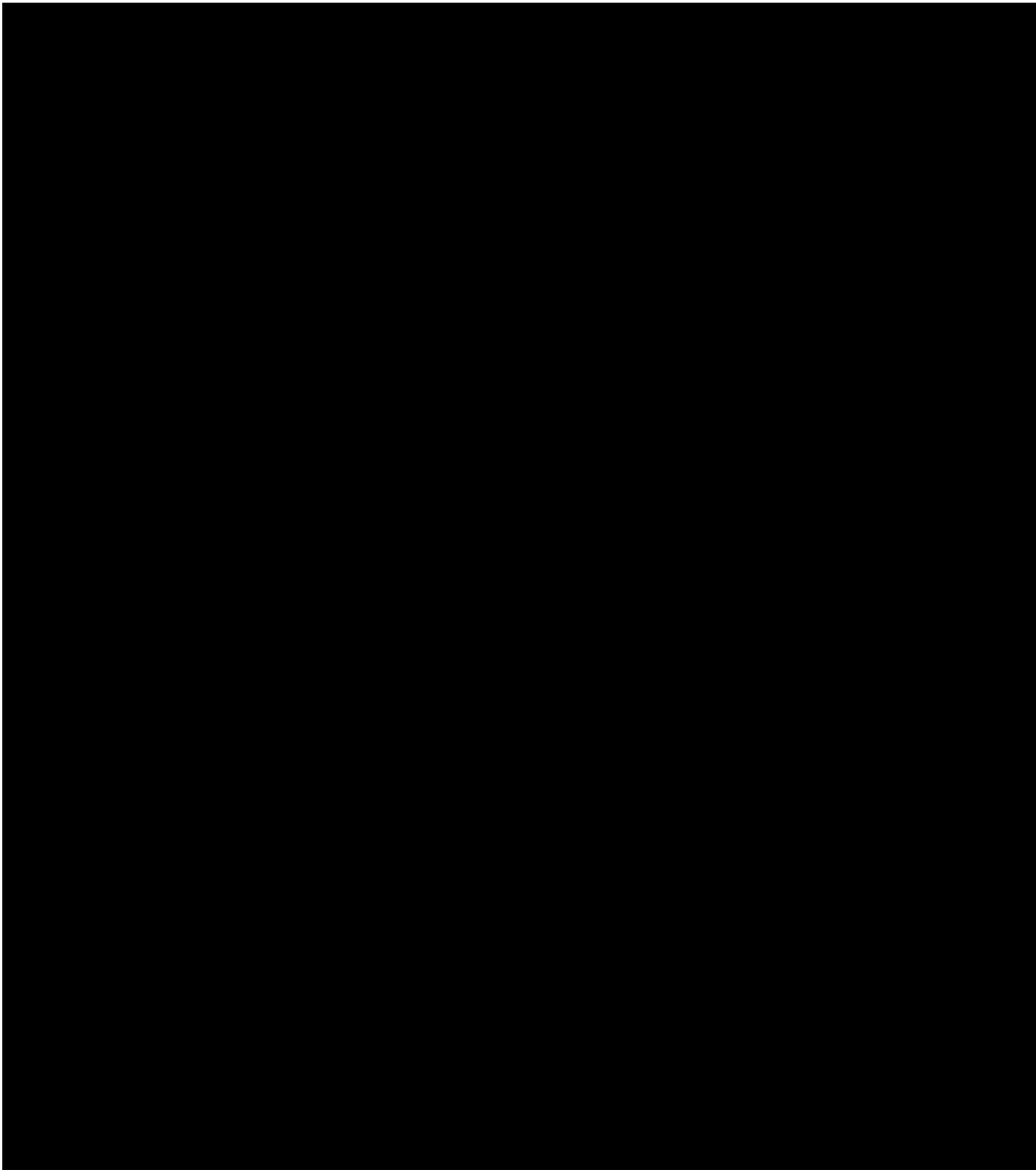


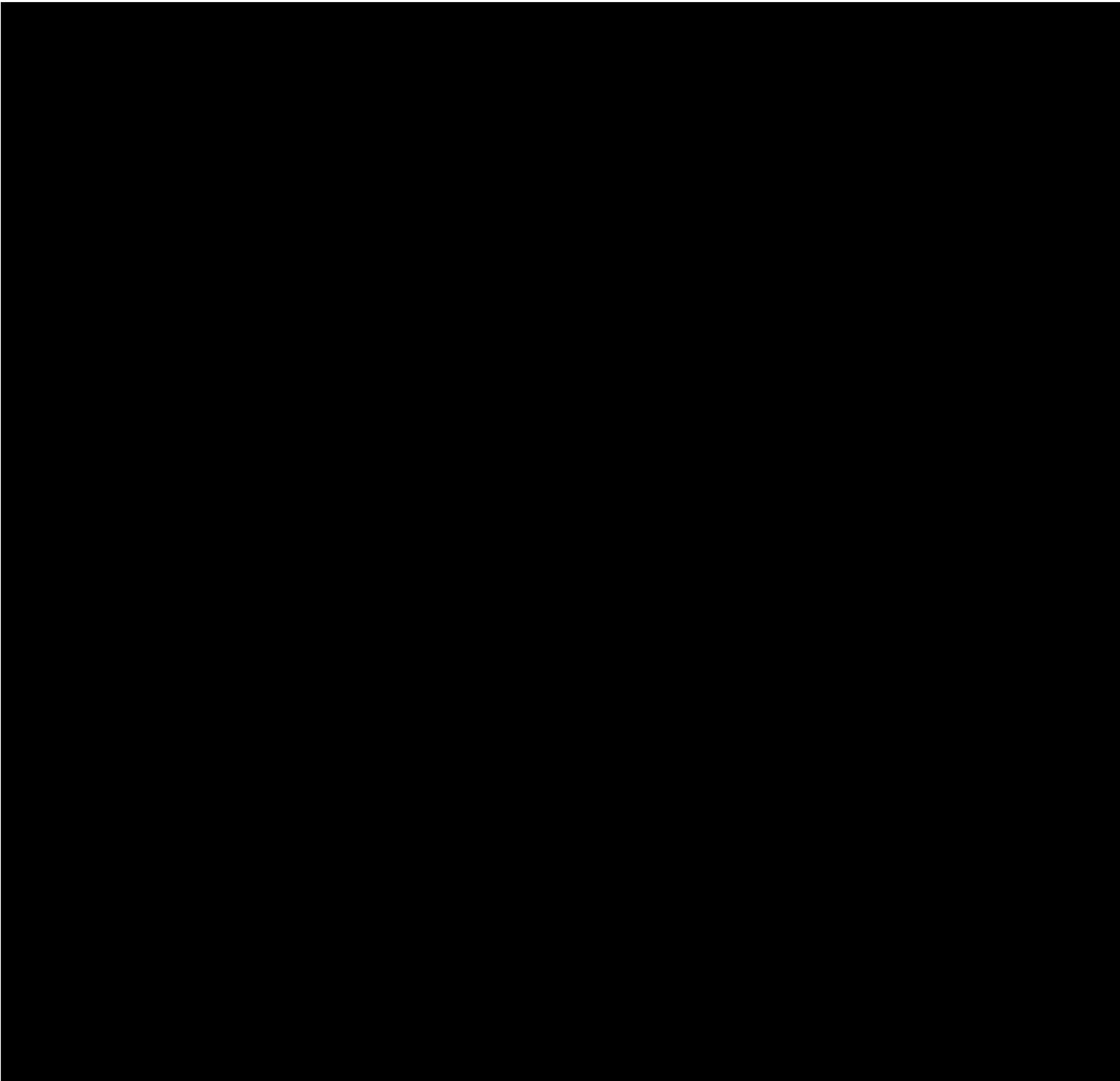


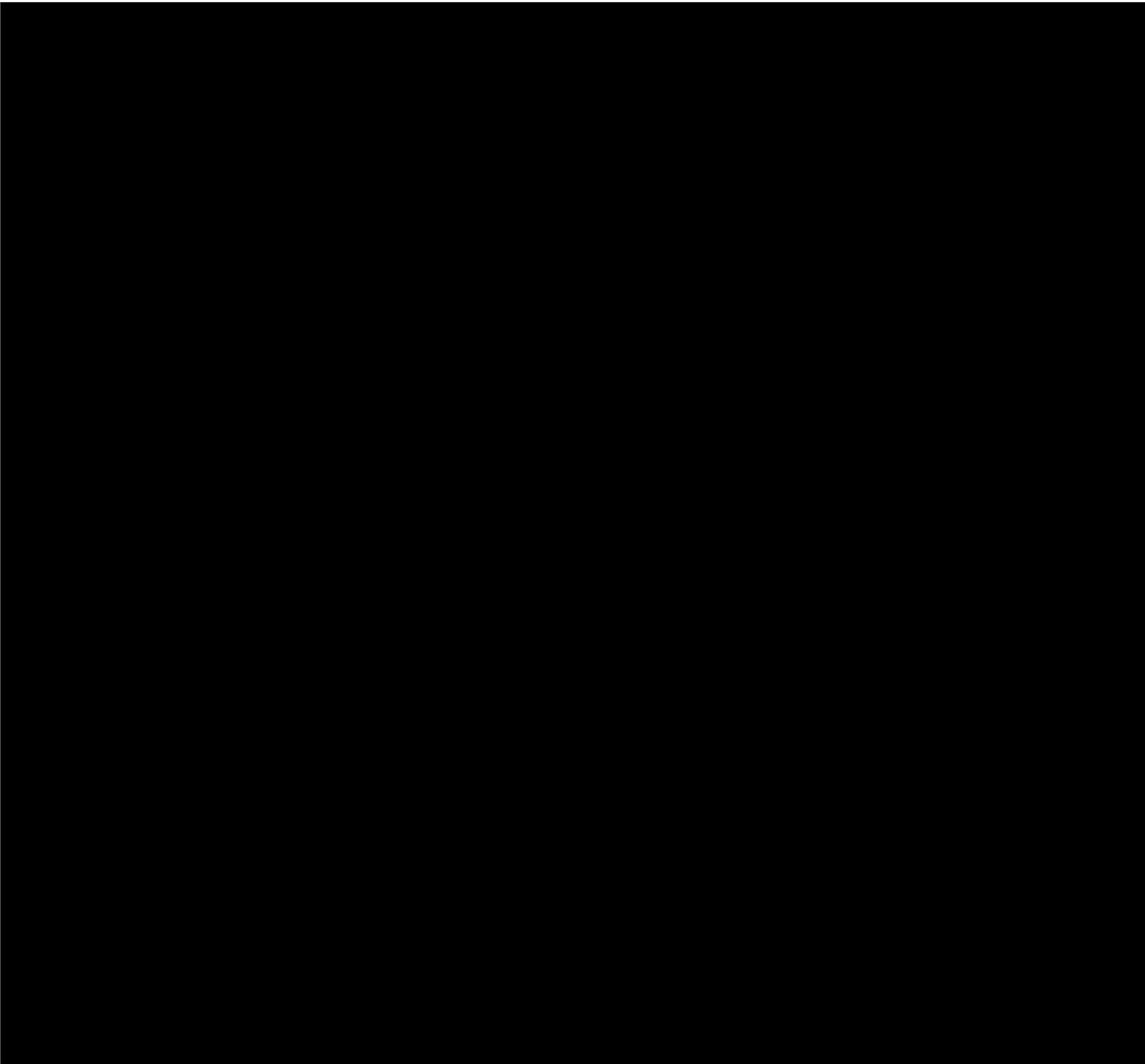


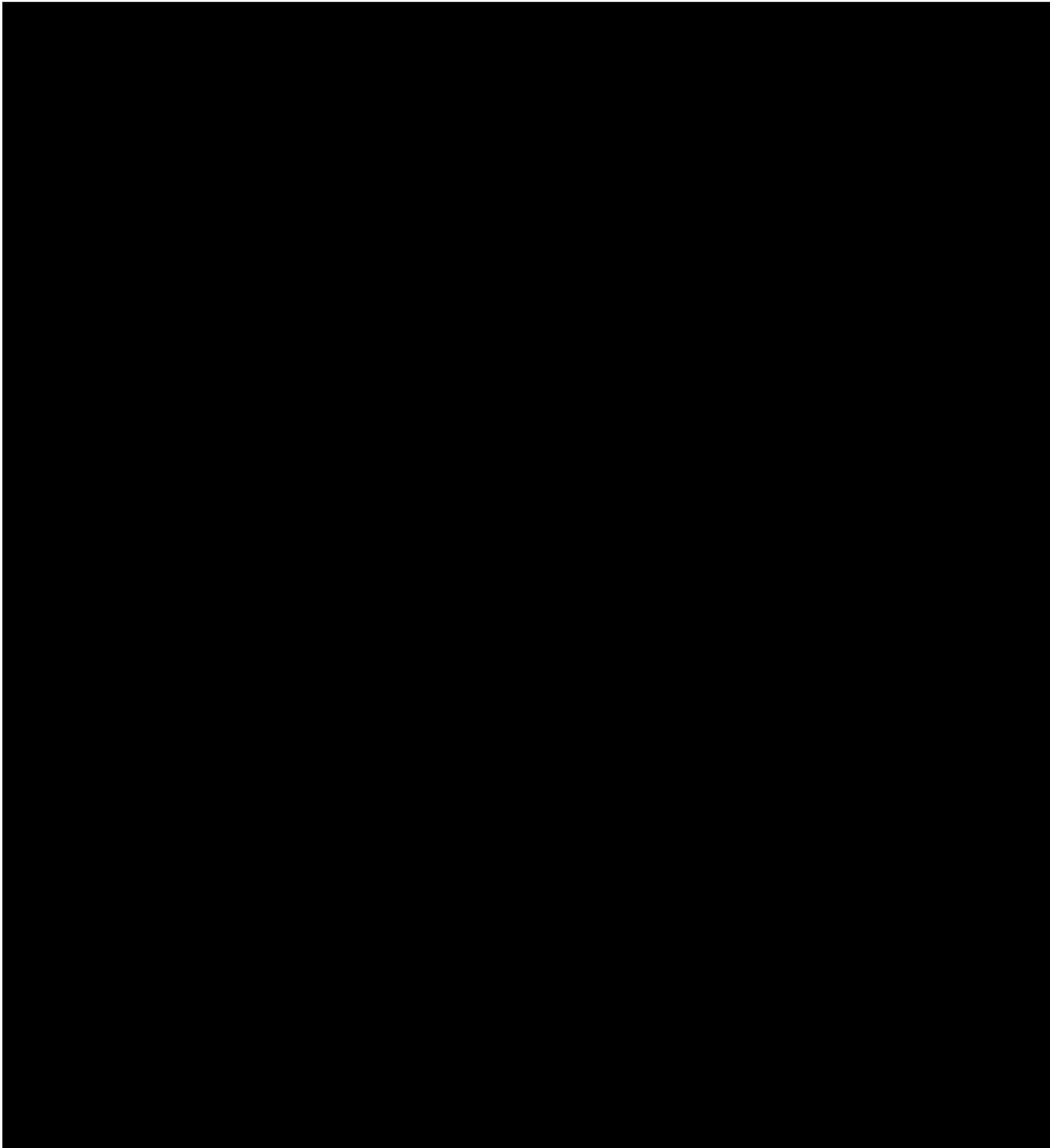


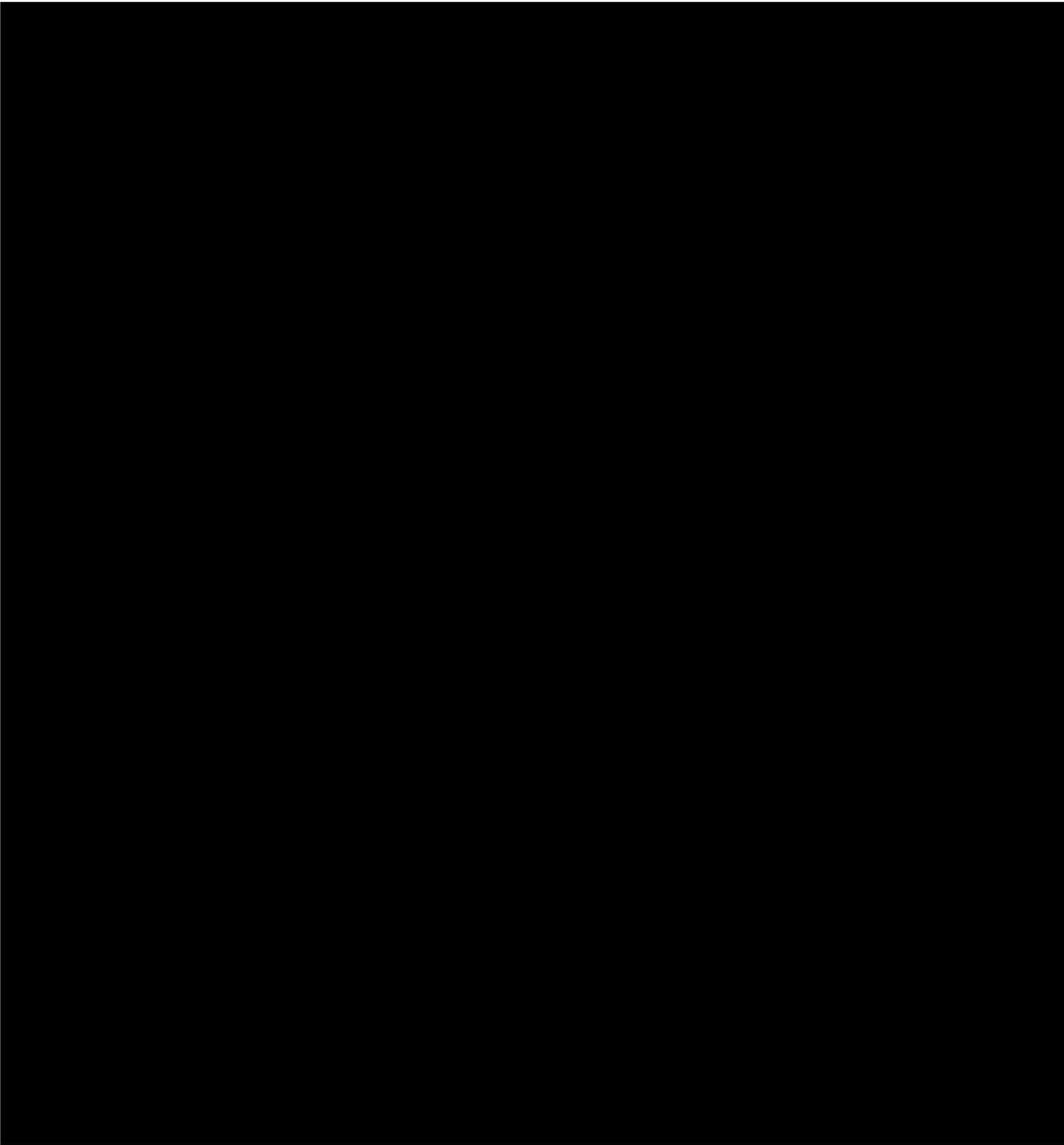


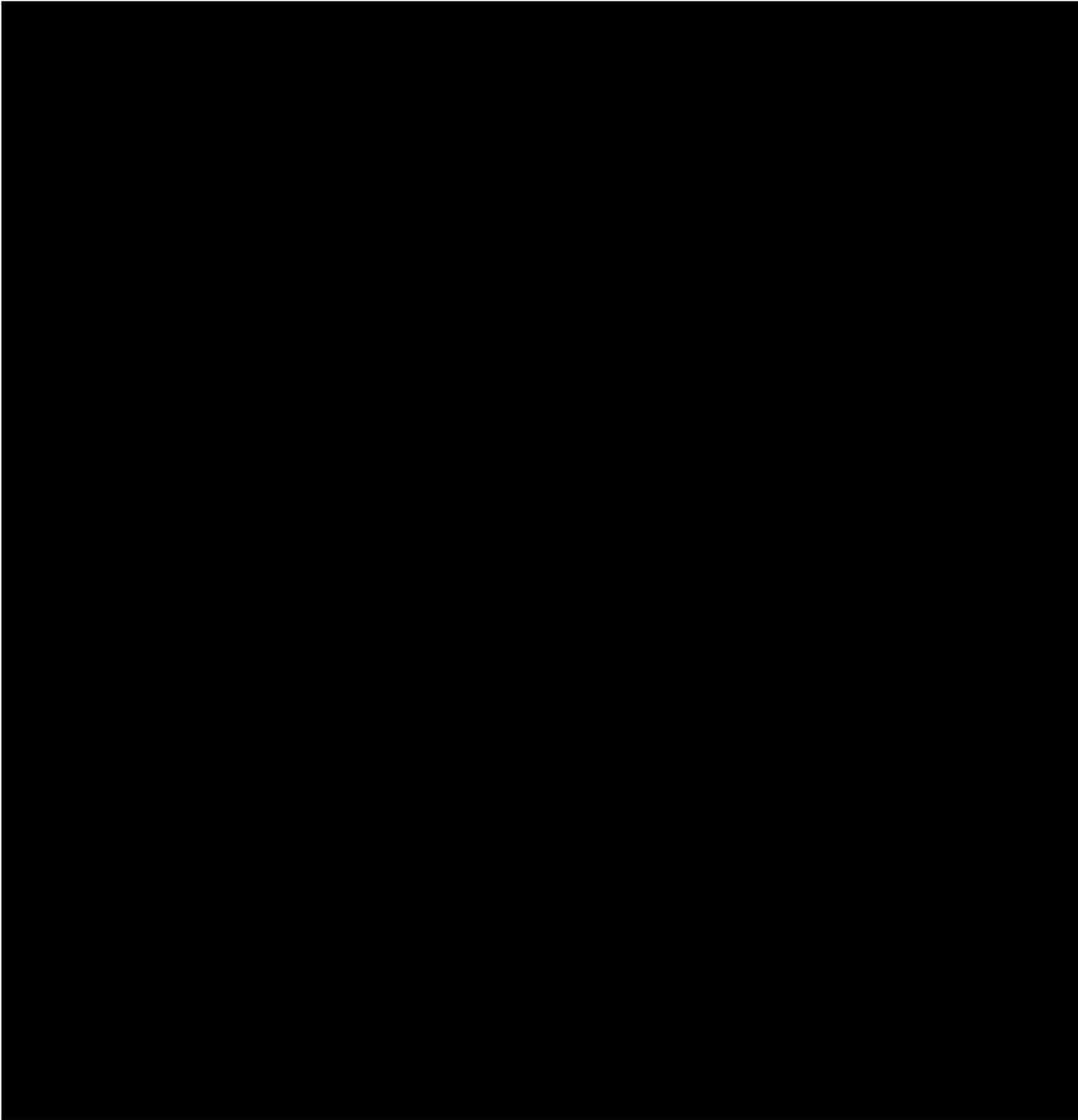


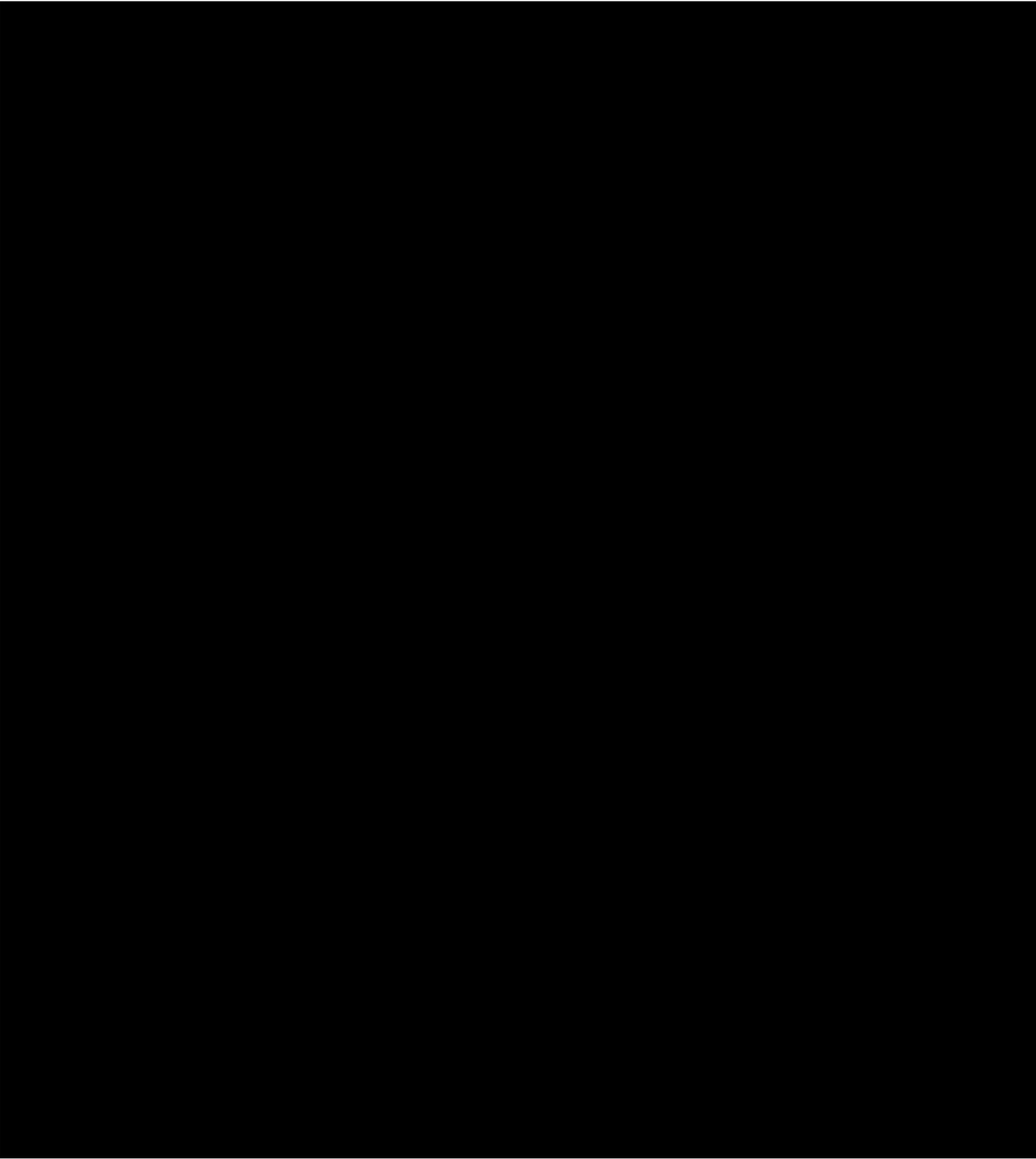


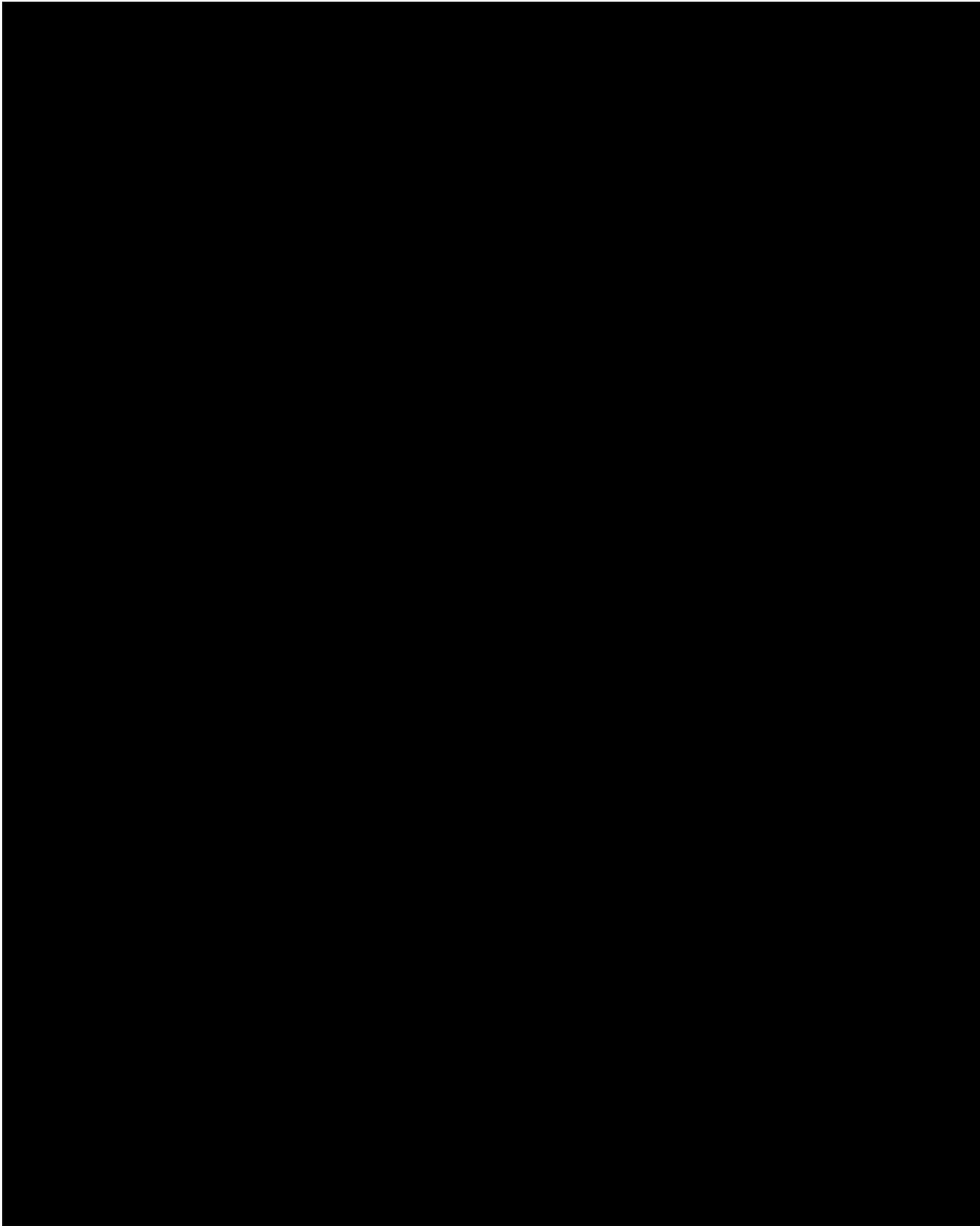


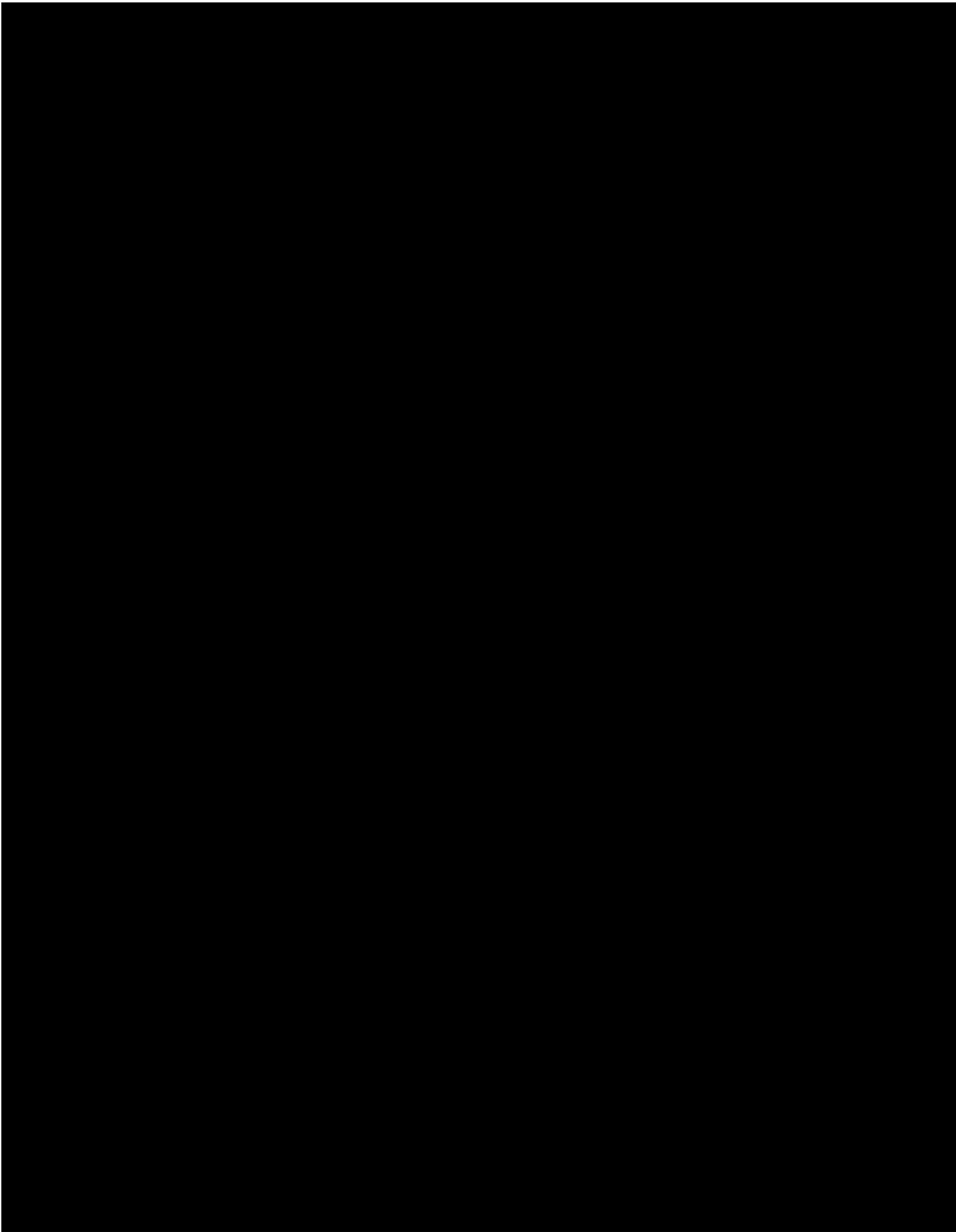


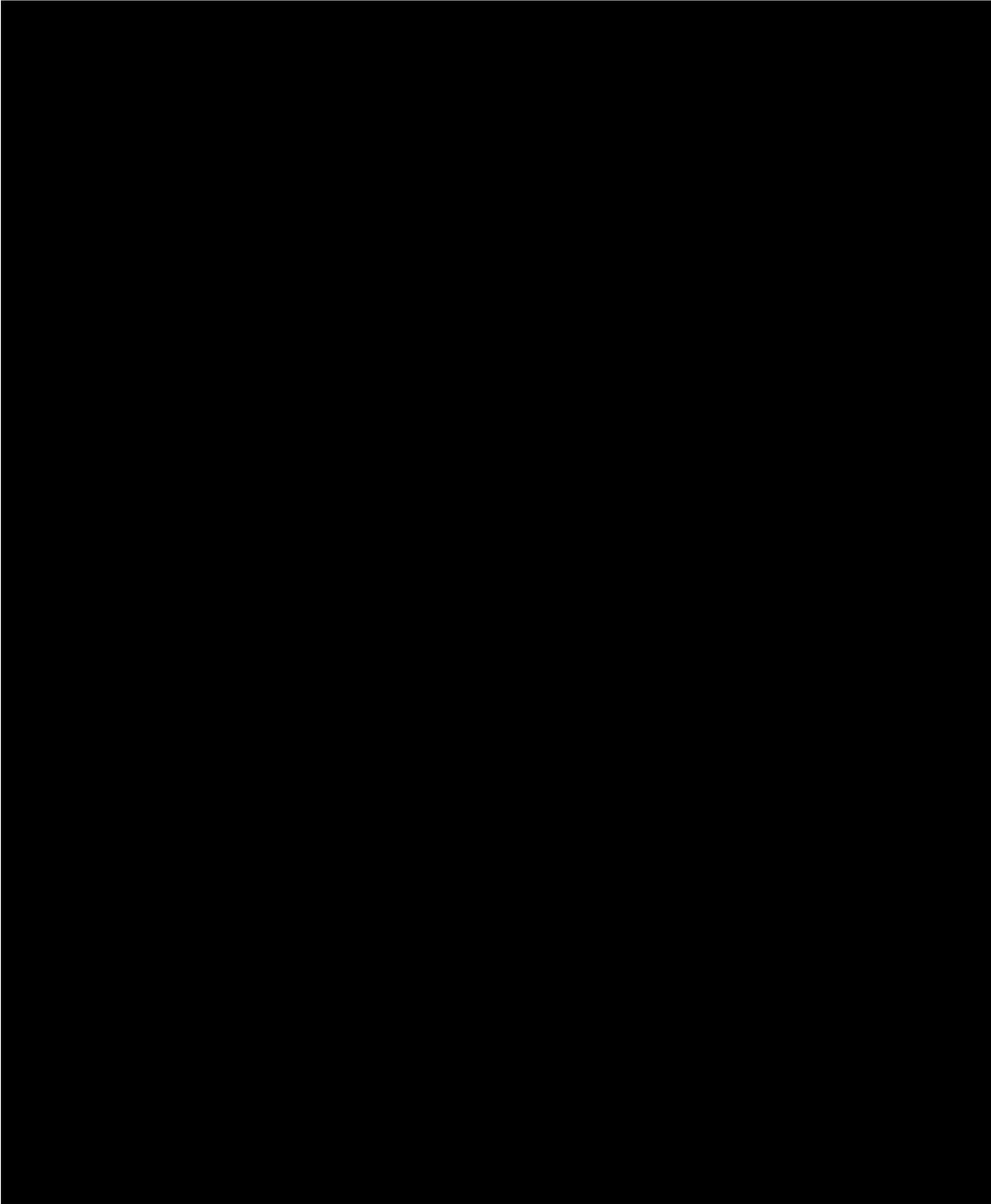


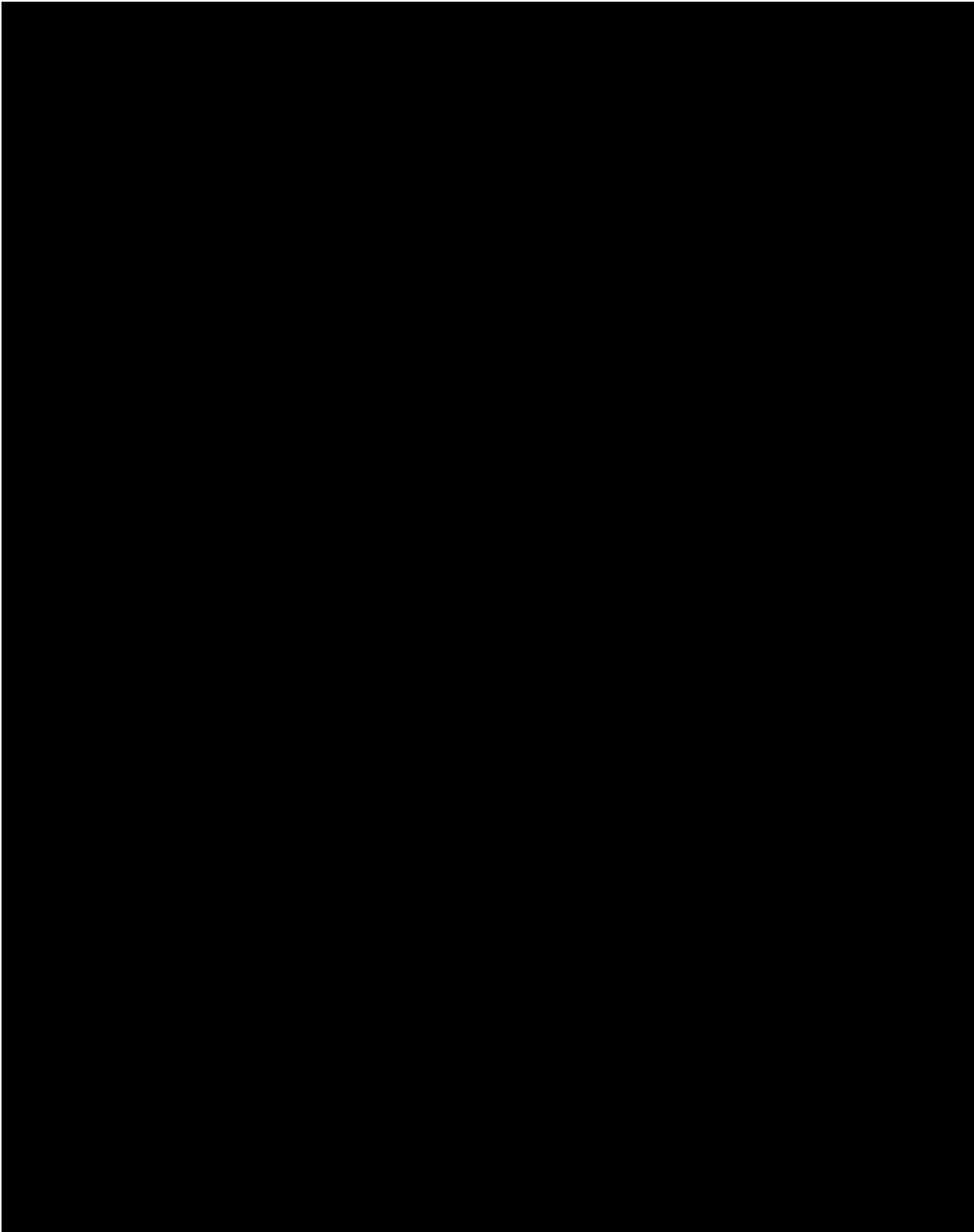


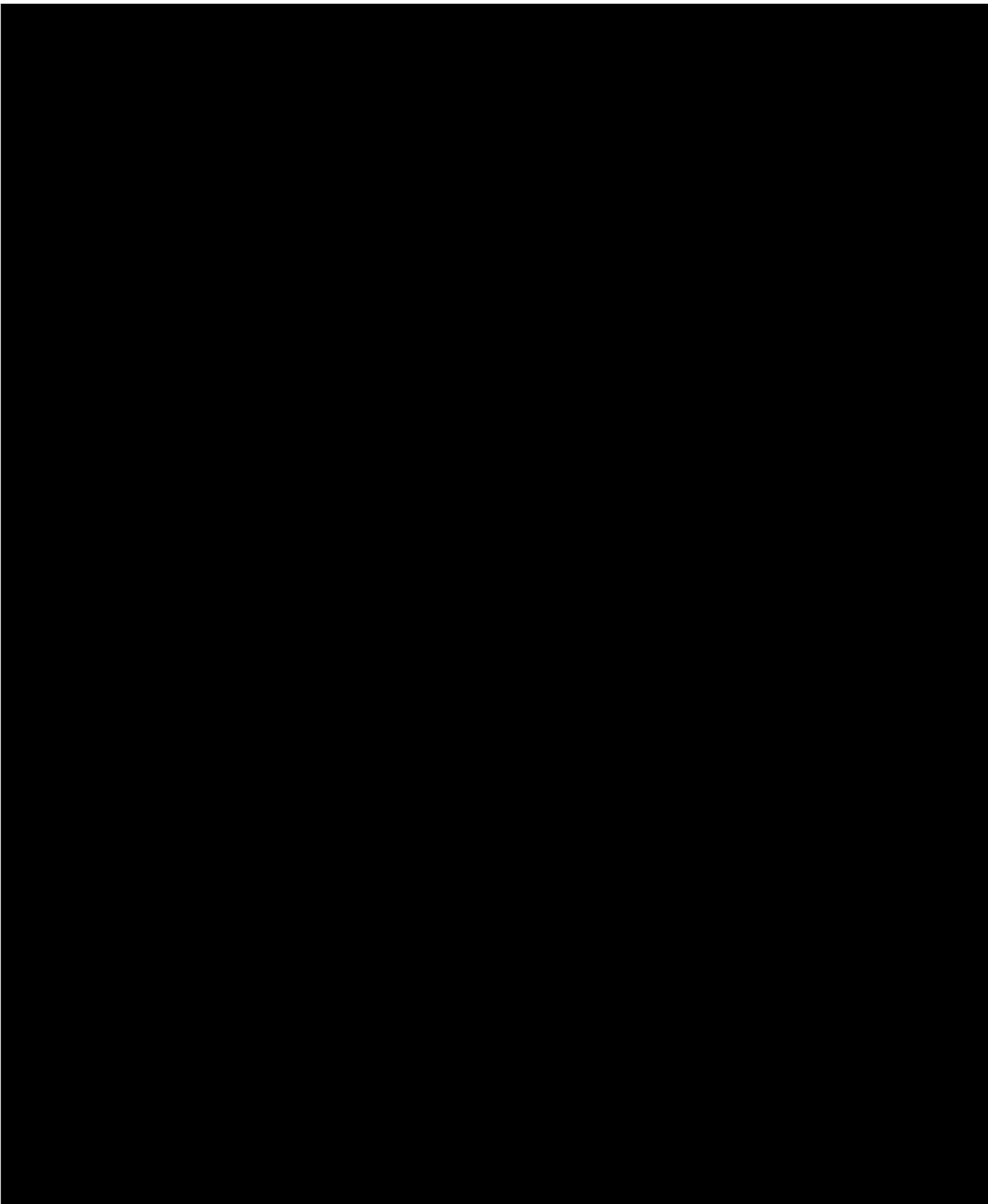


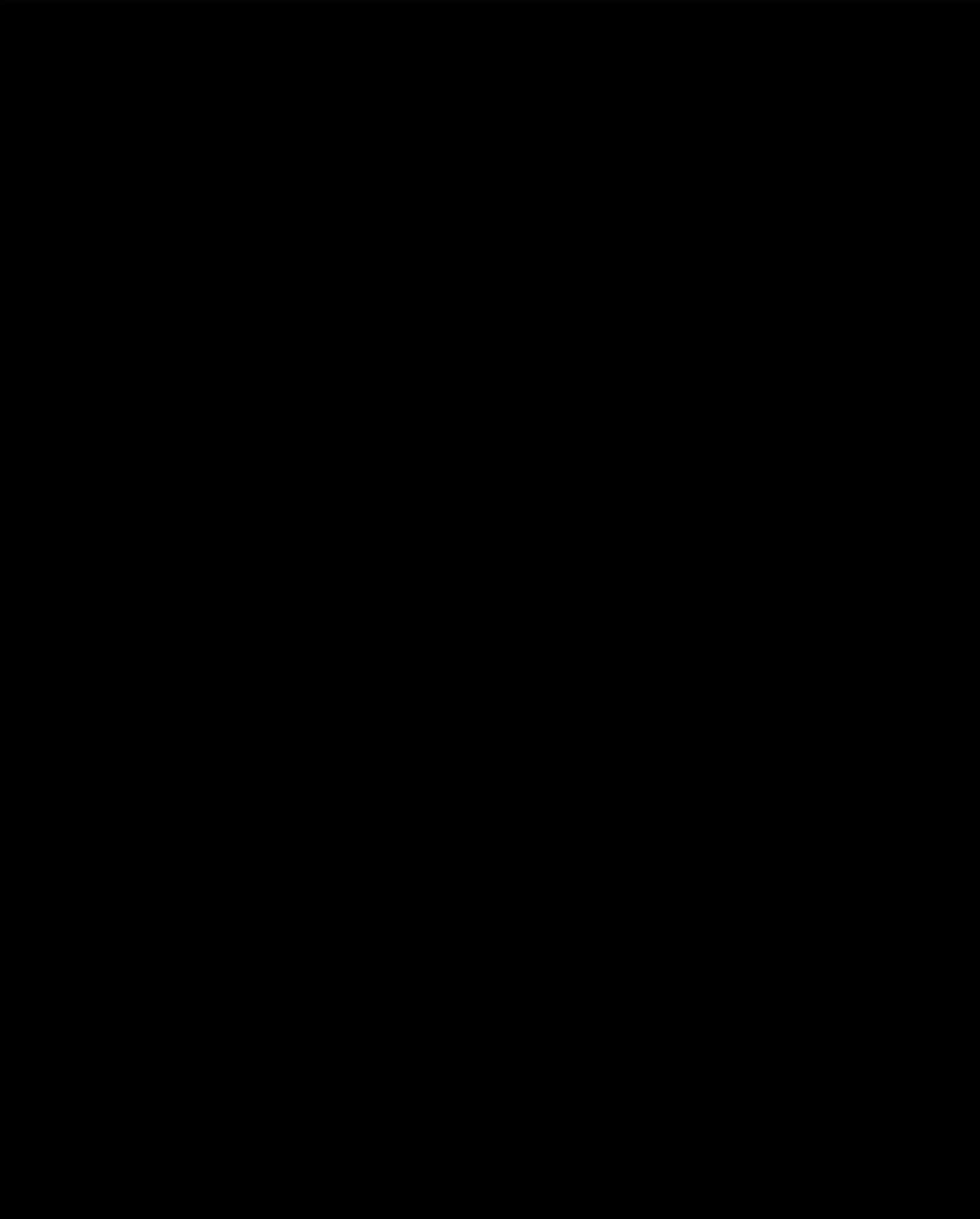


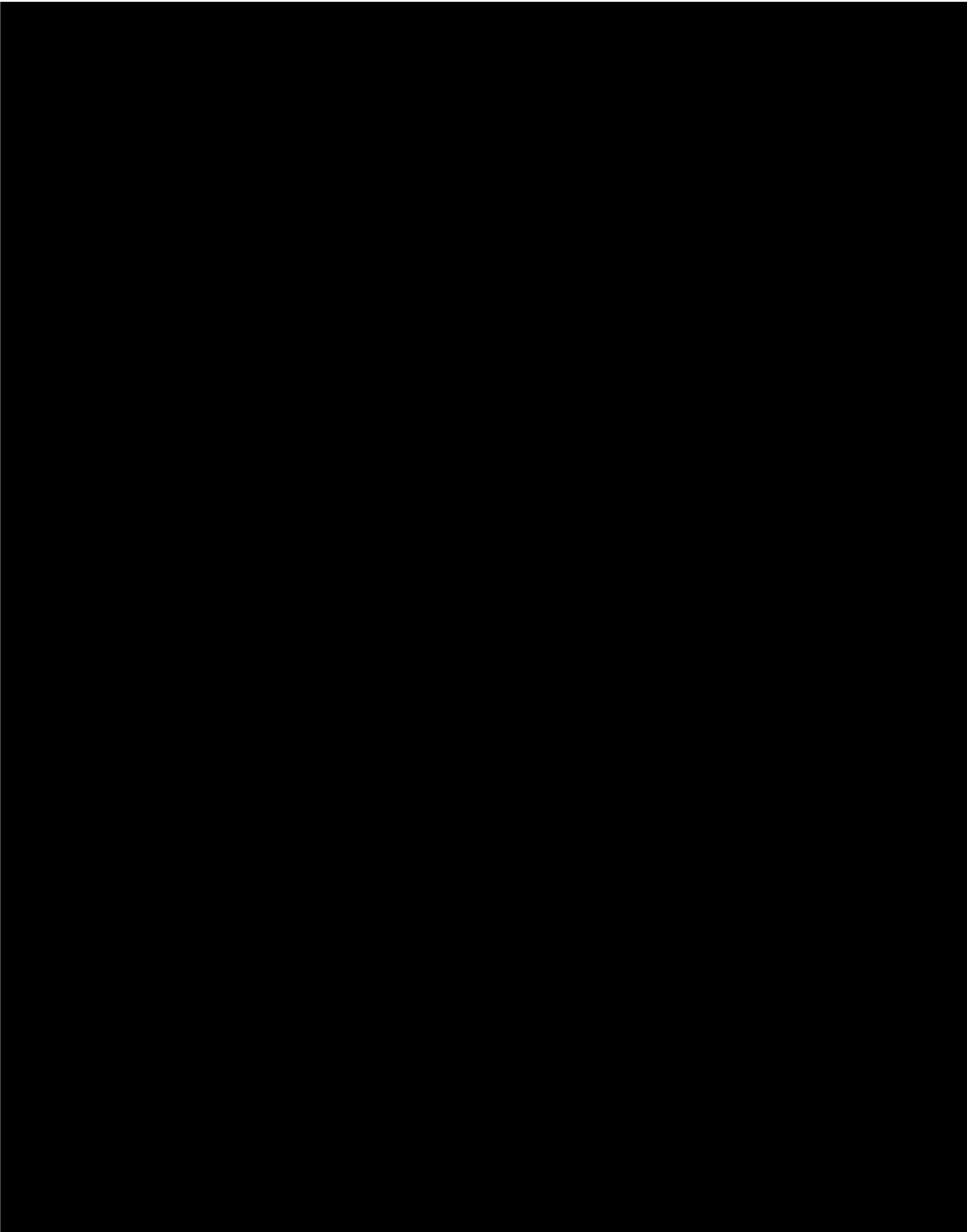


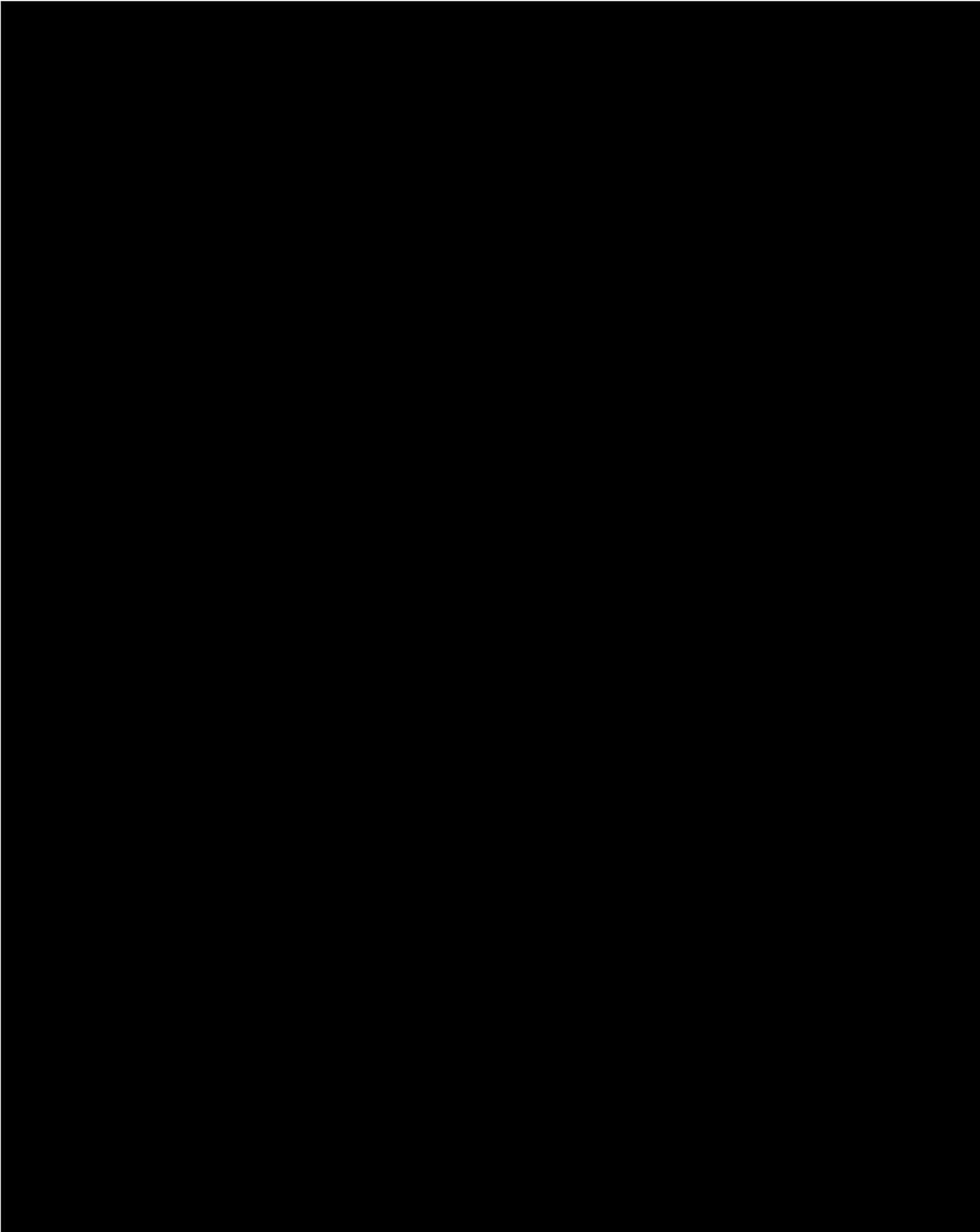


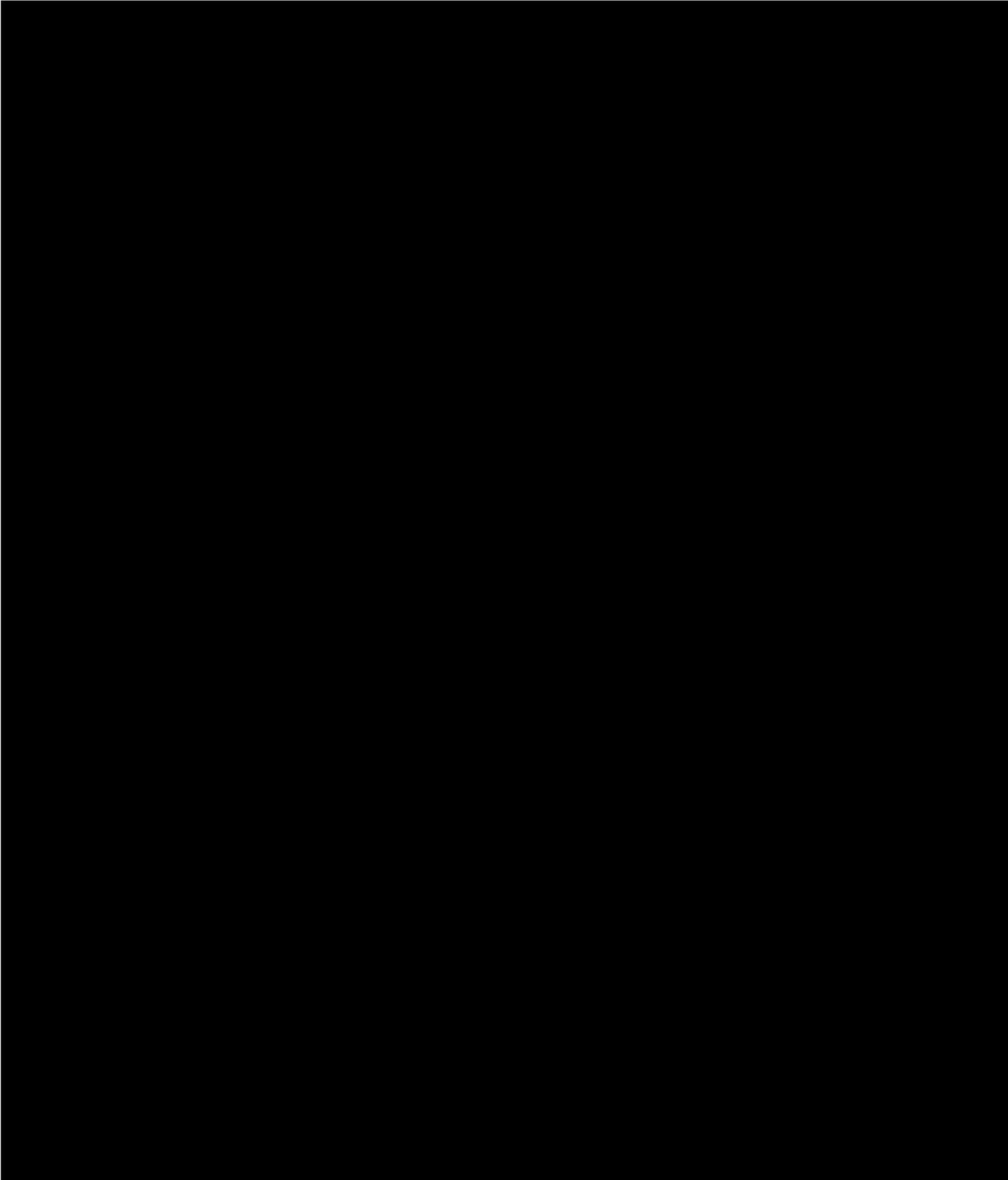


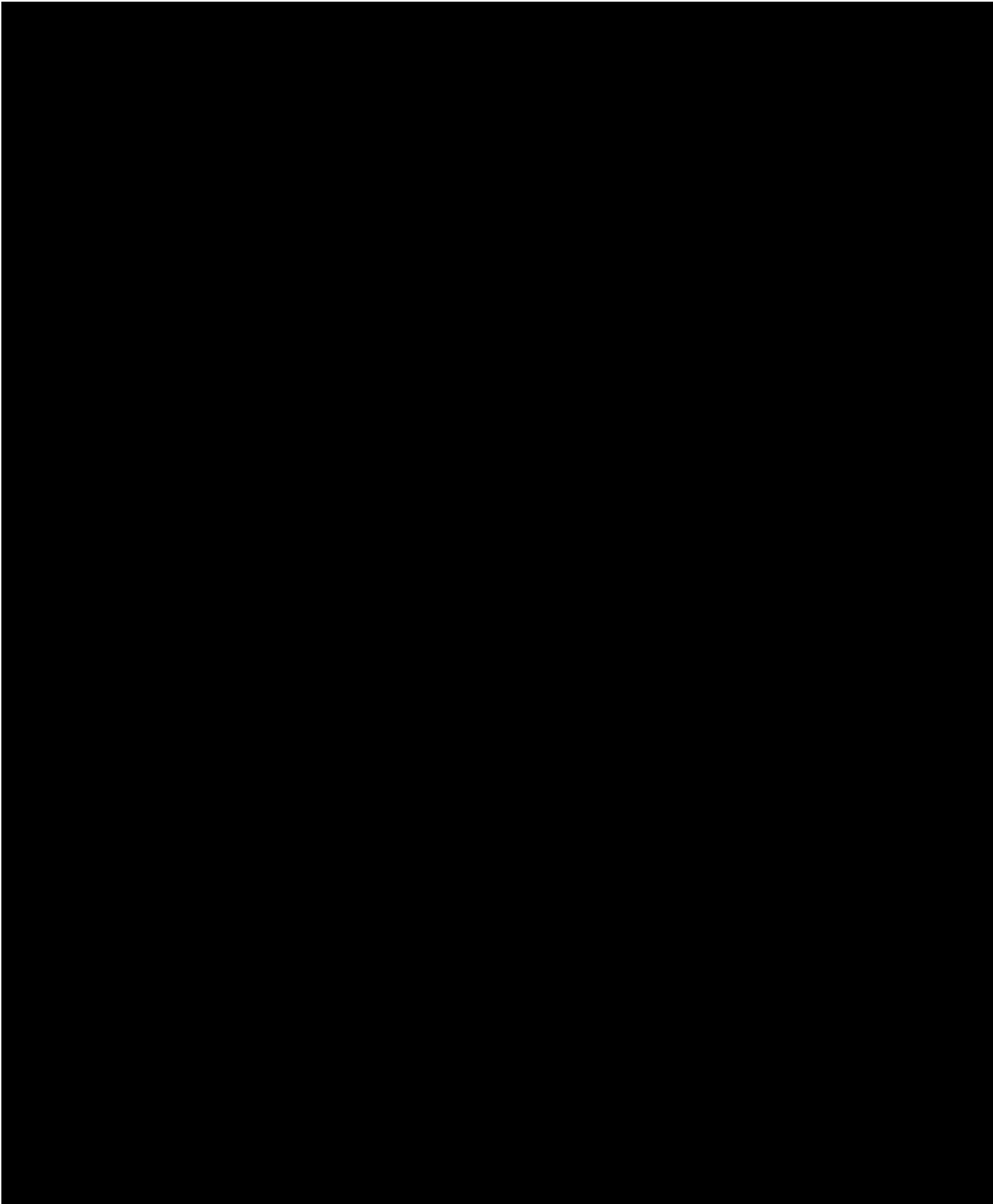


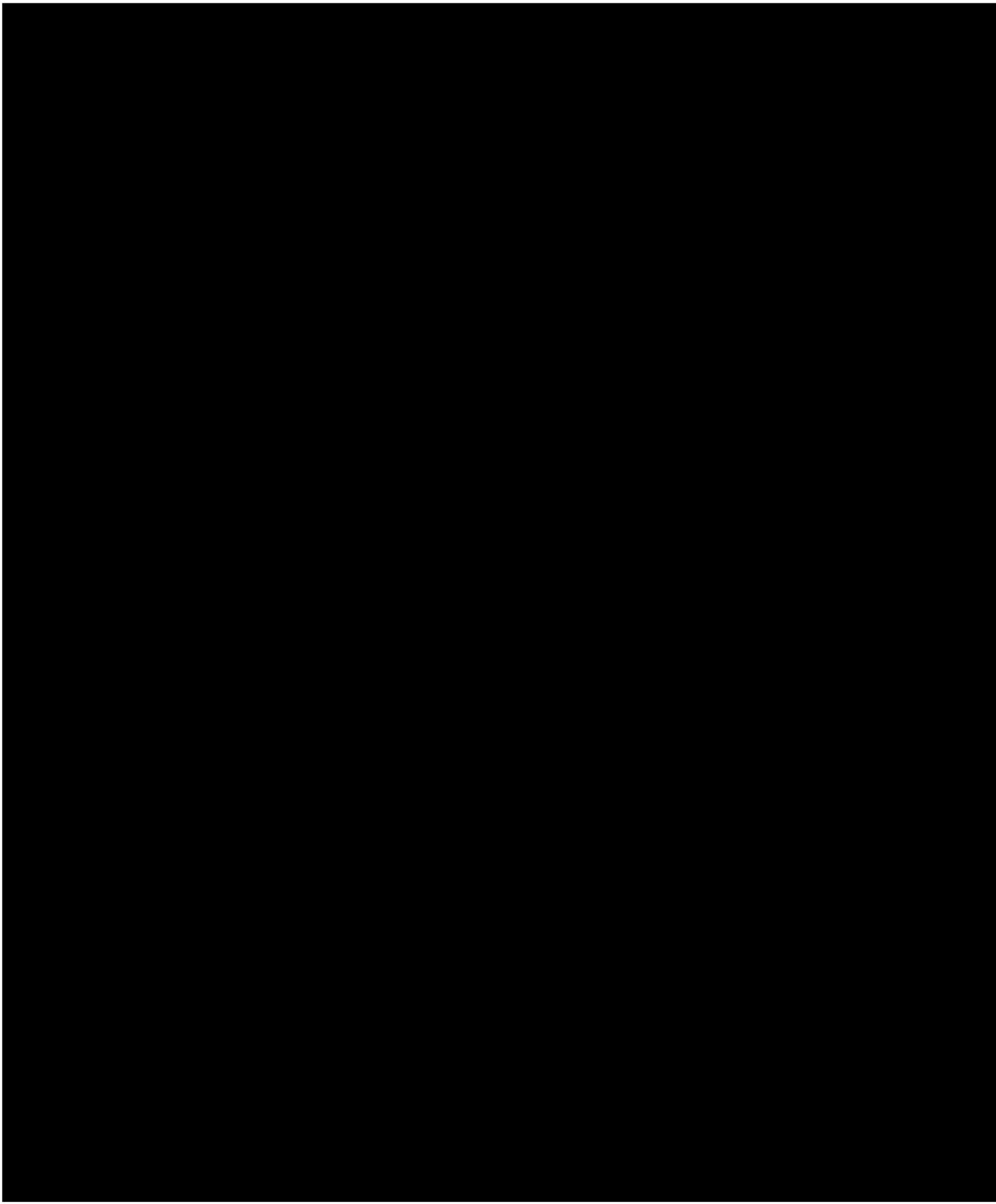


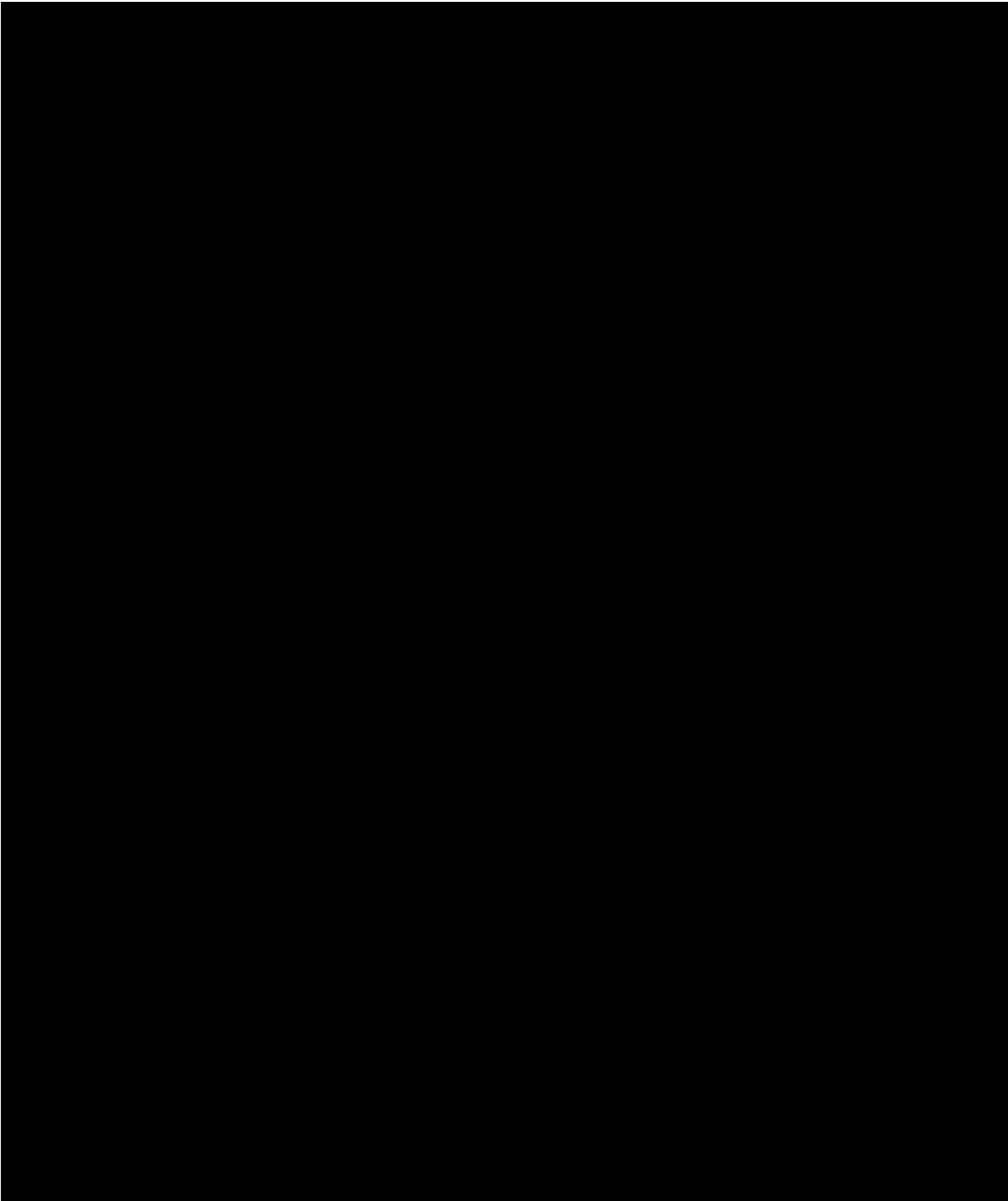


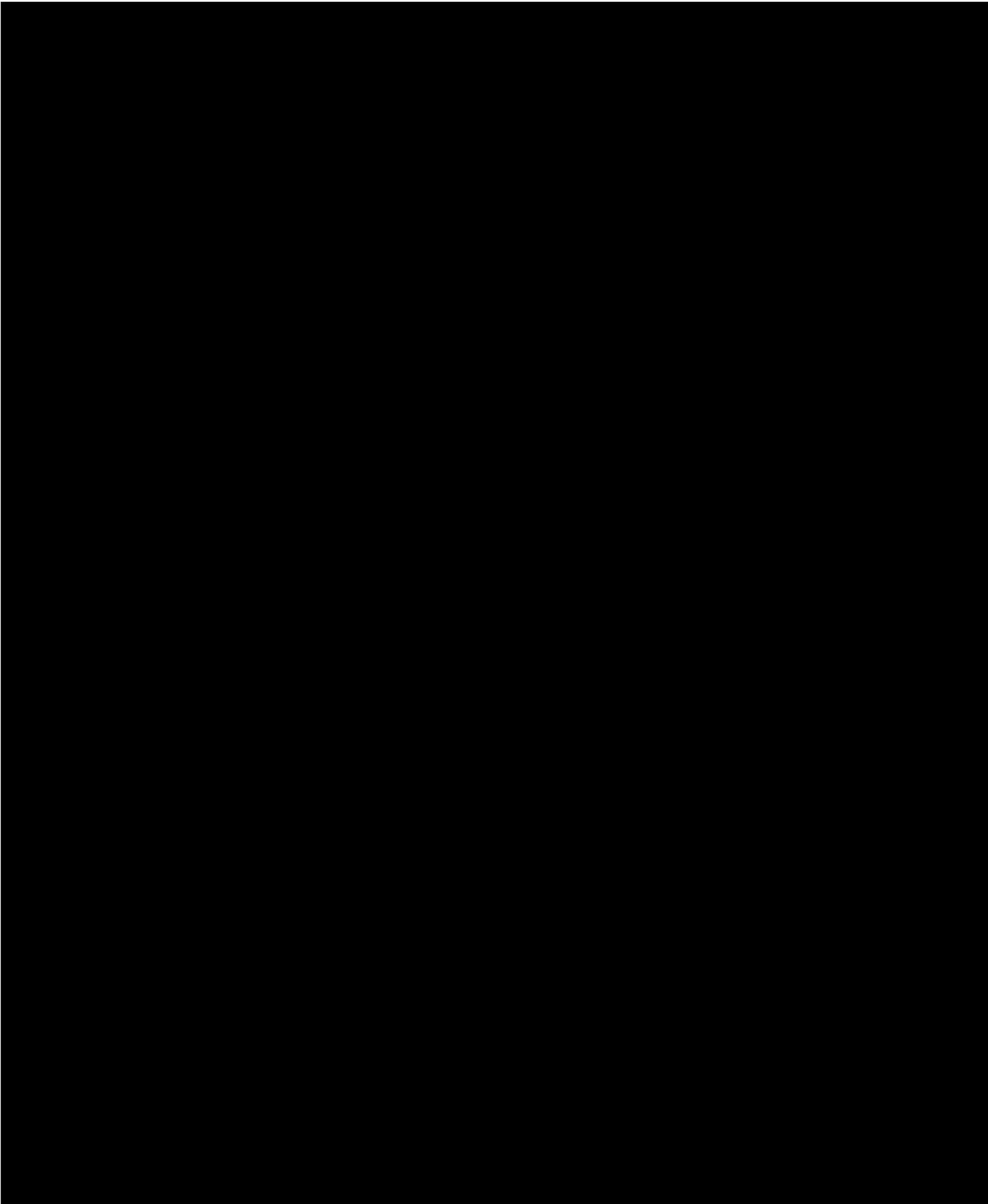


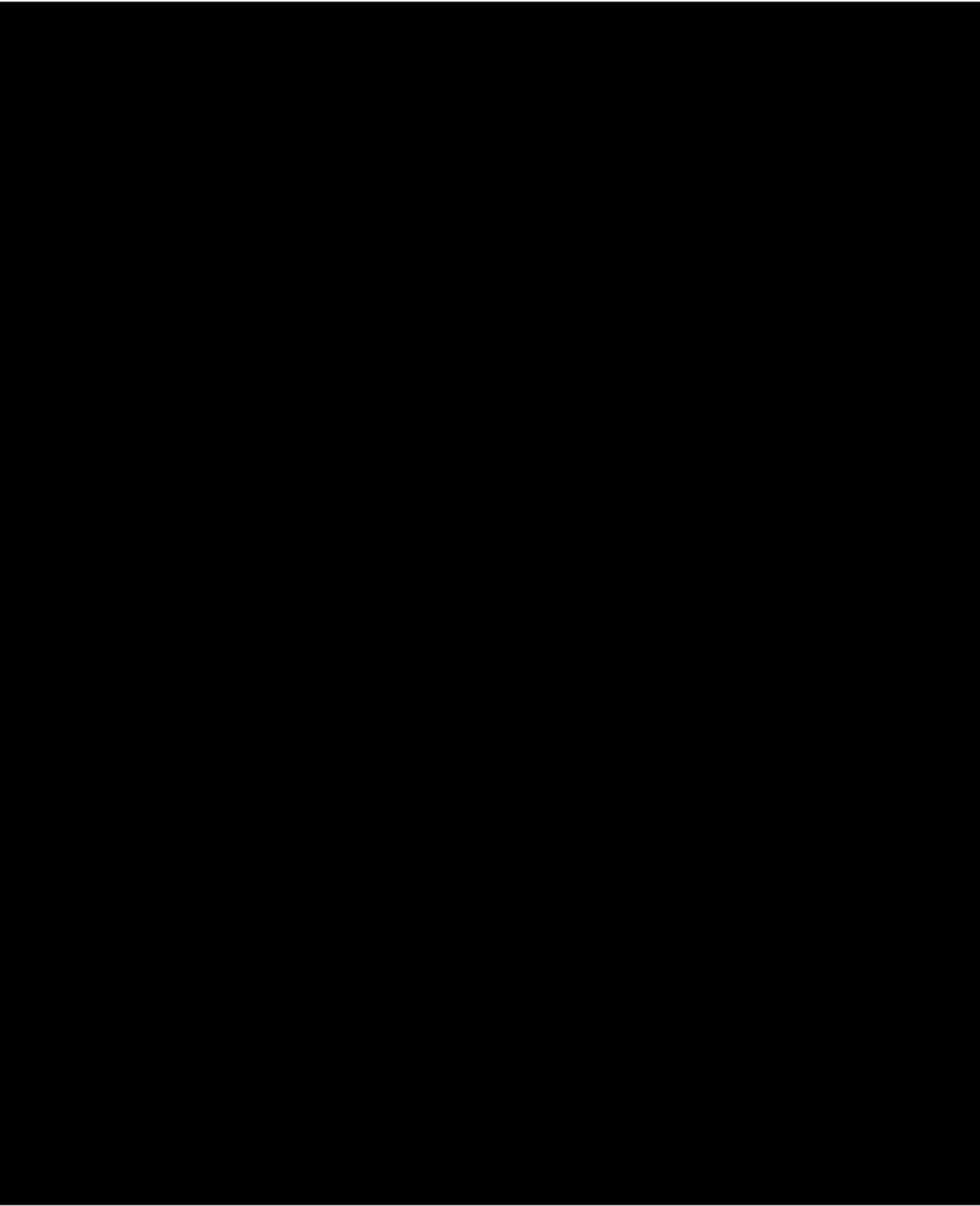


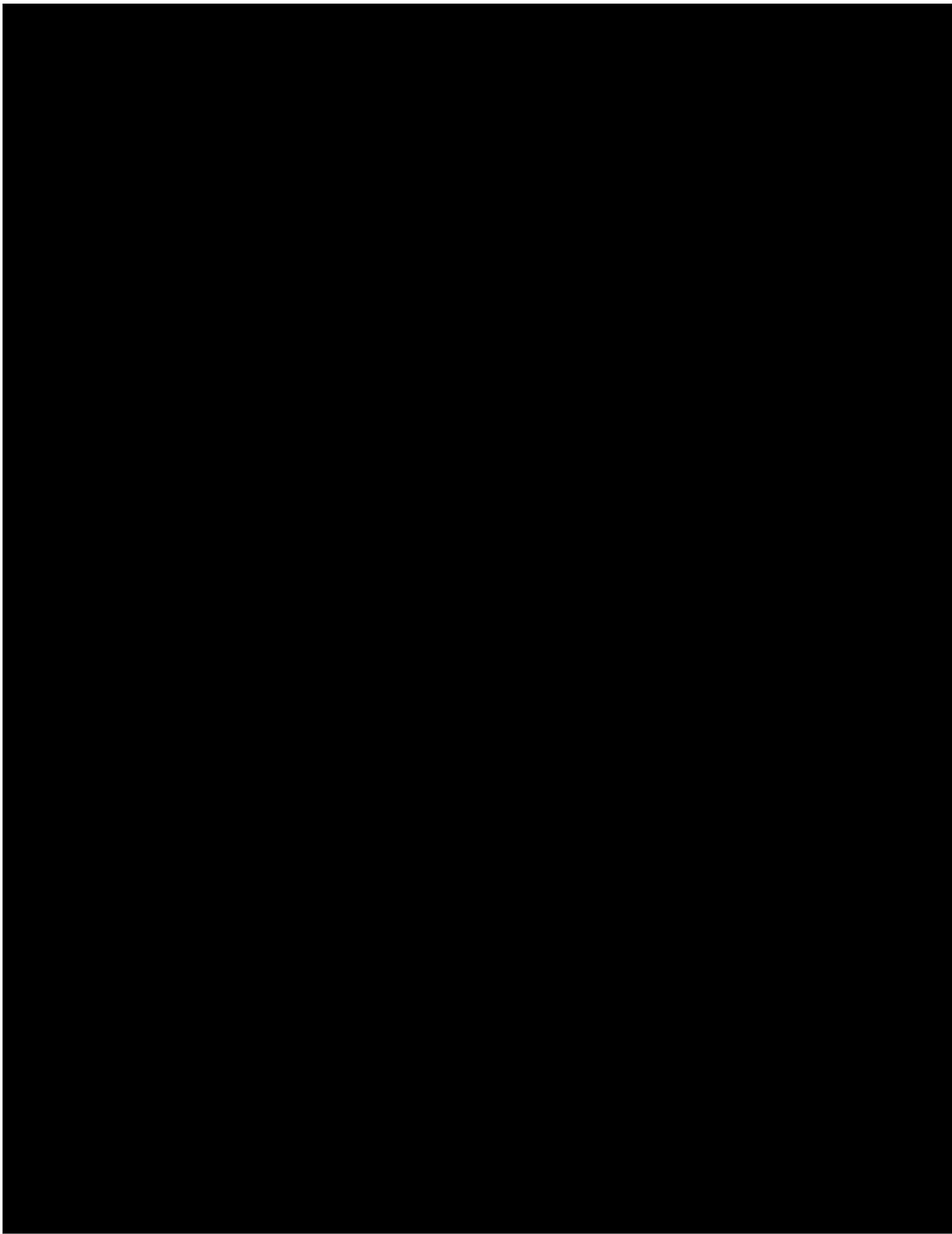


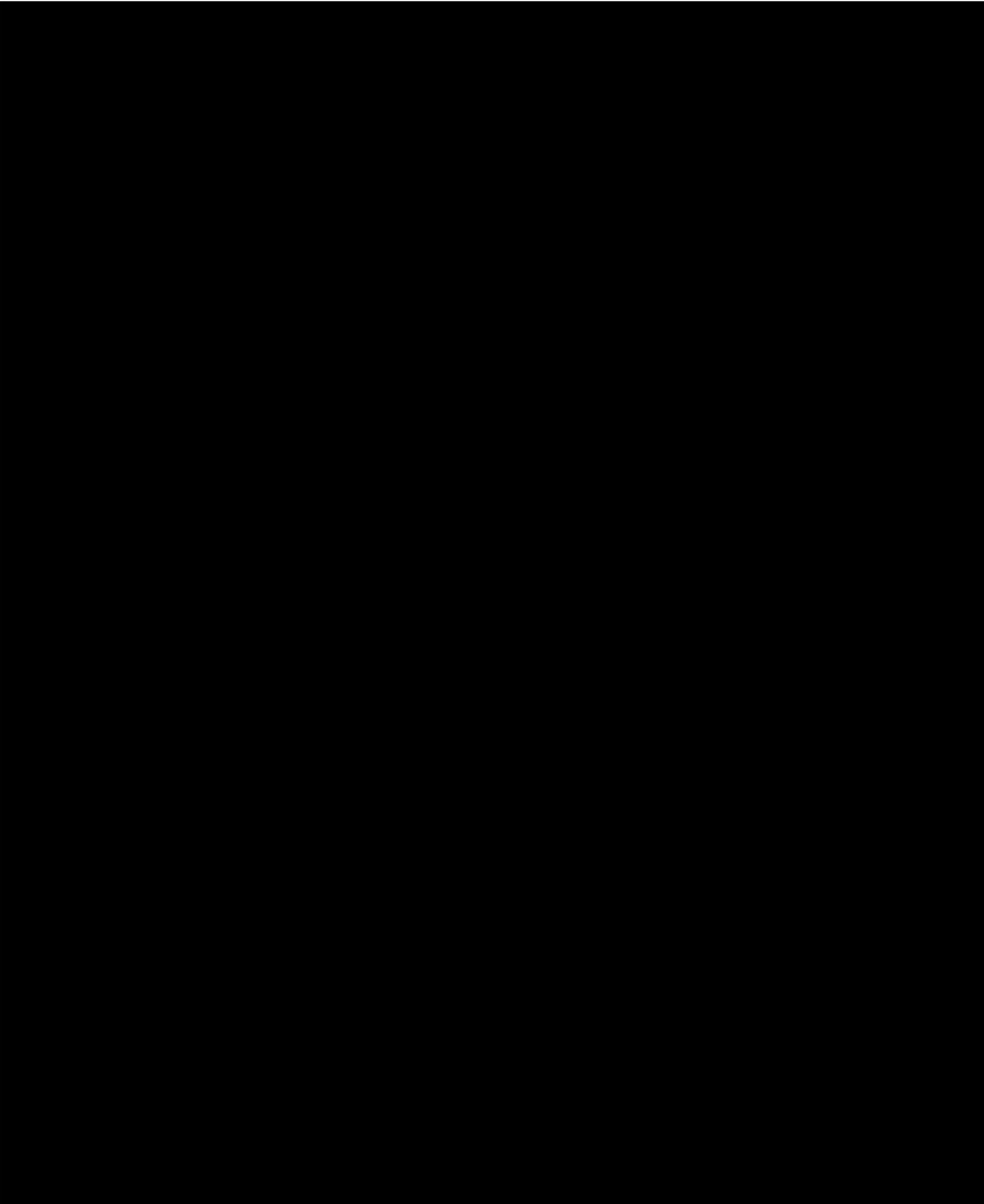


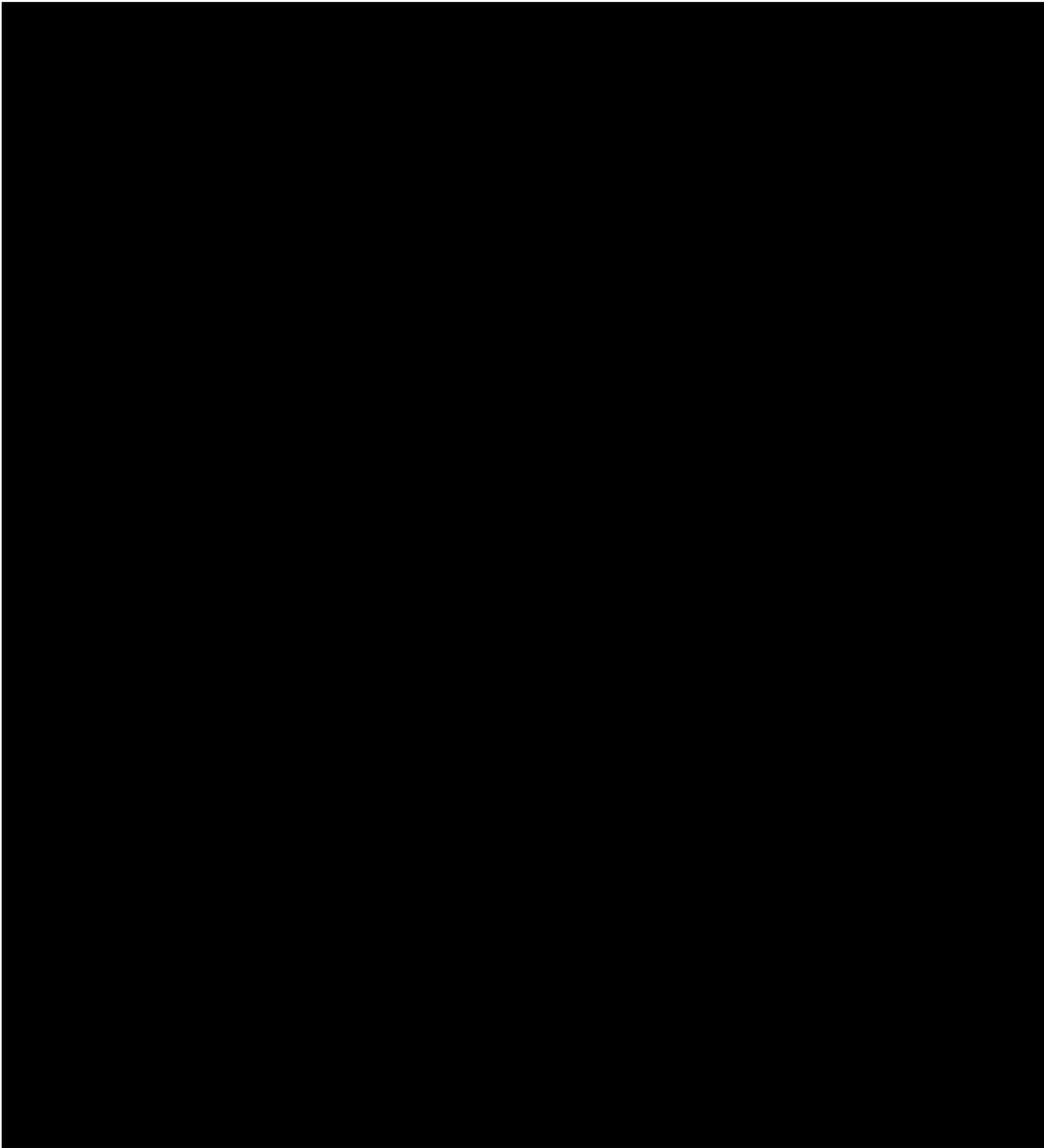


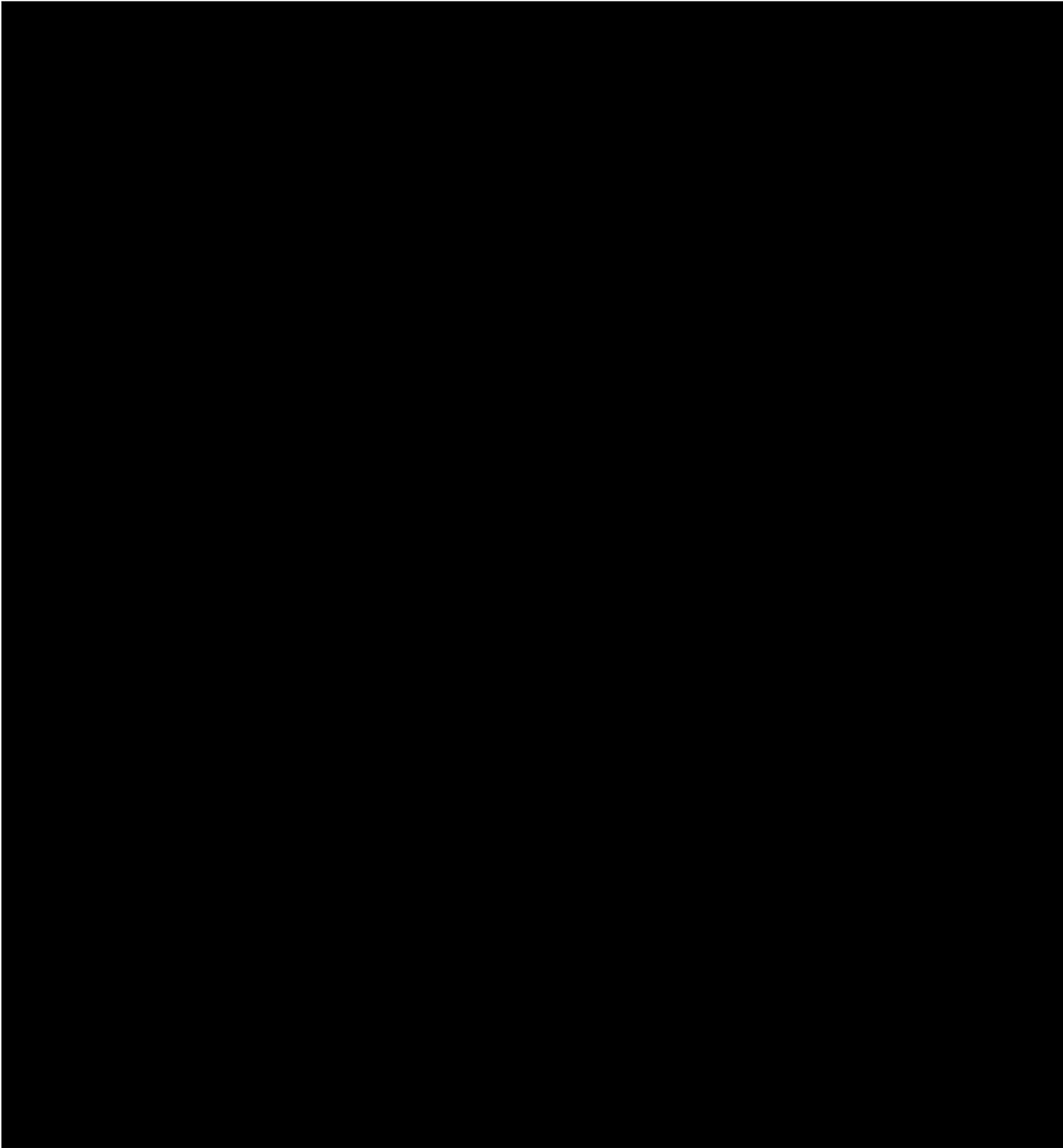




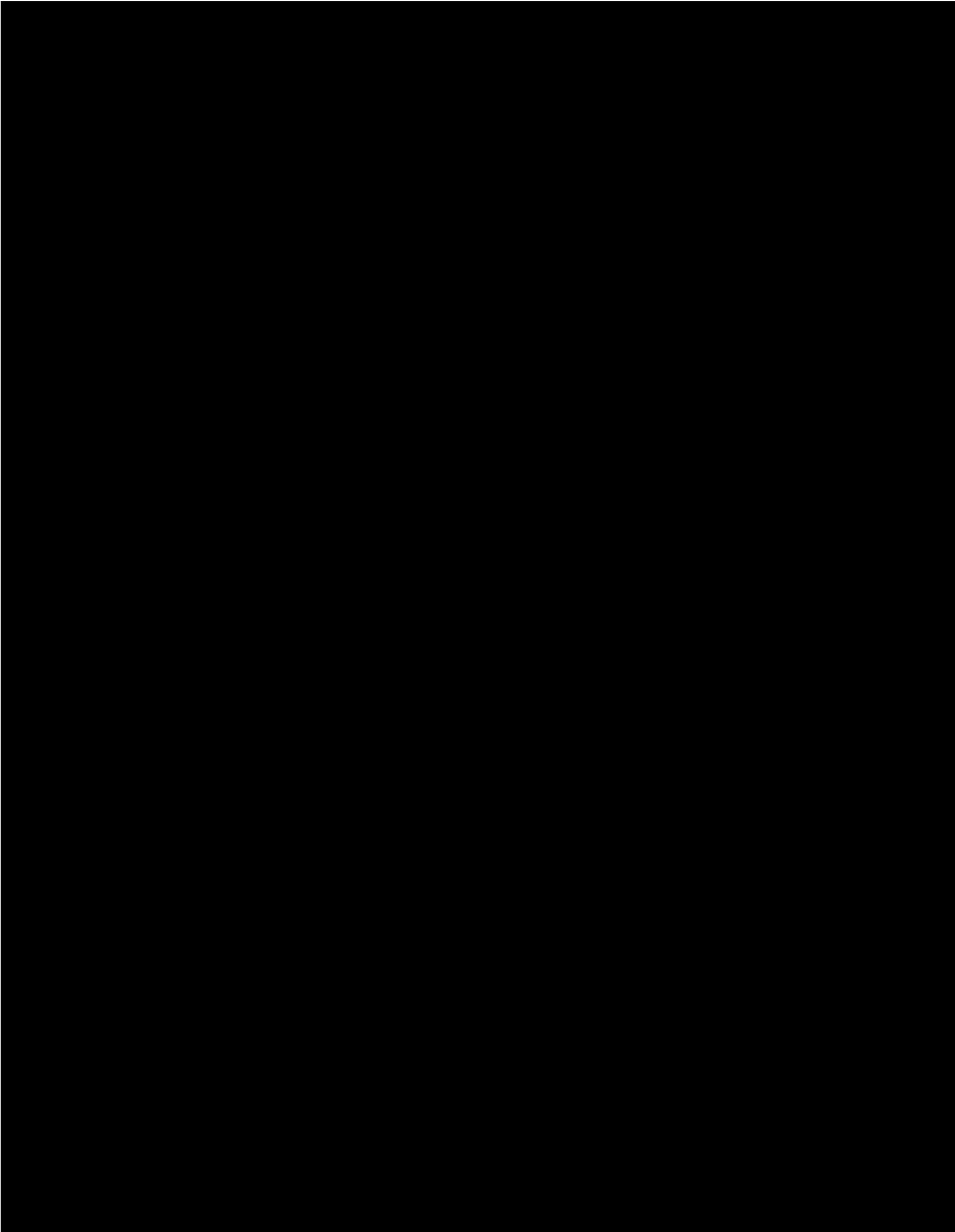


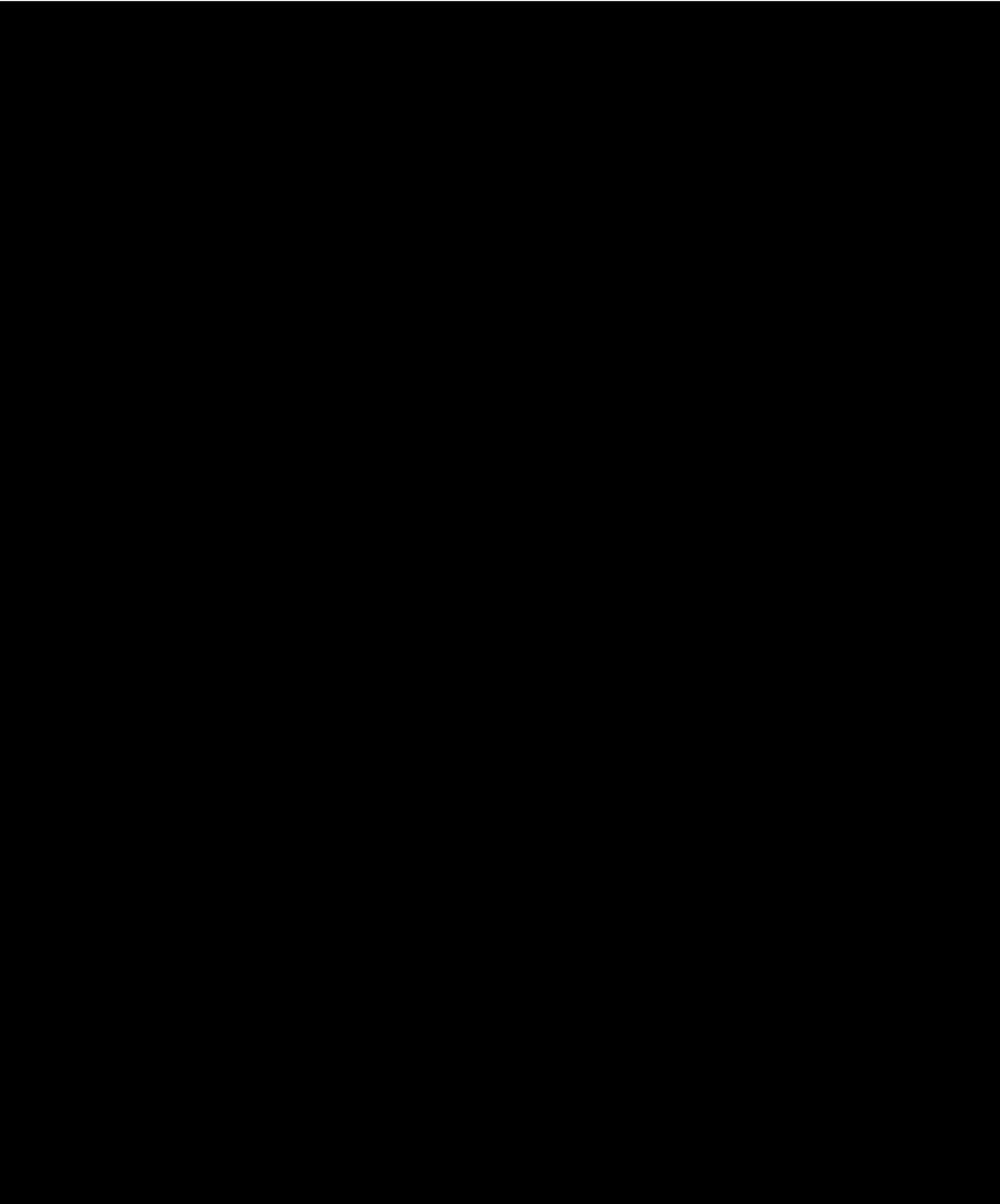


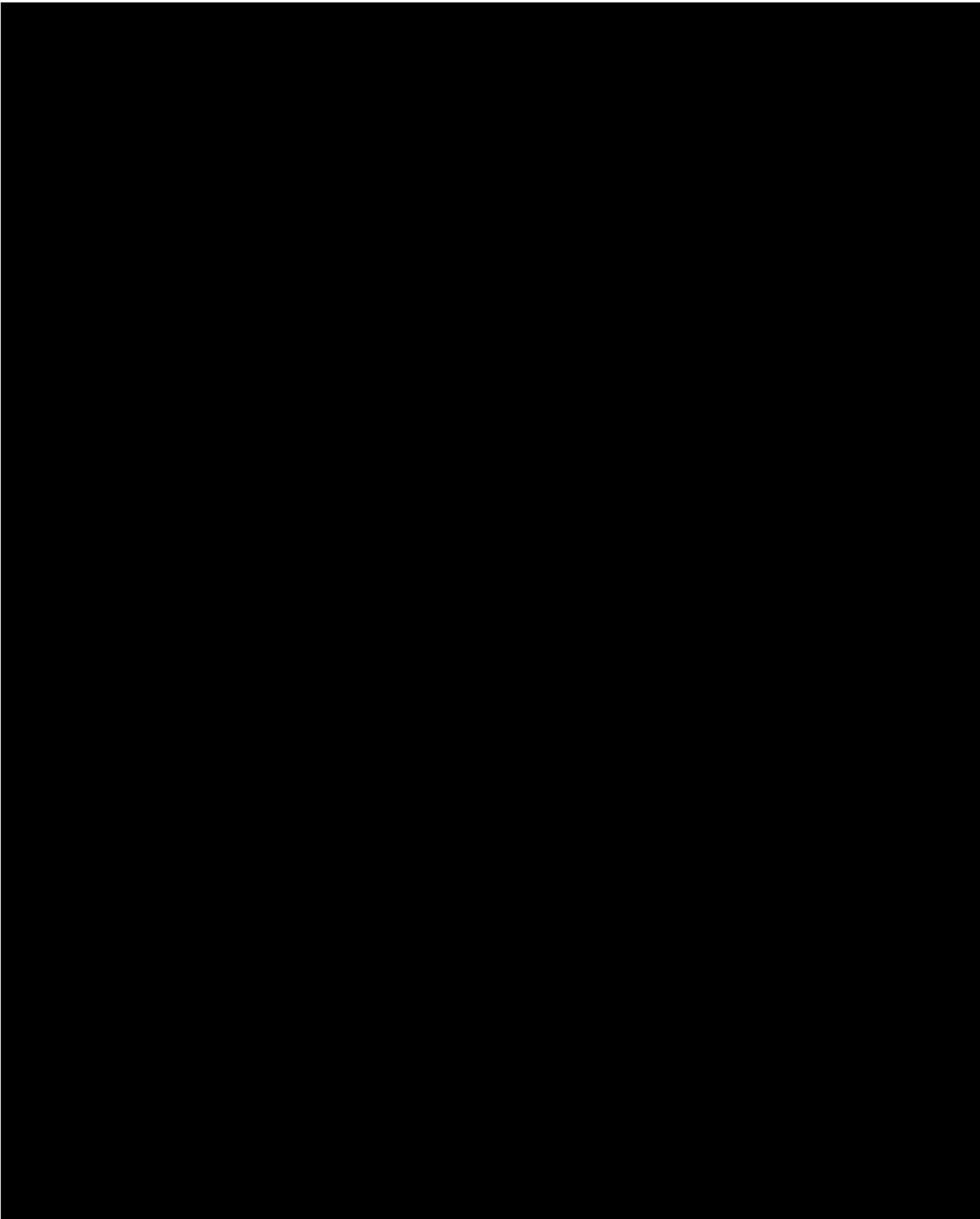


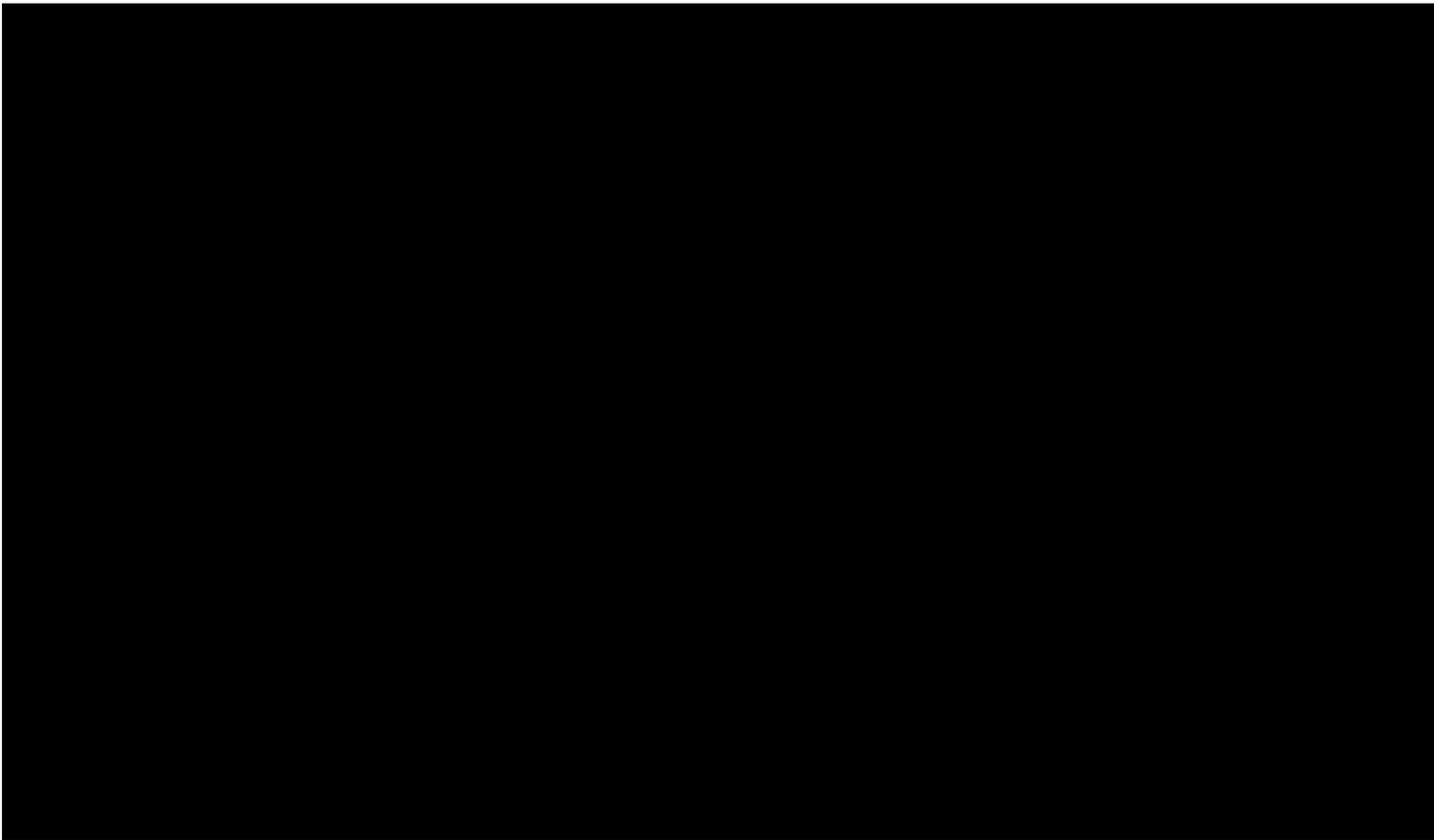


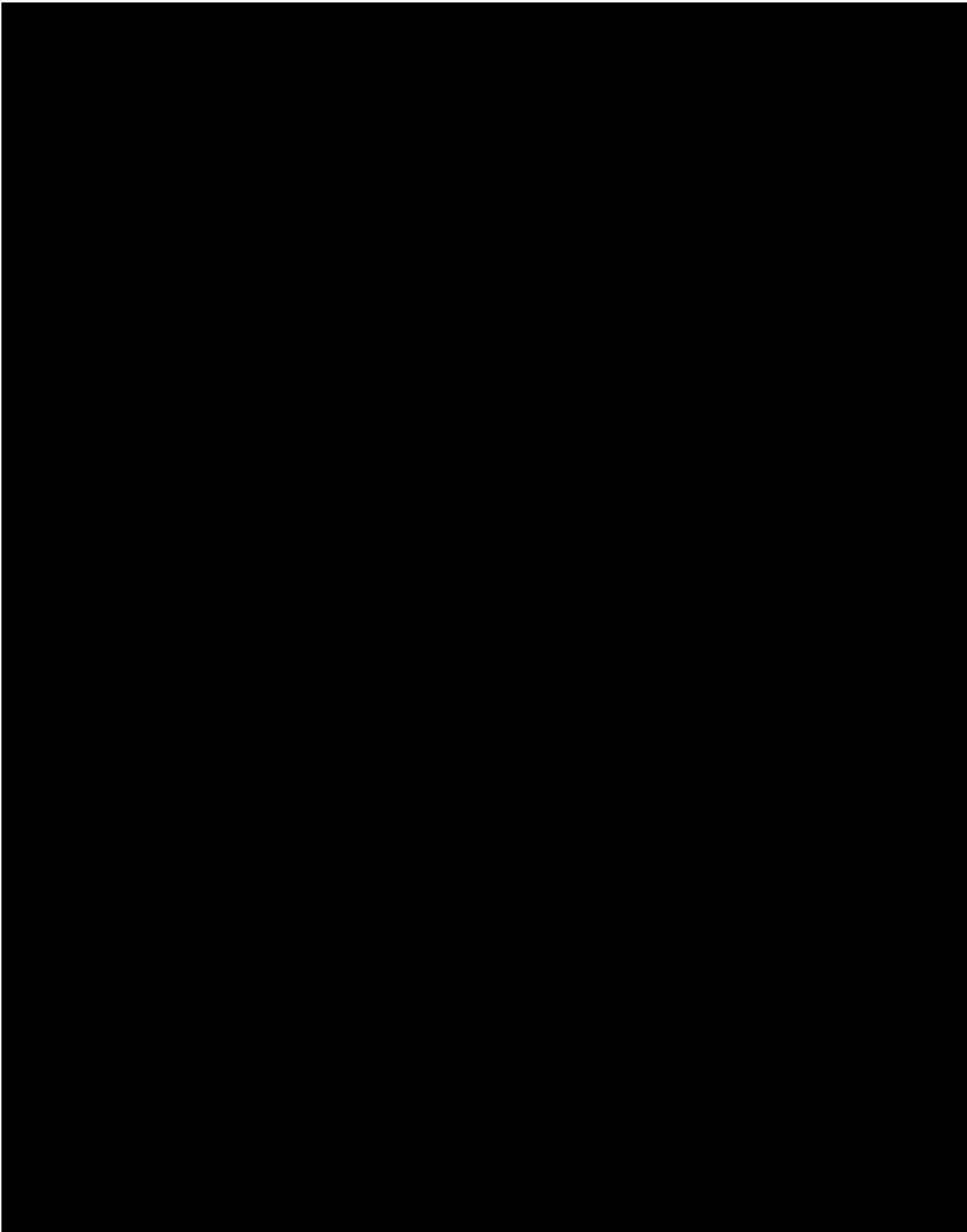


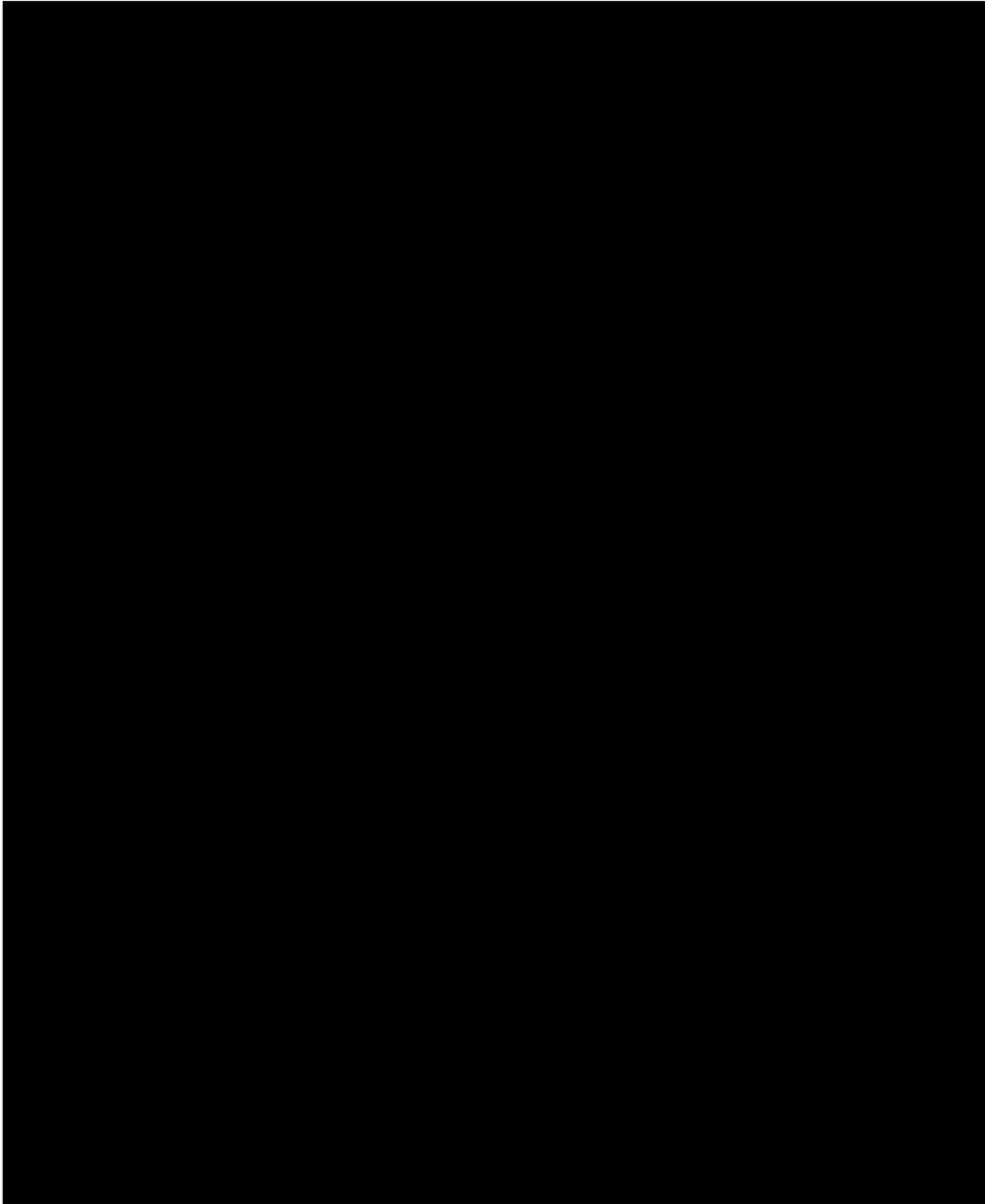


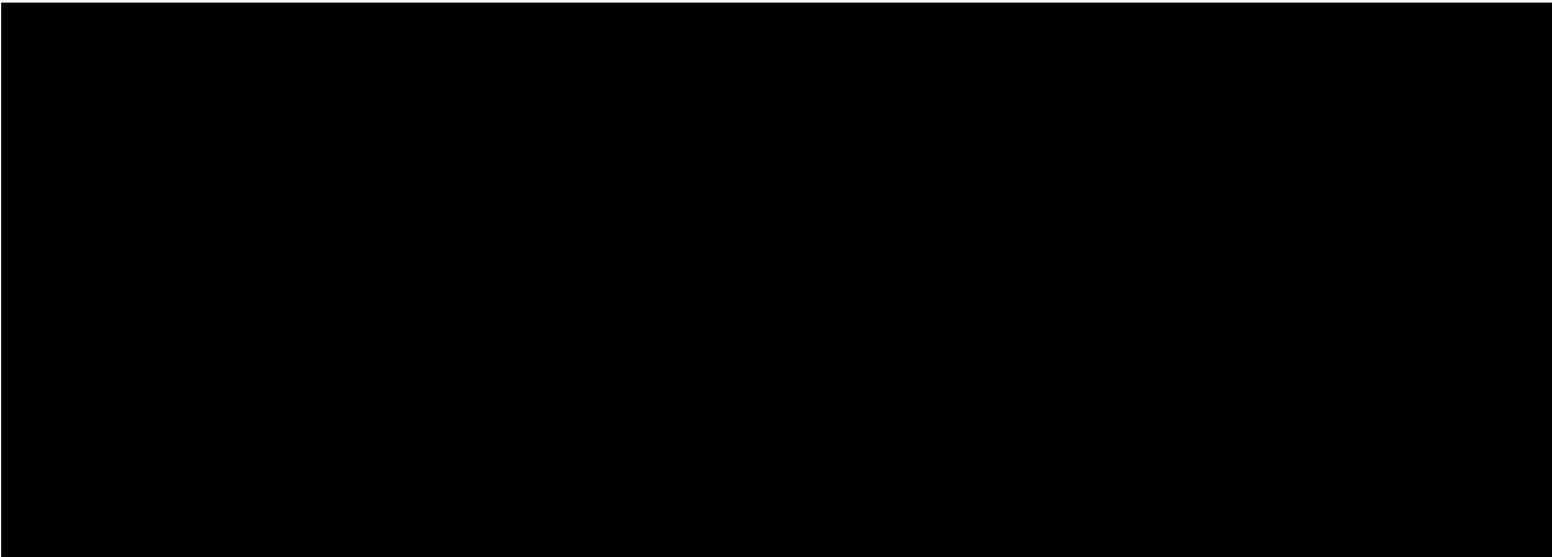


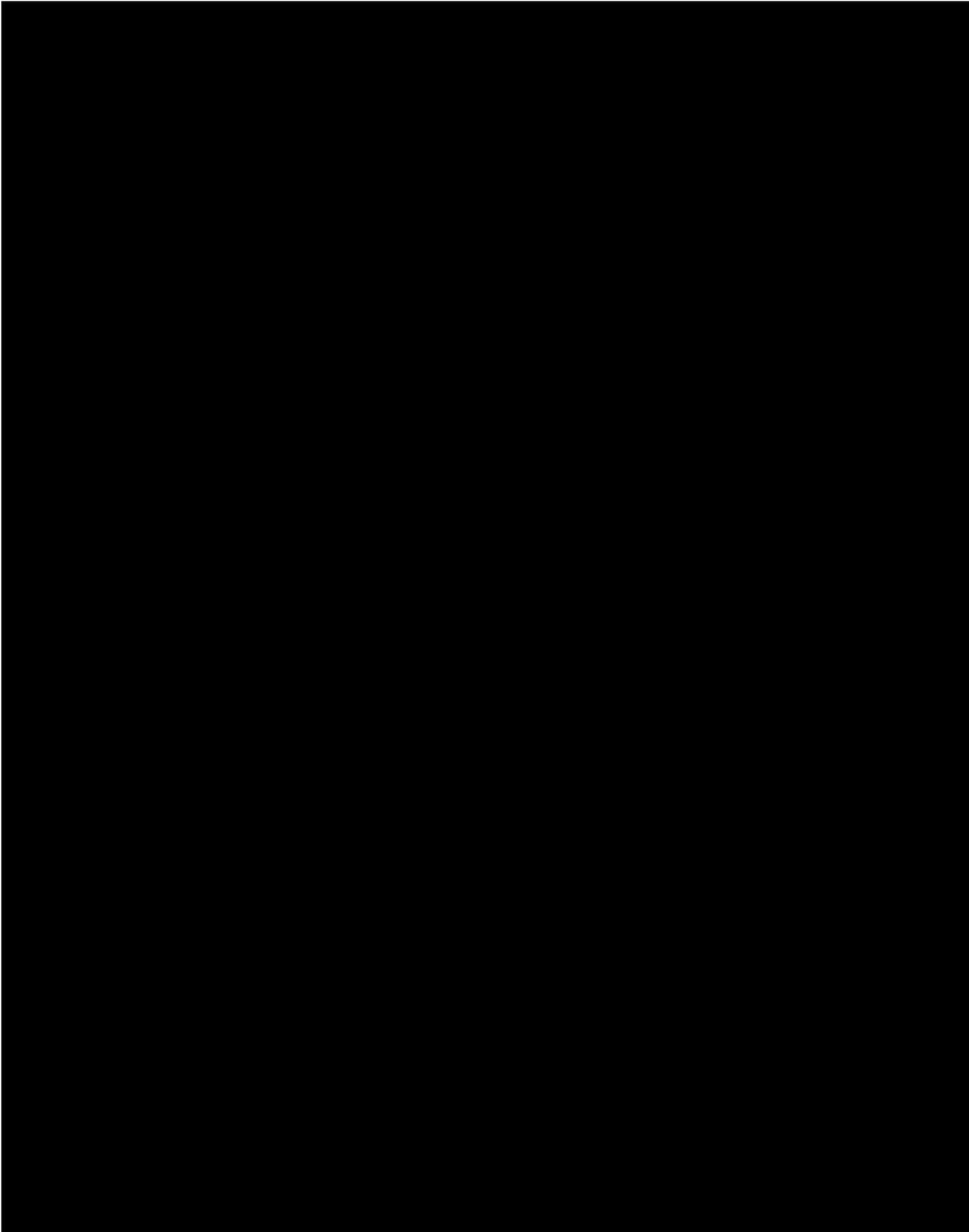


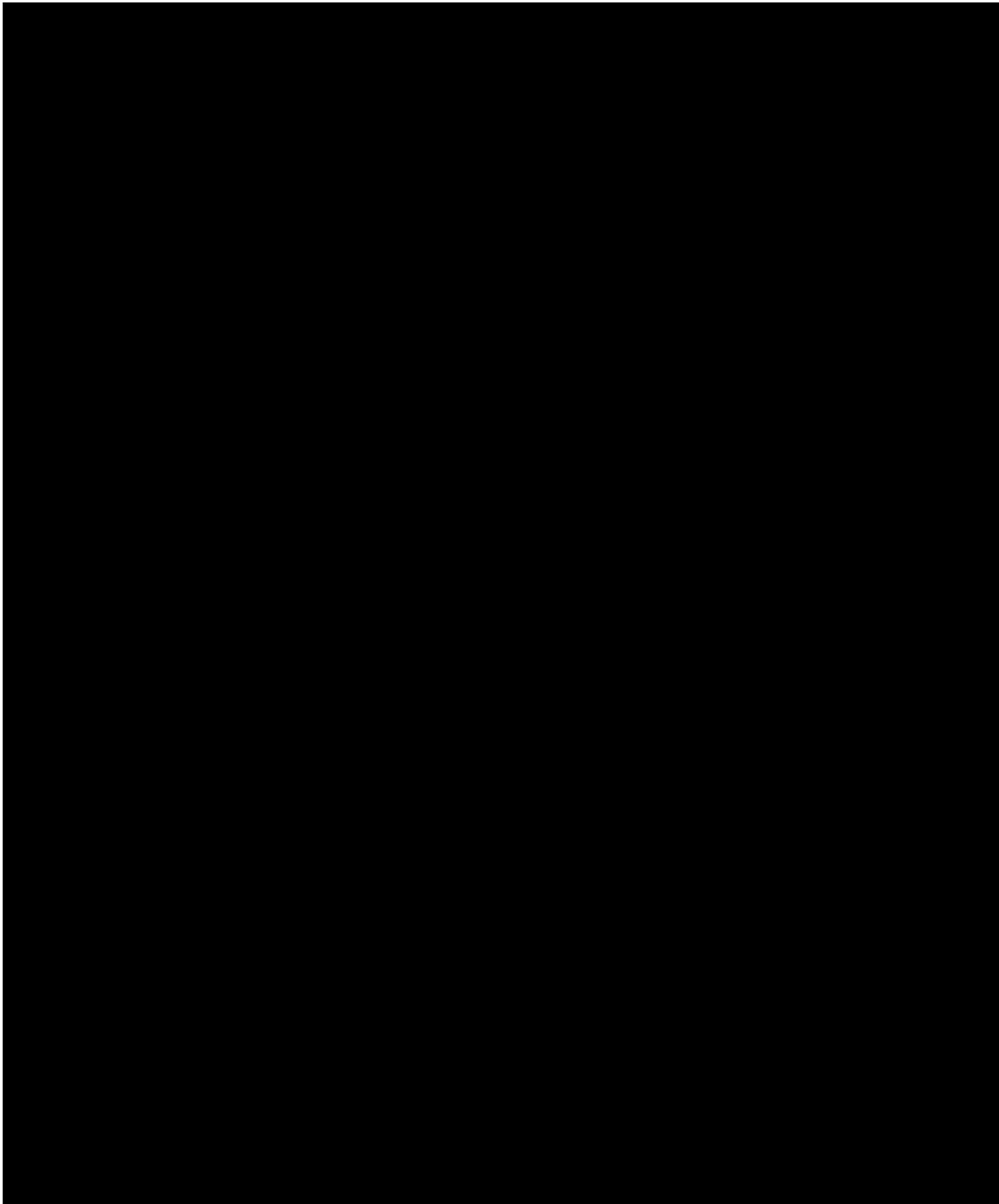


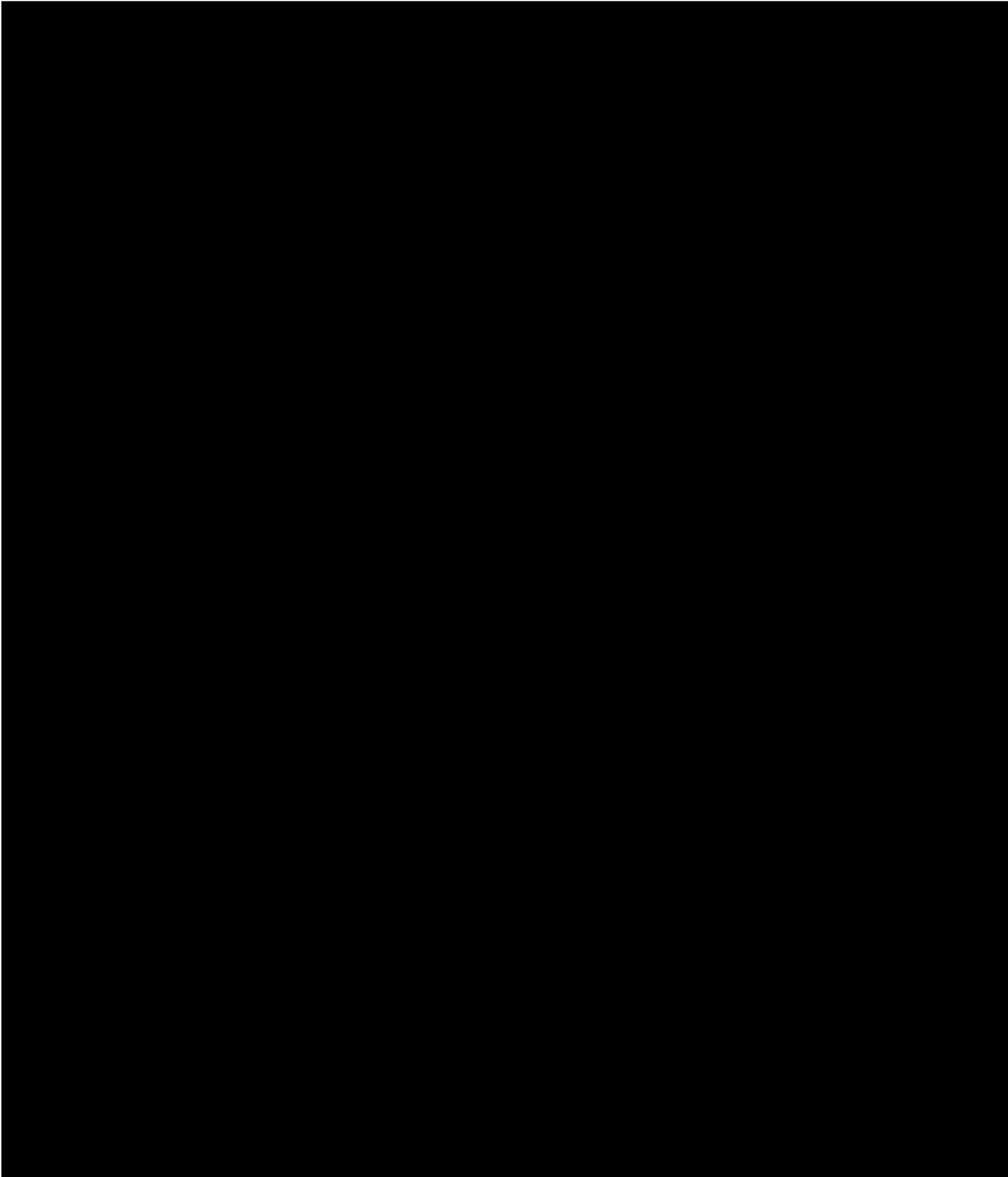


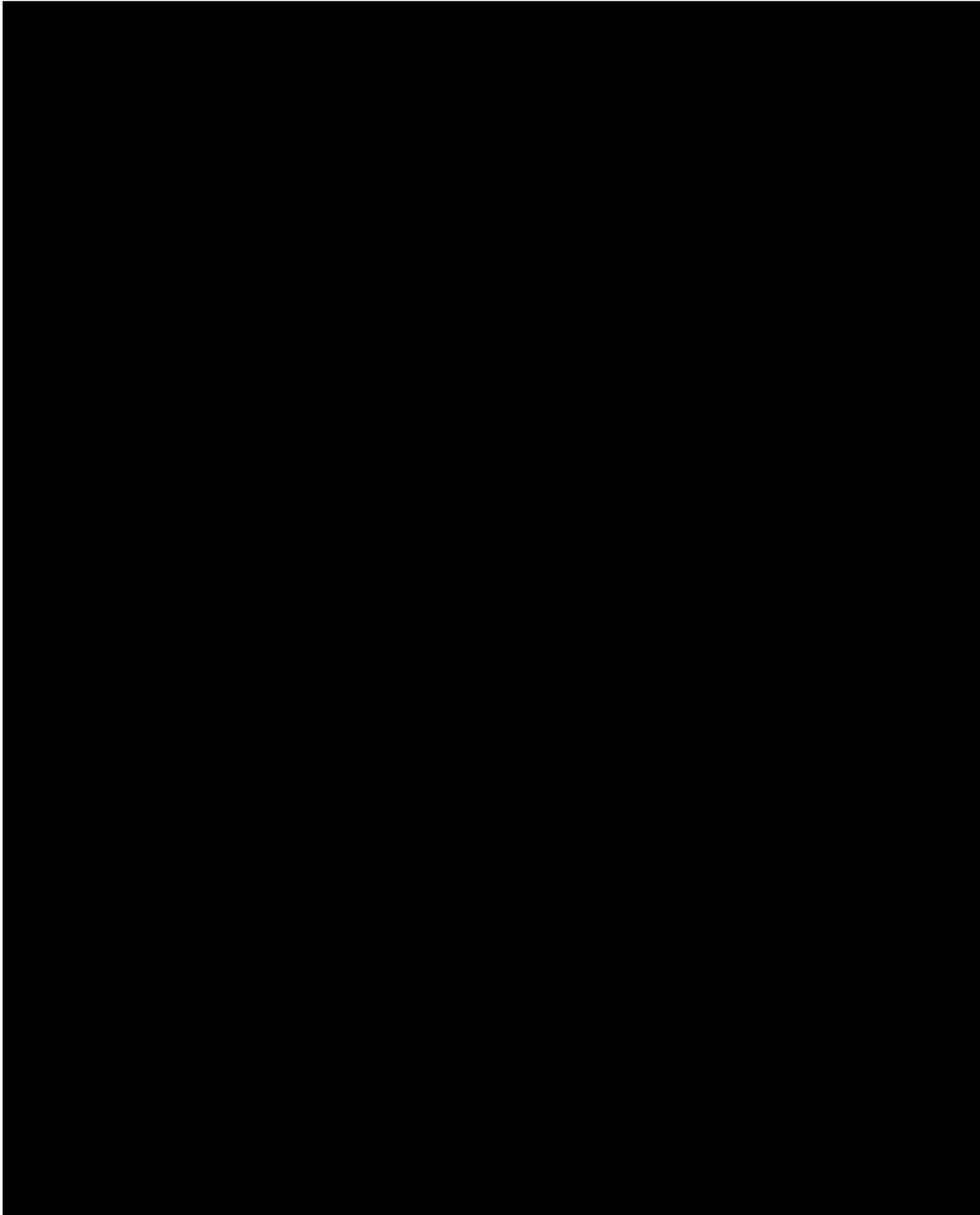


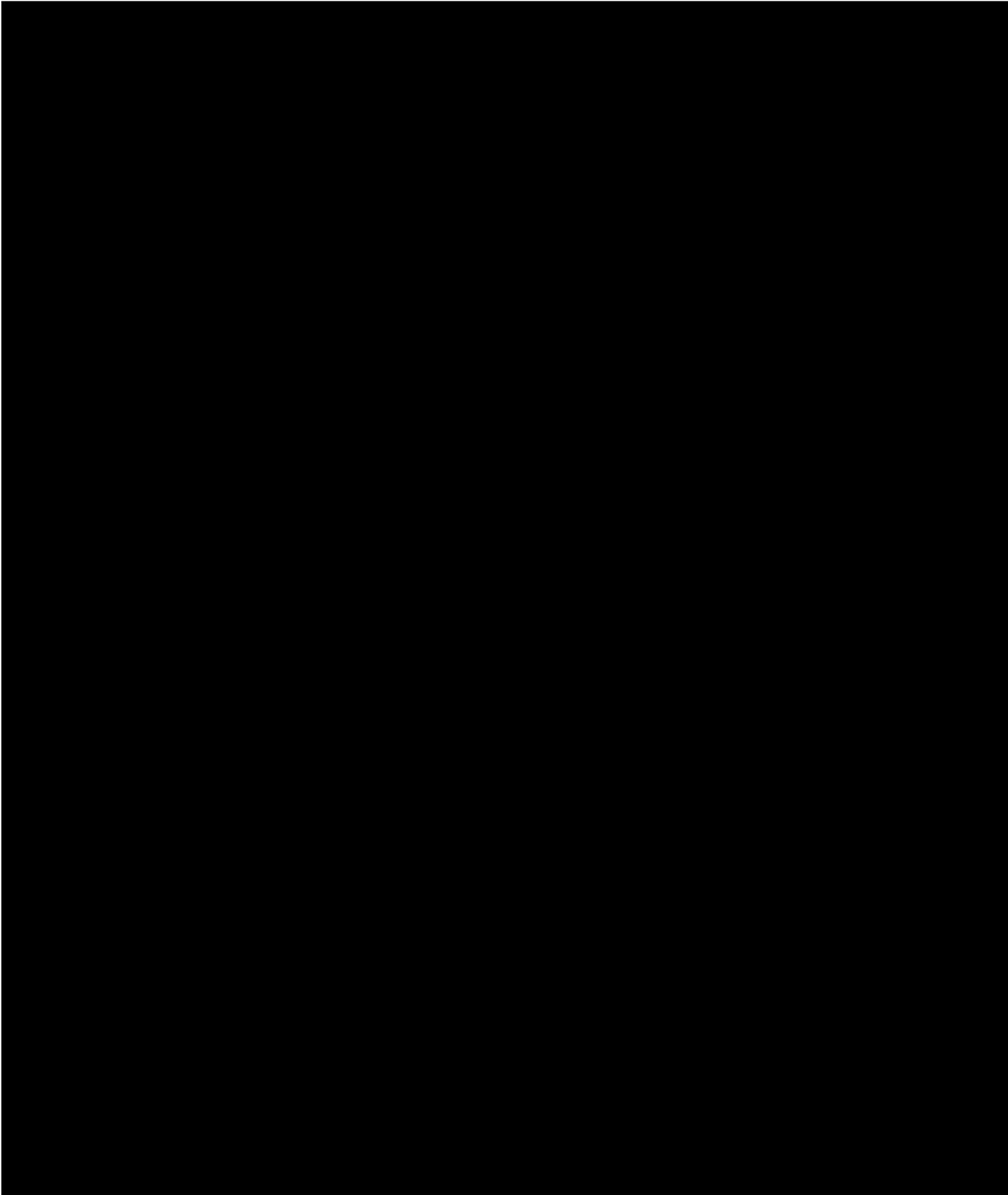


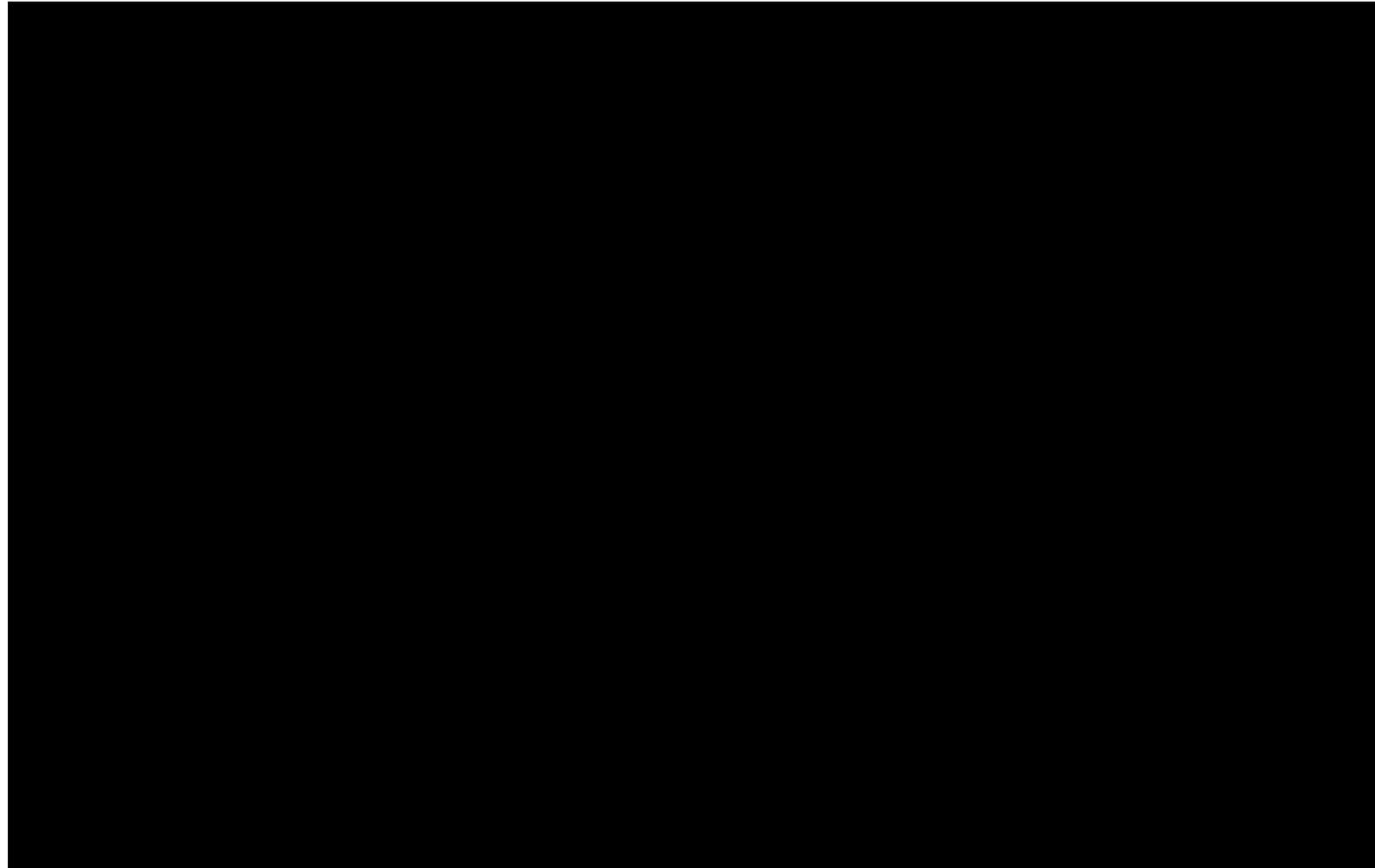


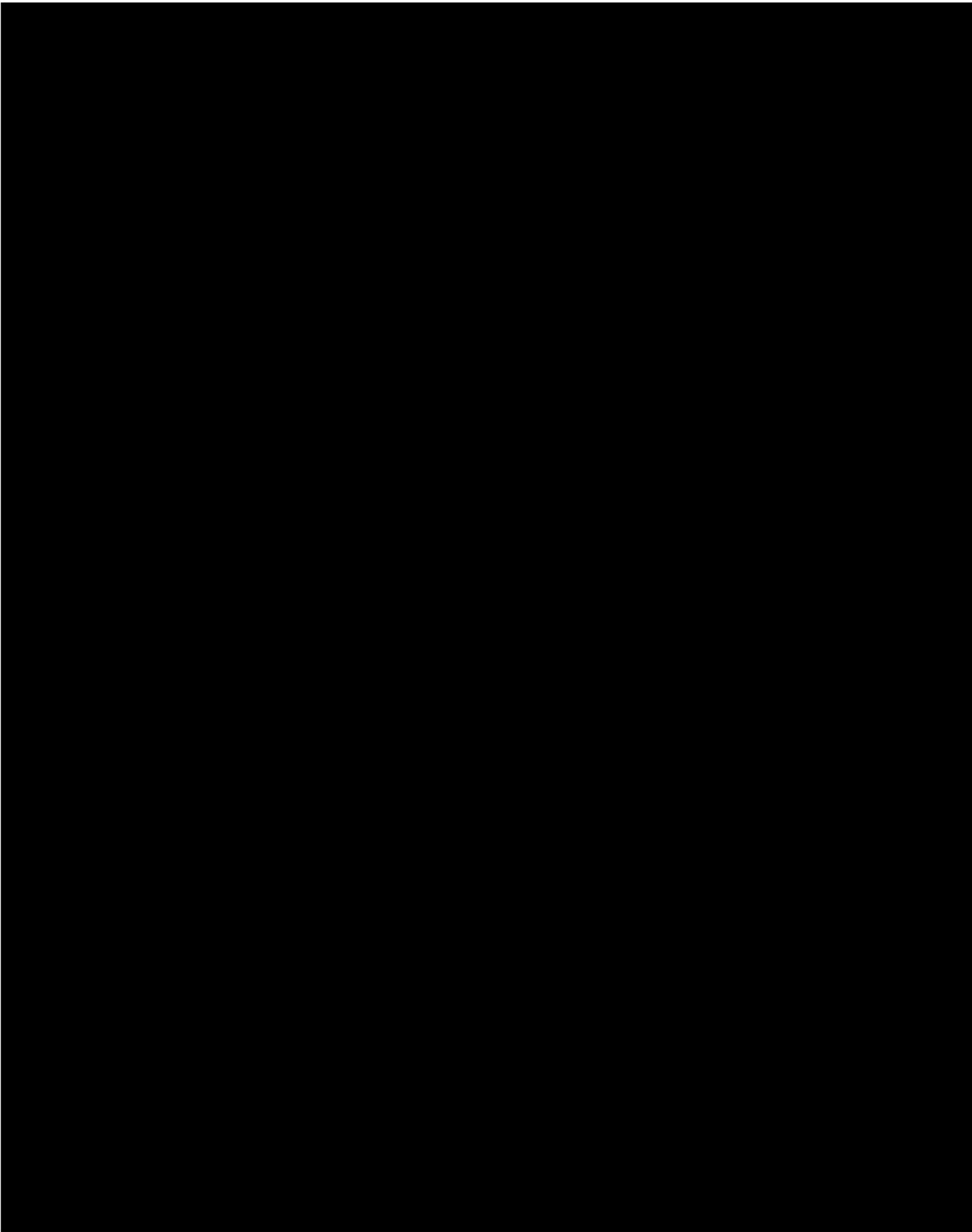


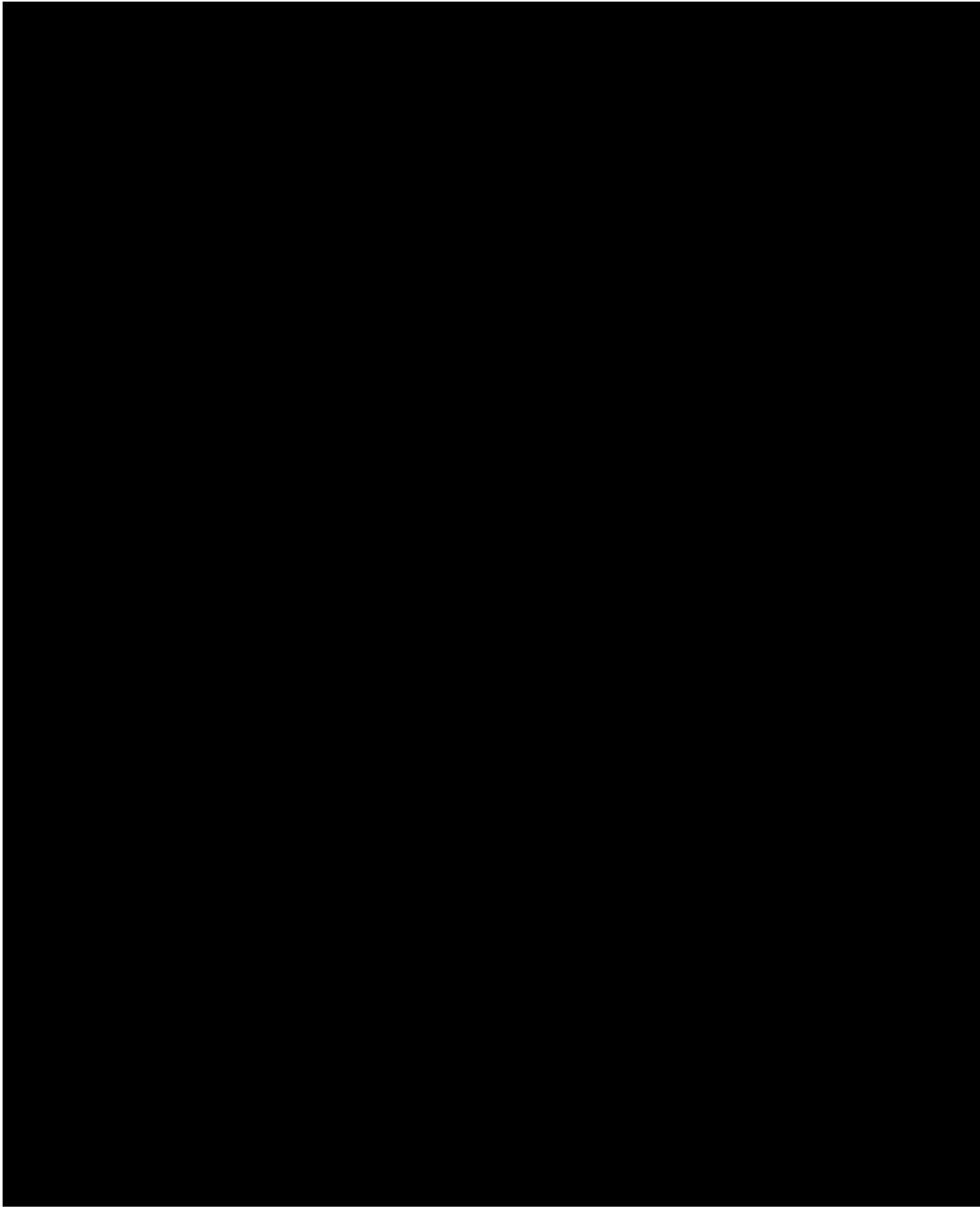


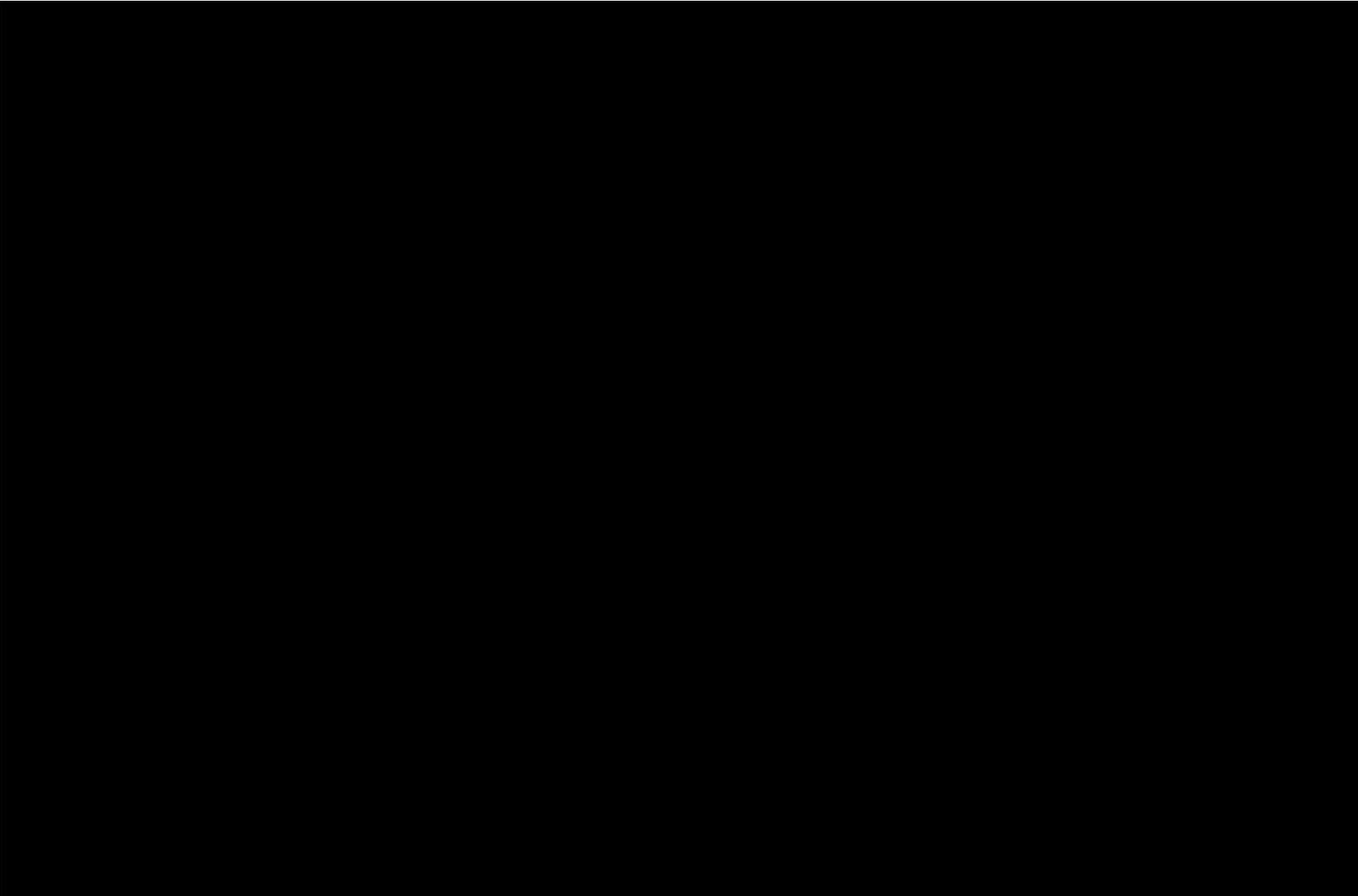


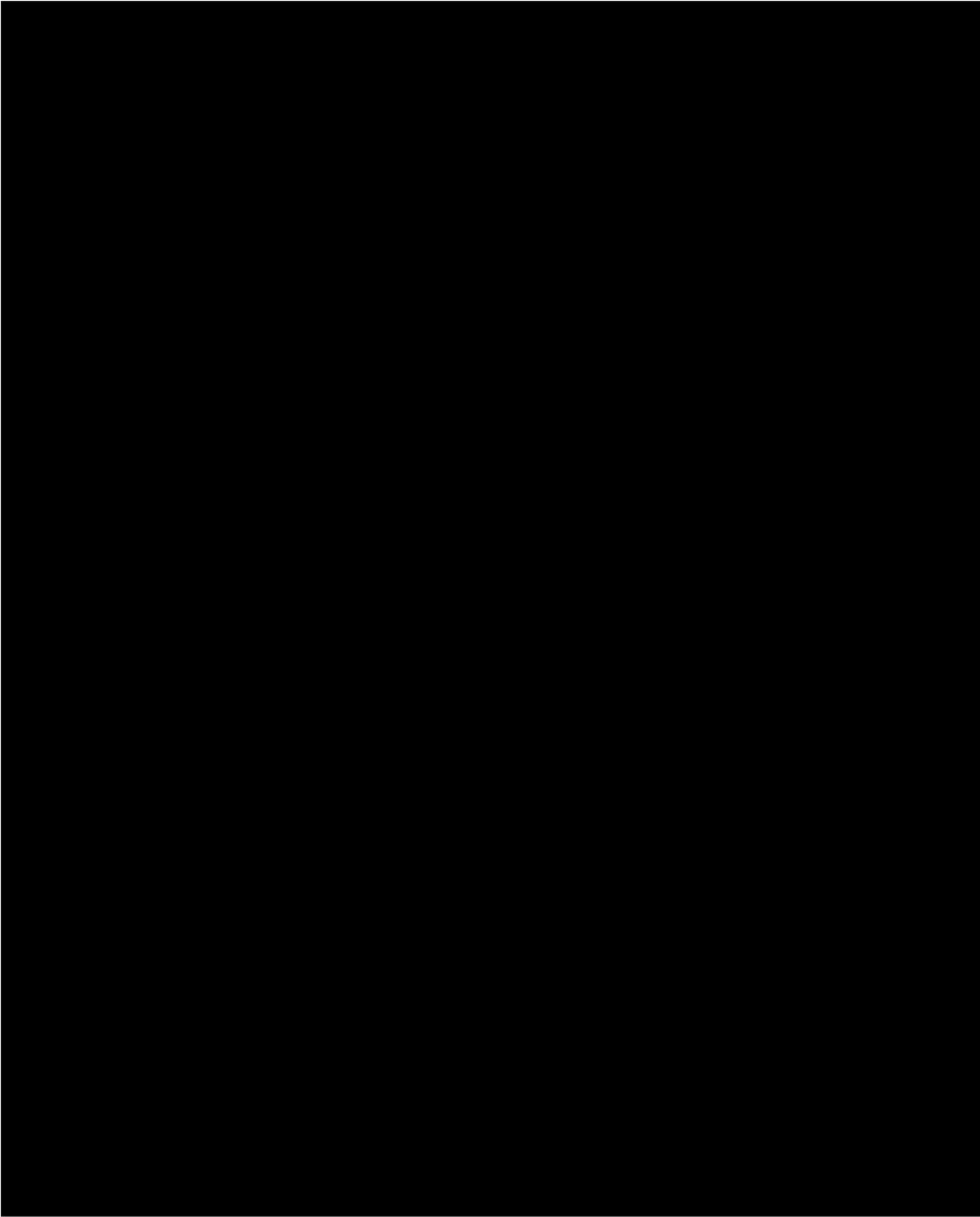


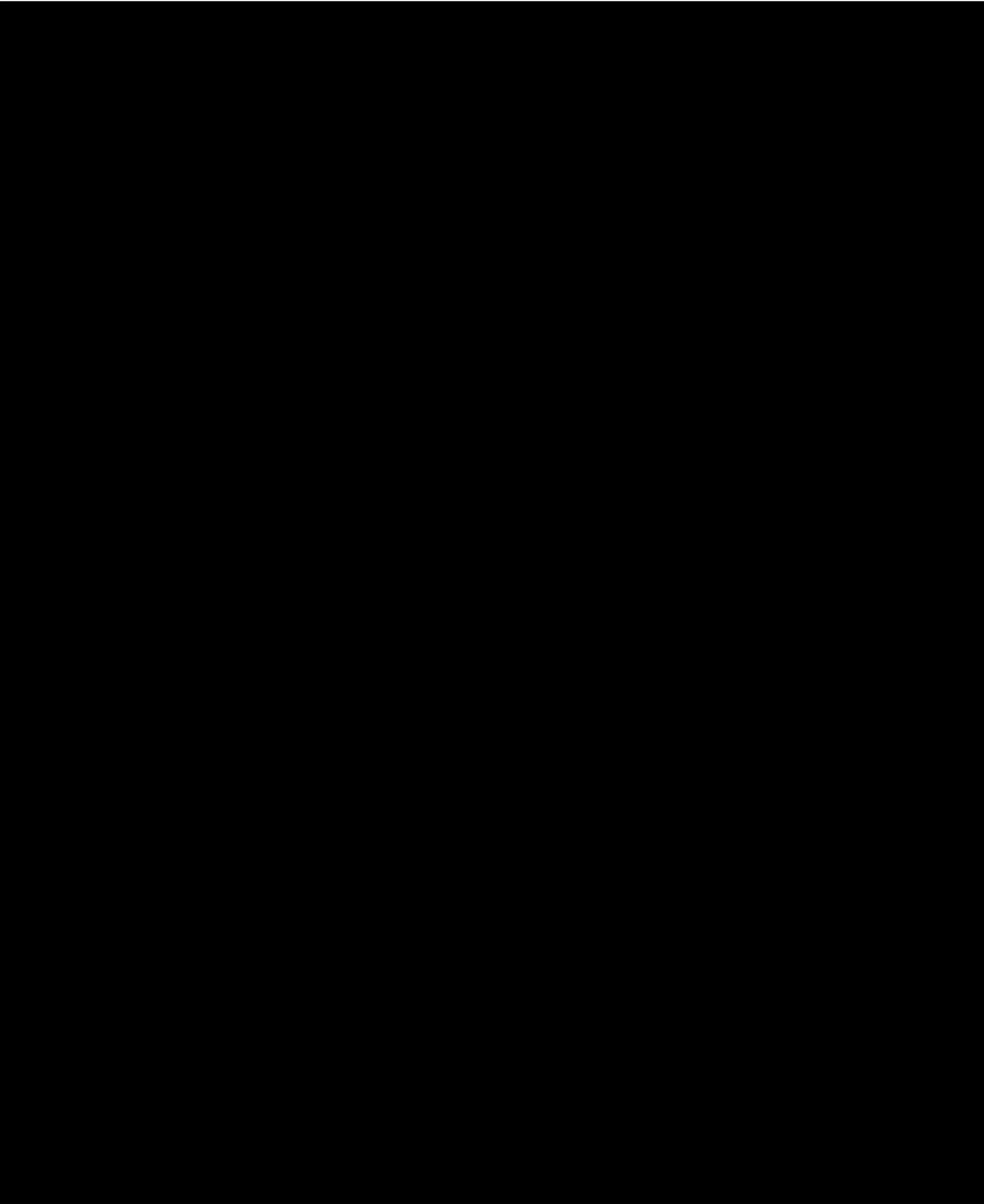


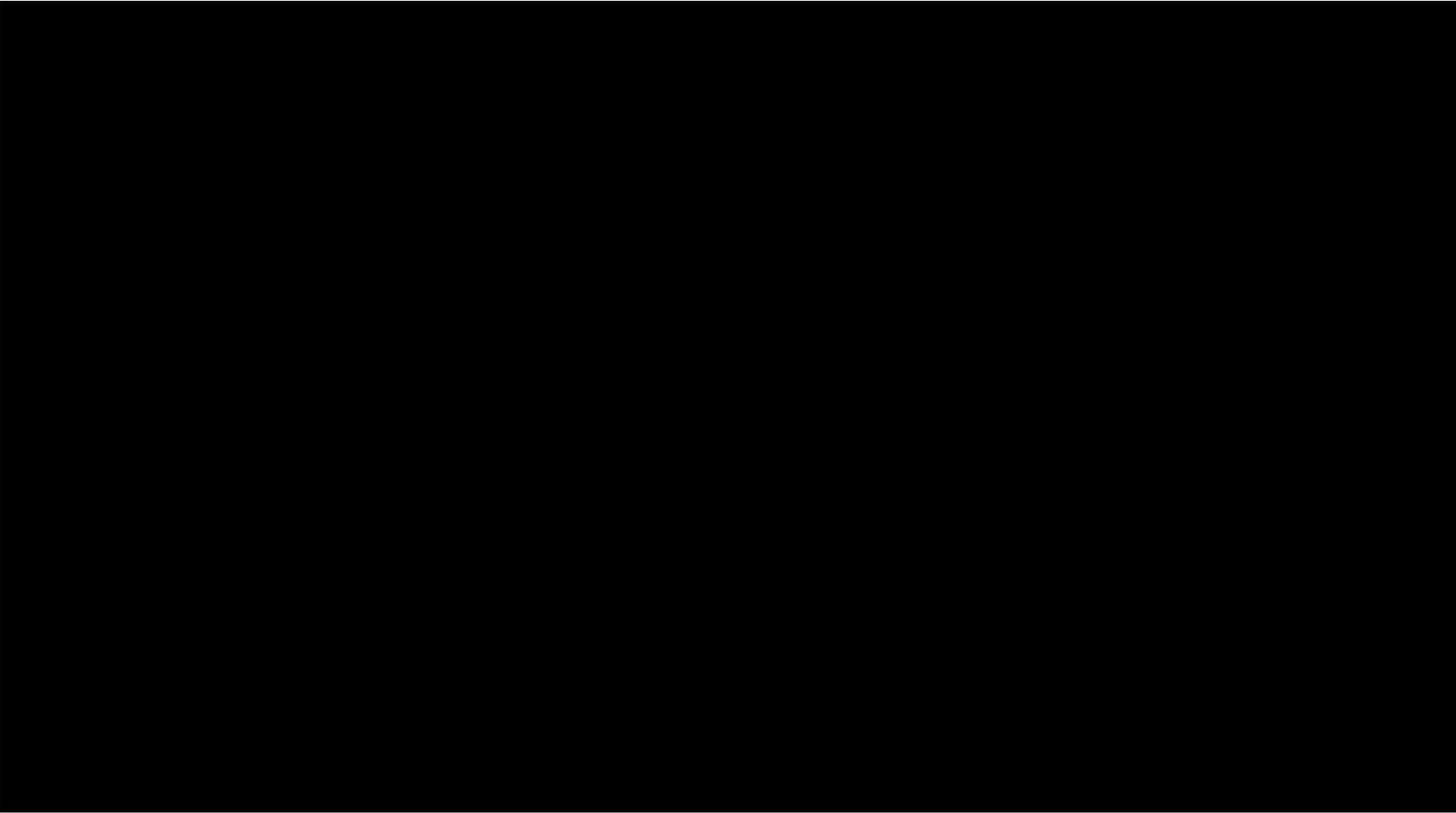


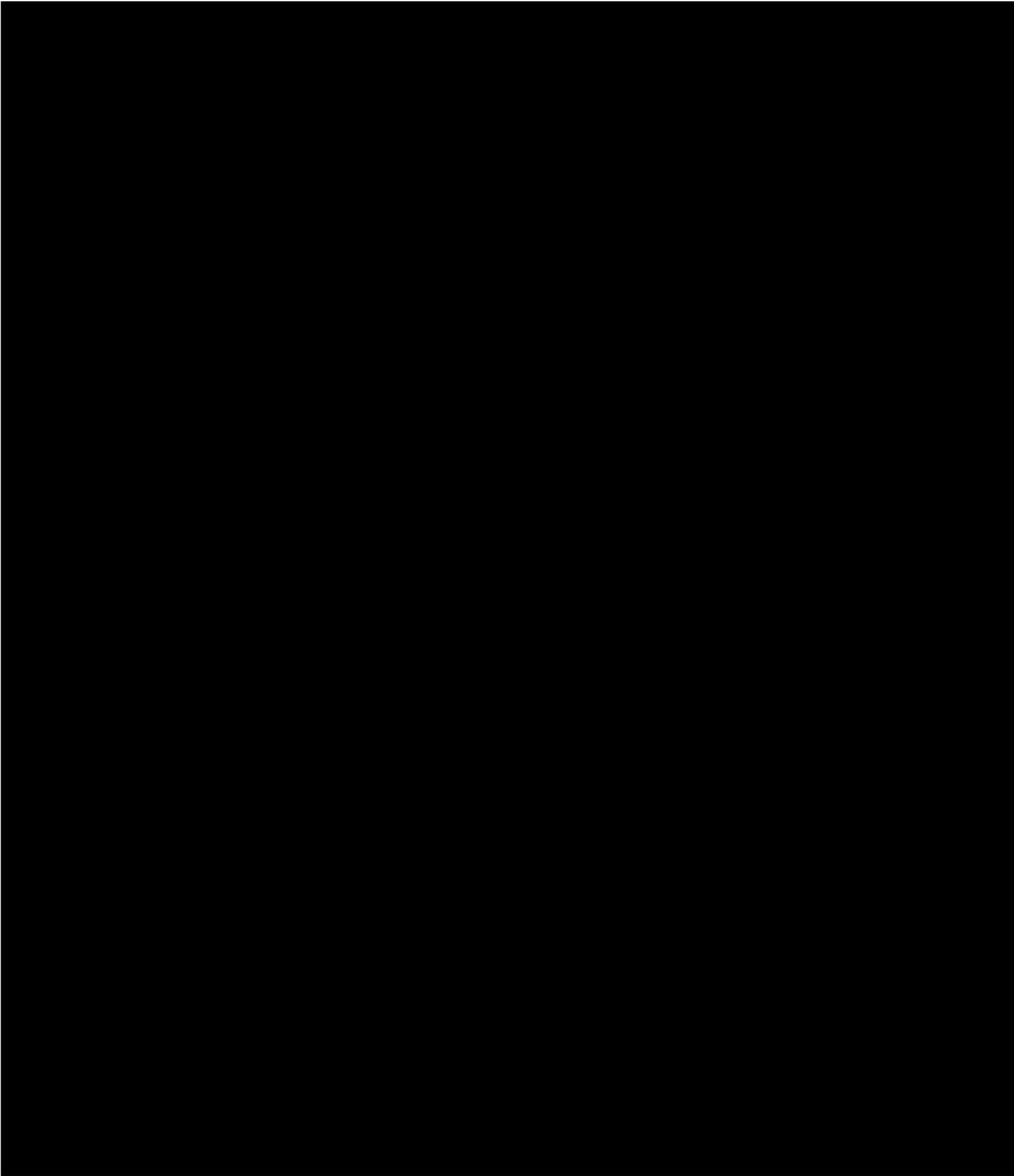


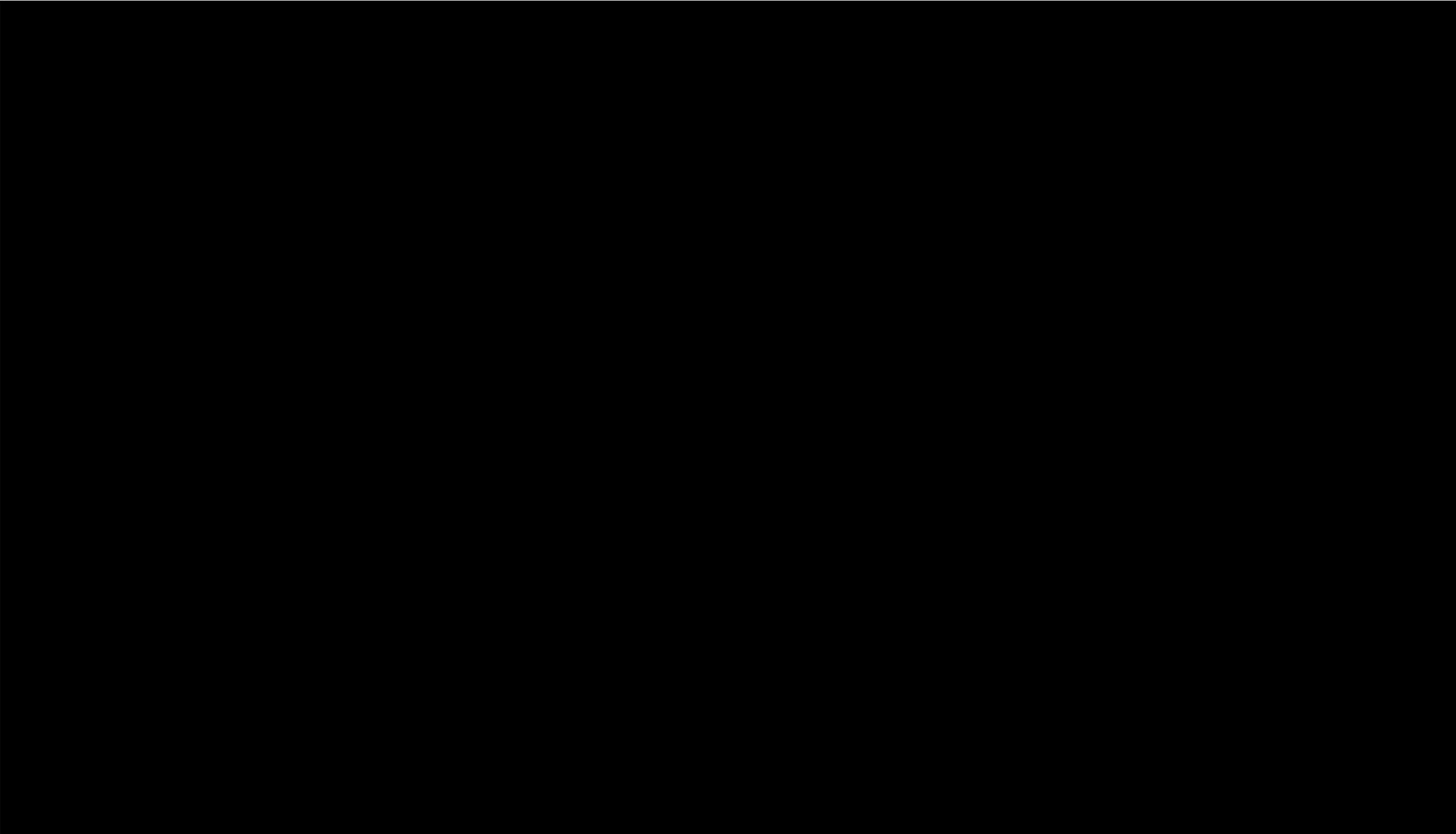


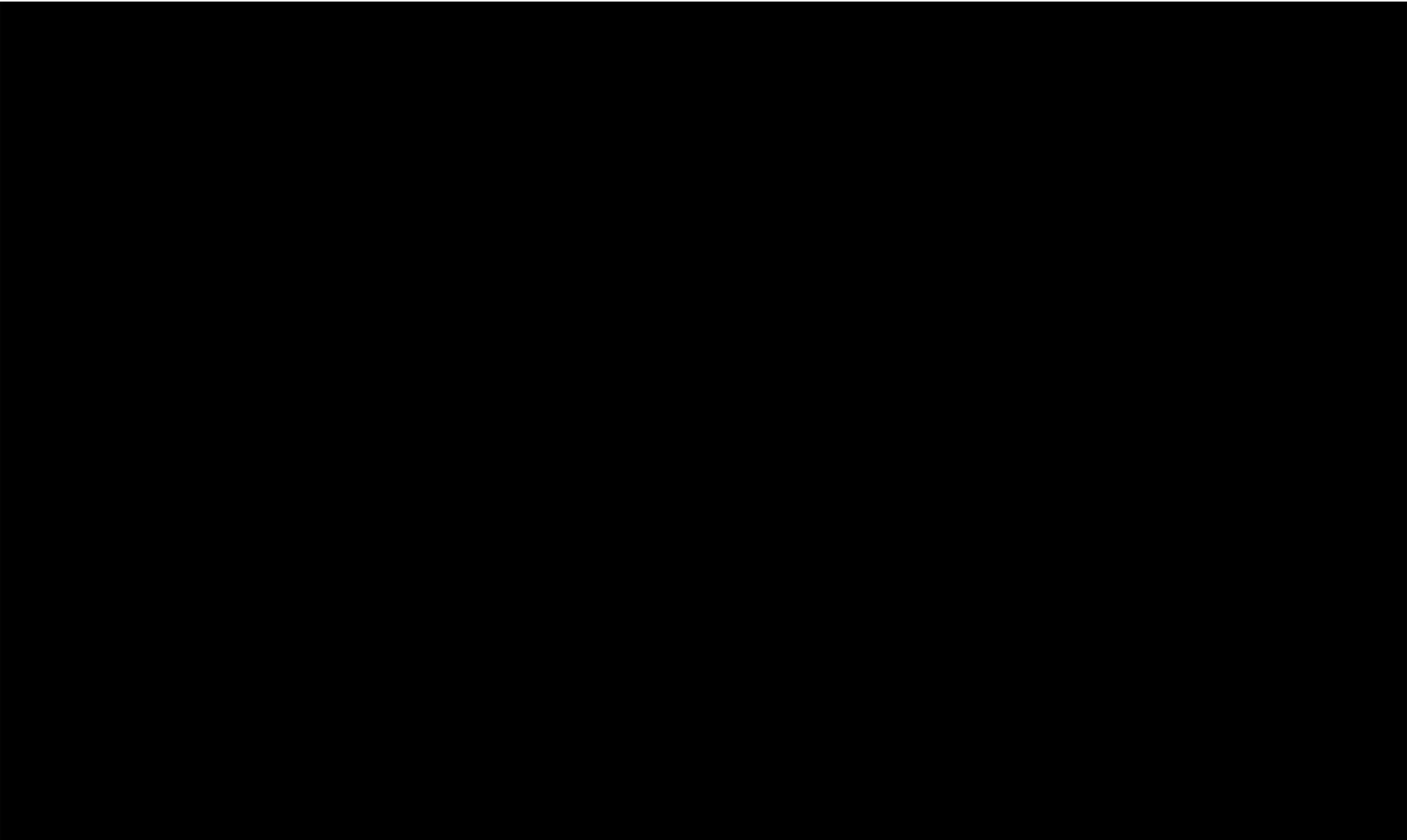


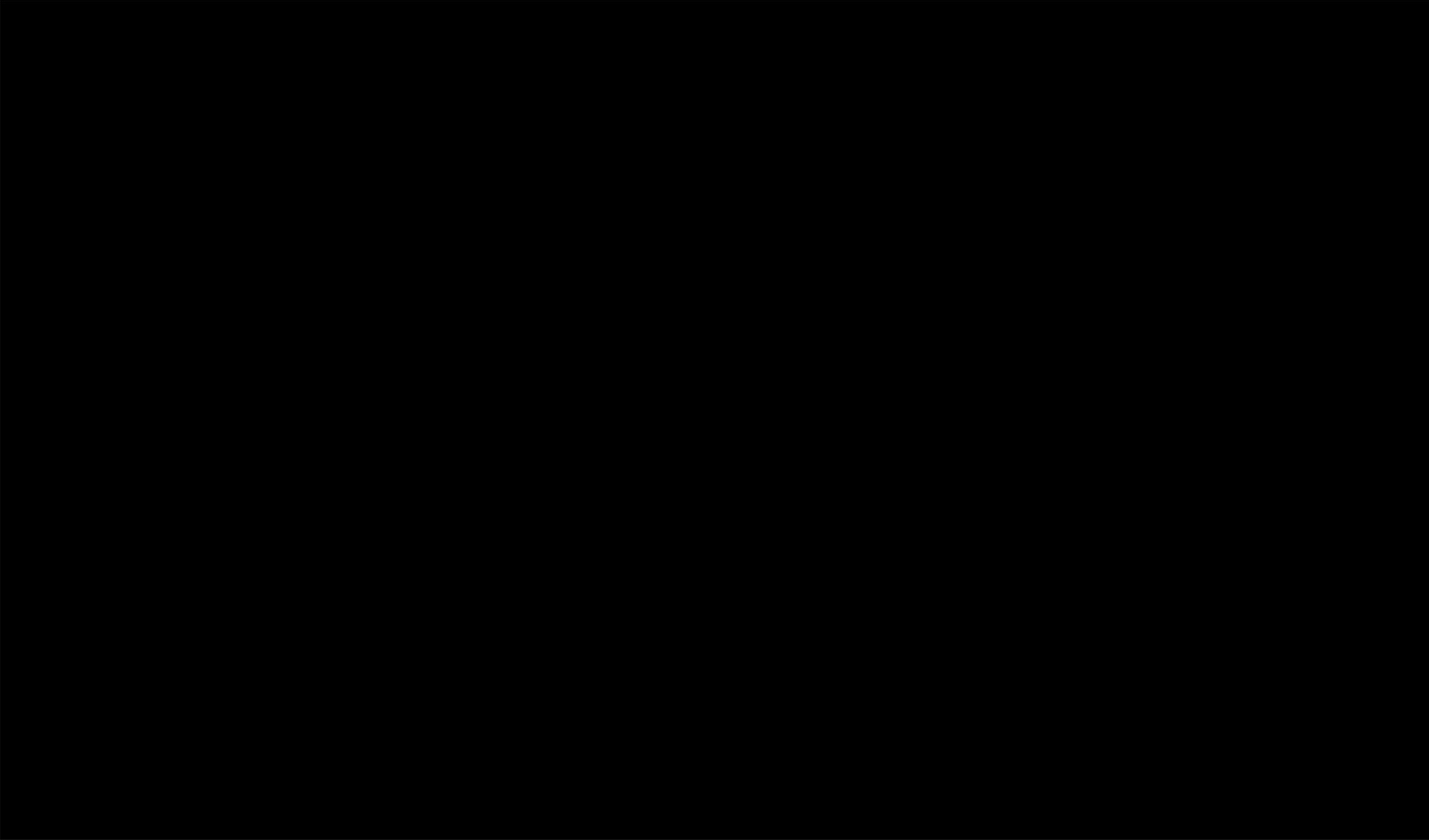


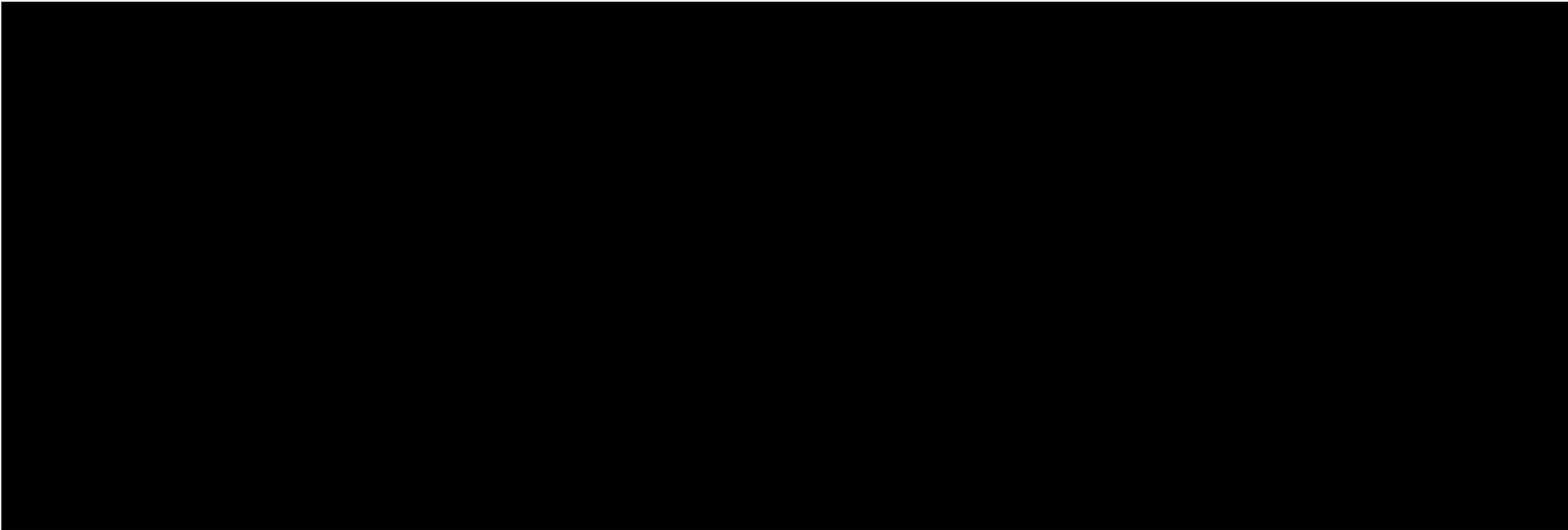


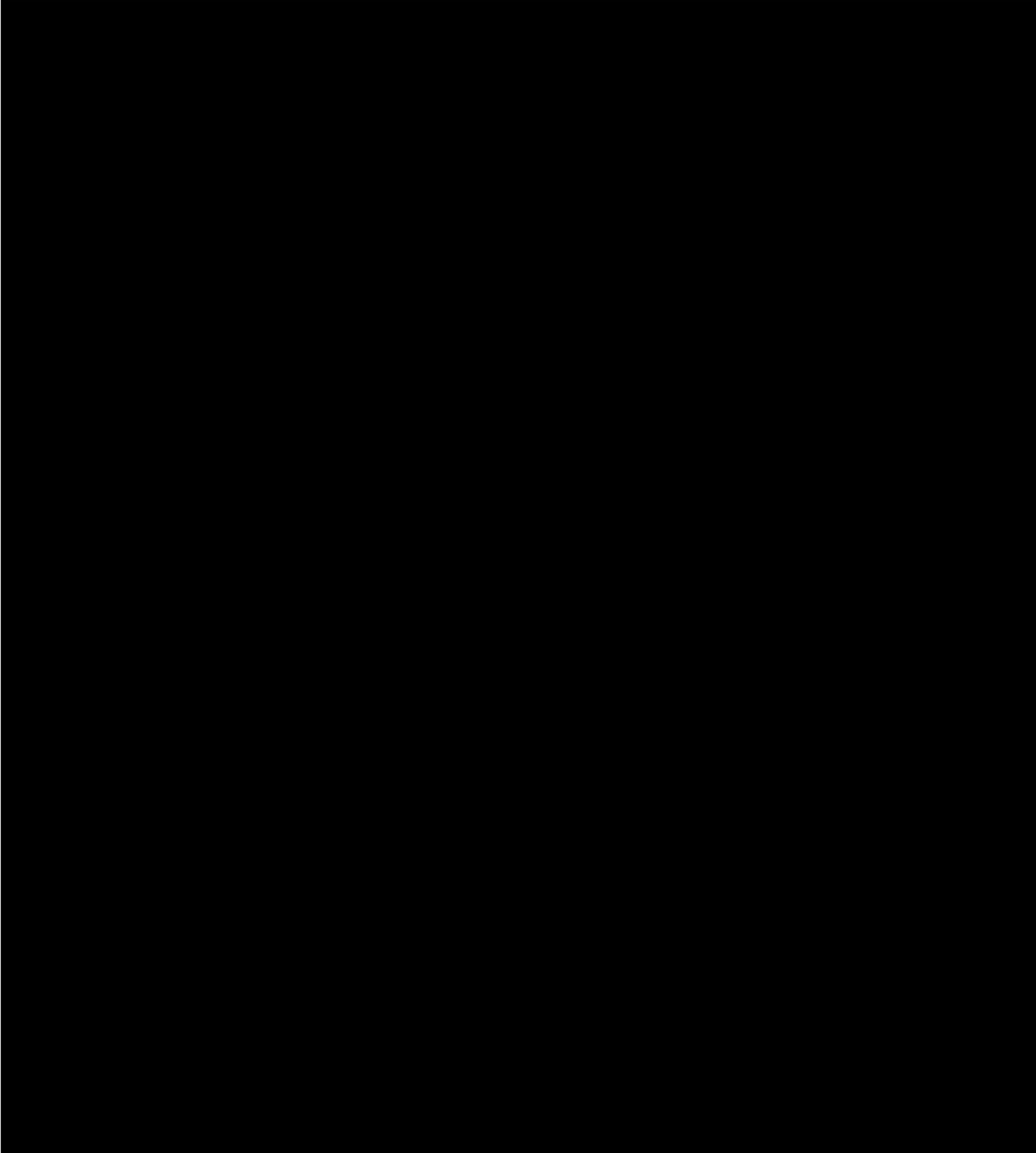


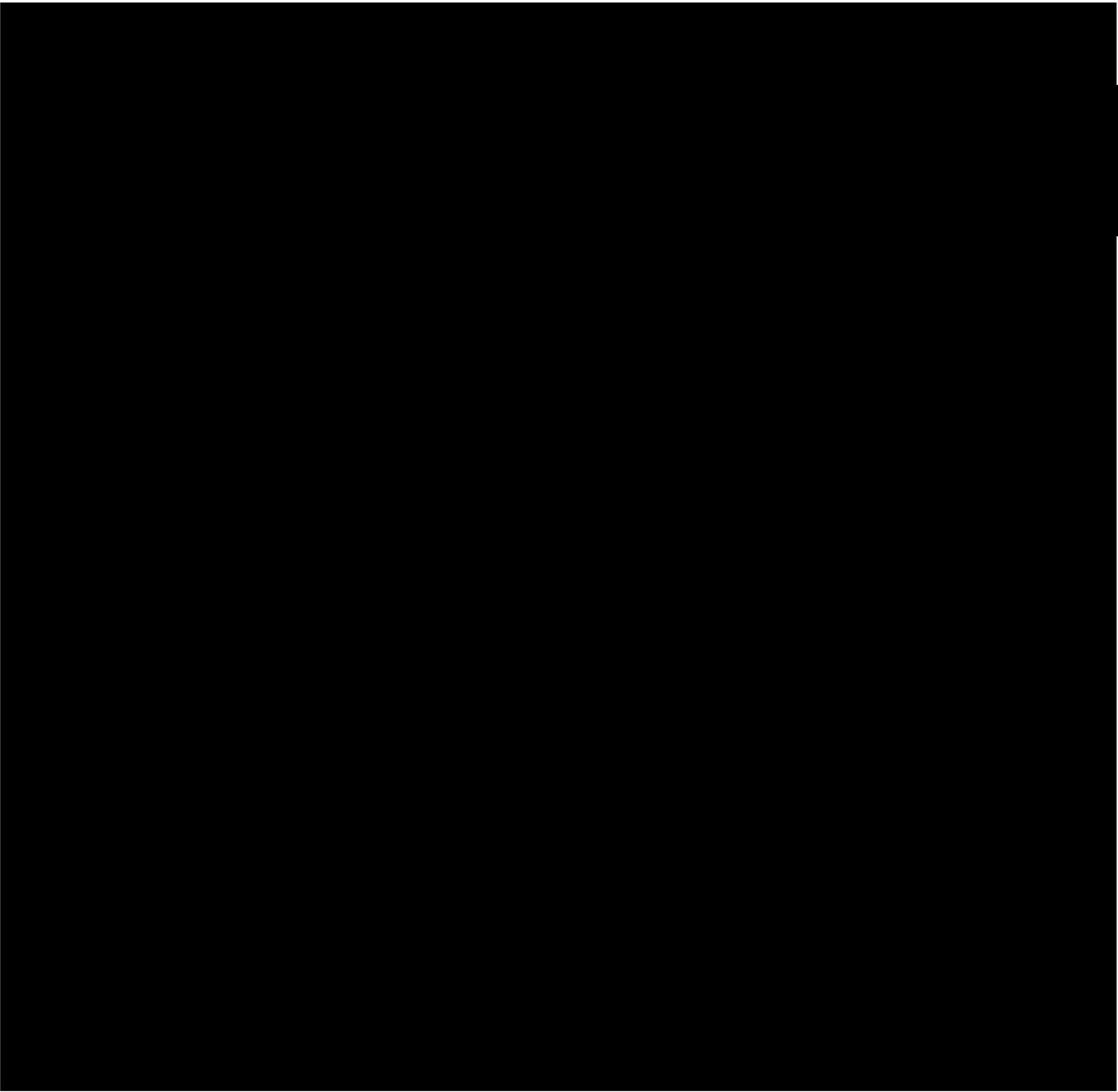


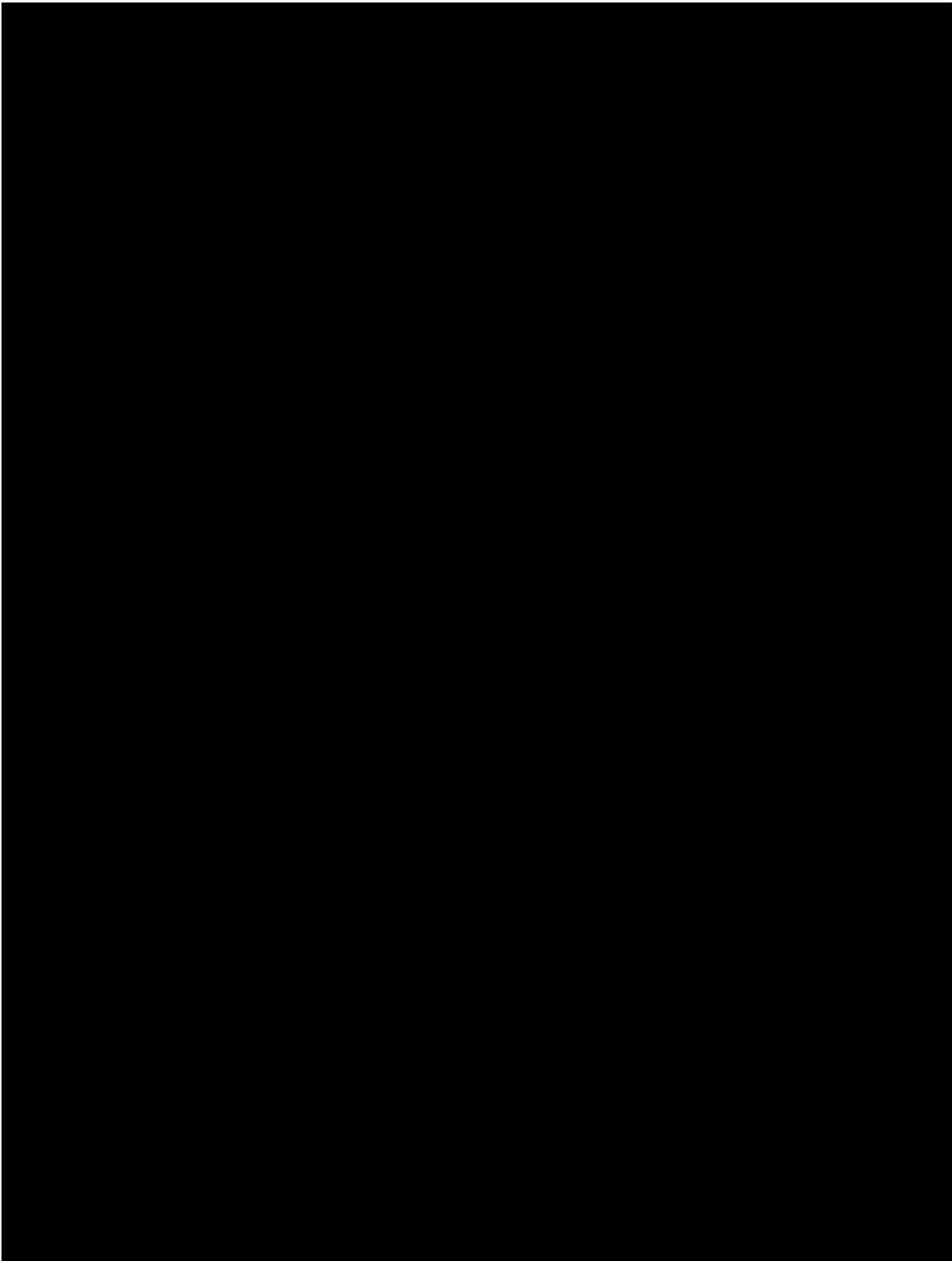


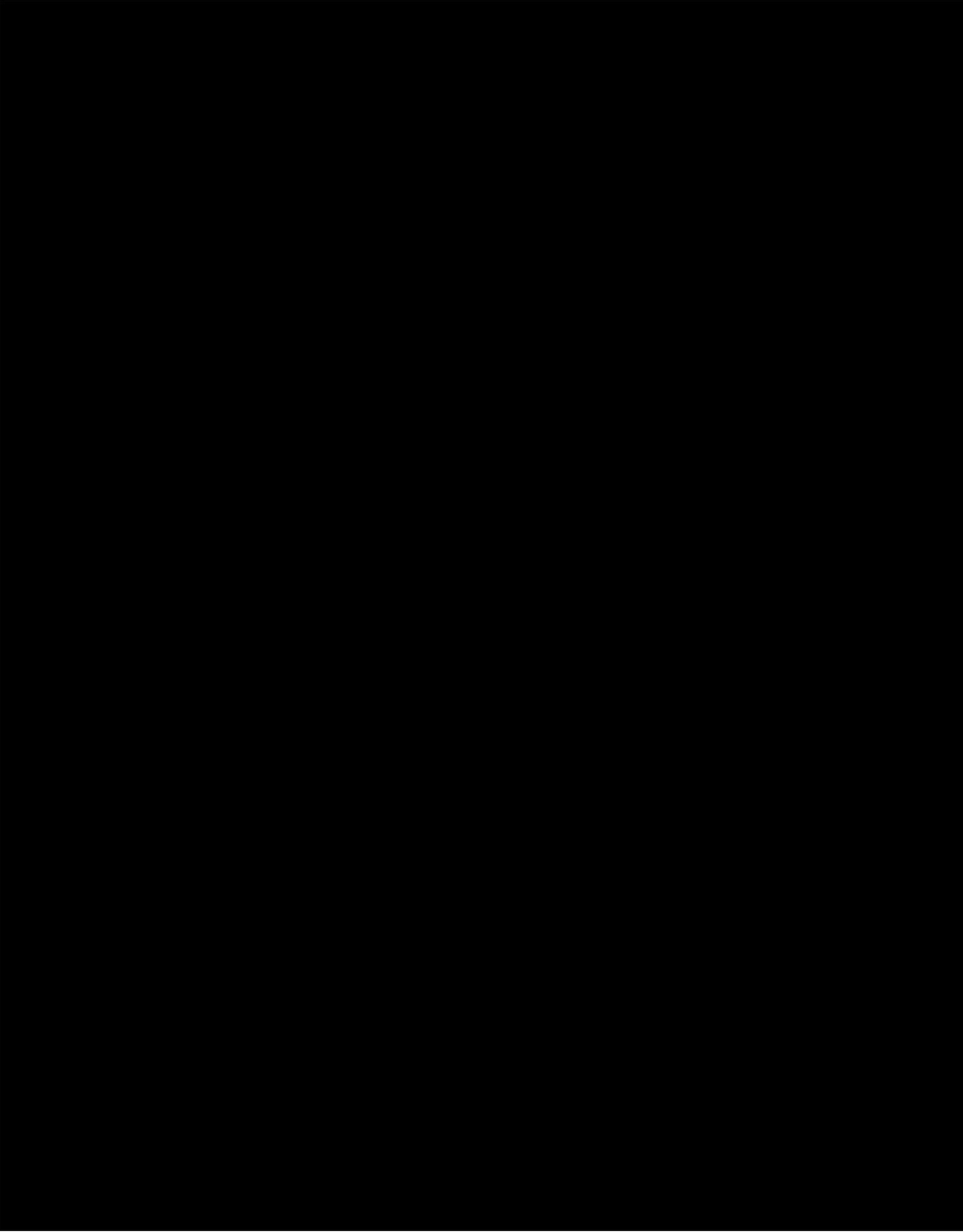


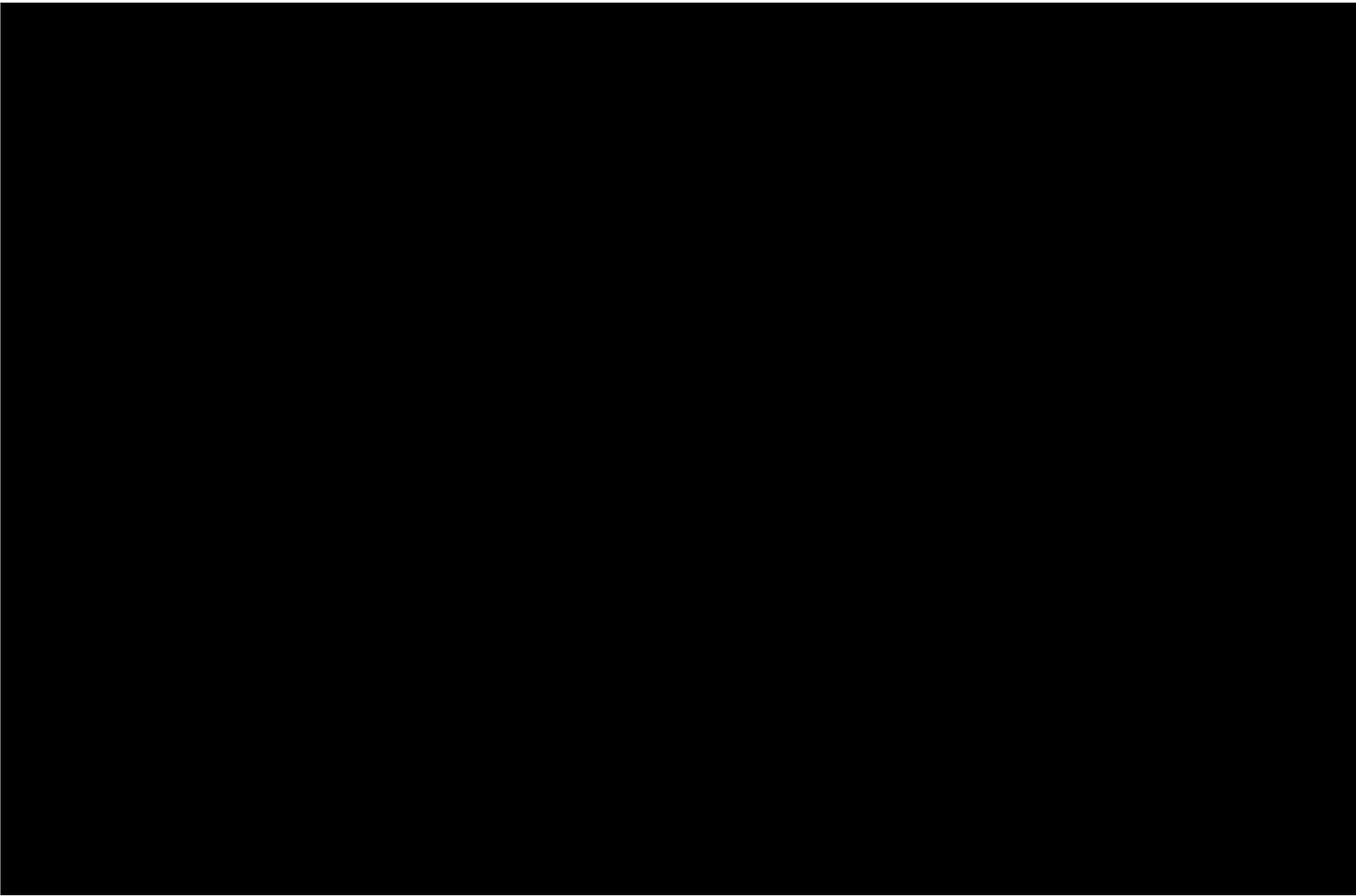


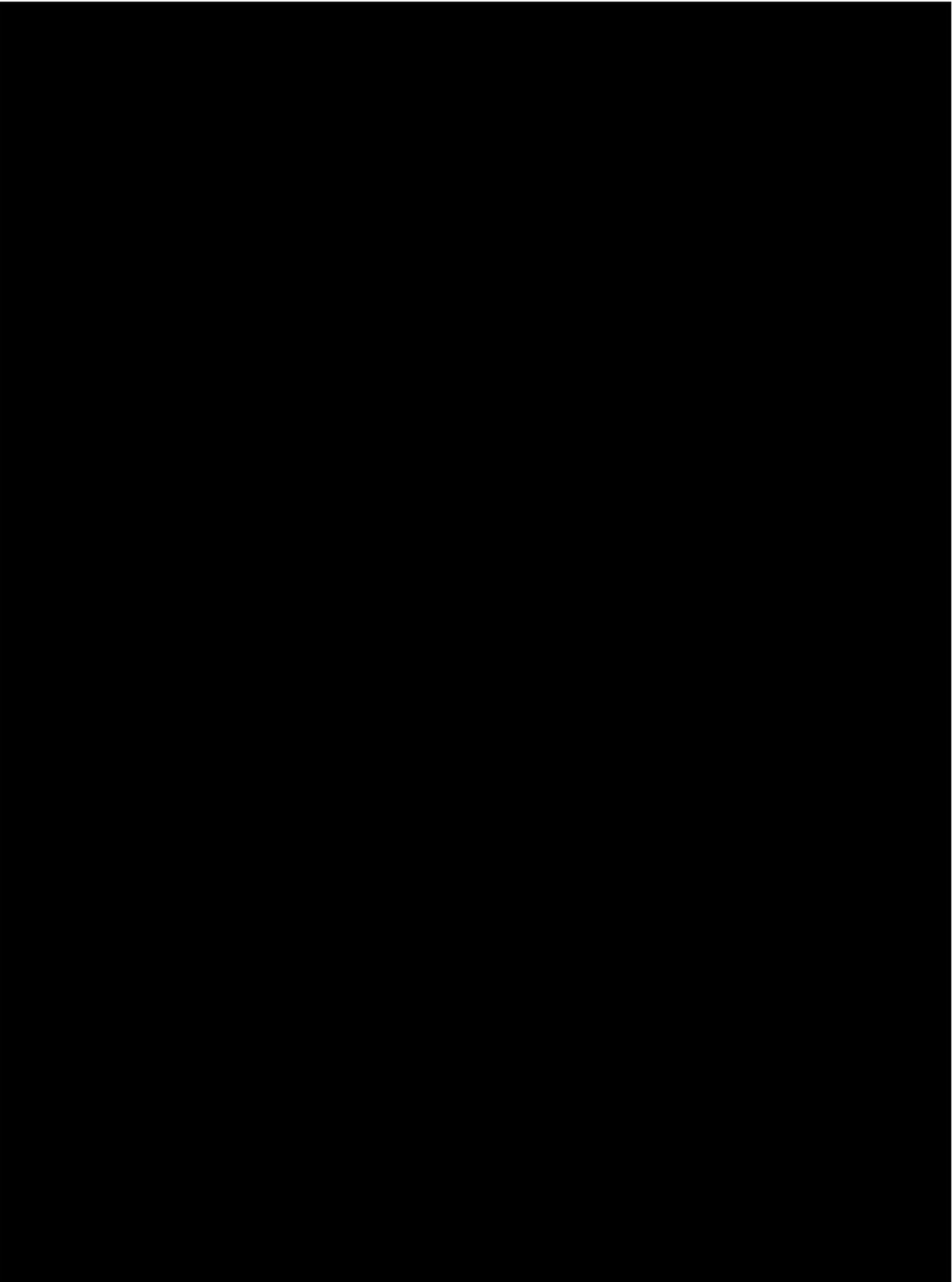




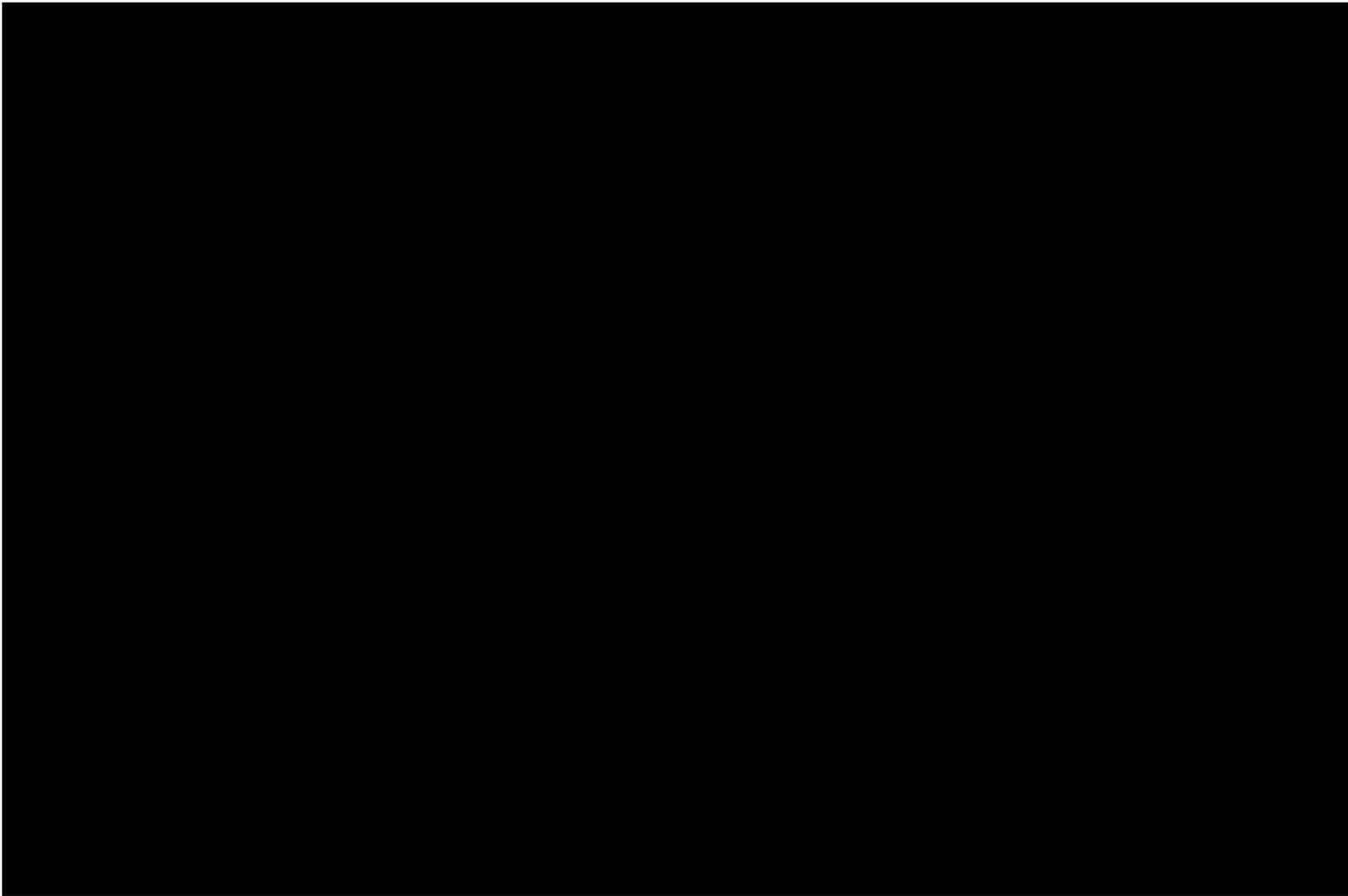


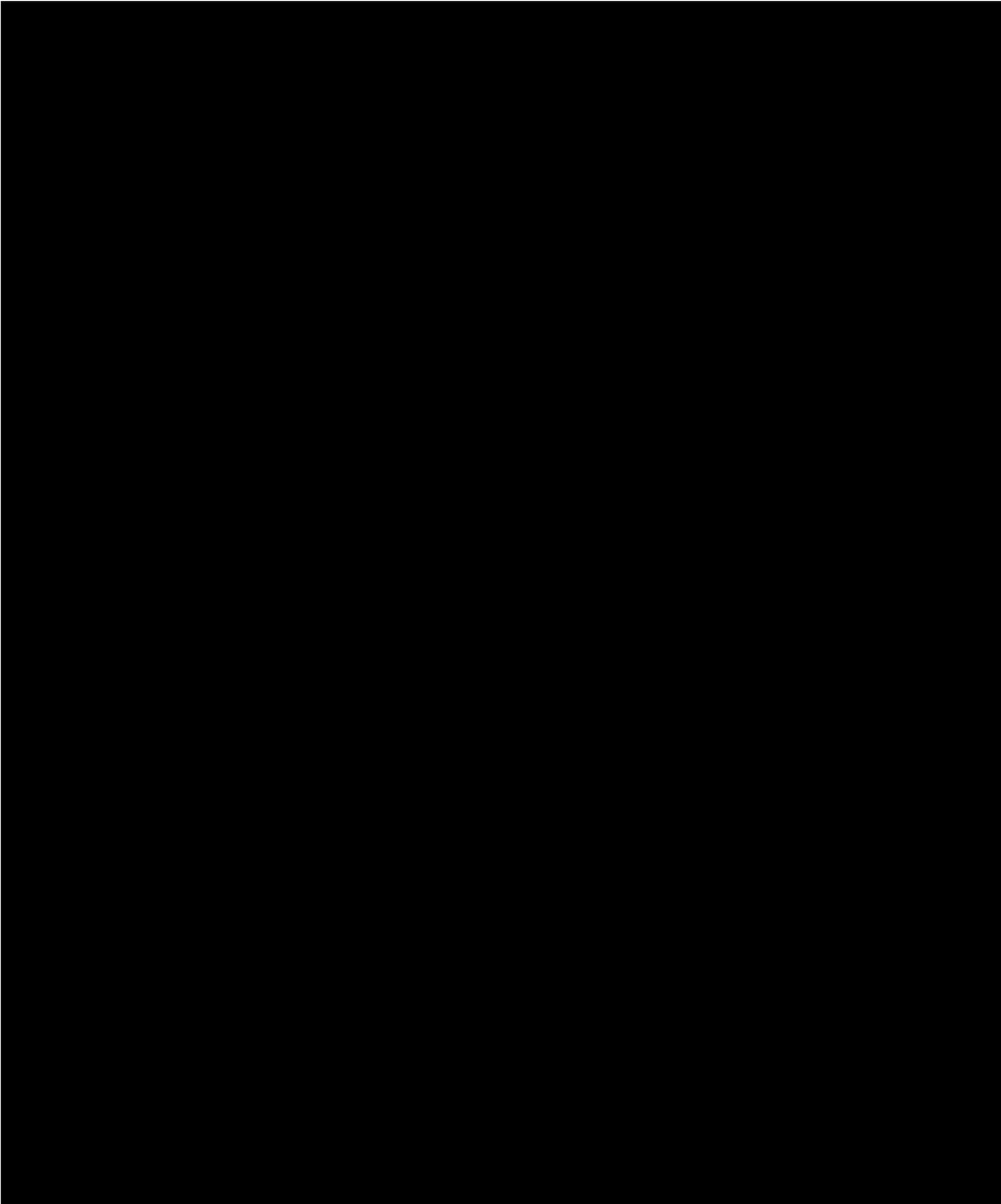


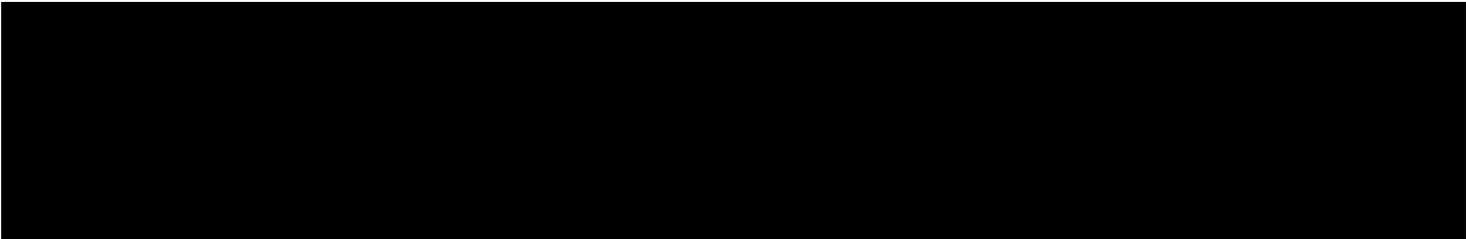
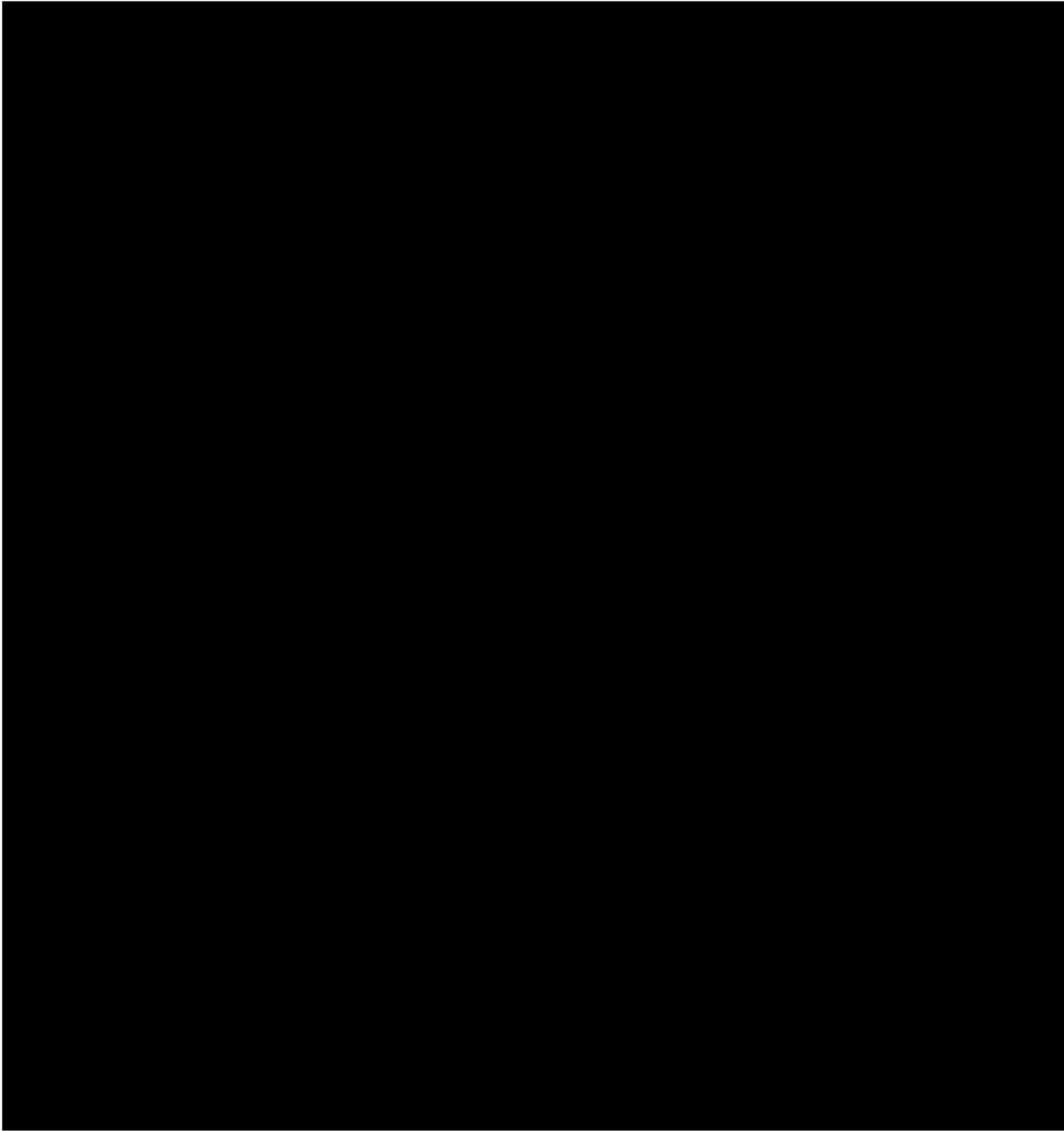


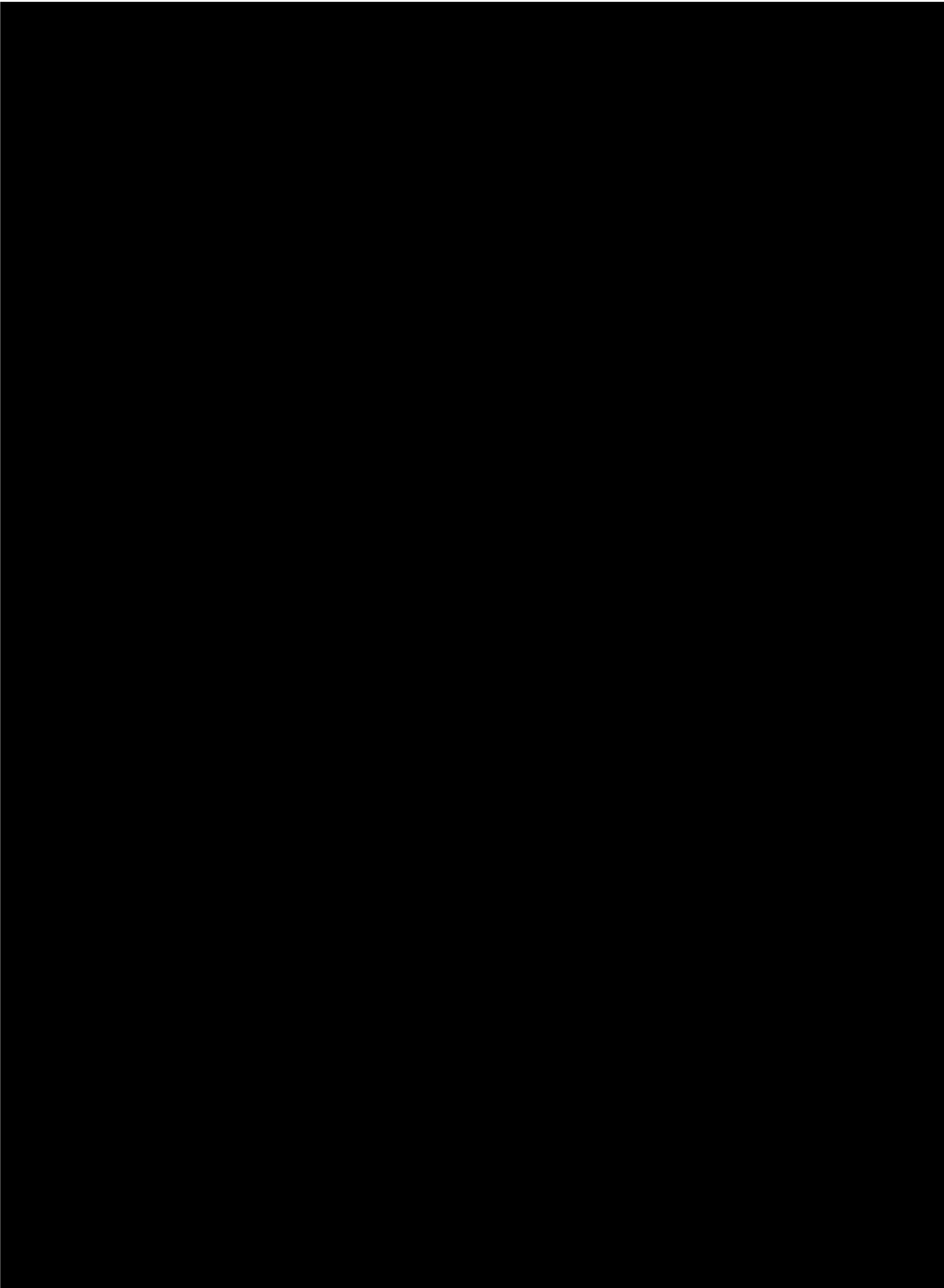


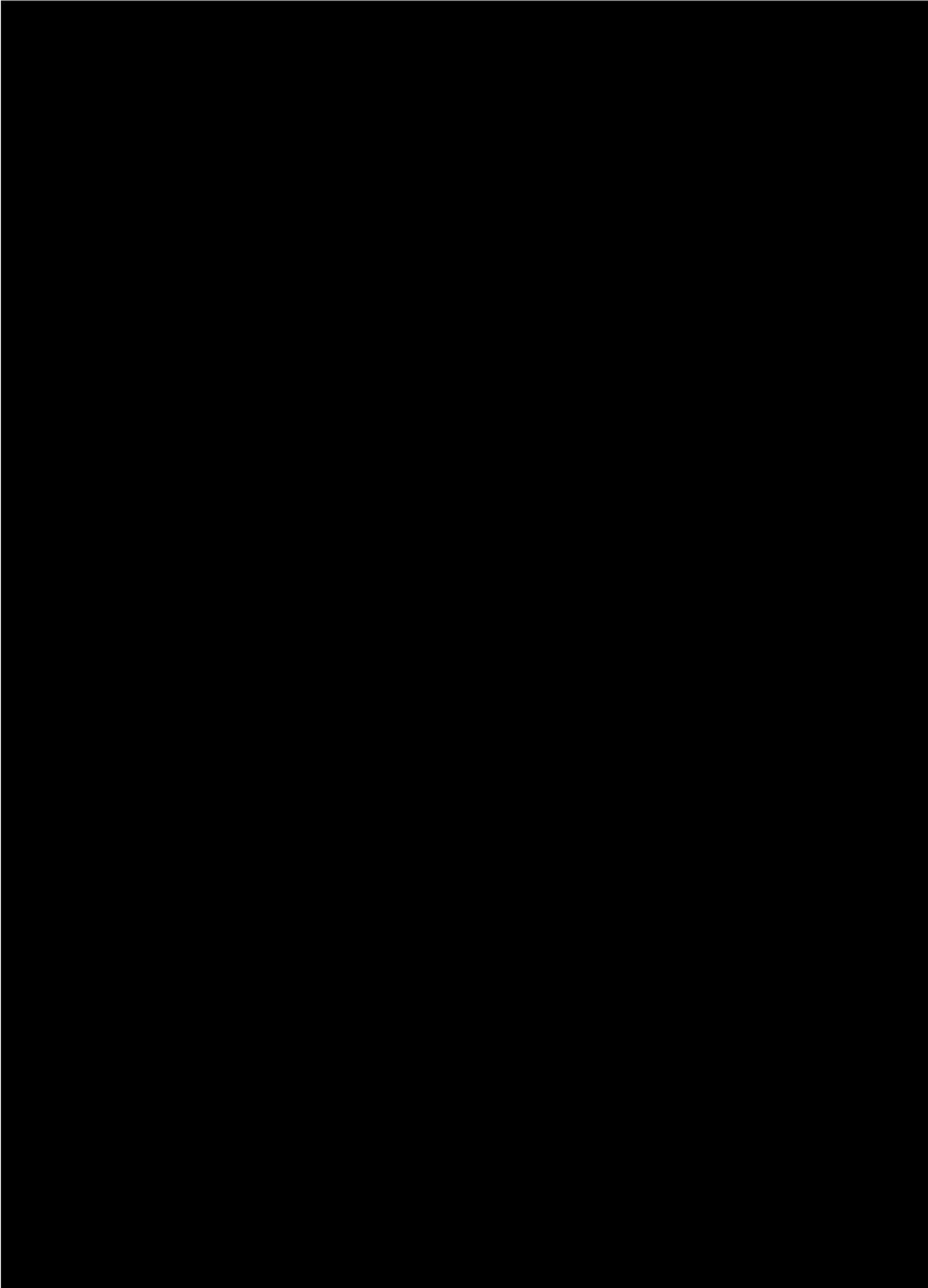


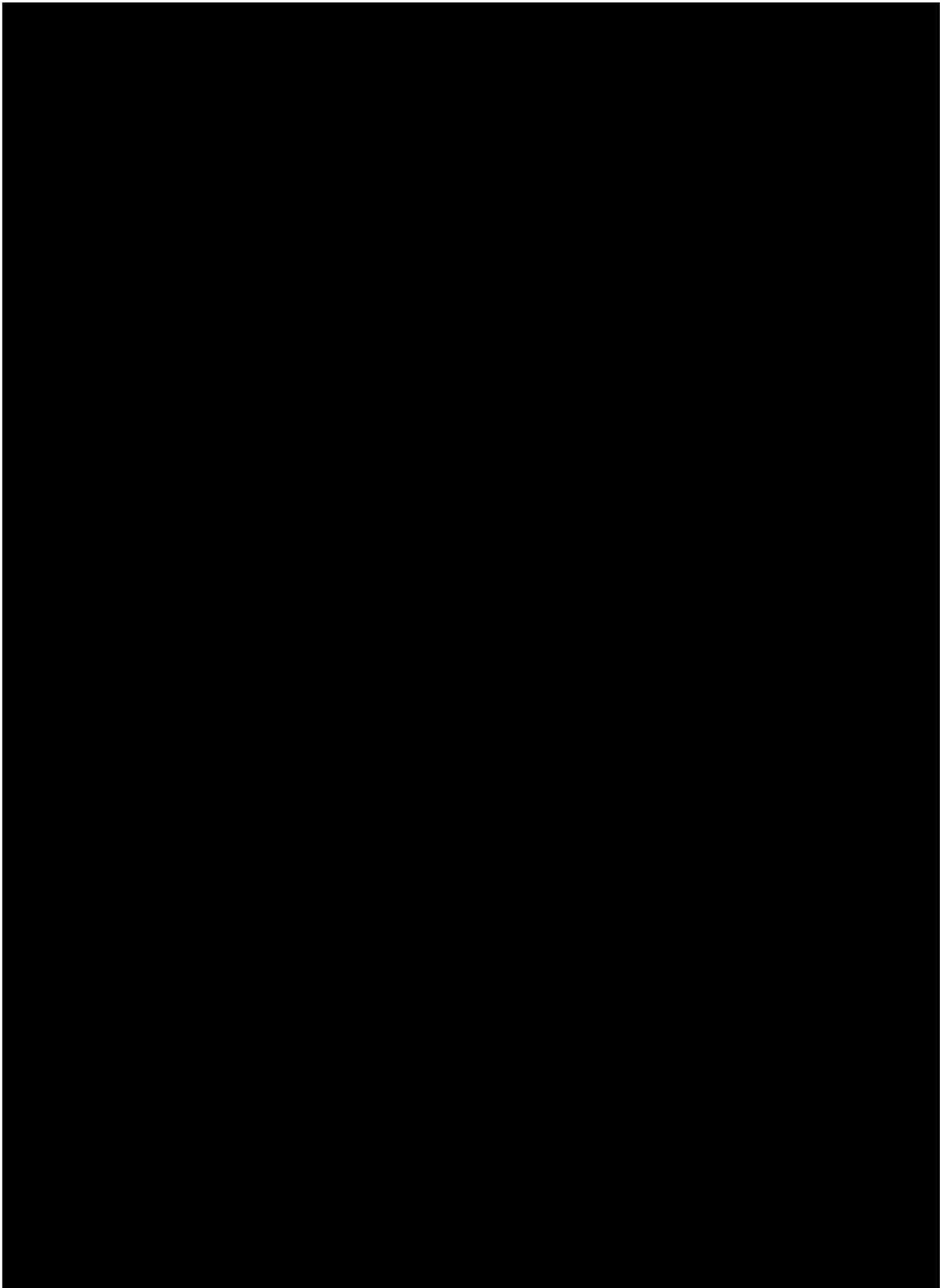


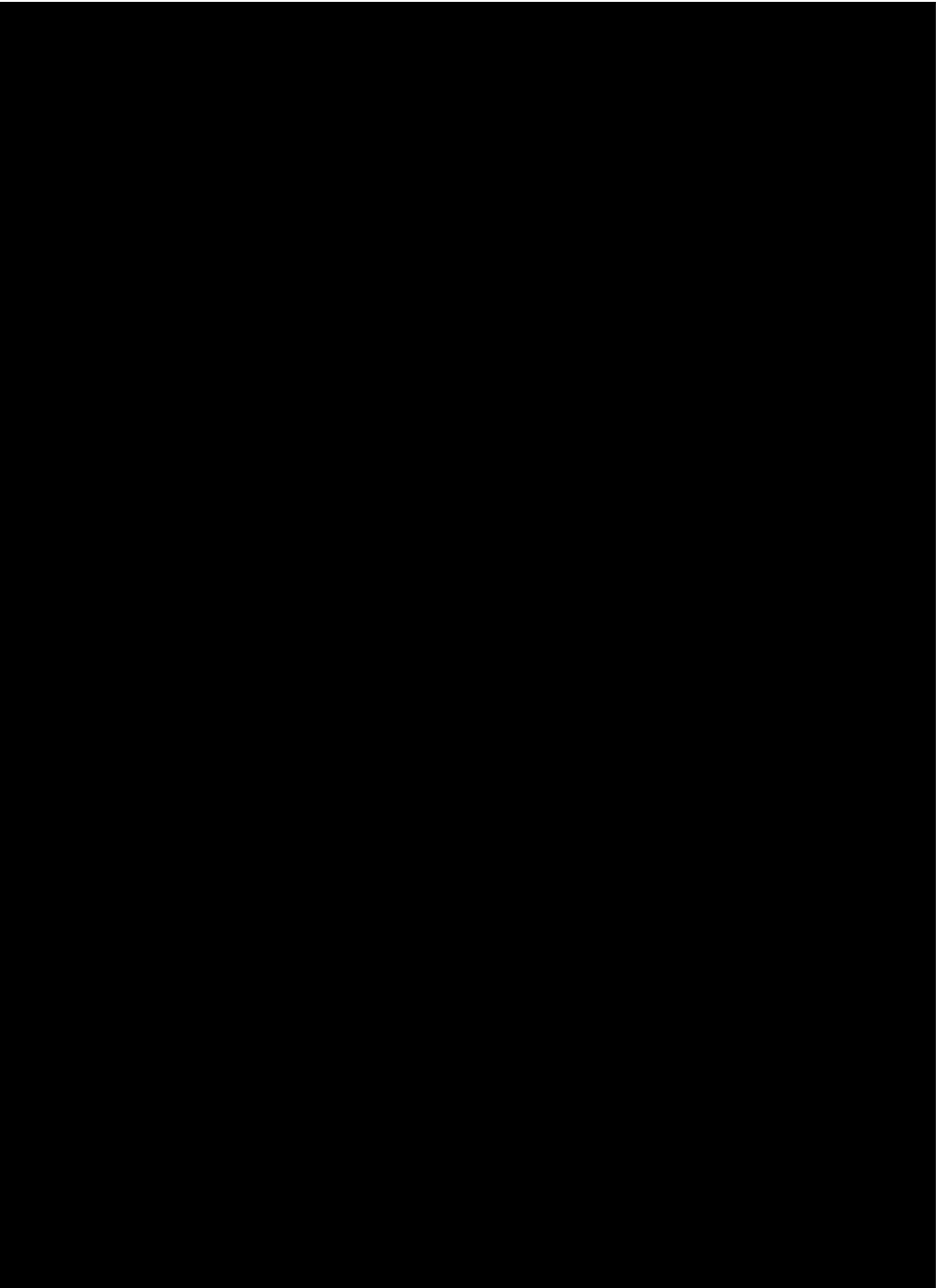


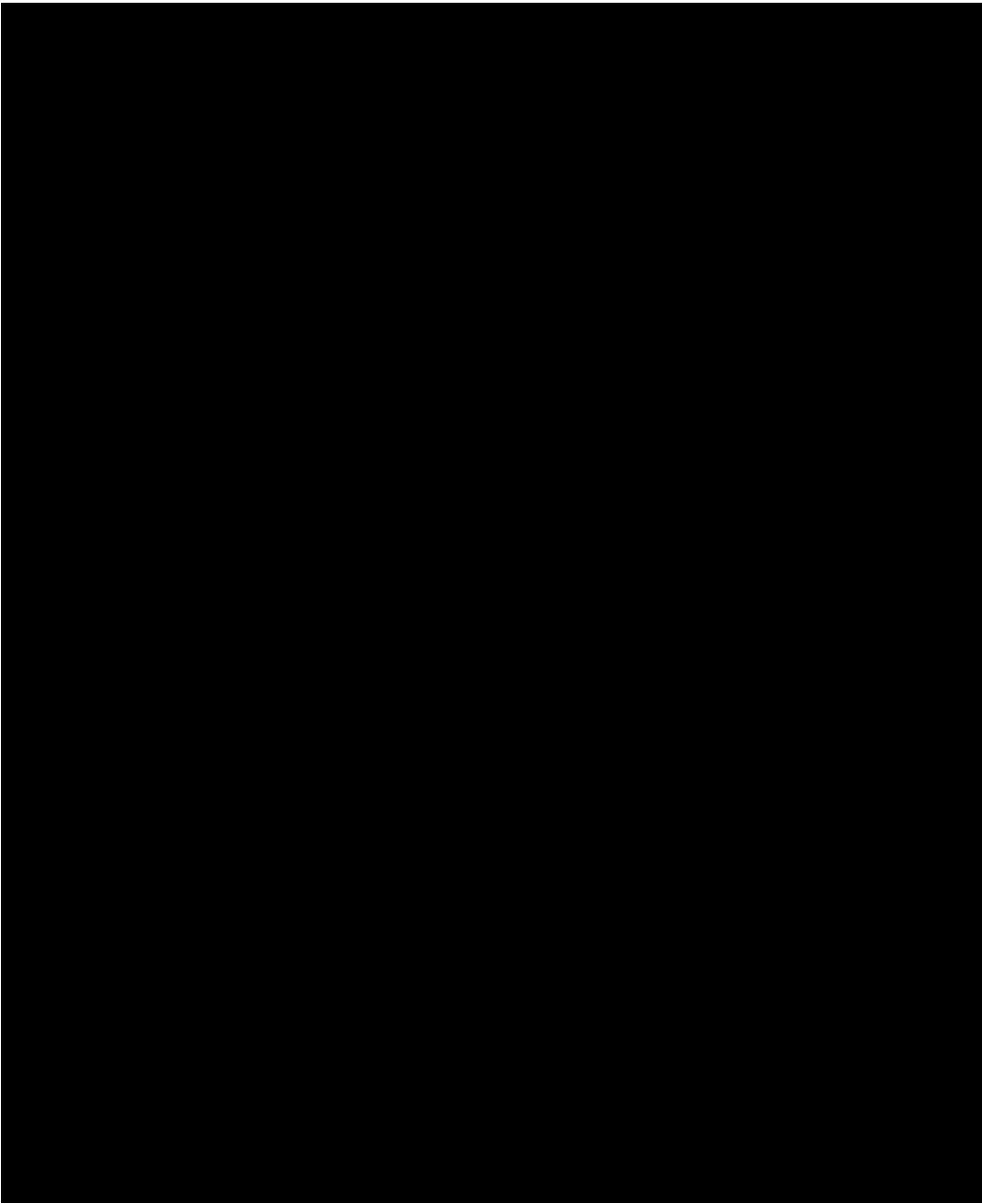


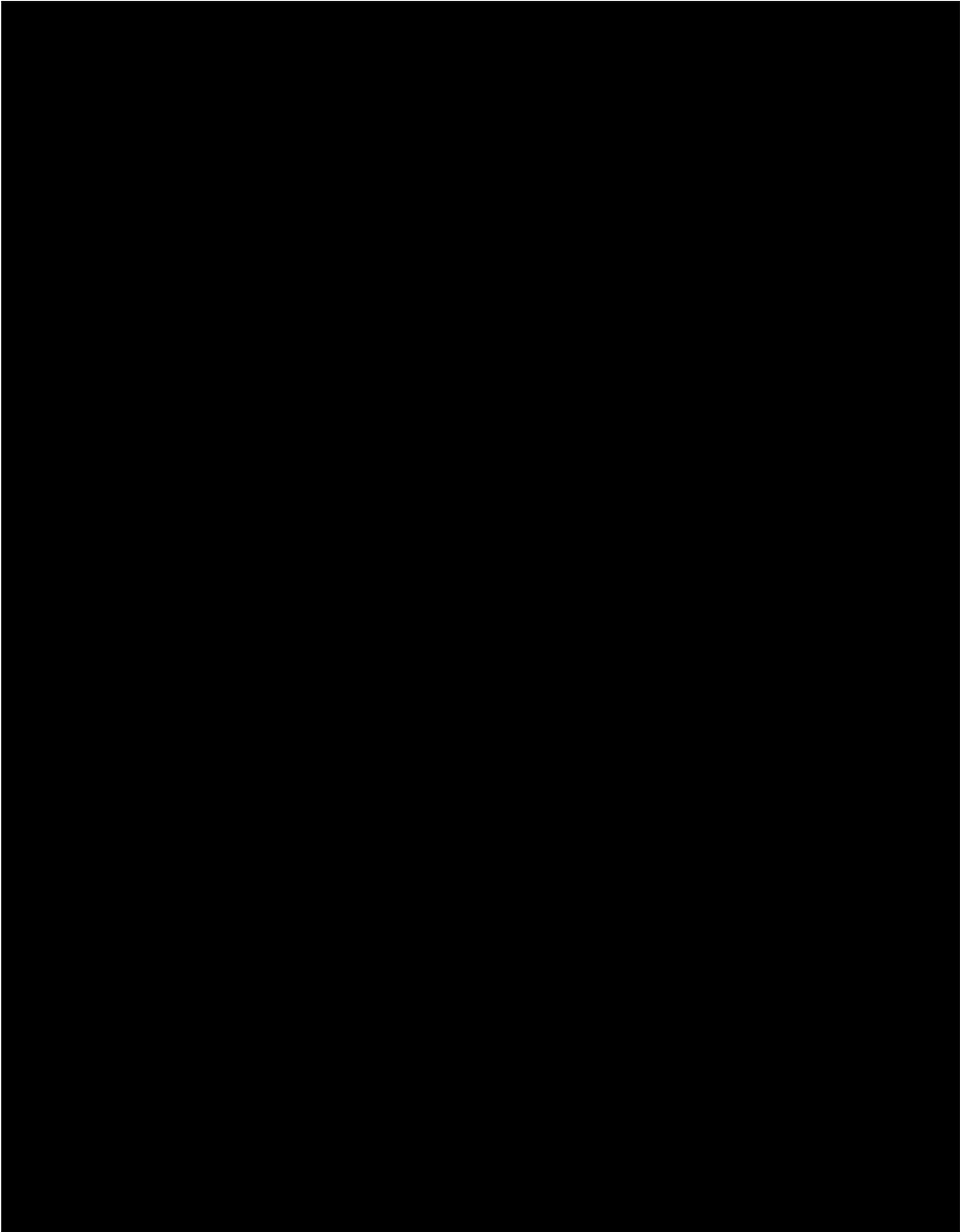


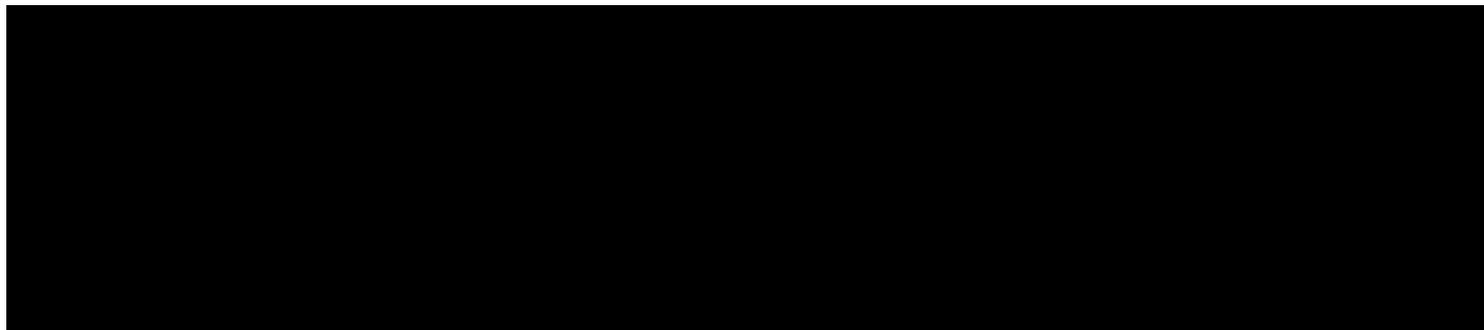
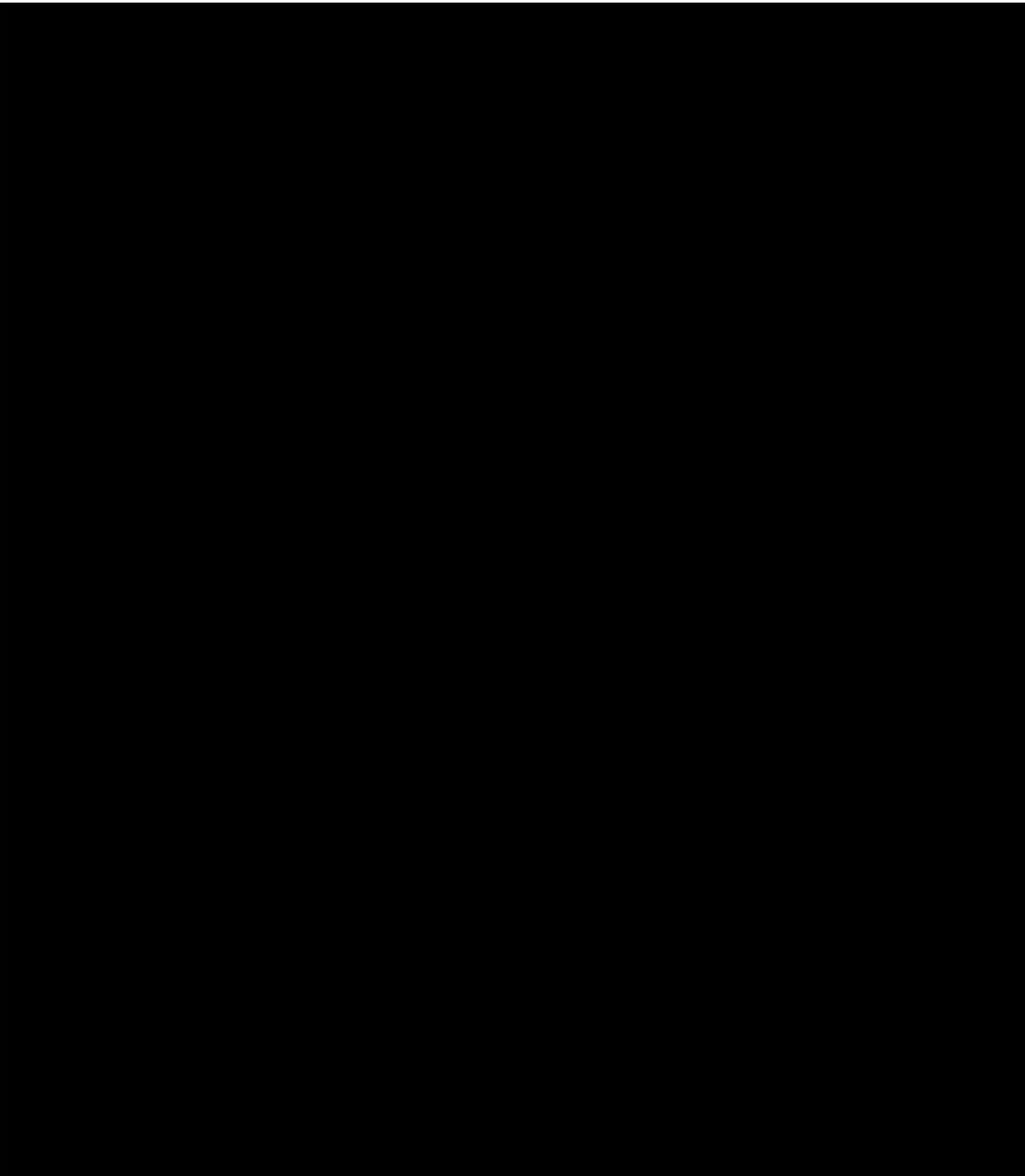


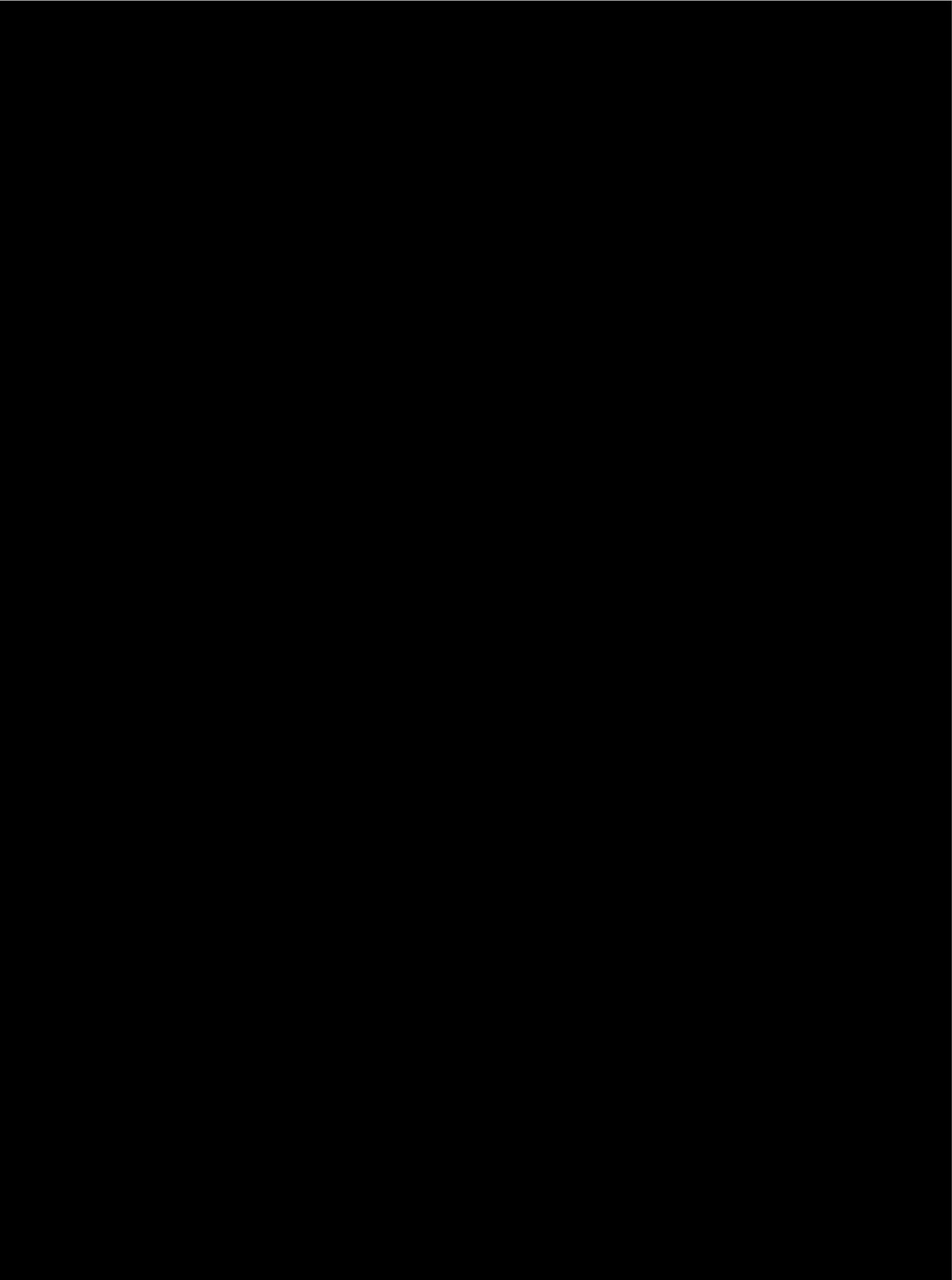


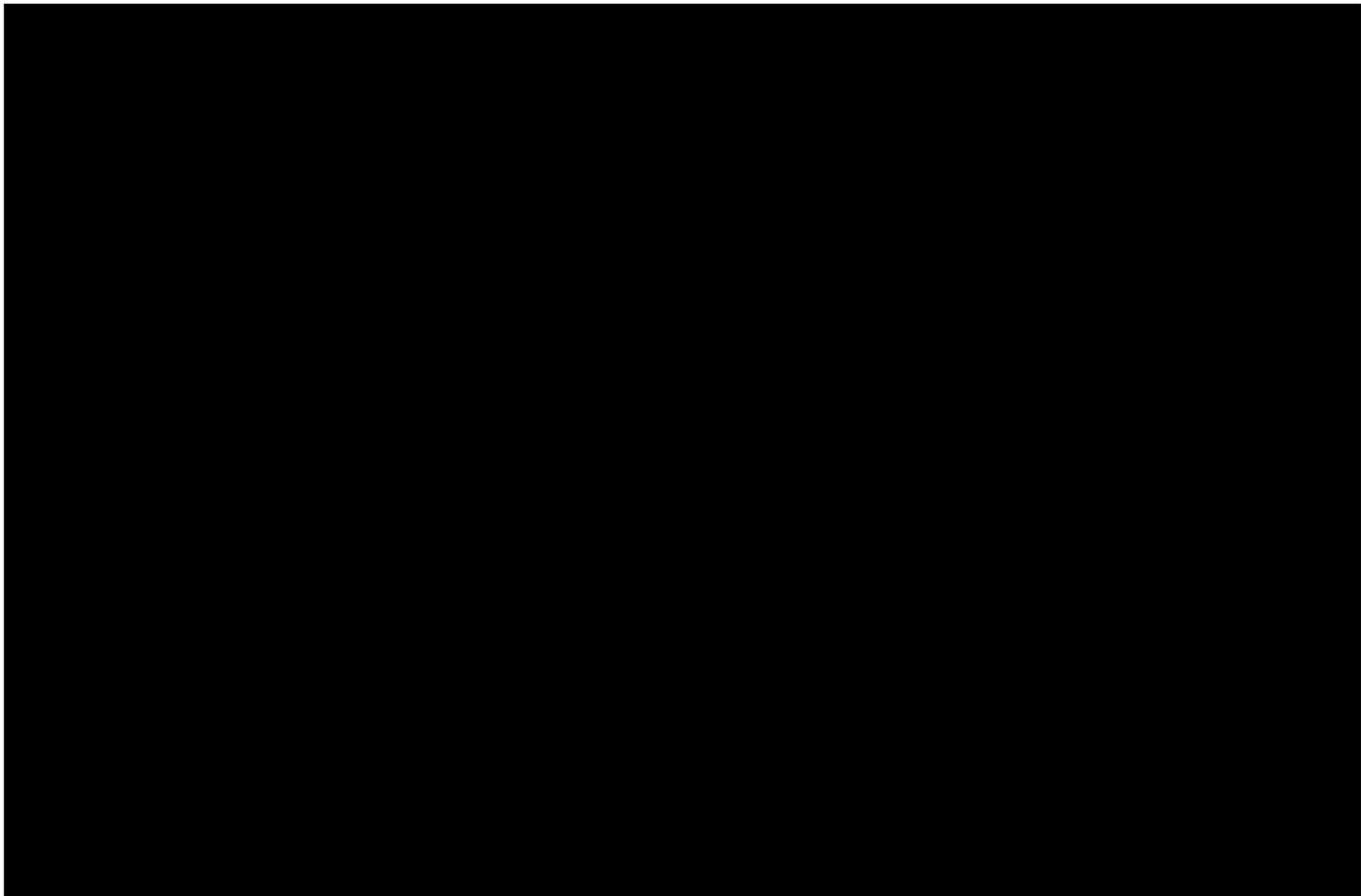


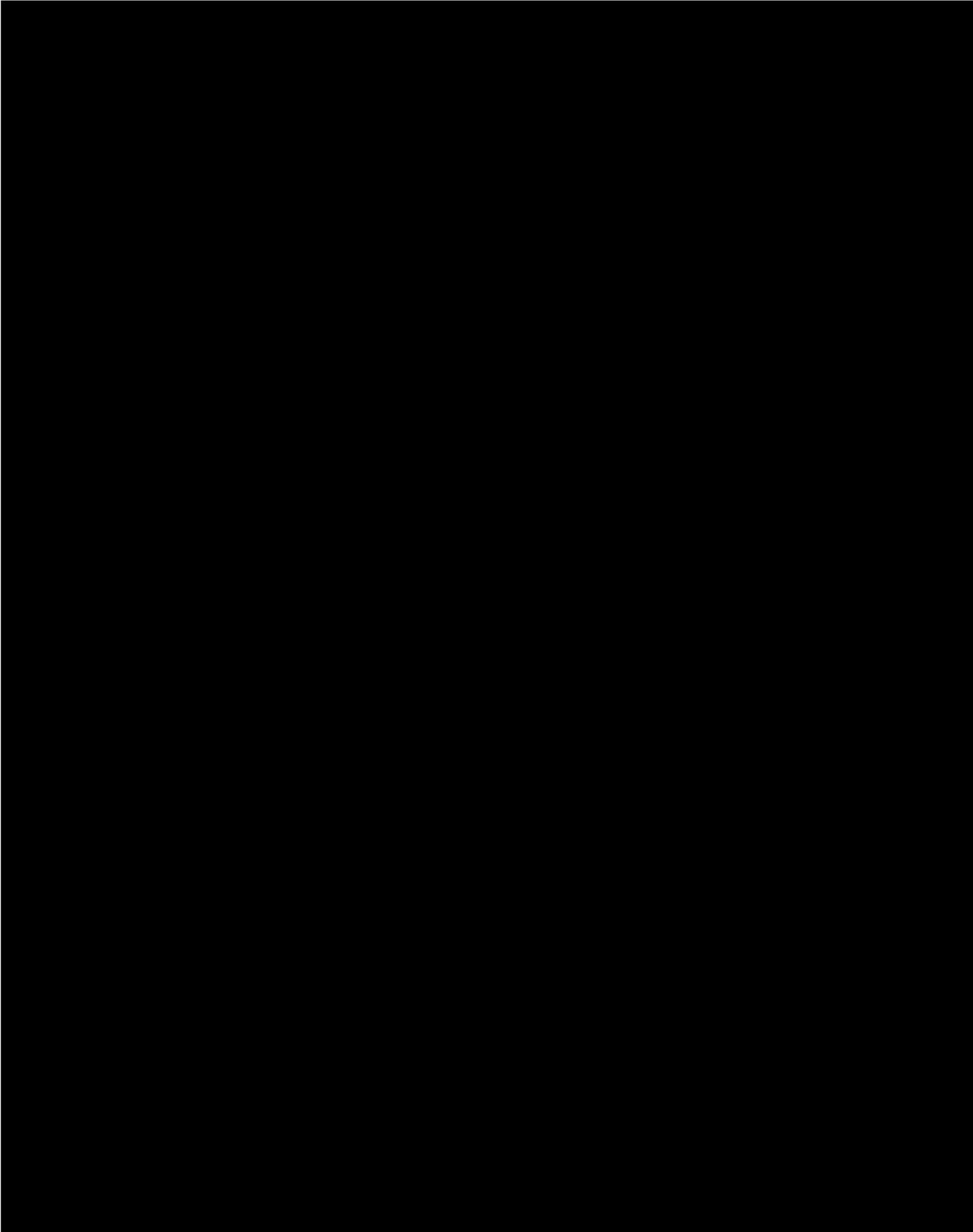


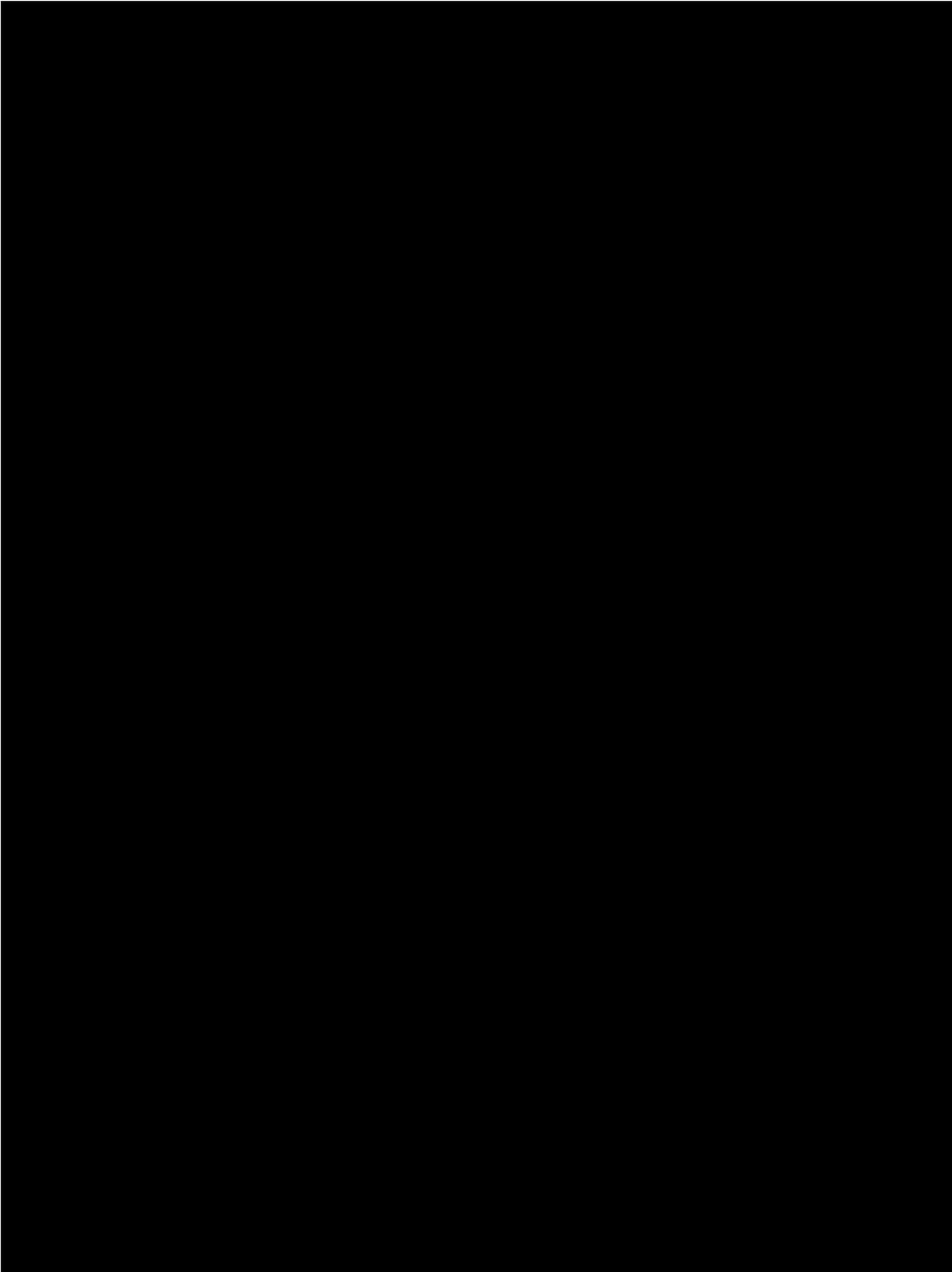


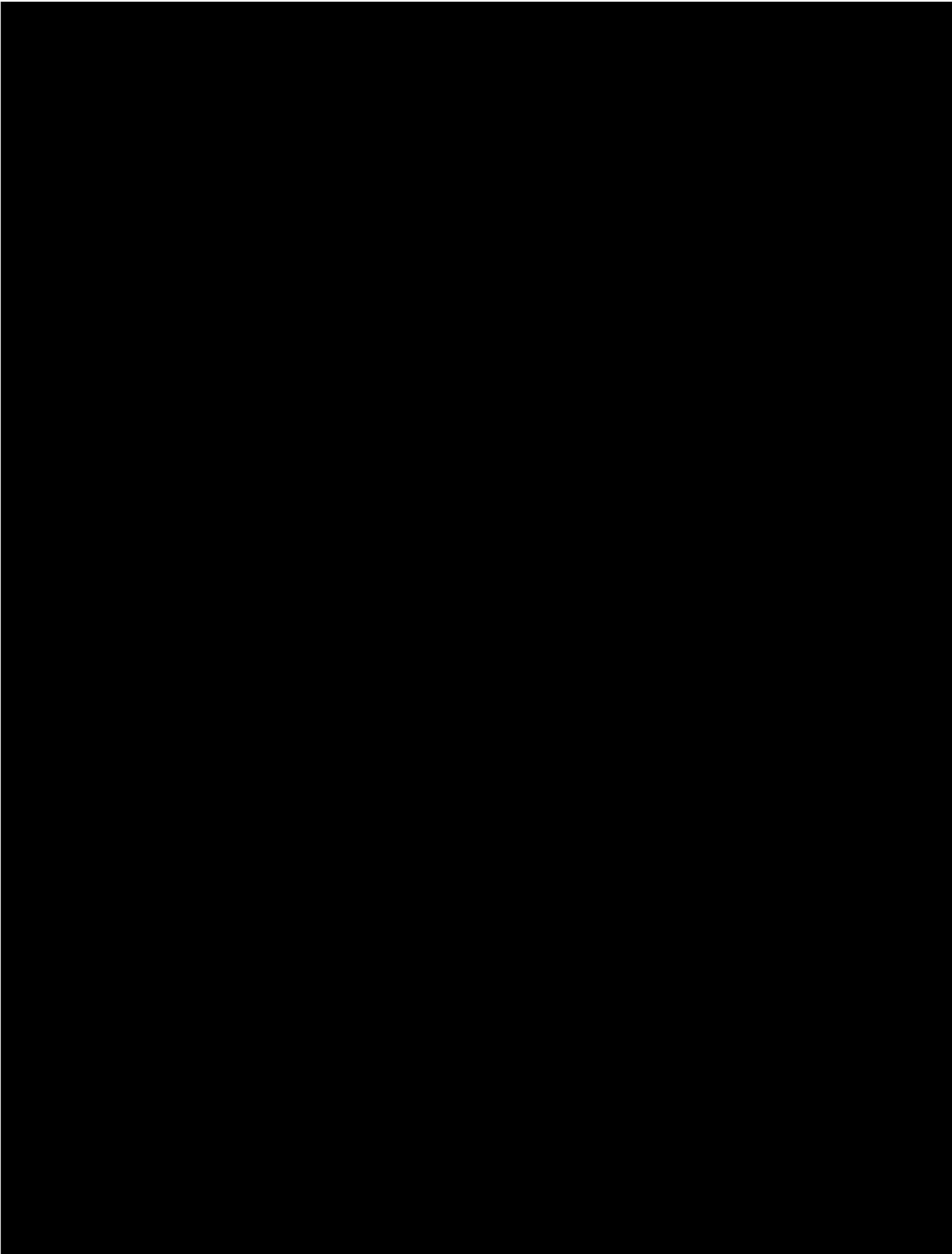


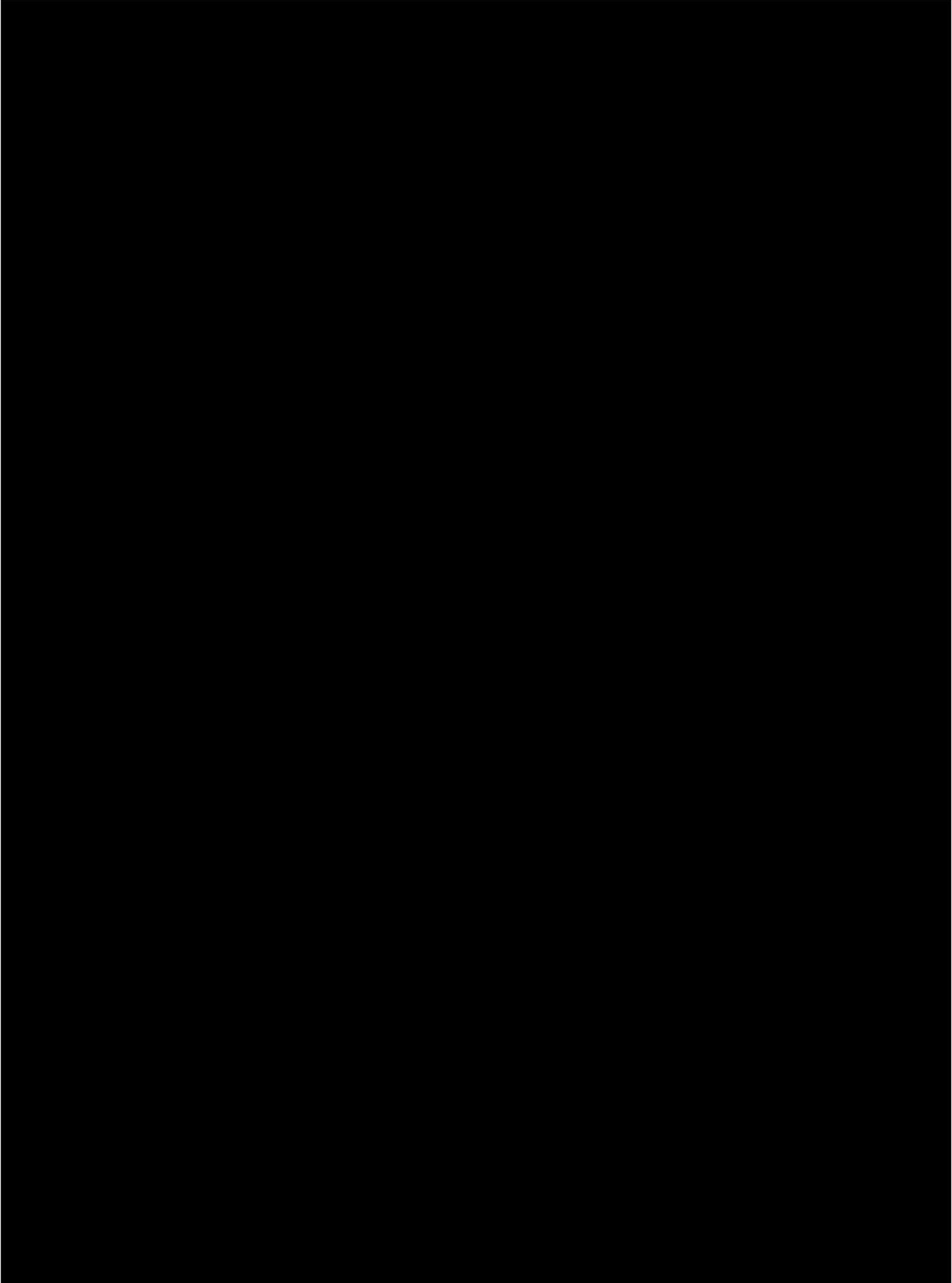


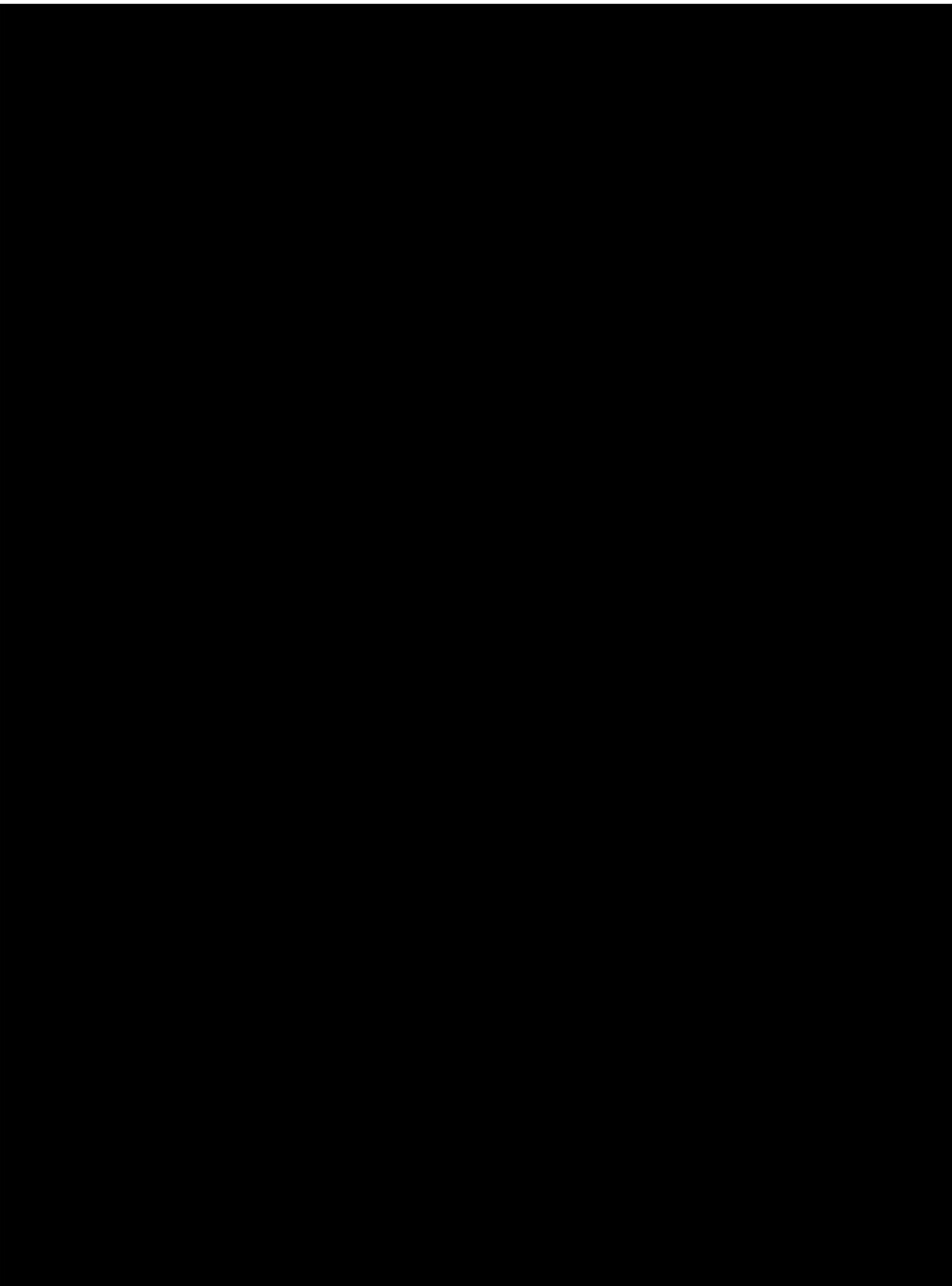


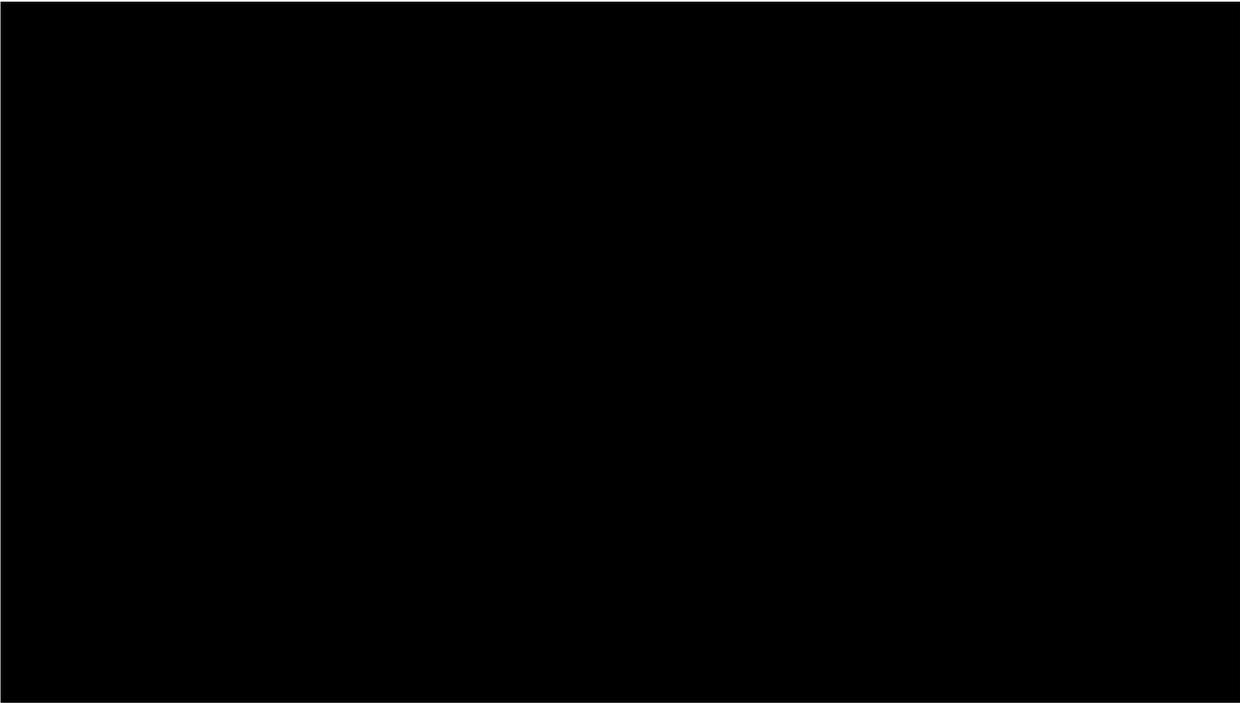


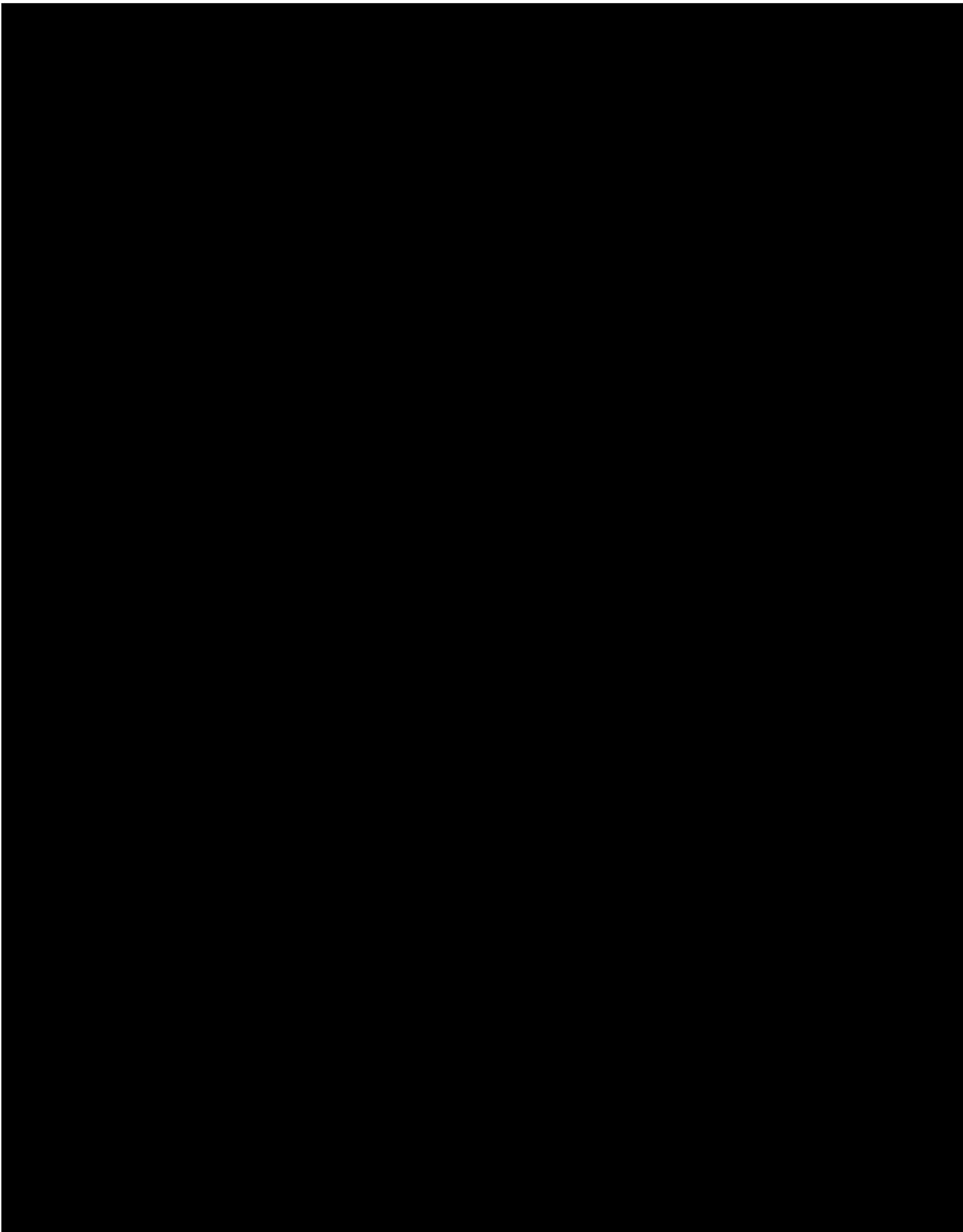


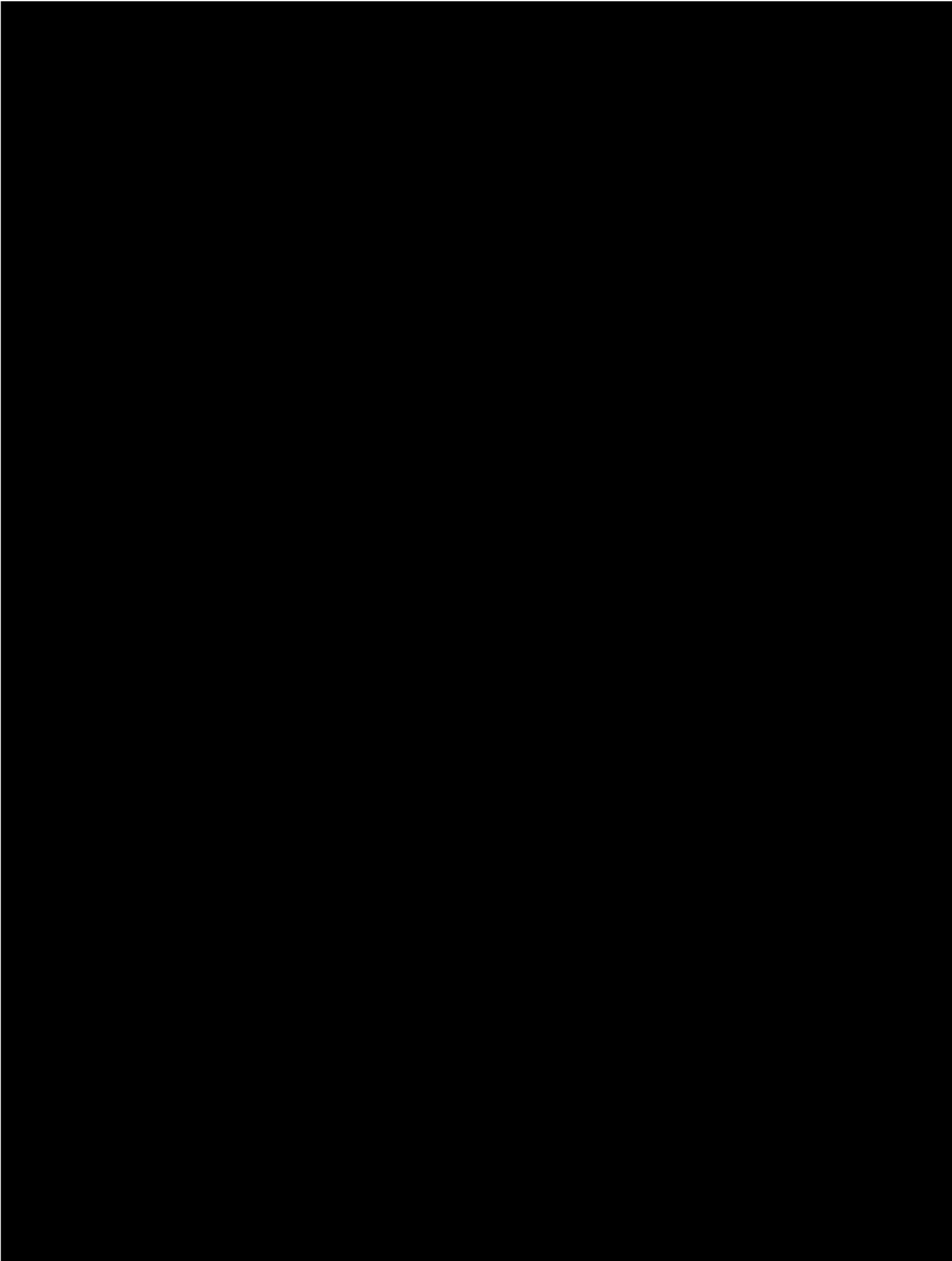


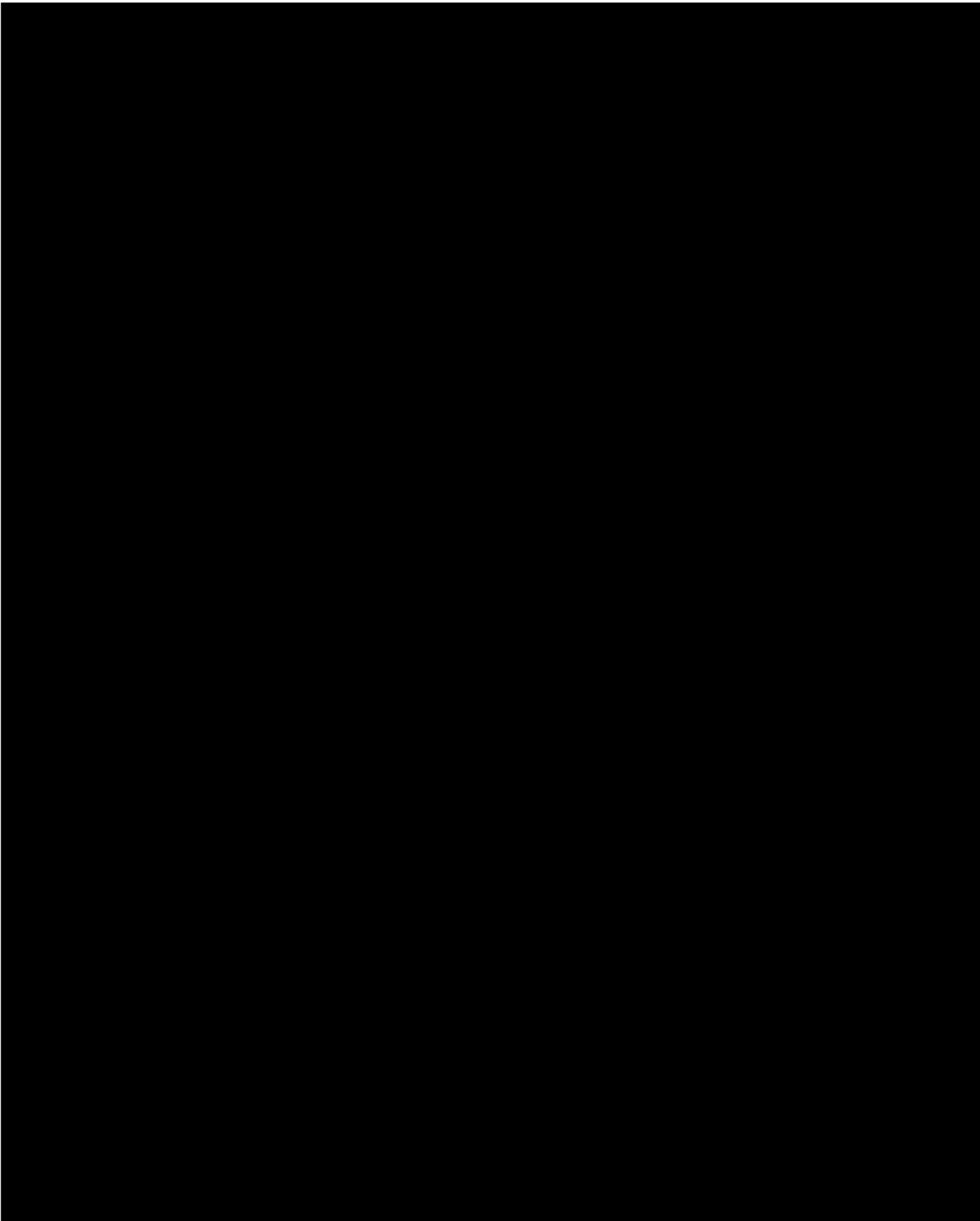


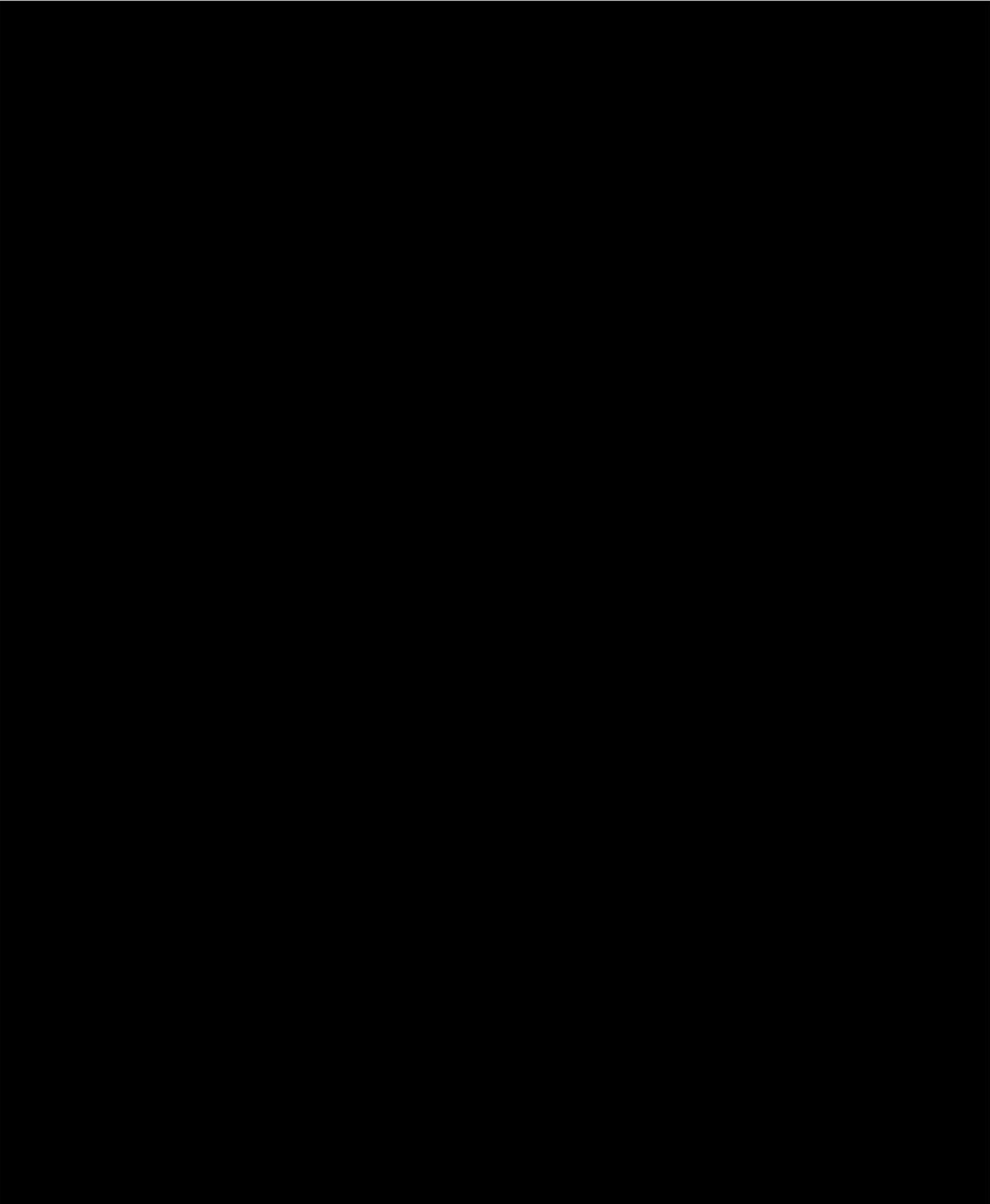


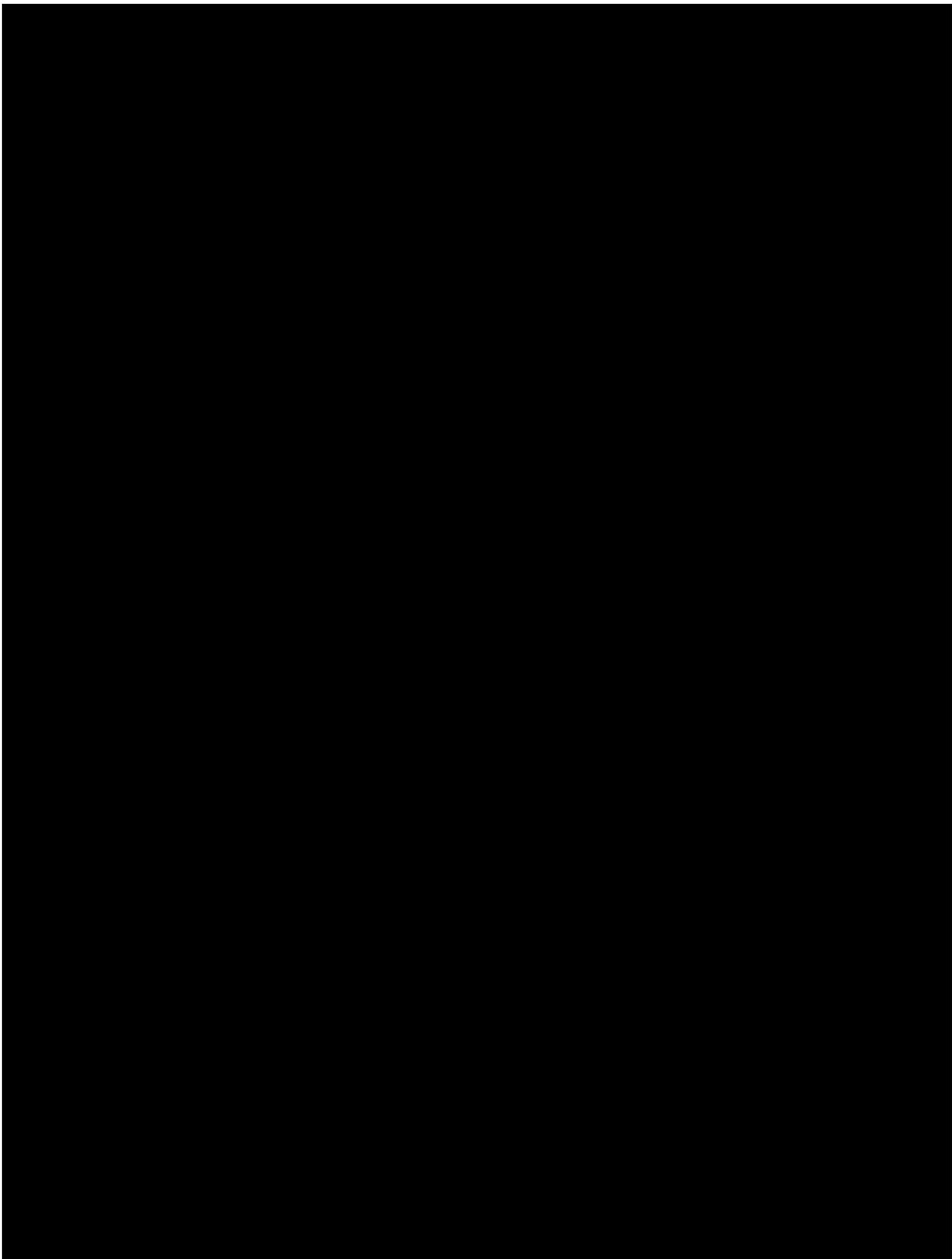


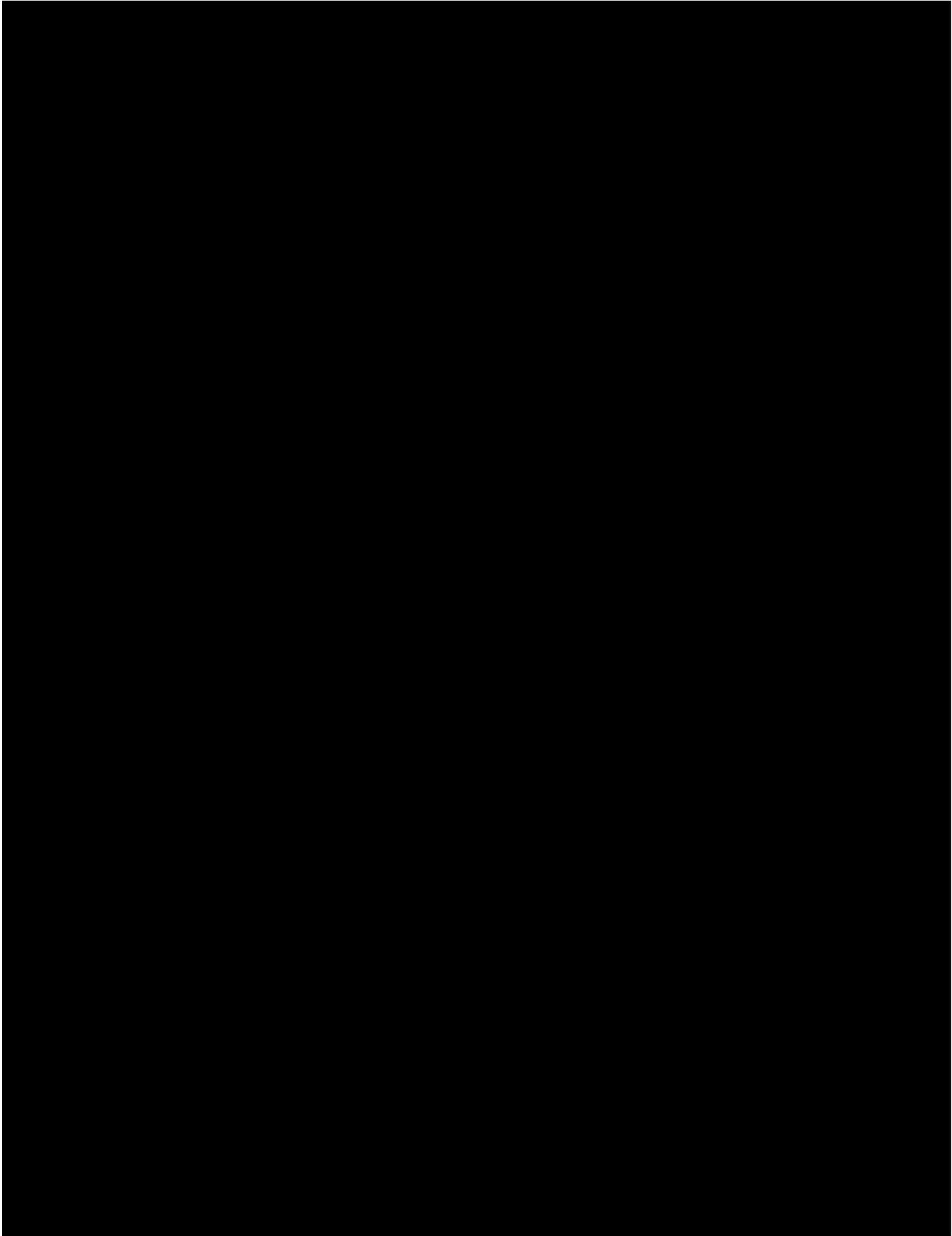


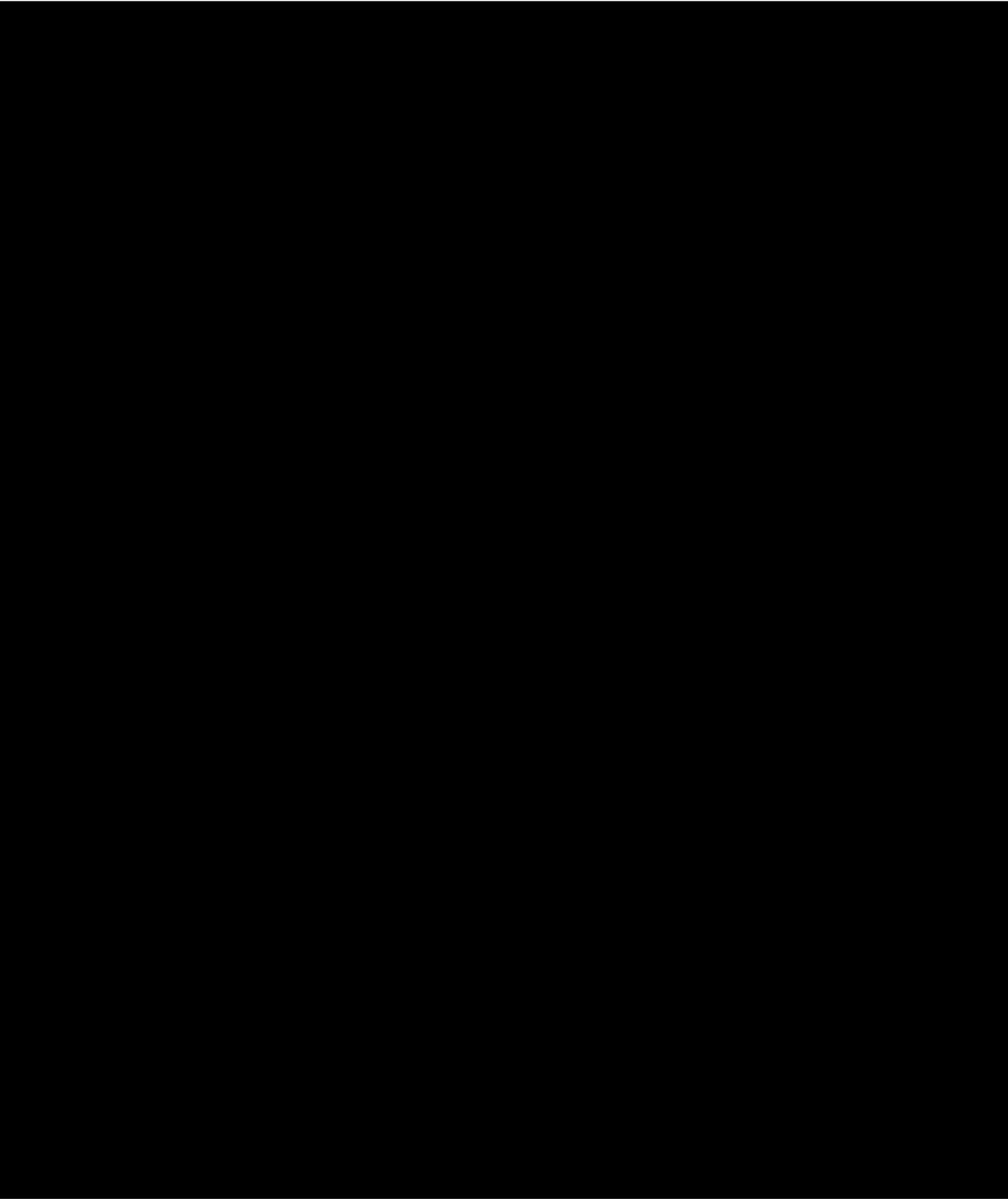


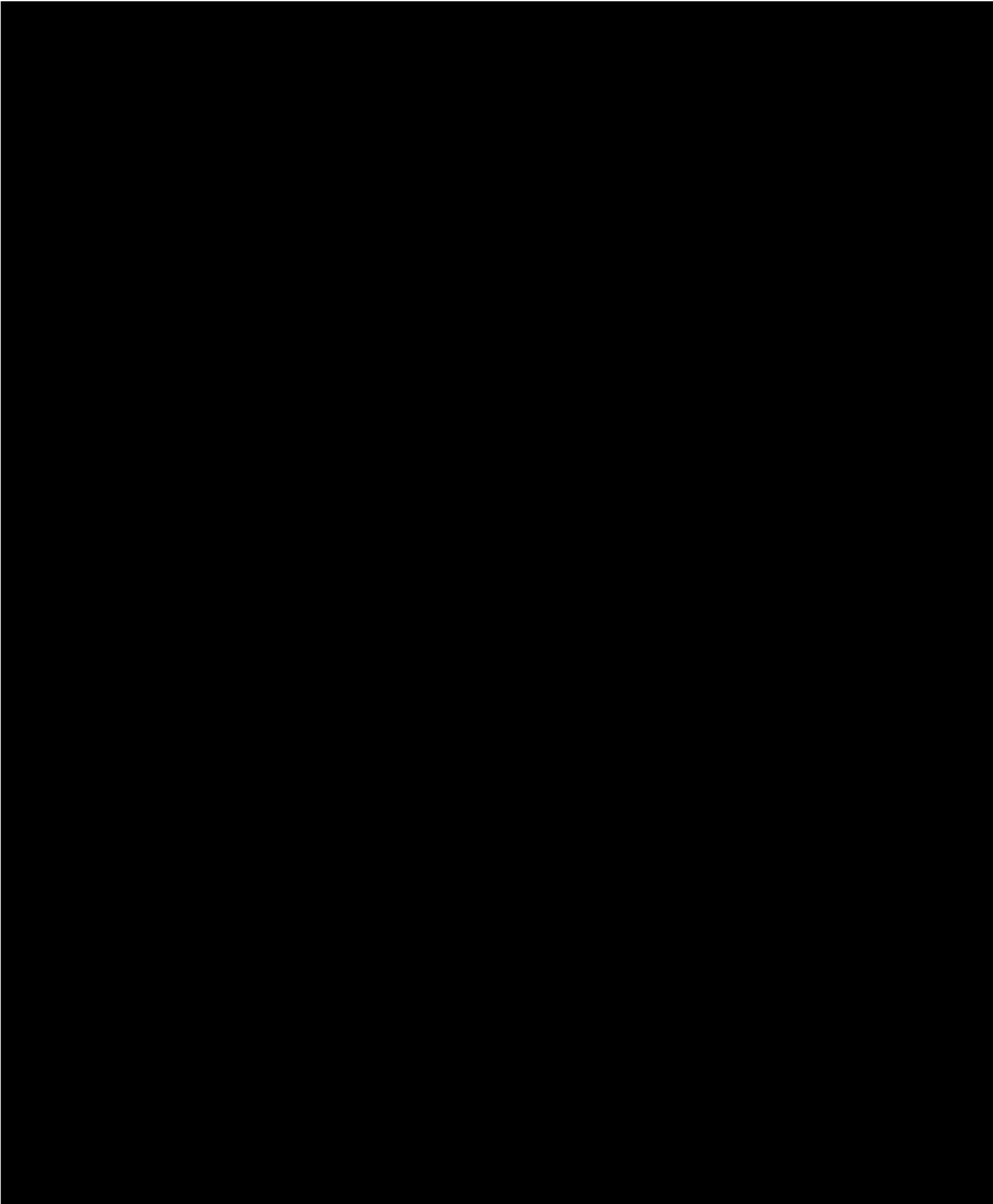


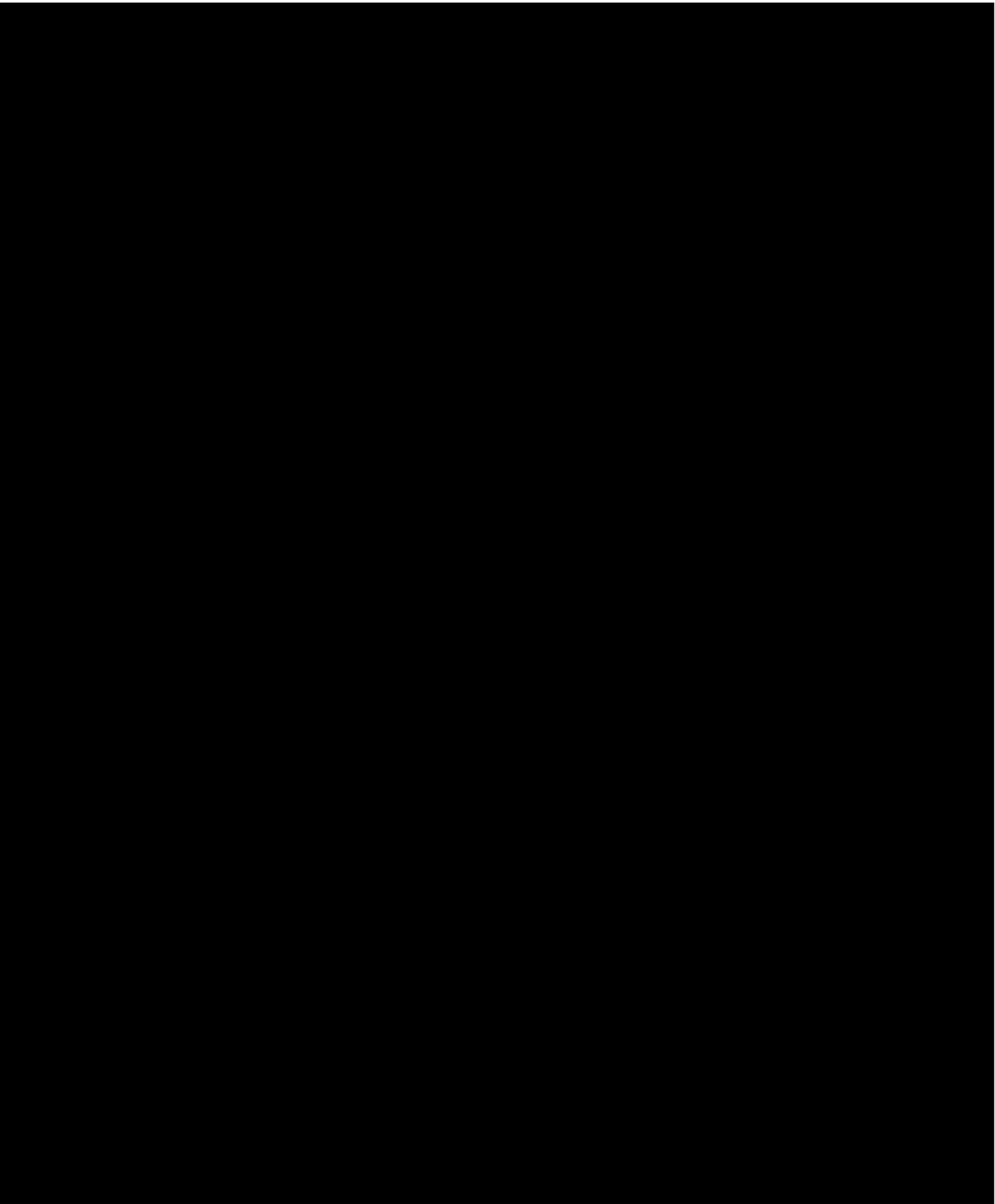


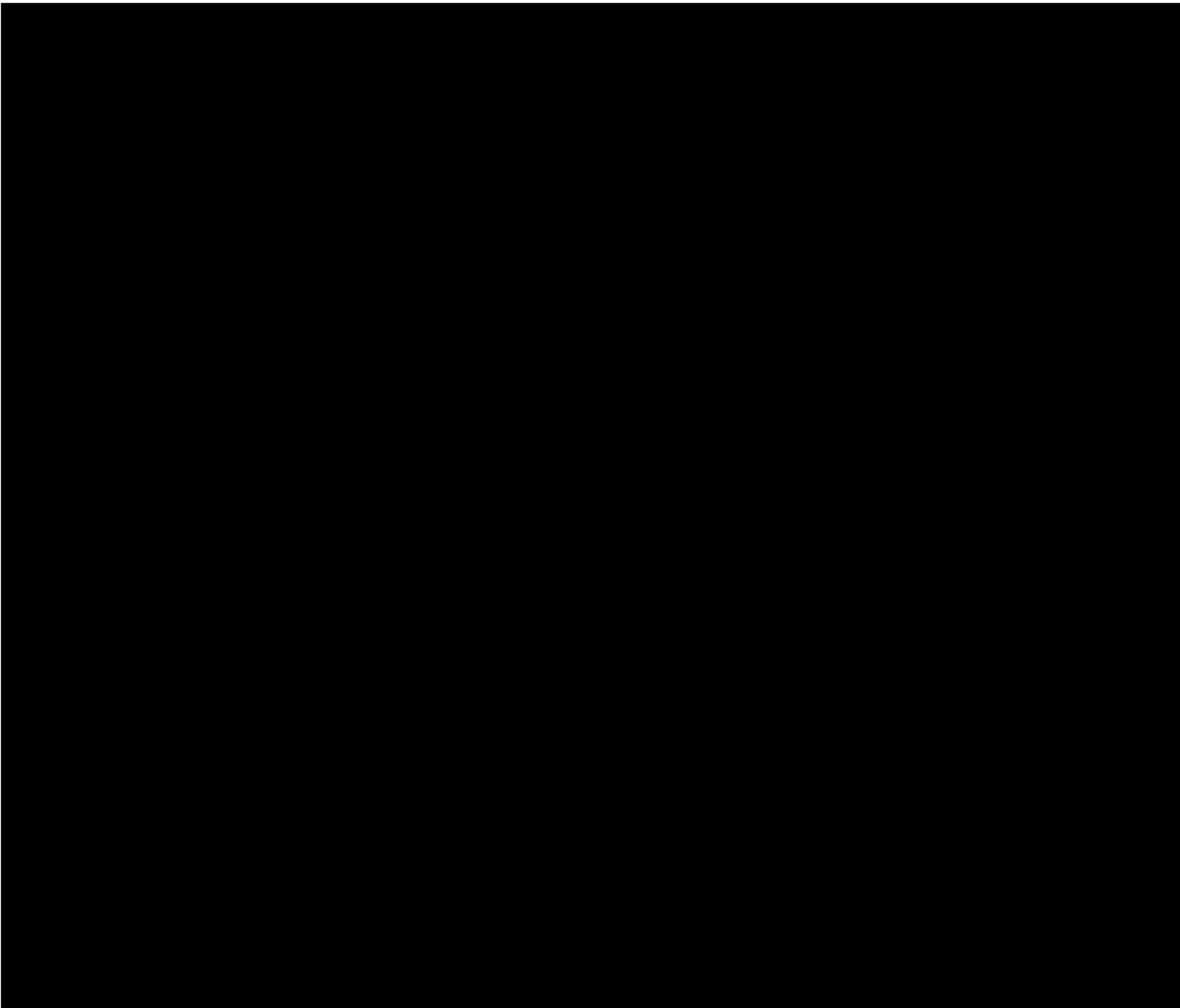


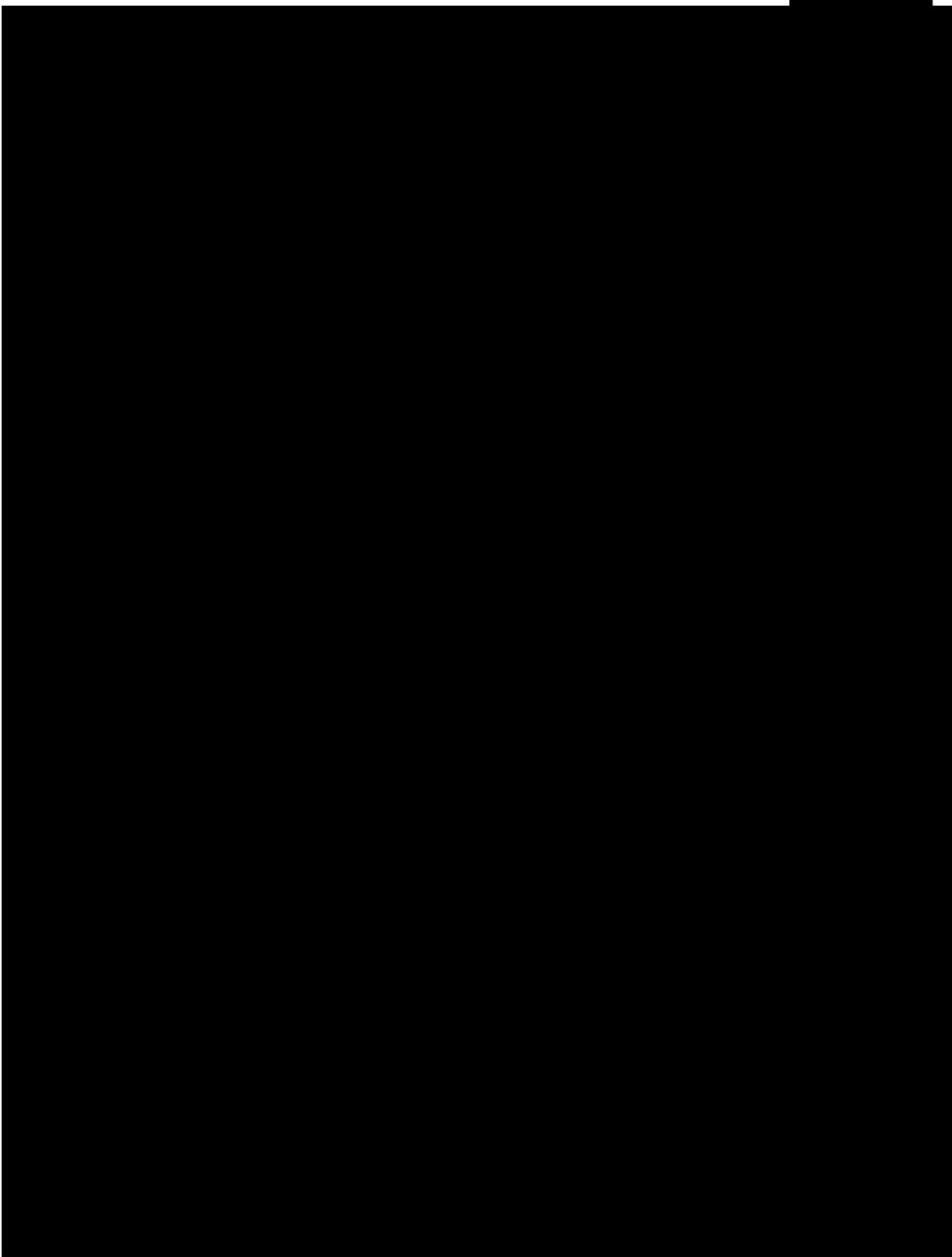


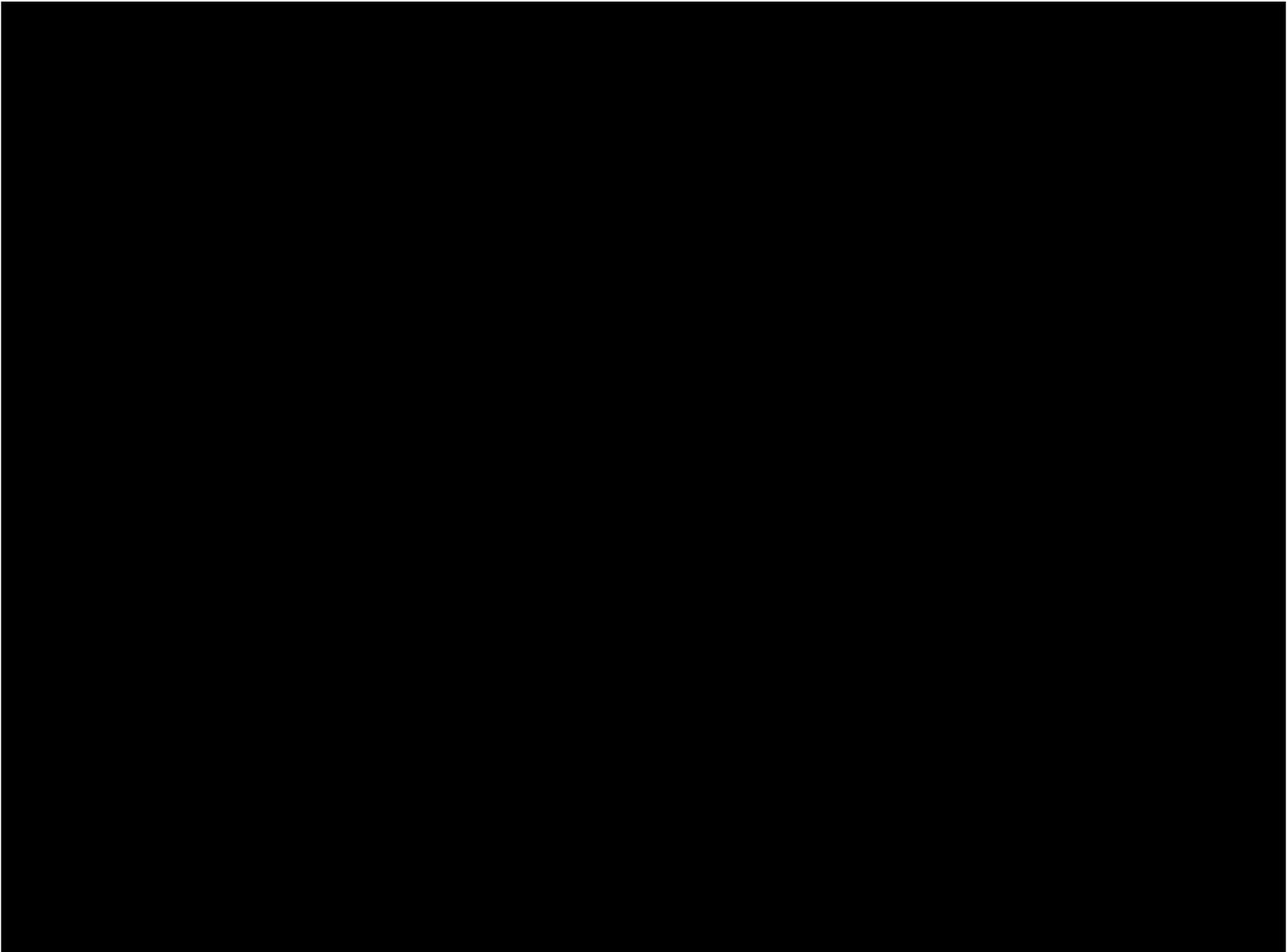


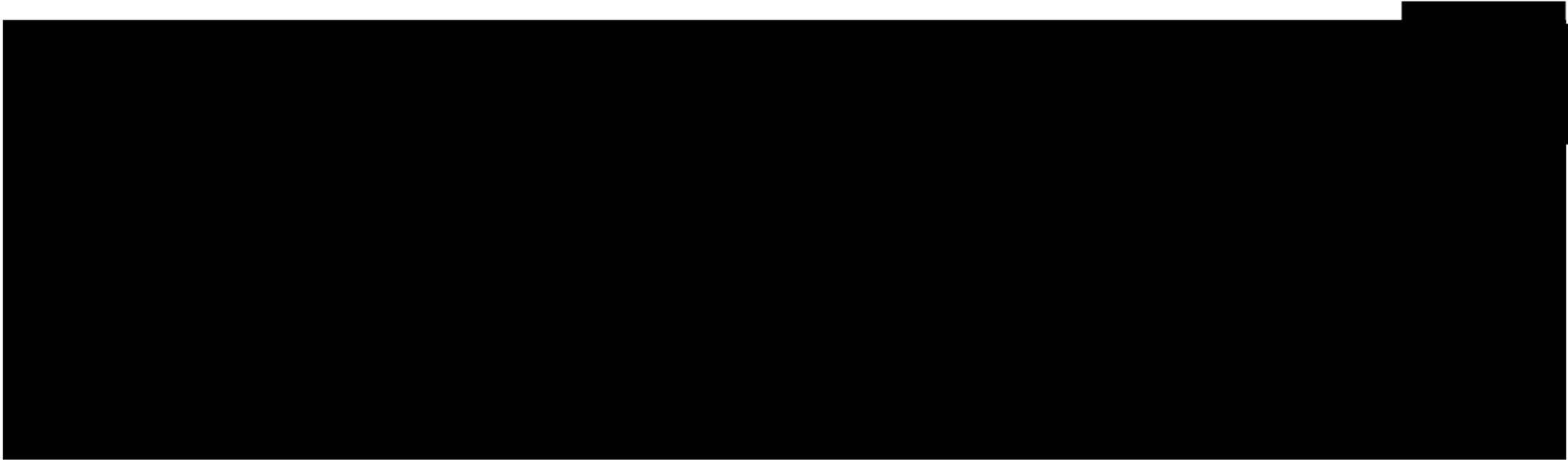


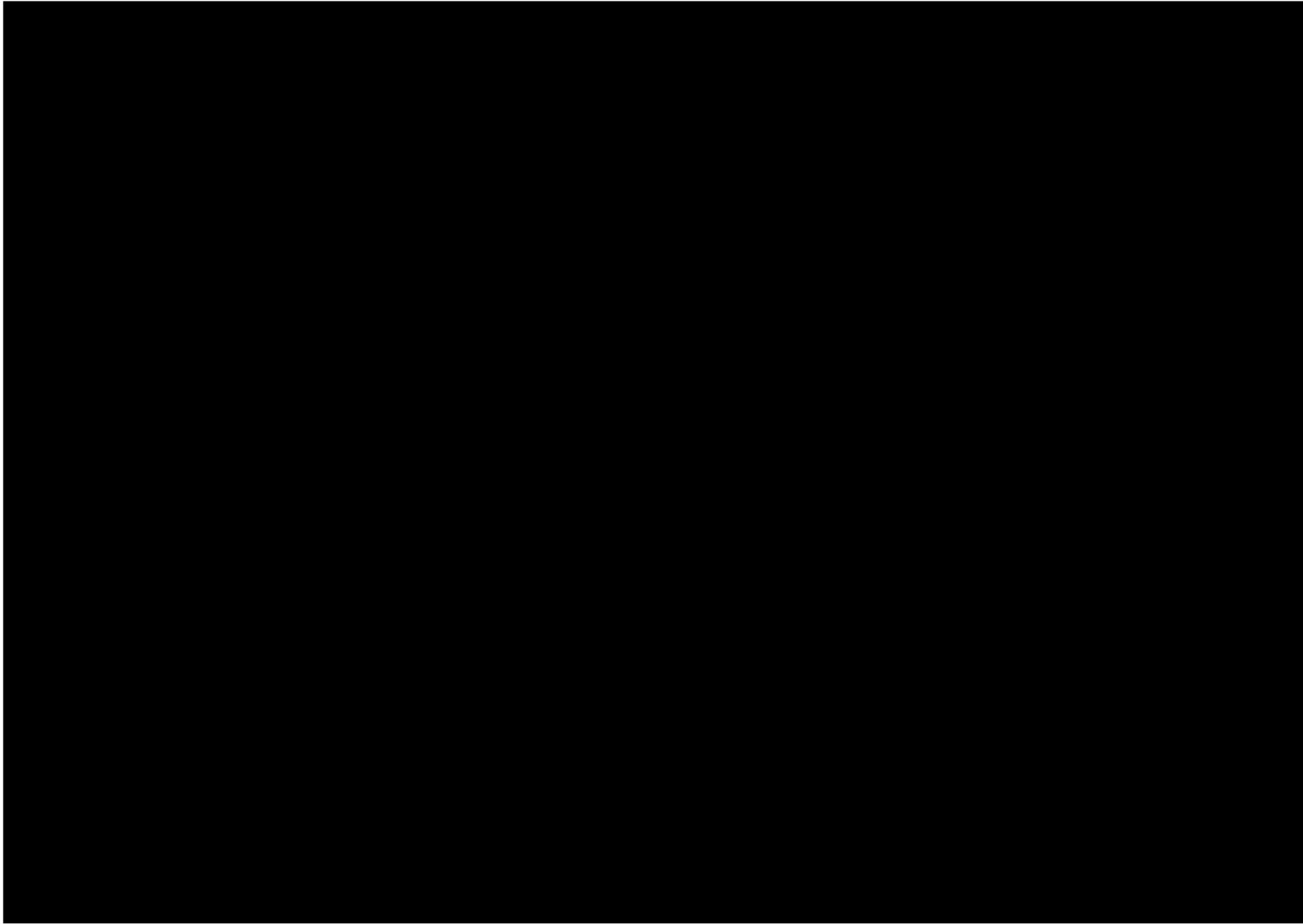


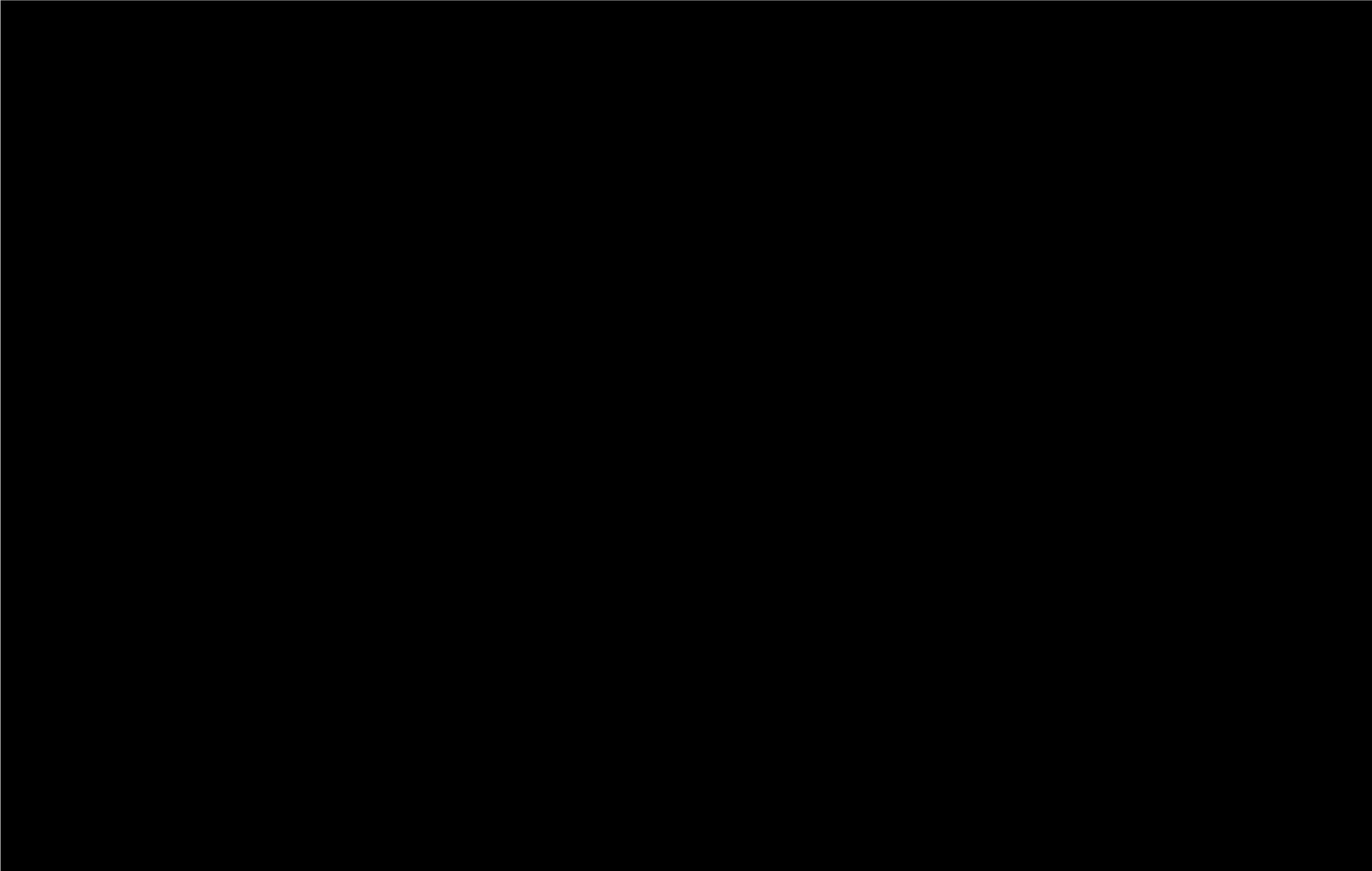


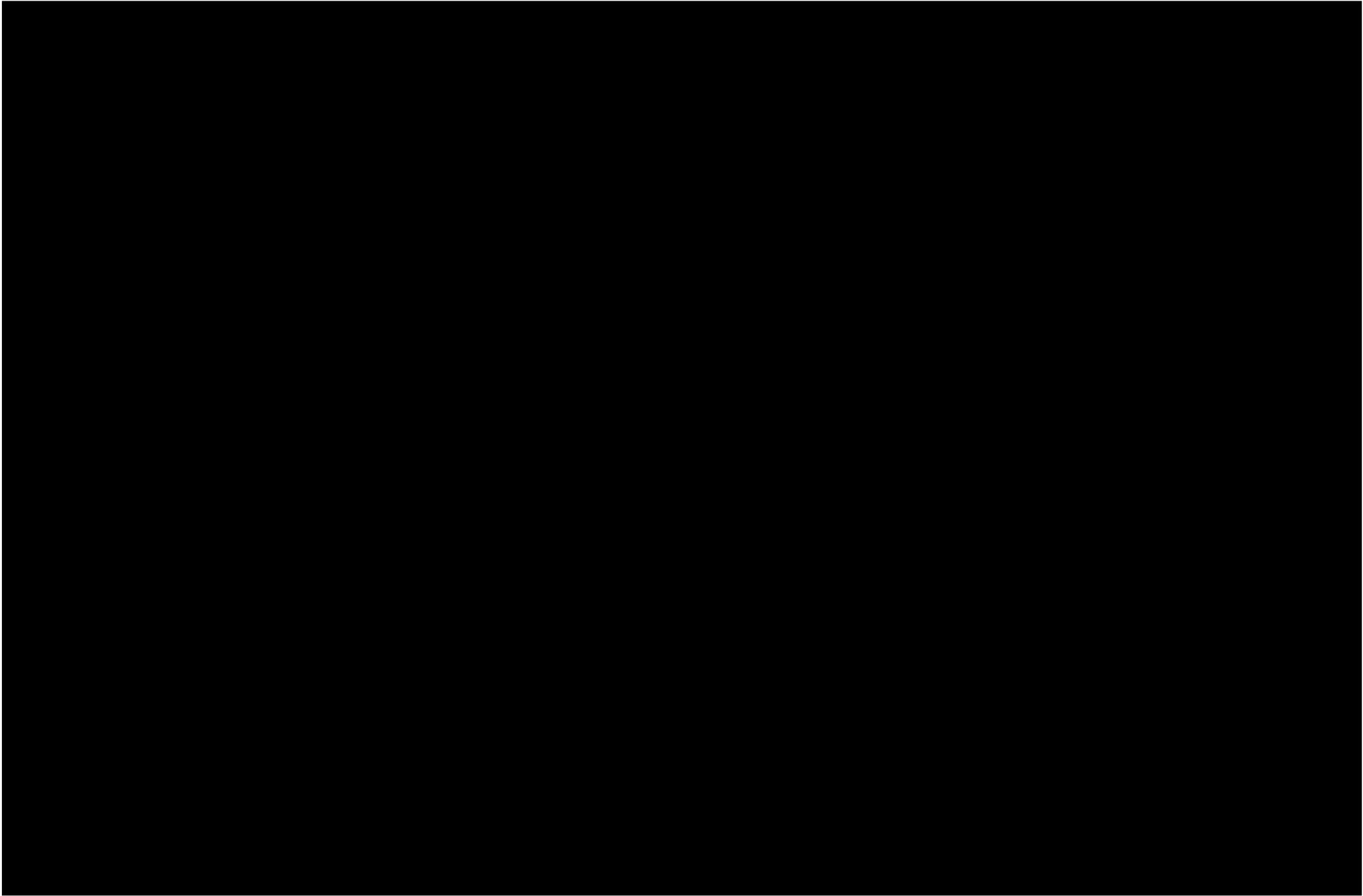


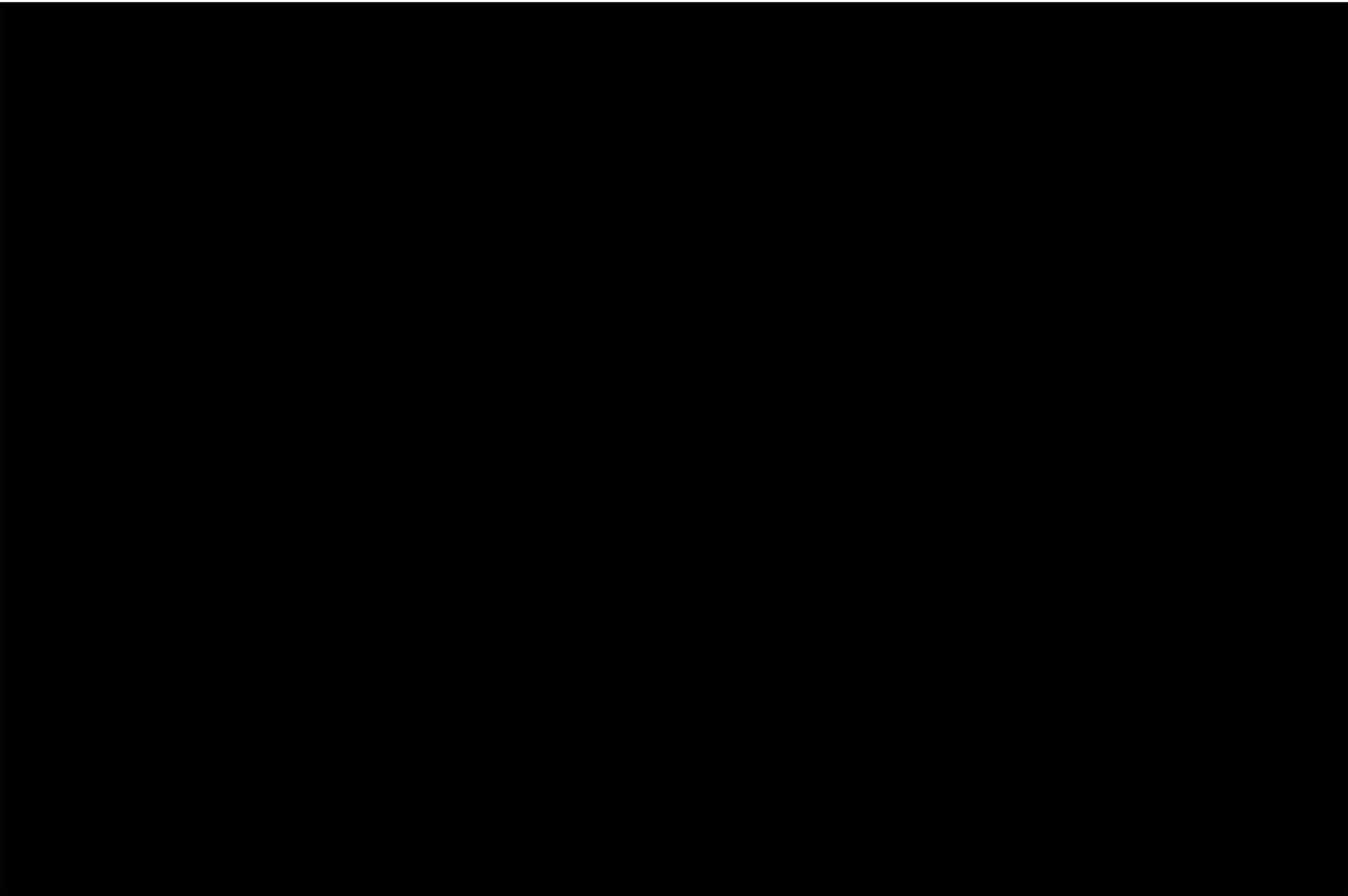


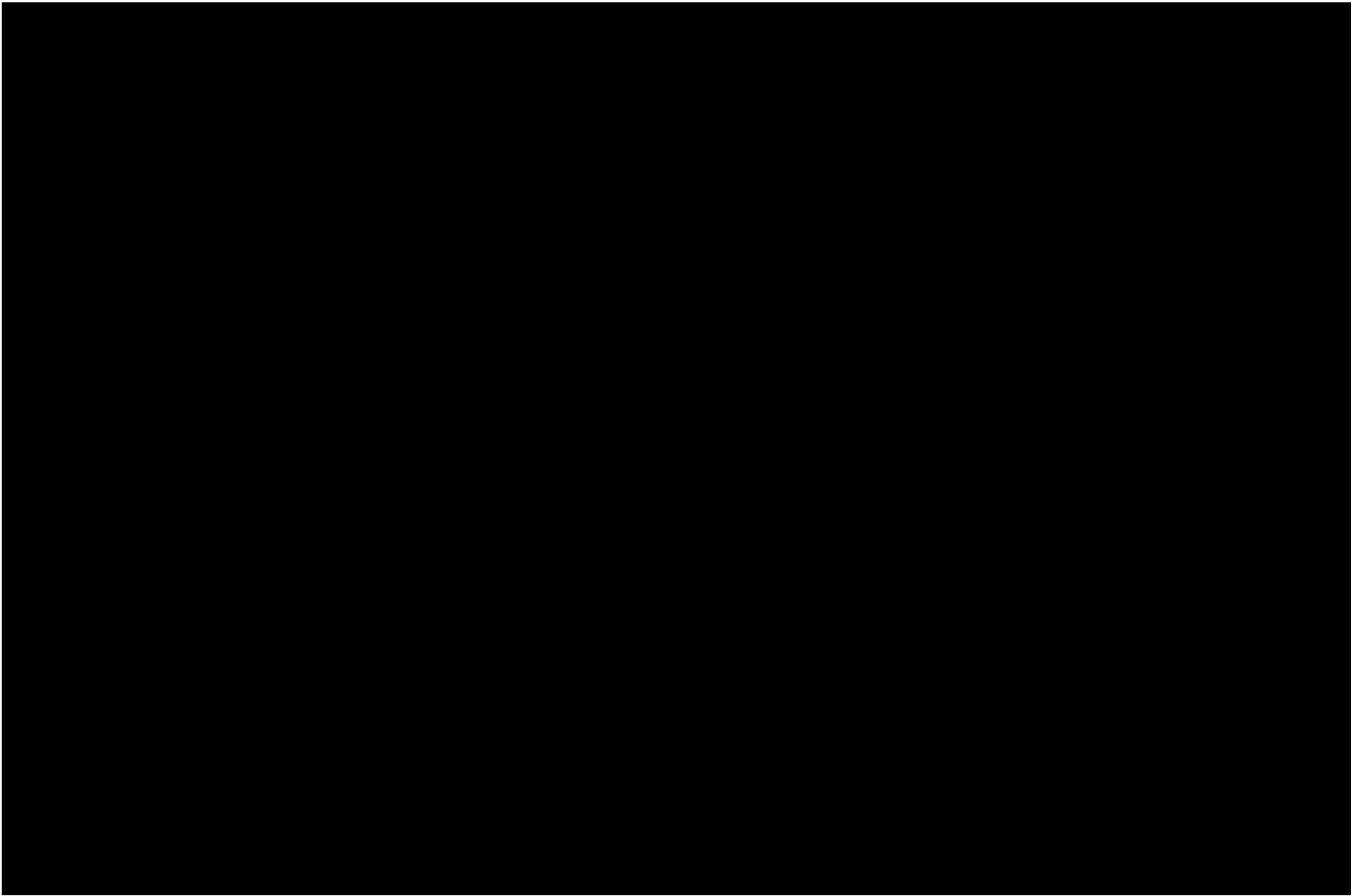




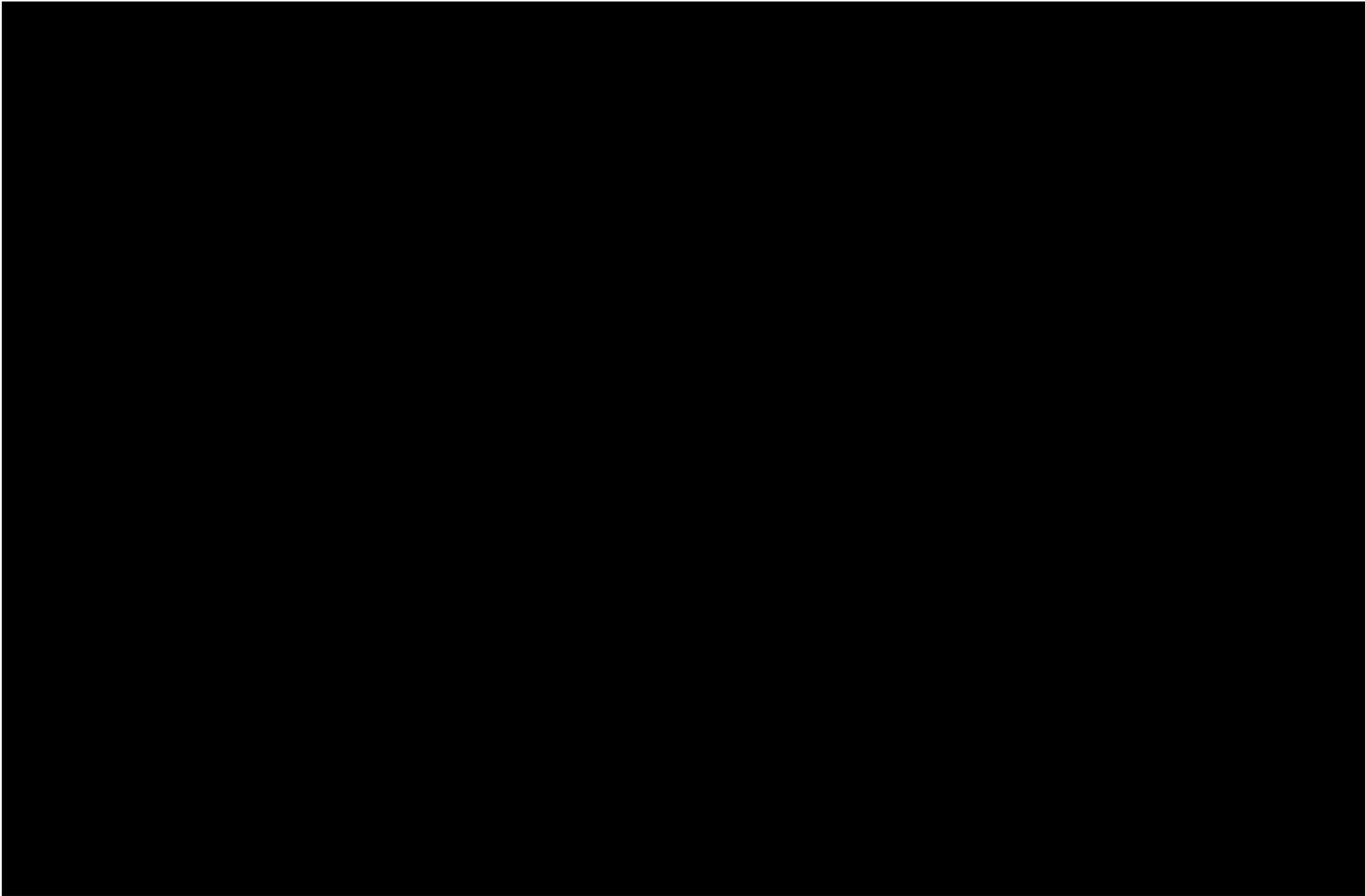




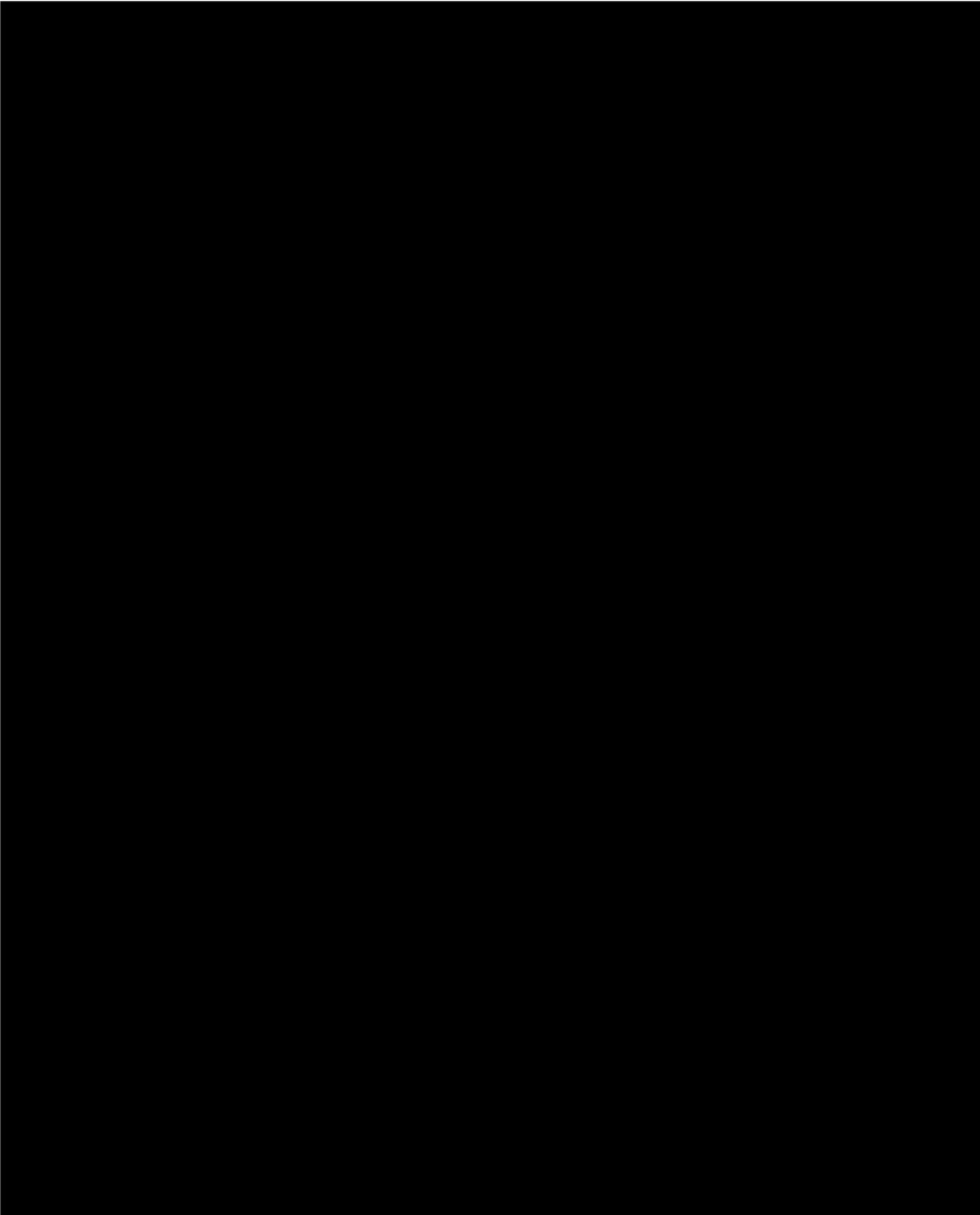


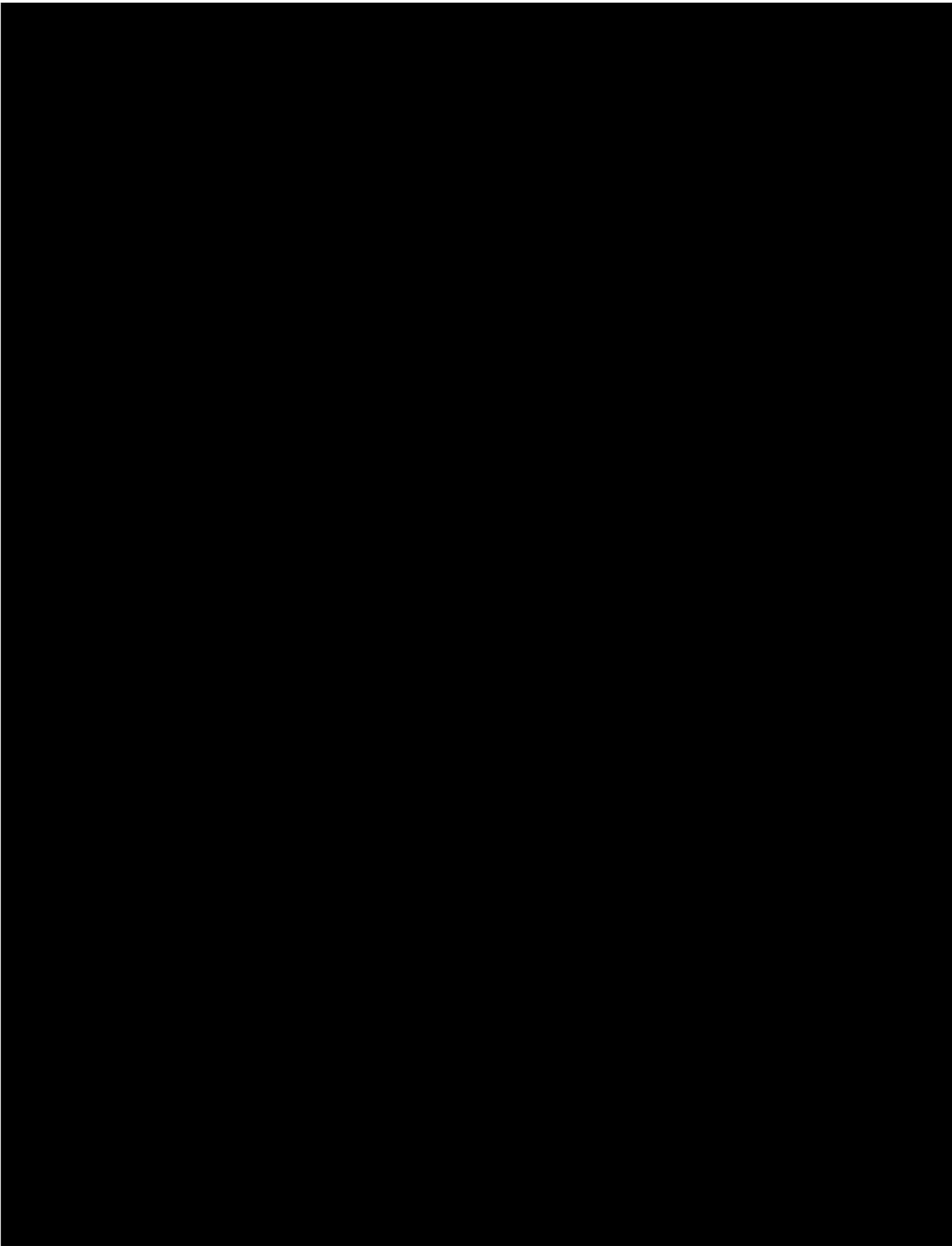


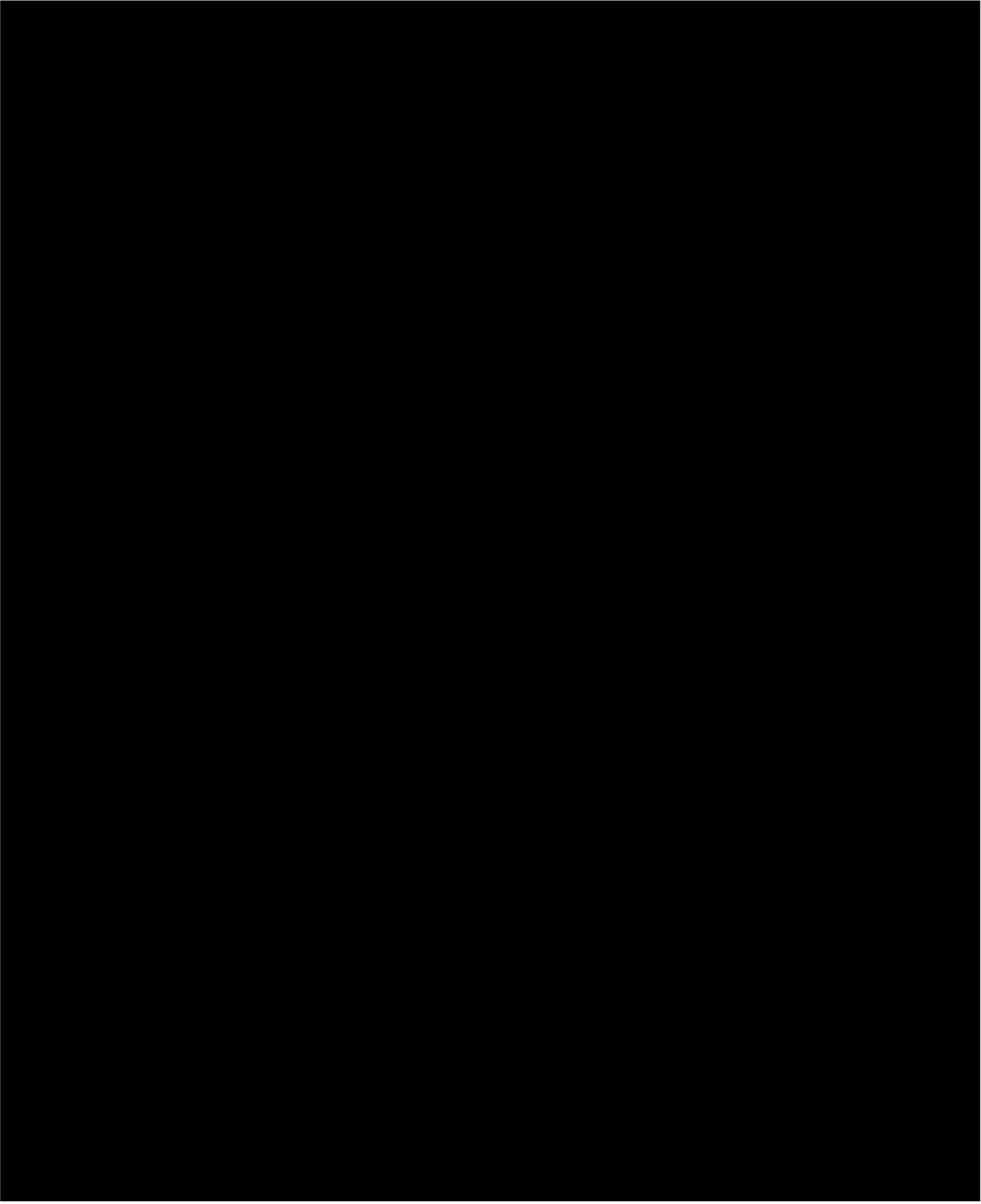


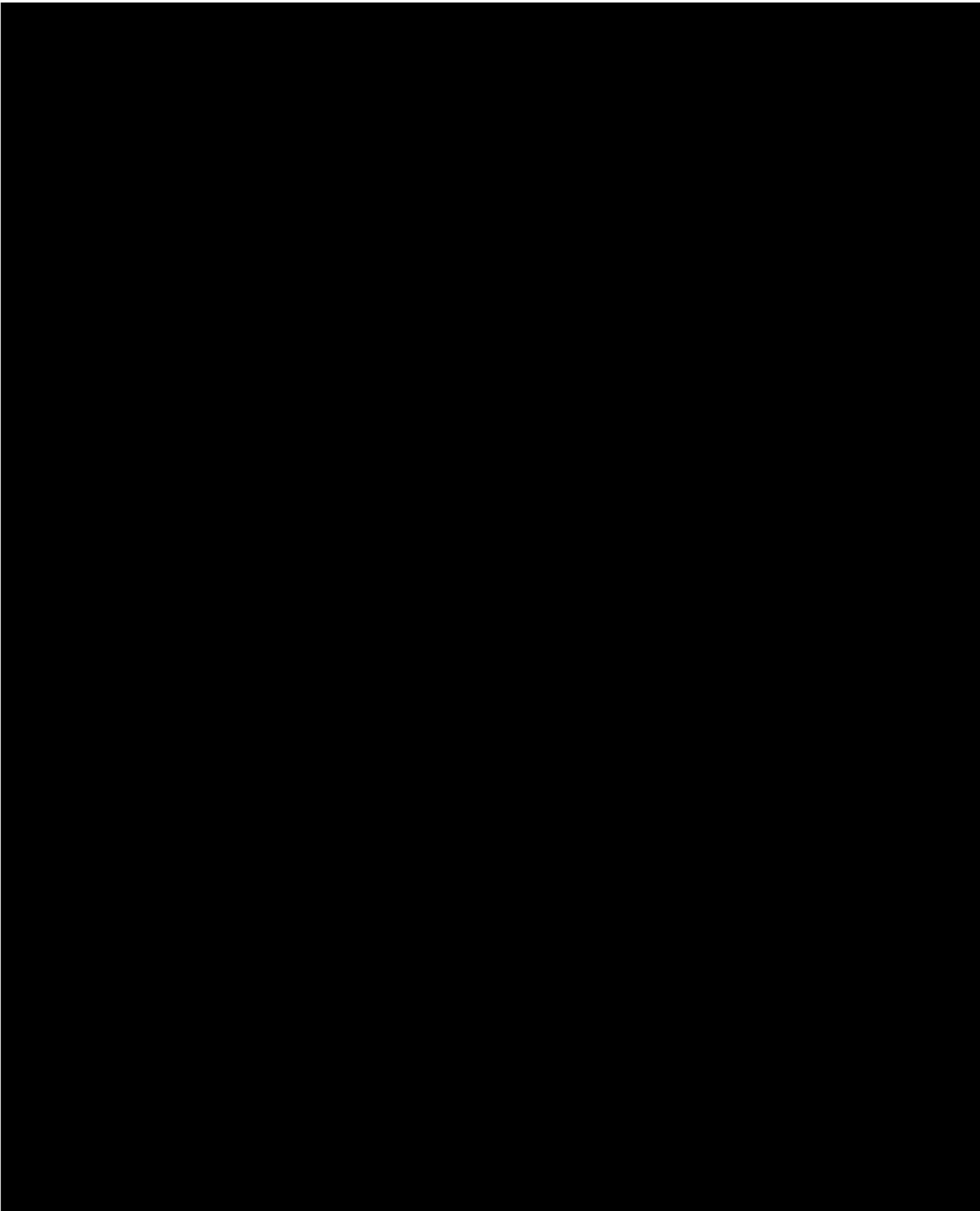


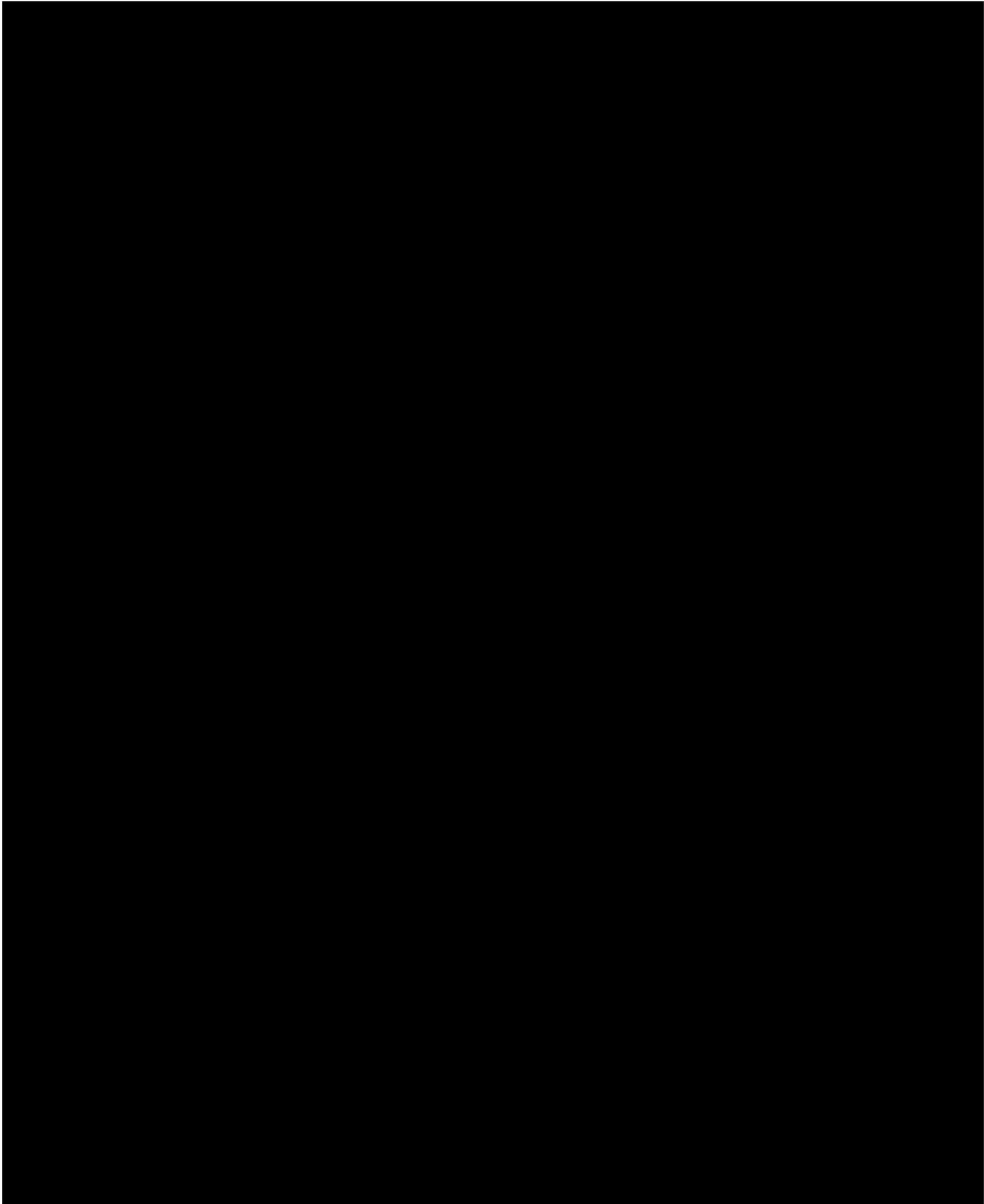


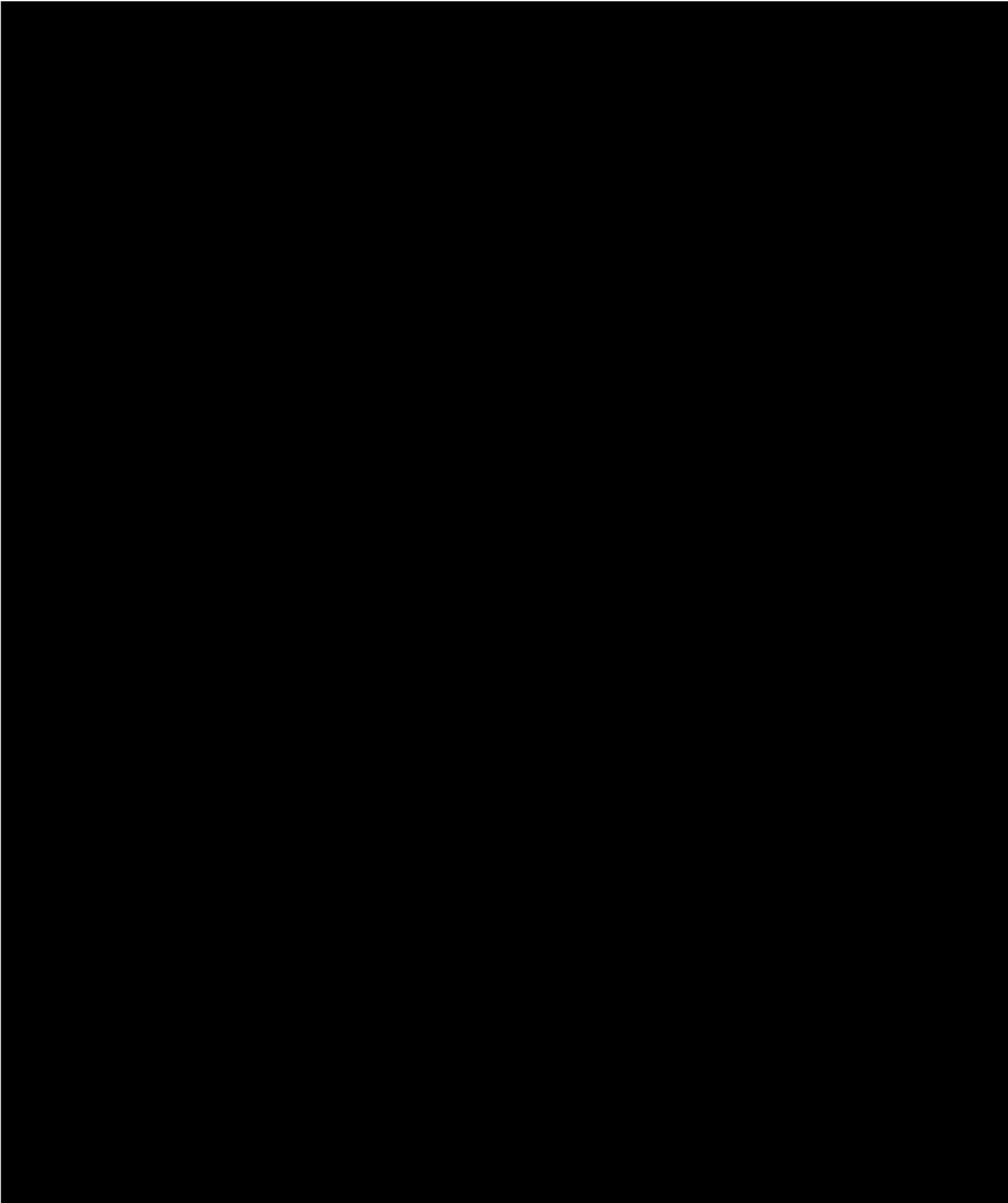




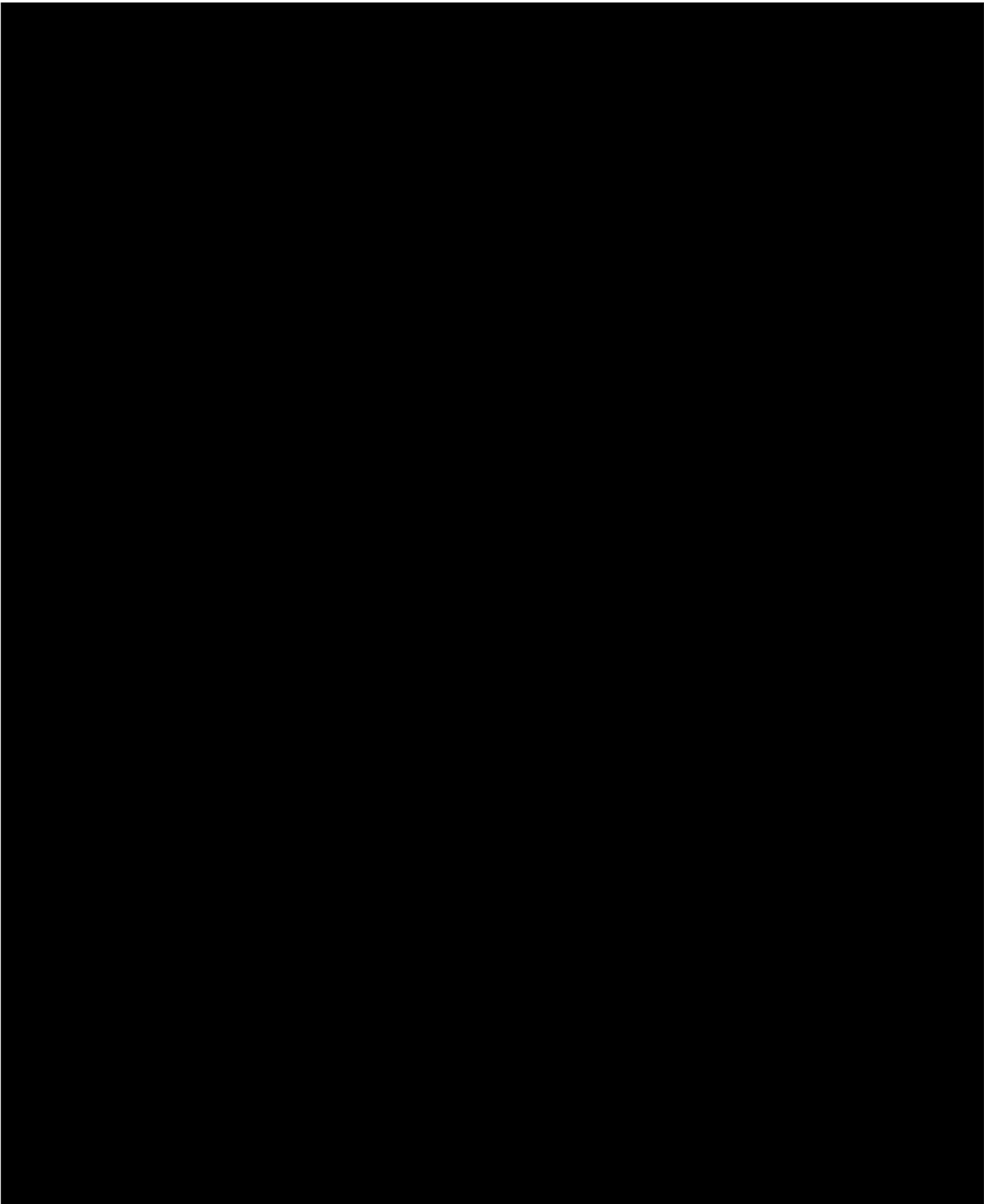


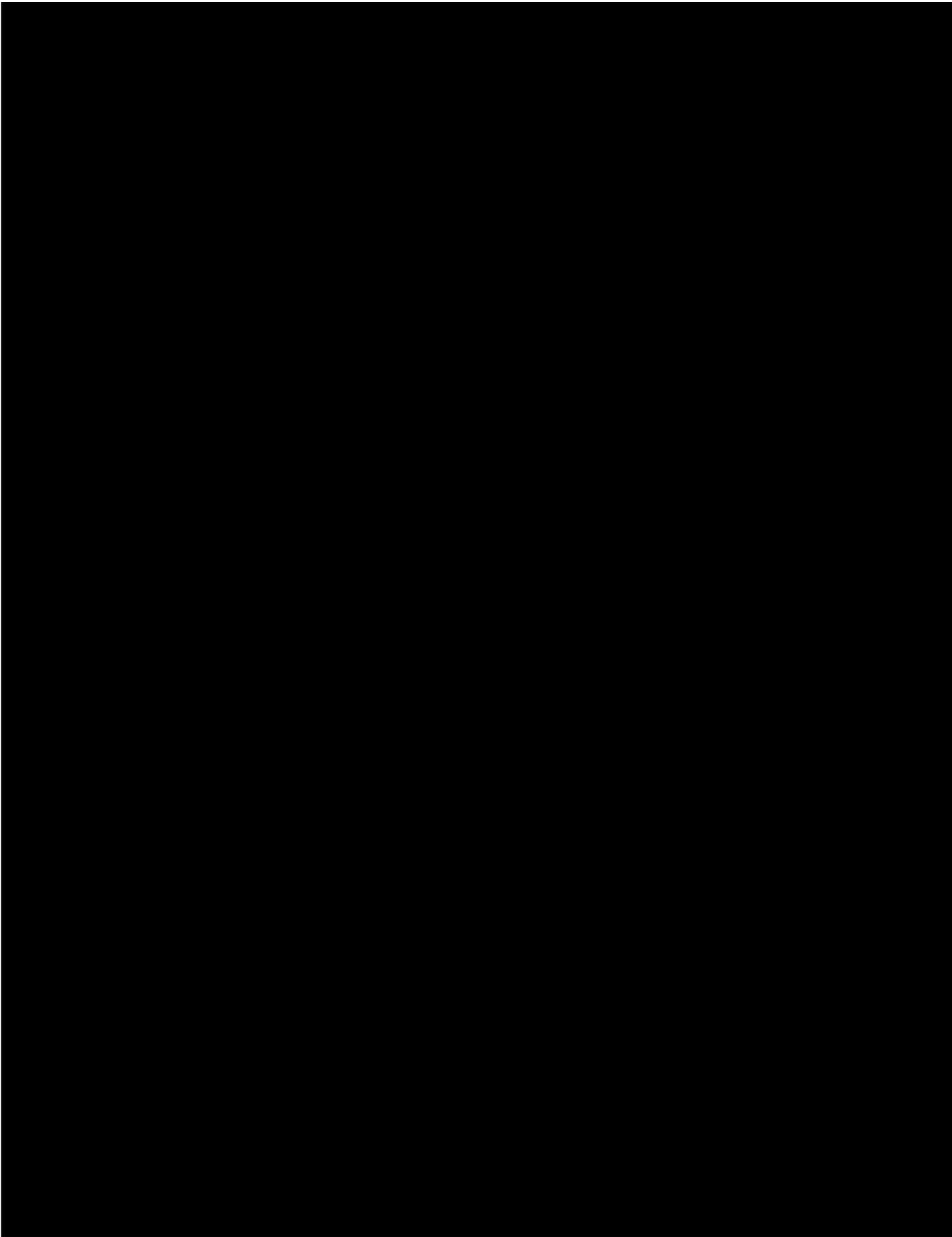


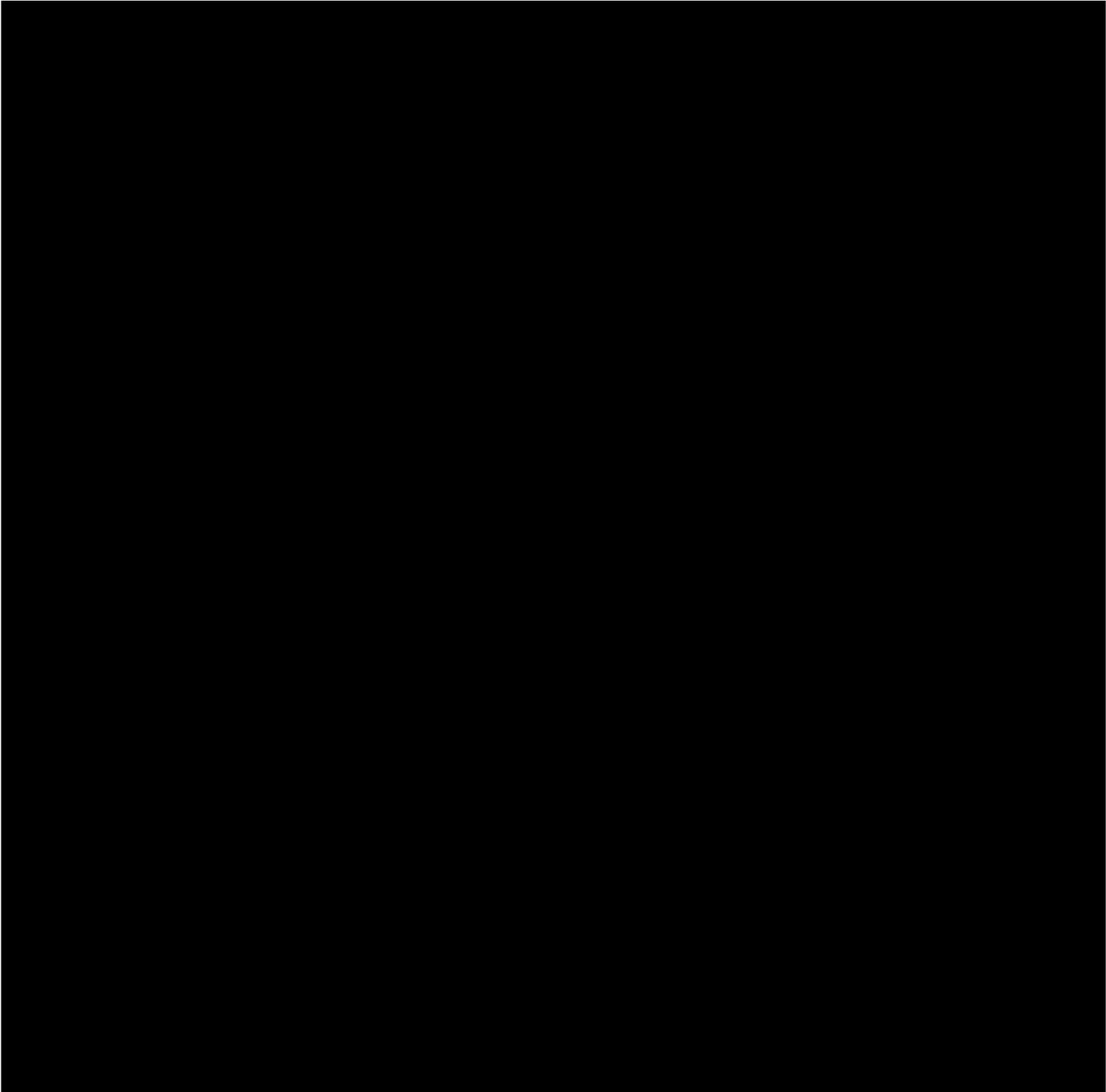


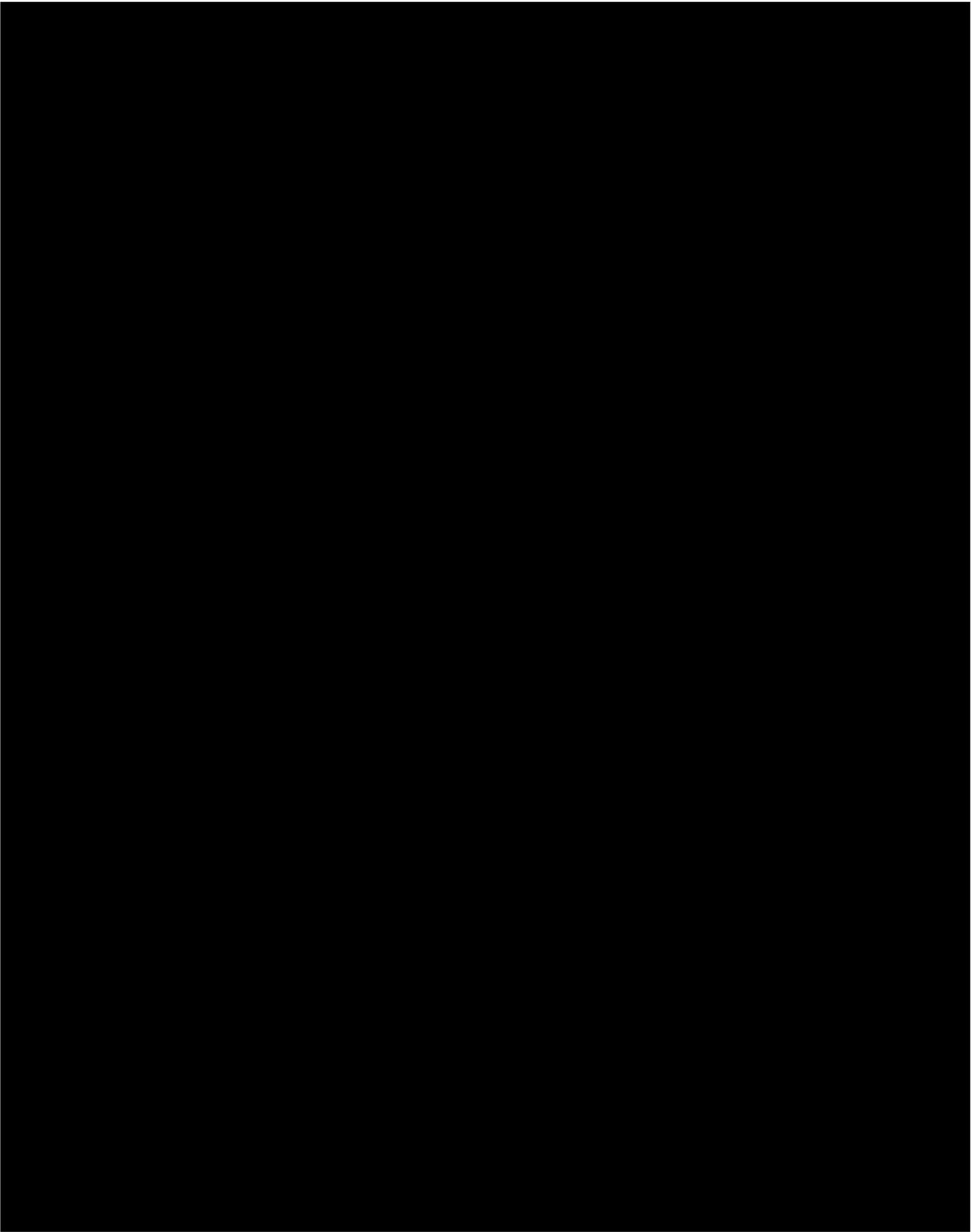


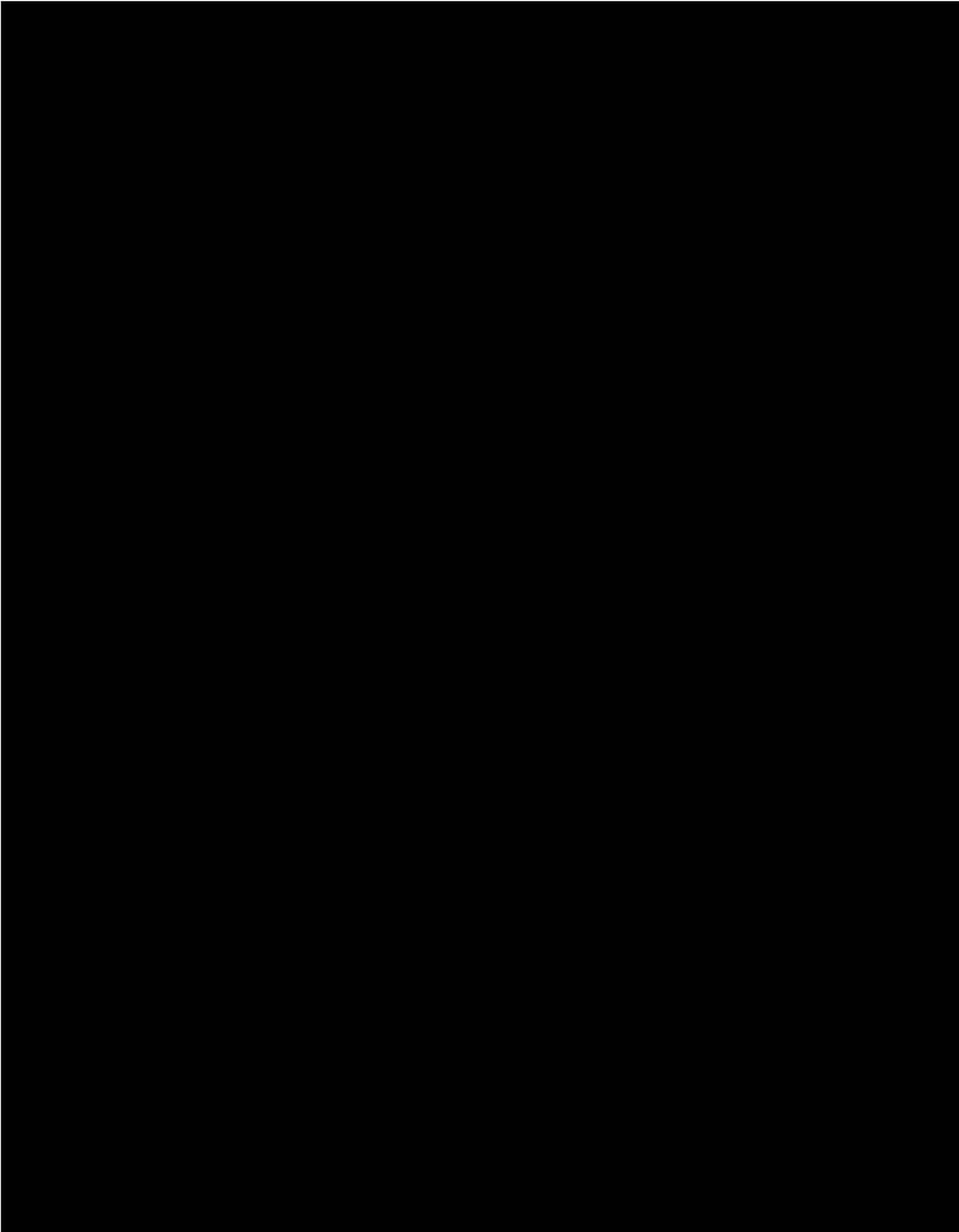




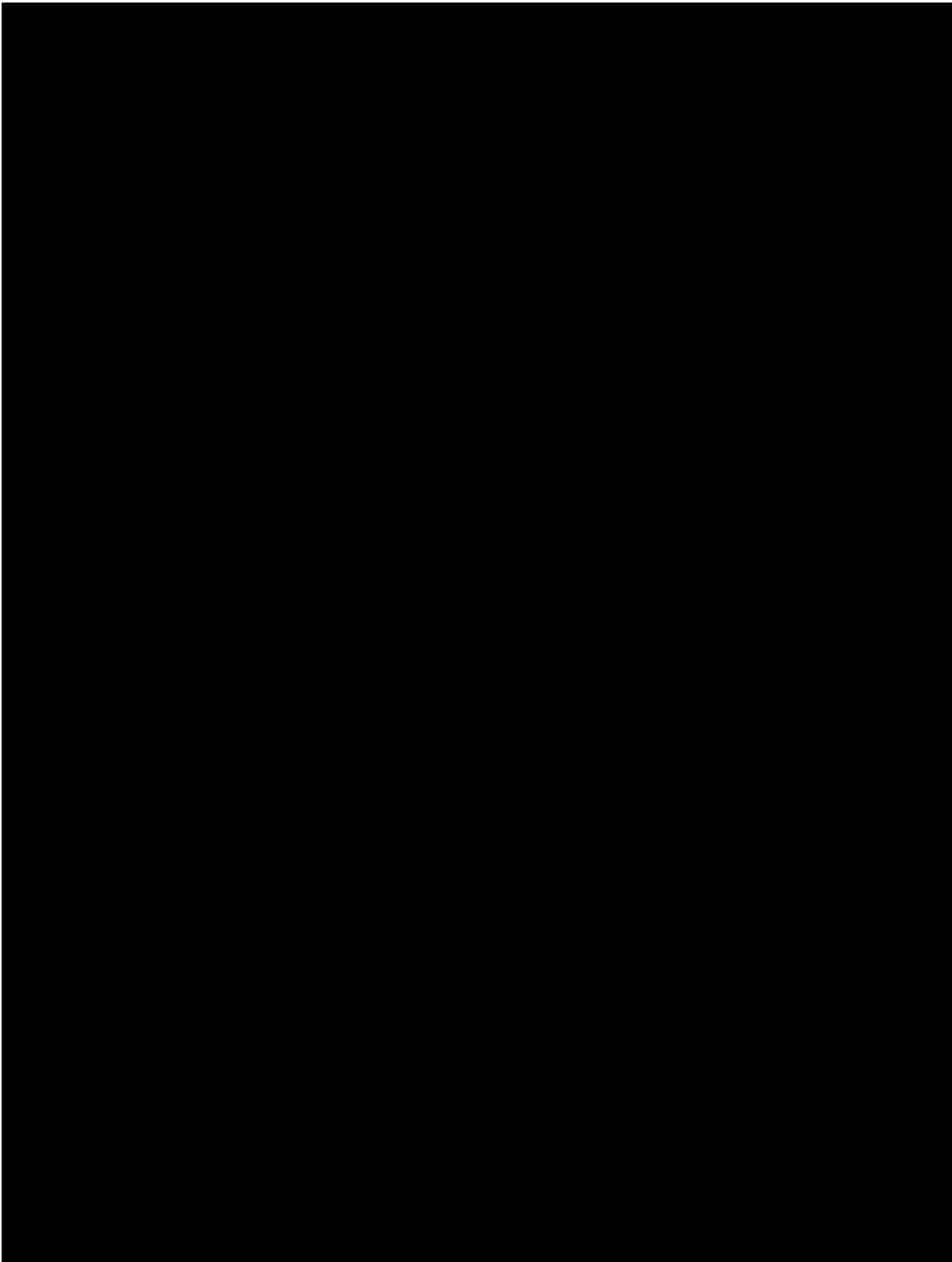


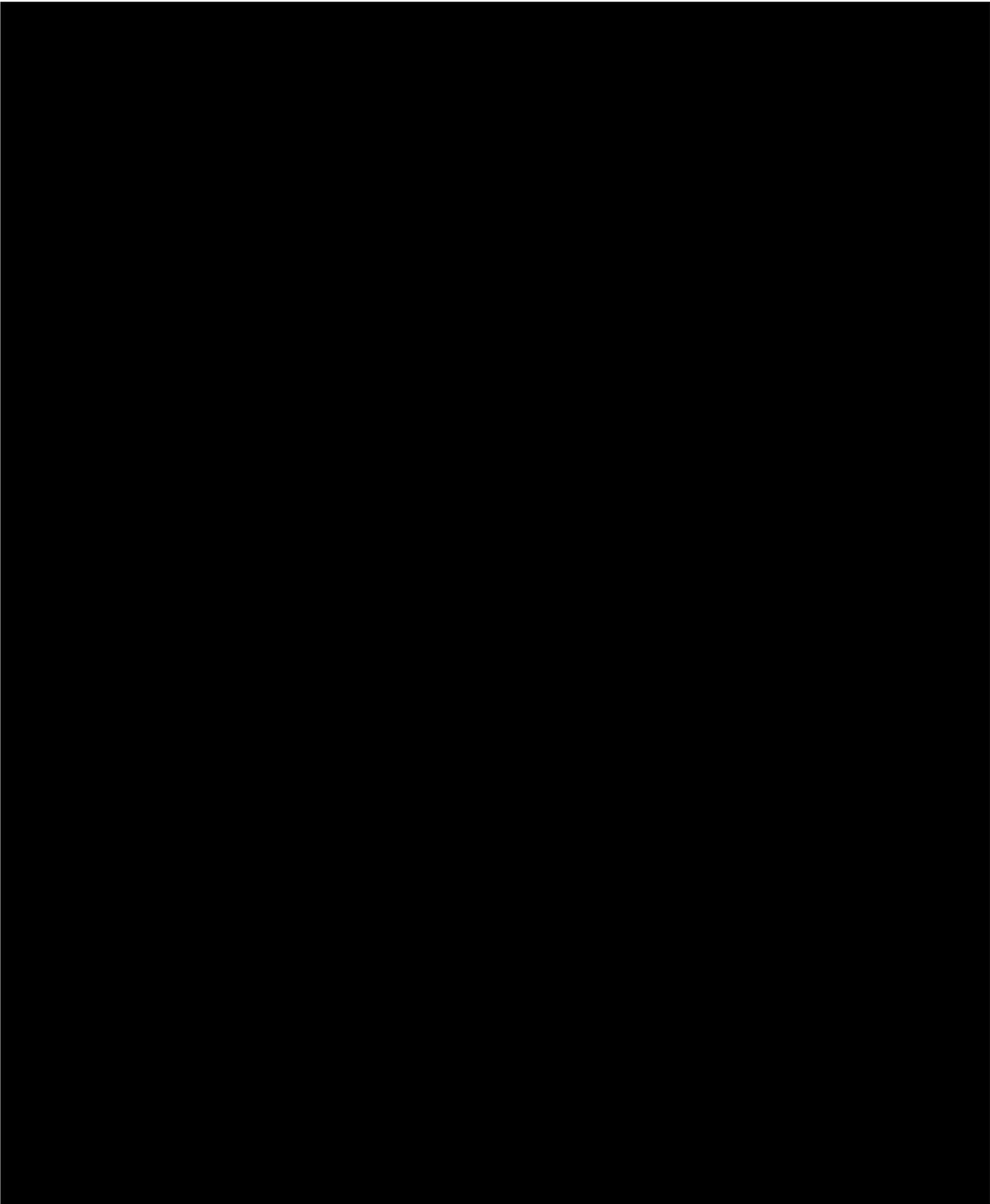


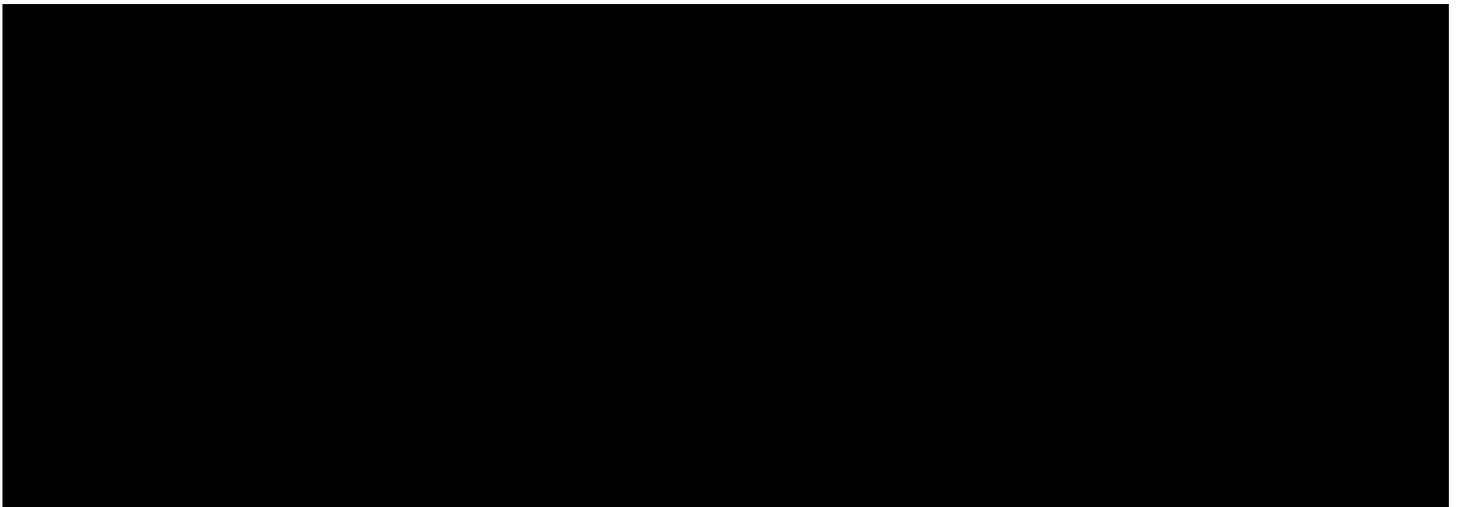
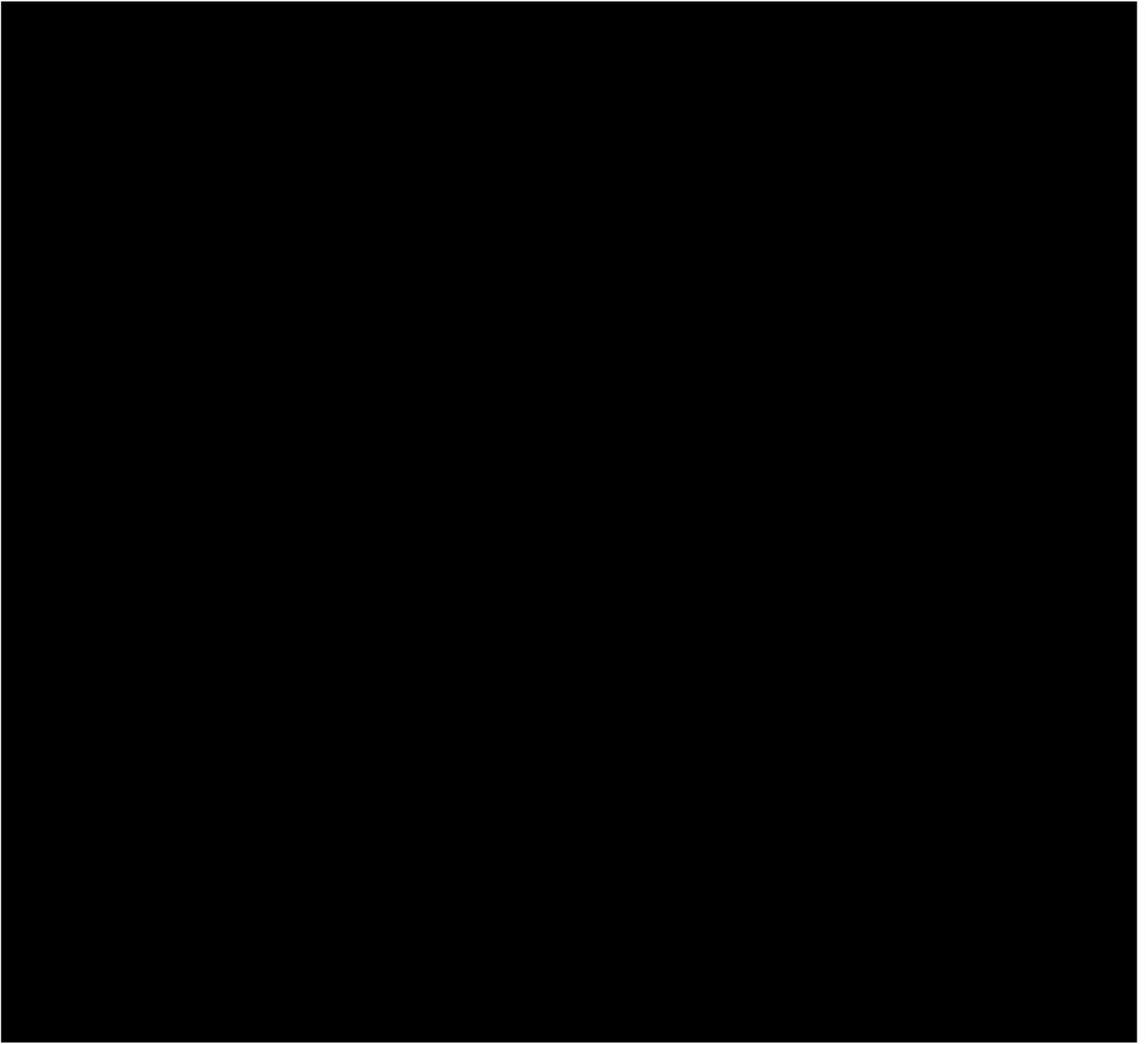


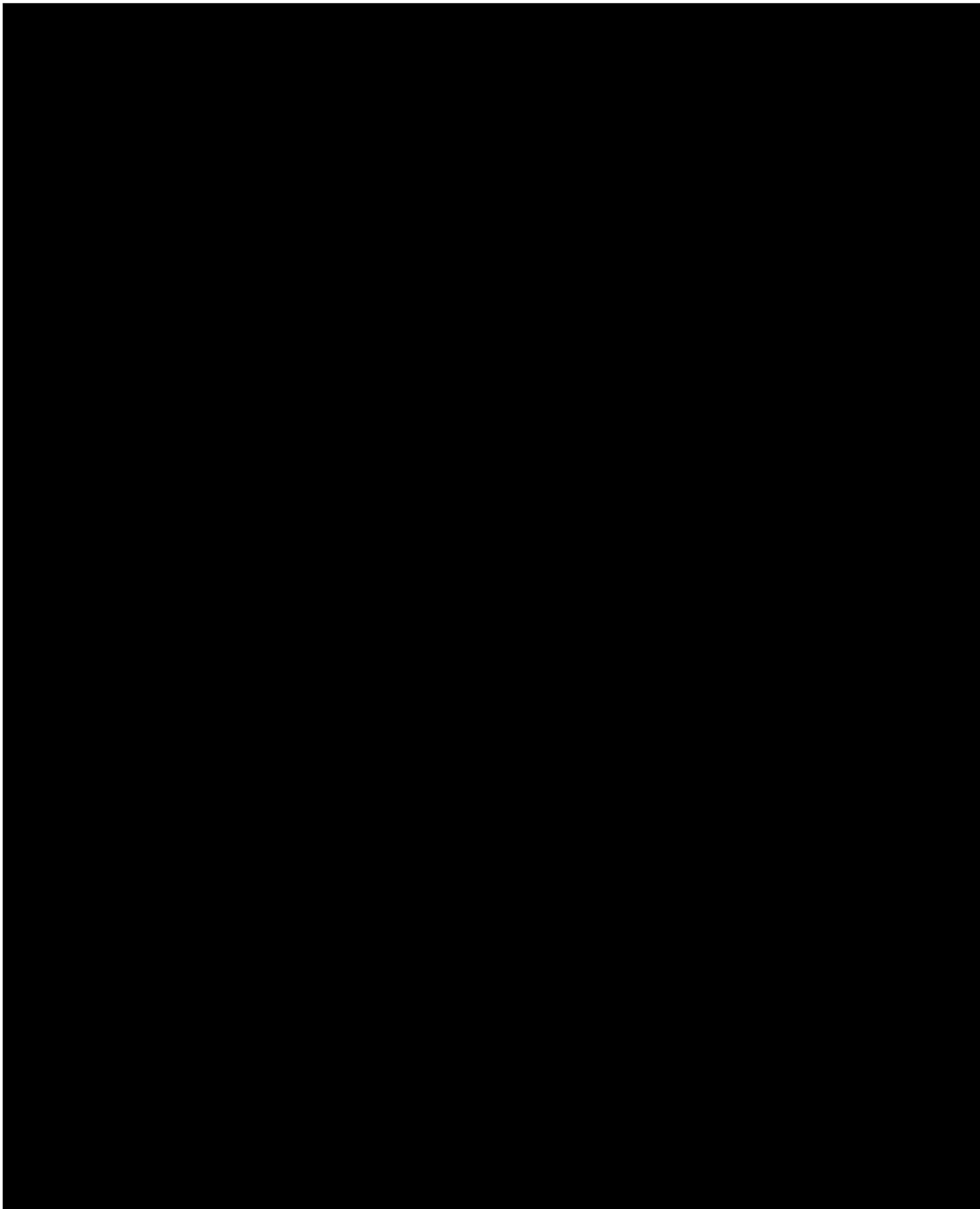


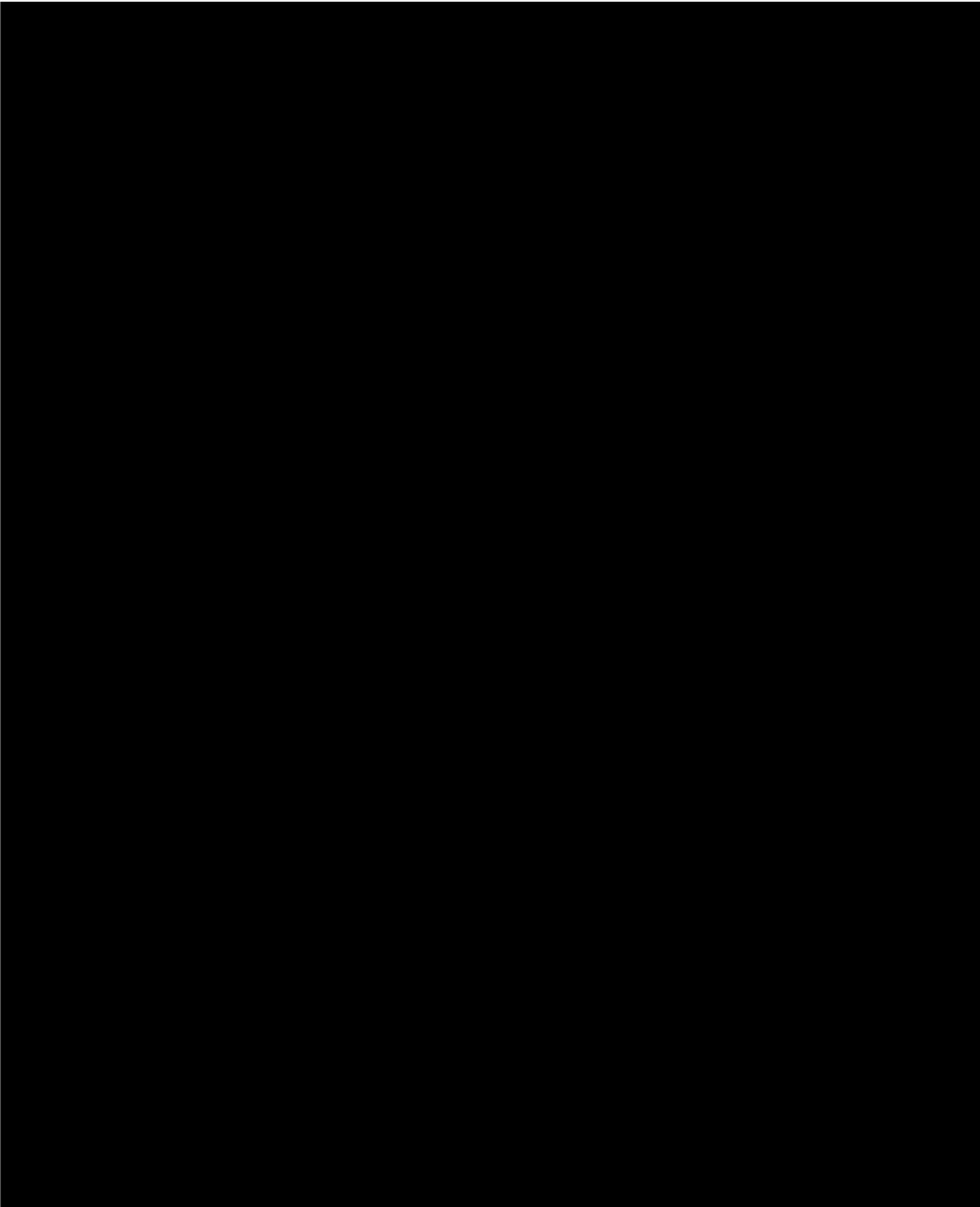


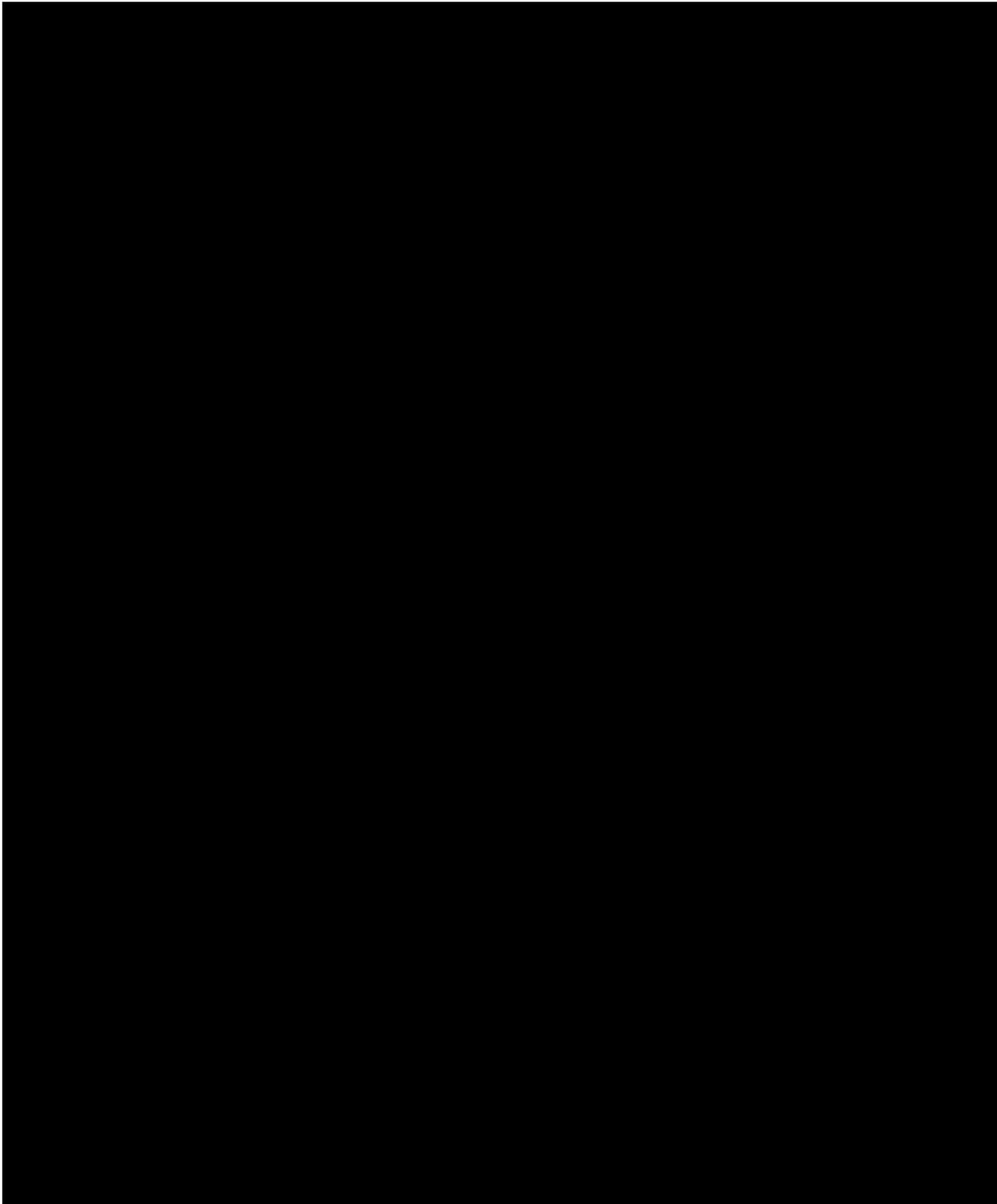


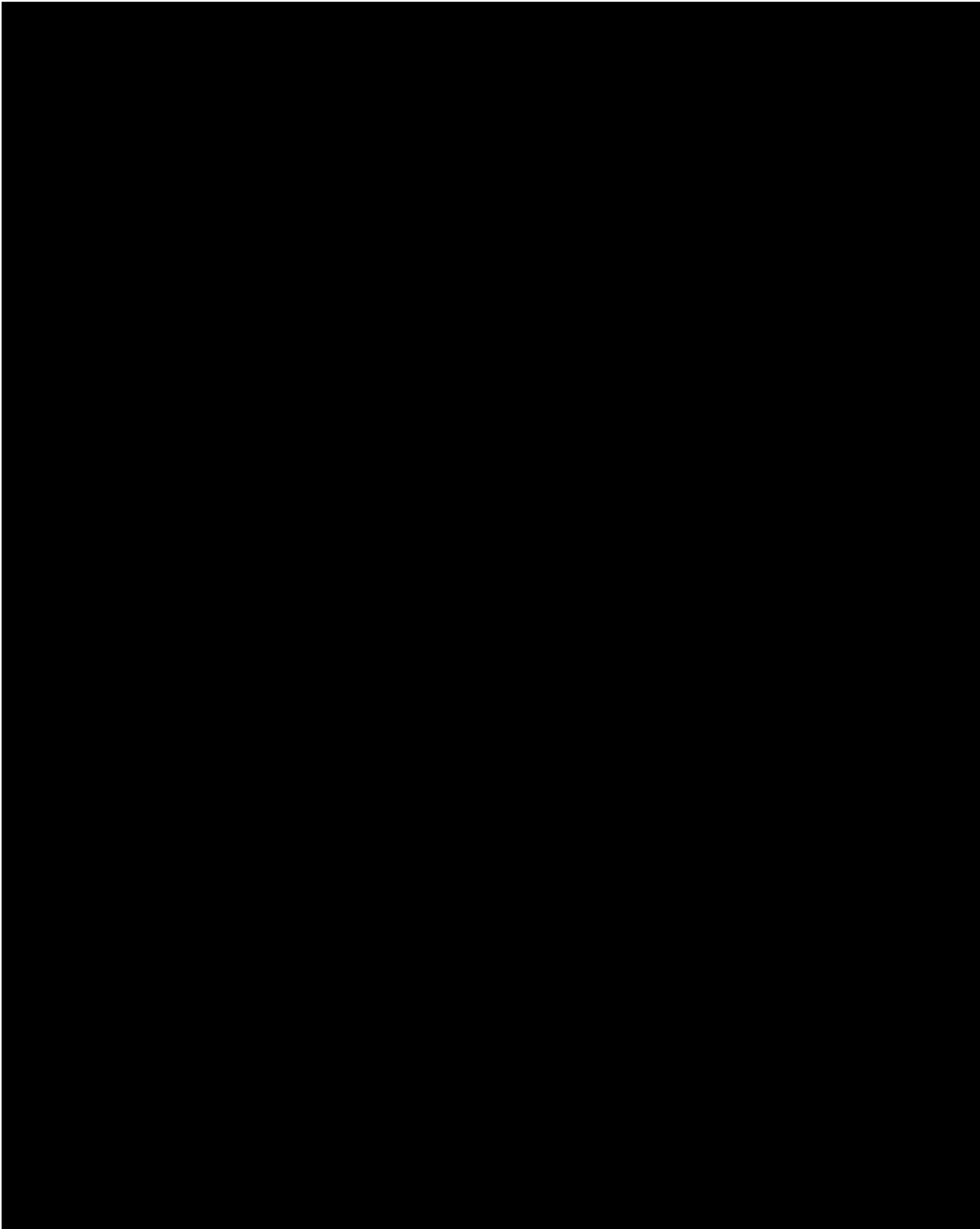


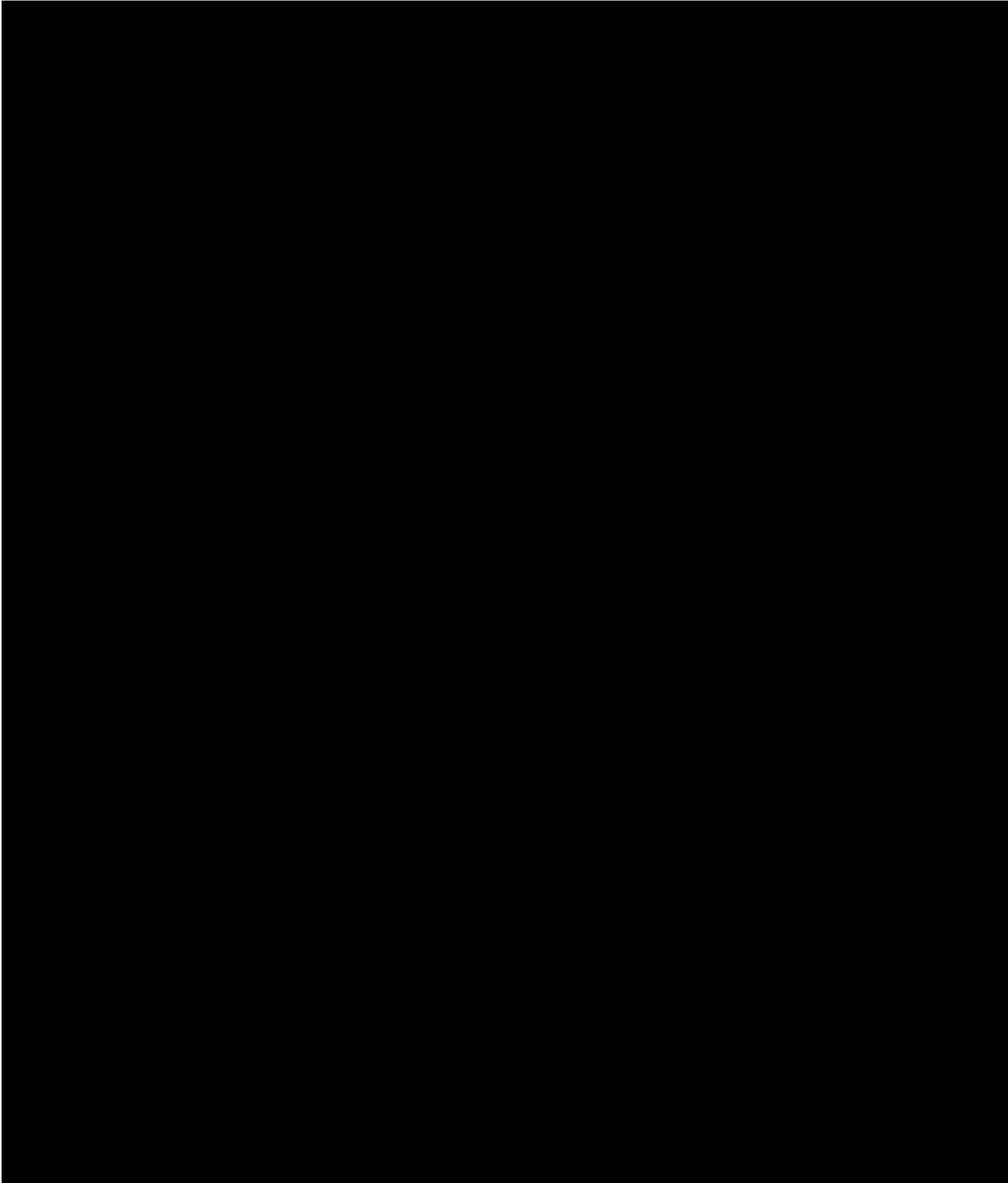


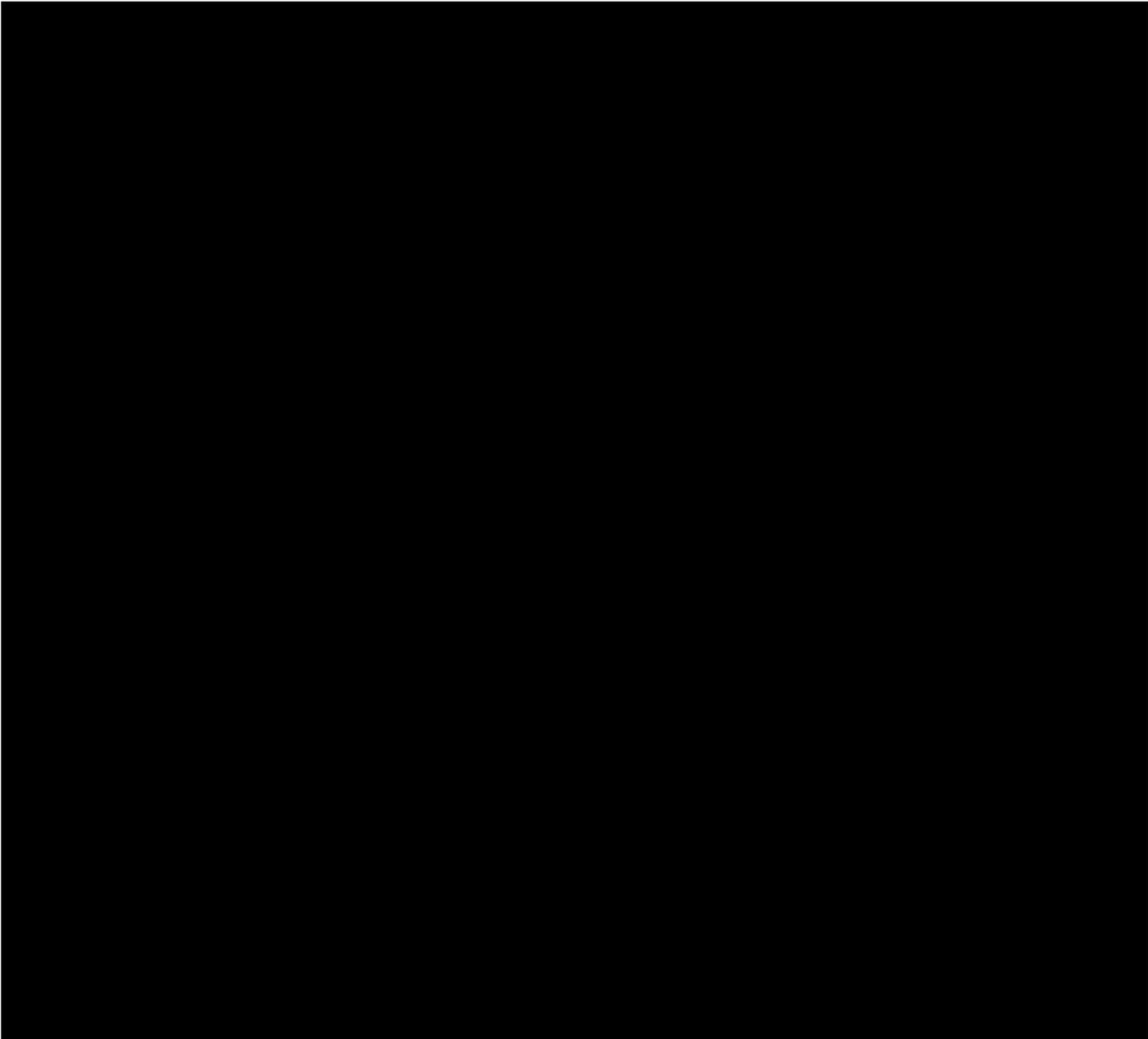


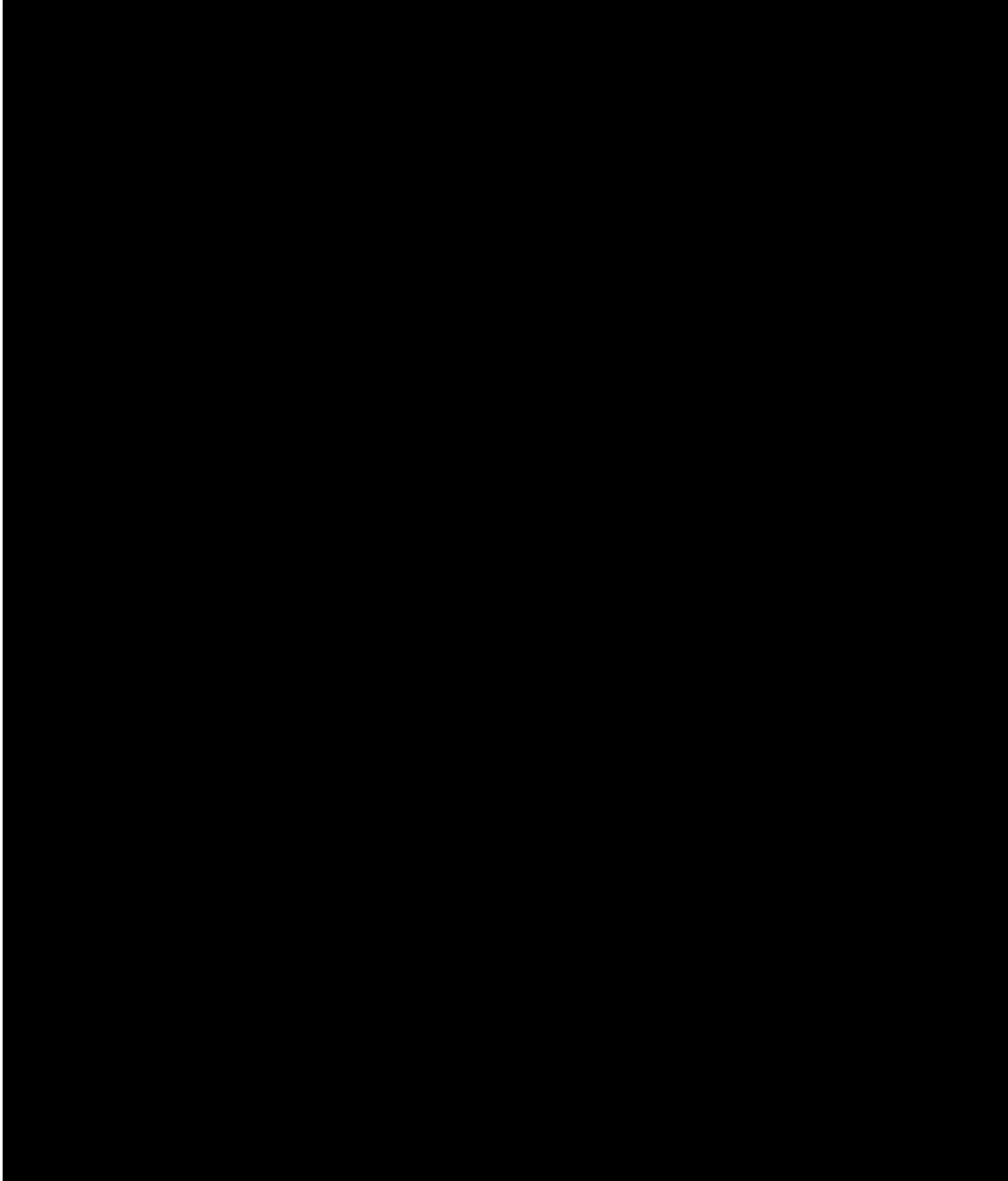


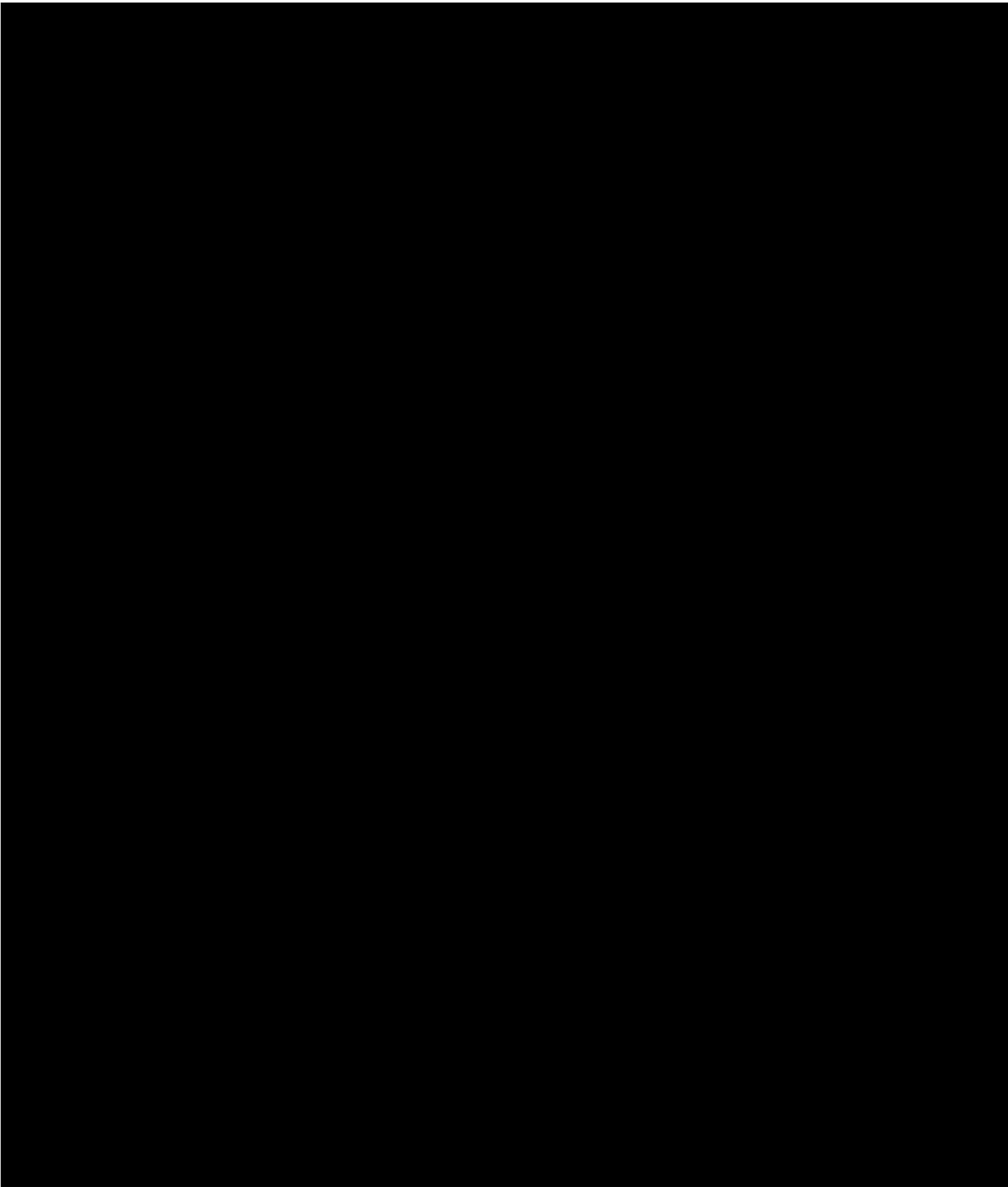


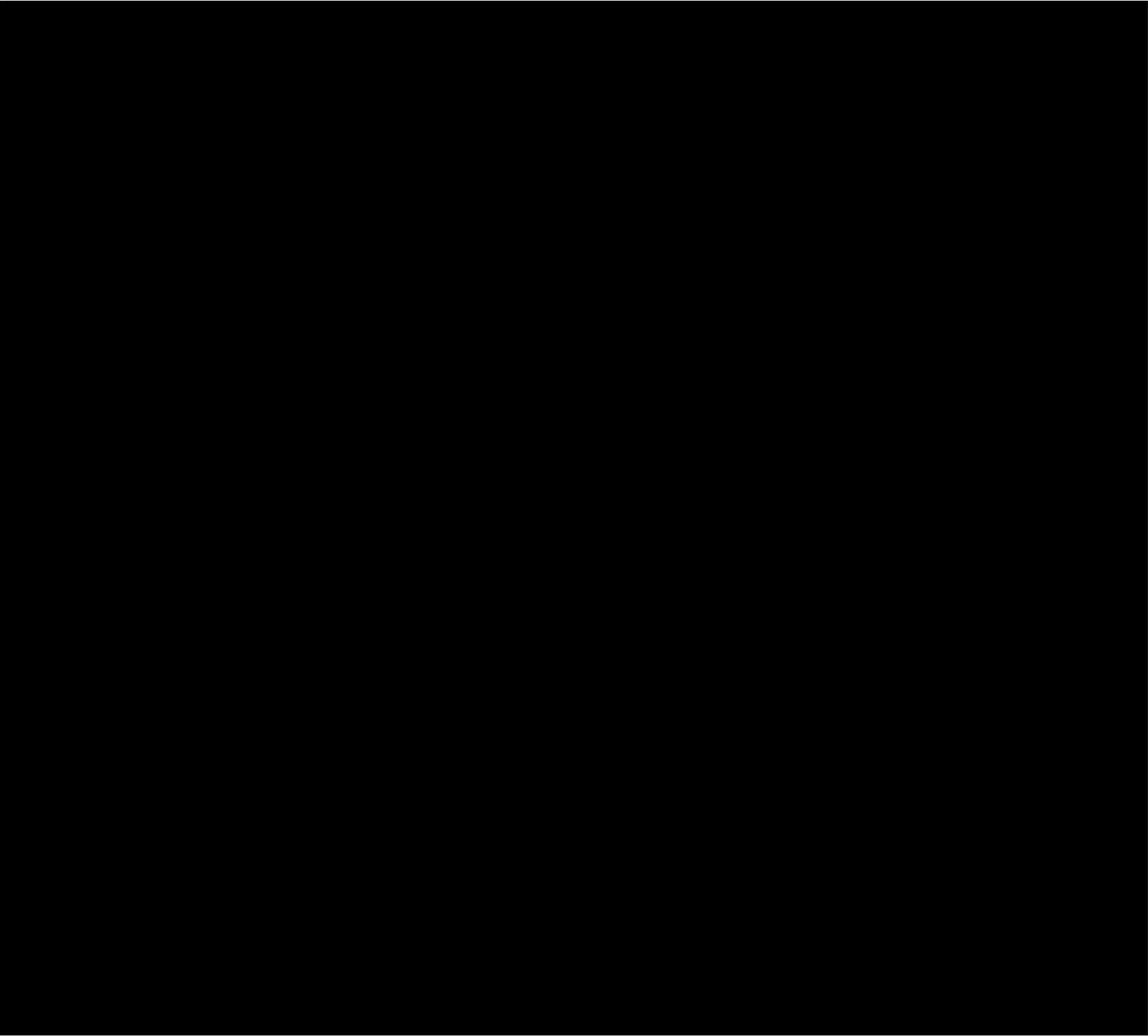


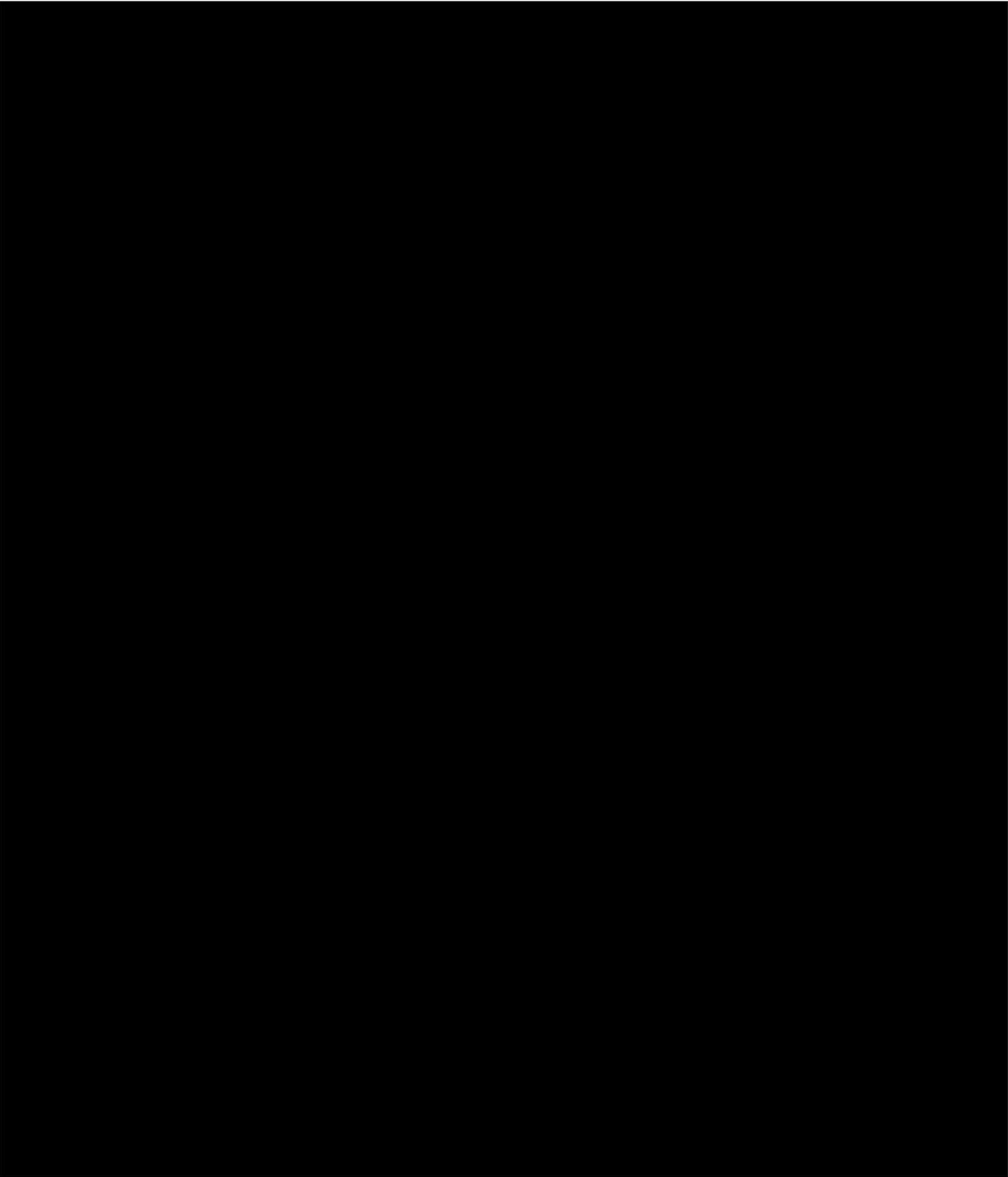


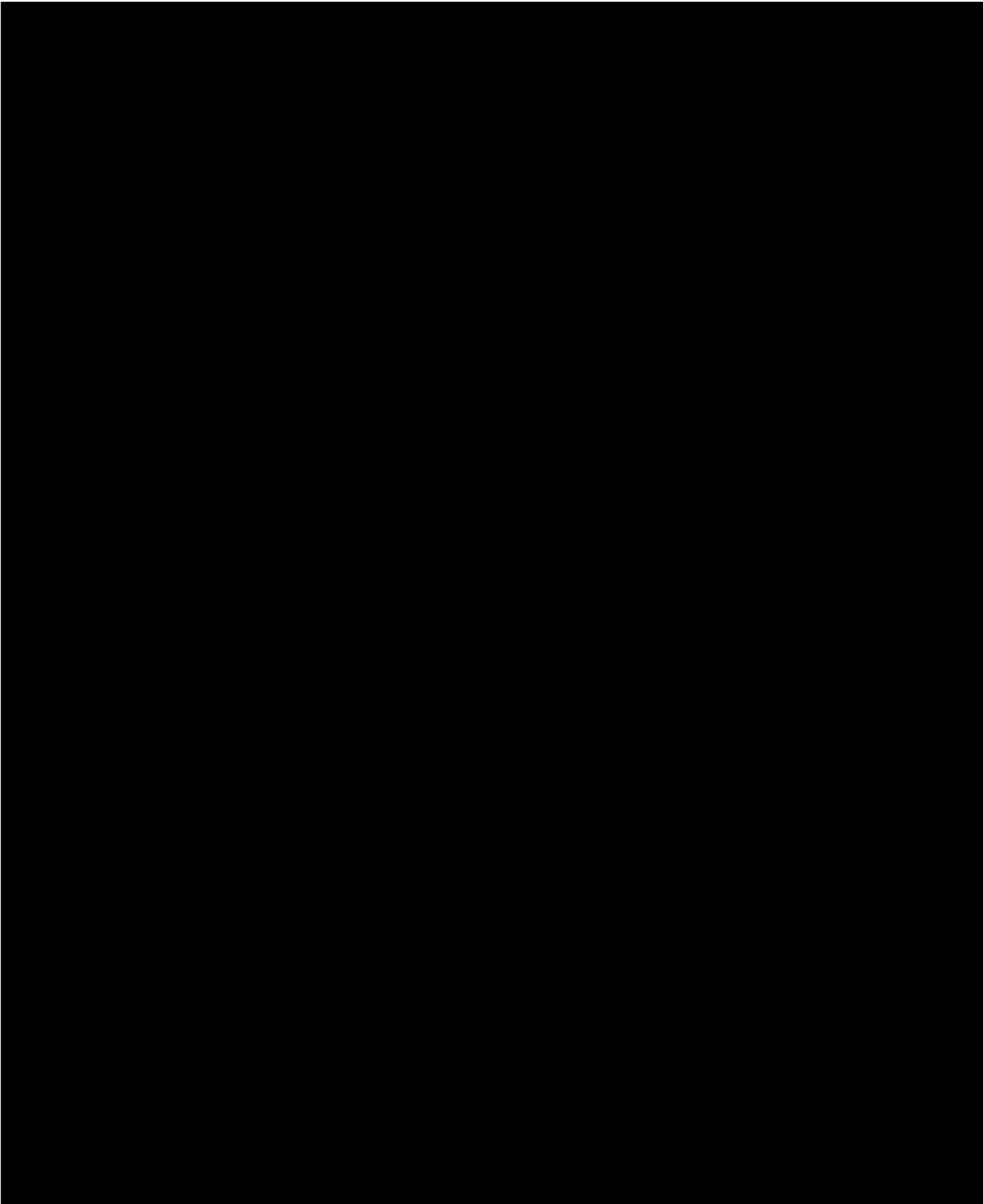


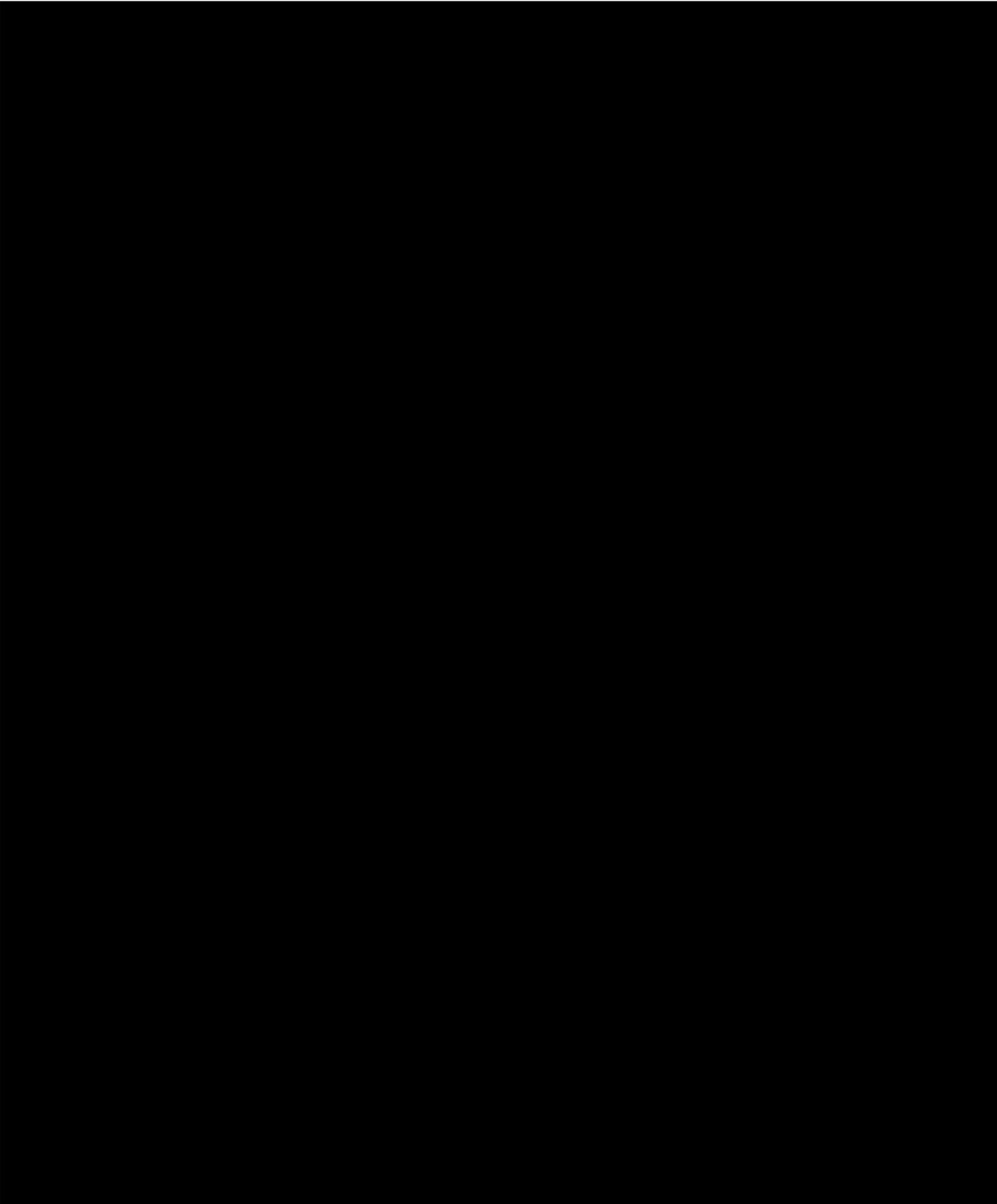


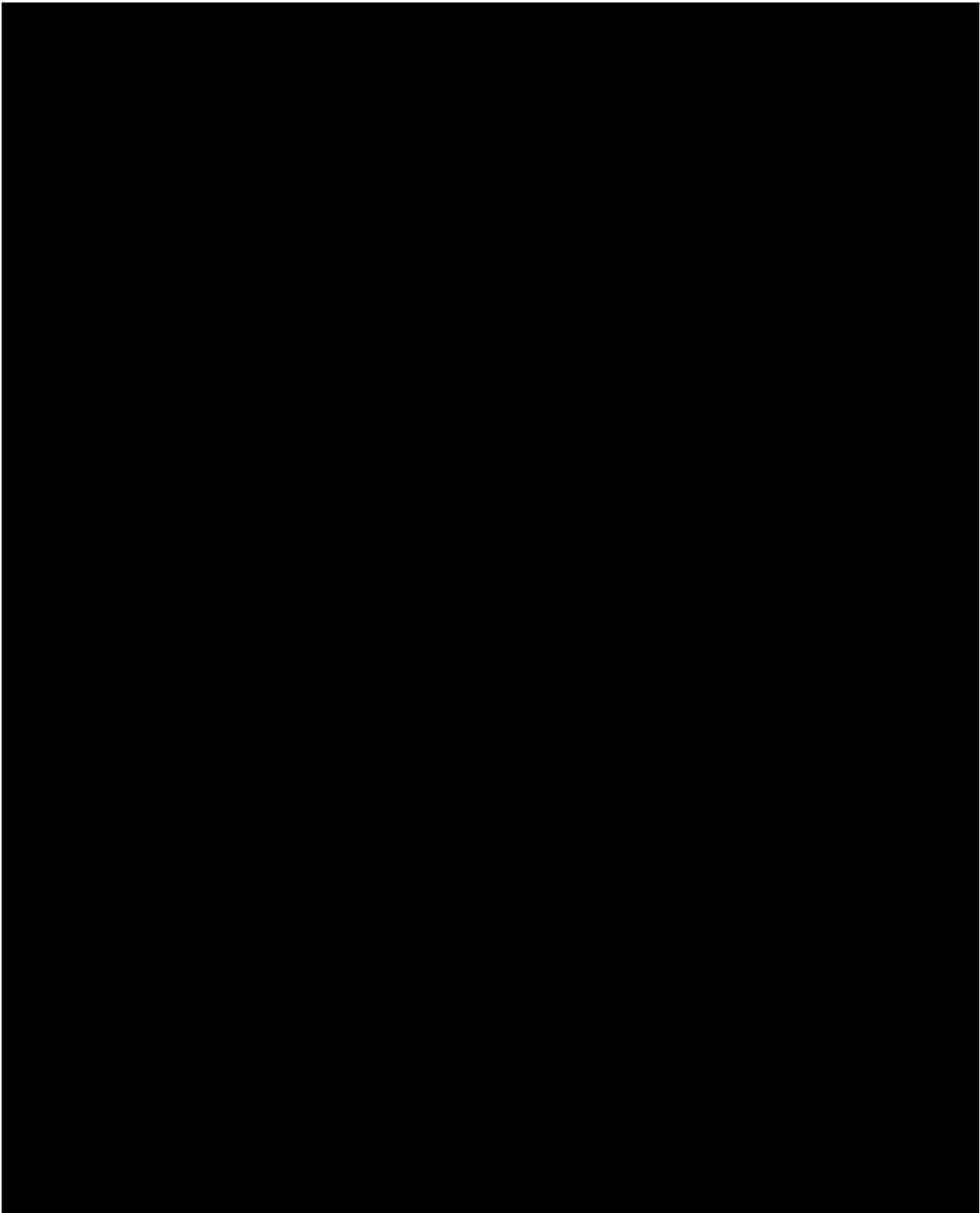




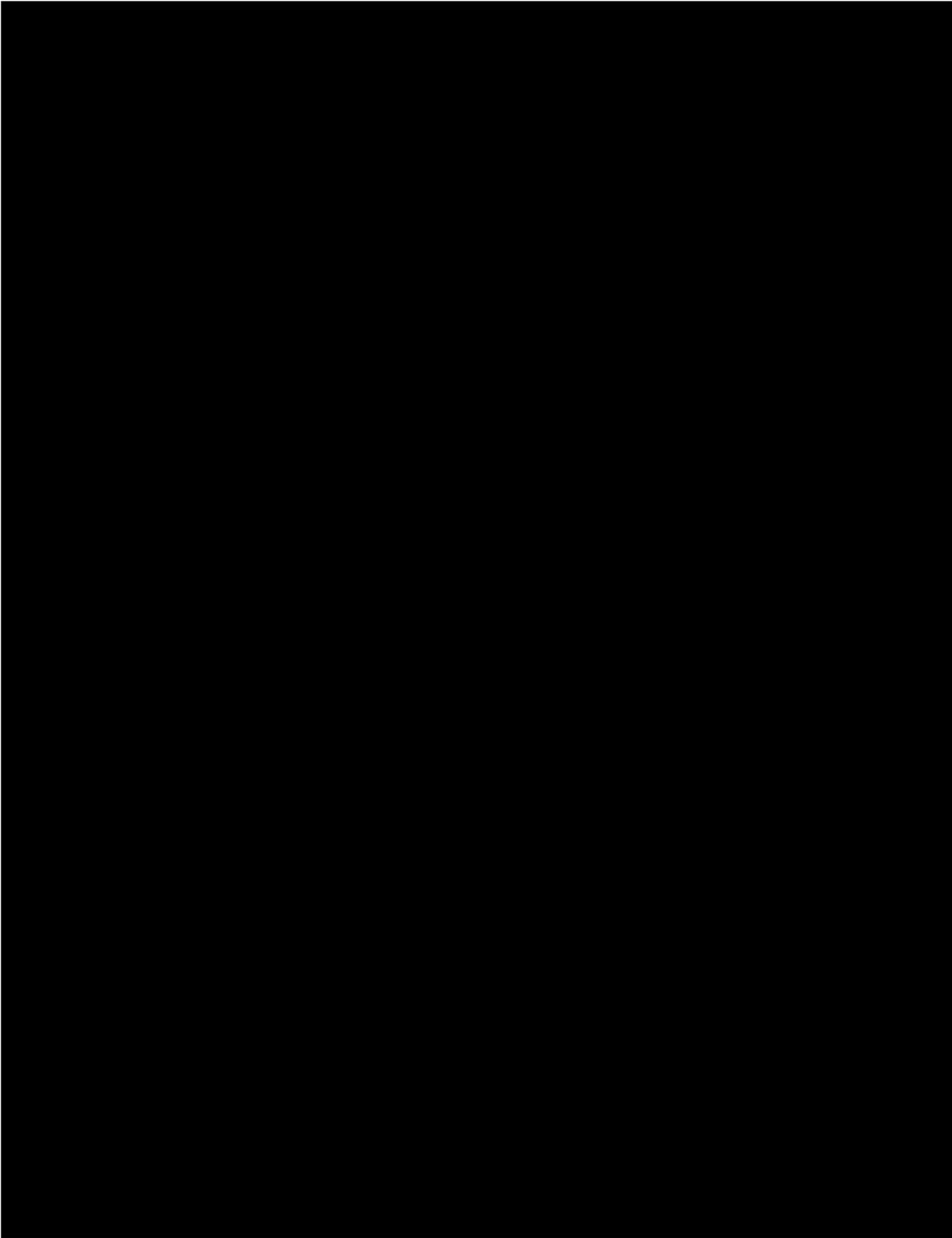


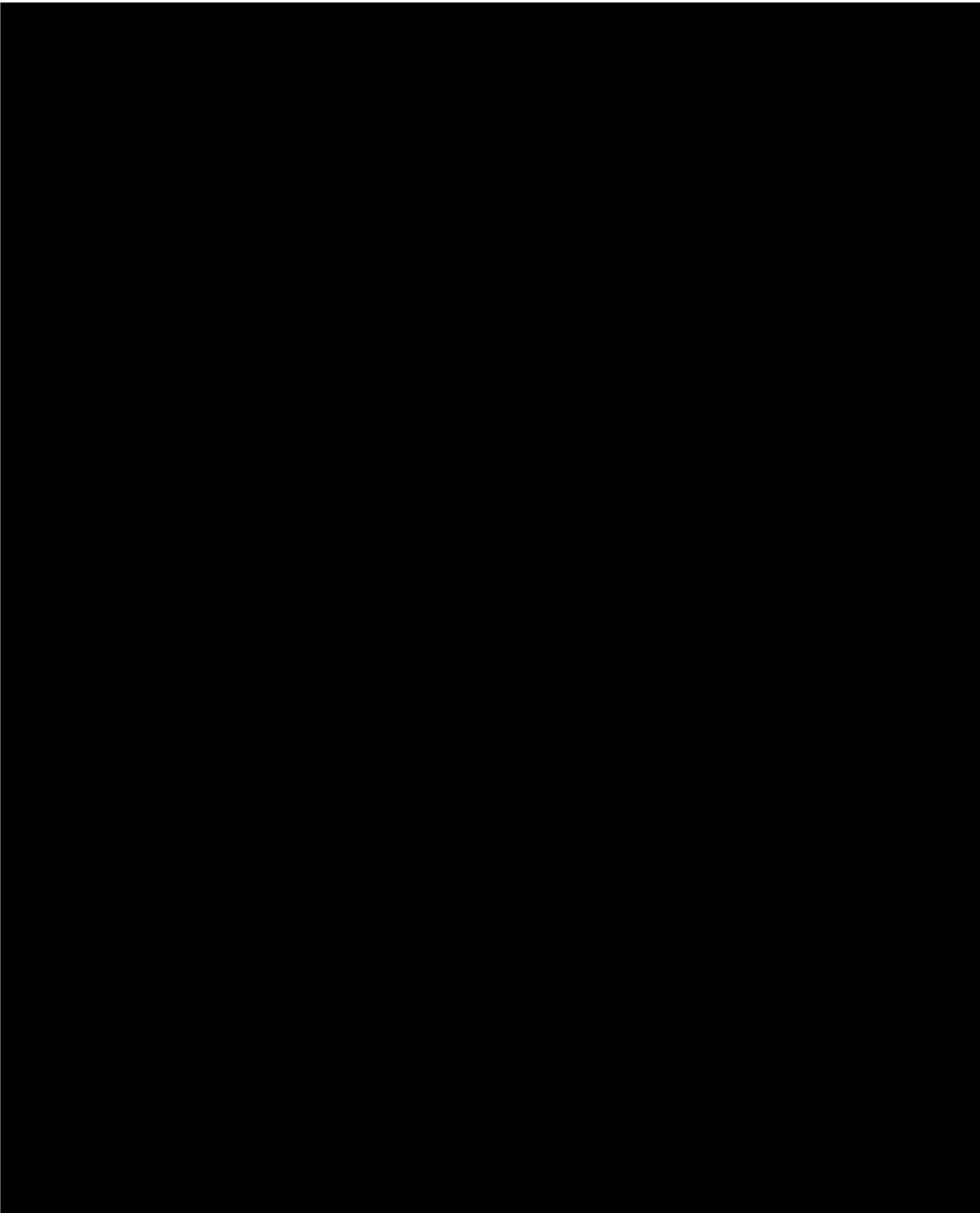


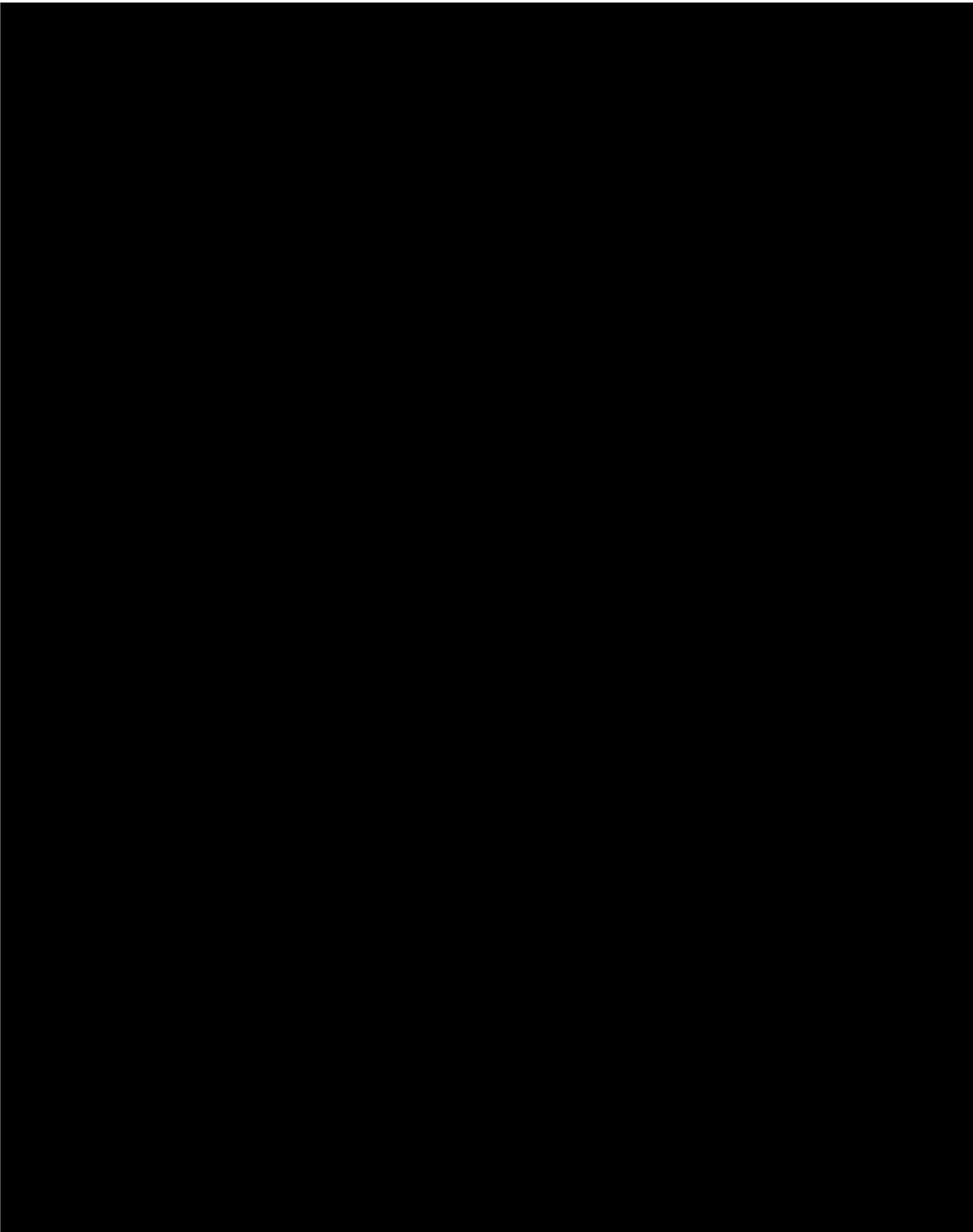


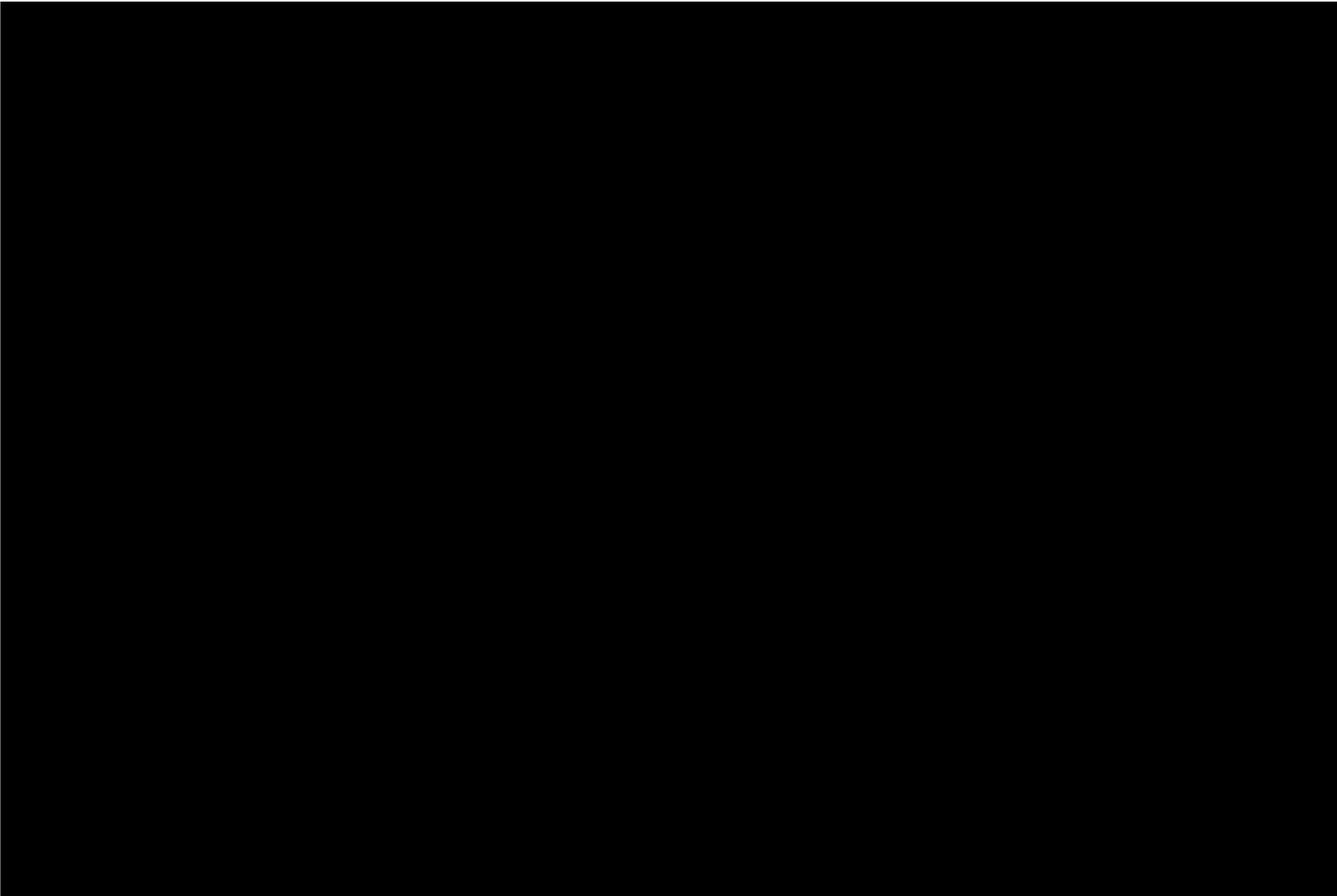












## Annex 5 – Sustainability

### 1. Sustainability

- 1.1 The Supplier must comply with the Authority's Sustainability Requirements set out in this Contract. The Supplier must ensure that all Supplier Staff and subcontractors who are involved in the performance of the Contract are aware of these requirements in accordance with clauses 8.1 (c) and 13.2.
- 1.2 The Authority expects its suppliers and subcontractors to meet the standards set out in the Supplier Code of Conduct in accordance with clause 13.1(c).
- 1.3 The Supplier must comply with all legislation as per clause 13.1.
- 1.4 The Supplier shall ensure that any Goods or Services are designed, sourced, and delivered in a manner which is environmentally and socially responsible, always consistent with best practice environmental management and social standards, policy, and compliant with clause 1.3
- 1.5 The Supplier is expected to achieve continuous improvement in environmental and social performance.

### 2. Human Rights

- 2.1 The Authority is committed to ensuring that workers employed within its supply chains are treated fairly, humanely, and equitably. The Authority requires the Supplier to share this commitment and to take reasonable and use reasonable and proportionate endeavours to identify any areas of risk associated with this Contract to ensure that it is meeting the International Labour Organisation International Labour Standards which can be found online - [Conventions and Recommendations \(ilo.org\)](https://www.ilo.org/) and at a minimum comply with the Core Labour Standards, encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
- 2.2 The Supplier must ensure that it and its sub-contractors and its [or their] supply chain:
  - 2.2.1 pay staff fair wages and
  - 2.2.2 implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance.

### 3 Human Rights - Modern Slavery, Child Labour, Inhumane Treatment

- 3.2 The Supplier must ensure its Supplier Staff and its sub-contractors and its [or their] supply chain comply with the provisions of the Modern Slavery Act 2015 including Section 54 of the Act which requires certain organisations to publish annual modern slavery statements and the Supplier throughout the Term:

### 4 Equality, Diversity, and Inclusion (EDI)

- 4.1 The Supplier will support the Authority to achieve its [Public Sector Equality](#) Duty by complying with the Authority's policies (as amended from time to time) on EDI. This includes ensuring that the Supplier, Supplier Staff and its subcontractors in the delivery of its obligations under this Contract:
- 4.2.1 do not unlawfully discriminate either directly or indirectly because of race, colour, ethnic or national origin, disability, sex, sexual orientation, gender reassignment, religion or belief, pregnancy and maternity, marriage and civil partnership or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010;
  - 4.2.2 will not discriminate because of socio-economic background, working pattern or having parental or other caring responsibilities;
  - 4.2.3 eliminates discrimination, harassment, victimisation, and any other conduct that is prohibited by or under the Equality Act 2010;
  - 4.2.4 advances equality of opportunity between people who share a protected characteristic and those who do not;
  - 4.2.5 foster good relations between people who share a protected characteristic and people who do not share it;
  - 4.2.6 identifies and removes EDI barriers which are relevant and proportionate to the Contract; and
  - 4.2.7 shall endeavour to use gender-neutral language when providing the Deliverables and in all communications in relation to the Contract;
- 4.3 The Supplier is responsible for;
- 4.3.1 ensuring that it shows due regard for EDI, including within its policies, programmes, projects, and processes and work carried out on its behalf to meet Contract deliverables; and
  - 4.3.2 how it creates and maintains a diverse workforce.
- 4.4 The Supplier must take all necessary steps, and inform the Authority of the steps

taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in the performance of the Contract.

## 5. Environment

5.1 In this section, the following term has the following meaning:

“Net zero” means the balance between the production of man-made greenhouse gases (GHGs) from sources (such as burning fossil fuels, deforestation and refrigerant gases) and the capture in “sinks” ( for example, forests, soil, the ocean and negative emission technologies (NETs).

5.2 The Supplier must have a documented management system and controls in place to manage the environmental impacts relevant and proportionate to the Contract.

5.3 The Supplier must consider and reduce sustainability impacts which are relevant to the Contract in accordance with 5.2. Without limitation to the generality of paragraph 1.3 of this Annex, when performing its obligations under the Contract the Supplier shall to the reasonable satisfaction of the Authority:

5.3.1 demonstrate that the solutions and the Deliverables eliminate and/or reduce the impacts of embodied carbon and support the Government and Authority in meeting their net zero carbon commitments;

5.3.2 demonstrate that the whole life cycle impacts (including end of use) have been considered and reduced;

5.3.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;

5.3.4 reduce use of single use consumable items (including packaging), and avoid single use plastic in line with Government Commitments;

5.3.5 avoid use of products that are linked to unsustainable forest management and deforestation;

5.3.6 comply with [Government Buying Standards](#) applicable to Deliverables and use reasonable endeavours to support the Authority in meeting applicable [Greening Government Commitments](#); and

5.3.7 look to enhance the natural environment and connect communities with it.

5.4 The Supplier must demonstrate to the Authority the steps that it is taking to further the protection of the environment including:

- 5.4.1 understanding and reducing relevant biosecurity risks (including those relating to plant and tree health from harmful pests and diseases and from Invasive Non-Native Species);
- 5.4.2 reducing and eliminating hazardous/harmful substances to the environment; and
- 5.4.3 preventing pollution.
- 5.4.4 Should an environmental incident occur or if there is a significant near miss these must be reported to the Environment Agency Incident Hotline at the earliest opportunity, and then to the Authority.

## **6. Social Value**

- 6.1 The Supplier will support the Authority in highlighting opportunities to provide wider social, economic, or environmental benefits to local and/or national communities through the delivery of the Contract. Where included as part of the Contract the Supplier will provide details to the Authority of the approach taken and benefits delivered.
- 6.2 The Supplier will ensure that supply chain opportunities are inclusive and accessible to:
  - 6.2.1 new businesses and entrepreneurs;
  - 6.2.2 small and medium enterprises (SMEs);
  - 6.2.3 voluntary, community and social enterprise (VCSE) organisations; and
  - 6.2.4 mutuals; and
  - 6.2.5 other underrepresented business groups.

The Supplier will identify barriers to these organisations and work actively to remove them, ensuring equal opportunities to compete.

- 6.3 The Contracts Finder website can be used to help advertise any subcontracting opportunities outside the established supply chain. Other routes advertising to SMEs, VCSE organisations and other underrepresented business groups should be sought to highlight opportunities and encourage a diverse and inclusive supply base.

# Short Form Terms

## 1. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Authority"	means the <b>authority</b> identified in paragraph 3 of the Order Form;
"Authority Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Authority is liable to the Supplier;
"Central Government Body"	for the purposes of this Contract this 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: <ul style="list-style-type: none"> <li>• Government Department;</li> <li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>• Non-Ministerial Department; or</li> <li>• Executive Agency;</li> </ul>
"Charges"	means the charges for the Deliverables as specified in the Order Form and Annex 3;
"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 agreed by the Parties to be confidential;

"Contract"	means this contract between (i) the Authority and (ii) the Supplier which is created by the Supplier signing the Order Form and returning it to the Authority.
"Controller"	has the meaning given to it in the "UK GDPR";
"Crown Body"	means any department, office or agency of the Crown, including any and all Local Authority bodies;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Authority, as specified in the Order Form;
"Deliver"	means handing over the Deliverables to the Authority at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4. Delivered and Delivery shall be construed accordingly;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;

"Documentation"	<p>descriptions of the Services, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) that is required to be supplied by the Supplier to the Authority under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Authority under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Information"	has the meaning given under section 84 of the FOIA;

"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	occurs in respect of a legal person (for example an individual, company or organisation): i) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; or iv) if the person makes any arrangement with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction whether under the Insolvency Act 1986 or otherwise;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal) Act 2018;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Authority to the Supplier in writing;
"Law"	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Parties are bound to comply;
"New IPR"	all and any intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Authority to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Authority (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processing"	has the mean given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;

"Purchase Order Number"	means the Authority's unique number relating to the order for Deliverables to be supplied by the Supplier to the Authority in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"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 Authority under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Authority (including as to quantity, description and quality) as specified in Annex 2;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Authority's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Start Date"	Means the start date of the Contract set out in the Order Form;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supplier"	means the person named as Supplier in the Order Form;
"Sustainability Requirements"	means any relevant social or environmental strategies, policies, commitments, targets, plans or requirements that apply to and are set out in the Annex 5;
Tender Submission	means the Supplier's response to the invitation to the bidder pack (including, for the avoidance of doubt, any clarification provided by the Supplier).
"Term"	means the period from the Start Date to the Expiry Date as such period may be extended in accordance with the Order Form or terminated in accordance with Clause 11;

"UK GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4));
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

## 2. Understanding the Contract

In the Contract, unless the context otherwise requires:

2.1 references to numbered clauses are references to the relevant clause in these terms and conditions and references to numbered paragraphs are references to the paragraph in the relevant Annex;

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;

2.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

2.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

2.5 the singular includes the plural and vice versa;

2.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law;

2.7 any reference in this Contract which immediately before the IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time

to time):

- i. any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“**EEA**”) agreement (“EU References”) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- ii. any EU institution or EU authority or other such EU body shall be read on and after the date of exit from the EU as a reference to the UK institution, authority or body to which its functions were transferred.

2.8 the word ‘including’, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

2.9 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

2.10 any Annexes form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Annexes; and

2.11 all undefined words and expressions are to be given their normal English meaning within the context of this Contract. Any dispute as to the interpretation of such undefined words and expressions shall be settled by reference to the definition in the Shorter Oxford English Dictionary.

### **3. How the Contract works**

3.1 The Order Form is an offer by the Authority to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Authority receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its Tender Submission and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

### **4. What needs to be delivered**

#### **4.1 All Deliverables**

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification and Tender Submission; (ii) to a professional standard; (iii) using all reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don't

conflict with the Contract; (vi) in accordance with such policies and procedures of the Authority (as amended from time to time) that may be specified in the Contract (vii) on the dates agreed; and (viii) in compliance with all applicable Law.

(b) Without prejudice to the Specification the Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to the Authority) from Delivery against all obvious damage or defects.

## **4.2 Goods clauses**

(a) All Goods Delivered must be capable of meeting the requirements set out in the Specification and be either (i) new and of recent origin, (ii) reused or (iii) recycled.

(b) All manufacturer warranties covering the Goods will be assigned to the Authority on request and for free.

(c) The Supplier transfers ownership of the Goods on completion of Delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Authority on Delivery but remains with the Supplier if the Authority notices any damage or defect following Delivery and lets the Supplier know within three Working Days of Delivery.

(e) The Supplier must have full and unrestricted ownership of the Goods at the time of transfer of ownership.

(f) The Supplier must Deliver the Goods on the date and to the specified location during the Authority's working hours.

(g) The Supplier, its subcontractor(s) and supply chain must minimise packaging used whilst providing sufficient packaging for the Goods to reach the point of Delivery safely and undamaged. The Supplier must take back any primary packaging where it is possible to do so. Packaging must be 100% re-usable, recyclable or compostable, use recycled content where reasonably practicable and support the Government's commitment to eliminate single use plastic.

(h) All Deliveries must have a delivery note attached that specifies the order number, type, quantity of Goods, contact and details of traceability through the supply chain.

(i) The Supplier must provide all tools, information and instructions the Authority needs to make use of the Goods. This will include, where appropriate, any operation manuals which, unless specified otherwise, will be written in English and provided in electronic form.

(j) The Supplier will notify the Authority of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Authority against the costs arising as a result of any such request. Goods must be disposed of in line with the waste management hierarchy as set out in Law. The Supplier will provide evidence and transparency of the items and routes used for disposal to the Authority on request.

(k) The Authority can cancel any order or part order of Goods which have not been Delivered. If the Authority gives less than 14 calendar days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Authority's option and request) any Goods that the Authority rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Authority's costs including repair or re-supply by a third party.

(m) The Authority will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Authority or its servant or agent. If the Authority suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify from all losses, damages, costs or expenses (including professional fees and fines) which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or, where related to the Contract, any of its subcontractors or suppliers.

### **4.3 Services clauses**

(a) Late delivery of the Services will be a breach of the Contract.

(b) The Supplier must co-operate with the Authority and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Authority must provide the Supplier Staff with reasonable access to its premises at such reasonable times agreed with the Authority for the purpose of supplying the Services.

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Authority to the Supplier for supplying the Services remains the property of the Authority and is to be returned to the Authority on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Authority's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Authority's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Authority's premises or property, other than fair wear and tear and any pre-existing cleanliness, safety or tidiness issue at the Authority's premises that existed before the commencement of the Term.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of the required quality and free from damage or defects.

(i) The Authority is entitled to withhold payment for partially or undelivered Services or for Services which are not delivered in accordance with the Contract but doing so does not stop it from using its other rights under the Contract.

## 5. Pricing and payments

5.1 In exchange for the Deliverables delivered, the Supplier shall be entitled to invoice the Authority for the charges in Annex 3. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

5.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice and charged at the prevailing rate;

(b) include all costs connected with the supply of Deliverables.

5.3 The Authority must pay the Supplier the charges within 30 days of receipt by the Authority of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

5.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Authority as set out in Annex 3; and

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

Details of the Authority's requirements for a valid invoice at the Start Date are set out in Annex 3.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Authority shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.

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

5.7 The Supplier must ensure that its subcontractors and supply chain are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Authority can publish the details of the late payment or non-payment.

## **6. The Authority's obligations to the Supplier**

6.1 If the Supplier fails to comply with the Contract as a result of an Authority Cause:

(a) the Authority cannot terminate the Contract under clause 11 on account of the failure to comply, provided this will not prejudice the Authority's right to terminate for another cause that may exist at the same time;

(b) the Supplier will be relieved from liability for the performance of its obligations under the Contract to the extent that it is prevented from performing them by the Authority Cause and will be entitled to such reasonable and proven additional expenses that arise as a direct result of the Authority Cause;

(c) the Supplier is entitled to any additional time needed to deliver the Deliverables as a direct result of the Authority's Cause;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Authority within 10 Working Days of becoming aware of an Authority Cause, such notice setting out in detail with supporting evidence the known reasons for the Authority Cause;

(b) demonstrates that the failure only happened because of the Authority Cause;

(c) has used all reasonable endeavours to mitigate the impact of the Authority Cause.

## 7. Record keeping and reporting

7.1 The Supplier must ensure that suitably qualified (and authorised) representatives attend progress meetings with the Authority and provide progress reports when specified in Annex 2.

7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

7.3 The Supplier must allow any auditor appointed by the Authority access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

7.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

7.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- (a) tell the Authority and give reasons;
- (b) propose corrective action;
- (c) agree a deadline with the Authority for completing the corrective action.

7.6 If the Authority, acting reasonably, is concerned either:

- (a) as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract; or
- (b) as to the sustainability or health and safety conduct of the Supplier, subcontractors and supply chain in the performance of the Contract;

then the Authority may:

(i) require that the Supplier provide to the Authority (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract (in the case of (a)) or improve its sustainability conduct or performance (in the case of (b)) and the Supplier will make changes to such plan as reasonably required by the Authority and once it is agreed then the Supplier shall act in accordance with such plan and report to the Authority on demand

(ii) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Authority or materially fails to implement or provide updates on

progress with the plan, terminate the Contract immediately for material breach (or on such date as the Authority notifies).

## 8. Supplier staff

8.1 The Supplier Staff involved in the performance of the Contract must:

- a) be appropriately trained and qualified;
- b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Authority in the Order Form;
- c) comply with the Authority's conduct requirements when on the Authority's premises including, without limitation, those Sustainability Requirements relating to Equality, Diversity & Inclusion (EDI) contained in Annex 5; and
- d) be informed about those specific requirements referred to in Clause 13.2.

8.2 Where an Authority decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

8.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

8.4 The Supplier must provide a list of Supplier Staff needing to access the Authority's premises and say why access is required.

8.5 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) arising from claims brought against it by any Supplier Staff caused by an act or omission of the Supplier or any other Supplier Staff.

8.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity, adoption, shared parental leave or long-term sick leave; or
- (c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated.

## 9. Rights and protection

9.1 The Supplier warrants and represents that:

- (a) it has full capacity and authority to enter into and to perform the Contract;

- (b) the Contract is executed by its authorised representative;
- (c) it is a legally valid and existing organisation incorporated in the place it was formed;
- (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
- (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
- (f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
- (g) it is not impacted by an Insolvency Event.

9.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

9.3 The Supplier indemnifies the Authority against each of the following:

- (a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
- (b) non-payment by the Supplier of any tax or National Insurance.

9.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Authority.

9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Authority's benefit by the Supplier.

## **10. Intellectual Property Rights (IPRs)**

10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

- (a) receive and use the Deliverables;
- (b) use the New IPR.

10.2 Any New IPR created under the Contract is owned by the Authority. The Authority gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its

obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

10.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

10.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

10.5 If any claim is made against the Authority 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 Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

10.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Authority's sole option, either:

(a) obtain for the Authority the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

## **11. Ending the contract**

11.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

11.2 The Authority can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### **Ending the Contract without a reason**

11.3 The Authority has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if the Contract is terminated, clause 11.5(b) to 11.5(g) applies.

### **When the Authority can end the Contract**

11.4 (a) If any of the following events happen, the Authority has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

- (i) there is a Supplier Insolvency Event;
- (ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify in the Authority's opinion that the Supplier's conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
- (iii) if the Supplier 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. Where a material breach is not capable of remedy, the Authority has the right to immediately terminate the Contract;
- (iv) there is a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Authority in writing;
- (v) if the Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- (vi) the Supplier or its affiliates embarrass or bring the Authority into disrepute or diminish the public trust in them;
- (vii) where a right to terminate described in clause 27 occurs;
- (viii) the Supplier is in breach of any of its health, safety and well-being obligations under clause 28.1(a); and
- (ix) where, in accordance with clause 33.3, there is or may be an actual or potential conflict of interest.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Authority has the right to immediately terminate the Contract and clause 11.5(a) to 11.5(g) applies.

### **11.5 What happens if the Contract ends**

Where the Authority terminates the Contract under clause 11.4 all of the following apply:

- (a) the Supplier is responsible for the Authority's reasonable costs of procuring replacement deliverables for the rest of the Term ;
- (b) the Authority's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Authority Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Authority's property provided under the Contract;

(f) the Supplier must, at no cost to the Authority, give all reasonable assistance to the Authority and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: 3.3, 7.2, 7.3, 7.4, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 32, 35, 36 and any clauses or provisions within the Order Form or the Annexes which are expressly or by implication intended to continue.

### **11.6 When the Supplier can end the Contract**

(a) The Supplier can issue a reminder notice if the Authority does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Authority fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Authority must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Authority must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with satisfactory evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

### **11.7 Partially ending and suspending the Contract**

(a) Where the Authority has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Authority suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Authority can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may neither:

(i) reject the variation; nor

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Authority can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

## 12. How much you can be held responsible for

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £1,000,000 (one million pounds) whichever is higher unless specified in the Order Form.

12.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.3, 15.28(e) or 31.2(b).

12.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including where the loss or damage is covered by any indemnity.

12.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## 13. Obeying the law

13.1 The Supplier must, in connection with provision of the Deliverables:

(a) comply with all applicable Law;

(b) comply with the Sustainability Requirements

(c) use reasonable endeavours to comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier Code of Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

13.2 The Sustainability Requirements and the requirements set out in Clause 27, 28 and 30 must be explained to the Supplier's Staff, subcontractors and suppliers who are involved in the performance of the Supplier's obligations under the Contract and where it is relevant to their role and equivalent obligations must be included in any contract with any suppliers or subcontractor that is connected to the Contract.

13.3 The Supplier indemnifies the Authority against all losses, damages, costs or expenses (including professional fees and fines) resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with the Law and its obligations under the Contract.

13.5 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal and other obligations under the Contract.

13.6 The Supplier will provide such evidence of compliance with its obligations under this Clause 13 as the Authority reasonably requests.

## 14. Insurance

14.1 The Supplier must, at its own cost, obtain and maintain the required insurances as set out in the Order Form.

14.2 The Supplier will provide evidence of the required insurances on request from the Authority.

## 15. Data protection

15.1 The Authority is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

15.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

15.3 The Supplier shall take all reasonable measures relating to the security of processing which are required pursuant to Article 32 of the UK GDPR including, without limitation, those security measures specified in this clause 15.

15.4 The Supplier must not remove any ownership or security notices in or relating to the Authority Data.

15.5 The Supplier must make accessible back-ups of all Authority Data, stored in an agreed off-site location and send the Authority copies every six Months.

15.6 The Supplier must ensure that any Supplier system holding any Authority Data, including back-up data, is a secure system that complies with the security requirements specified in writing by the Authority.

15.7 If at any time the Supplier suspects or has reason to believe that the Authority Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Authority and immediately suggest remedial action.

15.8 If the Authority Data is corrupted, lost or sufficiently degraded so as to be unusable the Authority may either or both:

(a) tell the Supplier to restore or get restored Authority Data as soon as practical but no later than five Working Days from the date that the Authority receives notice, or the Supplier finds out about the issue, whichever is earlier;

(b) restore the Authority Data itself or using a third party.

15.9 The Supplier must pay each Party's reasonable costs of complying with clause 15.8 unless the Authority is at fault.

15.10 Only the Authority can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

15.11 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Authority. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

15.12 The Supplier must give all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment before starting any processing, including:

(a) a systematic description of the expected processing and its purpose;

(b) the necessity and proportionality of the processing operations;

(c) the risks to the rights and freedoms of Data Subjects;

(d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

15.13 The Supplier must notify the Authority immediately if it thinks the Authority's instructions breach the Data Protection Legislation.

15.14 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Authority.

15.15 If lawful to notify the Authority, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

15.16 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

(a) are aware of and comply with the Supplier's duties under this clause 15;

(b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;

(c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed by the Contract;

(d) have undergone adequate training in the use, care, protection and handling of Personal Data.

15.17 The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:

(a) it has obtained prior written consent of the Authority;

(b) the Authority has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);

(c) the Data Subject has enforceable rights and effective legal remedies when transferred;

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Authority meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Authority's reasonable prior instructions about the processing of the Personal Data.

15.18 The Supplier must notify the Authority immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

15.19 Any requirement to notify under clause 15.17 includes the provision of further information to the Authority in stages as details become available.

15.20 The Supplier must promptly provide the Authority with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.17. This includes giving the Authority:

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

15.21 The Supplier must maintain full, accurate records and information to show it complies with this clause 15. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Authority determines that the processing:

(a) is not occasional;

(b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

15.22 The Supplier will make available to the Authority all information necessary to demonstrate compliance with clause 15 and allow for and contribute to audits, including inspections, conducted by the Authority or another auditor appointed by the Authority.

15.23 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Contract and give the Authority their contact details.

15.24 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

- (a) notify the Authority in writing of the intended Subprocessor and processing;
- (b) obtain the written consent of the Authority;
- (c) enter into a written contract with the Subprocessor so that this clause 15 applies to the Subprocessor;
- (d) provide the Authority with any information about the Subprocessor that the Authority reasonably requires.

15.25 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

15.26 At any time the Authority can, with 30 Working Days' notice to the Supplier, change this clause 15 to:

- (a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;
- (b) ensure it complies with guidance issued by the Information Commissioner's Office.

15.27 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

15.28 The Supplier:

- (a) must provide the Authority with all Authority Data in an agreed open format within 10 Working Days of a written request;
- (b) must have documented processes to guarantee prompt availability of Authority Data if the Supplier stops trading;
- (c) must securely destroy all storage media that has held Authority Data at the end of life of that media using Good Industry Practice;
- (d) must securely erase or return all Authority Data and any copies it holds when asked to do so by the Authority unless required by Law to retain it;

(e) indemnifies the Authority against any and all losses, damages, costs or expenses (including professional fees and fines) incurred if the Supplier breaches clause 15 and any Data Protection Legislation.

## 16. What you must keep confidential

16.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
- (c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

16.2 In spite of clause 16.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable law, permitted in respect of an audit pursuant to clause 7.3, or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the disclosing Party's Confidential Information;
- (f) to its auditors or for the purposes of regulatory requirements;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis;
- (h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

16.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Authority at its request.

16.4 The Authority may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of the Authority;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any organisation that the Authority transfers or proposes to transfer all or any part of its business to;
- (c) if the Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; and/or
- (e) under clauses 5.7 and 17.

16.5 For the purposes of clauses 16.2 to 16.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 16.

16.6 Information which is exempt from disclosure by clause 17 is not Confidential Information.

16.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16.8 Where essential to comply with or carry out their statutory functions the Authority may disclose Confidential Information.

## **17. When you can share information**

17.1 The Supplier must tell the Authority within 48 hours if it receives a Request For Information.

17.2 Within the required timescales the Supplier must give the Authority full co-operation and information needed so the Authority can:

- (a) comply with any Freedom of Information Act (FOIA) request;
- (b) comply with any Environmental Information Regulations (EIR) request.

17.3 The Authority may talk to the Supplier to help it decide whether to publish information under clause 17. However, the extent, content and format of the disclosure is the Authority's decision, which does not need to be reasonable.

## 18. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

## 19. No other terms apply

The provisions expressly incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## 20. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## 21. Circumstances beyond your control

21.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- (a) provides written notice to the other Party;
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

21.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event and the impact of such event lasts for 90 days continuously.

21.3 Where a Party terminates under clause 21.2:

- (a) each party must cover its own losses;
- (b) clause 11.5(b) to 11.5(g) applies.

## 22. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## 23. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

## **24. Transferring responsibilities**

24.1 The Supplier cannot assign the Contract, or any rights under it, without the Authority's written consent.

24.2 The Authority can assign, novate or transfer its Contract or any part of it to any Crown Body, any contracting authority within the meaning of the Regulations or any private sector body which performs the functions of the Authority.

24.3 When the Authority uses its rights under clause 24.2 the Supplier must enter into a novation agreement in the form that the Authority specifies.

24.4 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24.5 If the Authority asks the Supplier for details about its subcontractors and/or supply chain, the Supplier must provide such details as the Authority reasonably requests including, without limitation:

- (a) their name;
- (b) the scope of their appointment; and
- (c) the duration of their appointment.

## **25. Changing the contract**

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. No oral modifications to the Contract shall be effective. The Authority is not required to accept a variation request made by the Supplier.

## **26. How to communicate about the contract**

26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

26.2 Notices to the Authority or Supplier must be sent to their address in the Order Form.

26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## **27. Preventing fraud, bribery and corruption**

27.1 The Supplier shall not:

- (a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);
- (b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Authority or any other public body) 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 Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

27.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 27.1 and any fraud by the Supplier, Supplier Staff (including its shareholders, members and directors), any subcontractor and the Supplier's supply chain in connection with the Contract. The Supplier shall notify the Authority immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

27.3 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 27.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Authority) the Authority may:

- (a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Authority throughout the remainder of the Contract; or
- (b) recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause.

## **28. Health, safety and wellbeing**

28.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety;
- (b) the Authority's current health and safety policy and procedures while at the Authority's premises, as provided to the Supplier.
- (c) the Authority's current wellbeing policy or requirements while at the Authority's premises as provided to the Supplier.

28.2 The Supplier and the Authority must as soon as possible notify the other of any health and safety incidents, near misses or material hazards they're aware of at the Authority premises that relate to the performance of the Contract.

28.3 Where the Services are to be performed on the Authority's premises, the Authority and Supplier will undertake a joint risk assessment with any actions being appropriate, recorded and monitored.

28.4 The Supplier must ensure their health and safety policy statement and management arrangements are kept up to date and made available to the Authority on request.

28.5 The Supplier shall not assign any role to the Authority under the Construction (Design and Management) Regulations 2015 (as amended) (the 'CDM Regulations') without the Authority's prior express written consent (which may be granted or withheld at the Authority's absolute discretion). For the avoidance of doubt so far as the Authority may fall within the role of client as defined by the CDM Regulations in accordance with CDM Regulation 4(8) the parties agree that the Supplier will be the client.

## 29. Business Continuity

29.1 The Supplier will have a current business continuity plan, which has assessed the risks to its business site/s and activities both directly and with regards to reliance on the supply chain and will set out the contingency measures in place to mitigate them and adapt. As part of this assessment, the Supplier will take into account the business continuity plans of the supply chain. The Supplier's business continuity plan must include (where relevant), an assessment of impacts relating to extreme weather, a changing average climate and/or resource scarcity.

29.2 The Supplier's business continuity plan will be reviewed by the Supplier at regular intervals and after any disruption. The Supplier will make the plan available to the Authority on request and comply with reasonable requests by the Authority for information.

## 30. Whistleblowing

30.1 The Authority's whistleblowing helpline must be made available to the Supplier and Supplier Staff, subcontractors and key suppliers in the supply chain in order to report any concerns.

30.2 The Supplier agrees:

- (a) to insert the following wording into their whistleblowing policy and communicate to all staff:

"If you feel unable to raise your concern internally and it relates to work being carried out for which the ultimate beneficiary (through a contractual chain or otherwise) is the Environment Agency, please contact Peter Kellett, Director of Legal Services at Horizon House, Deanery Road, Bristol BS1 5AH, email [peter.kellett@environment-agency.gov.uk](mailto:peter.kellett@environment-agency.gov.uk) mobile 07810 180974", and

(b) to ensure that their Sub-contractors have free access to the Authority's whistleblowing policy".

## 31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;

(b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

(a) the Authority may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Authority can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;

(c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements;

(d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.

## 32. Publicity

32.1 The Supplier and any subcontractor shall not make any press announcements or publicise this Contract or its contents in any way; without the prior written consent of the Authority.

32.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

### **33. Conflict of interest**

33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority.

33.2 The Supplier must promptly notify and provide details to the Authority if a conflict of interest happens or is expected to happen.

33.3 The Authority can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

### **34. Reporting a breach of the contract**

34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Authority any actual or suspected breach of Law or breach of its obligations under the Contract.

34.2 Where an actual or suspected breach is notified to the Authority under clause 34.1, the Supplier will take such action to remedy any breach as the Authority may reasonably require. Where the breach is material, the Authority has the right to terminate under clause 11.4.

34.3 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1.

### **35. Resolving disputes**

35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or

continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.

35.3 Unless the Authority refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- (a) determine the dispute;
- (b) grant interim remedies;
- (c) grant any other provisional or protective relief.

35.4 The Supplier agrees that the Authority has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

35.5 The Authority has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.

35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

35.7 The provisions of this clause 35 are without prejudice to the Authority's right to terminate or suspend the Contract under clause 11.

## **36. Which law applies**

36.1 This Contract and any issues arising out of, or connected to it, are governed by English law.

36.2 The courts of England and Wales shall have jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with the Contract or its subject matter or formation.