



Department
for Environment
Food & Rural Affairs

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Kielder Newport West Ltd
Archway House
17b North End
Bedale
North Yorkshire, DL8 1AF

Your ref: ecm_62115
Our ref: Project_30198
Date: 10th August 2021

COMMERCIAL IN CONFIDENCE

Dear Sir/Madam

Contract for the Lot 1 - Maintenance Training (including plant training, SSSTS & SMSTS) on behalf of Environment Agency

Following your tender for the development and delivery of Lot 1 - Maintenance Training (including plant training, SSSTS & SMSTS) to Environment Agency, we are pleased to award this contract to you.

The Conditions of Contract-Services set out the terms of the contract between Environment Agency as the Authority and Kielder Newport West Ltd as the Contractor for the provision of the Services.

The contract is awarded for an initial period of 3 years, from 1st September 2021 to 31st August 2024. There are two (2) further twelve (12) month extension options available, subject to business requirement, satisfactory performance and price negotiation. Contract extensions if exercised must be agreed in writing by both parties before any services can commence and invoices can be submitted or paid.

Payment

Our preference is for all invoices to be sent electronically, quoting a valid purchase order number (PO Number), to [REDACTED] Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED]

This contract will be managed on behalf of the Environment Agency [REDACTED]
[REDACTED]

The overall framework manager is [REDACTED]
[REDACTED] The contract reference and title given above should be quoted on all correspondence.

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 Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of Kielder Newport West Ltd within 7 days by Tuesday 17th August 2021.

Yours sincerely

Execution of this Contract is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000.

[REDACTED]
Senior Commercial Officer
Learning and Development Category Lead – Corporate Solutions – Workforce
Defra group Commercial (DgC)



Environment
Agency

Conditions of Contract Services

October 2019

1. DEFINITIONS

1.1. In the Contract, unless the context otherwise requires the following words and expressions shall have the following meanings assigned to them.

1.1.1. Agency

The Environment Agency, its successors and assigns.

1.1.2. Agency Property

All property issued or made available for use by the Agency to the Contractor in connection with the Contract.

1.1.3. The Appendix

The Appendix to these Conditions.

1.1.4. The Contract

These Conditions including the Appendix, any Special Conditions, Specification, Pricing Schedule, Contractor's tender, acceptance letter and any relevant documents agreeing modifications exchanged before the Contract is awarded, and any subsequent amendments or variations agreed in writing.

1.1.5. The Contractor

The person, firm company or body who undertakes to supply the Services to the Agency as defined in the Contract.

1.1.6. Contract Period

The time period stated in the Appendix or otherwise provided in the Contract, for the performance of the Services.

1.1.7. Contractor Personnel

means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor engaged in the performance of its obligations under this Contract

1.1.8. Contract Price

The price exclusive of VAT set out in the Contract for which the Contractor has agreed to supply the services.

1.1.9. Contract Supervisor

Any duly authorised representative of the Agency notified in writing to the Contractor for all purposes connected with the Contract. Any Notice or other written instruction given by or made to the Contract Supervisor, shall be taken as given by or made to the Agency.

1.1.10. Contracting Authority

means any contracting authorities (other than the Environment Agency) as defined in regulation 2 of the Public Contract Regulations 2015 (SI 2015/102) (as amended).

1.1.11. Data Protection Legislation

means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) or GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) ("LED") and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 1998 ("DPA 1998") and/or the Data Protection Act 2018 ("DPA 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

1.1.12. Data Protection Schedule

The Schedule attached to this Contract describing how the Parties will comply with the Data Protection Legislation.

1.1.13. Intellectual Property Rights

All Intellectual Property Rights including without limitation, patents, patent applications, design rights, registered designs, utility models, trade and service marks and applications for same, copyright know-how, rights in semi-conductor chip topography, and in each case whether protectable at law or not, and if protectable, whether an application has been made for such protection or not, and all similar industrial, commercial, monopoly or other intellectual property rights whether present or future, vested or contingent wherever protected.

1.1.14. Law

means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply

1.1.15. Notice

Any written instruction or notice given to the Contractor by the Contract Supervisor, delivered by:

i. fax, or hand delivery to the Contractor's registered office or other address notified for the purposes of the Contract and deemed to have been served at the date and time of delivery;

First class post to the Contractor's registered office. Such Notices are deemed to have been served 48 hours after posting.

1.1.16. Results

All things produced in performing the Services including maps, plans, photographs, drawings, tapes, statistical data, experimental results, field data, analysis of results, published and unpublished results and reports, inventions, computer programmes and user documentation.

1.1.17. The Resulting Rights

All Intellectual Property Rights in the Results that are originated, conceived, written or made by the Contractor, whether alone or with others in the performance of the Services or otherwise resulting from the Contract.

1.1.18. Permission

Express permission given in writing before the act being permitted.

1.1.19. Services

All Services detailed in the Specification including any additions or substitutions as may be requested by the Contract Supervisor.

1.1.20. Regulations

Means the Public Contract Regulations 2015 (SI 2015/102) as amended.

1.2. Except as set out above and in the Data Protection Schedule, the Contract shall be interpreted in accordance with the Interpretation Act 1988.

1.3. All headings in these Conditions are for ease of reference only, and shall not affect the construction of the Contract.

1.4. Any reference in these Conditions to a statutory provision will include all subsequent modifications.

1.5. 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.

2. PRECEDENCE

To the extent that the following documents form the Contract, in the case of conflict of content, they shall have the following order of precedence:

- Conditions of Contract including Appendix, Data Protection Schedule and any Special Conditions;
- Specification;
- Pricing Schedule;
- Drawings, maps or other diagrams.

3. CONTRACT SUPERVISOR

The Contractor shall strictly comply with any instruction given by the Contract Supervisor concerning or about the Contract provided such instructions are reasonable and consistent with the nature, scope and value of the Contract. All such instructions shall be in writing. The Contractor is not obliged to comply with any verbal instruction from the Contract Supervisor that is not confirmed in writing within 7 working days.

4. THE SERVICES

4.1. The Contractor shall provide all staff, equipment, materials and any other requirements necessary for the performance of the Contract using reasonable skill, care and diligence, and to the reasonable satisfaction of the Contract Supervisor.

4.2. The Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced. The Contract Supervisor shall be at liberty to object to and require the Contractor to remove any person employed in or about the Contract who is unsuitable, misconducts himself, is incompetent or negligent in the performance of his duties or persists in conduct which could endanger the health or safety of others. Such persons shall not be employed again on the Contract without the Permission of the Contract Supervisor.

5. ASSIGNMENT

5.1. The Contractor shall not assign, transfer or sub-contract the Contract, or any part of it, without the Permission of the Contract Supervisor.

5.2. Any assignment, transfer or sub-contract entered into, shall not relieve the Contractor of any of his obligations or duties under the Contract.

5.3. Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of the Contract.

6. CONTRACT PERIOD

The Contractor shall perform the Services within the time stated in the Appendix, subject to any changes arising from Condition 10 (Variations,) and/or Condition 11 (Extensions of time.).

7. PROPERTY

7.1. All property issued by the Agency to the Contractor in connection with the Contract shall remain the property of the Agency, and shall be used in the execution of the Contract, and for no other purpose whatsoever without the prior approval of the Contract Supervisor.

7.2. The Contractor shall keep all Agency Property in safe custody and good condition, set aside and clearly marked as the property of the Agency.

7.3. On expiry or earlier termination of the Contract the Contractor shall, if so required, either surrender such property to the Agency or otherwise dispose of it as instructed by the Contract Supervisor.

8. MATERIALS

8.1. The Contractor shall be responsible for establishing his own sources of supply for goods and materials and will be responsible for ensuring the reasonable and proper conduct by his suppliers and staff whilst on the Agency's premises.

8.2. The Contractor shall not place, or cause to be placed, any orders with suppliers or otherwise incur liabilities in the name of the Agency or any representative of the Agency.

9. SECURITY

9.1. The Contractor shall be responsible for the security of all goods and equipment belonging to the Agency and used by the Contractor in the provision of the Services, belonging to the Contractor, or Contractors staff, or sub-contractors whilst on Agency premises.

9.2. This Condition shall not prejudice the Agency's rights under Condition 15.

10. VARIATIONS

10.1. The Contract Supervisor may vary the Contract by adding to, deleting or otherwise modifying the Services to be supplied, by written order to the Contractor provided such variations are reasonable and consistent with the nature, scope and value of the Contract.

10.2. The value of any such variation, other than any variation arising out of Condition 10.3, shall be determined by reference to the rates contained in the Pricing Schedule. Where the Services so ordered are not covered in the Pricing Schedule, they shall be valued at a fair and reasonable rate agreed between the Contract Supervisor and the Contractor.

10.3. Where a variation is the result of some default or breach of the Contract by the Contractor or some other cause for which he is solely responsible, any additional cost attributable to the variation shall be borne by the Contractor.

10.4. The Contractor may also propose a variation to the Services but no such variation shall take effect unless agreed and confirmed in writing by the Contract Supervisor.

10.5. No variation shall have the effect of invalidating the Contract, or placing the Contract at large, if that variation is reasonably consistent with the nature, scope and value of the Contract. The Agency may vary the Contract to comply with a change in English Law. Such a change will be effected by the Contract Supervisor notifying the Contractor in writing.

10.6. The Agency may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

10.6.1. any Contracting Authority; or

10.6.2. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Agency; or

10.6.3. any private sector body which substantially performs the functions of the Agency, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

10.7. Any change in the legal status of the Agency such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Agency.

11. EXTENSIONS OF TIME

11.1. Should the performance of the Contract be directly delayed by any cause beyond the reasonable control of the Contractor, and provided that the Contractor shall first have given the Contract Supervisor written notice within five working days after becoming aware that such delay was likely to occur, then the Contract Supervisor, if satisfied that this Condition applies:

11.1.1. in the case of any delay of which the Agency is not the cause, may grant the Contractor such extension of time, as in his opinion is reasonable, having regard without limitation, to any other delays or extensions of time that may have occurred or been granted under the Contract. The Contract Price shall not increase as a result of such an extension of time.

11.1.2. in the case of any delay of which the Agency is the cause, shall grant the Contractor a reasonable extension of time to take account of the delay.

11.2. No extension of time shall be granted where in the opinion of the Agency the Contractor has failed to use reasonable endeavours to avoid or reduce the cause and/or effects of the delay.

11.3. Any extension of time granted under this Condition shall not affect the Agency's rights to terminate or determine the Contract under Conditions 13 and 14.

12. DEFAULT

12.1. The Contractor shall be in default if he:

12.1.1. fails to perform the Contract with due skill, care, diligence and timeliness;

12.1.2. refuses or neglects to comply with any reasonable written instruction given by the Contract Supervisor;

12.1.3. is in breach of the Contract.

12.2. Where in the opinion of the Contract Supervisor, the Contractor is in default, the Contract Supervisor may serve a Notice giving at least five working days in which to remedy the default.

12.3. If the Contractor fails to comply with such a Notice the Contract Supervisor may, without prejudice to any other rights or remedies under the Contract, take over for as such a period as is necessary the performance of the relevant part of the Contract and make other arrangements for its completion. Any extra costs arising from this action, will be paid by the Contractor or deducted from any monies owing to him.

13. TERMINATION

13.1. The Agency may immediately, without prejudice to any other rights and remedies under the Contract, terminate all or any part of the Contract by Notice in writing to the Contractor, Receiver, Liquidator or to any other person in whom the Contract may become vested, if the Contractor:

13.1.1. fails in the opinion of the Contract Supervisor to comply with (or take reasonable steps to comply with) a Notice under Condition 12.2.

13.1.2. becomes bankrupt or insolvent, or has a receiving order made against him, or makes an arrangement with his creditors or (being a corporation) commences to be wound up, not being a voluntary winding up for the purpose of reconstruction or amalgamation, or has a receiver, administrator, or administrative receiver appointed by a Court.

'Termination under the Regulations'

13.2. The Agency may terminate the Contract on written Notice to the Contractor if:

13.2.1. the contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

13.2.2. the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or

13.2.3. The Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations

that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

14. DETERMINATION

14.1. Without prejudice to any other rights or remedies under the Contract, the Agency reserves the right to determine the Contract at any time by giving not less than one month's Notice, (or such other time period as may be appropriate).

14.2. The Agency shall pay the Contractor such amounts as may be necessary to cover his reasonable costs and outstanding and unavoidable commitments necessarily and solely incurred in properly performing the Contract prior to determination.

14.3. The Agency will not pay for any costs or commitments that the Contractor is able to mitigate and shall only pay those costs that the Agency has validated to its satisfaction. The Agency's total liability under this Condition shall not in any circumstances exceed the Contract Price that would have been payable for the Services if the Contract had not been determined.

15. INDEMNITY

15.1. Without prejudice to the Agency's remedies for breach of Contract, the Contractor shall fully indemnify the Agency and its staff against any legally enforceable and reasonably mitigated liability, loss, costs, expenses, claims or proceedings in respect of:

15.1.1. death or injury to any person;

15.1.2. loss or damage to any property excluding indirect and consequential loss;

15.1.3. infringement of third party Intellectual Property Rights which might arise as a direct consequence of the actions or negligence of the Contractor, his staff or agents in the execution of the Contract.

15.2. This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Agency or its staff.

16. LIMIT OF CONTRACTOR'S LIABILITY

16.1. The limit of the Contractor's liability for each and every claim by the Agency, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be:

16.1.1. the sum stated in the Appendix;

16.1.2. if no sum is stated, the Contract Price or five million pounds whichever is the greater.

17. INSURANCE

17.1. The Contractor shall insure and maintain insurance against liabilities under Condition 15 (Indemnity) in the manner and to the values listed in the Appendix to these Conditions. If no sum is stated, the value insured shall be £5M (five million pounds.)

17.2. If specifically required by the Agency, nominated insurances shall be in the joint names of the Contractor and the Agency.

17.3. The Contractor shall, upon request, produce to the Contract Supervisor documentary evidence that the insurances required are fully paid up and valid for the duration of the Contract.

18. PREVENTION OF FRAUD AND CORRUPTION

18.1. The Contractor shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

18.2. The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Contractor's staff and the Contractor (including its shareholders, members and directors) in connection with the Contract and shall notify the Agency immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

18.3. If the Contractor or the Contractor's staff engages in conduct prohibited by this clause 18 or commits fraud in relation to the Contract or any other contract with the Crown (including the Agency) the Agency may:

18.3.1. terminate the Contract and recover from the Contractor the amount of any loss suffered by the Agency resulting from the termination, including the cost reasonably incurred by the Agency of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Agency throughout the remainder of the Contract; or

18.3.2. recover in full from the Contractor any other loss sustained by the Agency in consequence of any breach of this clause.

18.4. The Contractor shall not, directly or indirectly through intermediaries commit any offence under the Bribery Act 2010 (as amended), in any of its dealings with the Agency.

19. MONITORING AND AUDIT

19.1. The Contract Supervisor may inspect and examine the Services being carried out on the Agency's premises, or elsewhere at any reasonable time. Where the Services are being performed on other than the Agency's premises, reasonable notice to inspect shall be given to the Contractor. The Contractor shall give all such facilities as the Contract Supervisor may reasonably require for such inspection and examination.

20. CONTRACT PRICE

20.1. The Contract Price will be paid by the Agency to the Contractor as amended by any Variations ordered under Condition 10 (Variations).

20.2. In addition to the Contract Price, the Agency will pay to the Contractor such Value Added Tax (if any) as may properly be chargeable at rates ruling at the time of invoice.

21. INVOICING AND PAYMENT

21.1. Invoices shall only be submitted for work already satisfactorily completed, and accompanied by such information as the Contract Supervisor may reasonably require to verify the Contractor's entitlement to payment. Such invoices will be paid in 30 days from receipt by the Agency.

21.2. If any sum is payable under the Contract by the Contractor to the Agency, whether by deduction from the Contract or otherwise, it will be deducted from the next available invoice.

21.3. If the Contractor enters into a sub-contract with a supplier for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due from it to the sub-contractor within 30 days from the receipt of a valid invoice.

22. INTELLECTUAL PROPERTY RIGHTS

22.1. All Prior Rights used in connection with the Services shall remain the property of the party introducing them. Details of each party's Prior Rights are set out in the Prior Right Schedule to this contract.

22.2. All Results shall be the property of the Agency.

22.3. The Resulting Rights in any Results, and any interim results shall, from the time they arise, be the property of the Agency and the Agency shall be free, should it so wish, to apply at its own expense for patent or other protection in respect of the Results or any interim results. The Agency's intention to apply for such patent or other protection shall be notified to the Contractor. Such applications for patents or other registered intellectual property rights shall be filed in the name of the Agency.

Unless otherwise agreed in writing between the Contractor and the Agency, the Contractor hereby:

22.3.1. assigns to the Agency all Resulting Rights

22.3.2. grants the Agency a non-exclusive, non-transferable (save for the purposes of sub-licensing, reorganisation or transfer to a successor body, for the purposes of all the successor body's normal business use), irrevocable , royalty free perpetual licence to the Agency in respect of all the Contractor's Prior Rights necessary in order for the Agency to use or exploit the Resulting Rights.

22.4. The Contractor undertakes to the Agency not to use, exploit or deal with any of the Agency's Prior Rights, other than in the performance of the Contract unless the Contractor has first obtained a written licence from the Agency, in specific terms to do so.

22.5. The Agency undertakes to the Contractor not to use or exploit the Contractor's Prior Rights, save as provided in Condition 22.3.2.

22.6. The Contractor warrants to the Agency that the performance of the Services, the Contractor's Prior Rights and the Results shall not in any way infringe any intellectual property rights of any third party.

22.7. If the Contractor is prevented from carrying out his obligations under the Contract due to any infringement or alleged infringement of any Intellectual Property Rights, the Agency may without prejudice to any other rights and remedies under the Contract, exercise the powers and remedies available to it under Conditions 13 and 14, Termination and Determination respectively.

22.8. The Contractor shall not be liable if such infringement arises from the use of any design, technique or method of working provided by or specified by the Agency.

22.9. The Contractor waives in favour of the Agency its rights to object to derogatory treatment of the Results of the Work and the Contractor also agrees that he will not assert or seek to enforce against the Agency and/or any other person, firm or company any of its moral rights as defined in the Copyright Designs and Patents Act 1988 (as amended) without the prior agreement of the Agency.

22.10. The Contractor shall not be liable for any consequential losses, damage or injuries arising from third party misuse of the Results, of which the Contractor is not aware.

23. WARRANTY

The Contractor warrants that the Services supplied by him will be discharged with reasonable skill, care and diligence.

24. STATUTORY REQUIREMENTS

The Contractor shall fully comply with all relevant statutory requirements in the performance of the Contract, including, but not limited to the giving of all necessary notices and the paying of all fees.

25. ENVIRONMENT, SUSTAINABILITY AND DIVERSITY

25.1. The Contractor in the performance of this Contract should adopt a sound proactive environmental approach, designed to minimise harm to the environment, to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of single-use plastic, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and/or the environment, and be able to provide proof of so doing to the Agency on demand.

25.2. The Agency is committed to ensuring that workers employed within its supply chains are treated fairly, humanely and equitably. The Agency expects the Contractor to share this commitment and to understand any areas of risk associated with this and work to ensure they are meeting International Labour Standards. The Contractor ensures that it and its sub-contractors and its supply chain:

25.2.1. comply with the provisions of the Modern Slavery Act 2015;

25.2.2. pay staff fair wages (and pays its staff in the UK not less than the Foundation Living Wage Rate); and

25.2.3. 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.

25.3. The Contractor should support the Agency to achieve its Public Sector Equality Duty by complying with the Agency's policies (as amended from time to time) on Equality, Diversity and Inclusion (EDI). This includes ensuring that the Contractor (and their sub-contractors) in the delivery of its obligations under this Contract:

25.3.1. eliminates discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;

25.3.2. advances equality of opportunity between people who share a protected characteristic and those who do not; and

25.3.3. fosters good relations between people who share a protected characteristic and those who do not.

26. PUBLICITY

The Contractor shall not advertise or publicly announce that he is supplying Services or undertaking work for the Agency without the Permission of the Contract Supervisor.

27. LAW

This Contract shall be governed and construed in accordance with the Law, and subject to the jurisdiction of the courts of England.

28. WAIVER

28.1. No delay, neglect or forbearance by the Agency in enforcing any provision of the Contract shall be deemed to be a waiver, or in any other way prejudice the rights of the Agency under the Contract.

28.2. No waiver by the Agency shall be effective unless made in writing.

28.3. No waiver by the Agency of a breach of the Contract shall constitute a waiver of any subsequent breach.

29. ENFORCEABILITY AND SURVIVORSHIP

29.1. If any part of the Contract is found by a court of competent jurisdiction or other competent authority to be invalid or legally unenforceable, that part will be severed from the remainder of the Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

29.2. The following clauses shall survive termination of the Contract, howsoever caused: 13, 14, 15, 22, 23, 24, 27, 29, 30, 31, 32 and 33.

30. DISPUTE RESOLUTION

30.1. All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Agency and the Contractor.

30.2. If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisers).

30.3. If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.

30.4. Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

30.5. If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.

30.6. The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

30.7. Any of the time limits in Conditions 30 may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution.

31. GENERAL

31.1. Neither party to the Contract will be liable to the other for any delay in performing or failing to perform its obligations (other than a payment obligation) under the Contract because of any cause outside its reasonable control. Such delay or failure will not constitute a breach of the Contract and the time for performance of the affected obligation will be extended by a reasonable period.

31.2. The Contract contains the whole agreement between the parties and supersedes all previous communications, representations and arrangements, written or oral. It is accepted that the Contract has not been entered into on the basis of any representations that are not expressly contained in the Contract.

32. FREEDOM OF INFORMATION ACT

32.1. The Agency is committed to open government and to meeting its responsibilities under the Freedom of Information Act 2000 (as amended) ('Act') and the Environmental Information Regulations 2004 (as amended) (Regulations').

32.2. The Contractor agrees that:

32.2.1. All information submitted to the Agency may need to be disclosed by the Agency in response to a request under the Act or the Regulations; and

32.2.2. The Agency may include information submitted (in whole or in part) in the publication scheme which it maintains under the Act or publish the Contract, including from time to time agreed changes to the Contract, to the public.

32.3. If the Contractor considers that any of the information included in its tender, or that it has submitted to the Agency or that is otherwise contained in the Contract, is commercially sensitive, it shall identify and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. The Contractor acknowledges that if it has indicated that information is commercially sensitive, such information may still be required to be disclosed by the Agency under the Act or the Regulations. The receipt of any material marked 'confidential' or equivalent by the Agency shall not be deemed to infer that the Agency agrees any duty of confidentiality by virtue of that marking.

33. DATA PROTECTION

33.1. In the event that the Contract requires data to be processed within the meaning of the Data Protection Legislation the Data Protection Schedule shall be completed by the Parties and provisions and definitions therein shall apply and bind the Parties as part of this Contract.

34. CANCELLATION TERMS

34.1. The supplier will work in partnership with the Environment Agency and be flexible with regards to the postponement or cancellation of virtual/face to face courses.

We will not pay any cancellation charges for courses cancelled up to four weeks (20 working days) before the course date. We will try to reschedule any booking made.

In the event that courses are cancelled less than four weeks before the course date, the supplier will endeavor to reschedule the booking without incurring any additional costs for the Environment Agency. Where this is not possible, the following cancellation fee schedule shall apply:

Notice of cancellation	Percentage of course fee paid
Greater than 4 weeks	0%

3-4 weeks	25%
2-3 weeks	50%
1-2 weeks	75%
Less than one week	100%

Environment Agency have an important role in responding to incidents. As a result, course attendance may have to be cancelled at short notice if an incident occurs. In addition, courses may have to be cancelled at short notice where the Environment Agency has significant concerns regarding the safe delivery of a course. In these instances, we will not pay cancellation charges except for reasonable out of pocket expenses - for example, if a trainer has set off to site and incurs non-refundable expenses for accommodation or travel.

If the supplier has to cancel at short notice, they will reschedule the course as soon as possible with no extra charges passed on to the Environment Agency. In this scenario the Supplier will also cover any losses e.g. cost of EA hiring plant for the course. Where the Environment Agency has incurred costs in this instance the Supplier will offer a discounted price on the rescheduled course as a gesture of goodwill. The value of the discount will be agreed with the Supplier and the Environment Agency on a case by case basis."

Appendix to Conditions Services

Ref: ecm_

Title: Lot 1 –
Maintenance
Training
(including plant
training, SSSTS
& SMSTS)

Condition

1 Contract Supervisor

3

Address:

2 Contractor

Address:

3 Completion

6

Contract Start Date – 01 September 2021

Contract End Date – 31 August 2024 (with 2x 12 month extension option bringing to possible date of 31 August 2026)

4 Delivery

11

Address:-

Insert delivery address if different to above

5 Insurance

17

Professional Indemnity Min. Cover

Third Party Minimum Cover

Public Liability Min. Cover

6 Limit on Liability

16

Limit on Contractors Liability

Appendix 1 – Specification/Statement of Requirement

1. Background

The EA works to help save lives and protect the environment. We maintain thousands of assets across the country using a range of plant and equipment. We are a Category One responder and respond to thousands of incidents and potential incidents each year. We encourage all of our staff to take up an incident role. The training that our people will receive through this Contract will not only prepare our staff for the work they carry out in their day jobs, but also their incident roles.

We require a competent and confident workforce who carry out work to protect people and the environment by operating and maintaining our flood and coastal assets and responding to incidents. Their core activities are gradually changing under our Modernising Asset Management programme. This means their work focus is altering, from asset maintenance to asset operation and incident response. We expect our supply chain to support us in this change, and to assist us in addressing any training or development gaps which are identified in the future.

The purpose of this Framework Contract is to have a workforce that is:

- Competent, safe and fully trained to a professional standard.
- Trained to a consistent standard to support the flexibility we need to move resources around the country for incident response.

This Framework will be structured into six Lots with varying training topic areas and potentially slightly different delegate audiences:

- Lot 1 Maintenance (including plant and equipment training, Site Supervisor Safety Training Scheme (SSSTS) & Site Management Safety Training Scheme (SMSTS))
- Lot 2 Health Safety and Wellbeing (HSW) E-learning
- Lot 3 Confined Space (Low/Medium/High risk)
- Lot 4 MEICA (Mechanical Electrical Instrumentation Control and Automation) / Electrical Engineering Safety
- Lot 5 Mobile Flood Assets (MFA)
- Lot 6 Operator Licence Compliance Training.

We expect Suppliers to work with us to ensure effective implementation of this new Framework.

1. Training strategy

1. Competence

We follow the SKATE competence model (skills, knowledge, attitude, training and experience) and consider formal training to be the first step in acquiring competence. It is important that training is seen as a foundation for the situational awareness the delegates will need in their day to day activities. After training, delegates go back to their jobs, practice under supervision and develop their knowledge and expertise over time. We try to ensure that team members utilise their new skills regularly to build competence. We recognise that, on occasion, individuals will adopt bad habits and so we require Suppliers to offer assessments and refresher training and each Lot will have their own specific requirements to meet our needs. Refresher training should be targeted to ensure good learning and value for money.

2. Innovation

Much of the requirement within this Framework is practical skills training. We welcome any innovation which reduces classroom time and makes the training more engaging – such as remote or virtual learning for theory sessions or pre-course work, the use of scenarios and group work. Please note our field team members are all equipped with iPads. We expect the successful Suppliers to identify the most cost effective, sustainable and efficient training methods/delivery for our staff. This may include pre-course learning/assessment to establish the competency level appropriate to that individual and proposing innovative learning solutions which enhance the learner's experience. This may reduce contact time but not adversely. For example,

we have used bespoke interactive video to communicate specific learning points about working with plant near water. We would welcome more of this type of innovative approach.

As with any government Contract we expect our Suppliers to support us in ensuring we are getting value for money from the investment we are making in our people. To achieve this, we will expect our Suppliers to work as our partners in delivering the training Framework, suggesting innovative ways to reduce costs and add value, for example; supporting us in identifying the most appropriate training locations; suggesting virtual learning where appropriate and streamlining and simplifying systems.

3. Defra Group

Some of the courses offered under this Framework will be accessed by staff in other EA departments and other Defra organisations including Natural England and The Forestry Commission. The Supplier must be aware that both the audiences and the way training is arranged varies and they must be able to offer a different, separate approach.

4. Asset Management Operations (AMO) Skills Team

The AMO Skills Team arrange technical training for our operational staff to ensure our people stay safe and develop and maintain their competency to carry out their work up to the required standard. We provide guidance and support to our Area Operations Field Teams, develop tools, assure, and manage our operational training budget on behalf of the business. We work with Suppliers to ensure training is meeting our needs and that we are making the most of our resources. The AMO Framework Manager and AMO Training Coordinators (AMO TCs) both sit within this team.

5. Shared Services Connected Limited (SSCL)

We are subcontracted with Shared Services Connect Limited (SSCL) to provide administrative support for some of our training courses for the EA (see Training Coordination and Administration section of this document).

6. Framework Coverage

EA employees are spread across England, from the tip of Cornwall to the Scottish borders. We require Suppliers that can access a national network of trainers who can deliver training to all of our people with minimum travel. For face to face courses we recommend that our depots are used when possible as we require that delegates do not travel more than 2 hours away from their base location. See Appendix A for the map of our areas.

1. Lot 1 Maintenance (including plant training, SSSTS & SMSTS)

We have around 1000 people who carry out field work for the EA, varying from field teams carrying out maintenance to flood banks to the ensuring the smooth operation of our flood, navigation or hydrometry assets. Our Area Operations Field Teams are spread nationally across our 14 different areas and they play a vital role in:

- Providing 24/7 response to flooding and pollution incidents;
- Operating our flood defence structures;
- Carrying out asset maintenance including some minor construction work associated with this activity;
- Maintaining our telemetry and hydrometry services;
- Ensuring navigations are passable and operating locks.

Lot 1 includes a range of training for operational activities such as chainsaws and wood chippers, excavators, dumpers and other earth moving plant; lifting plant, abrasive wheels; vegetation control equipment and the use of other smaller plant such as ride on and remote control mowers; tractors and attachments; winching; pesticide spraying; Streetworks/Chapter 8; cable avoidance equipment, small tools, working at height, and some knowledge/theory courses such as the Construction Industry Training Board (CITB), SSSTS and SMSTS.

Lot 1 also includes a Bespoke 3 Day Appointed Person Lifting with Telehandlers & Excavators which is a course aimed at candidates who currently or will need to plan safe systems of work using Telehandlers, Excavators and HIABS for lifting. By the end of this course the delegate will be able to fulfil the role of Appointed Persons for intermediate and complex lifts using telehandlers and excavators. As part of this Contract we may require the Supplier to work with us to develop other bespoke courses like this to meet our organisational needs. See

the Bespoke/Customised courses and wider scope section of this document for more information.

Our training programme carries seasonal constraints primarily due to the environment. As a Supplier of this training you are expected to know these constraints and identify peaks in the various courses and meet the demand we require. The nature of our work can also place constraints on availability for training delivery as we respond to our duties under the Civil Contingency Act, and deal with flooding and other incidents. This may mean on occasion we need to move training dates at short notice; we need our Suppliers to understand our role is crucial to protecting the country. Every pound we spend is from the public purse and is invested in protecting and maintaining the environment.

We use a variety of accreditation bodies to establish professional skills and training standards. For example we use Lantra for plant training and NPTC (National Proficiency Tests Council) for use of pesticides.

We need novice/initial training for new starters, and assessment only and refresher training for experienced employees. Training may take place at our sites or you may be required to provide us with training sites - particularly woodland for chainsaw training. It is therefore crucial that you can provide us with national coverage.

We have our own plant and equipment, supplemented by a hire Contract, which is our preference for use in the provisions of this Lot. This can be used for training at our sites and depots. We also require the Supplier to have access to their own training sites, plant and equipment when we're unable to provide this. The tender documents will make it clear as to how to price these different approaches.

We require high standards of plant and equipment and if we are using your plant and equipment, you would need to meet these standards. Our standards are set out in Appendix B.

Spend for Lot 1 through this Framework is estimated at £800K p.a.; there is a possibility of additional spend from the wider Defra group. We cannot guarantee volumes of delegates or spend however table below is an indicator of approximate annual volume of the highest volume courses by discipline. See Appendix C for the full list of courses, the Supplier must be able to provide all courses on this list themselves or via a sub-contractor.

Courses	Venue needed	Plant needed	Annual Volume of delegates	Refresher Cycle
Chainsaw all levels	Yes	No		
Plant including earth moving and lifting	Yes	Yes		
Abrasive Wheels	No	No		
Chapter 8	Yes	Yes		
Pesticide Spraying	No	No		
All Tractor Driving	No	No		
Mowers, brushcutters, strimmers	No	No		
Woodchipper	No	No		

CITB SSSTS and SMSTS

All our Lead Team Members (LTMs) in Area Operations Field Teams, as well as some Specialist Team Members (STMs) and Field Team Leaders (FTLs) require the CITB Site Supervisor's course ().

All our Specialist Team Members (STMs) in Area Operations Field Teams require the CITB Site Manager's course (). There may be a future requirement for increased numbers related to individual's incident roles across the wider business.

Accrediting Bodies:

It is not necessary for the Supplier to employ trainers/associates or use sub-contractors registered with all accreditation bodies, but there must be arrangements in place with trainers

who can provide training approved by the relevant industry organisations. All trainers must be accredited to the relevant standard appropriate to the training required.

Acceptable accredited bodies include the following:

Lantra

ALLMI – Association of Lorry Loader Manufacturers and Importers

BAGMA – British Agricultural and Garden Machinery Association

WJA – Water Jetting Association

IPAF – International Powered Access Association

PASMA – Prefabricated Powered Access Federation

NPTC – National Proficiency Tests Council

DSA – Driving Standards Agency

City & Guilds

CABWI – Certification and Assessment Board for the Water Industry

NPORS – National Plant Operators Registration Scheme

CITB – Construction Industry Training Board

EUSR – Energy and Utility Skills Register

JAUPT – Joint Approvals Unit for Periodic Training.

This is not an exhaustive list; you can discuss any additional organisations with the AMO Framework Manager. Please note that we do not currently support CITB training, except for SSSTS and SMSTS, and our field teams do not normally require CPCS (Construction Plant Competence Scheme) cards (or any other type of accreditation cards).

Framework Management

1. AMO Framework Manager

The Framework will be managed by the EA AMO Framework Manager supported by individual Technical Lot Leads across the business including Health Safety & Wellbeing, as well as Defra colleagues from Commercial and Learning and Development. The AMO Framework Manager will:

- Manage the overall relationship with Suppliers;
- Be a second level escalation to resolve issues (Technical Lot Leads will escalate to AMO Framework Manager as needed);
- Attend review meetings with the Technical Lot Leads and the Suppliers;
- Provide technical updates and advice on changes within our organisation;
- Oversee and seek assurances on quality of delivery of the overall Framework
- Approve Framework extensions and any other changes in collaboration with Commercial;
- Be responsible for Quality Assurance (QA) of the Framework;
- Have decision-making responsibilities for use of the Framework;

2. Supplier Contract Management

As the Supplier, you will be expected to:

People:

- Provide a single point of contact who will be responsible for the overall Training Contract associated with a specific Lot;
- Ensure that a Deputy Account Manager has been appointed and their name and contact details (including email address and telephone number) are provided prior to any period of the Account Manager's unavailability and absence. The Supplier shall ensure that the Deputy Account Manager has the same powers, authority, and discretion as the Account Manager.
- Manage and be responsible for your sub-contractors (if appropriate) and be responsible for, manage and maintain subcontractors/training associates to meet the requirements of this Framework and ensure they meet the standards of your organisation and accreditation bodies; this includes paying the real living wage and protecting contractors/sub-contractors from risks associated with modern slavery

- Provide CPD (Continuing Professional Development) and ensure trainers maintain and update their skills and knowledge
- Submit appropriate trainer authorisations when confirming bookings;

Administration:

- Notify SSCL or AMO Training Coordinators and your single point of contact within 1 hour of the course start time of any delegates that have not arrived (either virtually or in person)
- Provide a completed attendance log of each course for EA Employees within 1 week of course completion to SSCL, or to the AMO TCs as appropriate
- We may require you to hold information and data about our delegates and you must be compliant with GDPR (General Data Protection Regulation, see Handling of Data – Data Protection and Information Assurance section).

Courses:

- Regularly review course contents to ensure alignment with EA requirements and industry updates/standards;
- Identify opportunities and demonstrate continual improvement throughout the lifetime of the programme;
- Inform the Technical Lot Lead of changes in legislation, industry best practice, training standards;
- Where required, support us in discussions and meetings with professional bodies;
- Make reasonable adjustment of training to meet individual needs, with particular regard to equality diversity and inclusivity;
- Sourcing and provision of specialist venues/equipment if required;
- As required, work with us to review our operational instructions and health and safety notices;
- Ensure our Operational Instructions and ways of working are embedded in Framework management and training delivery;
- Ensure training maintains the standards set by the appropriate professional body;

Health, Safety and Wellbeing:

- Notify us of any Health, Safety and Wellbeing (HSW) issues with EA delegates, such as unfit for training;
- Have appropriate HSW processes in place, such as risk assessments of training site(s) and equipment used
- Take HSW responsibility for delegates and your trainers and adjust training and/or report any issues to the Technical Lot Lead immediately;

Issue resolution, disputes and escalation

- Take ownership of investigation and remedies in the event of near misses and/or following an incident during training;
- Provide a process for issue resolution;
- Technical Lot Leads will be responsible for resolving any day to day issues or queries and escalate if necessary. Suppliers will be expected to proactively contribute to the agreed process with the mutual intent to resolve as quickly as possible.
- Any issues raised by either party will be resolved in a timely manner by discussion with the Technical Lot Leads and colleagues. Any complaints or negative feedback arising from any course should be immediately passed to SSCL or AMO TCs (see Framework Management section) and the Technical Lot Leads for investigation. Following this they will engage with the Supplier to reach a satisfactory outcome and avoid future issues.

Managing performance:

- Attend regular Contract management reviews (to be scheduled quarterly)
- Track, monitor and report on progress through agreed method;

Technical Lot Leads with direction from the AMO Framework Manager will be responsible for monitoring and reporting on the performance of the Contract. Suppliers will be expected to fully comply with agreed performance monitoring and provision of timely (within 5 days of each quarter end) performance data and information. The Supplier will be expected to provide, as a minimum, the following:

- A written performance report including timely KPI and management information:

- value and volume of courses delivered
- cancellations, with reasons/types and costs
- delegate feedback and issues arising
- sustainability (trainer mileage and CO2)
- invoice status
- assessment results
- Any incidents, accidents, near misses and positive behaviours encountered during training.
- A review of progress after the first 3 months of Contract award, adhering to the principals of continual improvement, with 6 monthly communication of progress on actions to be reviewed annually and updated.
- Once the Contract is fully embedded the expectation is a quarterly written communication which includes details of any changes, improvements, risks, issues, complaints, concerns and future plans.
- The successful contracted Suppliers will be expected to put a carbon action plan in place within the first 3 months of the Contract start date. We will work with the supplier to set a carbon net zero target for the Contract, this will need to be met as part of the Contract performance. This target will include the whole lifecycle of services provided, in addition to the Supplier's direct operations, for example, course development, delivery, evaluation and administration. The Supplier will need to demonstrate throughout the life of this Contract that they are addressing and working on these issues. They will be asked as part of the tender how they will contribute to meeting them.
- Provide a summary of delegate feedback will be made available upon request and/or as part of the training review meetings
- Technical Lot Leads in collaboration with Commercial Lead and AMO Framework Manager will annually review the Contract Management Plan and make sure it is still current. Suppliers will be expected to contribute fully to this review.

Contract:

- Technical Lot Leads will be responsible for working with the AMO Framework Manager for developing and maintaining a Contract risk register. The Supplier will be expected to fully contribute to the mitigation of identified risks and identification of new risks as soon as they become aware of them.
- Commercial Leads will be responsible working with the AMO Framework Manager and Technical Lot Leads for developing and maintaining a Contract benefits register. The Supplier will be expected to fully contribute to this process, through continuous improvement and efficiency gains.
- Provide full support for implementation and contract exit and contribute to communications throughout the Contract period.
- Technical Lot Leads with support from Commercial will be responsible for reporting any significant changes to the Contract. Suppliers will be expected to fully support this process.
- Technical Lot Leads will be responsible with support from the AMO Framework Manager and Commercial Lead for agreeing a Contract exit plan at the start of the Contract and maintain the plan throughout. The Supplier will be expected to fully contribute to the plan and its subsequent reviews.
- Budget management will be carried out by L&D lead with Technical Lot Leads providing forecasting of future need; for Lot 1 and 5, the AMO Skills Team are involved in forecasting future need. Suppliers will be expected to provide timely financial information to enable this to take place.

3. Technical Lot Leads (Contract Managers)

Our Technical Lot Leads will act as the subject matter experts and Contract Managers for their Lot and will be responsible for arranging Contract governance with the Supplier and feeding back to the AMO Framework Manager. Suppliers will be expected to fully comply with agreed governance arrangements. Technical Lot Leads will:

- Provide Subject Matter Expertise directly to the Supplier, acting as an interface between the business and AMO Framework Manager and the Supplier in the development and delivery of material;
- Escalate any concerns to the Supplier to resolve any issues;
- Assess the quality of training and exercising received across the business;
- Ensure our Operational Instructions and ways of working are embedded;
- Consider evaluation approach and methodology;
- Manage the overall relationship with the Supplier;
- Be the point of contact for their Contract/Lot for escalation to resolve issues such as delivery quality, health safety and wellbeing, EDI, or delegate or trainer feedback, which can't be resolved at area level, or is a serious breach. If issues are not resolved within the Lot, the next point of escalation is AMO Framework Manager;
- Arrange and lead quarterly review meetings with the Supplier;
- Provide technical updates and advice on changes within our organisation to the Supplier;
- Oversee and seek assurances on quality of delivery via monthly update reports, performance indicators and attendee feedback;
- Approve Contract extensions and any other changes in collaboration with the AMO Framework Manager Defra Group Commercial;
- Be responsible for Quality Assurance (QA) ensuring the full deliverables of the Training Contract. Course contents to be reviewed to ensure alignment industry updates/standards;
- Decision-making responsibilities for the development of the Training Contract;
- The expectations after the award of the Contract is that the EA will agree with the Supplier the procedures and methodology for the evaluation of the accreditations;
- Manage a mechanism for a communication route between Suppliers and the rest of the EA.

4. **Learning & Development (L&D) specialist**

- Provide L&D advice and guidance to the EA Contract Managers and AMO Framework Manager;
- Attend Supplier performance review meetings;
- Work with EA Technical Lot Leads to:
 - identify high level aims and learning objectives
 - provide assurance to the Technical Lot lead in regards to the standards of training produced
 - consider evaluation approach and methodology;
- Act as an escalation channel for any issues with SSCL;

Note the Technical Lot Leads are responsible for all matters relating to programme content.

5. **Defra group Commercial lead**

The Defra group Commercial Lead will:

- Assist with reviews with Suppliers on performance and potential for improvements;
- Provide commercial advice and guidance to the EA Contract Manager (AMO Framework Manager and Technical Lot Leads).

6. **Training Coordination and Administration:**

AMO TCs: Training Coordinators who sit in the AMO Skills Team, they coordinate EA training courses that are specific to Field Teams, Area Operations. See Appendix I for the process flow chart.

As a Supplier you are expected to work with SSCL or AMO TCs by:

- Providing consistent joining instructions to be delivered through the Learning Management System, including information about equipment, materials or plant needed (where applicable);
- Preparing and maintaining a catalogue of courses specific to this Framework, by providing a complete catalogue template for EA to upload and maintain in our Learning Management System
- Confirm that training has taken place and notify SSCL / AMO TCs of any no shows within 1 hour of course start time
- Submit invoices at course end and within 5 working days;
- Raise any issues in relation to Framework management including credit control, in line with the correct processes (raising with the Technical Lot Lead first etc.);
- Provide information for our Learning Management System on training completion
- Use automated systems as much as possible to deal with management information, invoicing, and Contract management.

7. Contract Mobilisation

• Establish systems, procedures and documentation

Technical Lot Leads with support from Defra group Commercial will be responsible for preparing and managing the Contract Management Plan – Suppliers will be expected to contribute to and follow the Contract plan throughout the Contract period.

SSCL leads or AMO TCs will organise all training in liaison with the Supplier.

• Confirm obligations

Technical Lot Leads will be responsible for identifying the roles and responsibilities of individuals involved with the Contract and maintaining and administering it throughout the Contract period. Suppliers may be requested to contribute to this process. Joint obligations are to be agreed and documented through the internal and contractual governance structure with the Supplier.

• Establish governance

Technical Lot Leads will be responsible in collaboration with the AMO Framework Manager for establishing a structure that ensures all stakeholders (internal & Supplier) have a shared understanding of what has been agreed and are clear on the next steps. This will be reflected in the meeting minutes.

• Stakeholder/Supplier initiation meeting

Technical Lot Leads will be responsible for arranging an initial Supplier meeting, agree roll out and ensure all stakeholders (internal & Supplier) have a shared understanding of what has been agreed and, are clear on the next steps. This will be reflected in the meeting minutes.

5. Sustainability and the Environment

At the EA, we work to create better places for people and wildlife and support sustainable development. This extends into our supply chain through the purchases we make and the goods and services that others provide on our behalf.

Within our operations work we aim to consistently achieve the highest environmental standards, going beyond legal compliance to maintain and enhance habitats and biodiversity. We protect people and communities so that people can enjoy the environment and the benefit it brings. We always seek continual improvement.

Our sustainability strategy outlines how we will improve the environmental performance of our own operations and that of our Suppliers and supply chain including our Net Zero Carbon emissions by 2030.

The Suppliers will ensure that the Contract is working towards Net Zero Carbon for all of its operations including travel to and from training sites for its Suppliers, and if possible, will be

Absolute Zero Carbon. As part of this you are required to check and supply environmental data linked to the annual analysis of our supply chain impacts.

In addition to this, the Suppliers must ensure that they;

Remain fully compliant with all relevant environmental legislation at all times including any amendments to existing legislation or any new legislation that may come into force during the life of this Framework. For example, chainsaw training can only take place outside of the bird nesting season which is between March and September. All practical non-classroom-based training must be booked in at times that is least disruptive and most suitable to the environment in which they are to be carried out.

- Consider and reduce the environmental impacts of the service over the lifecycle of the Framework to include but not limited to:
 - The booking of training;
 - The location of the training in reducing the carbon impact from travel;
 - The location of the training in reducing the energy use and waste management of the building for class room based programmes;
 - The resources required to deliver the training;
 - Ensure no single use plastics, including in catering, refreshments, washrooms etc.;
 - The use of equipment and machinery that reduces its impact on the environment through for example the use of biodegradable hydraulic oils, environmentally considerate lubricants, biodiesels and electric plant or equipment alternatives;
 - The timing of training in relation to minimising the disruption caused to the local environment and communities. Consider habitats and species which may be affected by practical work and include this in the training.
- Promote the best practical environmental options.
- Any waste created as a result of this Contract must be disposed of in line with the waste hierarchy, our strategy commits us to 'eliminate waste from products and materials by working with our people and suppliers, to design it out, and utilise re-use and closed-loop systems' you will need to work with us towards this goal.
- Any and all hydraulic oils supplied in equipment purchased under this Contract must be defined as "Readily Biodegradable" and meet OECD 301B.
- Include environmental risks in the risk assessment process to cover both the specific risks relating to the type of work being carried out and the specific site risks where the training is taking place.
- Implement bio security measures to limit the spread of non-native invasive species.
- Ensure the robust containment of all oils, fuel and lubricants to minimise the risk of leaks and spills during operation. Carry appropriate spill kits and be competent in how to use them.
- Report all environmental incidents and near misses that occur if training is delivered on an EA site to the Site Responsible Officer and the EA incident line (0800 807060) at the earliest opportunity.
- Communicate our sustainability requirements throughout their supply chain to those who will be involved in delivering the services under this Framework. The Supplier is responsible for ensuring that all parties working under this Contract are aware of, compliant with and competent to be able to deliver the sustainability requirements listed in this document. The Supplier must monitor and ensure ongoing competence and compliance with this throughout the life of the Framework.
- Share and communicate best practice, lessons learned and new innovations with the EA in all areas that are relevant to this Framework, as a part of the quarterly review meetings. Any significant points should be brought forward to the Technical Lot Lead before the review meetings.

6. Equality, Diversity and Inclusion (EDI)

We expect the very highest standards of behaviour and positive attitudes to equality, diversity and inclusion. We are committed to equal opportunities and we expect a respectful work environment free from bullying, harassment and discrimination. We expect the same standards from our Suppliers; Suppliers must make reasonable adjustments to ensure learning at all

levels. The Supplier will be held responsible for behaviours of their supply chain. We expect consideration of EDI throughout design, delivery, and evaluation of training. We expect trainers to be considerate of EDI in their use of language and behaviours.

The Supplier will have an effective EDI policy and management controls in place to ensure it is followed.

We expect the appointed Suppliers to support us and understand our culture.

Sir James Bevan our Chief Executive has a clear vision on our culture and how we do things:

Yes if – We will take this action in all that we do

Think big – act early, be visible

Seek Partnership, show leadership

Focus on outcomes – not processes

Embrace Difference: include everyone

One Team: support and trust each other to do the right thing

Stay safe and grow; we will invest in the wellbeing and development of all our staff.

7. Bespoke/customised courses and wider scope

Over the lifetime of the Contract the EA will change operational structure with associated work processes. This Framework will have to adapt to those changes. The EA will work with the Suppliers to ensure that any changes in business need are reflected in the content and management of the Framework through standard Contract management techniques. It is unlikely that the overall value of the Framework will change due to these new ways of working.

On occasion we may request that a Supplier assists us in developing bespoke courses, relating to very specific activities that we carry out. Course development approach will be managed through change instructions and will always be in agreement with the Suppliers. The development charges shall be mutually agreed and based on the development day rate in the pricing schedule. As mentioned, we welcome innovation that will reduce classroom time and make training more interactive for our staff, so where applicable we have also requested Suppliers to provide an e-learning development rate, which should indicate how much the Supplier would charge for the development of 1 hours' worth of EA branded e-Learning that contains quizzes, interactivity and scenarios. Also where applicable we have requested Suppliers to provide their video development rate which will indicate how much they would charge for the development and production of a 5 minute training video for us.

A large part of our role is about responding to incidents and in particular flood related incidents. On occasion we may require 'bulk' training to take place at short notice in a short period of time. Training of this type is not expected to be the norm and often follows a government review of how we manage incidents. If called upon to deliver this training you may need to work with some of our other Suppliers and wider teams in the EA under incident management protocols.

8. Handling of Data – Data Protection and Information Assurance

We may require you to hold information and data about our delegates such as driving licence details and date of birth. It is important we understand how your organisation complies with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, and how the data you are processing complies.

Questions are included in the tender documentation and your response should demonstrate that you have a full understanding of your role under GDPR how you train staff, your policy and processing and keeping personal data safe and secure.

From a technical perspective we need confidence in your systems and data access protocols. We will assess:

- Who has access to this data and how it is managed
- When driving licence numbers are provided, what this information used for. (E.g. will DVLA/ Licence Bureau/ police etc. be consulted?);
- Where/ how this data will be stored/ accessed
- What security measures (physical/ logical/ technical) are in place to protect this information?
- How the data will be securely transmitted from/ to any storage locations.
- Who has responsibility for the management of this information?

- Once the data has been used, what retention management arrangements are in place?
- What are your security policies/ plans relating to customer information?
- Do you hold any certifications/ accreditations relating to the DPA/GDPR etc., or, for example ISO27001? Or go through Supplier audits.



Appendix 2 – Pricing Schedule

ALL COSTS ARE EXCLUSIVE OF VAT

Lot 1: Maintenance Training				
Supplier	Technical (50%)	Commercial (50%)	Price	Ranking
Kielder Newport West Ltd			£174,801	

The following limits will be applicable to all claims for travel and subsistence under this contract:

- a. Travel by rail: standard class should be used at all times
- b. Travel by car: 45 pence/mile

Hotel bookings should be made through the Environment Agency's corporate travel contract. Details of this contract are available from the Corporate Contracting Team.

When making reservations you should state that you are a contractor working on Environment Agency business.

Hotel charges must not exceed a maximum limit per night bed and breakfast (VAT included) of: £140 in London; £100 in Bristol; £90 in Warrington; £85 in Reading; £75 in Aberdeen, Birmingham, Belfast, Cardiff, Coventry, Edinburgh, Glasgow, Harlow, Leeds, Manchester, Middlesbrough, Newcastle, Oxford, Portsmouth, Sheffield and York; and £70 in all other destinations. Please note that these hotel ceiling rates are subject to change throughout the life of the contract.

Expenditure on dinner during an overnight stay must not exceed a maximum limit of £25, including a drink.

Receipts for all rail travel, hotel and food expenses will be required as proof of expenditure and will be reimbursed at cost. No profit or additional cost shall be applied by the contractor to such personal expenses.

Appendix 3 – Prior Rights Schedule

Details of Prior Rights held by the Parties (To be updated as Rights are introduced during the period of the Contract)

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 Contract

Held by the Environment Agency

Name and description of Prior Rights	Extent of proposed use in the Project	Proprietary owner of the Prior Rights
LOT 1: Long Reach Excavator (Safety Awareness) training material	Development and training delivery	Environment Agency
LOT 1: Vehicle Marshalling training material	Development and training delivery	Environment Agency
LOT 1: Height Limiter training material	Development and training delivery	Environment Agency

Held by the Supplier

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