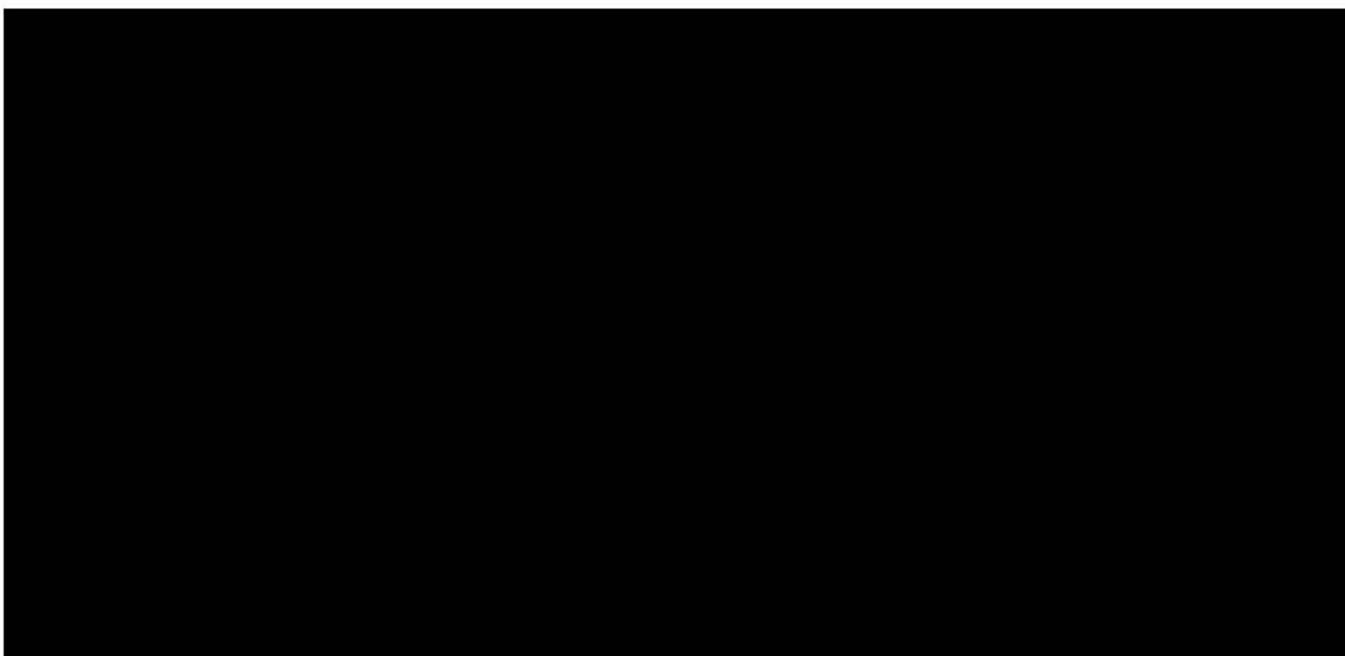


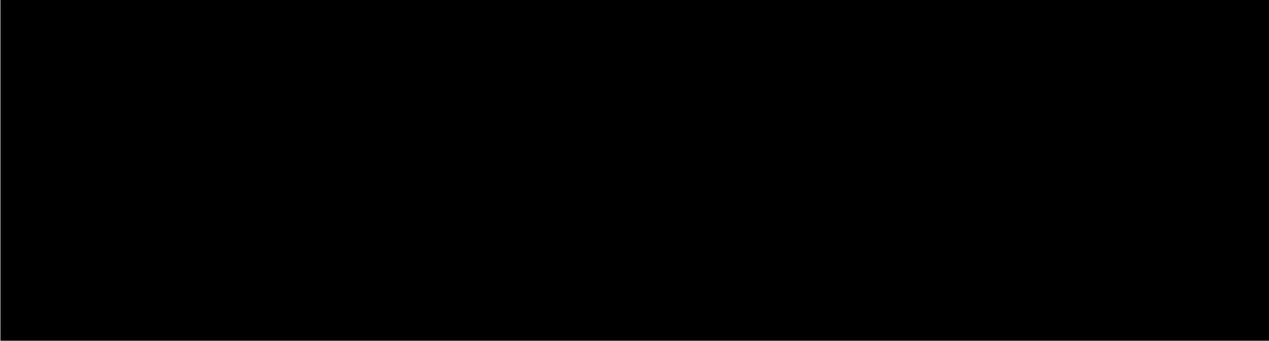
the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Authority and the Supplier agree as follows:

1. The Services shall be performed at Wood Group UK Limited, the Supplier's premises at Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8QZ, United Kingdom.
2. The charges for the Services shall be as set out in Annex 2.
3. The specification of the Services to be supplied is as set out in Annex 3 / the Supplier's tender dated 18 July 2022.
4. The Term shall commence on 03rd **August 2022** and the Expiry Date shall be **16th January 2023** unless extended or subject to early termination.
5. The address for notices of the Parties are:



6. The following person/s are Key Personnel for the purposes of the Agreement:



For the purposes of the Agreement the Staff Vetting Procedures/data security requirements/equality and diversity policy/ and environmental policy is (corporate information page)

<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/about>

The Authority may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

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

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to ssd.ap@defra.gsi.gov.uk (the Authority's preferred option); or SSCL AP, Defra, PO Box 790, Newport Gwent, NP10 8FZ between 09:00-17:00 Monday to Friday.

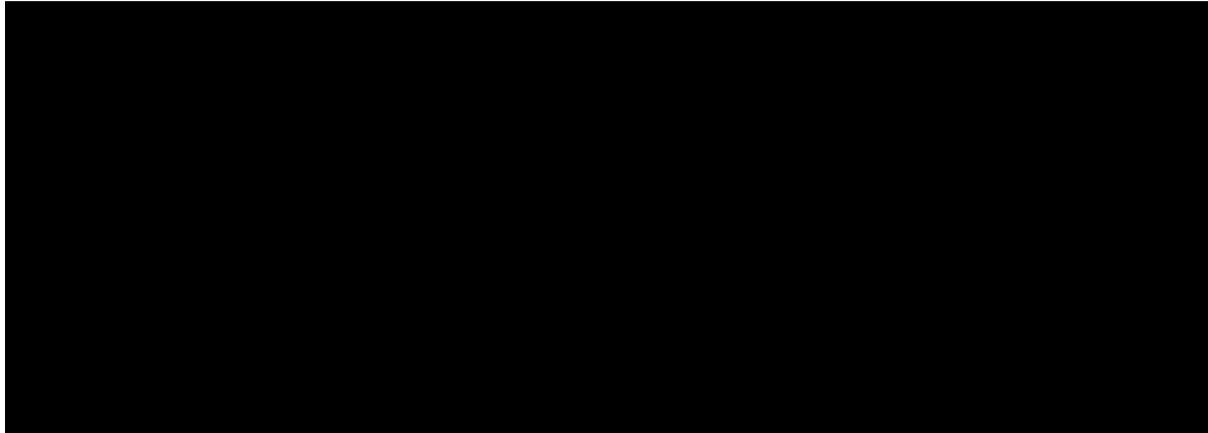
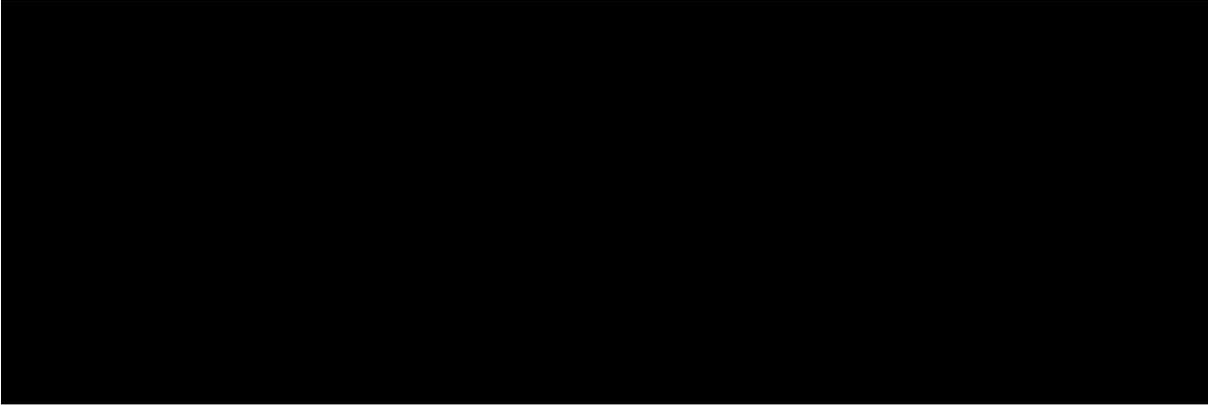
Liaison

For general liaison your contact will continue to be [REDACTED] [REDACTED] [REDACTED] [REDACTED] or, in their absence, [REDACTED] [REDACTED]. The Authority thanks you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of the International Institute for Environment and Development and within 7 days from date of contract issue.

Yours faithfully,

Execution of this award notification letter is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The Contract will be formed on the date on which both Parties communicate acceptance of its terms on the Authority's e-Sourcing System.

Signed for and on behalf of DEFRA



We accept the terms set out in this Award letter and the annexed Conditions
Signed for and on behalf of Wood Group UK Limited





Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form - Services

Research into the socioeconomic impacts of incinerating POPs contaminated soft furnishing waste

Ecm Number 65349

Annex 1
Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

- “Agreement” means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
- “Award Letter” means the letter from the Customer to the Supplier printed above these terms and conditions;
- “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:
- (a) Government Department;
 - (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
 - (c) Non-Ministerial Department; or
 - (d) 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;
- “Customer” means the person named as Customer in the Award Letter;
- “DPA” 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;
- “Information” has the meaning given under section 84 of the FOIA;
- “Key” means any persons specified as such in the Award Letter or otherwise

Personnel”	notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the 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 Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“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 Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier 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 Supplier 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 Supplier 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 Supplier'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 Supplier'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 Supplier at any time request a variation to the scope of the Services. In the event that the Supplier 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 Supplier.

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 Supplier 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 Supplier 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 Supplier 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 Supplier a sum equal to the VAT chargeable in respect of the Services.

5.3 The Supplier 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 Supplier, the Customer shall pay the Supplier 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 the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier 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.

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

5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:

5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and

5.8.2 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 5.8 of this Agreement.

5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, 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 Supplier under the Agreement (including any sum which the Supplier 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 Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier 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 Supplier 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 Supplier or the Staff shall be at the Supplier's risk.

6.2 If the Supplier 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 Supplier shall vacate the Customer's premises, remove the Supplier'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 Supplier 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 Supplier or any Staff, other than fair wear and tear.

6.3 If the Supplier 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 Supplier 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 Supplier's premises, the Supplier 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 Supplier 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 Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier 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 Supplier:

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

- 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier 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 Supplier shall comply with any such notice.

7.2 The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier 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 Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall

vest in the Supplier. 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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier or any Staff.

10 Governance and Records

10.1 The Supplier 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 Supplier 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 Supplier 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 Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier'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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier'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 Supplier 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 Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.

- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:

13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or

destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3 and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

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

14 Liability

14.1 The Supplier 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 Supplier 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 tortious 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 Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier 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 Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

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 Supplier 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 Supplier with immediate effect if the Supplier:

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 Supplier 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 Supplier (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 Supplier's assets or business, or if the Supplier 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 Supplier 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 Supplier 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 Supplier shall:

- 16.6.1 give all reasonable assistance to the Customer and any incoming supplier 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 Supplier 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 Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.

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

17.5 The Supplier 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 Supplier 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 Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (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 Supplier 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 Supplier 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 Supplier 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

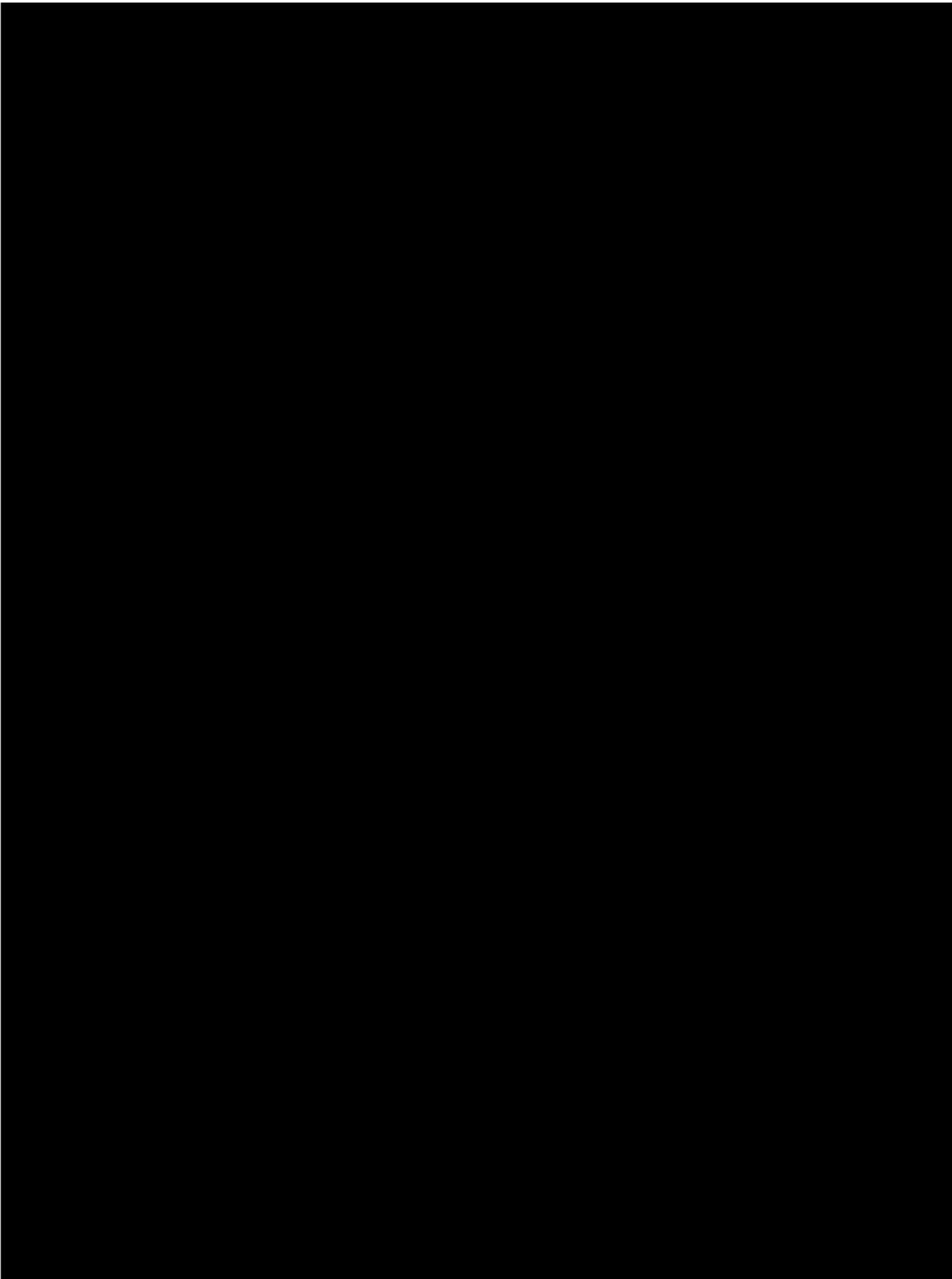
- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the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

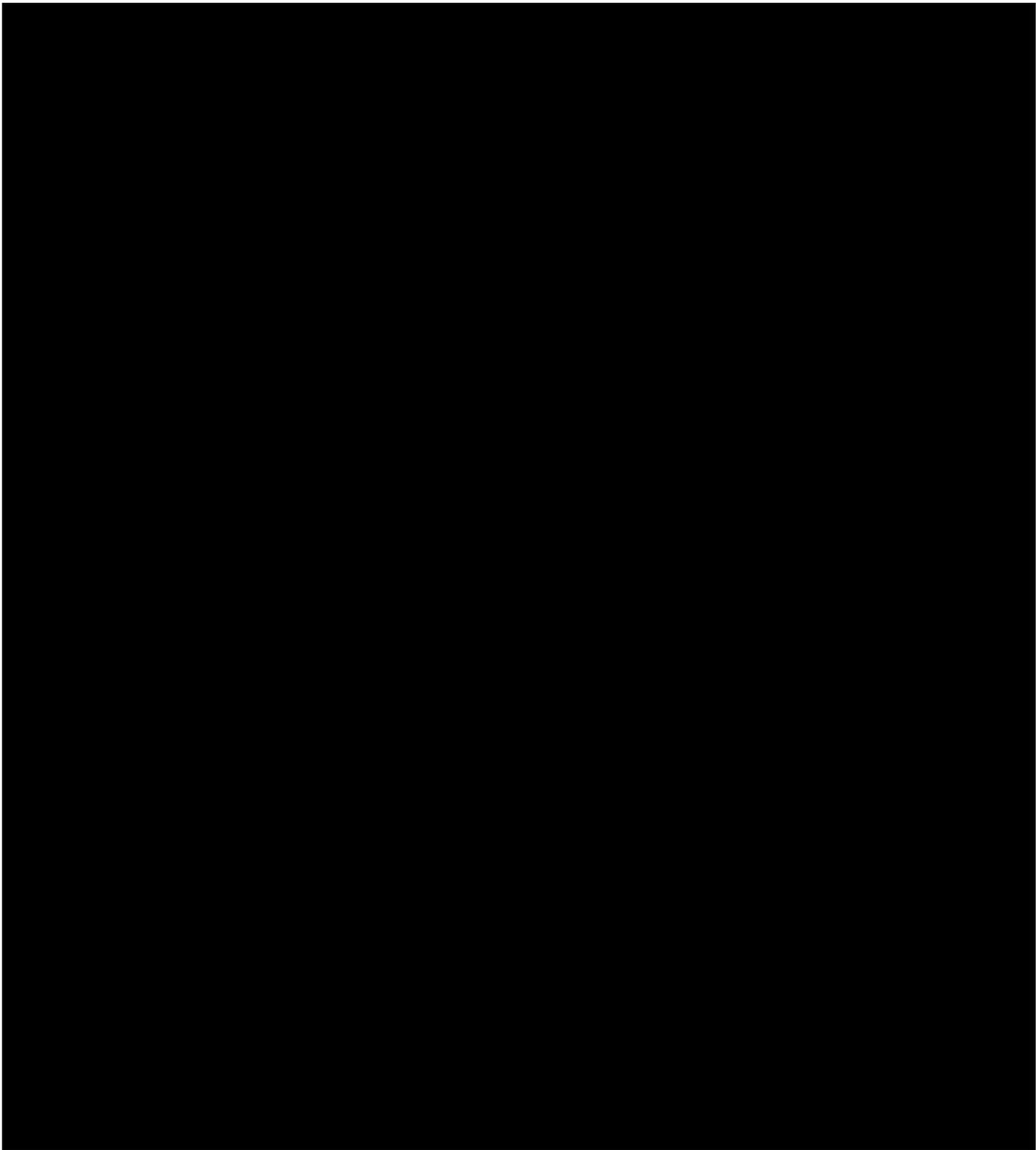
22 Governing Law and Jurisdiction

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.

Annex 2 - Charges

1. The Authority shall pay to the Contractor no more than the fixed sum identified in Table 1 below: **GBP £69.640 as the Price.**
2. Subject to any Variation agreed in accordance with the terms of this Contract as set out in Clause 3.3, the amounts in Table 1 shall remain firm throughout the duration of the Contract.
3. In the event that the Contract is varied, the amounts in Table 1 below may be adjusted as agreed in writing, between the Authority and the Contractor and added as an addendum to the Contract
4. The payment arrangements shall be as follows:
 - 4.1. Upon completion, to the satisfaction of the Authority, of the Services described in the Specification for each of the milestones set out in Table 3 below and upon delivery, to the satisfaction of the Authority, to the Authority of the corresponding milestone deliverables ; the Contractor shall submit an invoice to the Authority for the amounts set out in Table 1 in respect of each such milestone;
 - 4.2. Any and all such invoices shall comply with the requirements in Annex 1 (clauses 5.1 – 5.9) of the Contract and the Contractor shall provide all further reasonable information and/or evidence of completion as the Authority shall reasonably require to demonstrate the satisfactory completion of the agreed milestones (clause 4.1);
 - 4.3. The Authority shall pay all Valid Invoices in accordance with the payment terms in Annex 1 (clauses 5.1 – 5.9) of the Contract to the bank account nominated by the Contractor in the invoice.





Annex 3 – Specification

1. Aim

To assess the cost to Local Authorities (LAs) and the investment needed to divert Domestic Seating Soft Furnishings (DSSF) waste to incineration. This involves understanding the impact on LAs, as well as any wider costs and benefits. There are multiple options that are being considered, each of which will need to be modelled. These include incinerating all DSSF, using an X-ray fluorescence (XRF) scanner to identify the Persistent Organic Pollutants (POPs) contaminated waste and incinerating the contaminated waste, and exporting the DSSF waste as Refuse Derived Fuel (RDF). These will be explained further in the background section.

2. Background

2.1. Stockholm Convention

POPs are largely human-made organic chemicals, which have been used in a wide range of industries, from pesticides and insecticides to solvents and industrial chemicals. POPs are now widely distributed over large regions, adversely affecting the health of humans and wildlife on a global scale. Responding to the need for global action, the UN Stockholm Convention on Persistent Organic Pollutants came into force in 2004 with the goal of eliminating POPs.

The Convention bans or severely restricts the manufacturing, supply and use of POPs. Further, items of waste with POPs levels above legal threshold limits cannot be recycled or reused. Instead, this 'POPs waste' must be dealt with in a manner in which the POPs content is destroyed or irreversibly transformed, thus eliminating the risk of releasing harmful POPs in the environment. The Stockholm Convention is implemented in Great Britain through the retained POPs Regulations (Regulation EU 2019/1021 continues to apply directly in Northern Ireland). This places legal obligations on the government, competent authorities and business. The requirement to destroy POPs waste applies directly to all holders of waste, including LAs.

2.2. POPs in DSSF

New research shows that POPs are prevalent in DSSF items produced before 2019. DSSF includes items such as sofas, armchairs, futons etc. This means that any reasonable method of disposing POPs contaminated DSSF waste, apart from incineration, is unlawful. Any DSSF containing POPs not already being incinerated must be diverted away from its current disposal destination and incinerated.

LAs are particularly affected as they have a duty to accept soft furnishings from householders for disposal. They must manage this waste lawfully, -i.e., incinerate the waste, which the Environment Agency (EA) has a duty to enforce.

Defra have identified 4 methods LAs can take to act lawfully and incinerate the waste. These are explained below.

1) Incinerate All: This option involves redirecting all DSSF waste currently sent to landfill and recycling to incineration, whether the waste is contaminated with POPs or not.

DSSF is collected and disposed of as bulky waste. Separation is therefore required to divert DSSF specifically to incineration. This could occur at Household Waste Recycling Centres (HWRCs) and Waste Transfer Stations (WTSs) although whether this can be sorted elsewhere will require further assessment. Once the waste is separated, it may need to be shredded or treated before being sent for incineration.

2) XRF scan to identify contaminated waste and incinerate said waste: This option involves scanning all DSSF waste using XRF scanners to test for bromine. The contaminated DSSF waste will go for incineration and the non-contaminated DSSF will be disposed of how it currently is. Similarly, to 'incinerate all', the waste will need to be separated from other waste streams before it can be scanned.

There are multiple options in how LAs can run their XRF operations. We have narrowed this down to three options:

- Installing an XRF scanner at each site that collects DSSF waste (HWRCs and WTSs). This requires each site to have an indoor space where the XRF unit is stored, and the scanning can take place.
- Using mobile units that has an XRF scanner installed. The mobile units can then drive to each collection site to scan the waste.
- LAs work together to build XRF hubs. Waste is then diverted to its nearest hub for scanning.

Each option will need to be modelled with a thorough cost benefit analysis.

3) Export waste as Refuse Derived Fuel (RDF) for incineration: This option requires DSSF to be separated and shredded so that it is input ready as RDF. This can then be exported to other countries for the purpose of incineration.

4) Incinerate all over a longer period: There is an additional scenario considered where LAs comply over a long period of time. The incinerate all option is applied here but LAs are not put under pressure to comply quickly. Instead, they take up to 2 years to invest in infrastructure and change their practices.

This option will also need to be modelled, investigating any efficiencies and saves LAs will incur.

2.3. Defra analysis:

Defra has conducted an initial assessment of the costs of dealing with the DSSF waste although the tenderer will be expected to develop their assessment independently. DSSF waste is treated as bulky waste and not its own waste stream. Therefore, information about tonnages and disposal destinations is unknown. To overcome this issue, Defra surveyed LAs across the UK asking questions about the tonnage of DSSF waste they dispose of annually and all the steps involved in the process. This data was not comprehensive due to a lack of waste composition analysis by LAs.

To gather data on shredding capacity, some incinerator operators in England that handle municipal waste were contacted. Defra asked whether they have a shredder capable of shredding DSSF on site, whether they have space for a shredder on site or whether they were aware of a shredder they can use off site. Further information will be needed to verify whether capacity is available and whether shredding is needed for incinerating DSSF waste.

Results from the LA survey and communication with incinerator operators can be shared with the project team once the tender has been awarded.

Areas for consideration in the modelling:

The section below explains areas that have been identified as being impacted when diverting waste to incineration. These should be considered when modelling each option. Defra has conducted an initial assessment of the impacts of each area. The consultant will be expected to carry out an independent cost benefit analysis although Defra's analysis can be shared with the project team after the tender has been awarded.

Separation of DSSF waste from other wastes: In order to divert DSSF away from its current destination (landfill, recycling) to incineration, it needs to be separated from the other waste it is collected with. Normally bulky waste disposal is managed as one single waste stream. Defra assumes separation will take place at HWRCs and WTSs, but a further assessment of where separation will occur will be needed.

The cost of separating DSSF at HWRCs and WTSs depend on whether there is space available at these sites. The consultant will need to verify what additional costs there are for sorting and separation. This could involve small investments to redevelop a site (extra bins and bays for example) or could require significant investments for new facilities. There may be additional staffing needing which needs to be tested.

Whether separation will occur elsewhere should also need to be investigated.

Shredding requirements and capacity: It is unclear whether DSSF waste needs to be shredded before it can be incinerated. This is due to the characteristics of bulky waste meaning that it may not fit into the incinerator in its original form.

If shredding is needed, shredding capacity will need to be assessed. Furthermore, if there is not sufficient capacity geographically, then new shredders will need to be built on incinerator sites or at a new facility all together. The cost of this alongside operational costs for shredding will need to be assessed.

XRF installed at each HWRC and WTS: In this scenario XRF scanners are installed at each site where separation occurs. There is reasonable uncertainty around how practical this scenario is, so understanding the likelihood of this taking place along with any investments required is needed.

Some additional costs that may be incurred are training, monitoring and additional staff. All of which will need to be modelled.

XRF mobile unit: In this scenario each LA that is involved in the disposal of waste run a mobile XRF service. XRF scanners are installed in vans which drive to each HWRCs and WTSs in the authority to scan its DSSF.

However, there is uncertainty around how this method works in practice which will need to be investigated. Including all costs and investments required.

XRF hubs: LAs collaborate to build large XRF hubs where DSSF is sent. This waste is then scanned and diverted appropriately. There is doubt about how practical this scenario is and the amount of investment required.

Export fees: The cost of exporting DSSF waste as RDF will need to be identified. Exploring practical issues will also need to be investigated.

Incineration premium: Current understanding is that incineration capacity will be fully utilised by other wastes; diverting any DSSF to incineration will divert waste currently going to incineration to other destinations. This assumption along with any impact this may have needs to be tested.

Displaced waste: If future incineration capacity is fully utilised, the tenderer will need to identify the waste that is likely to be displaced and where it will end up, as well as any impacts this will have.

Haulage fees: Any additional haulage requirement due to the diversion of DSSF to incineration will need to be identified and costed., including any practical difficulties involved in the process.

Greenhouse gas impacts: Defra are currently uncertain what the impacts on greenhouse gas emissions will be. This considers additional haulage, shredding and the difference in incinerating compared to how DSSF is currently disposed.

Impacts from displaced waste will also need to be considered.

Uses of infrastructure in the future: If any infrastructure investment is considered, it is important to illustrate how it will be used in the future. This, for example, may involve capital investments including, but not limited to, shredding facilities, extensions to existing HWRCs and new facilities and XRF hubs.

Environmental targets may also be impacted if further separation on sites is required.

Impacts on jobs: Impacts on jobs for all investments needs to be considered alongside any jobs displaced.

Tonnage of DSSF disposed of annually: As discussed above, DSSF is not treated as its own waste stream. Meaning the tonnage of DSSF disposed of annually is not reported by LAs. The tenderer will need to identify how much DSSF is disposed of annually to understand the size of the issue and the burden it will place on authorities.

DSSF disposal destinations: As this waste is not reported Defra are unsure where it is currently disposed. Interested consultants will need to identify the percentage of waste that is sent to landfill, incineration, recycling and reuse.

3. Scope of the problem

1. Model the impacts of incinerating all DSSF waste.
2. Model the impacts of using an XRF scanner to identify POPs contaminated DSSF and incinerating that waste.
3. Model the impacts of exporting DSSF waste as RDF.

3.1. Anticipated outcomes of the project include:

1. Produce a model of each option outlining the NPVs over 10 years. The modelling should be independent to the work already completed by Defra, although Defra

resource can be shared with the successful applicant. Defra's assumptions and costs can be used in the modelling, although this is not a requirement.

2. A written report meeting the objectives and requirements set out in the work packages below, which can be developed subject to regular discussions with Defra. This report needs to explain how costs and assumptions were derived. Outlining sources and research that were used and completed. The report will need to be succinct and will require a short executive summary setting out the purpose of the research, key findings and conclusions drawn.

3.2. Approach and Methodology

The tenderers will be expected to clearly set out the methods in which they expect to meet each work package. This may include but is not limited to:

1. Interviews with stakeholders
2. Analysing existing data
3. Gathering new data and analysis
4. Literature review

3.3. Work Package 1: Key inputs into the modelling

1. Test Defra's assumptions around the tonnage of DSSF waste disposed of in England annually
 - a. Examine waste growth rates and whether the amount of DSSF waste changes year on year
2. Test Defra's assumptions around the proportion of DSSF waste currently disposed at landfill, incineration, recycling, and reuse

3.4. Work Package 2: Incinerate All modelling

1. Model how DSSF waste will be separated
 - a. Investigate where the separation will take place and model how it will work in practice. Accounting for all labour, capital investment and administrative costs involved.
 - i. Will the separation occur at HWRC/WTS or elsewhere?
 - ii. Is there space to separate waste at sites?
 - iii. Are there any complications when separating DSSF waste and how are they overcome?
 - b. Understand the implementation period required to allow for the diversion of DSSF to take place.
 - c. If infrastructure investments are needed, how will the infrastructure be used in the future?

2. Modelling shredding
 - a. Identify whether DSSF needs to be shredded before it can be incinerated
 - b. If shredding is required model how it will work in practice:
 - i. Is there current shredding capacity in England to handle the tonnage of DSSF waste?
 - ii. If capacity is not available how will this issue be overcome
 - iii. Identify all costs and investments involved
 - c. Understand implementation periods for each of the shredding options
 - d. If infrastructure investments are needed, how will the infrastructure be used in the future and what are the returns on investment?
3. Model haulage fees
 - a. How much additional haulage would be required?
 - b. What is the cost per tonne to haul DSSF waste (to include vehicles, fuel, drivers, insurance, etc.)?
 - c. Is any treatment required before the waste can be hauled?
 - d. Will any additional vehicles be needed?
4. Model a new incineration premium (if necessary)
 - a. Will a premium be charged and how much is it expected to be?
 - b. Will this premium be constant over the period analysed or will it drop over time?
 - c. What is the burden on LAs from contract negotiations to change the way their waste is disposed?
5. Identify any other areas that need to be modelled
 - a. Explicitly explain the rationale behind each area being included. As well as all costs and assumptions used in the modelling.

3.5. Work Package 3: XRF options modelling

- 1) Model XRF scanner installed on site scenario
 - a) Assess whether this option is technically feasible and realistic.
 - b) Identify and model all costs involved in implementing this scenario.
 - i) This includes costs of equipment, monitoring and health and safety requirements.
 - c) Are there any complications when implementing this scenario?
 - i) How are these complications overcome and how much does it cost?
- 2) Model the XRF mobile unit scenario
 - a) Investigate how this would work in practice. Is it realistic?
 - i) Which LA types (disposal, collection, etc.) would run a mobile unit service?
 - ii) How many mobile units would be required per LA?
 - iii) How often would 1 mobile unit need to run to keep up with demand?
 - iv) How would monitoring and health and safety work under this scenario?
 - v) Is any storage of DSSF required during this process?

- b) Identify costs of operating the mobile unit
- c) Identify any efficiencies that may occur under this scenario
- 3) Model the XRF hubs scenario
 - a) Investigate how this would work in practice
 - i) How many hubs would be needed across England
 - ii) What need to be set up across LAs to allow this to happen?
 - b) Identify costs of operating the XRF hubs
 - c) Identify any efficiencies that may occur under this scenario
- 4) When modelling each scenario (installed on site, mobile units, and hubs) you will need to consider all separation, shredding, haulage and premium costs incurred. As well as any other costs we may have missed.

3.6. Work Package 4: Exporting DSSF as RDF modelling

- 1) Test Defra's costs and assumptions around in the modelling of the export DSSF waste as RDF option?
 - a) Assess the cost of treating waste and exporting it.
 - i) Will costs of pre-treatment and cost of incineration differ to the 'incinerate all' option?
 - b) Will other countries accept this waste as RDF and is there capacity to incinerate this.
- 2) Identify any wider costs and impacts that have not been considered.
- 3) When modelling this option, you will need to consider all separation, shredding, haulage and premium costs incurred. As well as any other costs we may have missed.

3.7. Work Package 5: Incinerate All over a longer period

- 1) Model 'incinerate all' through delaying compliance by 2 years
 - a. Identify any savings and efficiencies LAs will incur if they are given a longer period of time to comply.
 - i. This may include changes in infrastructure investment, incineration premiums, haulage. As well as any other costs
 - b. What are the practical differences between this and the incinerate all option?

3.8. Work Package 6: Additional requirements

- 1) Investigate how each policy option will impact jobs.
- 2) Assess whether there are specific geographic impacts across the different options which may impact costs.
- 3) Identify if waste will be displaced from incineration due to DSSF being diverted there.
 - a) If waste is diverted what waste will this be?

- i) Where will this waste go?
 - ii) What impacts will this have? Including impacting on other environmental targets.
- 4) Examine the impacts on greenhouse gas emissions from each policy option compared to the baseline option. This involves emissions from disposal, treatment, haulage, and displaced waste. Alongside with any other impacts missed.
- 5) Identify the number of LAs that currently do not incinerate all their DSSF waste.
- 6) Investigate LAs current plans over the next 2-5 years with regards to waste management and DSSF waste.
 - a) What costs in the modelling may be incurred by LAs irrespective of the requirement to destroy DSSF waste (plans to incinerate waste and building capacity)?
 - b) Assess how other policies that affect the waste hierarchy will impact investment decisions and future costs incurred from incinerating DSSF waste.

3.9. Geographic area of Study

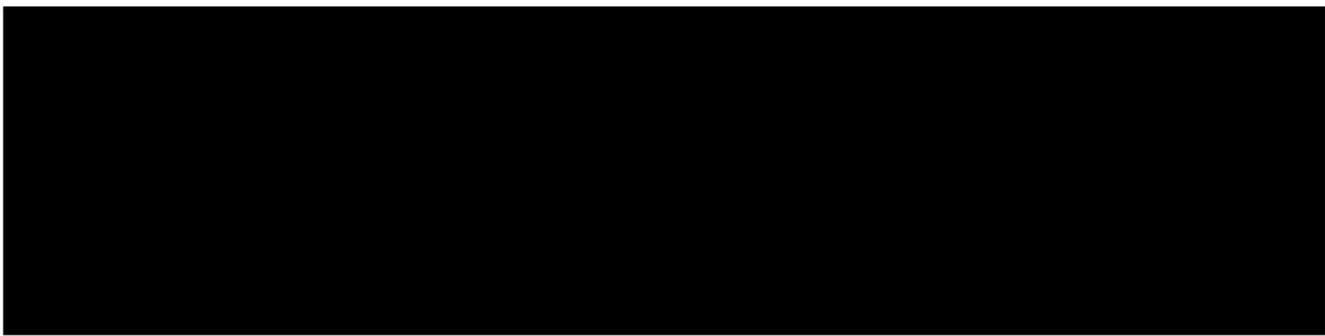
The geographical scope of the project is England. All LAs in this area should be taken into account.

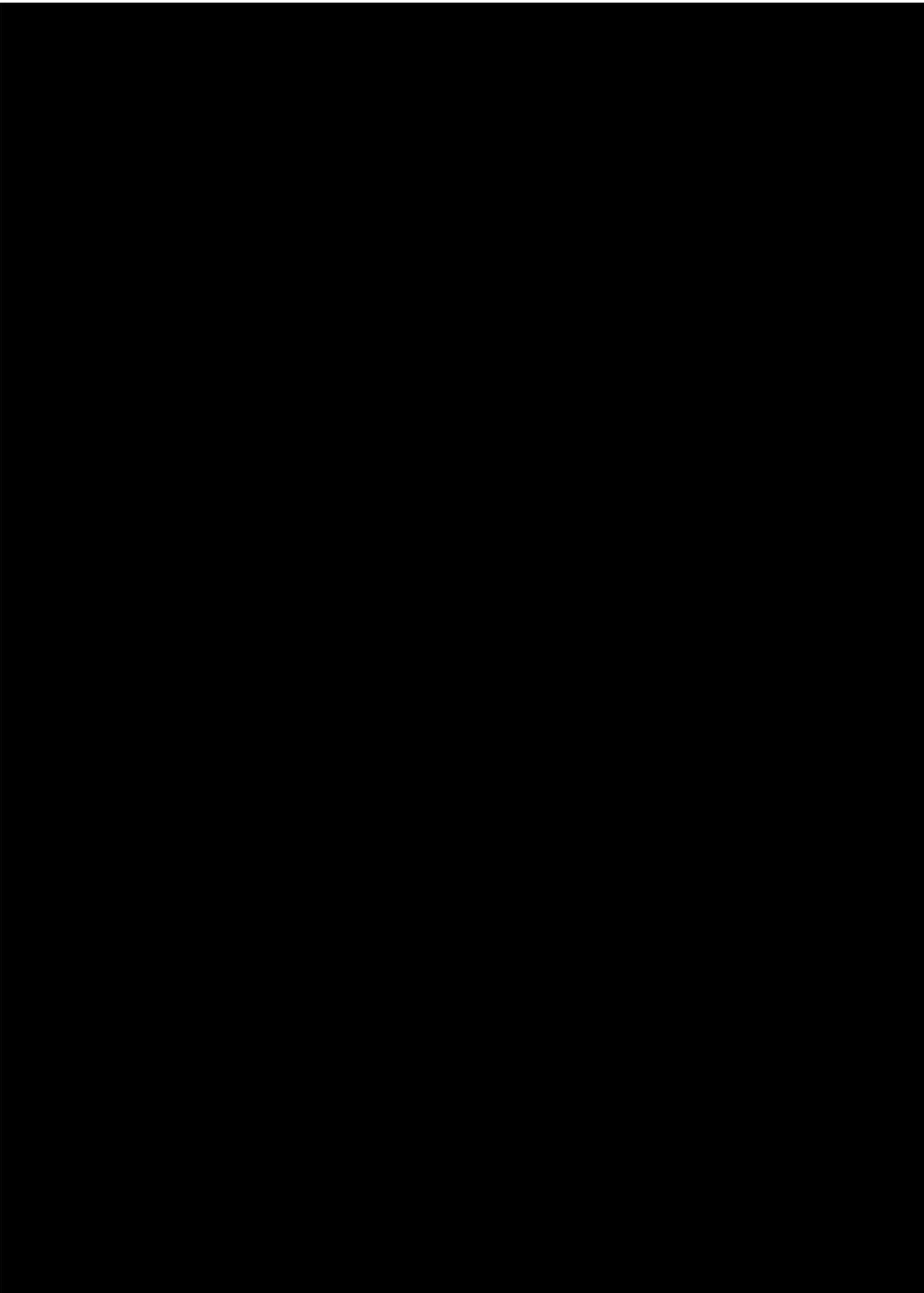
4. Timetable

The project will require significant resource to be delivered within the indicative timetable set out below. The tenderer will be expected to ensure there is ample resource dedicated to cover multiple work packages simultaneously over the period July-January. Defra recognises that this deadline may be challenging to meet so there is flexibility for work to continue or an extension although we expect significant work to be done by the end of January 2023. The tenderer will be expected to provide a realistic estimate for delivery.

5. Milestone Table

The below proposed milestones have been set up by DEFRA ahead of beginning the contract period. Progress against milestones will be regularly monitored throughout the contract period. Continuous monitoring of the project will also be used to refine the scope and address issues which arise.







6. Reporting requirements

The supplier should designate a key point of contact, who will attend fortnightly meetings with the DEFRA contract manager to discuss progress, arising issues, and agree risk mitigation measures. At each meeting the project risk register will be discussed, and the supplier is expected to provide an update of the risk register at least 1 working day prior to project management meetings.

7. Payment

The successful Tenderer will be paid by invoice in two (2) stages following satisfactory completion of the above **milestones 8** (50% of total cost) and **milestone 10** (50% balance).

8. Project Governance

Defra will nominate a Project Manager who will be responsible for the day-to-day management of this contract and ensure it meets the project aim and objectives. The Defra Project Manager will monitor progress and provide advice, support, and guidance on project scope, methodology, policy focus, and project outputs. Meetings have been incorporated into the Programme of Work (see above table, milestone 1) to discuss progress, risks, and to ensure timely support as required.

The successful Tenderer will be expected to appoint a Project Manager who will act as the principal point of contact for Defra and who will be jointly responsible for the day-to-day management of the project as well as attend fortnightly meetings with the DEFRA contract manager to discuss progress, arising issues, and agree risk mitigation measures. At each meeting the project risk register will be discussed, and the supplier is expected to provide an update of the risk register at least 1 working day prior to project management meetings.

Specific deliverables will be required from the successful Tenderer during the course of this project (see Specification Section 3, clause 5 milestone table). All reports must be produced in accordance with Defra templates for publication. The reports are anticipated to be provided as Microsoft Word (in draft) and PDF documents (once finalised). There may be other outputs required during the course of the project and Defra will negotiate any additional requirements with the successful Tenderer.

8. Security Classification

It is anticipated that all research the successful Tenderer will undertake as part of this project will be marked as OFFICIAL. **The successful Tenderer is not required to obtain security clearance for this project.**

9. Audiences

The main audiences for this research are the Defra Chemical, Pesticides, & Hazardous Waste team. The authority reserves the right to determine if and how results should be published.

10. Peer Review

Following the completion of Deliverable/Milestone 10, Defra may require the draft report to be peer reviewed by an external peer reviewer/s. Defra will identify and co-ordinate the peer

review, but contractors will be expected to respond to comments and revise outputs accordingly.

11. Accessibility requirements

Contractors are expected to meet government requirements for accessible reports. Guidance is available here:

www.gov.uk/guidance/guidance-and-tools-for-digital-accessibility.

This includes, but is not limited to, consideration of:

- font (size, style, and justification)
- headings and sub-headings to structure reports
- alt-text for images, charts, or graphs
- table captions and summaries in all tables
- colours that are suitable for those with colour-blindness

For every commission, contractors are expected to outline how they will meet accessibility requirements and what processes they have in place to assure this. The exact outputs should be discussed with the commissioning team, but accessibility should be considered in all outputs (e.g., Word, PowerPoint, CSV data files or PDF documents). Defra can provide a Word template where contractors do not already have an in-house accessible report template.

12. Quality of the work

We expect high quality outputs. All outputs will need to be reviewed and commented on by Defra, potentially resulting in several iterations needed.

The contractors should plan their timings and costs to account for potential multiple iterations of outputs. They must put quality assurance in place before they send outputs to Defra.

13. Dissemination of project outputs

Defra will retain ownership of all produced output from this research and final sign-off on all publications. It is expected that Defra will publish, adhering to the publication style of government, see guidance: <https://www.gov.uk/guidance/style-guide>. Draft and interim reports will be confidential.

14. Expertise

- The Authority expects high quality outputs. All outputs will need to be reviewed and commented on by Defra, potentially resulting in several iterations needed.
- Defra requires published outputs to be of a high standard, in plain English and without grammar or spelling errors. The Authority reserves the right to require the contractor to appoint, at their own expense, a proof-reader and/or copy editor if we can demonstrate that the standard falls well below similar previously published reports. Experience/expertise within the livestock sector.
- Strong project management skills to ensure that deliverables are produced to time and quality.
- Familiarity with the relevant literature and approaches used to measure.
- To be able to synthesise existing literature and clearly summarise and describe key findings.
- The ability to critically analyse evidence and identify and explain the underlying limitations and drawbacks.
- Good drafting and report writing skills, including the ability to communicate complex technical information.

15. Travel and subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

16. Rail Travel

16.1. All Journeys

Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

16.2. Mileage Allowance

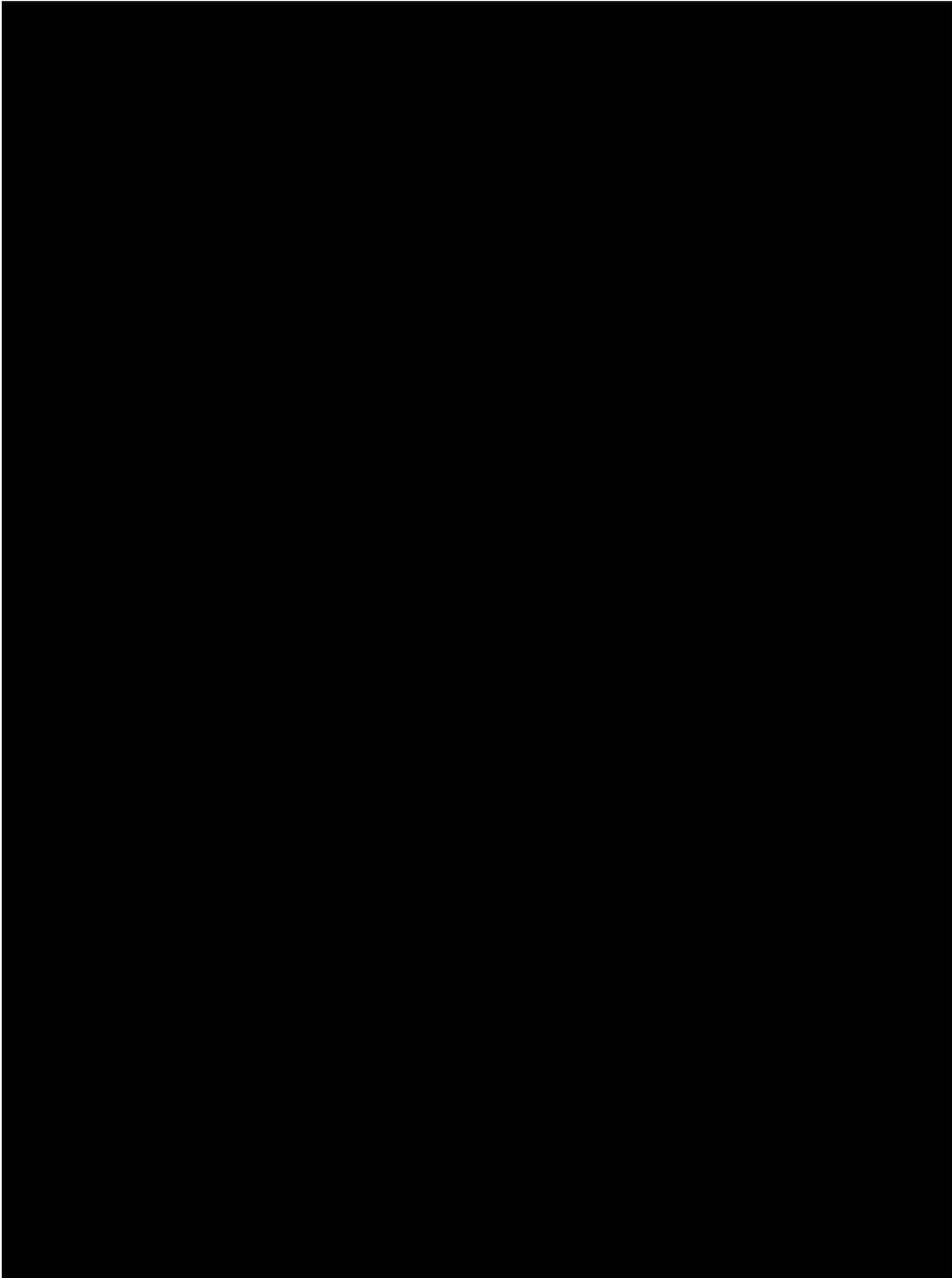
Mileage allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motorcycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

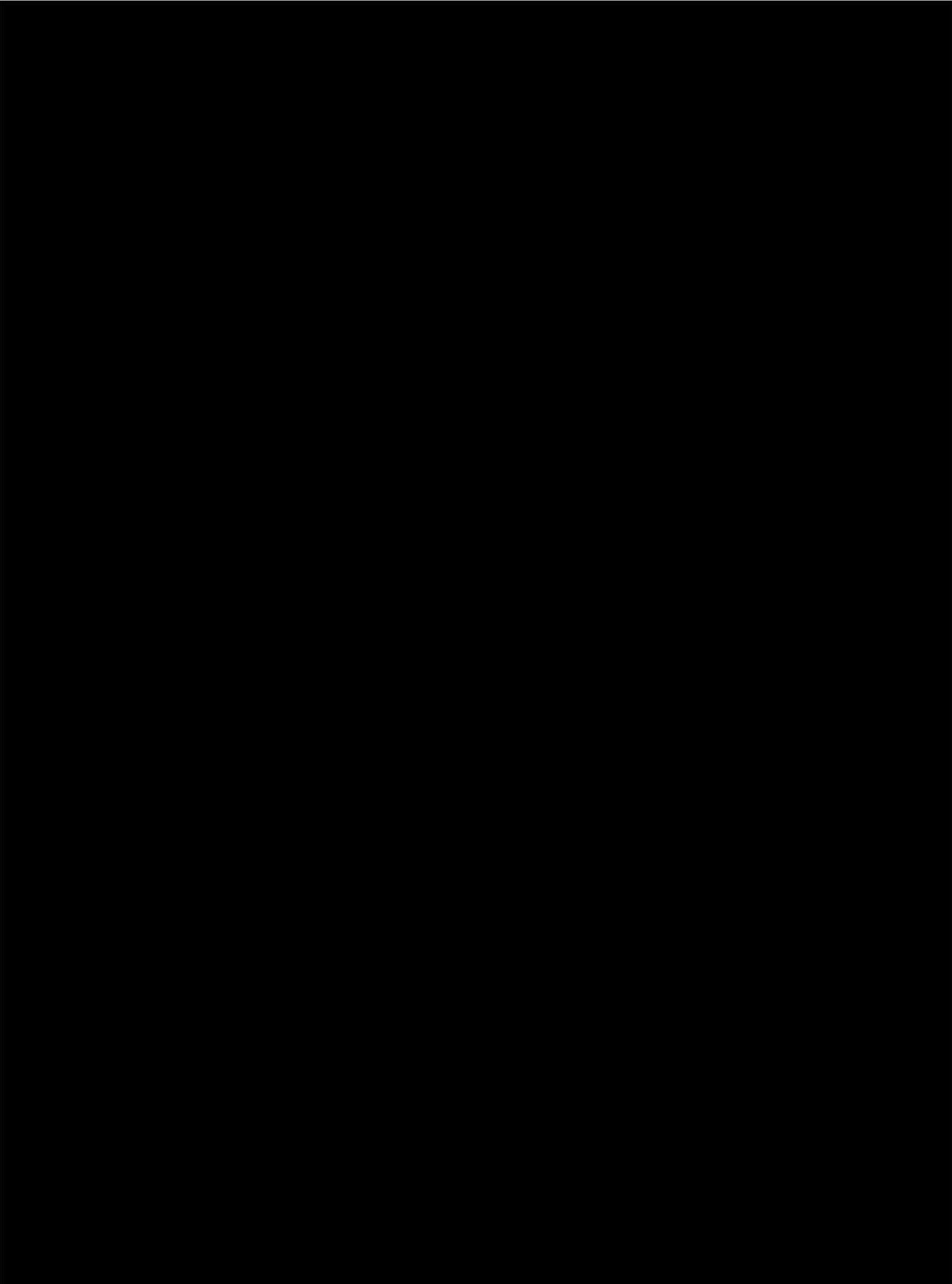
*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g., on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

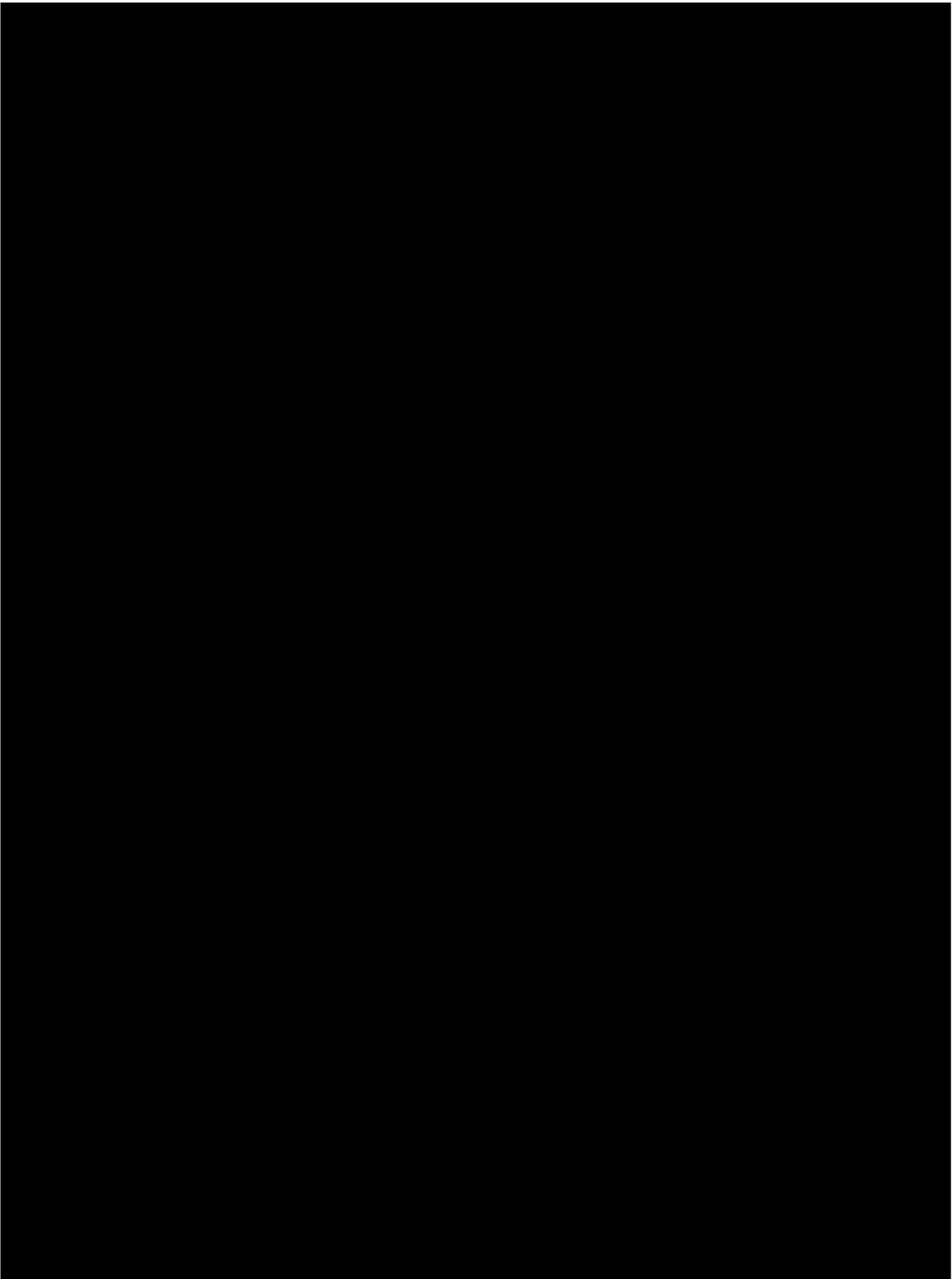
** Under HMRC rules this expense is taxable.

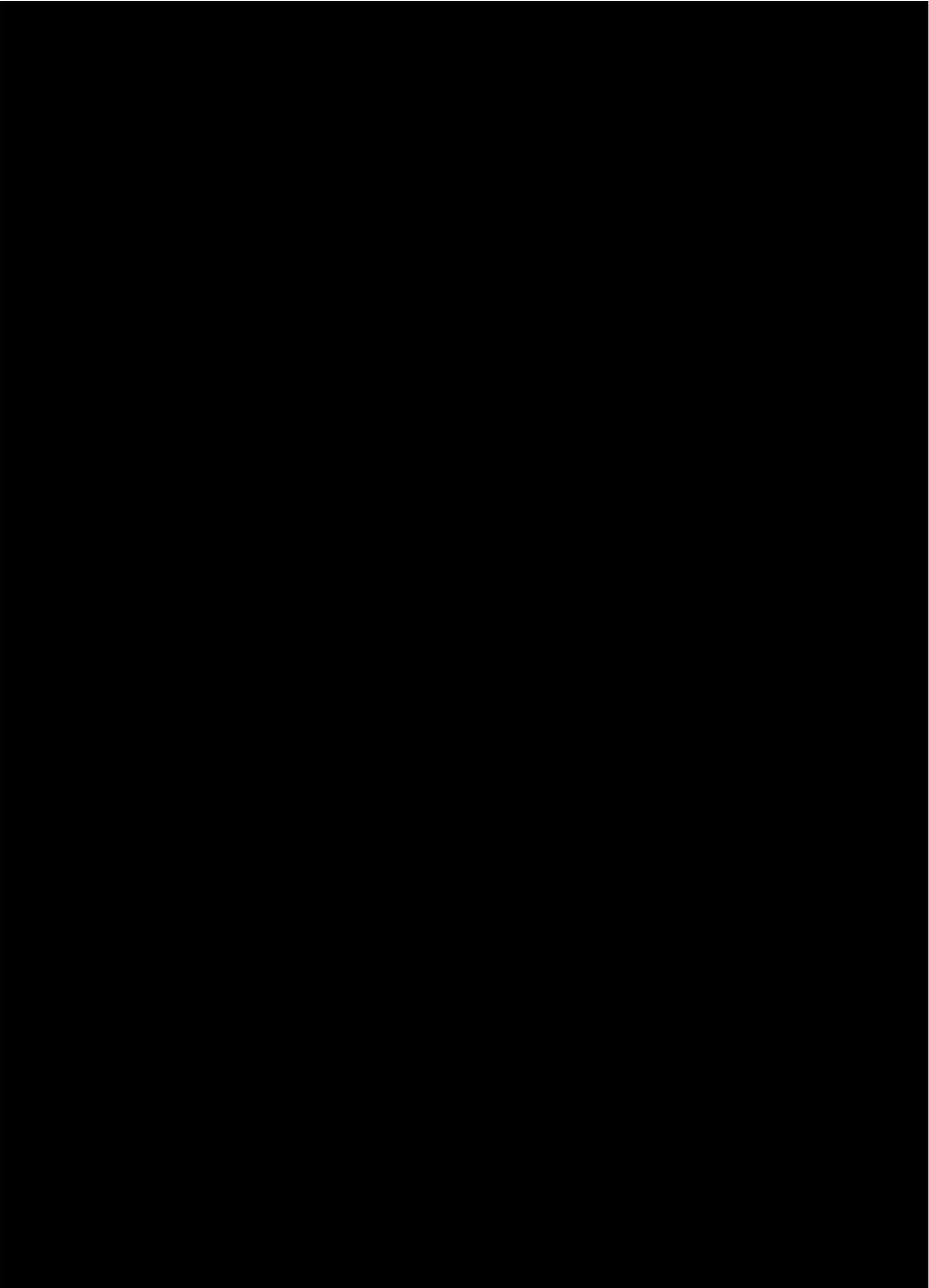
16.3. UK Subsistence

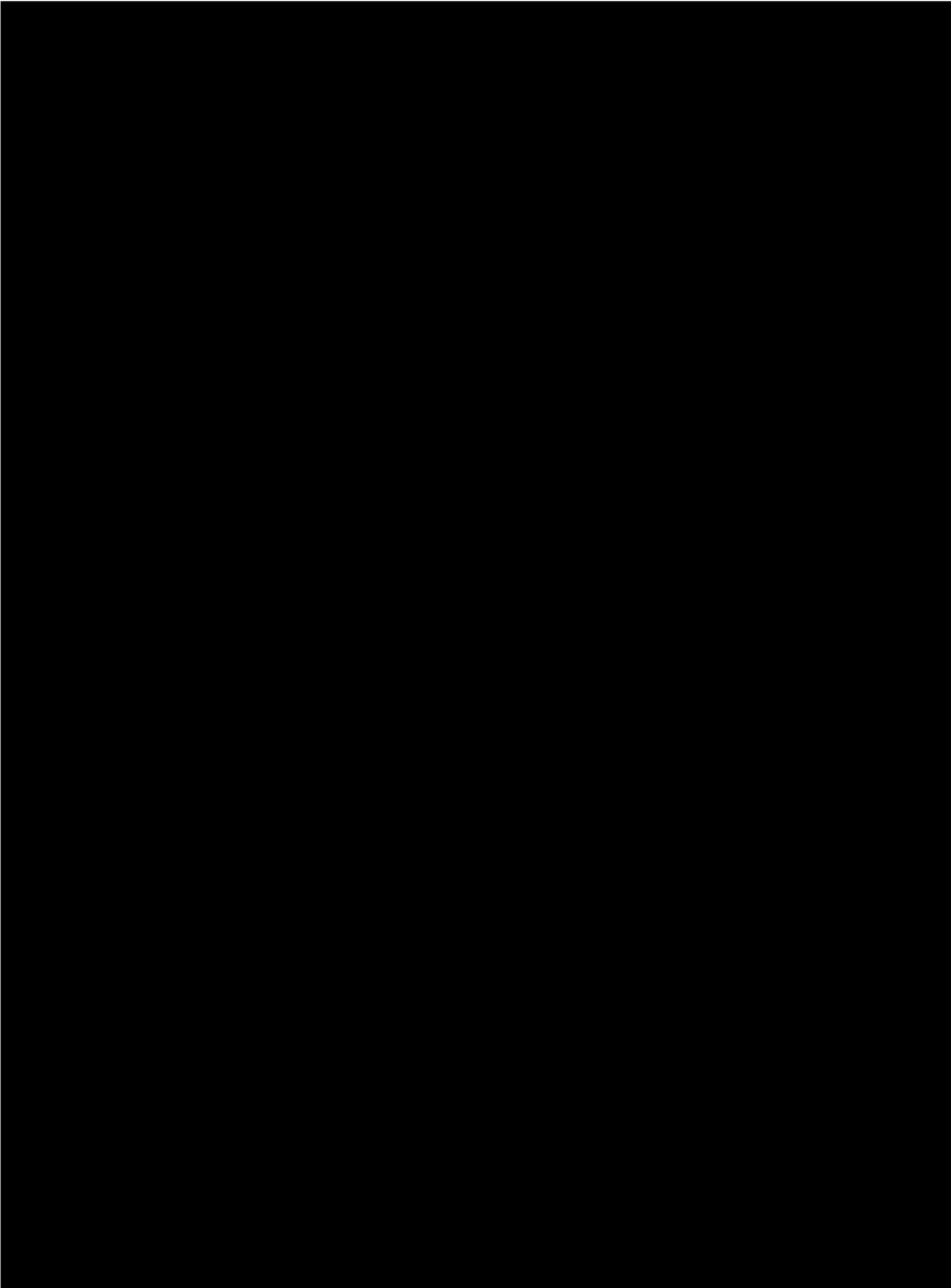
Location	Rate
London (Bed and Breakfast)	£130 per night
Rates for specific cities (Bed and Breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night
UK Other (Bed and Breakfast)	£75 per night for all other locations

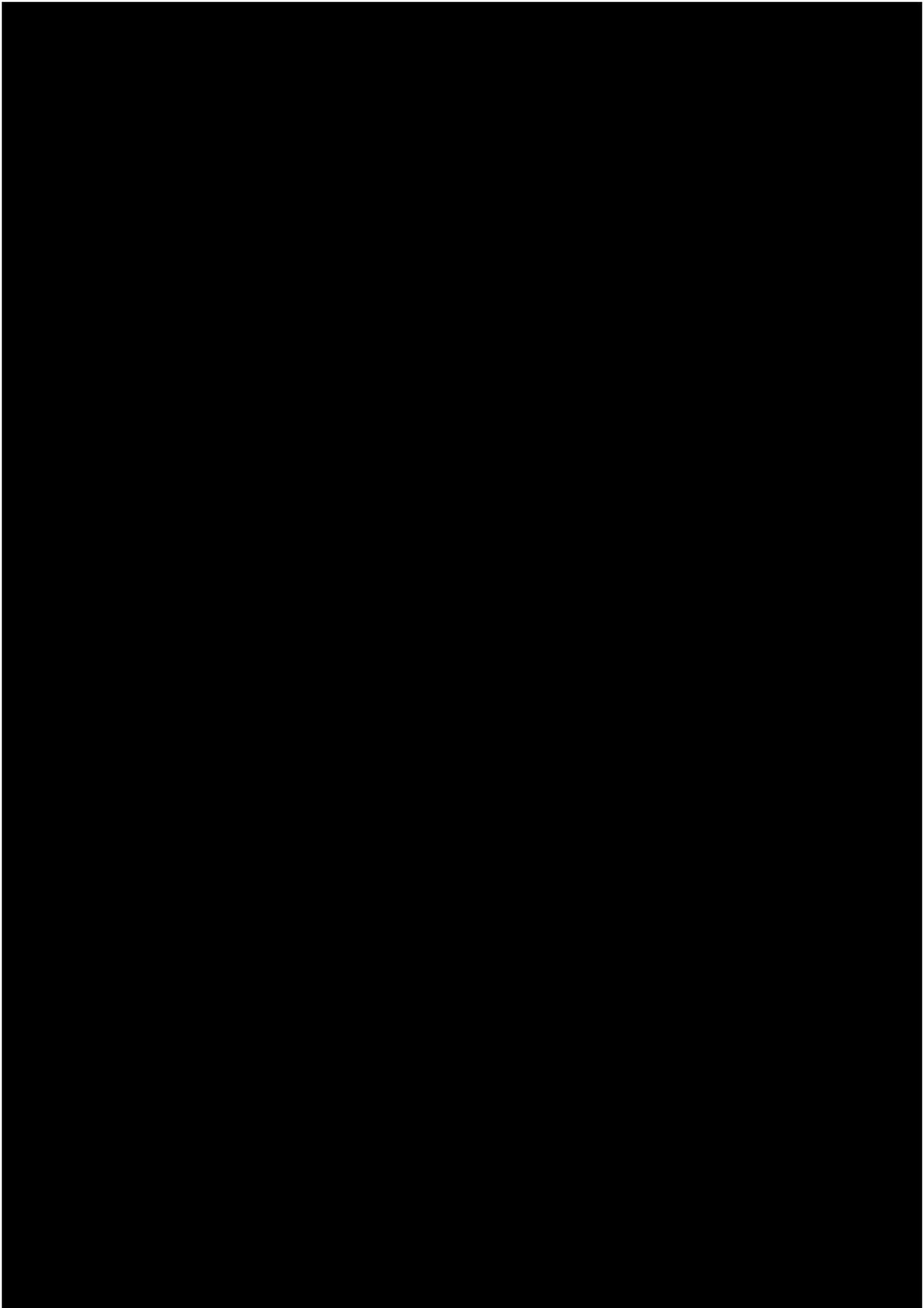


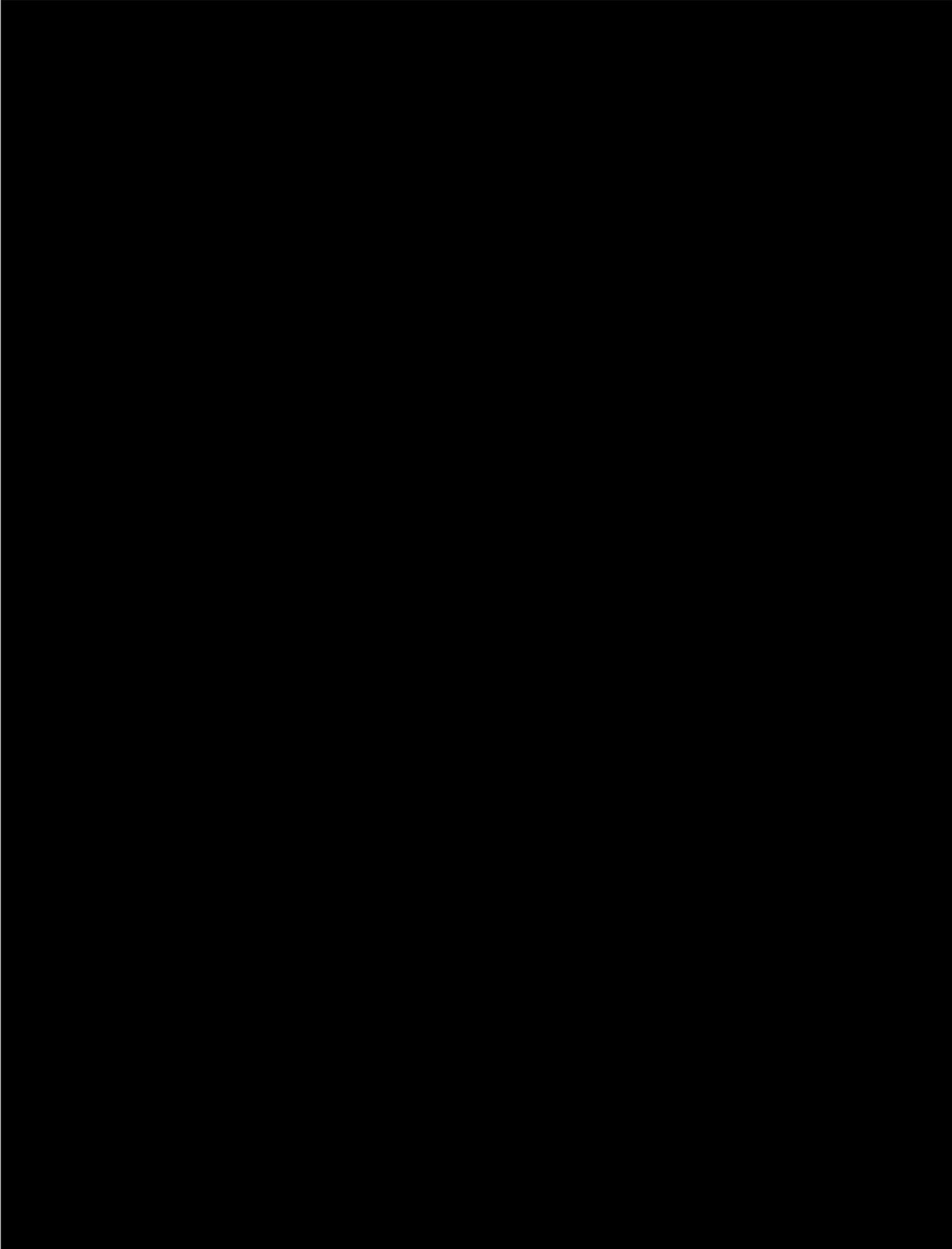


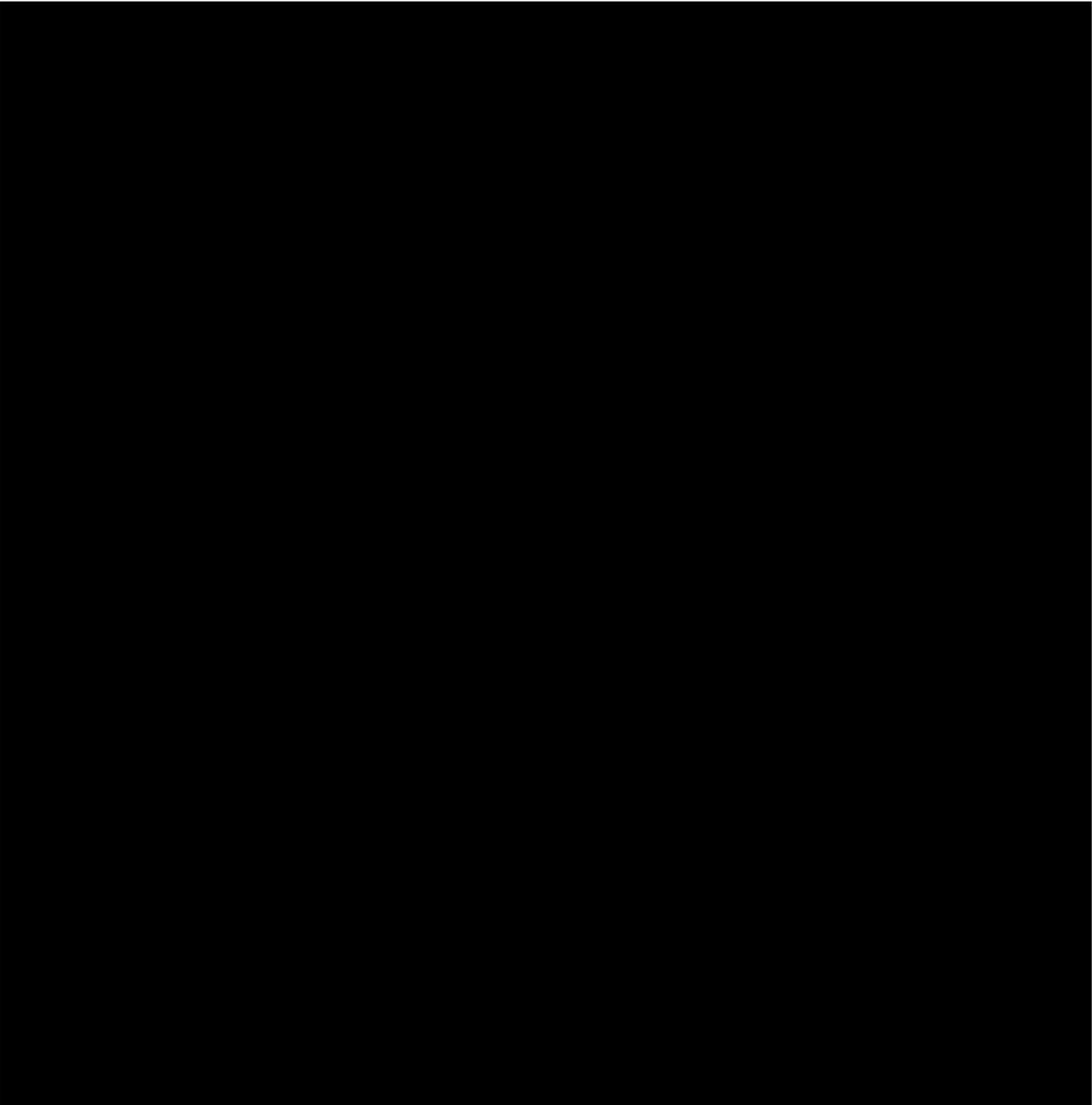


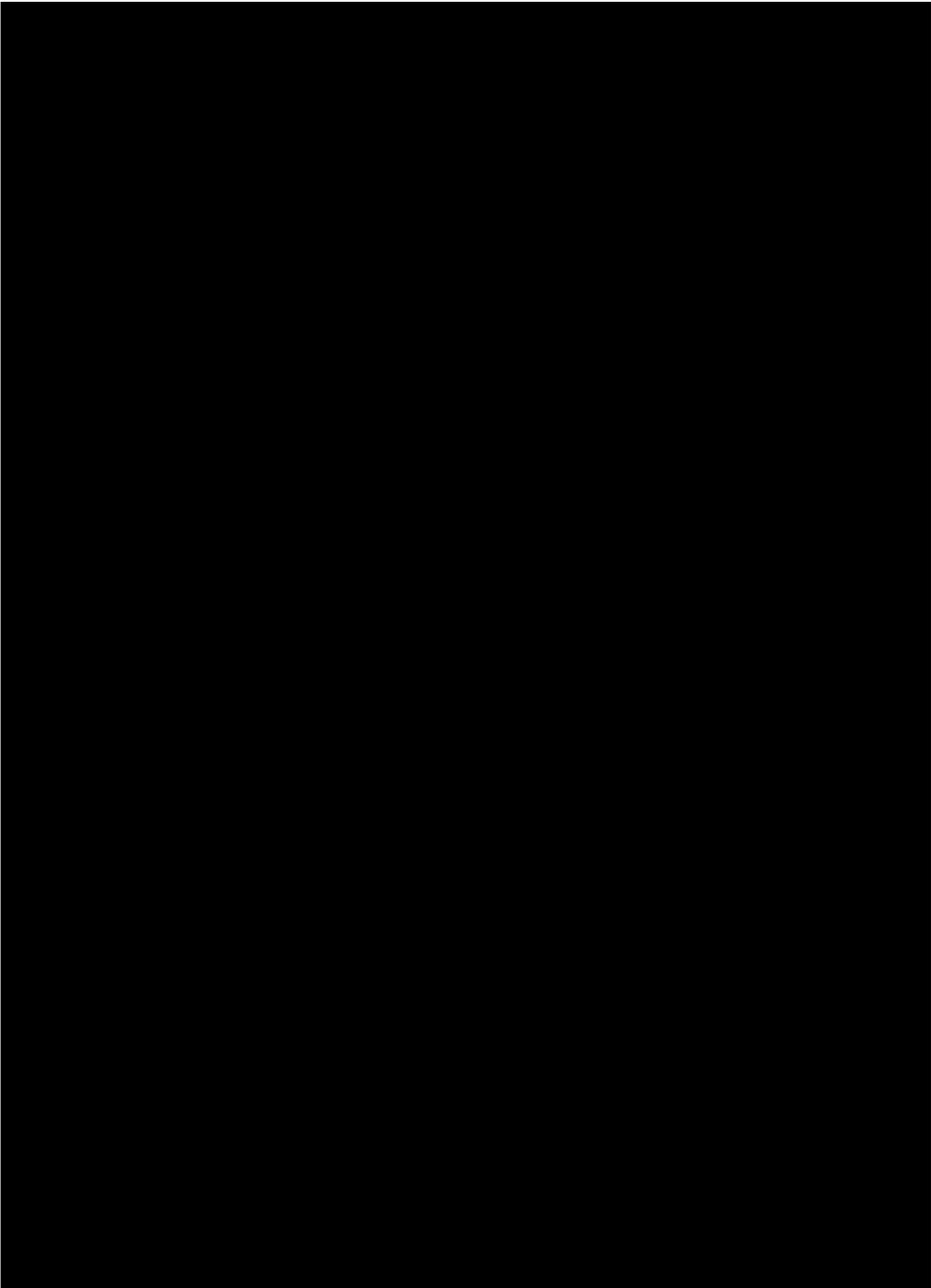


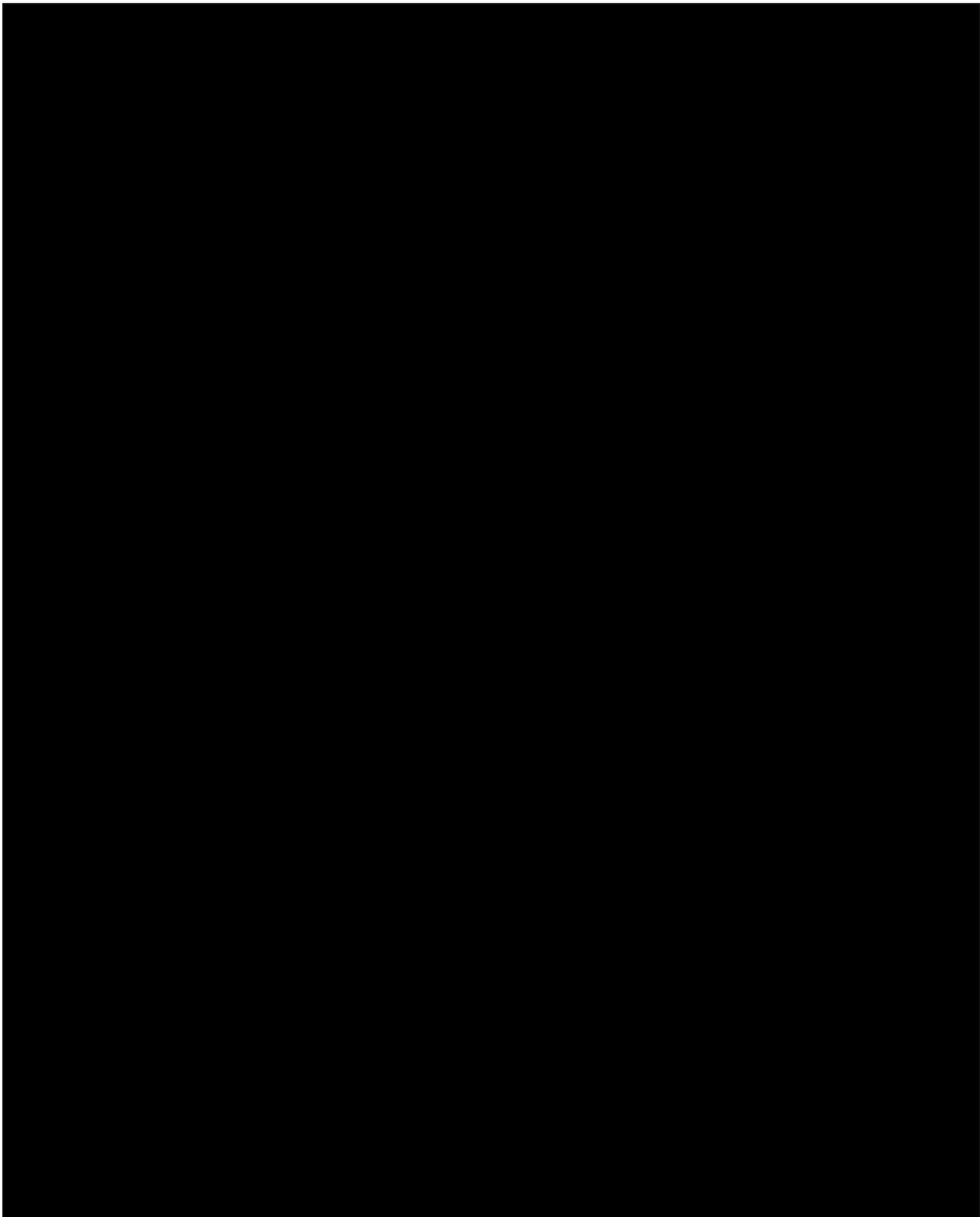


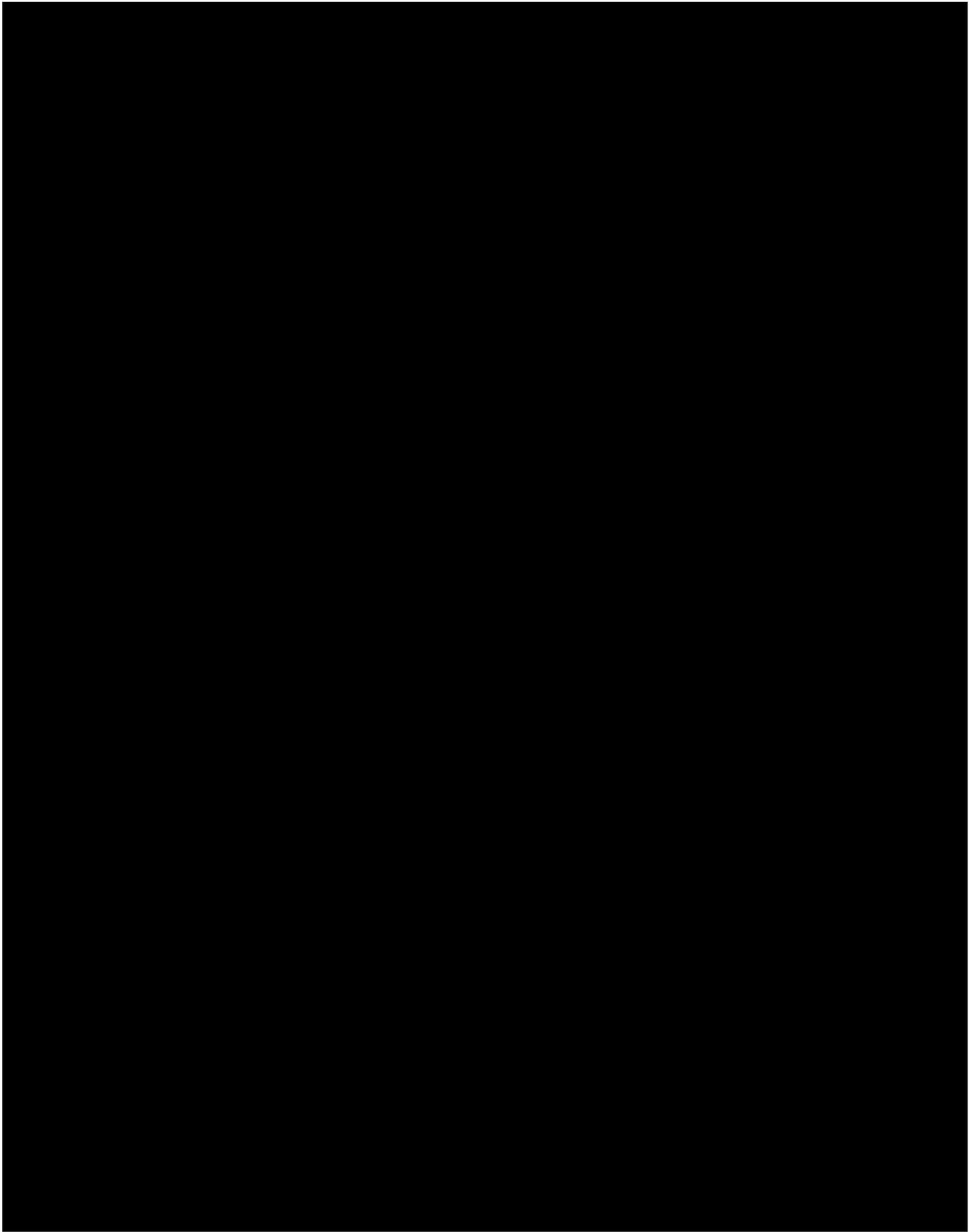


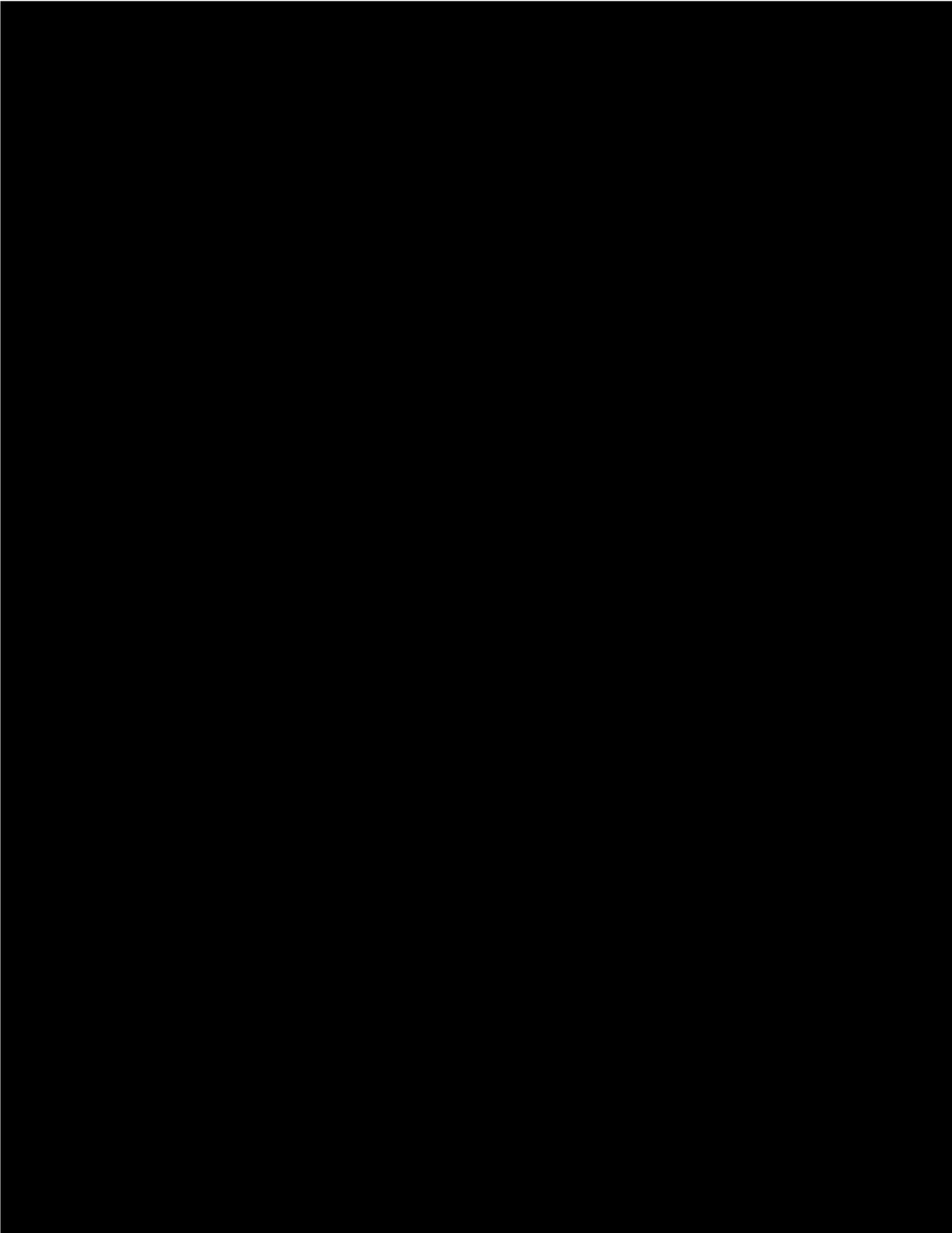


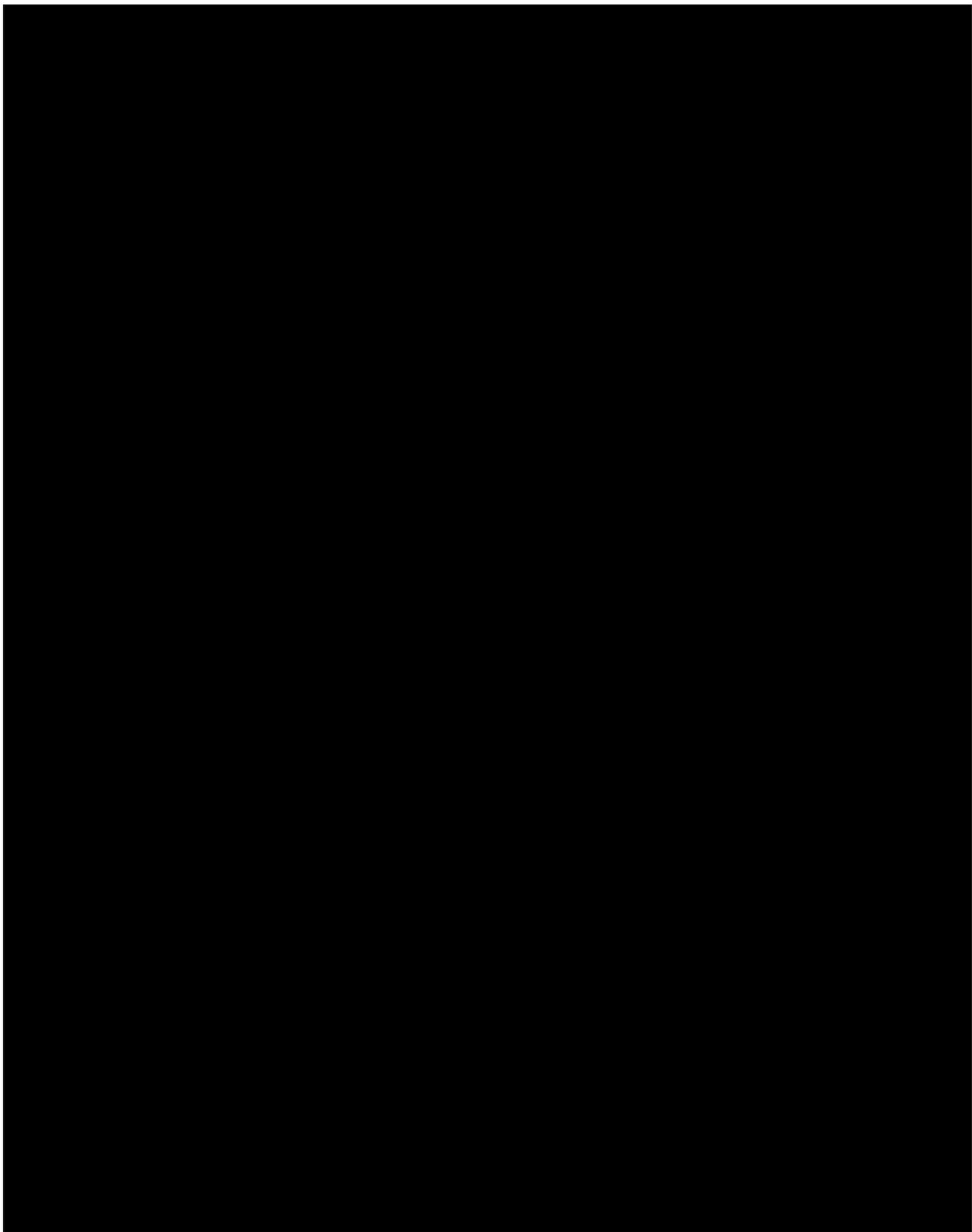


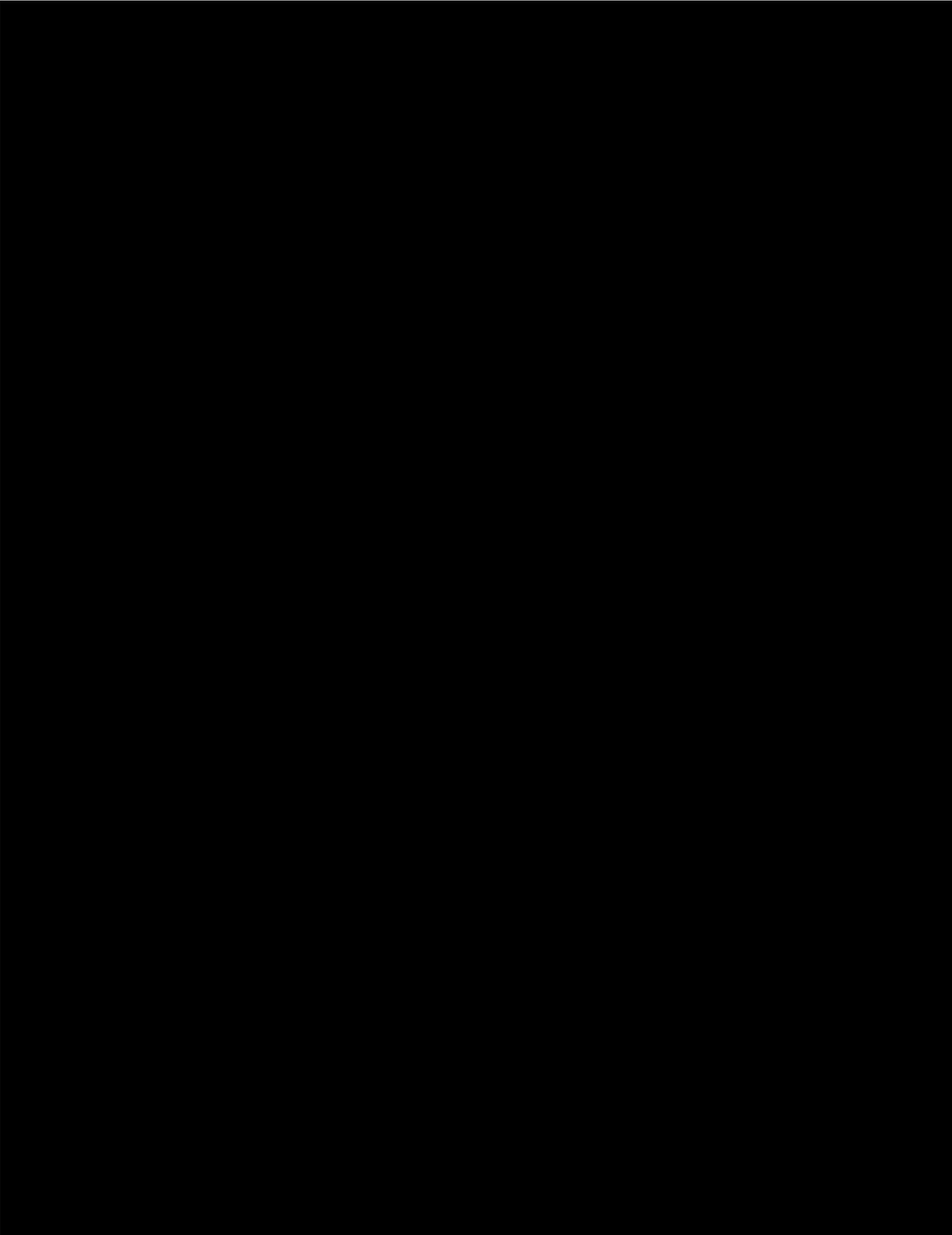


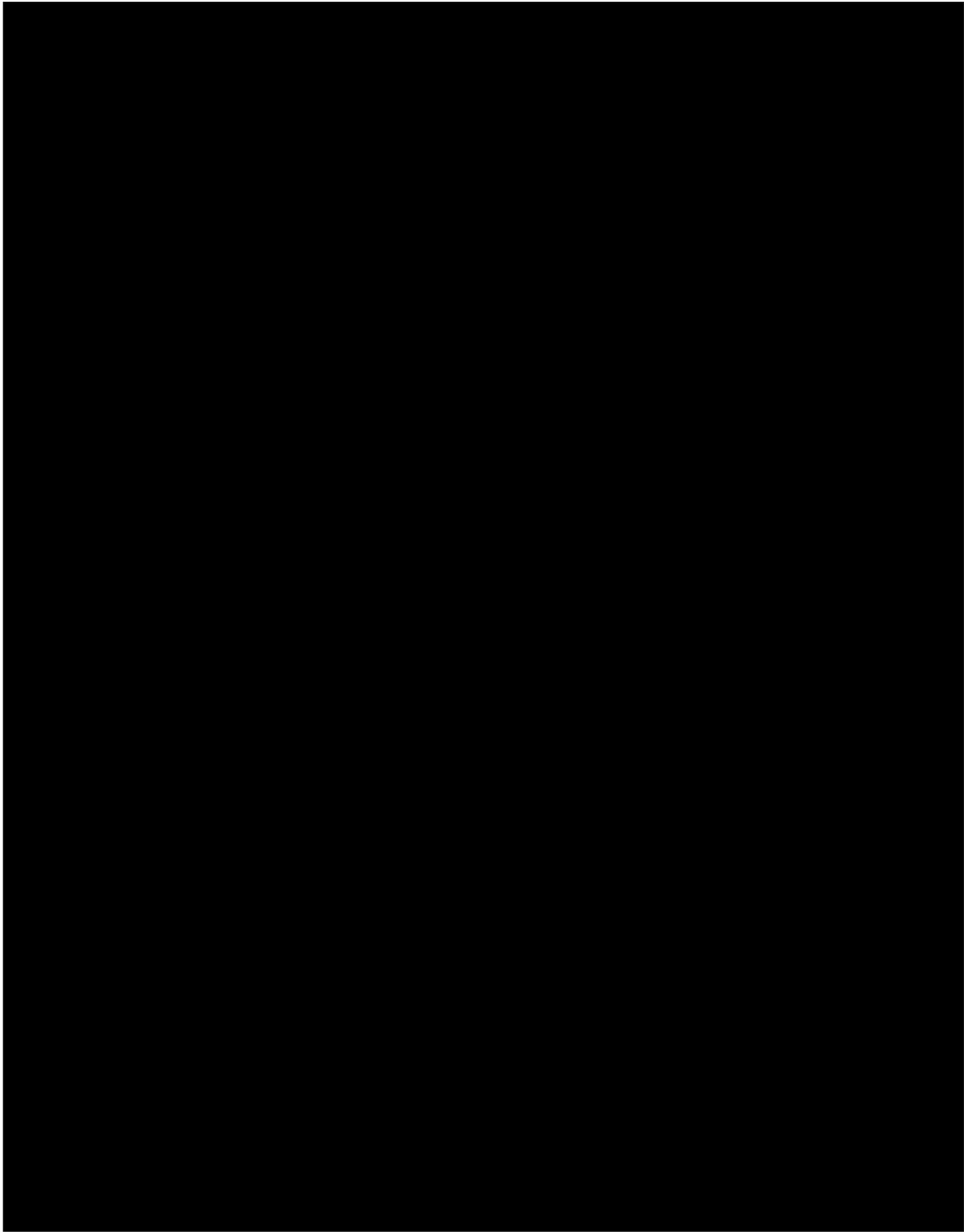


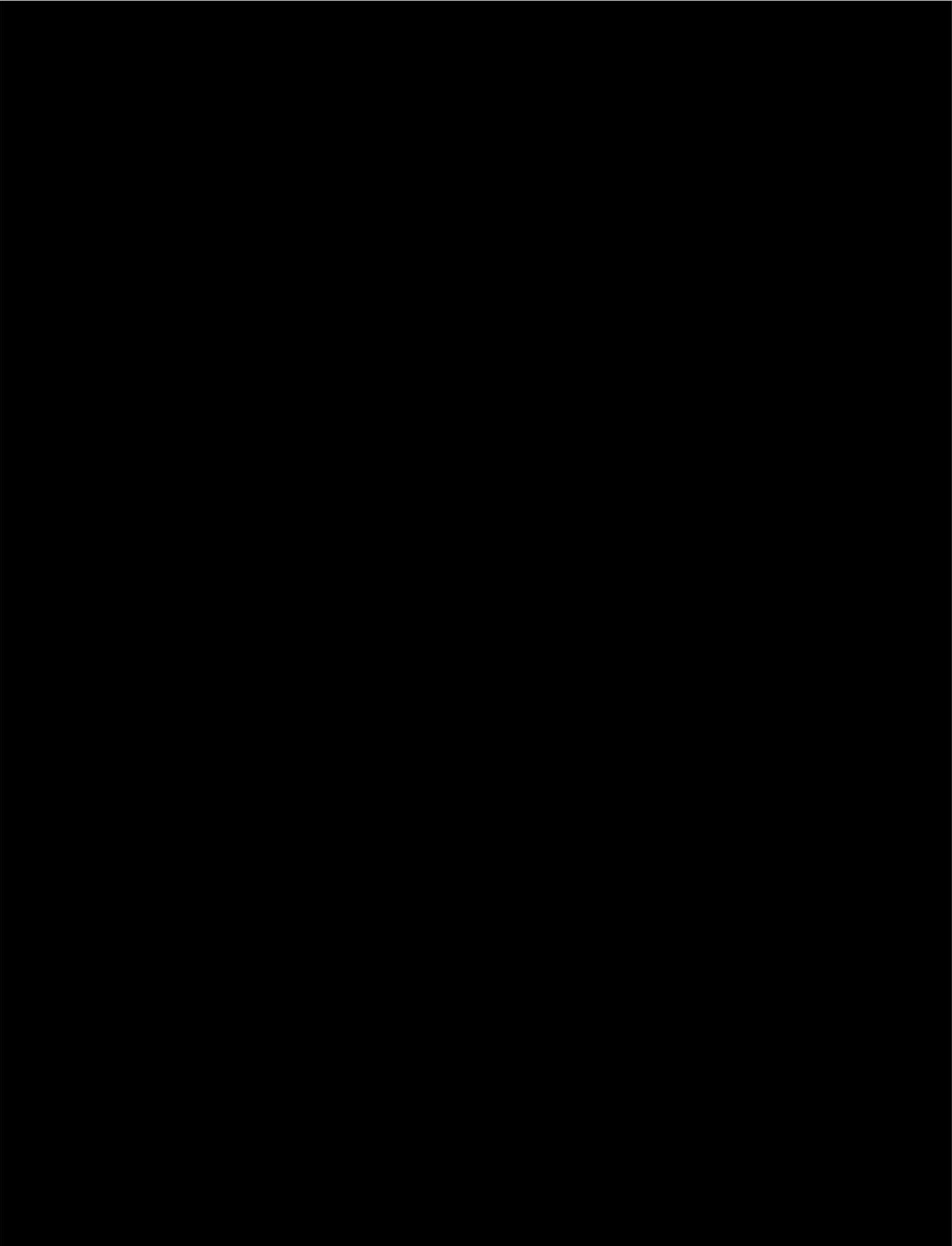


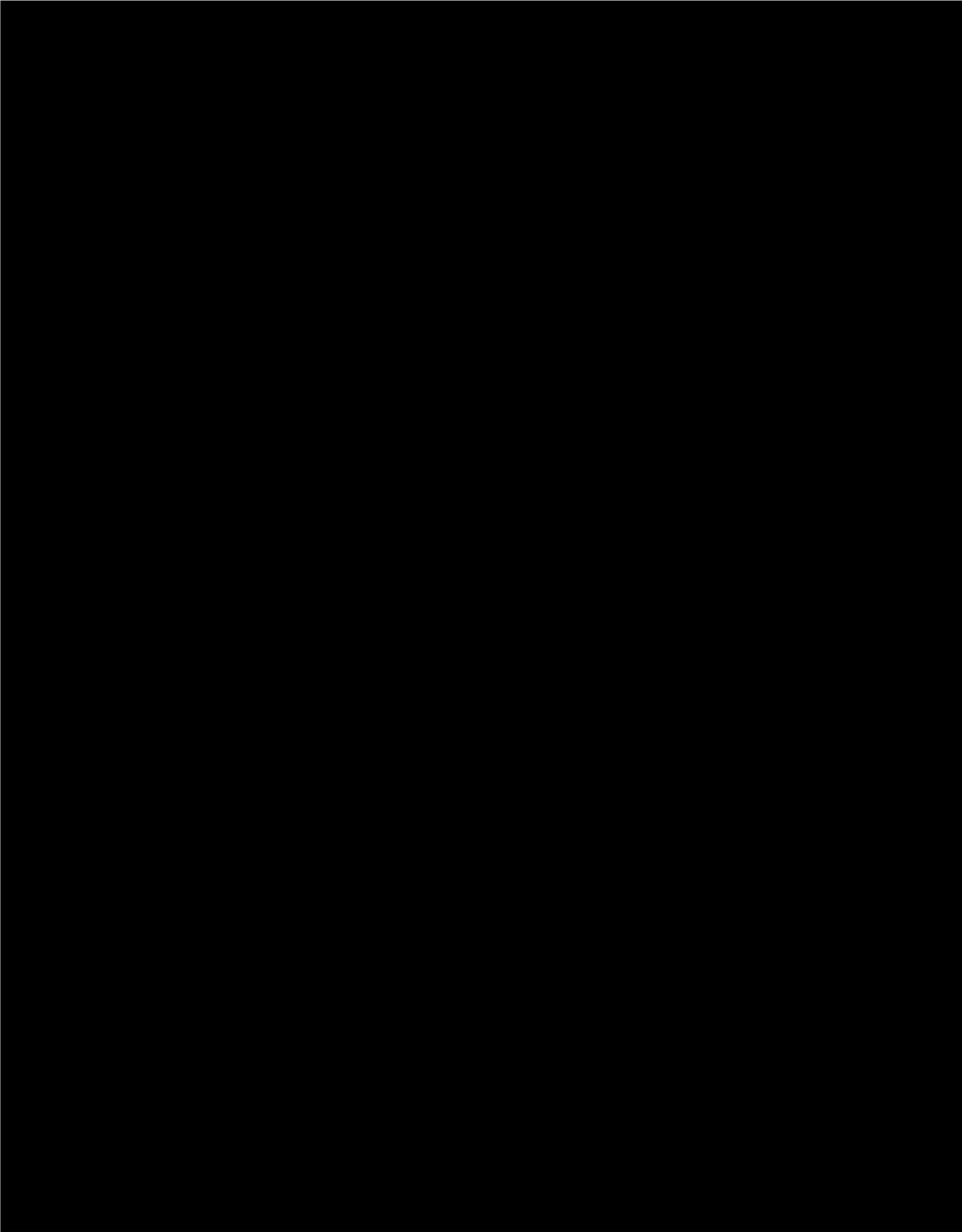


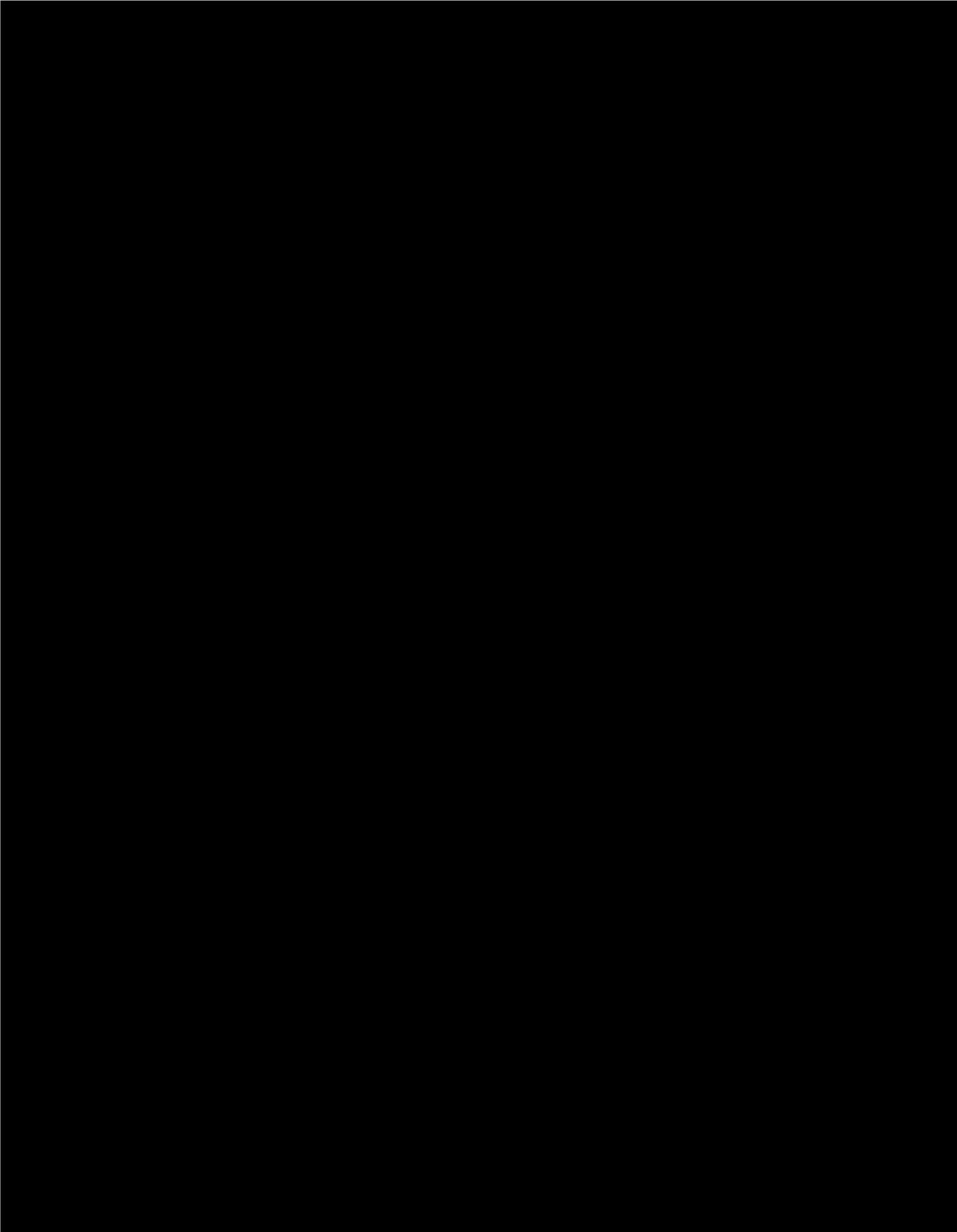


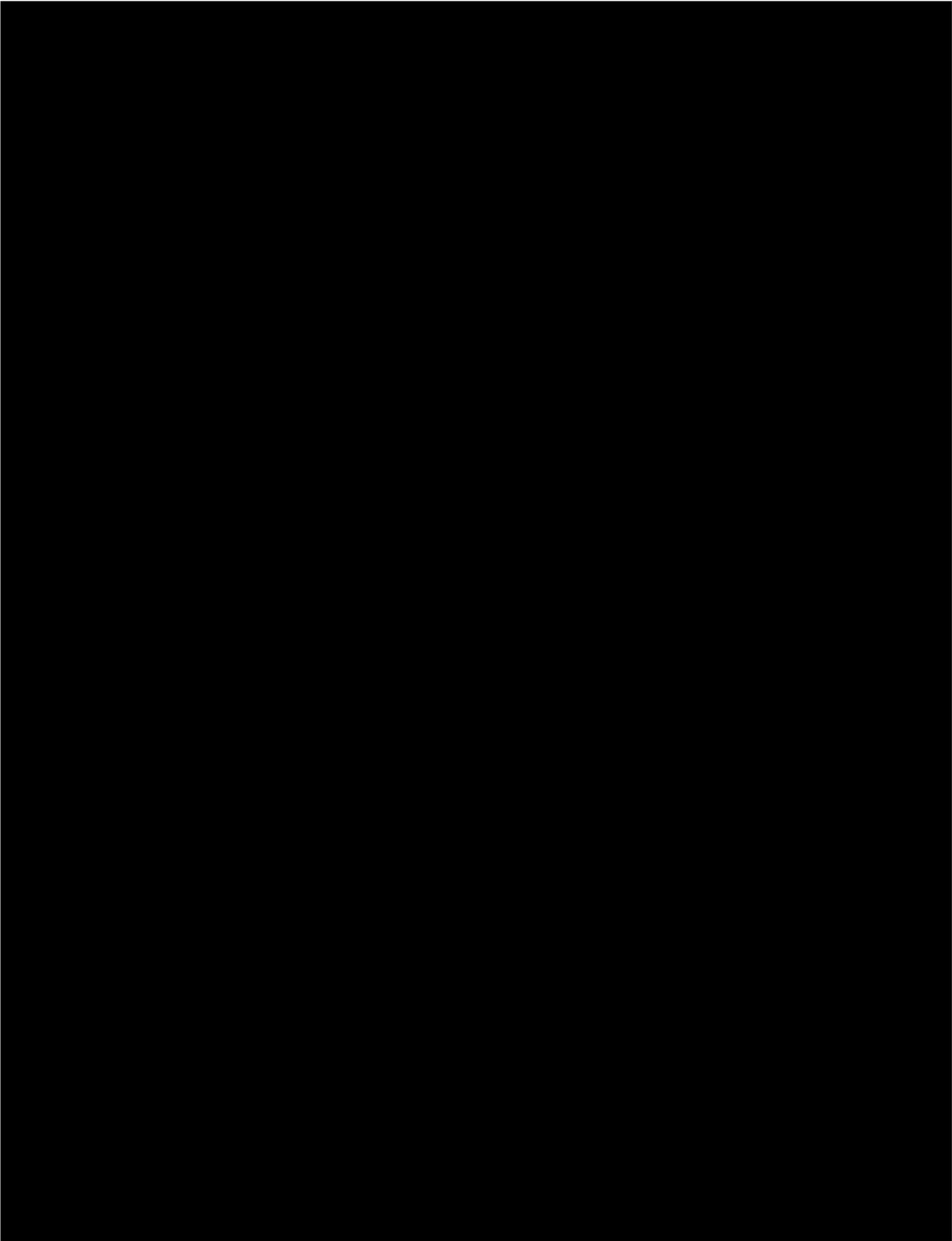


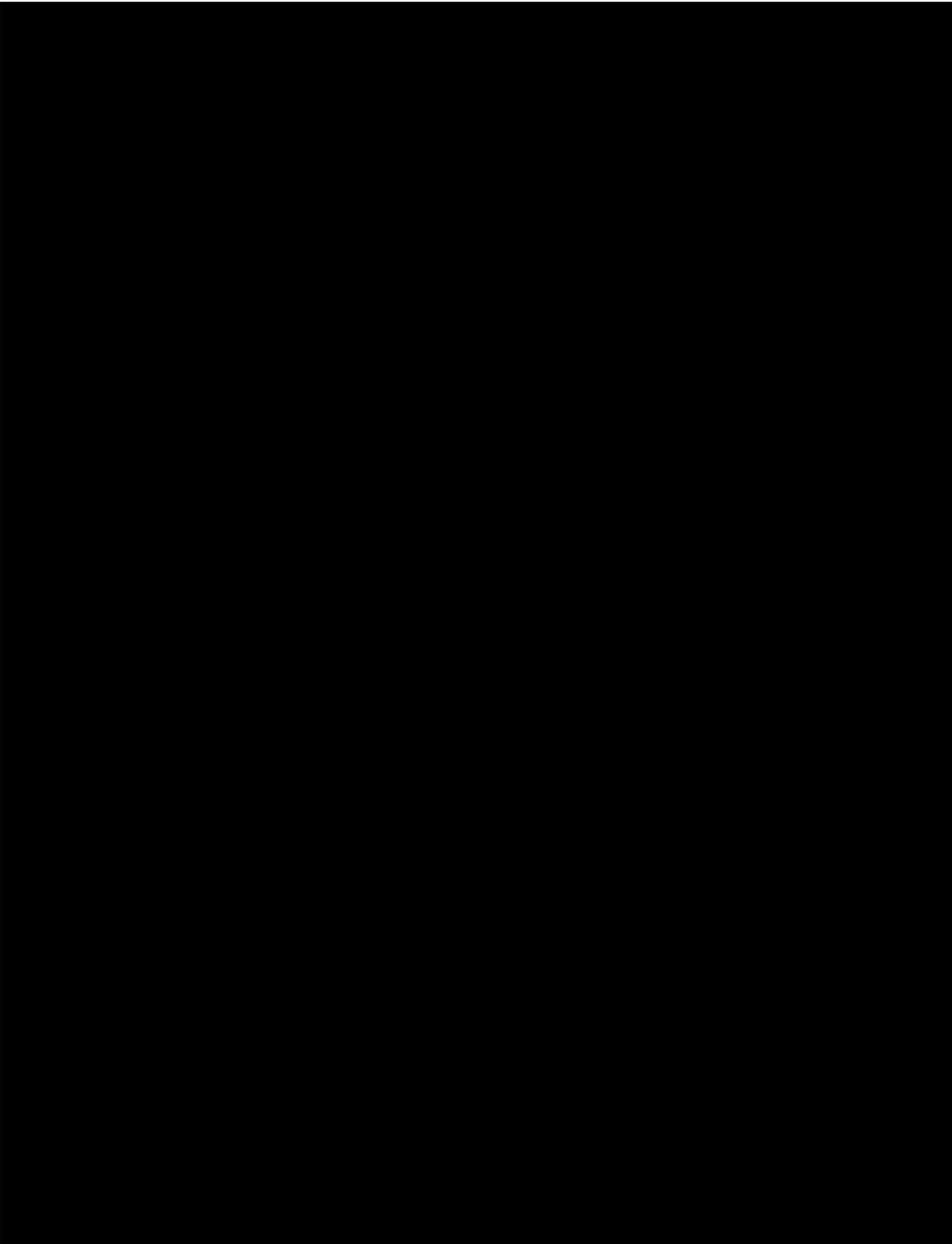


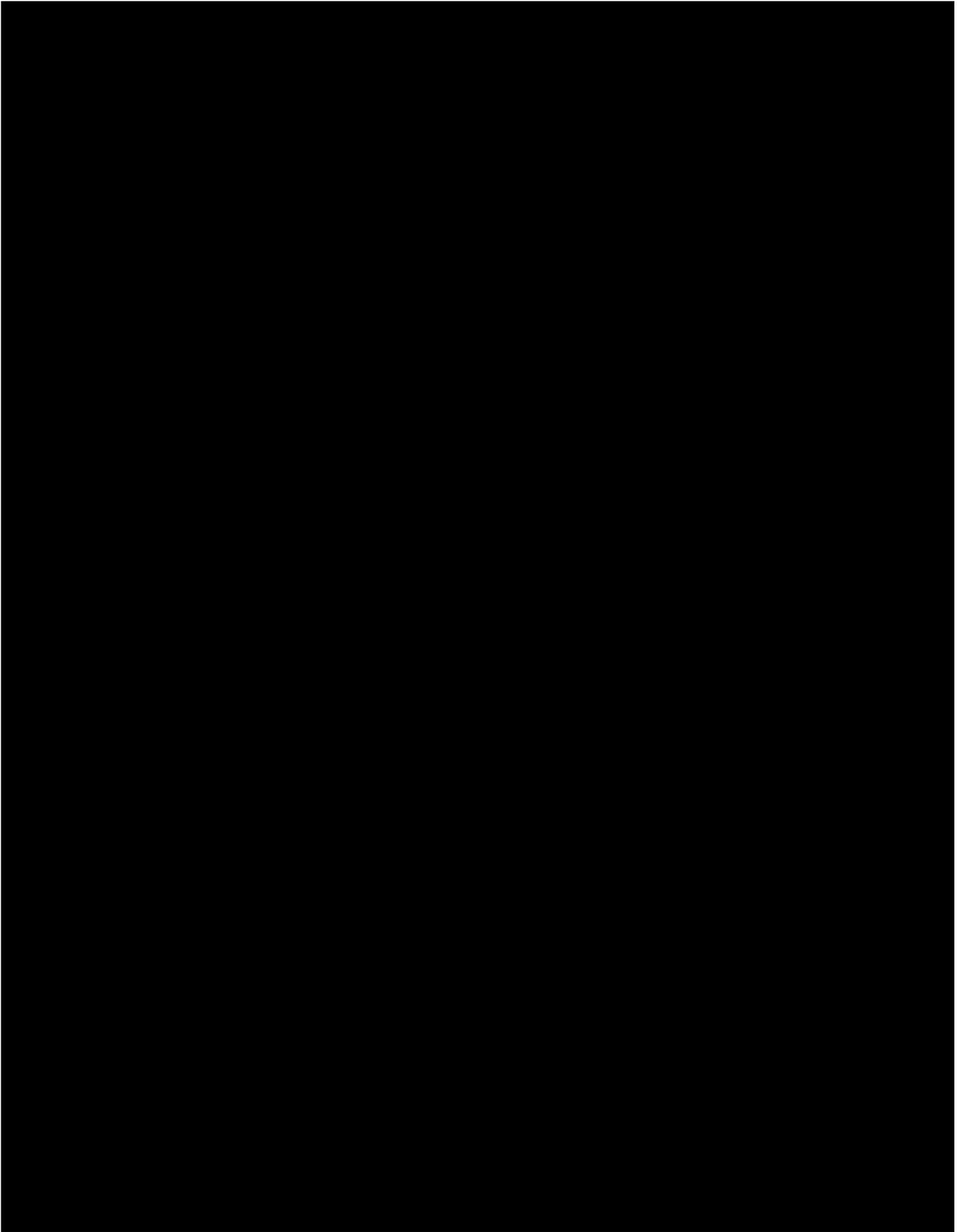


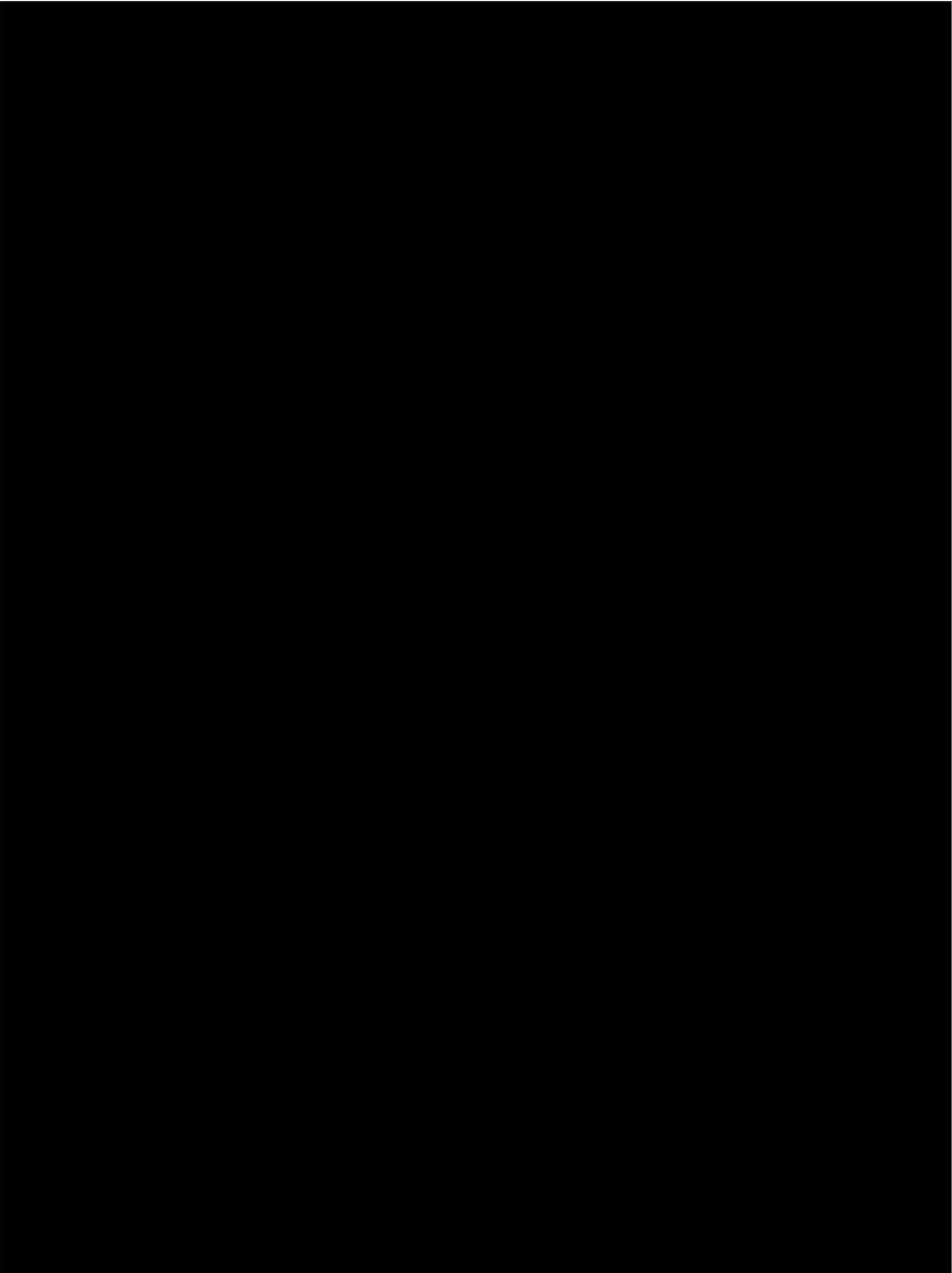


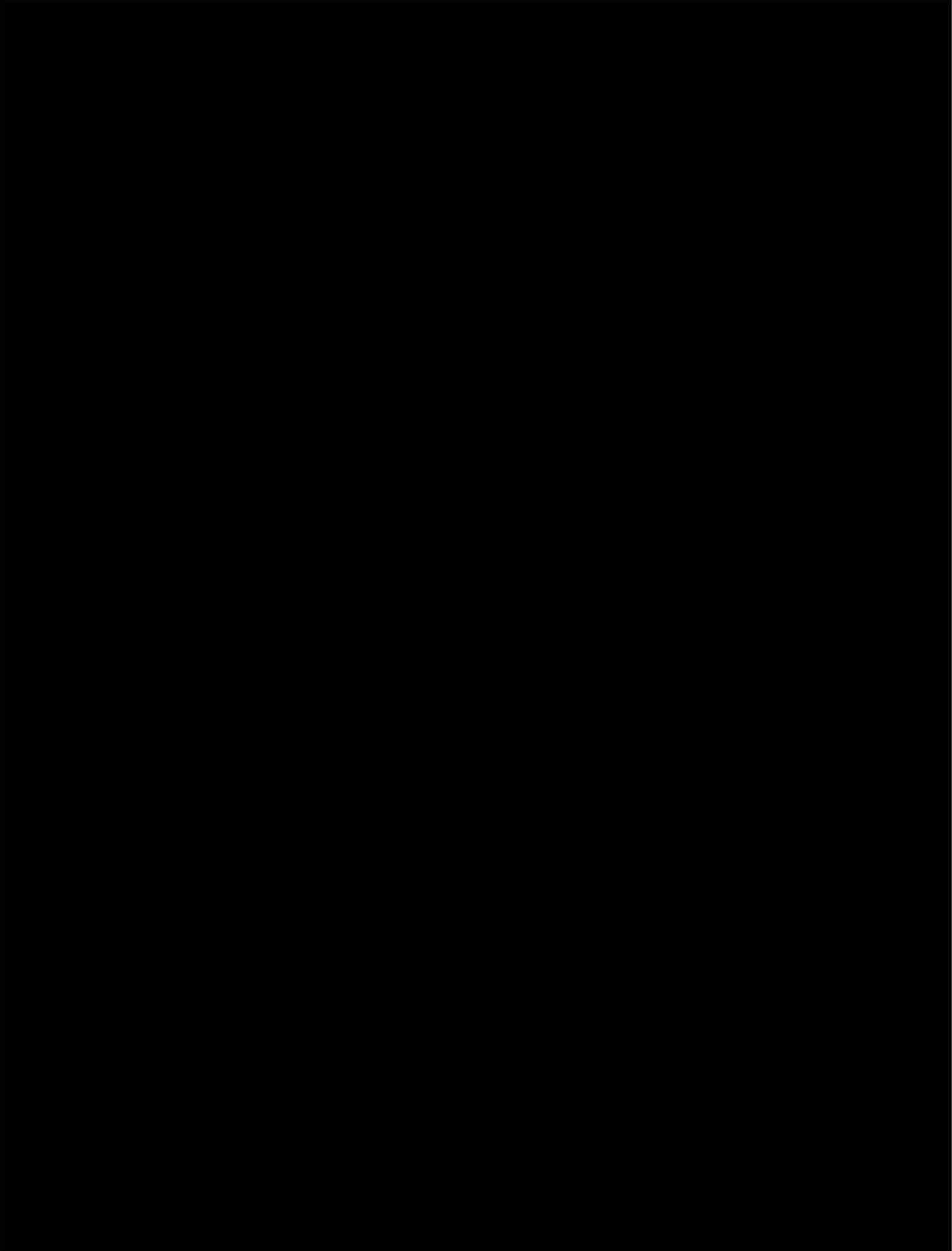


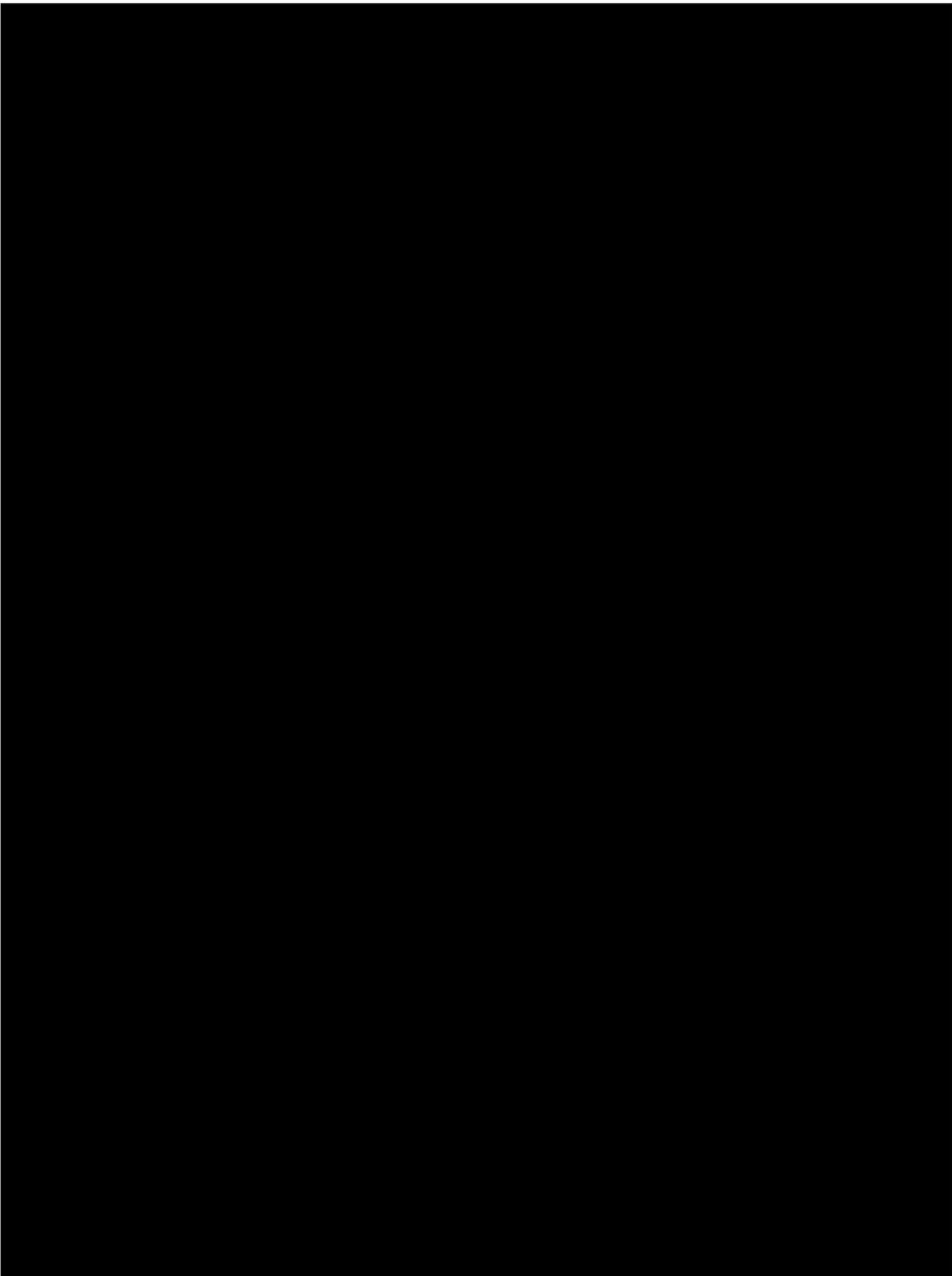


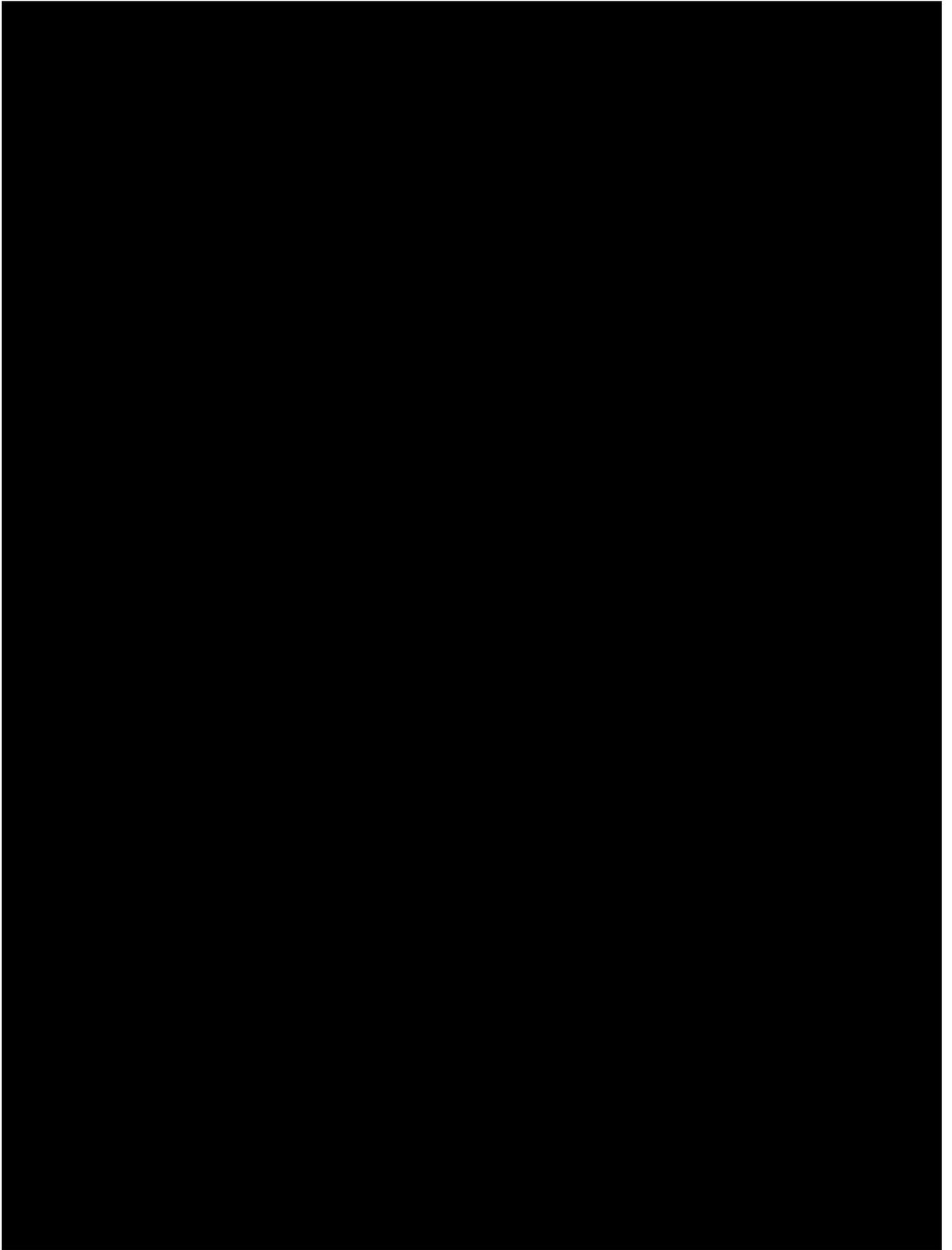


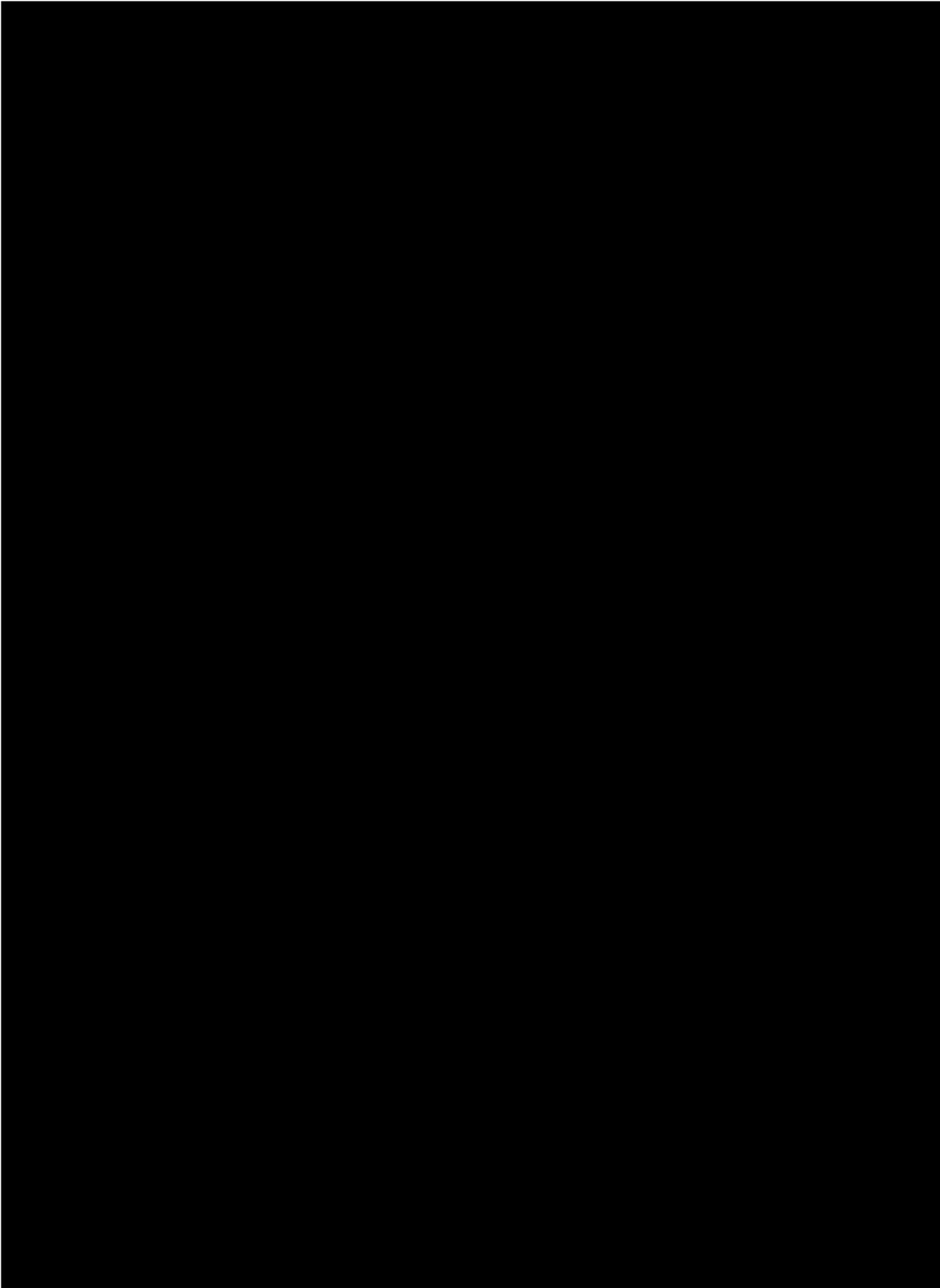


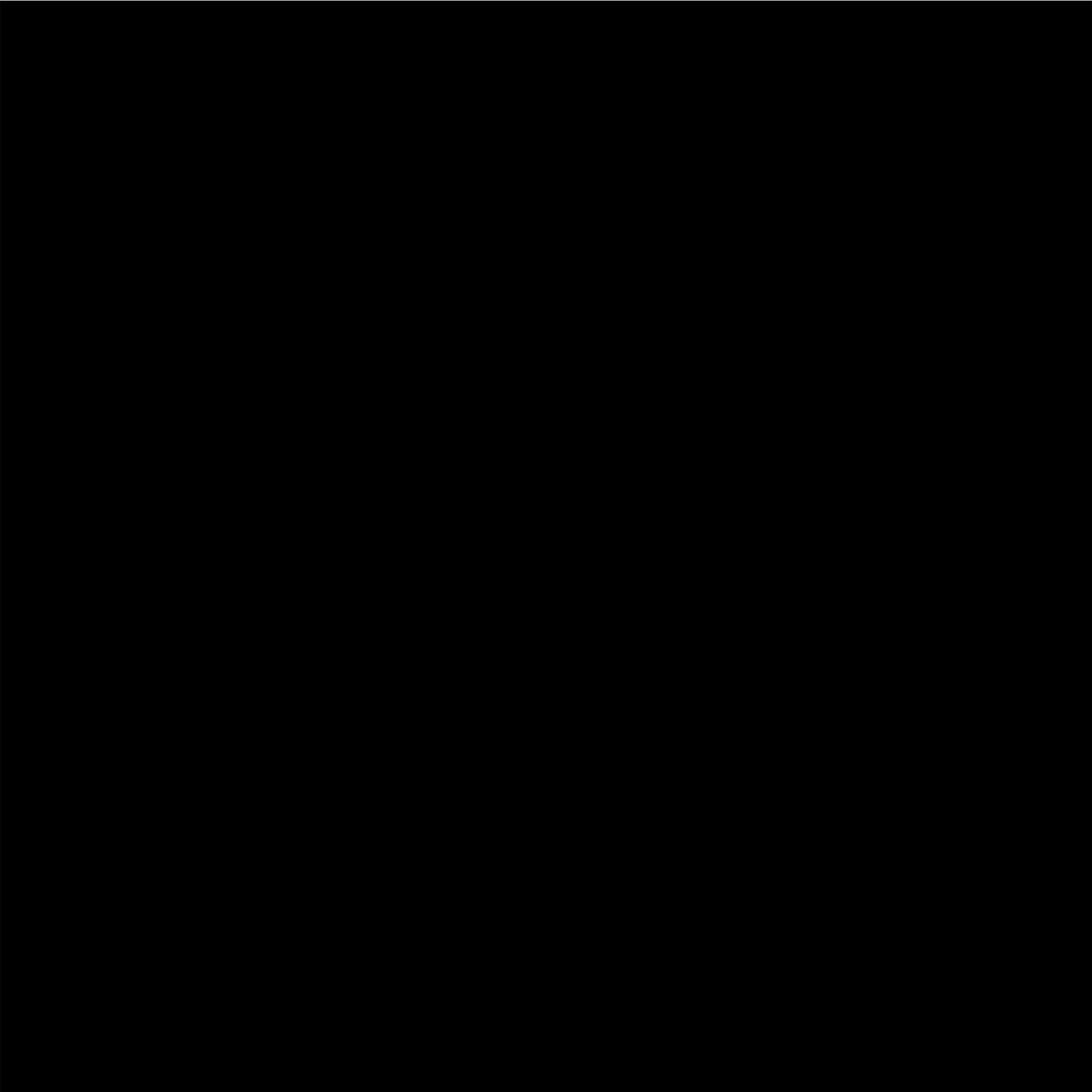


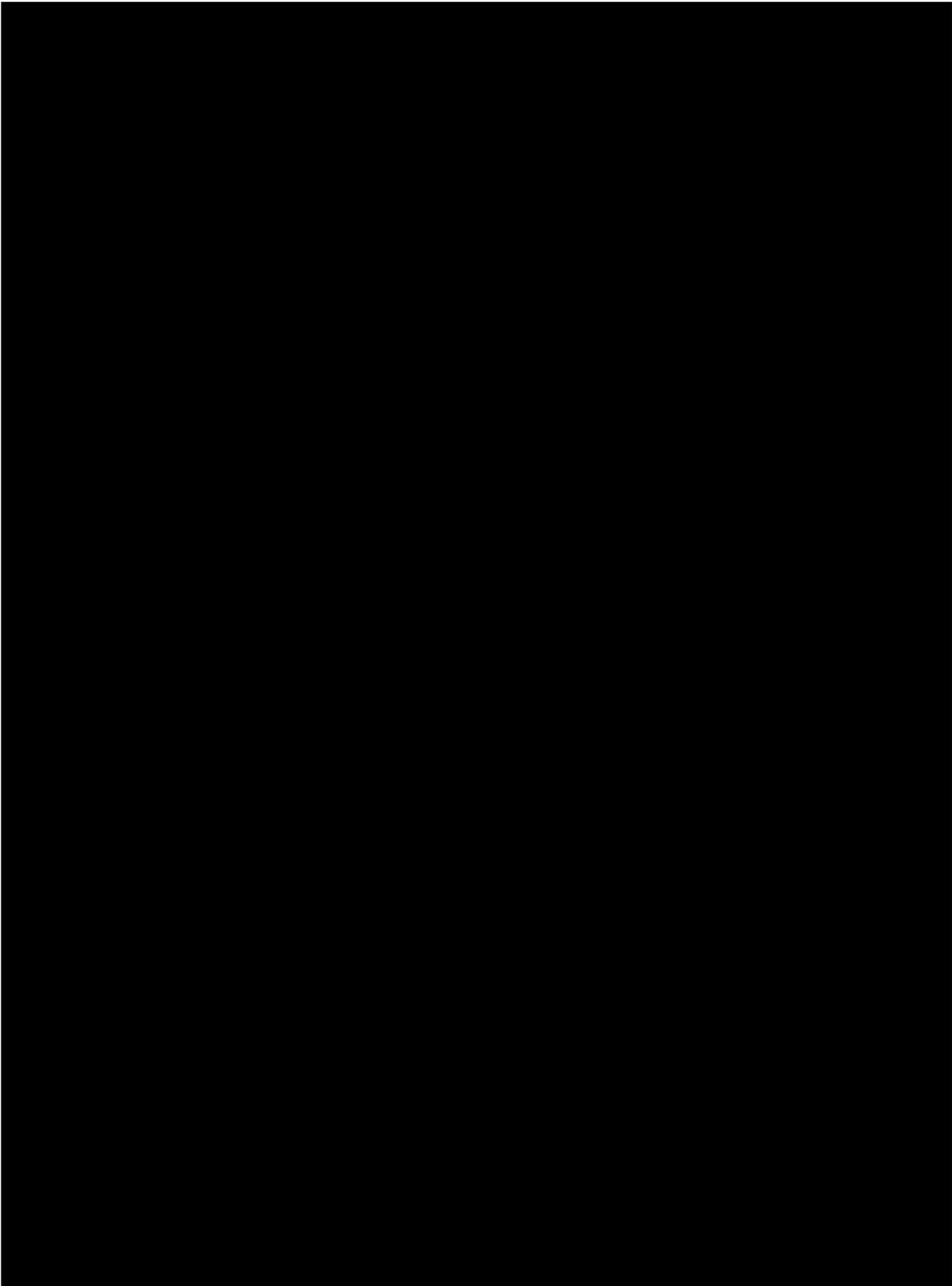




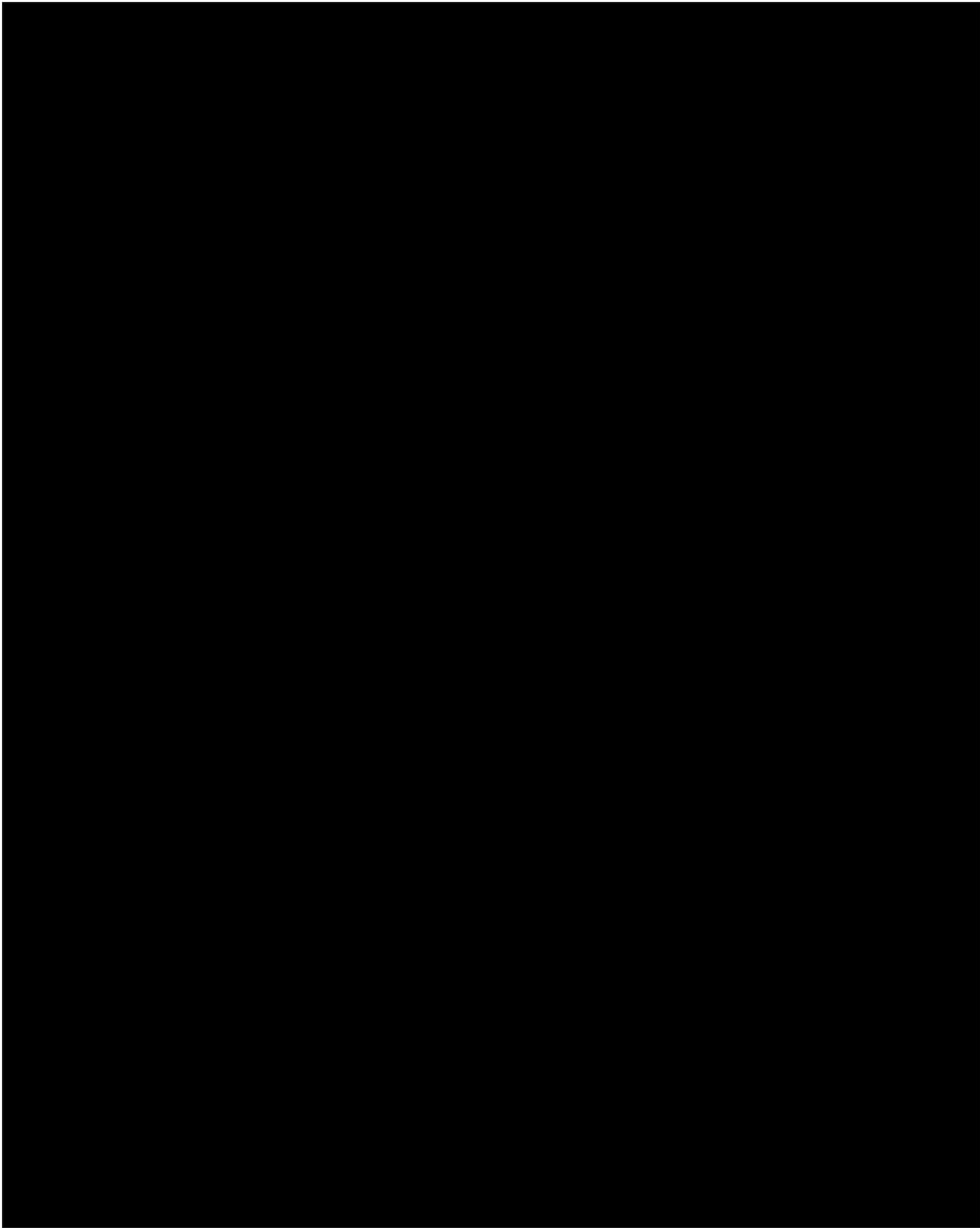


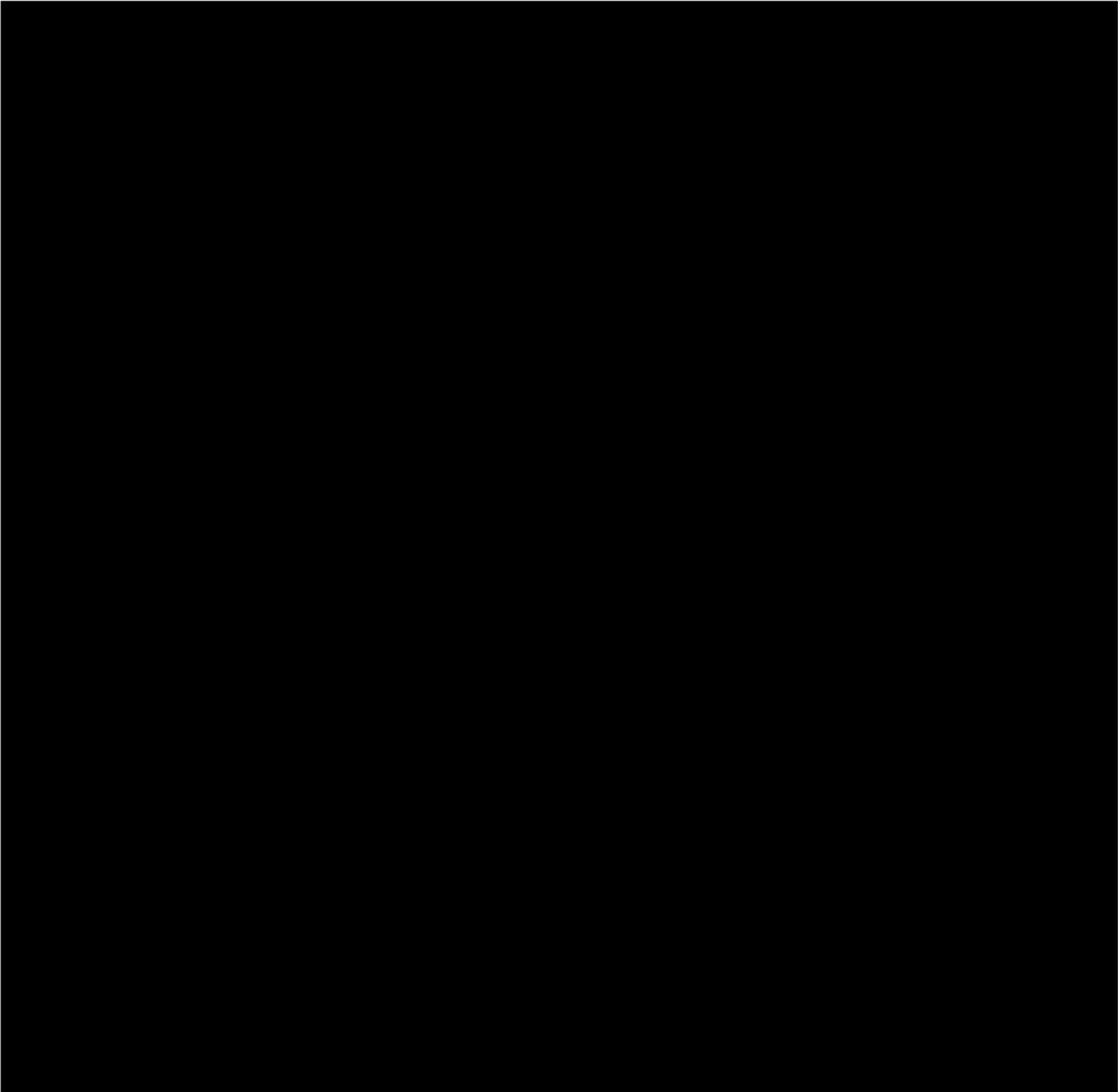






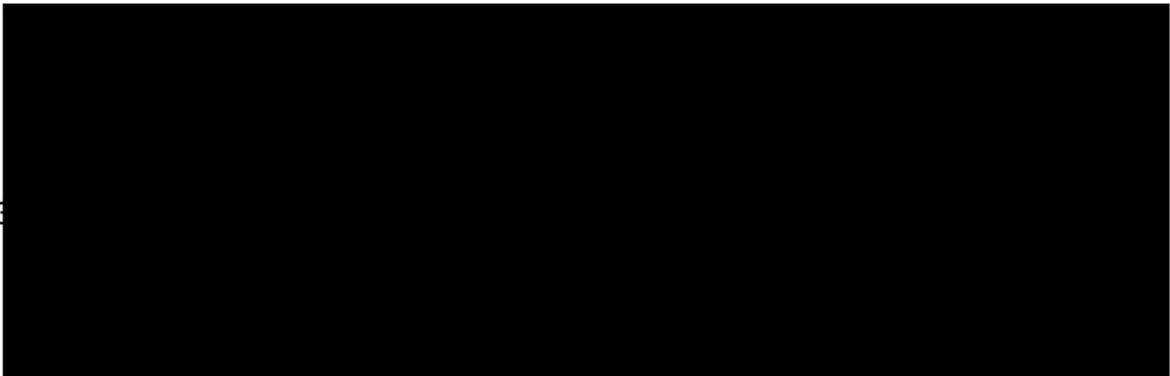




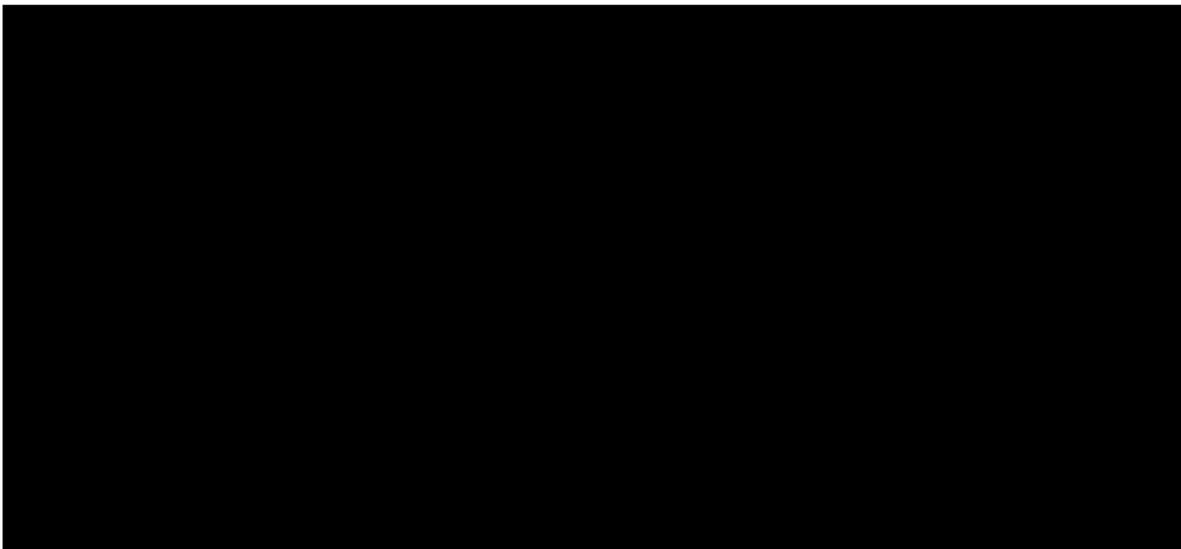


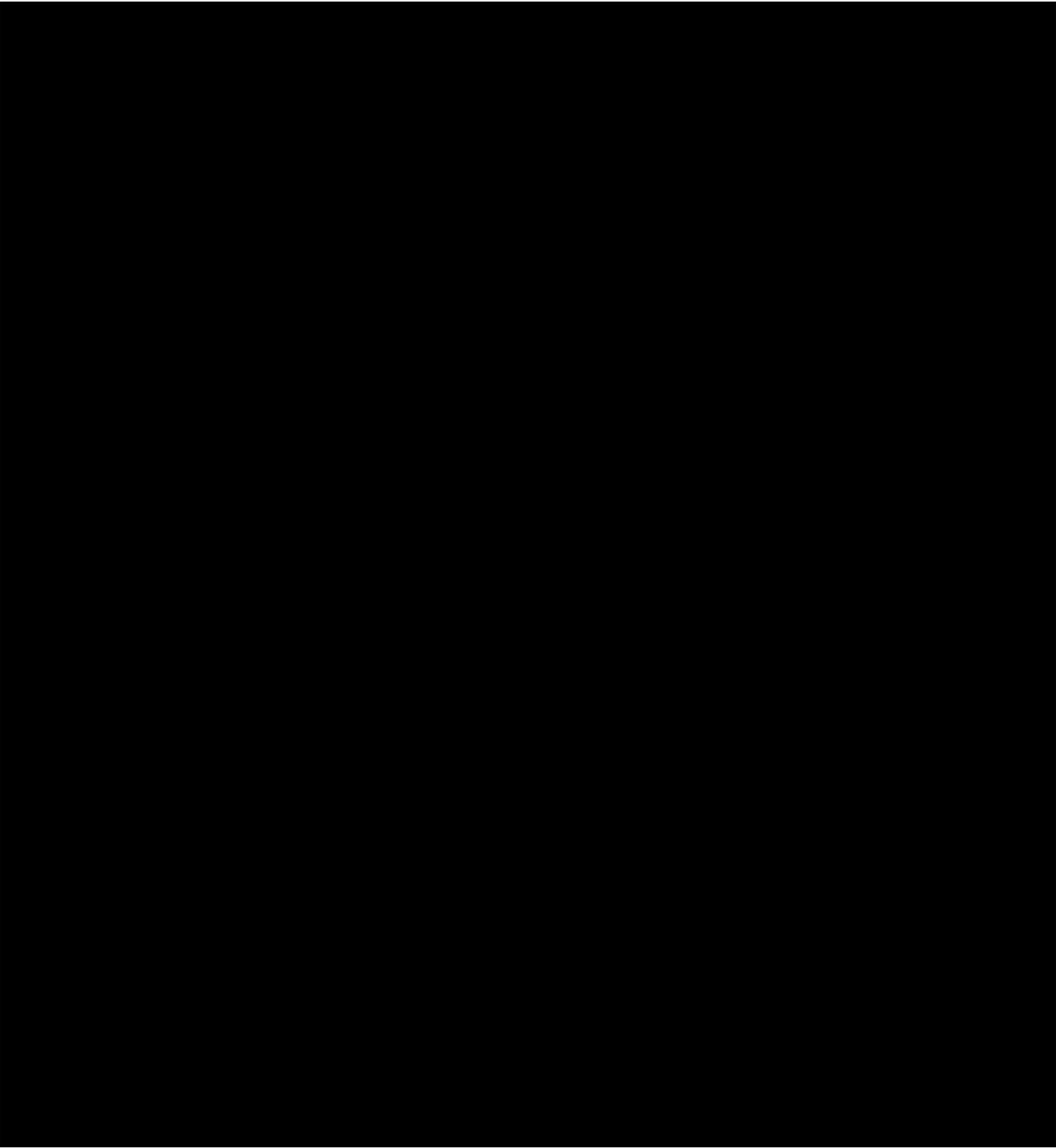
Annex 7 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:



4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

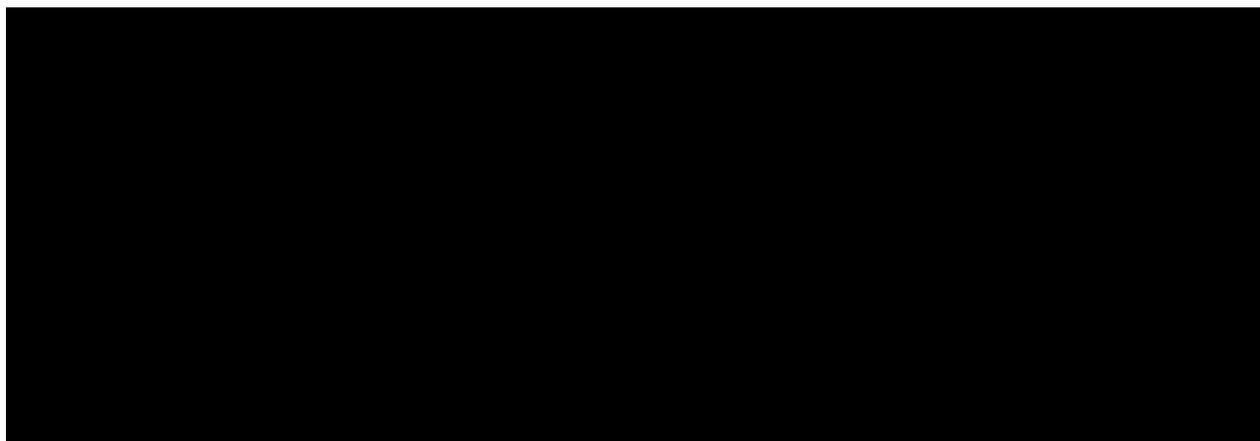




Annex 8 - NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made the 01st August day of 2022 (the "Commencement Date")

BETWEEN:



(each a "Party" and together the "Parties").

WHEREAS:

- (a) The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the "Authority") to provide goods and/or services to the Authority in an agreement dated 25 January 2022 (the "Contract").
- (b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is an employee of the Contractor engaged in the provision of certain goods and/or services to the Authority in support of or in connection with the goods and/or services to be provided by the Contractor under the Contract.
- (c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.

- (d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

Definition and Interpretation

1. In this Agreement:
 - a) “Confidential Information” means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management, information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679); whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;
 - b) “Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a

restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.

3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

CONFIDENTIALITY

6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor's delivery of the goods and/or services under the Contract without the prior written permission of the Authority.
7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.
8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to time for the handling and storage of Confidential Information, generally or for specific items.
9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.
10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings,

and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.

11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.
12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.
14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
 - 14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
 - 14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
 - 14.3 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
 - 14.4 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.

22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.
25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

