Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for Assessing the Economic Impacts of a Potential Ban on Expanded Polystyrene Food and Beverage

Contract Reference itt_5714

July 2019

Contents

1. Interpretation

1.1 In these terms and conditions:

Term	Description
"Agreement"	means the contract between (i) the Customer acting as part of the Crown and (ii) the Contractor constituted by the Contractor's acceptance of the Award Letter via Bravo;
"Award Letter"	means the letter from the Customer to the Contractor printed above these terms and conditions;
"Bravo"	means the Customer's electronic contract management system
"Central Government Body"	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: Government Department; Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); Non-Ministerial Department; or Executive Agency;
"Charges"	means the charges for the Services as specified in the Award Letter;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contractor"	means the person named as Contractor in the Award Letter;
"Controller"	has the meaning given in the GDPR;

"Customer"	means the person identified in the letterhead of the Award Letter;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Officer"	has the meaning given in the GDPR;
"Data Subject"	has the meaning given in the GDPR;
"Data Subject Request"	means 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;
"DPA 2018"	means the Data Protection Act 2018;
"Expiry Date"	means the date for expiry of the Agreement as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000;
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"Information"	has the meaning given under section 84 of the FOIA;
["Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of processing.]

“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, 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 of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“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 Contractor to the Customer under the Agreement;

"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of the Contractor's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Customer's procedures for the vetting of personnel as provided to the Contractor from time to time;
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
"Term"	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with Clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;

1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

2. Basis of Agreement

2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.

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

3. Supply of Services

3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 In supplying the Services, the Contractor shall:

3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;

3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;

3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;

3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

3.2.5 comply with all applicable laws; and

3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5. Charges, Payment and Recovery of Sums Due

5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.

5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.

5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.

5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:

5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and

5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.

5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

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

6. Premises and equipment

6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Contractor or the Staff shall be at the Contractor’s risk.

6.2 If the Contractor supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer’s premises, remove the Contractor’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Contractor or any Staff, other than fair wear and tear.

6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:

7.1.1 refuse admission to the relevant person(s) to the Customer's premises;

7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or

7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Contractor shall comply with any such notice.

7.2 The Contractor shall:

7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;

7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.

7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

9.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.

9.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Contractor. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Contractor by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).

9.3 The Contractor hereby grants the Customer:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and

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

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

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

10. Governance and Records

10.1. The Contractor shall:

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

10.1.2. submit progress reports to the Customer at the times and in the format specified by the Customer.

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

11. Confidentiality, Transparency and Publicity

11.1. Subject to clause 11.2, each Party shall:

11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

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

11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;

11.2.2. to its auditors or for the purposes of regulatory requirements;

11.2.3. on a confidential basis, to its professional advisers;

11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and

11.2.6. where the receiving Party is the Customer:

a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;

c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

d) in accordance with clause 12.

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

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

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

12. Freedom of Information

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

12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;

12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;

12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.

12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

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

13. Protection of Personal Data and Security of Data

13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.

13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

a. a systematic description of the envisaged processing operations and the purpose of the processing;

b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;

c. an assessment of the risks to the rights and freedoms of Data Subjects; and

d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

13.4. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:

    i. nature of the data to be protected;

    ii. harm that might result from a Data Loss Event;

    iii. state of technological development; and

    iv. cost of implementing any measures;

c. ensure that :

    i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);

    ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

        1. are aware of and comply with the Contractor's duties under this clause;

2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;

ii. the Data Subject has enforceable rights and effective legal remedies;

iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

13.5. Subject to clause 13.6 the Contractor shall notify the Customer immediately if, in relation to any Personal Data processed in connection with its obligations under this Agreement, it:

a. receives a Data Subject Request (or purported Data Subject 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;

e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

f. becomes aware of a Data Loss Event.

13.6. The Contractor’s obligation to notify under clause 13.5 shall include the provision of further information to the Customer in phases, as details become available.

13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

a. the Customer with full details and copies of the complaint, communication or request;

b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

d. assistance as requested by the Customer following any Data Loss Event;

e. assistance as requested by the Customer with respect to any request from the Information Commissioner’s Office, or any consultation by the Customer with the Information Commissioner's Office.

13.8. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 13. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

a. the Customer determines that the processing is not occasional;

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

c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

13.9. The Contractor shall allow for audits of its Personal Data processing activity by the Customer or the Customer’s designated auditor.

13.10. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

13.11. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

a. notify the Customer in writing of the intended Sub-processor and processing;

b. obtain the written consent of the Customer;

c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and

d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.

13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.

13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.

13.17. [Where the Parties include two or more Joint Controllers as identified in Schedule 1, in accordance with GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of Clauses 13.1 to 13.14 for the Personal Data in respect of which they are Joint Controllers.]

14. Liability

14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Contractor; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:

a) loss of profits;

b) loss of business;

c) loss of revenue;

d) loss of or damage to goodwill;

e) loss of savings (whether anticipated or otherwise); and/or

f) any indirect, special or consequential loss or damage.

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

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

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

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

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

15. Force Majeure

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

16. Termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Compliance

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

17.2 The Contractor shall:

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

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

17.3 The Contractor shall:

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

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

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

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

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

18.1 The 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 Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

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

18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

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

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

19. Dispute Resolution

19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “Mediator”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.

21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22. Governing Law and Jurisdiction

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

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, 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 Customer at its absolute discretion.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]	[redacted]

Specification of Services

The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. The Authority's priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information on the Authority can be found at: Defra.

Specification of Requirements

This section sets out the Authorities requirements.

Background

Expanded polystyrene may have significant negative impacts on the general environment when it is discarded after use. The Government wishes to assess what the economic, environmental and social impacts would be of a possible ban of the items below, in England, weighing up these impacts against the resultant environmental benefits;

1. Food containers made of expanded polystyrene, i.e. receptacles such as boxes, with or without a cover, used to contain food which:

a) is intended for immediate consumption, either on-the-spot or take-away;

b) is typically consumed from the receptacle;

c) is ready to be consumed without any further preparation, such as cooking, boiling or heating, including food containers used for fast food or other meals ready for immediate consumption, except beverage containers, plates and packets and wrappers containing food;

2. Beverage containers (a container intended for the purpose of holding and/or transporting a beverage, either hot or cold), made of expanded polystyrene, including their caps and lids;

3. Cups for beverages made of expanded polystyrene, including their covers and lids.

Requirement, Approach & Methodology

Objective

To assess the economic impact of a potential ban on expanded polystyrene products, as detailed above. This should include the impact on businesses, as well as the domestic manufacturers of polystyrene and businesses that either use or sell them. Imported polystyrene should also be included in the assesment. The assessment should also consider impacts on society, including cost and suitability of alternatives and whether the use of alternatives will change consumer behaviour, including disposal habits and environmental amenity benefits of a potential ban.

Product specification and life cycle environmental impacts of each product and their likely alternatives should be considered. Implications for policy should also to be identified.

Approach and Methodology

The research needs to look at the evidence and identify key evidence gaps. It is anticipated that much, possibly all, of the assessment would be desk based. However, researchers should consider whether they need to go out to get views, e.g. via interviewing key players and other stakeholders.

Required Research Output

The report should include an executive summary, conclusions, discussion and policy recommendations with supporting rationale.

Spreadsheets and supporting documents should make it clear what assumptions have been used for any numerical analysis and the sensitivity of results to any assumptions.

Deliverables and Timetable

Inception Meeting	Inception meeting with the project steering group and supplier. Following the meeting, brief notes of the inception meeting should be submitted to Defra.	w/c 12th August 2019
Progress updates	Fortnightly teleconference/phone call to update the Defra Project Officer on progress, with steering group participation if required technically. E-mail update on progress to be provided to the Defra Project Officer 24 hours before each fortnightly teleconference/phone call.	weekly or as issues arise
Deliverable 1 *Draft Report*	A draft report including analysis of data and other evidence gathered during the project.	By w/c 16th September 2019
Deliverable 2 *Final Report*	A final report including analysis of data and other evidence gathered during the project.	By w/c 30th September 2019 or within 1 week of receiving Defra comments whichever is later

Financial Arrangement: The Supplier will be paid following satisfactory completion of deliverable 2.

Resource Futures Responses

E01_Resource Futures - Understanding of the specification of requirements

Resource Futures (RF) is delighted to submit this proposal to Defra, to undertake an Assessment of the Economic Impacts of a Potential Ban on Expanded Polystyrene Food and Beverage Containers.

1.1 Policy and research context

Single use plastics such as expanded polystyrene food and beverage containers, can have significant negative impacts on both the terrestrial and marine environment if they are littered or discarded incorrectly. Consumers are not encouraged or incentivised to dispose of these items properly or to limit their use and the market failing to deliver an efficient outcome.

The Government's 25 year Plan and the EU Commission's Plastic Strategy is determining a strategic direction for plastics in the UK. The 25 year plan has a target of working towards eliminating avoidable plastic waste by end of 2042 and significantly reducing and where possible preventing all kinds of marine plastic pollution – material that came originally from land.

Consumer interest in the environmental impacts associated with single use packaging has been spurred on by media coverage such as Blue Planet II and the Daily Mail's Break the Habit campaign. Research by YouGov Omnibus has found overwhelming public support for banning most single use plastic items. Measures such as plastic bag charges were introduced for single use supermarket carrier bags in Wales, Scotland and England and for the year 2016-17 it has been estimated that 83% fewer carrier bags were issued in England[1] compared with 2014. Bans for microplastics beads in cosmetics have recently come into force and more bans for single-use products are being considered across the UK. Most notably, the UK Government announced its intention to ban the sale of plastic straws, drink stirrers and plastic-stemmed cotton buds in England in April 2020 after formal consultation, for which Resource Futures conducted the preliminary research and analysis of consultation responses for Defra in support of the ban.

The Resources and Waste strategy for England commits the government to ban more plastic products where there is a clear case for it and alternatives exist. Resource futures recently completed preliminary impact assessment research for Defra on bans for plastic cutlery, plastic plates and plastic balloon sticks.

The Single-Use Plastics Directive (COM(2018) 340 final) proposed a mix of voluntary and legislative measures, market restrictions (such as bans) for products including expanded polystyrene cups and food containers by 2021. This was recently agreed by the European Parliament.

Food trays and beverage containers are commonly used, highly visible, iconic items. They are frequently discarded and littered terrestrially. Keep Britain Tidy found that fast-food wrappers, for example, were the most littered item in half of the UK's towns and cities[2], so are associated with litter disamenity and disposal costs. Moreover, they are fragile in their physical nature. Some, such as takeaway containers are consumed on beaches. Polystyrene/plastic pieces the most frequent category in the Marine Conservation Society's annual beach litter count and feature in top 10 all beach litter counts. A route exists for transfer (surface run off and through sewage systems) from terrestrial litter to the marine environment.

Some jurisdictions are already developing bans for polystyrene food service products. For example, Maryland, USA has just developed a bill to prohibit the sale of expanded polystyrene food service products. The ban will take effect in July 2020. Due to full net costs recovery, extended producer responsibility reforms are likely to impacts how street cleansing costs are financed. The Scotland Government has committed to a Deposit

[1] Single-use plastic carrier bags charge: data in England for 2016 to 2017. https://www.gov.uk/government/publications/carrier-bag-charge-summary-of-data-in-england/single-use-plastic-carrier-bags-charge-data-in-england-for-2016-to-2017

[2] https://www keepbritaintidy.org/news/survey-reveals-litter-

Return Scheme (DRS) and Defra is presently consulting on whether disposable cups are included under an Extended Producer Responsibility scheme or DRS.

1.2 Research requirement

Defra requires desk-based research to assess the economic, environmental and social impacts of introducing a potential ban in England, weighing these up against the resultant environmental benefits. The impact on business, covering both the domestic manufacturers of on expanded polystyrene food containers, beverage containers and cups and the businesses that either use, sell or import them must be considered. Impacts on society, including cost of substitutes (like rigid polypropylene and natural fibre-based items) must be included, as well as environmental benefits such as amenity impacts and societal (litter disamenity and social disutility) effects, product health and safety risks. The life cycle environmental impacts of each product and their likely impacts needs to be considered.

An evidence review, and high-level indicative assessment is required, including engagement of key stakeholders in the research and identification of evidence gaps.

The research will be structured to inform the Government over policy implications for a next stage decision by providing an indicative qualitative and quantitative view of the potential impacts. It is not known whether this work will precede a consultation and a full cost-benefit regulatory impact assessment.

1.3 Relevant resources for delivery

[redacted] We are part of the B Corp movement and take an ethical approach to business to make a positive difference in the world. The company is ISO 9001 and ISO 14001 certificated and is carbon neutral.

Resource Futures core areas of competency are;

- Analysing the recycled materials market using primary data and industry intelligence, focusing on materials availability and quality for re-entry to the supply chain;
- Providing services to increase the uptake of re-use and recycling;
- Circular economy business support and analytical services (costs modelling and carbon footprinting) to private companies and public and third sector organisations;
- Advising on the use of recycled materials, including material sources and values, and assess the life cycle of products; and,
- Developing and delivering innovative consumer, market research, community engagement and education services to change consumer behaviour.

Resource Futures' business is arranged into evidence, insight and engagement work areas recognising the interplay between these three components in the work we do. [redacted]

[redacted] We have our own internal online and physical library of publications and use a range of literature search facilities to identify relevant evidence.

E02_Resource Futures - Methodology

Resource Futures (RF) is delighted to submit this proposal to Defra to undertake an assessment of the economic impacts of a potential ban on expanded polystyrene food and beverage containers. We understand this is preliminary research, prior to a government regulatory impact assessment. Our proposed research methodology is as follows:

1.4 Task 1: Inception meeting

It is envisaged this will cover:

- Any further context for the research Defra can provide, its objectives, desired outcomes, timescales
- Confirmation of the proposed approach, methodology and project plan
- Key data and information sources, the stakeholder engagement strategy (initial and further contacts)
- The product and geographic scope of the ban being considered – in the research we propose to define and compare 'market typical' indicator products and alternative non EPS products for several food and beverage container product categories. For example – EPS clamshell box vs fibre alternative food service container, EPS polystyrene coffee cup vs Kraft ripple paper cup etc. The research will assess the market and note other minority market alternatives (PET, PS, Bagasse etc). We will do this based on our research and with the assistance of stakeholders. We will discuss our choices with Defra the how reusables are considered within the research.
- Any feedback from Defra on our existing ban impact model and enhancing its scope/suitability for this assessment. In particular, whether the research should closely follow the form of a regulatory impact assessment, to the format of the government impact assessment template and calculator.
- The required structure and content of the final summary report – contrasting with the previous similar single-use plastic bans research reports, so the final report is impactful.
- Project risks, tolerances, lines of communications, milestones, administration and reporting. E.g. we are conscious this research falls during a holiday period. We will initiate discussions with initial contacts in August.

A short meeting note will be produced by Resource Futures covering the main discussion points and actions.

1.5 Task 2: Initial information gathering

We will consider differences for the product categories at each stage of the life cycle for the 'market typical' products and their alternatives (i.e. at materials/manufacturing, use phase and end of life stages in terms of main material and weight). Where robust research exists, we will use it in the analysis to provide a high level quantification of the different in life cycle carbon impacts. We will cite life cycle research known to us and will conduct indicative modelling/monetise 'carbon' impacts and record risks raised by stakeholders concerning unexpected consequences.

There is no specific guidance for early-stage (feasibility) ex-ante policy analysis. Our proposed research will comprise information gathering/engagement (qualitative analysis) and indicative modelling (quantitative modelling).

We will also provide a discussion section on the report which consider indirect impacts/effects of a ban, e.g. blowing agent used, use of bioplastics, light weighting benefits and will cite research on the life cycle impacts of reusable systems (though not quantify impacts since typical reuse behaviours are not known and modelling is complex), noting any research gaps of interest. Task 2 will review information already available in the public domain focussing on:

- Review of public sales concerning the size and segmentation of the markets for each product and alternatives, sales by product and their production and use – representative of England (e.g. figures allocated by population). [redacted] Some data portals report primary expanded polystyrene and packaging groups. However, our expectation is that the main sources of data will be from existing literature (e.g. from research[3] and the impact assessment accompanying the new directive), 'triangulated' using the structured discussions we have with key contacts in companies/trade associations/retailers. In some cases, we will make 'bottom-up' spreadsheet estimates and reality check/normalise consumption behaviours/number of businesses/servings etc. – with stakeholders.
- A description of the supply chain and market – key manufacturers, retailers, importers and uses. We will examine UK statistics data by Standard Industrial Code and will gain insights from stakeholders.
- Existing retailer and manufacturer commitments e.g. public statements from foodservice businesses
- The treatment of each product at 'end of life' – review of household waste compositional analyses, including Resource Futures' research in Wales, terrestrial litter count studies, marine litter counts and recycling rates.
- Compilation of impact factors for the research – to enable calculation for Gross Value Added (GVA), the disamenity costs of littering, 'carbon' impacts of each material used and its impacts at end of life.
- Proxy impact assessment work of relevance – for the new single-use plastics directive and the upcoming Defra consultation on bans for straws, stirrers and cotton buds.

The initial information gathering task will be guided by both the content requirements for the final report and by the existing impact model. The task will comprise both on-line research and relevant initial evidence review as well as initial discussions with key contacts, leading to further evidence review and interviews/contacts with key players such as UK retailers and manufacturers in Task 4 (see information needs and contacts listed in Table 1, twelve contacts estimated).

1.6 Task 3: Enhance/Develop model

The quantitative economic impact modelling will be provided in the form of a product demand model, projecting forward sales for a counterfactual scenario over a ten year period and comparing this with the policy scenario for the market change with a typical alternative single-use product. We propose using/refining the ban impact model already developed for assessing the impacts associated with this ban assessment. The existing model was developed in conjunction with a Defra economist and can be summarised as follows.

The model monetises a range of economic, social and environment costs and benefits, structured by life cycle stage focusing on direct UK impacts (Figure 1). Data is documented within it using a traffic light scheme to indicate its veracity/robustness. The model and its analysis provides:

- Baseline impacts for the current year - representation of the current market and its impacts.
- A counterfactual 'no ban' scenario - projecting forward expected change in market share over the phase out period, including consideration of a signalling effect to the market resulting in a reduction in use.

[3] Eunomia (2017) Leverage Points for Reducing Single-use Plastics

- A measure-on ‘ban’ scenario. The ‘with policy’ arrangement (the ban) over a shorter implementation period (e.g. <5years) in which the main plastic products are phased out completely, with some possible exceptions for necessary unavoidable use.
- The model uses a ‘background database’ comprising economic and environment impact factors to estimate and monetise key costs and benefits of the ban, relative to the no ban scenario. Jobs and GVA, carbon impact of a bill of materials for each product, litter disamenity cost from research in the public domain, consumer spend). Each impact is monetised in accordance with HM Treasury Green Book Guidance. Further policy scenarios (e.g. formalised Industry agreement) could be modelled if these are identified in the research and required by Defra, subject to available budget. Impacts will be calculated in today’s prices, i.e. we propose to discount any monetary impacts estimated using the standard Treasury discount rate of 3.5%.
- High level potential implementation costs will be provided (regulatory and business implementation costs) where these are identified in the research.
- The impact on expanded polystyrene food containers, beverage containers and cups are also to be included. Enhancement may be necessary to the model which consider the effect on import levies for these products. An approach consistent with the Green Book will be proposed to Defra.

Where key assumptions are necessary to fill data gaps, these will be recorded in the model. From the previous model we have an indication of key sensitive data and will place effort in the research in this regard. A central estimate will be provided for a list of discrete costs and benefits. A project progress meeting by telephone is envisaged following the outcomes of Tasks 3 and 4 to advise Defra that the project is on track and to indicate initial model structure / findings to Defra’s Economist to ensure quality assurance. This will be diarised at inception meeting to ensure that key participants can be present.

1.7 Task 4: Further information gathering

Task 4 will ‘firm up’ the research, the scenarios and the evidence-base. Dialogue with key players via telephone interviews (Up to twelve interviews of 30 minutes in total have been costed for within our proposed budget) and interviews will be focussed on key sensitive data gaps and views on the counterfactual, specifically the likely speed and depth of the no ban scenario compared with any ban’s implementation. For example, views on the market effects (% change in market share, timeliness and any significant business costs) will be discussed as well. Table A1 provides a proposed contacts list.

A topic guide (informed by Tasks 2 and 3) will be devised for each interview. Resource Futures’ previous similar research with Defra and links with retailers and manufacturers (adviser/partner), campaign groups and trade associations puts us in an excellent position to achieve the necessary level and timeliness of engagement of key players within the short project timescales.

A spreadsheet will be used to record, summarise and extract information obtained from stakeholder discussions.

1.8 Task 5: Draft outputs

Following Task 4 an iteration of the model will be performed, comprising the new data and assumptions.

A draft report will be produced covering the project narrative, the qualitative findings of the project and the quantitative findings of the economic impact assessment presented as estimates tables. Rich analysis will be provided covering economic, social and environmental impacts. These will be considered and presented separately for each product, with conclusions drawn where the markets and findings for each are similar. The economic impact analysis findings will be presented in the report using ranges as recommended in the Green Book. Impacts and benefits of the bans will be estimated for each product net of the counterfactual.

Commentary will be provided regarding model uncertainties. Where data gaps and uncertainties are present, deterministic sensitivity analysis will be performed to understand their significance. For example, variables which are likely to be tested include unit price regarding the effect of the ban in terms of depth and speed of change, the effect on demand, disposal and demand assumptions, economies of scale on price, material choices, etc. Sensitivity analysis around the central estimate will be undertaken to understand the potential lower and upper range in values (see Figure 2). This will confirm whether the ban is likely to be beneficial over the counterfactual scenario, even when plausible uncertainties are accounted for. To ensure quality assurance, all our models and reports are quality checked by a peer or senior manager before the findings are reported to clients.

A draft report will be provided to Defra ahead of a telephone progress meeting to discuss the findings/final steps.

1.9 Task 6: Final outputs

Following receipt of a single set of comments from Defra by 23 September we will then prepare a final project report (of less than 50 pages of A4, excluding appendices) for 30 September 2019.

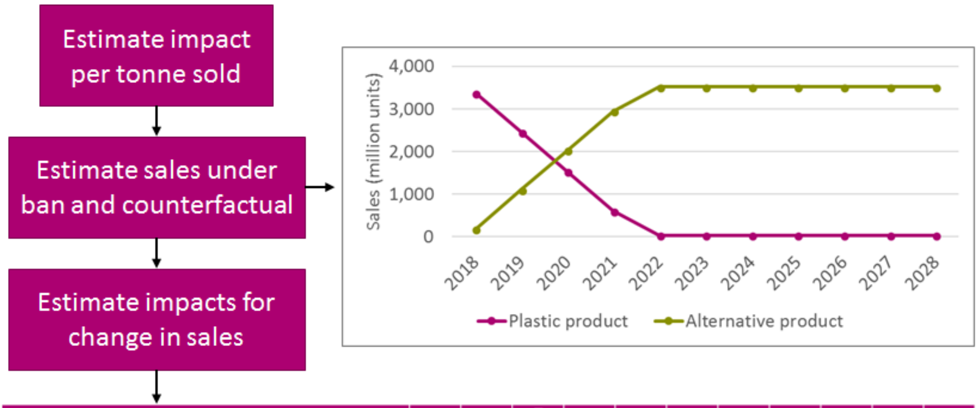
The report will cover key market data and the findings of the assessment. It will be structured to inform the Government's next stage decision by providing an indicative qualitative and quantitative view of potential impacts. The analysis and the comments received from stakeholders will serve to inform regarding the potential implications of a policy, ban or variant/alternative measures. The research is within limited timescales, ahead of any formal consultation and business and regulatory impact assessment. Any research gaps will be noted to aid any formal consultation. The report will be made suitable for publishing as an initial supporting research report (in Resource Futures brand). The report will be accompanied by the MS Excel spreadsheet model.

Appendix

Table 1. Key contacts

Information need	Potential source / stakeholder
Key contacts for initial information gathering	[redacted]
Possible stakeholders to interview (from)	[redacted]
Proposed nature of ban – possible discussions/correspondence	[redacted]

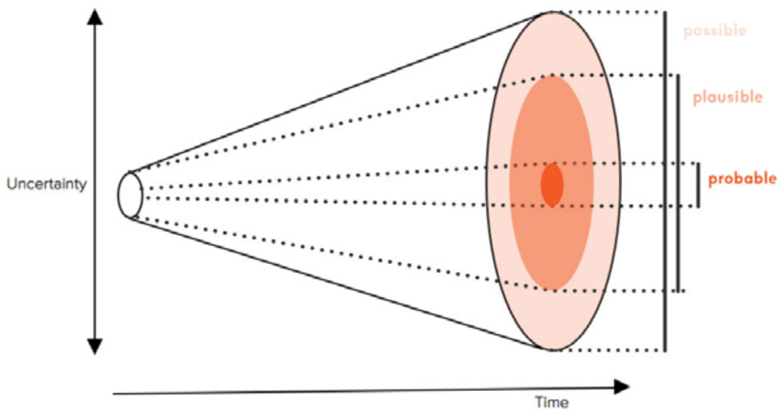
Figure 1. Outline structure of model



Model output	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Tonnes sold											
Monetised impacts (*discounted*)											
- Sales, GVA, disamenity, etc.											

Net present value, 2019-2028

Figure 2. Graphic indicating the 'cone of possibilities' for sensitivity analysis



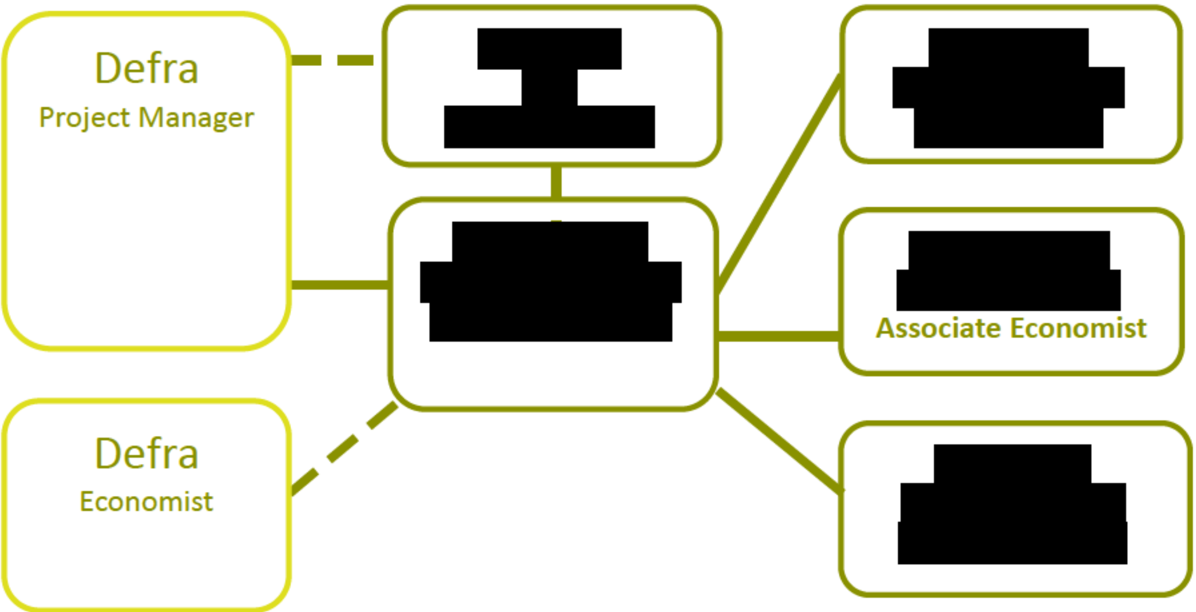
E03_ Project Planning, Management and Delivery

Working Arrangements and Communications

Resource Futures will provide effective and clear communications and working arrangements throughout the research. We are ISO9001 quality accredited in all our work. Under our Quality Management System all of RF's projects are allocated a dedicated project team and the agreed scope of work, milestones, risks register, roles and outcomes are confirmed with the client at project inception.

A Project Director is assigned to each project to manage risks during the project and to ensure the final quality of outputs from the research study. The project team and the proposed relationships with Defra for this research is summarised here.

Proposed project team structure - indicating proposed relationships with Defra and main lines of communication.



[redacted] The proposed research approach will require interviews with stakeholders in this market. Project tolerances, the stakeholder engagement strategy (including a form of text for describing the project to third parties) and a risks registers will be discussed and agreed with Defra's Project Manager at the inception meeting.

In terms of project liaison, Defra will be informed immediately by e-mail or by phone of any immediate significant issues. Project progress meetings have also been included in the project plan at key decisions points. These will serve to demonstrate the progress of the research against its objectives and used to review and manage the content and quality of draft deliverables. RFs Project Director will be engaged at key points to ensure they are informed of progress and the quality of the research.

As part of RF's quality management system electronic project files are backed up every day and kept confidential according to client requirements.

In terms of dissemination of the findings our proposal is to provide a RF branded technical research report as the main written deliverable. We appreciate this will be subject to Defra review process and would ensure the report meets the desired publishing standard. We also recognise that the findings may be disseminated earlier, and we will help with summarising the research for briefings and for ad hoc queries Defra Economists may have following the research. We also have a communications and marketing team who can assist Defra in disseminating the outcomes of the research as directed.

Project Plan

The following Gantt chart shows the key timelines and milestones for the project delivery, including a breakdown of staff working on the project and the number of days each member of staff is scheduled to work on each element of the project.

Risk Management and Mitigation

A list of research challenges is provided in Appendix 1 and a table of risks and their mitigation is provided in Appendix 2. This lists the main delivery risks and provides an indication of our thoughts on likelihood and mitigation, ranking each either high, medium or low.

Our ranking of risks is on the basis of the likelihood and frequency of the risk and the impact those factors have on the quality of project output. We will review this register at the inception meeting with Defra and if necessary, add to it following this meeting. The register will be used to as a prompt for discussion at the inception meeting and scheduled progress meetings during the project.

Fundamentally, the research is time constrained and is at a stage of policy development where it warrants compilation of existing evidence and discussions with stakeholders, rather than extensive public consultation or primary data collection.

Regards challenges and risks associated with the qualitative evidence gathering (from key stakeholders), gaining their engagement in August is the principal risk. Because we have undertaken similar research before for Defra including work and contacts in the food service sector, we are confident we can accomplish the level of engagement within the timescales required.

Regards challenges and risk associated with the quantitative impacts assessment requirement we have also undertaken work of a similar nature before. In particular defining a baseline market and market projections over a plan period, with certainty are the key challenges. Because our approach includes literature review, key stakeholder engagement and sensitivity analysis we are confident we can deliver this aspect of the requirement at the necessary strategic policy decision-making level. Our work will also highlight ant research gaps will be identified.

Appendix 1. Research challenges

The key issues/challenges that we have identified and intend to address in this research are:

- Compilation of data on the size and nature of the current market for each product – annual sales of disposable expanded polystyrene food containers, beverage containers and cups, allocated to England and the plastics proportion of the market.
- Mapping of the supply chain and the applications of each product and the proportion of these markets that are imports, representing English consumption.
- Identification of the 'typical' (i.e. majority) market products and typical material single-use and reusable alternatives, in order to undertake impact estimates – their weight and material composition.
- The scope of any ban and hence its potential impact on the market – the speed and depth of market change.
- Determination of a counterfactual – how fast food service agreements, packaging and enhanced extended producer responsibility measures may translate into market change, irrespective of a ban
- Determination of the scope of the economic impact assessment –and the types of impacts quantified in line with Treasury and government regulatory impact assessment guidance.
- Determination of non-market benefits and the environmental disamenity if the items become litter – where methods/factors are in the infancy
- Consideration of the relative 'functional' performance of products and their alternatives – if comparable or adequate, or whether consumers experience social disutility (heat/food insultation) affecting demand, or different materials of greater weight, or have an impact on carbon emissions.
- Consumer behaviours which may affect product overall sales - the effect a well-publicised ban, or the effect of price on elasticity of demand, or reuse behaviours for expanded polystyrene food containers, beverage containers and cups.
- Treatment of each product and the behaviours of customers using its alternative at an 'end of life' – how much product is collected; how much is littered and how this is managed.

Appendix 2. Initial risk assessment profile.

Perceived delivery risk	Likelihood	Severity	Proposed mitigation measures
Obtaining current market data for the sectors	Medium	Medium	Mix of evidence review and stakeholder engagement will be used. Following initial discussions with key contacts, UK trade associations and large manufacturers will be targeted via focussed interviews. Confidentiality will be respected. If necessary, transparent 'bottom up' estimates for numbers of product units will be provided and sense-checked based on expected usage.
Lack of stakeholder engagement due to short time scale and over the summer holidays	High	Medium	Initial key contacts from a range of organisations are known to the team and have been contacted in the previous bans assessment work for Defra. We believe these will unlock supply chain contact names for further relevant interviews. We will keep Defra informed of progress.
No formal guidance exists for undertaking economic impact assessments at early stage, or indeed for determining the market change for the counterfactuals and a ban	High	Low	We will apply documented Green Book methodologies, examine previous proxy methods (e.g. Straws bans), Discuss with Defra whether they want a formal style regulatory impact assessment, engage with key players in the project for views and use our skill and judgement!).
Quantitative modelling is complex, and approach has to be agreed	Medium	High	The existing bans model will be refined. This model has already been developed with comments from Defra's Economists so provides a rigorous approach. A significant issue is that the consequence of a ban is many types of plastics (PP primarily, PET, PS, PLA) and non-plastics (moulded fibre, bagasse) will be used. A compromise on the granularity of the modelling will be necessary. We intend to only model a typical representative alternative.
Data uncertainties will exist, and assumptions will be taken for quantitative analysis	High	Low	Deterministic sensitivity will be used to understand the significance of estimates, weaknesses and gaps. Defra recognises the research is high level, informing direction and highlighting significant knowledge or data gaps.
Short time scales at end of financial could restrict extent of consultation in Government	Medium	Low	Progress meeting are envisaged and will be scheduled to enable invitees. Project delivery dates will also be confirmed at inception.

E04_Resource Futures – Experience and experience

RF has assembled a small team for the research which includes an experienced project director and project manager, policy analysts and technical specialists. Each possesses in-depth knowledge and experience of waste and environmental policy, impacts modelling and policy appraisal. A synopsis of the experience of each of the project team and their allocated project role is provided below.

Short CVs for all project team members are included as an appendix to this section. These demonstrate each team member has senior level relevant and significant project experience from which the team has the prerequisite capabilities to successfully deliver the research. Most notably, the core members of the team have recently and successfully provided a similar piece of research for Defra on assessing the impacts of a potential ban for plastic drinking straws, cotton buds, drinks stirrers, foodservice plates and cutlery.

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Prices

1. The Authority will pay the Supplier no more than the fixed sum of

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2. Invoices will be submitted upon satisfactory completion of the milestones stated in the Supplier's Commercial Workbook.

3. The Supplier shall provide the Authority an invoice of the eligible costs properly incurred by the Contractor in carrying out the project.

4. Subject to any variation of the project, the amount in Paragraph 1 shall remain throughout the duration of the agreement.

5. Within 30 days of receiving an invoice satisfactory to the Authority, the Authority shall pay to the Supplier, the amount of the eligible costs which the Authority reasonably considers to have been properly incurred by the Supplier in carrying out the project during the relevant period.