

Our Ref:

Your Ref:

Date:

Dear xxxxx,

**Contract Ref:**

**Contract Title: Governance of Blending Funding**

You are invited to quote for the above in accordance with the enclosed documents.

Instructions on what information we require you to provide is in Section 4 of the following Request for Quotation document.

Your response should be returned to the following email address by enter time and date

melissa.swartz@environment-agency.gov.uk

Please confirm, by email, receipt of these documents and whether you intend to submit a quote.

If you have any queries, please do not hesitate to contact me.

Yours sincerely

Melissa Swartz

Catchment Funding Senior Advisor

E-mail: melissa.swartz@environment-agency.gov.uk

Telephone: 07924 124 039

**The Environment Agency**, Tyneside House, Skinnerburn Road, Newcastle-upon-Tyne, NE4 7AR

***Please delete this page before issuing the document to suppliers***

**Guidance**

This is the RFQ pack template to be sent out to suppliers. Please complete your Procurement Plan before proceeding at this stage.

All content in red is to be edited. Instructions in red need to be deleted before issuing. Please read through the guidance throughout this document carefully.

Below is a short summary of the sections and which ones will require your attention.

**Section 1**

Outlines the Environment Agency’s background and ethics. You do not need to complete any part of this section aside from the contract reference and title.

**Section 2**

Give a summary of your requirement. Outline the process that you will go through to award the contract from the point of view of what the potential suppliers need to know.

You also need to confirm the terms and conditions that will govern the contract, confirm the contact for queries and set out the key procurement and contract timescales.

**Section 3**

Insert the evaluation criteria and weightings that will be used to assess the suppliers’ bids. This section also advises suppliers what scoring methodology will be used.

**Section 4**

Requires you to tell suppliers what information you want them to return as part of their bids. Insert the specification for your requirement. This will be heavily informed by the plans and documents you have created outlining your requirements and deliverables.

**Section 5**

Insert the specification for your requirement. This will be heavily informed by the plans and documents you have created outlining your requirements and deliverables.

**Section 6**

Provide information on how the contract will be managed. You also need to advise how frequently you want to be invoiced under the contract.

**Section 7**

Sustainability considerations, no input is required

**Section 8**

Additional contract information for the prospective suppliers. No input is required.

**Appendix A**

Choose the pricing schedule you will use to capture the suppliers’ costs. Some examples are included in Appendix A. However, you can also create an alternative price schedule if none of the examples suit your requirement. Once the RFQ has been issued, the supplier will set out their costs in the pricing schedule and will return with their bid.

**Appendix B**

You must complete the “Held by Environment Agency” table if you will be giving the awarded suppliers access to our information or data. The Prior Rights Schedule also needs to be completed by suppliers if they are going to give us access to their intellectual property over the lifetime of the contract.

**Appendix C**

The supplier’s acceptance of the terms and conditions – to be signed and completed by the supplier.

**Request for Quotation**

**Ref: xxxxxxxxxx**

**Title: Governance of Blended Funding**

**Section 1**

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our Website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

* Flood and Coastal Risk Management (design, construction and maintenance)
* ICT and Telecommunications
* Vehicles and Plant
* Environmental Consultancy and Monitoring
* Temporary Staff and Contractors
* Facilities Management, Energy and Utilities
* Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, taking into account the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our procurement strategy may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/environment-agency/about/procurement#procurement-strategy>

**Government changes and collaboration**

Since 1 April 2013, the Environment Agency is no longer responsible for delivering the environmental priorities of Wales. This is now the remit of Natural Resources Wales (NRW).Further information can be found here:

<http://naturalresources.wales/splash?orig=/>

By bidding for this requirement, you may also be approached by other members of the Defra network, NRW or other government departments that are specifically named in the tender document.

**Further information**

For further information and to see our commitments to Diversity and Equality, please visit our website.

<https://www.gov.uk/government/organisations/environment-agency/about/procurement>

https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity

Also, are you up to date on environmental legislation? See links below for further information.

Waste and Environmental Impact - <https://www.gov.uk/browse/business/waste-environment>

Environmental Regulations - <https://www.gov.uk/browse/business/waste-environment/environmental-regulations>’

**Section 2**

**The Customer**

**Summary**

The Catchment Funding Team is part of the Future Funding Directorate within the Environment Agency. We develop and deliver innovative funding solutions that will enable us to influence policy to more effectively address our environmental challenges; we seek to embed these new ways of working throughout the EA.

We are participating in a joint Shared Outcomes Fund project, called Nature-based Solutions (NbS) for Climate Change at the Landscape Scale. This project led by Natural England, Environment Agency, RBG Kew and the Forestry Commission will develop effective ways to integrate these NbS with other land management objectives, working closely with local partners and stakeholders in new pilot study areas.  Research and monitoring to understand the potential of these habitats will be integral to the project, including innovative studies at Wakehurst, Kew’s wild botanic garden, on the role of biodiversity in sequestering carbon. New ‘blended’ funding models for habitat restoration, to allow public and private finance to support common aims and deliver effective outcomes will be developed and the economic and social impact of the actions will be assessed.  The project will test the efficacy of different nature-based solutions for nature and climate recovery and provide a pathway to large-scale implementation. It will lead to new approaches, resources, and tools to support effective targeting of nature-based solutions in diverse landscapes and complementing other work to inform the design of future policies and funding schemes.

Our particular interest is the governance arrangements used and required by stakeholders and partners to allow equitable decisions to be made in terms of where NbS are implemented, and how these can enable blended funding between various public funding streams and private investment.

## Contract Length

It is anticipated that this contract will be awarded to one supplier for a period of four months to end no later than 31/05/2022. Prices will remain fixed for the duration of the contract award period. We may at our sole discretion extend this contract to include related or further work. Any extension shall be agreed in advance of any work commencing and may be subject to further competition. Any amendment to contract prices for the extensions are to be by negotiation.

The Environment Agency Conditions of Contract for Research (Appendix C) shall apply to this contract.

**Please ensure you attach a copy of the terms and conditions to the appendices before issuing this RFQ.**

This contract shall be managed on behalf of the Agency by **Melissa Swartz,** [**melissa.swartz@environment-agency.gov.uk**](mailto:melissa.swartz@environment-agency.gov.uk)**; 07924 124 039.**

## Contact Details and Timeline

Melissa Swartz will be your contact for any questions linked to the content of the quote pack or the process. Please submit any questions by email and note that both the question and the response will be circulated to all tenderers.

**Melissa Swartz,** [**melissa.swartz@environment-agency.gov.uk**](mailto:melissa.swartz@environment-agency.gov.uk)

Key elements of the process have been reviewed. Anticipated dates for planned activities are below:

|  |  |
| --- | --- |
| **Activity** | **Due Date** |
| Supplier responses for Request for Quote | 11 March 2022 |
| Evaluation of Request for Quote submissions | 18 March 2022 |
| Award of contract | 21 March 2022 |
| Project/Contract end date | 31 May 2022 |

It should be noted that these timescales and activities may be subject to change.

**Section 3**

## Evaluation Criteria

We will award this contract in line with the most economically advantageous tender (MEAT) as set out in the following award criteria:

* Price – 60%
* Quality – 40%

The following quality criteria are weighted by % in accordance with the importance and relevance attached to each one:

* Your key **personnel** who will be directly involved with this contract (20%)
* Your proposed **methodology** (50%)
* Your recent **experience** of carrying out similar contracts (30%)

The criteria listed above will be assessed on a 0 to 10 basis and will reflect the following judgements:

|  |  |
| --- | --- |
| **Rating of Response**  **The tenderer provides a response which in the opinion of the evaluators is:** | **Score** |
| **Excellent:** Addresses all of the requirements and provides a response with relevant supporting information which does not contain any weaknesses, giving the Agency complete confidence that the requirements will be met. | 10 |
| **Very Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains very minor weaknesses, giving the Agency high confidence that the requirements will be met. | 8 |
| **Good:** Addresses all of the requirements and provides a response with relevant supporting information, which contains minor weaknesses, giving the Agency reasonable confidence that the requirements will be met. | 6 |
| **Satisfactory:** Substantially addresses the requirements and provides a response with relevant supporting information which may contain moderate weaknesses, but gives the Agency some confidence that the requirements will be met. | 4 |
| **Weak:** Partially addresses the requirements, or provides supporting information that is of limited relevance or contains significant weaknesses, and therefore gives the Agency low confidence that the requirements will be met. | 2 |
| **Nil:** No response or provides a response that gives the Agency no confidence that the requirements will be met. | 0 |

The quality criteria scoring threshold for tender evaluation is 4 and above, i.e. any bids that score less than 4 will not meet the quality standard required.

**Section 4**

**Information to be returned**

**Please note, the following information requested must be provided. Incomplete tender submissions may be discounted.**

Please complete and return the following information:

* completed Pricing Schedule (Appendix A);
* completed Prior Rights Schedule (Appendix B);
* confirmation that terms and conditions are accepted (Appendix C. Please note that the terms cannot be amended later);
* details of the personnel you are proposing to carry out the service, including CV’s of your key personnel;
* details of proposed methodology;
* detail your recent experience of carrying out similar contracts.

**Section 5**

**Specification**

# Background to the Requirement

The nature and climate emergencies mean that there is an ever-increasing need for coordinated sustainable land use to achieve the environmental objectives outlined in Defra’s 25 year environment plan. Our project, *Nature-based Solutions for Climate Change at the Landscape Scale*, seeks to develop effective ways to integrate these NbS with other land management objectives, working closely with local partners and stakeholders in new pilot study areas. Nature-based Solutions (NbS) are defined by the IUCN as “actions to protect, sustainably manage, and restore nature or modified ecosystems, that address societal challenges effectively and adaptively, simultaneously provided human well-being and biodiversity benefits.”

Our NbS for Climate Change project will fund the delivery of multiple pilot schemes, primarily focusing on habitat restoration, to allow monitoring of carbon sequestration measurement. Ideally, the habitat restoration will be sites to provide the best multiple-benefit use of the land. As part of this, we will work with delivery partners to develop and/or support collaborative engagement approaches for land use change, and to develop financial plans for revenue generation for maintenance and further restoration via innovative funding. Our ambition is to show how these pilots can maximise environmental outcomes through the blending of public and private finance.

Key to this work is understanding the governance models and potential legal structures or entities that partnerships might develop in order to facilitate community engagement, blended funding and attract private funding. We assume that most partnerships will operate as not-for-profit entities in the form of a society (registered under the Co-Operative and Community Benefit Societies Act 2014). We need to understand the various types of legal structures that exist, and the implications of these different structures in terms of how partnerships can use them to manage funding streams over time. For example, the Wyre Natural Flood Management project is using a Community Interest Company to allow the management of contractual relationships, and ensure retained profits generated by this company are reinvested into the Wyre Catchment and local communities.

We are also interested in how the governance structures put in place for past and on-going projects varies across the country, and their benefits or dis-benefits. We are particularly interested in understanding whether some governance structures for decision making around land-use change are suited to specific spatial scales, and how these structures are, or could interact with developing environmental markets.

We would also like to understand the role these corporate structures play in facilitating NbS actions, and how well they encourage communities to engage and be involved with local environmental issues.

# Specific Objectives/Deliverables

We require desk-based research to be carried out to summarise the key attributes of the various legal entities and/or corporate structures that are available to partnerships. This work should describe the features of the various legal structures and what that means for the ability to blend funding from a variety of sources i.e., access public funding, raising capital investment, partaking in ecosystems markets, ability to stack or bundle benefits.

The research should consider and discuss the implications of the different structures for managing public goods. Specifically:

* How do the structures share risk/liabilities and equity between sectors; what works for environmental public goods and what lessons can we learn from past failures.
* Are there examples of debt-based/repayment models working for environmental public goods? What are the opportunities and risks of debt-based models?
* What is the relationship between purpose and legal structure - what structures are used in common or community ownership models?

Numerous examples exist of how partnerships use various corporate structures both within England and internationally, such as Natural Course, Water Resources East (WRE) and WRE’s work with The Nature Conservancy on the Norfolk Water Fund, and some of the Test and Trials projects being run under Defra’s environmental land management scheme. We are also interested in understanding governance approaches used in other sectors (i.e., energy, digital) that could be transferrable to the environmental sector.

Research should be summarised in a report describing the different corporate structures generically and by referencing case studies. It should also include a summary of the learning from different corporate structures used across the case studies to understand what works well where, and at what scale, and whether membership across the public, private and third sector is an essential factor of success.

Project Deliverables:

* A report describing the different legal structures, and their pros and cons relating to their ability to blend funding in simple, non-technical language that is accessible for a range of local stakeholders.
* A review and summary of case studies, to include a breakdown of the legal structures, range of partners, and power structures between the different parties.
* Summaries of any interviews held with project managers involved with the case studies.
* Presentation materials summarising the main findings (for example, infographics and/or slide decks with pictures and diagrams).

### Timescales/Deadlines

The project should be delivered by 31 May 2022, and the tender submission should include a breakdown of any work that can be delivered by 31 March 2022.

### Skills of Personnel Required

* Excellent written and verbal communication skills, including the ability to analyse and synthesise information clearly and succinctly in a non-technical manner.
* Ability to work collaboratively and share knowledge.
* Ability to apply creative thinking and innovative approaches.

**Section 6**

**Contract Management**

This contract shall be managed on behalf of the Agency by **Melissa Swartz**.

The project should begin with a kick-off meeting to discuss and ensure clarity of the project brief. After that, the project will be managed by fortnightly update emails or phone calls to the project manager. A draft report will be submitted to the project manager and accompanied by a workshop or meeting to discuss the results. The final report will be submitted to incorporate comments and any outcomes from the workshop or meeting.

We will raise purchase orders to cover the cost of the services and will issue to the awarded supplier following contract award.

Given the short timescale for this project, we will expect two invoices, one half-way through the contract (1st week in March) and one at the end of March.

Before the invoice is issued, a fee note must be emailed in advance to the contract manager for approval. All invoices must quote the purchase order number in order to be processed. A file copy invoice must be provided to the contract manager, on request. The timescale for payment of invoices will be up to 30 days after we have received a valid invoice.

**Section 7**

**Sustainability Considerations**

We are committed to continually improving our sustainability performance. The Environment Agency has set itself tough objectives as a clear commitment and contribution to sustainable development throughout England. The Agency recognises that this can only be achieved through commitment from all sectors of society and it is intent on raising awareness amongst industry and commerce.

Contractors must adopt a sound proactive environmental approach, designed to minimise harm to the environment.

Environmental criteria should be considered as part of your tender submission with credit given for innovation. Factors to be considered could include areas such as:

* + - Paper use: All documents and reports prepared by consultants and contractors are produced wherever possible on recycled paper containing at least 100% post consumer waste and printed double sided.
    - Travel: use of public transport, reduce face to face meetings by using email and videoconferencing. Meetings to be held in locations to minimise travel and close to public transport links.
    - Packaging: should be kept to a minimum. Re-use and disposal issues must be considered.
    - Efficient Energy and Water Use.
    - Disposal of Waste: Whilst on site the contractor is responsible for the disposal of their own waste and can only use client facilities with express permission from the on site facilities officer.
    - Whilst on site, contractors should comply with the local environmental policy statement which will be made available to you in advance or on arrival.

**Diversity and Equal Opportunities**

We are committed to promoting equality and diversity in all we do and valuing the diversity of our workforce, customers and communities.  As a public body, we publish regular information about what our equality objectives are and how we’re meeting them.

<https://www.gov.uk/government/organisations/environment-agency/about/equality-and-diversity>

**Health and Safety**

Contractors will be responsible for making sure all required health and safety aspects including risk assessments are undertaken and required management measures are in place to protect worker exposure. This includes management of all partners, consortium members and subcontractors.

**IEM2020:**

## Sustainability Objectives

As the Environment Agency, our overarching aim is to protect and improve the environment for people and wildlife. Over the last 10 years we have achieved significant reductions in our environmental impacts that occur through our everyday operations. This included a 40% reduction in our carbon emissions and a 37% reduction in the number of miles we travel. This year we have launched our new Internal Environmental Management strategy to take us through to 2020, building on these successes and widening our ambition.

**Supply chain**

Our 2020 approach will have a very strong emphasis on the indirect impacts of our supply chain.

Our supply chain accounts for over 70% of our total environmental impacts.

Working with our supply chain we want to be world class in the area of environmental management. The environmental impacts of our work and that delivered by and through our supply chain must be reduced; environmental risks must be effectively managed and opportunities for enhancements investigated.

As an organisation, our environmental management system (EMS) is accredited to ISO14001 and EMAS standards. Our procurement activities form part of this system; driving environmental performance improvements across the value chain.

## Section 8

### Additional Information

### Copyright and confidentiality

Unless otherwise indicated, the copyright in all of the documentation belongs to the Environment Agency, and the documentation is to be returned to us with your tender. The contents of the documentation must be held in confidence by you and not disclosed to any third party other than is strictly necessary for the purposes of submitting your quote. You must also ensure that a similar obligation of confidentiality is placed upon any third party to whom you may need to disclose any of the documentation for the purposes of the tender.

### Accuracy of documentation

You should check all documentation; should any part be found to be missing or unclear you should immediately contact us at the address given in the covering letter. No liability will be accepted by the Environment Agency for any omission or errors in the documentation which could have been identified by you.

### Amendments to documentation

Prior to the date for return of tenders, we may clarify, amend or add to the documentation. A copy of each instruction will be issued to every Tenderer and shall form part of the documentation. No amendment shall be made to the documentation unless it is the subject of an instruction. The Tenderer shall promptly acknowledge receipt of such instructions.

### Alternative Offers

Alternative offers may be considered if they constitute a fully priced alternative and are submitted in addition to a quotation complying with the requirements of the Invitation to Quote Documents. If, for any reason you wish to submit an alternative offer without a fully compliant tender please contact us in accordance with the details in the covering letter.

## Continuity of personnel

The Contractor shall employ sufficient staff to ensure that the Services are provided at all times and in all respects to the Project Standard. It shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to ensure project delivery in the event of staff holidays, sickness or voluntary absence

The Environment Agency will be notified immediately of any changes to personnel associated with the project. The Contractor will ensure that every effort is made to replace outgoing staff with personnel of equal calibre and expertise. All new members of staff undertaking work for the Project will need to be agreed by the Environment Agency prior to commencement.

At all times, the Contractor shall only employ in the execution and superintendence of the Contract persons who are suitable and appropriately skilled and experienced.

## Intellectual property rights

All results, including material and tools produced, developed or paid for under this contract shall be the property of the Environment Agency.

## References

The Environment Agency may request recent and relevant references prior to the award of the project.

**Contract award**

This Request for Quote is issued in good faith but we reserve the right not to award any or all of this work.

### DATA PROTECTION ACT ADDENDUM TO SPECIFICATION

## Protection of personal data

In order to comply with the Data Protection Act 1998 the Contractor must agree to the following:

* You must only process the personal data in strict accordance with instructions from the Environment Agency.
* You must ensure that all the personal data that we disclose to you or you collect on our behalf under this agreement are kept confidential.
* You must take reasonable steps to ensure the reliability of employees who have access to personal data.
* Only employees who may be required to assist in meeting the obligations under this agreement may have access to the personal data.
* Any disclosure of personal data must be made in confidence and extend only so far as that which is specifically necessary for the purposes of this agreement.
* You must ensure that there are appropriate security measures in place to safeguard against any unauthorised access or unlawful processing or accidental loss, destruction or damage or disclosure of the personal data.
* On termination of this agreement, for whatever reason, the personal data must be returned to us promptly and safely, together with all copies in your possession or control.

# APPENDIX A - PRICING SCHEDULE

ALL COSTS QUOTED MUST BE EXCLUSIVE OF VAT

All costs must be quoted on this schedule. Any costs not detailed will not be paid.

**Please remove the pricing schedules you do not require.**

**Staff Costs**

Please detail the day rates of your proposed personnel in the table below.

(Please also advise how many hours you constitute a working day)

**Example 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Title/Grade** | **Day Rate** | **No of Days** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **Total** |  | £ |  |

**Example 2**

Please detail your task costs in the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Cost Proposal (To be completed by Supplier)** | | | |
| **Tasks** | **Hourly Rate** | **No of Hours** | **Cost** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Total Staff Costs | | |  |
| **Expenses (please detail type, i.e. travel etc)** | | |  |
| **Discounts applied (please detail)** | | |  |
| **Total Overall Cost** | | |  |

**Other costs**

Please state any other costs that will need to be taken into consideration.

|  |  |
| --- | --- |
| **DESCRIPTION** | **COST** £ |
| **1. Other costs (please detail)** |  |
| **2. Other costs (please detail)** |  |
| **3. Other costs (please detail)** |  |
| **TOTAL** |  |

**Discounts, rebates and reductions**

Please detail below any discounts, rebates and other reductions you are prepared to offer and the basis of those incentives

|  |  |
| --- | --- |
| **DESCRIPTION** | **AMOUNT**  £ |
|  |  |
|  |  |
|  |  |
| **TOTAL** |  |

**Total Overall Cost**

Please detail the total fixed cost for the project

|  |  |
| --- | --- |
| **ITEM** | **TOTAL AMOUNT**  £ |
| **Staff Costs** |  |
| **Other Costs** |  |
| **Discounts/reductions** |  |
| **TOTAL Overall Cost** |  |

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

1. Travel by rail: standard class should be used at all times
2. 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 B - 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** |
|  |  |  |
|  |  |  |
|  |  |  |

Held by the Contractor

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

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

**APPENDIX C – ACCEPTANCE OF TERMS AND CONDITIONS**

I/We accept in full the terms and conditions named in Section 2 and appended to this Request for Quote document.

**Please ensure you attach the terms and conditions before issuing to suppliers.**

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_