



Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for Extended Producer Responsibility Research

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1. Interpretation

1.1 In these terms and conditions:

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

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

“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Contractor in writing;
“Law”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply;
“LED”	means Law Enforcement Directive (Directive (EU) 2016/680);
“Party”	the Contractor or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Processor”	has the meaning given in the GDPR;
“Protective Measures”	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Purchase Order Number”	means the Customer’s unique number relating to the order for Goods to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Contractor to the Customer under the Agreement;

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

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

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2. Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Contractor on receipt by the Customer of the Contractor's notification of acceptance via Bravo within [7] days of the date of the Award Letter.

3. Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Contractor shall:
 - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

4. Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with

clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

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

5. Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Contractor shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

- 5.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:
- 5.7.1 provisions having the same effects as clauses 5.3 to 5.6 of this Agreement; and
 - 5.7.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.7 of this Agreement.
- 5.8 In this clause 5.8, “sub-contract” means a contract between two or more Contractors, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Contractor or the Staff shall be at the Contractor’s risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall vacate the Customer’s premises, remove the Contractor’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Contractor shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.3 If the Contractor supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.

- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Contractor to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Contractor replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,
- and the Contractor shall comply with any such notice.
- 7.2 The Contractor shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and

- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8. Assignment and sub-contracting

- 8.1 The Contractor shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

9. Intellectual Property Rights

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

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

9.3 The Contractor hereby grants the Customer:

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

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

- a. any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement; and
- b. any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

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

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

10. Governance and Records

10.1. The Contractor shall:

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

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

11. Confidentiality, Transparency and Publicity

- 11.1. Subject to clause 11.2, each Party shall:
 - 11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
 - 11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:
 - 11.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 11.2.2. to its auditors or for the purposes of regulatory requirements;
 - 11.2.3. on a confidential basis, to its professional advisers;
 - 11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - 11.2.5. where the receiving Party is the Contractor, to the Staff on a need to know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Contractor's confidentiality obligations under the Agreement; and
 - 11.2.6. where the receiving Party is the Customer:
 - a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;

- b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
- c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
- d) in accordance with clause 12.

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

- 11.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.4. The Contractor shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12. Freedom of Information

- 12.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
 - 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period

as the Customer may reasonably specify) of the Customer's request for such Information; and

- 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Contractor acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Contractor or the Services (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Contractor or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13. Protection of Personal Data and Security of Data

- 13.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Contractor is authorised to do is listed in Schedule 1 by the Customer and may not be determined by the Contractor.
- 13.2. The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 13.3. The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and

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

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

- a. process that Personal Data only in accordance with Schedule 1 unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the Protective Measures), having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;
- c. ensure that :
 - i. the Staff do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);
 - ii. it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - 1. are aware of and comply with the Contractor's duties under this clause;
 - 2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
 - 4. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - i. the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Customer;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- e. at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

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

- a. receives a Data Subject Request (or purported Data Subject Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority;
- e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f. becomes aware of a Data Loss Event.

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

13.7. Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection

with its obligations under this Agreement and any complaint, communication or request made under Clause 13.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

- a. the Customer with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- c. the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Customer following any Data Loss Event;
- e. assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

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

- a. the Customer determines that the processing is not occasional;
- b. the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- c. the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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

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

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

- a. notify the Customer in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Customer;
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and

- d. provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.
- 13.12. The Contractor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 13.13. The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.14. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 13.15. When handling Customer data (whether or not Personal Data), the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.
- 13.16. This clause 13 shall apply during the Term and indefinitely after its expiry.
- 13.17. [Where the Parties include two or more Joint Controllers as identified in Schedule 1, in accordance with GDPR Article 26 those Parties shall enter into a Joint Controller Agreement based on the terms outlined in Schedule [X] in replacement of Clauses 13.1 to 13.14 for the Personal Data in respect of which they are Joint Controllers.]

14. Liability

- 14.1 The Contractor shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 14.2 Subject always to clauses 14.3 and 14.4:
 - 14.2.1 the aggregate liability of the Contractor in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether 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 Contractor; and
 - 14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Contractor be liable to the Customer for any:

- a) loss of profits;
- b) loss of business;
- c) loss of revenue;
- d) loss of or damage to goodwill;
- e) loss of savings (whether anticipated or otherwise); and/or
- f) any indirect, special or consequential loss or damage.

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

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

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

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

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

15. Force Majeure

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

16. Termination

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

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

- 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied;
- 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
- 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
- 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Contractor may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Contractor shall:
 - 16.6.1 give all reasonable assistance to the Customer and any incoming Contractor of the Services; and

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

17. Compliance

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

17.2 The Contractor shall:

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

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

17.3 The Contractor shall:

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

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

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

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

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18. Prevention of Fraud and Corruption

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

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

- 18.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Contractor or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 18.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

19. Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20. General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into

and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21. Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the

address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:

- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22. Governing Law and Jurisdiction

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

SCHEDULE 1 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Customer, who may take account of the view of the Contractor, however the final decision as to the content of this Schedule shall be with the Customer at its absolute discretion.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

Data Processing descriptor	Narrative
Identity of the Controller and Processor	[REDACTED]
Subject matter of the processing	[REDACTED]
Duration of the processing	[REDACTED]
Nature and purposes of the processing	[REDACTED]
Type of Personal Data	[REDACTED]

Categories of Data Subject	[REDACTED]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[REDACTED]

Specification of Services

Aim:

The aim of this project is to analyse and make recommendations for the logistics of two possible approaches to making producers more responsible for the packaging that they place on the market, (Extended Producer Responsibility).

The research will be used, along with other considerations such as consultation responses, to inform the following:

- The preferred operating model for packaging Extended Producer Responsibility (EPR);
- The profile of producer fees and/or deposits that will be taken;
- Other logistical aspects of the EPR scheme roll-out.

Scope:

The two extended producer responsibility (EPR) operating models under consideration, are a refundable deposit system and the charging of 'Placed-on-the-Market' (POM) fees. The project will make recommendations relating to the logistical aspects listed in the 'objectives' section. In doing so, the project will model the impact of different deposit sizes and fee rates on packaging producers and their behaviour, including the impact on their costs and the market prices for their products. These recommendations should be with a view to maximising the environmental benefit for a given cost.

Background:

The current packaging producer responsibility scheme has been in place for 20 years. Whilst it has enabled the UK to meet its EU packaging recycling targets and kept the cost to business of compliance low, it provides little incentive for producers to design for greater re-use or recyclability. At the same time, demand for collected materials is not being stimulated sufficiently, local authorities receive limited financial support for collections, and many people continue to be confused over what packaging can and can't be recycled. There are concerns around the transparency of the Producer Responsibility Note system and that the export of packaging waste is incentivised over retaining the material for reprocessing in the UK.

Stakeholders are calling for change and government has stated its intent that producers should take greater responsibility for the materials and products they put onto the market. EPR is a well-established principle adopted by many countries around the world, across a broad range of products and materials. It places responsibility on producers for the cost of managing their products, once they reach end of their life and gives producers an incentive to design their products to make it easier for them to be re-used or dismantled and recycled at the end of their life.

Defra together with the devolved administrations will be consulting on options for a new system of EPR for packaging. This research concerns two approaches to incentivising producers to design their packaging to be more recyclable and to reduce unnecessary and difficult to recycle

packaging. The work is being commissioned by Defra, however tenderers should assume it will cover the UK:

1. **A fee**, paid by producers of packaging in proportion to the amount placed on the market. This fee would be adjusted (or modulated) for different materials, with the aim of encouraging the use of more recyclable packaging.
2. An alternative model in which a fee is charged for material expected to be collected by Local Authorities. Separately and additionally, this model takes an **up-front deposit** from producers of packaging in proportion to the amount they place on market. This would be redeemable in exchange for evidence that an equivalent amount of packaging has been recycled. Or in the case of unrecyclable material would not be redeemable and thus take the form of a charge. The size of the deposit could vary with the packaging material/format.

Further information on these two operating models will be provided at the outset of the research. Defra will advise on an appropriate categorisation of packaging materials to consider in the analysis.

Objectives:

1. Recommend indicative deposit / POM fee values
 - For the deposits option:
 - Suggest indicative levels for the deposits, and across different types of packaging, that will be required to drive environmental benefits (from changing producer behaviour).
 - At the outset of the research, Defra will provide a number of possible maximum 'ceilings' for the total value of deposits taken across the country. What implications does each ceiling have for the ability of both (a) the deposits to stimulate an increase in packaging reprocessing, and (b) the variation of deposits to drive out use of undesirable materials?
 - Set out the difficulties in setting an optimum deposit for the different packaging types and the risks/impacts of setting them too high or low. Propose how these risks could be reduced / mitigated.
 - Suggest whether deposits should be levied per tonne, per stock-keeping unit, or in some other way.
 - For the purely POM fee option:
 - Suggest indicative fees (and variation thereof), that would be required to accomplish the stated aims: recovering a certain amount of money and shifting production to more environmentally friendly / recyclable packaging;
 - Assess whether there is scope to deter use of certain materials, for a given limit on the total fees charged nationally. At the outset of the research, Defra will give further details of this limit; this may include multiple scenarios of total fees to be charged.
 - Suggest whether POM fees should be levied per tonne, per stock-keeping unit, or in some other way.
2. Appraise the likely impacts of both a deposits approach and a POM fee approach on producers, addressing as a minimum the following questions:

- What are the probable economic impacts of the recommended deposits / POM fees on various producers at different points in the supply chain, (i.e. raw material manufacturers, packaging manufacturers, pack-fillers, and retailers)? This analysis should consider scenarios with a single point of compliance, (most likely to be brand owners or sellers), as well as a scenario that replicates the current system's division of compliance responsibilities;
- What would be the likely impacts on prices for a sample of packaged products?
- How might the behaviour of producers and consumers respond to any changes in prices?
- For given deposits / fees, how likely are producers to change packaging formats to something more recyclable? Similarly, how much of an incentive would it be for waste prevention e.g. adoption of re-useable packaging?
- What opportunities are there for any players to commit fraud within a deposits or POM fee system? How can we avoid these?
- For the deposits system:
 - How close to the deposit value will re-processors be likely to charge for the evidence?
 - To what extent can a given set of deposits be expected to drive reverse logistics?
 - Does taking a deposit up front, rather than paying a POM fee, affect the distribution of the impact across producers of different size?
 - Where might we expect the extra income raised from the sale of evidence to flow to and what are the likely short- and long-term implications for others in the waste management sector, (e.g. materials recovery facilities, transfer stations, private collection companies, local authorities, residual waste treatment/disposal facilities) of this additional income?

3. Assess operational and administrative aspects of both a deposits approach and a POM fee approach;

- For a deposits system:
 - How often should a deposit be collected? What would be the implications of collecting it more / less frequently?
 - How long should deposits be 'valid' for?
 - What are the major logistical barriers to an effective deposits EPR approach, (along the lines described in the consultation document) and how can these be overcome?
 - What are the benefits of a deposit over an equivalent fee paid later, (upon failing to supply the evidence)?
 - To create and run an effective deposits system, what are the likely administrative costs to producers, waste management companies, government, a scheme administrator and any other key players such as regulators?
- For a POM fee system:
 - What are the major logistical barriers to an effective modulated POM fee approach (along the lines described in the consultation document) and how can these be overcome?
 - To create and run an effective modulated fee system, what are the likely administrative costs to producers, waste management companies, government, a scheme administrator, and any other key players?

Methods:

This research should use novel data. Defra would expect the successful tenderer to collect the necessary data to answer the questions outlined in the 'objectives' section above. Rich and deep insights from focus groups and interviewing is likely to be valuable. Defra will also expect analysis of economic data and statistics on the relevant sectors, in order to present findings representative of the national picture. For example, scenarios of possible behavioural changes should be explicated, informing economic modelling undertaken by the bidder, in order to reflect the overall impact within the wider economy.

Engagement with industry is encouraged. If, when considering how meticulous this engagement could be, bidders envisage a range of possibilities, then they are welcome to present a number of options in their bid. These options should include the cost and detail on what would be included / excluded under the different options.

All analysis is expected to meet the principles laid out in the [AQUA book](#) and be subject to rigorous quality assurance. In particular:

- Defra should be consulted on and informed of risks and uncertainties surrounding the analysis;
- Uncertainty should be quantified where possible;
- Where relevant, spreadsheet best practice should be employed. E.g.;
 - Separation of inputs, calculations and outputs
 - Separation of calculations into composite steps to avoid overcomplicated cell formulae
 - Clear labelling including a colour coding scheme, (Defra can recommend a scheme if needed)
 - Error traps and graphs of values from intermediate calculations to check results
- Assumptions and data sources should be made clear;
- Version control system should be used and documented for reports and analysis files;
- Quality assurance activity should be documented.

Audience:

The report will be used by a mixture of analytical and policy professionals. Defra recommend separating most of the technical details relating to the methodology into a technical annex, with the main report addressing the questions in the 'objectives' section above.

Deliverables and Timetable

<i>Inception Meeting</i>	Inception meeting with the project steering group and supplier.	w/c 27 th March 2019
<i>Progress updates</i>	Fortnightly teleconference/phone call to update the Defra Project Officer on progress, with steering group participation if required technically. E-mail update on progress to be provided to the Defra Project Officer 24 hours before each fortnightly teleconference.	Fortnightly or as issues arise
Deliverable 1 <i>Interim Report</i>	An interim report should be produced at the point where all (or most) of the raw data has been collected. It should summarise the data that has been collected and also lay out any difficulties encountered in collecting the data, including the possible impacts on the rest of the project.	w/c 3 rd June 2019
<i>Steering group meeting</i>	Project steering group face-to-face meeting, to discuss the progress to date as outlined in the interim report.	w/c 10 th June 2019
Deliverable 2 <i>Draft final report</i>	Draft final report to include all outputs: the recommended categorisations, the fees under a range of scenarios and responses to other questions outlined in the objectives above. Accompanying this report, there should be a presentation of the findings to Defra staff in London. To be provided by e-mail to the Defra Project Officer and steering group.	w/c 29 th July 2019
Deliverable 3 <i>Final Report</i>	Final report, incorporating comments from the steering group on the draft report. Should be accompanied by all relevant data sets in an agreed format. To be provided by e-mail to the Defra Project Officer and steering group.	30 th August

Financial Arrangement: The Contractor will be paid by invoice following satisfactory completion of deliverables 1 and 3 as set out above.

Eunomia Research & Consulting Responses

E01 – Understanding of the Specification Requirements

Most authors attribute the origins of the concept of producer responsibility to the Swede, Thomas Lindhqvist, who proposed that as a means to reduce the life-cycle impact of products and packaging, manufacturers ought to be responsible for the entire life-cycle of the product and in particular, for the take-back, recycling and final disposal of the product.

This concept has gained broad acceptance among, for example, OECD countries, and in the years since Lindhqvist's work in the early 1990s, although implementation has varied significantly across OECD member countries. Within the European Union, a range of so-called producer responsibility Directives have been developed. These set the framework for a legislated form of producer responsibility (most North American schemes remain more voluntaristic and industry-led).

The first such Directive was the Packaging and Packaging Waste Directive, which the UK transposed into law through the Producer Responsibility Obligations (Packaging Waste) Regulations (now with some specific pieces of legislation across the devolved administrations). The Directive made no clear stipulation regarding the extent to which producers should be made financially responsible for the end of life management of packaging waste. The UK's system – based on a system of tradable compliance credits (packaging recovery notes (PRNs), and packaging export recovery notes (PERNs)) – leads to a situation where the amount that producers are required to pay varies from year to year, usually reflecting the ease with which targets that have been set for a given year can be met, based on previous year's performance. As the resources and waste strategy indicates, this has been a fraction of the cost of managing waste.

In the amendment to the Packaging and Packaging Waste Directive (2018/852/EC), Article 7(2) states:

Member States shall ensure that, by 31 December of 2024, extended producer responsibility schemes are established for all packaging in accordance with Articles 8 and 8a of Directive 2008/98/EC.

Article 8a of Directive 2008/98/EC (as amended by Directive 2018/851/EC) states, in turn:

4. Member States shall take the necessary measures to ensure that the financial contributions paid by the producer of the product to comply with its extended producer responsibility obligations:

(a) cover the following costs for the products that the producer puts on the market in the Member State concerned:

- costs of separate collection of waste and its subsequent transport and treatment, including treatment necessary to meet the Union waste management targets, and costs necessary to meet other targets and objectives as referred to in point (b) of paragraph 1,

taking into account the revenues from re-use, from sales of secondary raw material from its products and from unclaimed deposit fees,

— costs of providing adequate information to waste holders in accordance with paragraph 2,

— costs of data gathering and reporting in accordance with point (c) of paragraph 1.

This indicates a requirement to cover, in essence, the costs of recycling, net of revenues generated from the sale of materials. The Directives do not specify how this calculation should be undertaken, although Article 8(a) 4(c) states that MS should require that financial contributions:

do not exceed the costs that are necessary to provide waste management services in a cost-efficient way. Such costs shall be established in a transparent way between the actors concerned.

Eunomia is currently engaged by DG Environment to develop Guidance on this matter. It is our understanding that the concept of ‘full net cost recovery’ should, at least, extend to the scope suggested by Article 8a(4)(a) above. However, Article 14 indicates the potential to go further than what is described above, and indeed, the latest text of the Directive on the reduction of the impact of certain plastic products on the environment (commonly referred to as the Single Use Plastics Directive) requires that the following be covered for a range of items, some of which are packaging:

(b) the costs for the collection of waste of those products discarded in public collection systems, including infrastructure and its operation, and its subsequent transport and treatment;

(c) the costs to clean up litter of those products and its subsequent transport and treatment.

Prior to the launch of its resources and waste strategy, Defra announced its intent to respect the content of these Directives: now that the strategy has been published, this makes clear the following (which align with the intent of Article 8a of the amended Waste Framework Directive):¹

Producers bear the full net cost of managing their products at the end of their life, including impacts on the environment and society so that objectives and targets are met.

Modulated fees or other measures are used to encourage producers to make more sustainable design, production and purchasing decisions in line with the waste hierarchy and our resources and waste priorities. For example, producers may pay a lower fee for products which are easy to reuse, repair or recycle and a penalty for those that are not.

Schemes are designed and implemented to make it easy for consumers to play their part, whether through their choices at point of purchase, during ownership of a product, or at the end of its life

Specifically in relation to packaging, the strategy states that the following will be addressed:

□ Producers fund the management of packaging at the end of its life. Subject to consultation, this may include: collection, recycling, disposal, reduction of littering and fly-tipping, communications, data collection and reporting, compliance monitoring and enforcement.

This suggests that full net cost recovery could be narrower or broader in scope, but the costs would be net of material sales, or revenues from unclaimed deposit fees.

It is clear that adapting the UK system to ensure that the revised approach respects the principles set out in the Directives, and in the resources and waste strategy, will represent a fairly radical overhaul of the system. Producers will be required to increase the contributions they make to the funding of the system, though presumably, most will pass these costs through to their consumers to the extent that the nature of demand allows this to occur. UK policy is generally evidence-based, and founded on the assessment of impacts of alternative policies: in this case, the alternative approaches being considered are not entirely straightforward to analyse as the market for packaging covers a very large number of packaging formats, across materials, with the packaging itself having varying levels of functionality.

It is also worth recognising that whilst Defra has a remit for developing policy on packaging, HM Treasury takes the lead on matters of taxation. The Autumn Budget committed to:

a tax on the production and import of plastic packaging from April 2022. Subject to consultation, this tax will apply to plastic packaging which does not contain at least 30% recycled plastic, to transform financial incentives for manufacturers to produce more sustainable packaging

In reviewing the case for the measures being considered (see E02), it will be important to understand the interaction of this measure with the ones being proposed for the simple reason that the objectives overlap. Similarly, the Secretary of State has announced his intention to introduce a deposit refund scheme for beverage containers. The likely design of this instrument also needs to be taken into account (the deposit scheme proposed in the study is quite different to the one previously announced by the Secretary of State).

This does highlight one of the issues confronting Defra as it formulates policy in this region, notably, that other government Departments have an interest in what happens. The reforms to packaging policy being considered will affect the majority of businesses and consumers, as well as local government, and it may have implications for the roll-out of the government's industrial strategy, and the linked clean growth strategy. In short, decisions

regarding 'waste' have the capacity to touch the lives of everyone, and they attract considerable media attention. It is important, therefore, to take the right decisions for our future.

1 Defra (2018) Our Waste, Our resources: A Strategy for England, 2018.

E02 – Methodology

Our understanding of the project is that it is to inform changes to the existing approach to implementing the Packaging and Packaging Waste Directive (PPWD) in the UK. Currently, the UK relies upon the use of a system of tradable compliance credits, which Eunomia has analysed in previous work for Defra.¹ As noted in E01, this system is not compliant with the amendments to the Directives on Waste (2018/851) and on Packaging and Packaging Waste (2018/852) which were published in the Official Journal of the EU on June 14 2018. As noted in E01, Defra's resources and waste strategy makes clear intentions to align with these, and potentially, to go beyond the requirements.²

It adds that it will ensure, in the revision of the existing Regulations, that the following will be addressed:

- Measures incentivise the reduction of unnecessary and difficult to recycle packaging, the production of packaging that can be recycled, and the recycling of packaging back into the same or similar products provided there is no conflict with other policies such as food hygiene requirements.
- Producers fund the management of packaging at the end of its life. Subject to consultation, this may include: collection, recycling, disposal, reduction of littering and fly-tipping, communications, data collection and reporting, compliance monitoring and enforcement.

Reflecting this, this project is to inform (alongside considerations such as consultation responses):

- The preferred operating model for packaging Extended Producer Responsibility (EPR): two options are under consideration, a refundable deposit system and the charging of 'Placed-on-the-Market' (POM) fees;
- The profile of producer fees and/or deposits that will be taken (in the spirit of fee modulation);
- Other logistical aspects of the EPR scheme roll-out as listed in the 'objectives' section of the ITT.

Key Considerations

The ITT indicates a range of objectives, but also, a number of – as yet unknown – constraints. For a given level of revenue generation, there are, in principle, a more or less infinite number of permutations of fees which could generate a given level of revenue. The

term 'recyclable' is widely used in the ITT, but it is nowhere defined: yet in principle, most things are recyclable if enough money is available to spend to recycling them. There is a clear trade off at the heart of this work between the desired quantum of revenue generation, and the extent to which a given package is likely to be recycled: producers might be happy to pay more to ensure a given format of packaging can be recycled if the alternative would be to have that format excluded from the market (either explicitly, or implicitly through the level of fees applied).

Approach

The methodology described here is designed to meet the requirements of the ITT. Some outstanding matters, however, remain to be resolved at the Inception Stage.

1. Inception Stage

All Eunomia's projects begin with an Inception Stage. In this case, we anticipate this will acquire additional significance since some key issues remain outstanding from the ITT (and clarifications). The ITT proposes two options that are to be considered. The simpler, POM fee option is described as:

A fee, paid by producers of packaging in proportion to the amount placed on the market. This fee would be adjusted (or modulated) for different materials, with the aim of encouraging the use of more recyclable packaging

1 Eunomia (2015) Evidence on the U.K. PRN/PERN System: Briefing Notes, Reports to Defra, June 2015.

2 Defra (2018) Our Waste, Our resources: A Strategy for England, December 2018.

The ITT requires this work to 'suggest indicative fees (and variation thereof), that would be required to accomplish the stated aims: recovering a certain amount of money and shifting production to more environmentally friendly / recyclable packaging.' In principle, there are two elements to this work:

- 1) Discovery of the overall level of revenue to be generated; and
- 2) The manner in which the fees are to be modulated: this would cover the number of formats to which a specific fee is attached (how many discrete packaging types should be considered?), the level at which the fees are applied to each of these types, and the basis for varying the fee (the ITT proposes weight, or – less obviously in our view - stock-keeping unit (SKU)).

The first of these is rendered quite uncertain in the ITT since the requirement for revenue generation is stated no more clearly than 'recovering a certain amount of money'. We have explained in E01 our understanding of the term 'full net cost recovery': this concept does not, though, lead to a unique definition. The same applies in the deposits model, where the POM fee is to be restricted (apparently) to fees related to material 'expected to be

collected by Local Authorities': this does not, though, determine what these fees are expected to cover, and hence, the 'additional work' that the deposits are required to do. In principle, the higher the fees, and the more comprehensive the service that is developed using the revenues, then the less work there may be for a deposit to do, especially in respect of recyclability. We expect these matters to have been considered by Defra by the point of Inception, given that the ITT indicates that Defra will propose limits on revenues from the POM fees (POM option), and on the maximum level of revenues to be derived from deposits. No modelling, therefore, is proposed to establish such levels.

Another matter that deserves attention at the Inception meeting is the intended use of unredeemed deposits: the ITT refers to these as 'charges', Article 8a of the Waste Framework Directive considers that 'net costs' are to be considered as net of, inter alia, 'unclaimed deposit fees'.

2. Operational and Administrative Aspects

Although the ITT considers this as a final step, we believe aspects of this Task deserve to be considered upfront: after all, there would be little point modelling a theoretically interesting approach if, in practice, it could not be implemented as it was modelled. Most of the questions in the ITT under the third set of Objectives lead logically to considerations of design. We believe it makes sense to consider these early on as they will influence the modelling and analysis (and the associated administrative costs). Informed by the ITT Objectives, we will clarify design considerations to agree the two schemes to be developed.

3. Review of Possible Approaches to POM Fees and Deposits

This phase would consider the possible bases for setting POM fees and deposits, consistent with the objectives of the study. Eunomia is already undertaking work of this nature for DG Environment and consulting with Member States, producer responsibility organisations, producers and other stakeholders from across the EU. Some work has already been done here, whilst three Member States – France, Italy, and now, Germany - already modulate some of their packaging fees. We will have insights from France and Italy as to the effect of these at the time of commencement of this work.³

4. Identification of Key Issues in Respect of Recyclability / Environmental Impact

It is well understood that there are packages which are not widely recycled: multi-layer flexible plastic packaging is unlikely to be recycled, for example, where the layers are made from different polymers. Industry has been keen to highlight the potential role that could be played by chemical recycling, but (so far) such processes rely on a relatively clean input stream which would require the packages to be sorted in the first place. The term 'recyclable' is not defined in the ITT, but our experience in (trying to) define the term is that it makes relatively little sense to do so without reference to whether the packaging type actually is recycled (and this matter generally reduces to one of cost). This point is important for the study:

3 E. Watkins, S. Gionfra, J-P. Schweitzer, M. Pantzar, C. Janssens and P. ten Brink (2017) *EPR in the EU Plastics Strategy and the Circular Economy: A focus on plastic packaging*, 9 November 2017.

if cost recovery fees enable the development of a high quality infrastructure, then more packaging is likely to be recycled, even without a change in format.

We intend to highlight those packages and formats which pose most problems for the recycling system (see Step 7 below). We will do this through speaking with businesses from both the UK and the EU who are able to comment with authority on the extent to which packages of specific formats are, or are not, recycled. Elaboration of the more problematic types of packaging will inform the analysis of 'potential switches' to be undertaken. We intend to confirm these packaging formats through a workshop (our budget is based on Defra hosting this workshop and associated refreshment costs) with representatives of the supply chain during this phase. We will seek to understand the costs of these packages through interviews with packaging manufacturers and users.

5. Develop Fee Modulation 'Rules'

On the basis of consideration both of the key issues, and the possible approaches to modulation, we intend to develop a set of principles intended to act as the structure for either the fees, or the fees and the deposits, to be implemented. These will be used as the basis for modulating the fees and deposits within the overall revenue envelopes defined by Defra (as per the Inception meeting above), and influenced by the modelling proposed below. The main difference in these rules is likely to be that whereas with POM fees, the fees have to meet multiple objectives, in principle, where deposits and fees are combined, the fees can closely reflect cost recovery, whilst the deposits are set in such a way as to shape demand.

6. Packaging Data Collection and Assessment

The publicly available data on packaging (as reported by the National Packaging Waste Database) are relatively crude. Most of the data are reported at the material level, and reflect the best estimate of what is placed on the market, and what is thought to be recycled. It follows that we have limited data on how much, of a given packaging format, is actually recycled. This is a particular problem in respect of plastic packaging, where the variety of formats is greatest: RECOUP data give an indication of what Local Authorities collect for recycling, but structured only by 'bottles', 'film', 'pots, tubs and trays' and 'other'. The Plasticflow 2025 report seeks to break this down further by polymer, but there is no indication of, for example, what proportion of films are multi-polymer, or what proportion of trays are coloured black, or what proportion of what is placed on the market is food-contact packaging (and so, may be restricted in the extent to which completely closed loop recycling can take place).

Our intention will be to work with existing datasets, including the various 'flow' reports, supplemented by other information regarding the likely make-up of some packaging

formats (for example, the CEFLEX project gives some indication of the broad composition of flexible film packaging formats). We will seek a structuring of data that highlights the problematic elements, so that we can further analyse the potential for changing production and use of packaging, and which allows for modelling of revenue scenarios.

7. Modelling of Exemplar Switches

A more detailed understanding of the extent of modulation / size of deposit required to deliver changes in packaging production / use is central to this study. Our intention is to focus on:

- 1) Packaging choices which can easily be adapted to make them far more readily recyclable (with a view to proposing higher fees to shift behaviour away from poor choices);
- 2) Some of the less commonly recycled packaging formats which are likely to remain 'difficult (or very costly) to recycle' and for which substitutes with equivalent functionality are available. Here, we will consider the price of the specific package, and the price of the readily recyclable substitute. Given the relative weights of the packages, we will identify the magnitude of the fee differential that might be necessary to make a user cost-indifferent to switching to more recyclable packaging.
- 3) Packaging formats which are difficult to recycle, and have no obvious substitute or easy modification. Here, we will consider the level of incentive that might act as a deterrent to use, or to development of a specific take-back model. The nuance here is that the appropriate analysis might need to be at the level of the product, rather than the package (how would the fee / deposit affect demand for the product?).

The combined deposit / POM fee option offers the potential to separate out the objectives of a) recovering the costs incurred by local authorities, and b) influencing the nature of packaging placed on the market, notably in terms of the likelihood that it will be recycled. However, as noted above, these matters might not be unrelated: if the POM fees are set at levels designed to cover the costs of a relatively costly, wide scope system of recycling, then the deposit might not be so effective in altering the nature of packaging placed on the market. Hence, there needs to be consideration given to the linkages between the level of POM fees (what costs would they be required to recover?) and the extent to which any deposit would be likely to shift behaviour. This is essential in the combined model, where the deposit acts like a tax on packaging that is not recycled.

Note that in this type of analysis, it would be possible to conduct analysis to elicit the environmental impact of switching: we feel this would be inappropriate given the number of switches and changes that could occur, and the contestability of LCAs (even for one specific switch): there will be merit on focusing on recyclability, and reducing the use of unrecyclable packages.

8. Scenario Analysis, Revenue and Fees

Whilst, in the ideal world, fees and deposits would lead to an elaboration of changes in demand through own-price elasticities, in practice, this is not possible for all given packaging formats and uses, and furthermore, a particular interest here is in respect of cross-price effects. We intend, therefore, to develop scenarios of how use of different formats changes under the different levels of fees and deposits. This, we feel, is the best we can achieve, and will be informed by the modelling of exemplar switches (see above). This (and evaluation of impacts) will also inform the discussion of risks regarding the level of fees / deposits.

All analysis will respect the principles laid out in the AQUA book: Eunomia deploys its own quality assurance system for models. This, alongside our model template, will enable us to meet the requirements set out in the ITT (see also E03).

Elaboration of Impacts and Administrative Costs

The likely administrative costs of the two schemes will be considered through an estimate of the costs of administering similar schemes in other countries. Good examples regarding the POM fees may be the French, Italian and Spanish schemes, each of which are different, but reflect the activities of a single organisation in a country of comparable size. We will discuss these costs with the relevant organisation (CITEO, CONAI and Ecoembes / Ecovidrio). The (likely additional) costs of the deposit scheme will depend on the arrangements that need to be in place, and other details of scheme design, but they might be expected to have similarities with the UK PRN / PERN scheme (for which the administrative costs are not well known), and other deposit refund schemes. Our intention is to make basic estimates of both, using the principles of the Standard Cost Model.

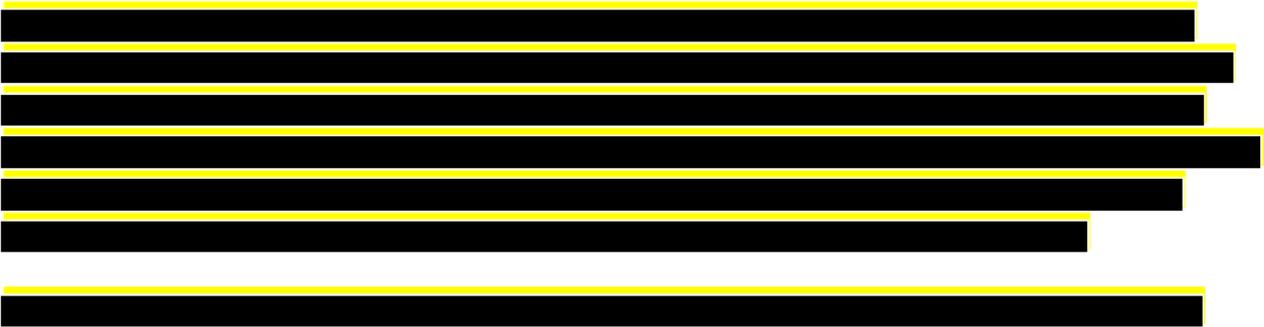
In terms of the wider impacts of the scheme, the ITT raises questions which we will attend to as follows:

- The effect of POM fees on businesses in the supply chain will be explored through an understanding of the revenue quantities, and who pays, and the potential for 'pass-through';
- The impact on prices (for a sample of products) will be explored in the macro and micro context (the macro context indicating the effect of the fees on the price of packaged goods and services);
- It is our intention to explore the likely producer / consumer responses through the analysis of switches: the same applies to the consideration of the impact on the choice of packaging format;
- Regarding the potential for fraud, and mitigation steps, this depends on scheme design, but will be considered qualitatively;
- Regarding the fee re-processors charge for the evidence, this also assumes a particular scheme design: this will be discussed in the course of the work;

- The question of the extent to which a deposit can drive reverse logistics also needs to be considered in the context of the links between the use of fee revenues, and the role of deposits.

We will provide an interim, draft final, and final report as per the project plan. These reports will be fully referenced, and clearly show the relevant steps undertaken in the course of the project, with key findings presented and highlighted. The exact format of the reports will be agreed at the inception meeting

E03 – Project Planning, Management, and Delivery



A breakdown of staff time, by team member, is provided in the file E03_Staff Time Workbook_Eunomia. Reflecting the tasks in the methodology set out in E02_Eunomia, the Figure 2 below shows the timeline.

Quality Assurance

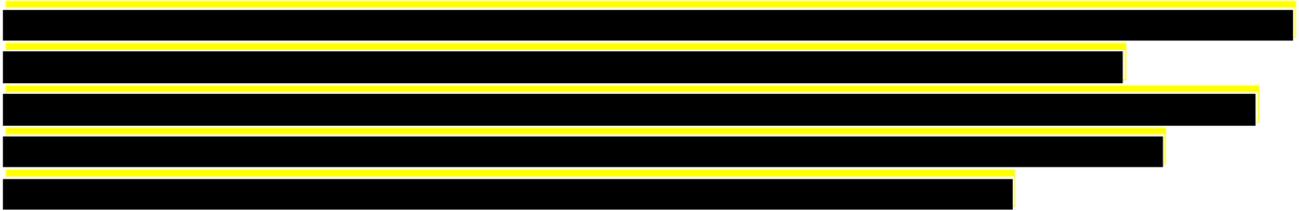
Eunomia ensures that all work released to clients has been through a robust quality assurance process. We maintain ISO9001 and ISO14001 accreditation of our internal quality management systems (QMS). We apply our QMS to each project in a rigorous and consistent manner. Eunomia's internal processes of project delivery are based upon the PRINCE2TM project management framework adopted by the UK Crown Commercial Service. Eunomia has carried out a best performance assessment (BPA) of all of its internal processes, and has sought to develop bespoke guidelines for project managers that fit within the PRINCE2TM framework.

Eunomia has separate guidance relating to the quality assurance of its technical work, including specific processes centred on ensuring the quality of quantitative outputs from models. Many of the key points of our process are aligned with guidance recently published by HM Treasury in the Aqua Book: guidance on producing quality analysis for government.

Eunomia has considerable experience of developing Excel databases and models. All Excel-based tools are developed in line with the recommendations from the FAST

Standard. This is an open standard developed by the financial sector, which is aimed at ensuring the development of transparent models through good spreadsheet design. Eunomia's internal model guidance documents thus ensures spreadsheet best practice such as clear labelling in a colour code scheme, simple cell formulae and separating inputs, calculations and outputs. With regards to economic model development, we envisage the following quality reviews being necessary, at a minimum:

- Review of all technical assumptions within the model. When designing our models, assumptions are usually grouped together in one part of the file to ensure that these can be readily verified by a technical reviewer. Where appropriate, the source of the data is also identified in the model;



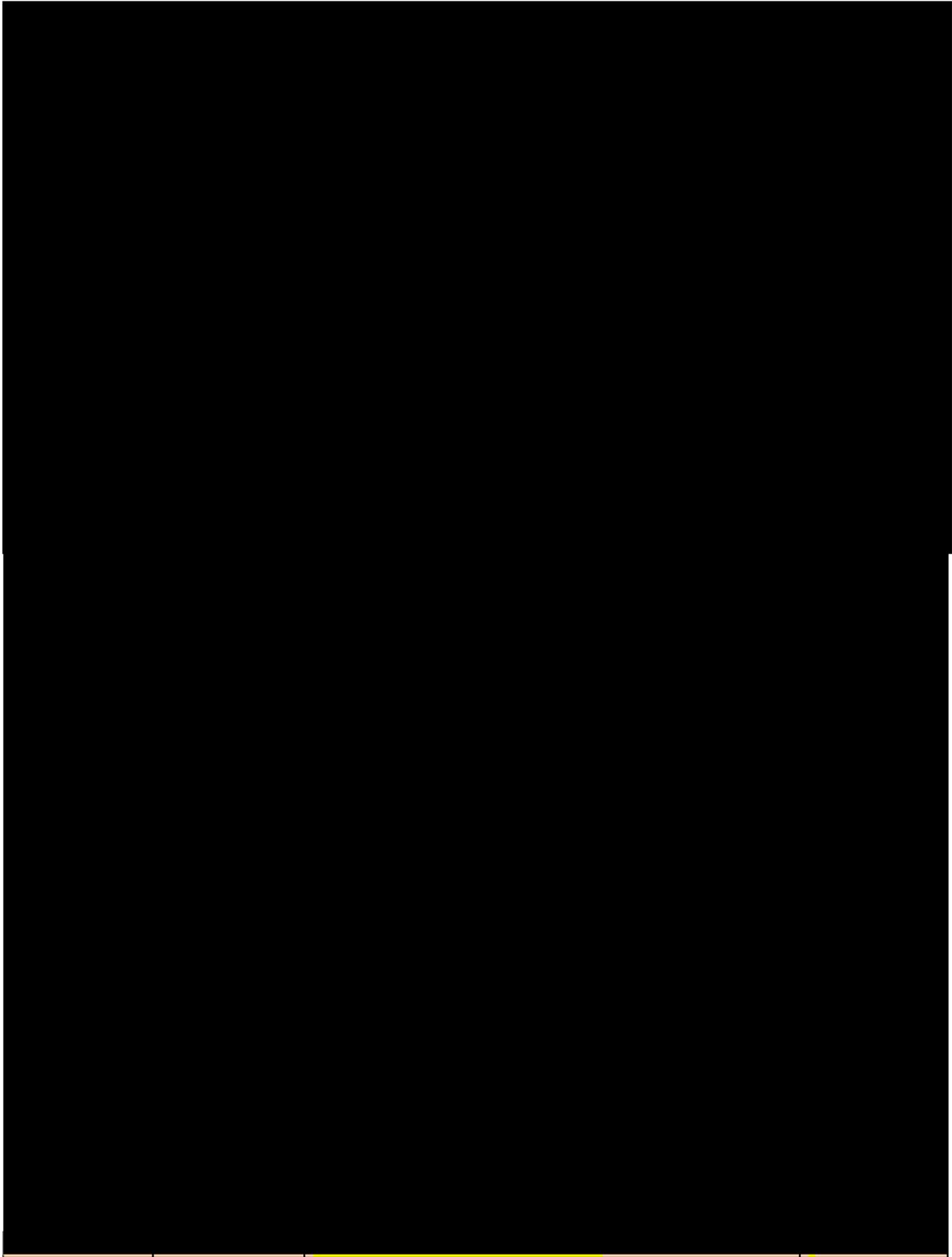
- Independent, line by line review of the all calculations used to construct the model. This is undertaken by an experienced Excel developer.

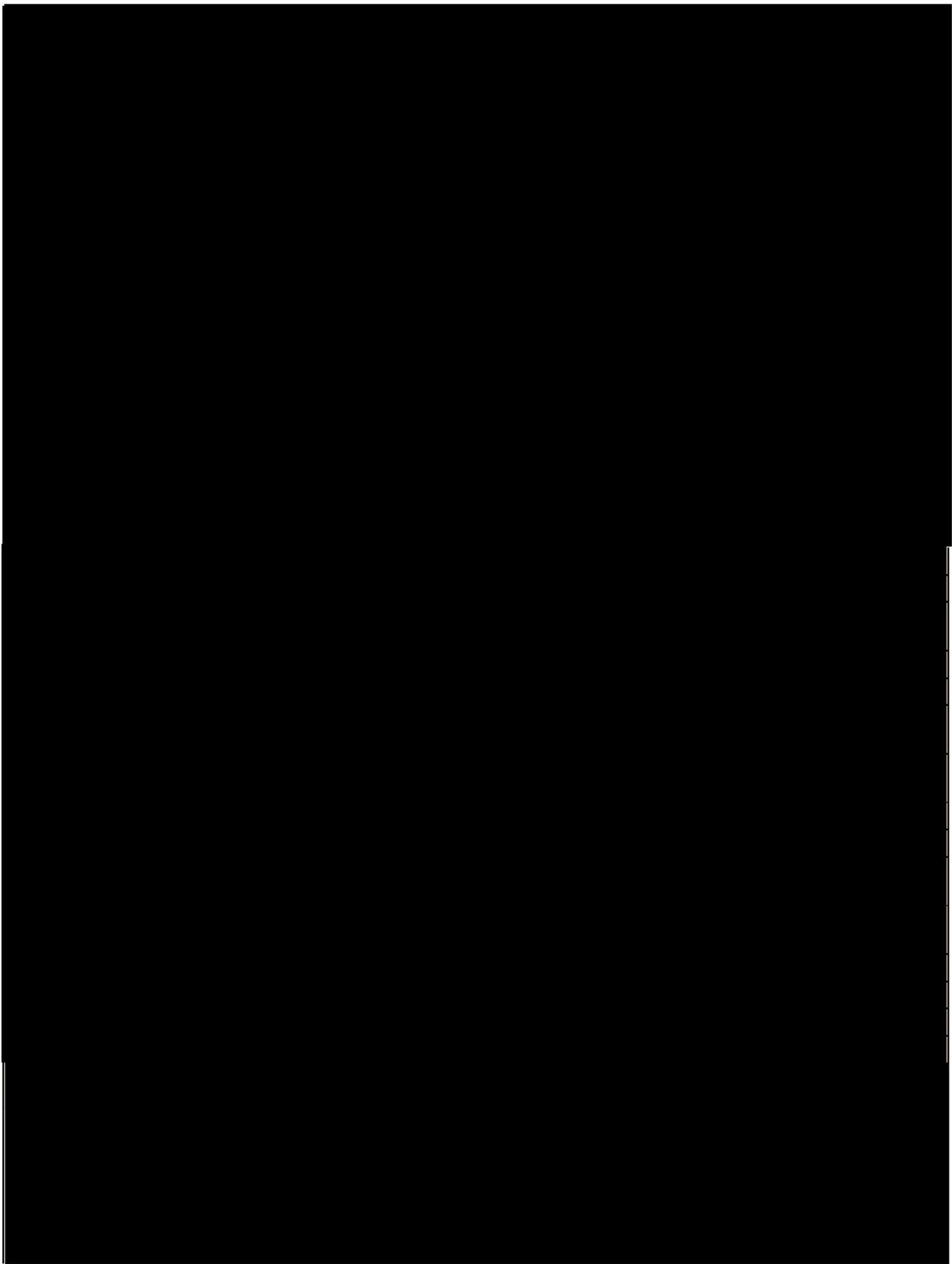
Figure 2: Gantt Chart Showing Key Timelines and Milestones

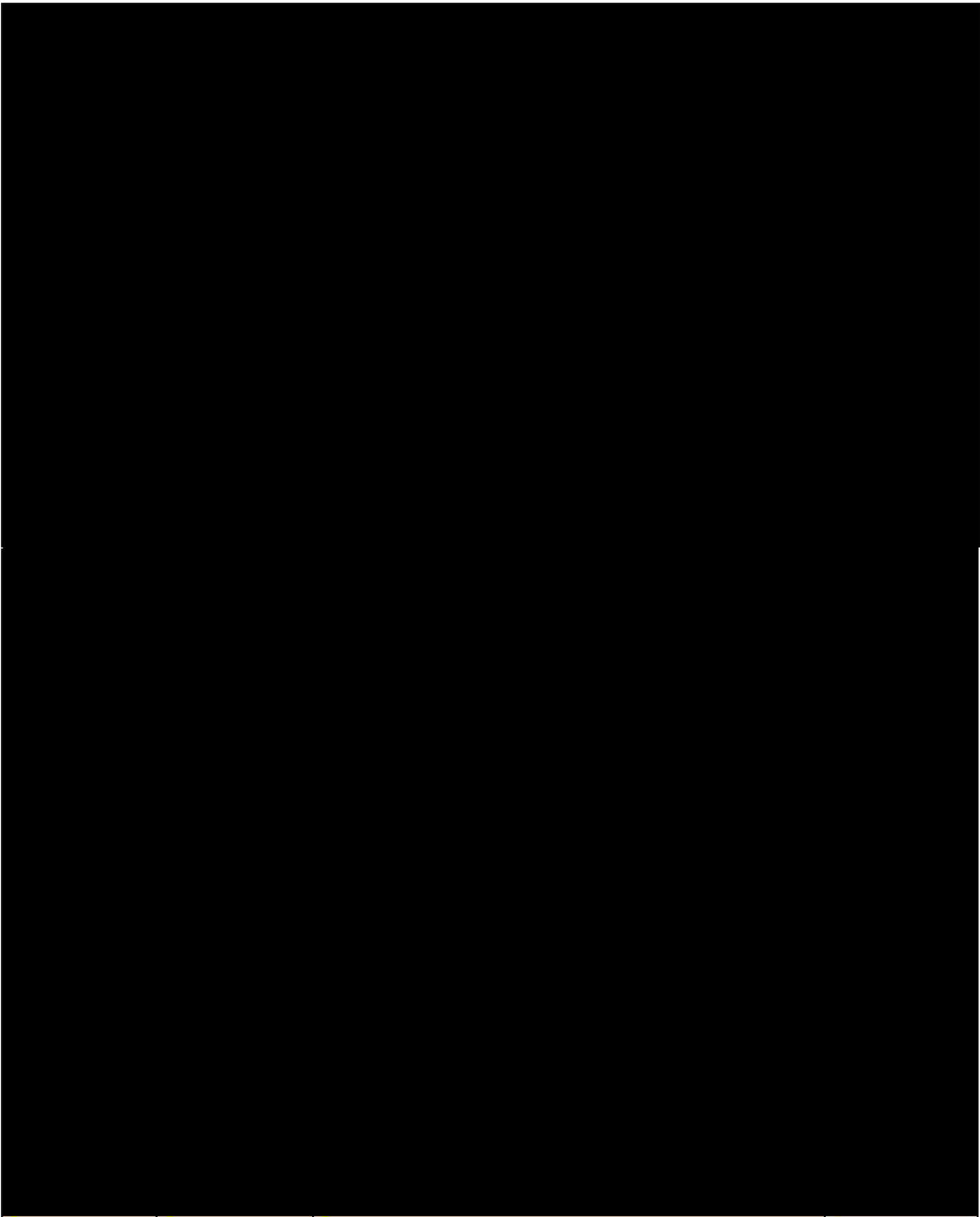
Project Risks and Mitigation Plan

Eunomia's projects always include a Risk Register, which is regarded as a living document, and which is used to record and monitor risks in most medium to large projects. The Project Manager is usually responsible for the day-to-day management of project risks but may allocate them to team members. In this case, we consider the following as key risks:

- 1) Additional details, and thinking, from Defra, which are necessary to undertake relevant analysis, are not sufficiently advanced, or forthcoming: mitigate through addressing early through Inception;
- 2) The modelled policies do not reflect mechanisms that can be realistically applied: mitigate by moving some tasks, which seemed to relate to mechanism design, forward;
- 3) Data limitations affect the accuracy of the macro-level modelling and the estimation of the effects of the policy variants: mitigate through seeking best quality data, otherwise address through being clear about limitations of data,







E04 – Expertise and Experience

Project Team Overview, and balance of Senior and Junior Staff for Cost-effective Delivery

This is a challenging study, which requires detailed knowledge of the packaging production and waste management sectors, most notably in respect of the financial drivers that impact upon the different stakeholders (to a greater or lesser extent) at different stages of the chain. This is particularly challenging in the UK context given that to date, the packaging sector has largely been immune from a meaningful financial incentive of the nature that has been applied in some other Member States under EPR. From our previous (unpublished) research for Defra into the Packaging Recovery Note (PRN) approach to demonstrating compliance, we know that (notwithstanding the lack of fee modulation), the magnitude of the fees paid by producers is such that they do not come close to covering the full costs of the service that delivers compliance. Accordingly, we will be dealing with industry stakeholders who to date will not have experienced anything close to ‘full cost recovery’, nor the effect of fee modulation or other such mechanisms – especially not one involving deposits (with the greatest awareness of the use of the term being associated with beverage containers under a DRS).

It will therefore be of the utmost importance that the chosen contractor, as well as having a sound grasp of the analytical requirements of the study, be familiar with the various ways in which EPR for packaging is implemented in a variety of jurisdictions. This will help to ground some of the anticipated discussions, by making reference to aspects that have already been implemented elsewhere, while thus allowing attention to be focused on what is truly innovative in the concept as elaborated by Defra. Eunomia has a detailed understanding of the range of different approaches applied in terms of EPR (or Product Stewardship as it is sometimes termed in the US and Australasia) to packaging and products such as EEE and batteries. This knowledge is currently being further developed in a study for DG Environment to assist in the development of guidance on numerous aspects of EPR relating to the minimum requirements as laid out in the revised Waste Framework Directive, namely fee modulation, the concepts of necessary costs and equal treatment, and best practice guidance on tackling free-riders. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Accordingly, the senior team members as proposed for the current Defra study, are well versed in the issues, and fully aware of current thinking in other jurisdictions as to the ways in which EPR for packaging could be delivered in future, albeit to our knowledge, none of them is proposing an approach similar to that being considered by Defra.

Eunomia did, however, develop a similar concept in a recent study for the Resource Association and WWF on ways to incentivise the uptake of recycled content. Though we described the preferred option as a fee-rebate (or ‘feebate’) scheme, the mechanism has much in common with the deposits approach suggested in the ITT. The main difference is that it was the recycling operation that was entitled to claim the rebate of the fee which

was paid by producers. The intention was to give an explicit price advantage to the secondary material over the equivalent primary material in the market place, in lieu of the environmental benefits derived from using secondary materials in preference to primary ones.

We have selected a team that combines considerable senior expertise and experience with some of our most talented junior staff in order to deliver the required standard of work in the most cost-effective way. 'Golden Paragraphs' of proposed team members and their project roles are included below. Importantly, this is a team with existing experience of working together on projects of major significance in recent years. This means that lines of communication are well-developed. Furthermore, in terms of the physical layout of our offices, senior staff are sat with junior staff, with junior staff strongly encouraged to seek guidance from relevant seniors at the earliest opportunity if they are at all unclear. Further details on the allocation of resources to specific tasks is provided in E03.

Data Collection and Economic Modelling and Analysis It is stated that the project will also require significant knowledge and experience of data collection methods and the development of economic

analysis / modelling. The proposed project team has experienced of detailed planning and management of data collection, albeit in this case we suspect that rather than seeking data from a broad array of sources, we will instead be focusing in on a smaller number of examples to understand the difference in costs when switching from current approaches to more recyclable materials.

In terms of economic modelling, the project team has in depth experience of the development of detailed and, where required, complex models, developed for a range of clients to meet specific project needs. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The model included details for each Member State on current approaches to collection and associated costs, treatment and disposal routes and associated costs (accounting for factors such as energy costs, renewable energy support schemes in different member states) and material revenues. The model produced outputs for each Member State, including environmental impacts, monetised where possible using MS-specific air quality damage costs.

Our typical approach to model development for complex contracts, and one which we strongly suspect will be applied in this case, is to fully plan the modelling requirements before starting to construct the model. This will include anticipated inputs, calculations to be performed, and desired outputs. From this, we will identify the data that we would 'ideally' wish to have in order to undertake the modelling, but with the awareness that such data will not always be readily available (or at least not available within the constraints of the particular project timetable), and set about designing the model to performed the required functions on the basis of the minimum data that we confidently expect to be

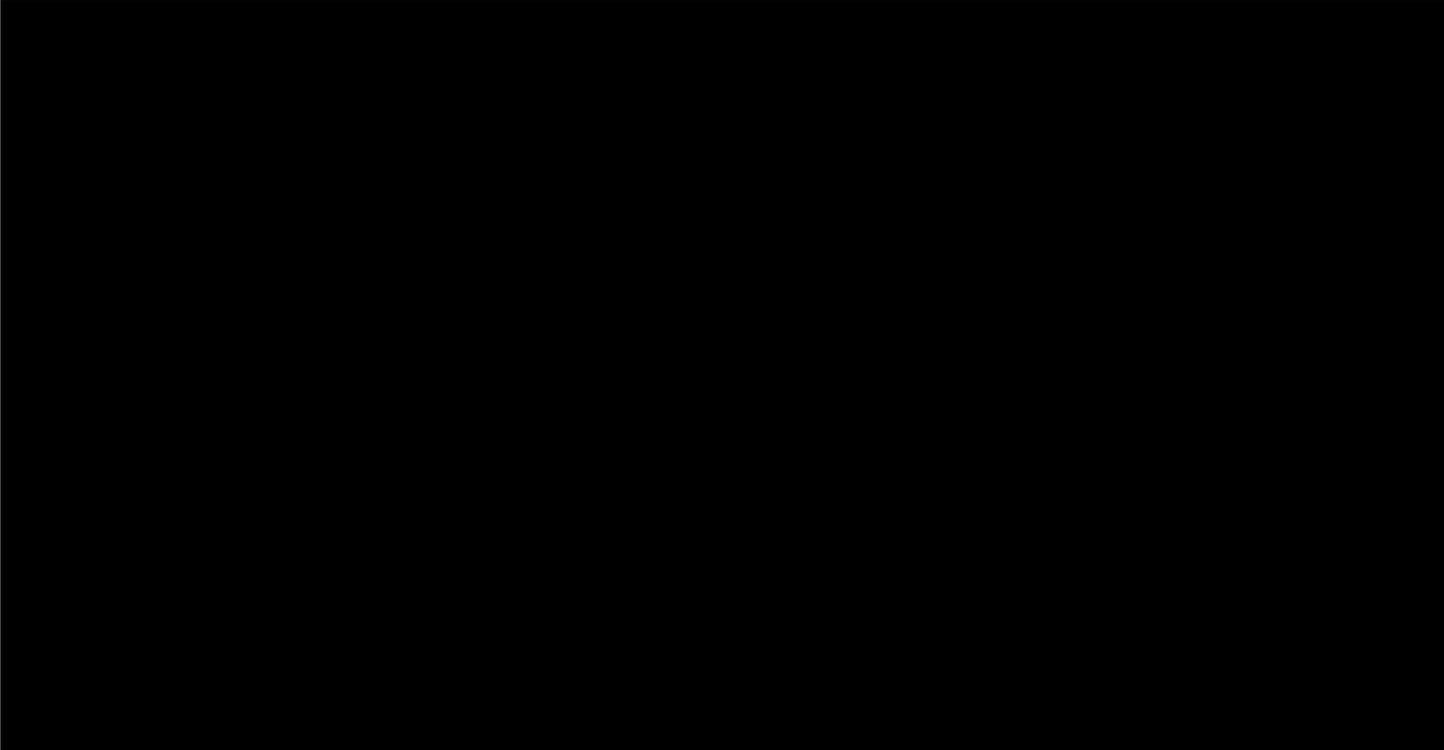
available. Key principles applied to model development and operation include minimising complexity as far as possible by separating out individual calculation steps; making the model 'legible' to those not closely involved in its development, thus facilitating review'; and keeping a clear log of any updates and changes made to the model structure.

Expertise on Waste Management and Packaging Production Eunomia's core focus since its creation has been on waste management, with a deep and rich understanding from the 'nuts and bolts' of local authority collection options, through to national level policy design.

[REDACTED]

Prices

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

 2. Invoices will be submitted upon satisfactory completion of the milestones stated in the Supplier's Commercial Workbook.
 3. The Supplier shall provide the Authority an invoice of the eligible costs properly incurred by the Contractor in carrying out the project.
 4. Subject to any variation of the project, the amount in Paragraph 1 shall remain throughout the duration of the agreement.
 5. Within 30 days of receiving an invoice satisfactory to the Authority, the Authority shall pay to the Supplier, the amount of the eligible costs which the Authority reasonably considers to have been properly incurred by the Supplier in carrying out the project during the relevant period.
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