



Department
for Environment
Food & Rural Affairs

Chemicals and Hazardous
Waste
Department for Environment,
Food and Rural Affairs (Defra)
2 Marsham Street
London
SW1P 4DF

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helpline@defra.gov.uk
www.gov.uk/defra

██████████
Wood Environment & Infrastructure Solutions UK Ltd
Booths Park, Chelford Road
Knutsford, Cheshire
WA16 8QZ
United Kingdom

Your ref:

Our ref: itt_10312

Date: 30th August 2022

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Award of contract for the Risk Management Evaluation and Socioeconomic Impacts of MCCPs Being Added to the Stockholm Convention

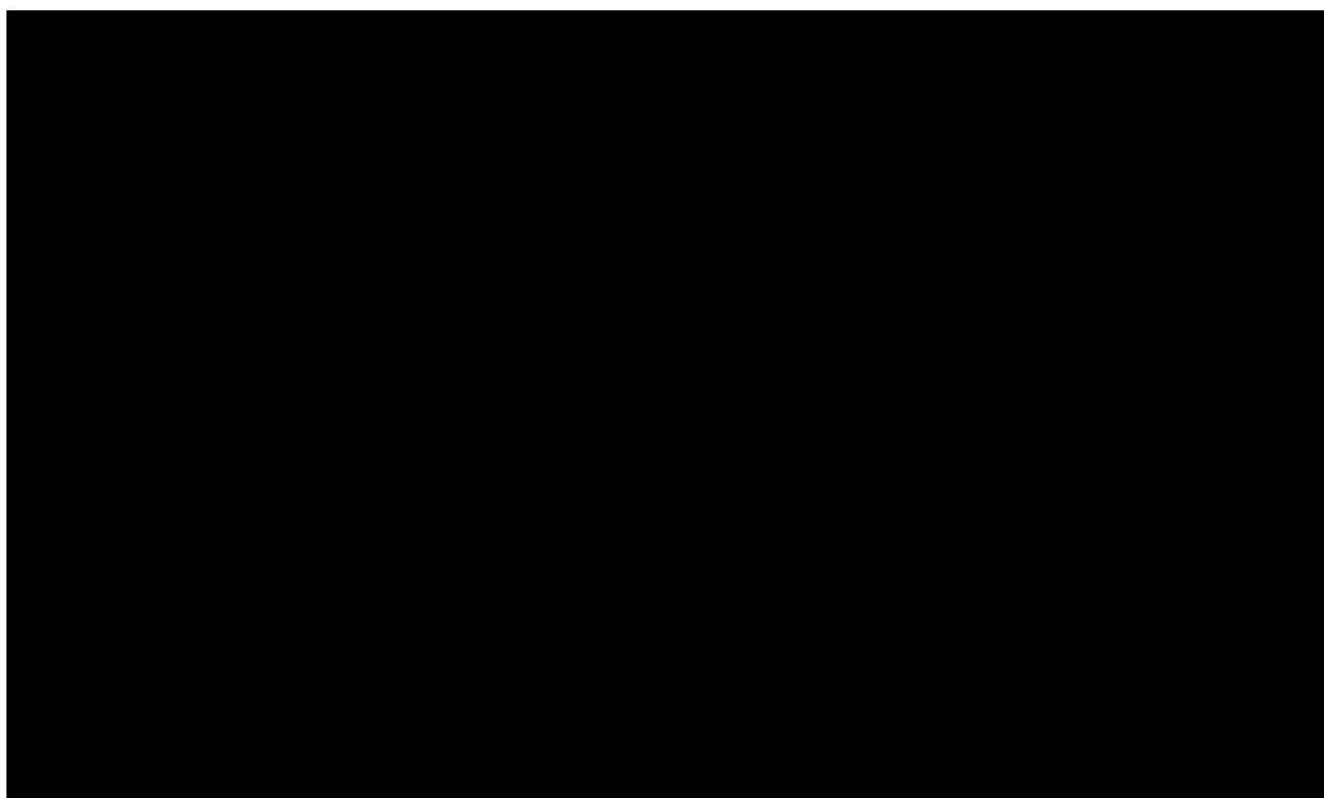
Following your proposal for the supply of services to carry out Risk Management Evaluation and Socioeconomic Impacts of MCCPs Being Added to the Stockholm Convention to The Department for Environment, Food and Rural Affairs (Defra), we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between The Department for Environment, Food and Rural Affairs (Defra) as the Authority and Wood Environment & Infrastructure Solutions UK Ltd as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract to this Award Letter (the “**Conditions**”). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Authority and may delay the conclusion of the Agreement.

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

The Services shall be performed at Wood Environment & Infrastructure Solutions UK Ltd, Booths Park, Chelford Road, Knutsford, Cheshire, WA16 8QZ. United Kingdom.

1. The charges for the Services shall be as set out in Annex 2.
2. The specification of the Services to be supplied is as set out in Annex 3 / the Supplier's tender dated 28 July 2022.
3. The Term shall commence on **2nd September 2022** and the Expiry Date shall be **10th October 2023** unless extended or subject to early termination.
4. The address for notices of the Parties are:



5. The following persons are Key Personnel for the purposes of the Agreement:

Name	Title
[REDACTED]	[REDACTED]

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For the purposes of the Agreement the [Staff Vetting Procedures/data security requirements/equality and diversity policy/ [and] environmental policy is.

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

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

Payment

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

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

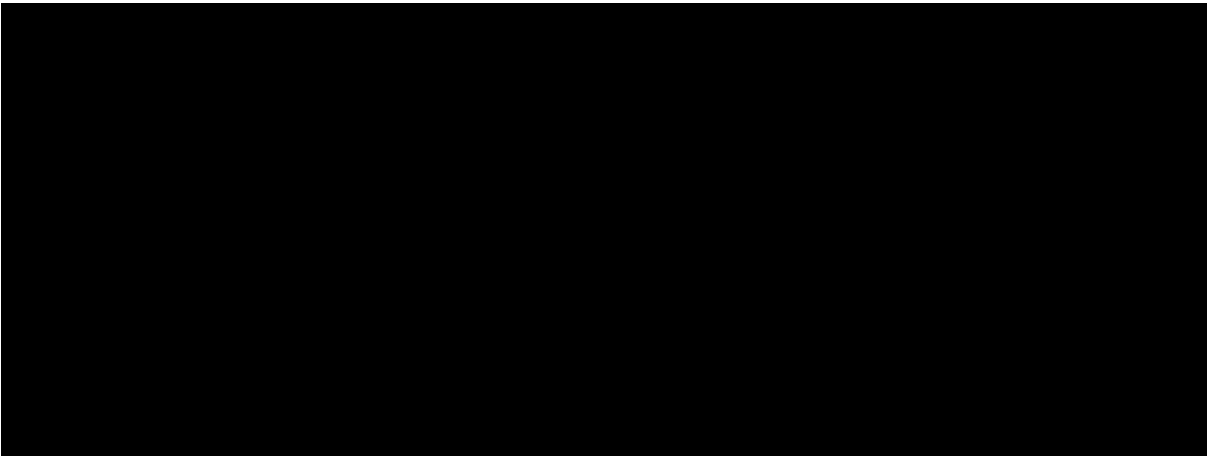
Liaison

For general liaison your contact will be [REDACTED] [REDACTED] by email [REDACTED] [.mailto:](#) In their absence, [REDACTED] can be contacted by email [REDACTED].. The Authority thanks you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. The Authority would be grateful if you could arrange the contract to be executed, by way of electronic signature, on behalf of the Wood Environment & Infrastructure Solutions UK Ltd and within 7 days from date of contract issue.

Yours faithfully,

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

Signed for and on behalf of DEFRA



We accept the terms set out in this Award letter and the annexed Conditions
Signed for and on behalf of Wood Environment & Infrastructure Solutions
UK Ltd.

Name:	
Position:	
Signature:	
Date:	



Department
for Environment
Food & Rural Affairs

Conditions of Contract

Short Form - Services

August 2022

**RISK MANAGEMENT EVALUATION AND
SOCIOECONOMIC IMPACTS OF MCCPS BEING ADDED
TO THE STOCKHOLM CONVENTION**

Itt_10312

ANNEX 1: TERMS AND CONDITIONS OF CONTRACT FOR SERVICES

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	<p>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:</p> <ul style="list-style-type: none">(a) Government Department;(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);(c) Non-Ministerial Department; or(d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award

Letter;

“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

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

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

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

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire

on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.

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

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

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

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.
- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with

another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

7.2 The Supplier shall:

- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
- 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
- 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.

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

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

8 Assignment and sub-contracting

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

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

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

9 Intellectual Property Rights

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

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

third party rights).

9.3 The Supplier hereby grants the Customer:

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

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

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and

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

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

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

10 Governance and Records

10.1 The Supplier shall:

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

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

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

11 Confidentiality, Transparency and Publicity

11.1 Subject to clause **Error! Reference source not found.**, 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 **Error! Reference source not found.**, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause **Error! Reference source not found..**and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

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

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

12 Freedom of Information

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

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

- 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Annex 1 to the DPA;
 - 13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - 13.2.3 promptly notify the Customer of:
 - (a) any breach of the security requirements of the Customer as referred to in clause **Error! Reference source not found.**; and
 - (b) any request for personal data; and
 - 13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

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

14 Liability

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

14.2 Subject always to clauses **Error! Reference source not found.** and 14.4:

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

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

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

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

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

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

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

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

15 Force Majeure

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

16 Termination

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

16.2 Without prejudice to any other right or remedy it might have, the Customer may

terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:

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

17 Compliance

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

17.2 The Supplier shall:

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

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

17.3 The Supplier shall:

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

17.3.2 take all reasonable steps to secure the observance of clause **Error! Reference source not found.** by all Staff.

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

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

17.5.1 the Official Secrets Acts 1911 to 1989; and

17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

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

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

18.3 If the Supplier or the Staff engages in conduct prohibited by clause **Error! Reference source not found.** or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:

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

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

19 Dispute Resolution

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

- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause **Error! Reference source not found.**, 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 **Error! Reference source not**

found., 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 Error! Reference source not found..

22 Governing Law and Jurisdiction

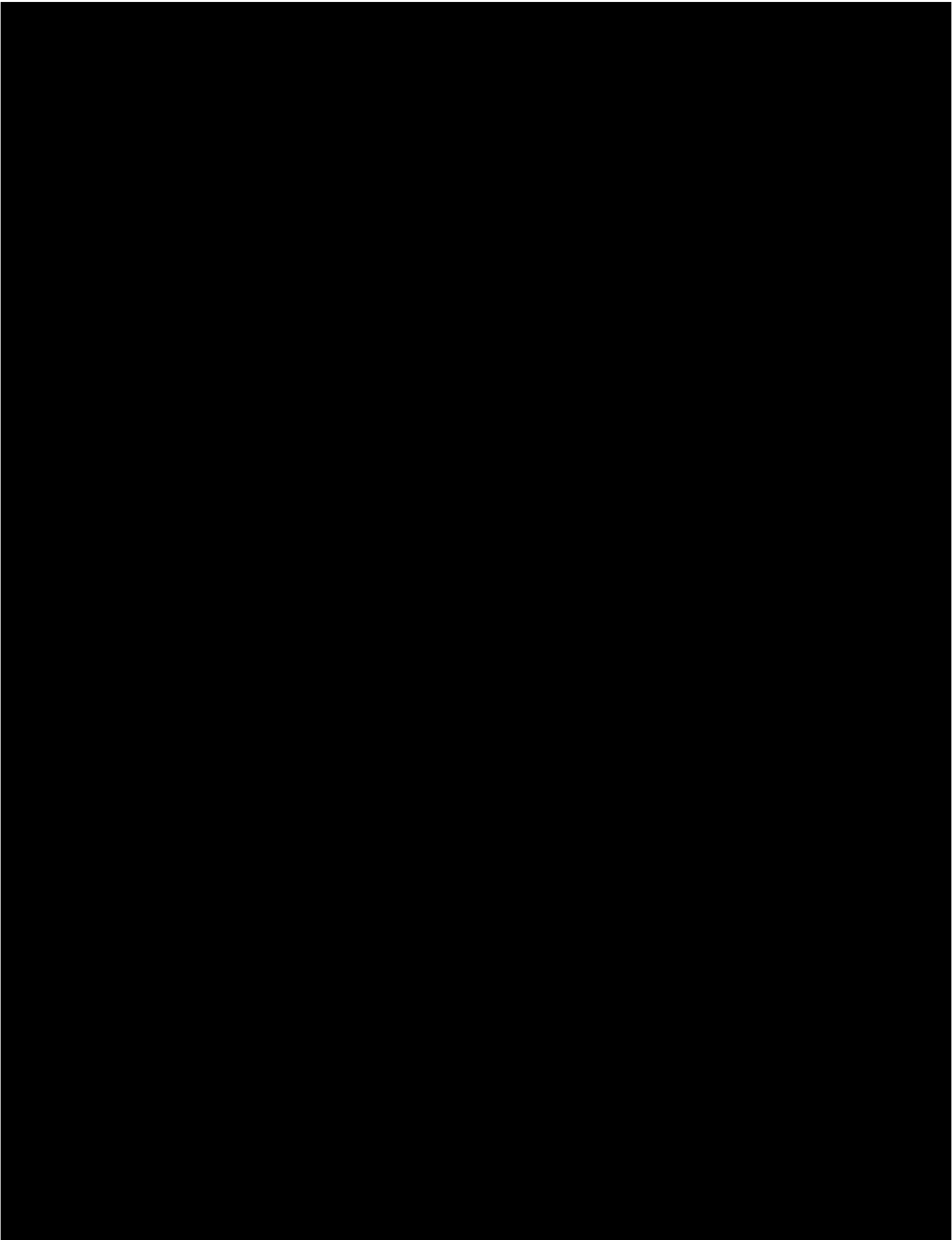
The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

ANNEX 2 - PRICING

- 1. The Authority shall pay to the Contractor no more than the fixed sum identified in: £79,610 as the Price.
- 2. Subject to any variation of the project, the amount in paragraph 1 shall remain firm throughout the duration of the agreement.
- 3. In the event that the Contract is varied, the amounts in paragraph 1 may be adjusted as agreed in writing, between the Authority and the Contractor.
- 4. The payment will be in stages as follows:
 - 5.1. The Contractor shall submit invoices to the Authority for the amounts set out in Table 1, with three payments in respect of each such milestone delivered during the preceding period.
 - 5.2. Any and all such invoices shall comply with the requirements in section C of the Contract and the Contractor shall provide all further reasonable information and/or evidence of completion as the Authority shall reasonably require to demonstrate the satisfactory completion of the agreed milestones;
 - 5.3. Within 30 days of receiving an invoice satisfactory to the Authority shall pay all Valid Invoices in accordance with the payment terms in Clause C of the Contract to the bank account nominated by the Contractor in the invoice
 - 5.4. The Contractor shall be responsible for the payment of any Sub-Contractors.

TABLE 1: MILESTONE:

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¹ A member of the POPRC will be appointed to work alongside the drafting party.

1. *Journal of the American Medical Association*, 2000; 283: 2689-2695.

TABLE 2: PROJECT TOTAL COST[illegible]

ANNEX 3 – SPECIFICATION

BACKGROUND

1. Aim:

To determine the economic, social, and environmental impacts and risks of the proposal² to add “chlorinated paraffins, with carbon chain lengths in the range C₁₄₋₁₇ and chlorination levels at or exceeding 45 per cent chlorine by weight”, to the Stockholm Convention. This group is referred to as medium chain chlorinated paraffins (MCCPs) in the UK, EU, and countries such as the US and Canada.

The UK has nominated the group to be listed as a Persistent Organic Pollutant (POP), which if successful will result in a global ban on their production and use. To support this nomination, Defra needs to gather evidence on the uses, alternatives, and potential implications of a ban for the UK. This information will be submitted to the Stockholm Convention in the call for evidence for Annex F.³ As the nominating party for MCCPs, the UK is also responsible for preparing the Risk Management Evaluation (RME) for consideration by The POPs Review Committee (POPRC). This is compiled from the Annex F forms received by the Convention following the invitation sent to all Parties to the Convention and stakeholders.

2. Objectives:

Phase 1:

Produce an RME at a UK level, suitable to be used to complete an Annex F form, assessing the effects to the UK of a Stockholm Convention restriction on the production and use of MCCPs. This can then be used as a foundation for the global RME draft needed in phase 2.

Phase 2:

Prepare the draft RME for MCCPs for submission to the POPRC secretariat. This will take account of Annex F submissions from all Parties and observers provided in the POPRC call for evidence. It should synthesise available information to propose the most appropriate risk management.

² <http://www.pops.int/Convention/POPsReviewCommittee/Chemicals/tabid/243/Default.aspx>

³

<http://chm.pops.int/TheConvention/POPsReviewCommittee/Meetings/POPRC17/POPRC17Followup/tabid/9096/ctl/Download/mid/25320/Default.aspx?id=2&ObjID=29984>

Phase 3:

Support Defra in responding to comments received from Parties and stakeholders throughout the 3 commenting rounds. Where appropriate, incorporate these responses into the RME. Provide support to Defra at meetings, when the draft RME is discussed.

More information on what is required at each phase is set out in separate work packages (WPs) below.

3. Background & Project Scope:

Stockholm Convention

The Stockholm Convention on Persistent Organic Pollutants (POPs) is a global treaty for the identification and management of substances posing long-term environmental and human health impacts.

The POPRC meets annually, along with other observers and interested parties to discuss the peer reviewed dossiers that have been developed. The conclusions of the POPRC form recommendations to the Conference of the Parties (COP), who meet every two years to discuss and review details relating to the Convention. This includes agreement on the addition of candidate POPs to the annexes of the Convention.

MCCPs were nominated by the UK to be listed on the Stockholm Convention based on the REACH Substance Evaluation report, which found that they met the REACH Annex XIII criteria for Persistent, Bio accumulative and Toxic (PBT) and very Persistent, very bio accumulative (vPvB) properties.

The MCCPs nomination passed the screening dossier phase (which determines if a substance meets the POPs criteria) at POPRC-17 (January 2022). However, the scope of the nomination was narrowed to just chlorinated paraffins (CPs) with carbon chains of 14, unless more evidence can be provided on the bioaccumulation of the longer chain lengths, at the Risk Profile stage.⁴ Furthermore, there are different opinions as to the chlorination level that defines the group. The initial proposal is for paraffins exceeding 45% chlorination by weight. However, there have been proposals both for a lower chlorination level (to capture more) and a higher chlorination level (to be in line with the SCCPs restriction). As a

4

<http://chm.pops.int/TheConvention/POPsReviewCommittee/Meetings/POPRC17/POPRC17Followup/tabid/9096/Default.aspx>

result, it should be established with industry the chlorination and chain lengths of the paraffins used (both produced or imported) so that the impacts of a ban can be assessed when the scope of the nomination is determined.

The Risk Profile is now being developed by an intersessional working group to determine the significance of the risk and whether global action is warranted. This is drafted using the Annex D proposal and the information provided in Annex E forms, which Parties and stakeholders were invited to submit through a call for information that was circulated after POPRC-17.

If the Risk Profile is agreed at POPRC-18 (expected to be 26th-30th September 2022), there will be another call for information, to all Parties and observers (including the UK), to submit information through an Annex F, to contribute to the risk management evaluation. This determines what measures (and exemptions) might be needed.

MCCPs

MCCPs are currently produced in the UK (one site, managed by INOVYN). MCCPs have extensive industrial uses. The main applications are as a plasticiser and flame retardant in PVC (and other plastic polymers), adhesives and sealants, rubber, and paints. They are also used as a lubricant in metal working fluids.

Defra has had initial contact with stakeholders, including the only domestic producer. Further communication with the producer and downstream users is expected to be undertaken by the contractor.

When assessing the import of articles containing MCCPs to the UK, it should be noted that the production of CPs can be based on chlorination alone. This results in CPs of varying chain length, both inside and outside of the defined scope above, unlike in UK/EU production. This is known to be the case for all production in China and may apply to other countries, such as India. Therefore, where possible, imports of products containing these CPs should be identified and included in any impacts.

As with the listing of short chain chlorinated paraffins (SCCPs), to address the unintentional production of MCCPs during the manufacture of other CP mixtures, the listing of MCCPs is likely to exclude quantities of the chemical occurring as an unintentional trace contaminant (UTC). Engagement with industry will be needed to propose a level for the listing, below which traces of MCCPs will be allowed to be present in products placed on the market.

4. Approach and Methodology:

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

- Literature review

- Analysing existing data
- Gathering new data and analysis
- Interviews with stakeholders

5. Project Outputs:

There are two written outputs for this project: a UK centric RME that clearly covers the information required for the UK to submit an Annex F form for MCCPs, followed by the draft RME compiling and synthesising all Annex F submissions, along with any additional literature reviewed. These written reports must meet the objectives and requirements set out in this tender, suitably explain technical jargon in a simple way, and include all assumptions and limitations. The draft RME must include an executive summary and be no longer than 20 pages (excluding references), as specified by the POPRC.⁵ To adhere to this, some UK specific information from phase 1 may have to be removed and provided in a supplementary annex. This annex, along with any spreadsheets and modelling tools used to devise estimates, must be submitted to Defra so that, if necessary, further analysis could be undertaken by either Defra or externally. The outputs of phase 3 are subject to the feedback received on the draft RME. This will include providing responses to any comments received and if appropriate, incorporating them into the draft.

All outputs must be provided by email to the Defra Project Officer.

Work Package 1:

The output of this work package should be a report covering a UK specific risk management evaluation. This should be suitable to be used to complete an Annex F submission, as well as being the basis for completion of the draft RME needed in WP2. For reference, the RME for PFOA can be found on the Stockholm Convention website.⁶ To do this, information should be extracted from sources, such as the ECHA restriction report. A wider literature review will be needed and evidence gathering through industry engagement will also be necessary. The requirements of the Annex F form are listed below, all of which must be covered.

1. Establish estimates of the volumes and concentrations of MCCPs in use throughout different industries in the UK. Clearly state the level of uncertainty of these estimates, providing a range if more appropriate.
2. Establish estimates of volumes and concentrations of MCCPs imported/exported by the UK, including the import of pre-treated articles. Clearly state the level of uncertainty of these estimates, providing a range if more appropriate.

⁵ <http://chm.pops.int/TheConvention/POPsReviewCommittee/Guidance/tabid/345/Default.aspx> 'Handbook for effective participation in the work of the POPs Review Committee'

⁶ <http://chm.pops.int/Implementation/Alternatives/AlternativestoPOPs/ChemicalslistedinAnnexA/PFOA/tabid/8292/Default.aspx>

3. Identify global trends in terms of production and use, such as when peak production was and whether the SCCP ban has increased the use of MCCPs.
4. Establish estimates for the tonnage of MCCP contaminated waste disposed of in the UK each year, and the current methods of disposal. Clearly state the level of uncertainty of these estimates, providing a range if more appropriate.
5. Assess the waste and disposal implications of a ban, such as the technical feasibility and cost of identifying contaminated waste and disposing of it.
6. Incorporate estimates of emissions from the use of MCCPs, provided by Defra, into the report. These need to cover different uses, lifecycle stages and how they enter the environment. This includes contaminated waste.
7. Identify possible control measures that have been or could be implemented to restrict the supply and use of MCCPs. Each option needs to be fully explained from both a technical feasibility and socio-economic perspective (including environmental and health costs). Assumptions must be clearly laid out, and referenced, as necessary. This must include consideration of the time needed to complete any phase-out of use.
8. Identify the impacts of a potential ban on UK producers of MCCPs. This may include the cost of developing an alternative chemical, a loss of revenue from a halt in production and the loss of biproducts used in other processes, and any other costs identified. Quantify these impacts.
9. Assess the impacts of a potential ban on UK downstream users of MCCPs. This should include identifying potential alternatives for each different application of MCCPs, and the costs to downstream users of transition.
10. Any confidential information provided by industry will need to be separated from the main report and referred to in a confidential annex. A letter of engagement will need to be agreed with Defra before contacting industry.
11. Assess the technical feasibility of each alternative, such as whether they perform the necessary technical functions of MCCPs to the required level (efficacy). Also assess the availability and accessibility of each alternative.
12. Identify any costs, including environmental and health costs, of the proposed alternatives.
13. Assess and evaluate the risk of whether proposed alternatives have been thoroughly tested or evaluated to avoid inadvertently increasing risks to human health and the environment. This should also include any information on potential risks associated with untested alternatives and any increased risk over the lifecycle of alternatives, including manufacture, distribution, use, maintenance, and disposal.
14. Assess the accessibility of geographic, legal, or other limiting factors which may affect whether an alternative can be used. For example, regulatory constraints to substitution (e.g., safety certification requirements) should also be considered.
15. Identify current uses of MCCPs with no suitable alternatives, stating which technical functions cannot be replicated.
16. Assess whether there would be a negative impact to the UK of not receiving an exemption for these uses and present any arguments that an exemption is therefore necessary. A projected phase out timeframe needs to be provided and justified.
17. Identify and assess the societal impacts of implementing possible control measures. This should include an assessment of impacts including any costs or benefits to health (public, environmental, and occupational), agriculture and biota. Economic and social impacts such as impact on jobs and movement towards sustainable

development should also be considered. The geographical scope of impacts should also be considered.

18. Assess the status of current control and monitoring capacity in the UK, and any national or regional control actions taken.
19. Propose an unintentional trace contaminant limit, with justification, allowing products containing MCCPs below this level to be exempt from the restriction. The threshold should correspond to a level below which the substance cannot be meaningfully used and above detection limit of existing detection methods to enable control and enforcement. Engagement with industry will be needed to establish this.

Work Package 2: This output will be a Risk Management Evaluation dossier for MCCPs for submission to POPRC, collating relevant information from the risk profile (based on Annex E submissions) and Annex F submissions from all Parties and observers. This should:

1. Use the structure of the report developed in WP1 to produce the draft RME, summarising all relevant information from the Annex F submissions.
2. This should synthesise the information collected, summarising to recommend suggested risk management measures and necessary exempted uses.
3. If the information provided is not sufficient, a further literature review will be needed to supplement this.
4. The format should follow that of previous RMEs, including an executive summary.

The need for WP2 is dependent on POPRC agreeing the substance can proceed to Annex F. This will be decided at the POPRC-18 meeting which is expected to be 26-30th September 2022.

Work Package 3:

After the draft RME has been reviewed by members and stakeholders, there are several rounds of commenting and redrafting. The contractor should plan for 3 commenting rounds. The final RME is then submitted to the COP, including a recommendation. As a result, WP3 will include:

1. Providing responses to comments received regarding the draft RME.
2. Supporting Defra in redrafting the RME based on the comments received.
3. Providing support to Defra at POPRC-19. (Anticipated to be September/October 2023).

The resource needed for WP3 will be subject to the extent of the comments received throughout the commenting rounds.

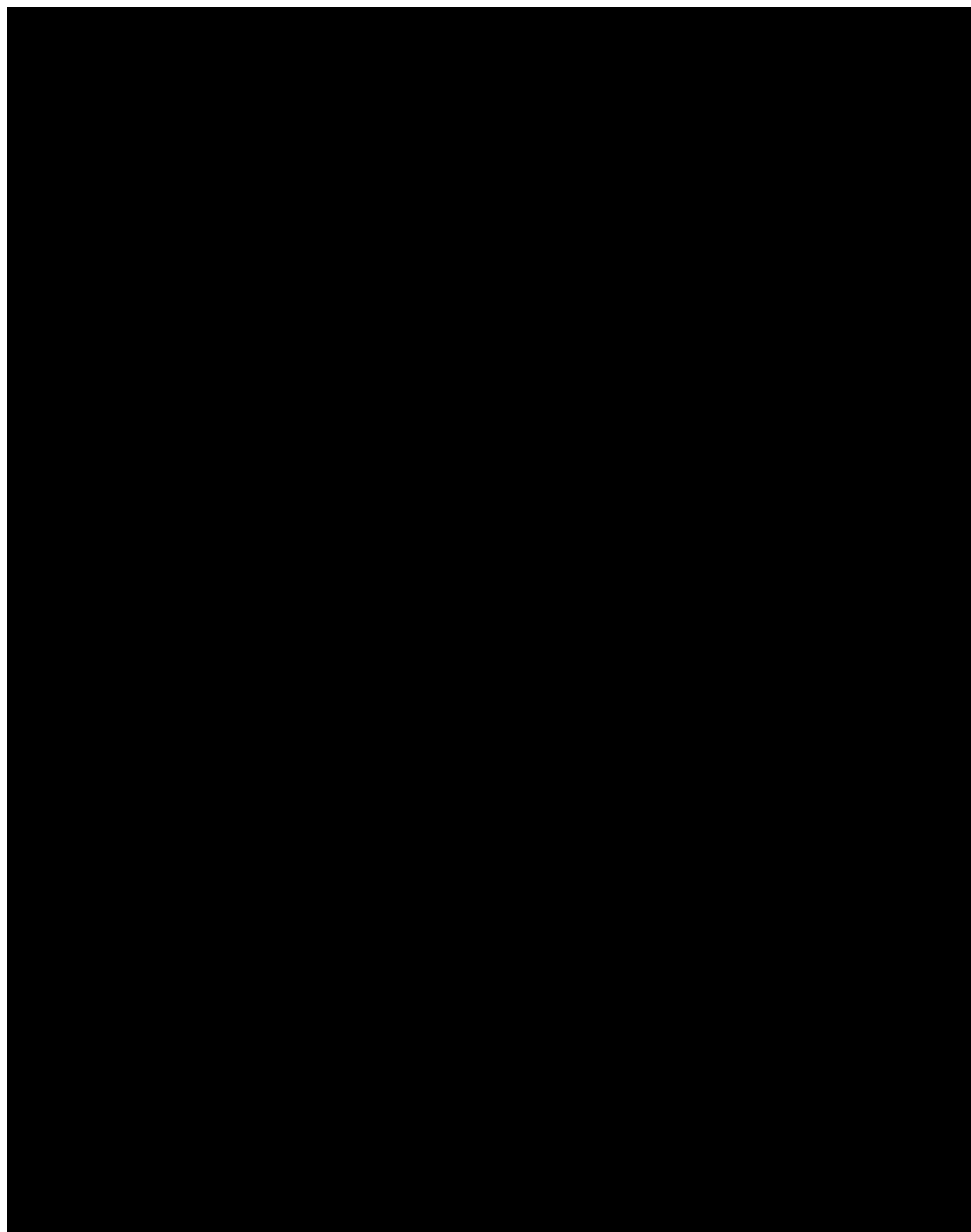
Further support may be required beyond POPRC-19, for example if the RME is not agreed and is subject to further review at POPRC-20. Support may also be required when the nomination goes to the COP, which is currently expected to be in 2025. This support does not need to be costed into a bid at this stage.

5. Timetable

[REDACTED]

[REDACTED]

[REDACTED]



6. GOVERNANCE AND CONTRACT MANAGEMENT

1. The quality of the service provided will be regularly monitored by the Authority against the elements outlined in the Performance and Management framework section & the Key Performance Indicator Sections. (Sections 4 and 5 below).
2. An official within Defra will act as the Project Officer responsible for the day to day management of the contract. The Contractor will appoint a Project Manager who will act as the principal point of contact for Defra. The Contractor must provide a single manager responsible to Defra for fulfilment of the contract and for liaison with Defra's contact person.
3. The Contractor must provide the Project Officer at Defra with regular progress updates. The form of these updates will be monthly project management telephone meetings. The Contractor will also make all reasonable efforts to meet with Defra officials as and when required.
4. Defra will establish a project Steering Group that will comprise representatives drawn from Defra, relevant agencies, other experts and the Contractor. The function of the Advisory Group shall be to meet bi-annually, and at key junctures in the project if needed, and provide additional technical and subject expertise to support the Contractor and Defra.
5. Monthly project management telephone meetings will include reviews of any deliverables completed, whereby the Defra Project Officer and Contractor Project Manager will discuss what was achieved, what went well and any opportunities for improvement on future deliverables.
6. The Contractor shall meet the agreed deadlines for delivery of the project deliverables and will notify the Authority without delay if there is a risk that they may be unable to meet this deadline.

7. EFFICIENCIES AND CONTINUOUS IMPROVEMENT IN SERVICE LIFETIME

- 7.1. During the Contract, the Contractor shall look to develop, maintain, and improve efficiency, quality and where possible provide a reduction in charges to enhance the overall delivery of the Contract.
- 7.2. The Contractor shall have an ongoing obligation throughout the Contract to identify new and potential improvements to the Services which shall include, but are not limited to:
 - New or potential improvement which enhances the quality, responsiveness, procedures, methods and/or customer support services; and
 - Changes in business processes and ways of working that would enable the Services to be delivered at lower costs and /or at greater benefits to the Authority.

8. PERFORMANCE MANAGEMENT

- 8.1. Key Performance Indicators (KPIs) are essential in order to align Contractor performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
- 8.2. The Contract shall be managed in accordance with the Authority's Terms and Conditions and KPIs under the Performance Management Framework.

9 PERFORMANCE MANAGEMENT FRAMEWORK

1. Overview of the PMF

- 1.1. As part of the Authority's continuous drive to improve the performance of all Contractors, this PMF will be used to monitor, measure and control all aspects of the Supplier's performance of contract responsibilities.
- 1.2. The PMF purpose is to set out the obligations on the successful Contractor, to outline how the successful Contractor's performance will be monitored, evaluated and rectified for performance.
- 1.3. The Authority may define any reasonable performance management indicators for the Contractor under the following categories:
 - Updates to Authority
 - Data Handling
 - Participatory Outputs
 - Reports
 - Presentations
- 1.4. The above categories are consistent with all Contract awards allowing the Authority to monitor Contractor performance at both individual level and at the enterprise level with the individual Contractor.

2. Management of the PMF

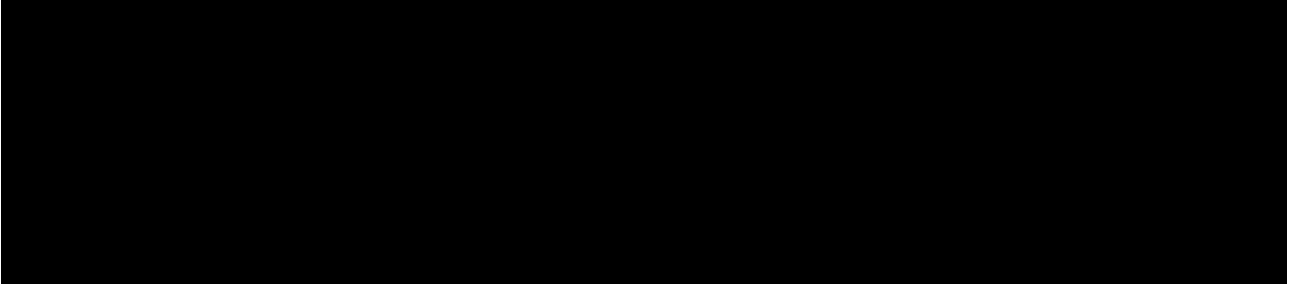
- 2.1. Key Performance Indicators (KPIs) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPIs will be reported by the Contractor to the Authority on a monthly basis. The Contractor shall detail performance against KPIs in monthly project management telephone meetings and at quarterly Contract Meetings with the Authority; who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential in order to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also must be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.

- 2.5. The Authority reserves the right to amend the existing KPIs detailed in Section 5 or add any new KPIs. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

10 KEY PERFORMANCE INDICATORS

KPI Number	KPI Indicator	How will this be measured?	KPI ratings		
KPI 1	<p>Project Management</p> <p>Objectives and deliverables are completed on time and all outputs are achieved. Contractor presents clear plan of how deliverables will be met, and risks assessed.</p>	<p>Contractor to report progress against objectives and deliverables detailed in Specification. Contractor to identify and address risks where relevant and suggest strategies to overcome these.</p> <p>Authority to assess whether outputs (meetings, workshops, and reports) have been produced satisfactorily.</p>	<p>Failure to respond to risks or deliver outputs in a timely fashion. Progress is not regularly communicated.</p>	<p>Failure to respond to certain risks or deliver certain outputs in a timely fashion objective only partially met within time scales, communication limited. Limited plan on how deliverables will be met, and risks assessed presented to Authority.</p>	<p>Delivery timescales and outputs achieved, progress and risks are regularly communicated. Clear plan on how deliverables will be met and risks assessed presented to Authority.</p>

11. TENDERER'S RESPONSE



ANNEX 4 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

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

2.

3.

4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.

5. Any such further instructions shall be incorporated into this Annex.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller, and the Contractor is the Processor in accordance with Clause E2.1.
Subject matter of the processing	The subject matter of the processing is any data generated from the research and contact details of registered users of MCCPs, provided to the Processor by the Authority.
Duration of the processing	Processing will take place for the duration of the contract: 02/09/2022 to 10/10/2023. Personal data will be retained for the duration of the contract contract, i.e. 13 months.

	Scientific research data will be retained indefinitely in order to be available to the research community.
Nature and purposes of the processing	For the purpose of implementation of the research project contact details of registered users of MCCPs will be stored. This data will be used to undertake stakeholder engagement. The engagement will not involve the collection of further personal data. Data that is collected will be collected in agreement with the respective owner of this data; the data will be collected through email correspondence, telephone conversations or during face-to-face meetings. All data will be stored on the secure Wood Environment & Infrastructure Solutions UK Ltd one-drive with access restricted to those with a need to know. In order to enable effective communication, telephone numbers will be stored on mobiles of the respective PIs of the individual project components.; No personal data, such as the names of individuals contacted, will be mentioned in project reports, where appropriate company information will be anonymised Personal data will be transferred to other Wood Environment & Infrastructure Solutions UK Ltd staff involved in the projects to enable the effective implementation of the project; personal data will only be transferred outside Wood Environment & Infrastructure Solutions UK Ltd upon request and with the explicit permission of the respective owner and only to further the work within the scope of this project.
Type of Personal Data	Wood Environment & Infrastructure Solutions UK Ltd staff data as names, working and email addresses in relation to this specific contract. The names, phone numbers and email addresses of registered users of MCCPs will be provided by the Authority to the Processor Names of Wood Environment & Infrastructure Solutions UK Ltd temporary staff and interns/ micro placements /students as well as CVs, phone numbers and email addresses and images taken during their work on this project; contact details such as telephone numbers and emails of suppliers
Categories of Data Subject	Wood Environment & Infrastructure Solutions UK Ltd permanent staff and interns, relevant industry actors such as registered users of MCCPs and industry bodies/associations.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Collected personal data will be retained for the duration of the contract (13 months). Data needed for scientific research purposes will be held indefinitely. Where appropriate the latter will be anonymised. All personal data is to be destroyed and will be deleted from the Wood Environment & Infrastructure Solutions UK Ltd computer system i.e. emails, servers and back-ups on completion of the contract. Written confirmation of this will be provided to the Authority within 20 working days of completion of the contract/</p>
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