



**UK Research  
and Innovation**

**URSUS Consulting Ltd**

57 Balfour Rd  
London

N5 2HD

Attn: [REDACTED]

By email to: A [REDACTED]

Date: 06<sup>th</sup> April 2022

Your ref: U.190

Our ref: **PS22085** Dear

Sirs,

**Award of contract for the supply of PS22085 Evaluation of public dialogue project on the uses and implications of biomass and BECCS**

Following your tender/ proposal for the supply of PS22085 Evaluation of public dialogue project on the uses and implications of biomass and BECCS, we are pleased to award this contract to you.

This letter (Award Letter) and its Schedule(s) set out the terms of the Contract between:

- (1) **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("UKRI"); and
- (2) **URSUS Consulting Ltd** a company incorporated and registered in England and Wales with company number **05326647** whose registered office is at 57 Balfour Rd, London, N5 2HD (the "Supplier").

Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Schedule 1 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 UKRI and may delay conclusion of the Contract.

For the purposes of the Contract, UKRI and the Supplier agree as follows: **Term**

1 Commencement Date: 06<sup>th</sup> April 2022

2 Expiry Date: Friday, 30<sup>th</sup> April 2023

**Description of Goods and/or Services**

3 The Specification of the Goods and/or Services to be delivered is as set out in Schedule 2.

**Charges & Payment**

4 The Charges for the Goods and/or Services shall be as set out in Schedule 3.

5 All invoices should be sent, quoting a valid purchase order number (PO Number) provided by UKRI, to: [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk).

6 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 UKRI 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 [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk) or by telephone 017938 67005 between 09:00-17:00 Monday to Friday.

### Supplier's Limit of Liability

7 The Limit of Liability of the Supplier under this Contract shall be: 125% of the total Charges paid and payable to the Supplier under this Contract.

### Notices

8 The address for notices of the Parties are:

**UKRI**

Polaris House, North Star Avenue,  
Swindon, England, SN2 1FL

Attention: TBC

Email: [REDACTED]

**Supplier**

57 Balfour Rd, London, N5 2HD

Attention: [REDACTED]

Email: [REDACTED]

### Liaison

9 For general liaison your contact will continue to be [REDACTED]

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [REDACTED] at the above address. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

Name:

Position:

Date:

[REDACTED]

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **URSUS Consulting Ltd**

Signature:

Name:

Position:

Date:

[REDACTED]

**Schedule 1****Terms and Conditions of Contract for Goods and/or Services****1 INTERPRETATION****1.1** In these terms and conditions:

"Award Letter" means the letter from UKRI to the Supplier printed above these terms and conditions;

"Central Government Body" means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

"Charges" means the charges for the Goods and/or Services as specified in the Award Letter;

"Commencement Date" means the date for the start of the Contract as set out in the Award Letter;

"Confidential Information" means:

- (a) all confidential information and data which is acquired from or made available (directly or indirectly) by the Disclosing Party or the Disclosing Party's representatives however conveyed or presented, including but not limited to any information or document relating to the Disclosing Party's business, affairs, operations, budgets, policies, processes, initiatives, plans, product information, pricing information, technical or commercial know-how, trade secrets, specifications, strategies, inventions, designs, software, market opportunities, personnel, customers or suppliers (whether relating to this Contract or otherwise) either orally, in writing, or in whatever form obtained or maintained;
- (b) any information or analysis derived from the Confidential Information;
- (c) anything marked as confidential and any other information notified by or on behalf of the Disclosing Party to the Receiving Party as being confidential;
- (d) the existence and terms of this Contract and of any subsequent agreement entered into in relation to this Contract;
- (e) the fact that discussions and negotiations are taking place concerning this Contract and the status of those discussions and negotiations; and
- (f) any copy of any of the information described in (a), (b), (c), (d) or (e) above, which shall be deemed to become Confidential Information when it is made. For the purposes of this definition, a copy shall include, without limitation, any notes or recordings of the information described in (a), (b), (c), (d) or (e) above (howsoever made);

"Contract"	means the contract between (i) UKRI and (ii) the Supplier constituted by the Supplier's countersignature of the Award Letter and includes the Award Letter and Schedules;
"Data Protection Legislation"	means, for the periods for which they are in force, all laws giving effect or purporting to give effect to the GDPR, the Data Protection Act 2018, or otherwise relating to data protection, including the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;
"Data Subject"	shall have the same meaning as in the Data Protection Legislation;
"Date of Delivery"	means that date by which the Goods must be Delivered to UKRI, as specified in the Award Letter.
"Deliver"	means hand over the Goods to UKRI at the address and on the date specified in the Award Letter, which shall include unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
"Disclosing Party"	means a Party that makes a disclosure of Confidential Information to another Party;
"EIR"	means the Environmental Information Regulations 2004 (or if applicable the Environmental Information Regulations (Scotland) 2004);
"Expiry Date"	means the date for expiry of the Contract as set out in the Award Letter;
"FOIA"	means the Freedom of Information Act 2000 (or if applicable the Freedom of Information (Scotland) Act 2002);
"GDPR"	means: <ul style="list-style-type: none"> <li>(a) the General Data Protection Regulations (Regulation (EU) 2016/679); or</li> <li>(b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);</li> </ul>
"Good Industry Practice"	means all relevant practices and professional standards that would be expected of a well-managed, expert service provider performing services substantially similar to the Services or substantially similar to the Goods provided to customers of a substantially similar size and nature as UKRI;
"Goods"	means the goods to be supplied by the Supplier to UKRI under the Contract;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights"	means: <ul style="list-style-type: none"> <li>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;</li> </ul>



	(b)	applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	(c)	all other rights having equivalent or similar effect in any country or jurisdiction;
"Limit of Liability"		means the limit of liability identified in the Award Letter;
"Party"		the Supplier or UKRI (as appropriate) and "Parties" shall mean both of them;
"Personal Data"		means the personal data (as defined in the Data Protection Legislation) which relates to or originates from UKRI, or any of UKRI's employees, contractors or customers and which is processed by or on behalf of the Supplier under this Contract;
"Personal Data Breach"		shall have the meaning given in the Data Protection Legislation;
"Purchase Order Number"		means UKRI's unique number relating to the order for Goods and/or Services to be supplied by the Supplier to UKRI in accordance with the terms of the Contract;
"Receiving Party"		means a Party to which a disclosure of Confidential Information is made by another Party;
"Request for Information"		has the meaning set out in the FOIA or the EIR as relevant (where the meaning set out for the term "request" shall apply);
"Services"		means the services to be supplied by the Supplier to UKRI under the Contract;
"Specification"		means the specification for the Goods and/or Services to be supplied by the Supplier to UKRI (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 Contract;
"Staff Vetting Procedures"		means vetting procedures that accord with good industry practice or, where requested by UKRI, UKRI's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Term"		means the period from the Commencement Date to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"TUPE"		means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time;
"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, Sunday, public holiday or 27, 28, 29, 30 and 31 December) when banks in London are open for business.

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

- (a) references to numbered clauses are references to the relevant clause in these terms and conditions;
- (b) 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;

- (c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Contract;
- (d) 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
- (e) the word 'including' shall be understood as meaning 'including without limitation'.

## 2 **BASIS OF CONTRACT**

- 2.1 The Award Letter constitutes an offer by UKRI to purchase the Goods and/or Services subject to and in accordance with the terms and conditions of the Contract.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by UKRI of a copy of the Award Letter countersigned by the Supplier.

## 3 **SUPPLY OF GOODS AND SERVICES**

- 3.1 In consideration of UKRI's agreement to pay the Charges, the Supplier shall supply the Goods and/or Services to UKRI subject to and in accordance with the terms and conditions of the Contract.
- 3.2 In supplying the Goods and/or Services, the Supplier shall:
  - (a) co-operate with UKRI in all matters relating to the supply of Goods and/or Services and comply with all UKRI's instructions; and
  - (b) comply with all applicable laws.
- 3.3 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:
  - (a) be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;
  - (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
  - (c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;
  - (d) be free from design defects; and
  - (e) be fit for any purpose held out by the Supplier or made known to the Supplier by UKRI expressly or by implication, and in this respect UKRI relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by UKRI of any designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this clause 3.3.
- 3.4 In supplying the Services, the Supplier shall:
  - (a) perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - (b) 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 Contract;
  - (c) ensure that the Services shall conform with all descriptions and specifications set out in the Specification;

- (d) not do or allow anything to be done that would, or would be likely to, bring UKRI into disrepute or adversely affect its reputation in any way; and
- (e) provide all equipment, tools and vehicles and other items as are required to provide the Services.

#### 4 **TERM**

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

#### 5 **CHARGES, PAYMENT AND RECOVERY OF SUMS DUE**

5.1 The Charges for the Goods and/or 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 Goods and/or Services. Unless otherwise agreed in writing by UKRI, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and/or performance of the Service.

5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. UKRI shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods and/or Services.

5.3 The Supplier shall invoice UKRI as specified in the Contract. Each invoice shall include such supporting information required by UKRI to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods and/or Services supplied in the invoice period.

5.4 In consideration of the supply of the Goods and/or Services by the Supplier, UKRI 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. UKRI may, without prejudice to any other rights and remedies under the Contract, withhold or reduce payments in the event of unsatisfactory performance.

5.5 If UKRI fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of clause 5.4 after a reasonable time has passed (which shall be no less than 14 calendar days).

5.6 If there is a dispute between the Parties as to the amount invoiced, UKRI may reject the invoice in its entirety. The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 18.5. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 21.

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

- (a) provisions having the same effects as clauses 5.3 to 5.6 (inclusive) of this Contract; and
- (b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as clauses 5.3 to 5.7 (inclusive) of this Contract.
- (c) In this clause 5.7, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from UKRI 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 Contract.

5.8 If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay to UKRI in respect of any breach of the Contract), that sum may be deducted unilaterally by UKRI from any sum then due, or which may come due, to the

Supplier under the Contract or under any other agreement or contract with UKRI. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against UKRI in order to justify withholding payment of any such amount in whole or in part.

## **6 DELIVERY**

6.1 The Supplier shall Deliver the Goods to UKRI on or by the Date of Delivery. Unless otherwise agreed in writing by UKRI, Delivery shall be on the date and to the address specified in the Award Letter. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and UKRI has signed for the Delivery.

6.2 Any access to UKRI's premises and any labour and equipment that may be provided by UKRI in connection with Delivery of the Goods shall be provided without acceptance by UKRI of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of UKRI or its servant or agent. The Supplier shall indemnify UKRI in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which UKRI may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-Suppliers.

6.3 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.

6.4 Unless otherwise stipulated by UKRI in the Award Letter, Deliveries shall only be accepted by UKRI on Working Days and during normal business hours.

6.5 Where (i) the Supplier fails to Deliver the Goods or part of the Goods or (ii) the Goods or part of the Goods do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, UKRI shall be entitled:

- (a) to terminate the Contract;
- (b) to require the Supplier, free of charge, to deliver substitute Goods within the timescales specified by UKRI;
- (c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the Charges of the rejected Goods (if paid);
- (d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and UKRI shall be entitled to a full refund on those Goods or part of Goods duly returned;
- (e) to buy the same or similar Goods from another supplier; and
- (f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

## **7 PROPERTY AND GUARANTEE OF TITLE**

7.1 Without prejudice to any other rights or remedies of UKRI, title and risk in the Goods shall pass to UKRI when Delivery of the Goods is complete (including off-loading and stacking).

7.2 The Supplier warrants that:

- (a) it has full clear and unencumbered title to all the Goods;
- (b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to UKRI; and



- (c) on Delivery UKRI shall acquire a valid and unencumbered title to the Goods.

## 8 **STAFF**

8.1 If UKRI reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:

- (a) refuse admission to the relevant person(s) to UKRI's premises;
- (b) direct the Supplier to end the involvement in the provision of the Goods and/or Services of the relevant person(s); and/or
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by UKRI to the person removed is surrendered,

and the Supplier shall comply with any such notice.

8.2 The Supplier shall:

- (a) ensure that all Staff are vetted in accordance with the Staff Vetting Procedures and if requested, comply with UKRI's Staff Vetting Procedures as supplied from time to time;
- (b) ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of UKRI, or is of a type otherwise advised by UKRI (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, the Staff Vetting Procedures or otherwise) is employed or engaged in the provision of any part of the supply of the Goods and/or Services;
- (c) if requested, provide UKRI with a list of the names and addresses (and any other relevant information) of all persons who may require admission to UKRI's premises in connection with the Contract; and
- (d) procure that all Staff comply with any rules, regulations and requirements reasonably specified by UKRI.

## 9 **TUPE**

9.1 The Supplier warrants that the provision of the Goods and/or Services shall not give rise to a transfer of any employees of the Supplier or any third party to UKRI pursuant to TUPE.

## 10 **ASSIGNMENT AND SUB-CONTRACTING**

10.1 The Supplier shall not without the written consent of UKRI assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Contract or any part of the Contract. UKRI 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.

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

10.3 UKRI may assign, novate, or otherwise dispose of its rights and obligations under the Contract 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 Contract.

## 11 **INTELLECTUAL PROPERTY AND INDEMNITY**

11.1 All Intellectual Property Rights in any materials provided by UKRI to the Supplier for the purposes of this Contract shall remain the property of UKRI but UKRI hereby grants the Supplier a royaltyfree, non-exclusive and non-transferable licence to use such materials as required until termination or

expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.

11.2 The ownership of all Intellectual Property Rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Goods and/or Services shall vest in UKRI. If, and to the extent, that the ownership of any Intellectual Property Rights in such materials vest in the Supplier by operation of law, the Supplier hereby assigns ownership of such Intellectual Property Rights to UKRI 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).

11.3 UKRI hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use any Intellectual Property Rights in the materials created or developed by the Supplier pursuant to the Contract and any Intellectual Property Rights arising as a result of the provision of the Goods and/or Services as required until termination or expiry of this Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract

11.4 Without prejudice to clause 11.2, the Supplier hereby grants UKRI a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights vested in or licensed to the Supplier on the date of the Contract or during the Term to the extent not falling within clause 11.2 including any modifications to or derivative versions of any such Intellectual Property Rights, which UKRI reasonably requires in order to exercise its rights and take the benefit of the Contract including the Goods and/or Services provided.

11.5 The Supplier shall indemnify, and keep indemnified, UKRI in full against all cost, 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 UKRI as a result of or in connection with any claim made against UKRI 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 Goods and/or Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

11.6 UKRI shall promptly notify the Supplier of any infringement claim made against it relating to any Goods and, subject to any statutory obligation requiring UKRI to respond, shall permit the Supplier to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. UKRI shall give the Supplier such assistance as it may reasonably require to dispose of the claim and shall not make any statement which might be prejudicial to the settlement or defence of the claim.

## 12 RECORDS

12.1 If required by UKRI, the Supplier shall:

(a) attend progress meetings with UKRI at the frequency and times specified by UKRI and shall ensure that its representatives are suitably qualified to attend such meetings; and (b) submit progress reports to UKRI at the times and in the format specified by UKRI.

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

## 13 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY

13.1 Subject to clause 13.2, each Party shall:

(a) 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

- (b) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under the Contract.

13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:

- (a) where disclosure is required by applicable law or by a court of competent jurisdiction;
- (b) to its auditors or for the purposes of regulatory requirements;
- (c) on a confidential basis, to its professional advisers;
- (d) 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;
- (e) 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 Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2(e) shall observe the Supplier's confidentiality obligations under the Contract; and
- (f) where the Receiving Party is UKRI:
  - (i) on a confidential basis to the employees, agents, consultants and contractors of UKRI;
  - (ii) on a confidential basis to any Central Government Body, any successor body to a Central Government Body or any company to which UKRI transfers or proposes to transfer all or any part of its business;
  - (iii) to the extent that UKRI (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or (iv) in accordance with clause 14.

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 UKRI under this clause 13.

13.3 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 Contract is not Confidential Information and the Supplier hereby gives its consent for UKRI to publish the Contract 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 Contract agreed from time to time. UKRI 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 Contract is exempt from disclosure in accordance with the provisions of the FOIA.

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

## 14 FREEDOM OF INFORMATION

14.1 The Supplier acknowledges that UKRI is subject to the requirements of the FOIA and the EIR and shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by UKRI to enable UKRI to comply with its obligations under the FOIA and the EIR;

- (b) transfer to UKRI all Requests for Information relating to the Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide UKRI with a copy of all Information belonging to UKRI requested in the Request for Information which is in its possession or control in the form that UKRI requires within 5 Working Days (or such other period as UKRI may reasonably specify) of UKRI's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by UKRI.

14.2 The Supplier acknowledges that UKRI may be required under the FOIA and the EIR to disclose Information concerning the Supplier or the Goods and/or Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier.

14.3 Notwithstanding any other provision in the Contract, UKRI shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Goods is exempt from disclosure in accordance with the FOIA and/or the EIR.

## 15 **PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

15.1 In this Clause 15, the terms, "processes", "data controller" and "data processor" shall have the same meanings given to them under Data Protection Legislation.

15.2 The Parties acknowledge that for the purposes of Data Protection Legislation, UKRI is the data controller and the Supplier is the data processor of any Personal Data.

15.3 The Supplier shall and shall procure that its staff and sub-contractors shall comply with all Data Protection Legislation in relation to any Personal Data processed.

15.4 Without limiting Clauses 15.2 and 15.3, the Supplier shall at all times (and shall ensure that at all times its staff):

- (a) process Personal Data only in accordance with the documented instructions received from UKRI and during the Term of this Contract. The Supplier shall immediately inform UKRI if, in the Supplier's opinion, an instruction from UKRI infringes the Data Protection Legislation or any other applicable law;
- (b) ensure that any person to whom it provides the Personal Data is subject to appropriate confidentiality obligations;
- (c) disclose any Personal Data only on a need to know basis to staff directly concerned with the provision of the Goods and/or Services;
- (d) not transfer or direct the transfer of any Personal Data to any third party or process or direct the processing of Personal Data outside of the European Economic Area in each case without UKRI's prior written consent (which consent may be subject to conditions as directed by UKRI);
- (e) keep all Personal Data confidential, and have in place now and shall on a continuing basis take all reasonable appropriate technical and organisational measures to keep all Personal Data confidential and secure and to protect against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration, disclosure or access;
- (f) upon request by UKRI, promptly do such other acts in relation to the Personal Data, or any part thereof, as UKRI shall request to enable UKRI to comply with its obligations under the Data Protection Legislation;
- (g) notify UKRI promptly (and at least within 24 hours) if it receives a request from a Data Subject or a complaint relating to a Data Subject and promptly provide UKRI with all such



data, information, cooperation and assistance as is required by UKRI in order to respond to and resolve the request or complaint within any applicable time frames;

- (h) provide such information and allow for and contribute to audits, including inspections, conducted by UKRI or an auditor mandated by UKRI, as is reasonably necessary to enable UKRI to satisfy itself of the Supplier's compliance with this Clause 15 and the Data Protection Legislation
- (i) on termination or expiry of this Contract, and at any other time on UKRI's request, either return or destroy (as elected by UKRI) the Personal Data (including all copies of it) and confirm in writing that it has complied with this obligation; and
- (j) notify UKRI without undue delay on becoming aware of any Personal Data Breach and promptly following notification, provide such data, information and assistance as is required by UKRI in order for UKRI to notify the Personal Data Breach to the Information Commissioner and/or Data Subject(s) and otherwise fulfil its obligations under Data Protection Legislation.

## 16 LIABILITY

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

16.2 Subject always to clause 16.5 and 16.6 in no event shall either Party be liable to the other Party 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.

16.3 Subject always to clause 16.5 and 16.6, the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Goods and/or perform the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed the Limit of Liability.

16.4 Subject to clause 16.5, the aggregate liability of UKRI in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges.

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

- (a) death or personal injury caused by its negligence or that of its Staff;
- (b) fraud or fraudulent misrepresentation by it or that of its Staff;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(d) any other matter which, by law, may not be excluded or limited.

16.6 The Supplier's liability under the indemnities in clauses 11.5, 15 and 20.3 shall be unlimited.

16.7 The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract. On request from UKRI, the Supplier shall provide UKRI with copies of the insurance policy certificates and details of the cover provided.

## 17 **FORCE MAJEURE**

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract 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 30 days, either Party may terminate the Contract by written notice to the other Party.

## 18 **TERMINATION**

18.1 UKRI may terminate the Contract in whole or in part at any time before the Goods and/or Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue the provision of the Goods and/or Services (in whole or in part as applicable). UKRI shall pay to the Supplier:

- (a) such Charges or that part of the Charges for Goods which have been Delivered to UKRI or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund; and/or
- (b) such Charges or that part of the Charges for Services provided and a fair and reasonable portion of the Charges for work-in-progress in performing the Services at the time of termination,

but UKRI shall not be liable for any loss of anticipated profits or any consequential loss and the Supplier shall have a duty to mitigate its costs and shall on request provide proof of work-inprogress claimed.

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

18.3 Without prejudice to any other right or remedy it might have, UKRI may terminate the Contract by written notice to the Supplier with immediate effect if the Supplier:

- (a) (without prejudice to clause 18.3(e)), is in material breach of any obligation under the Contract which is not capable of remedy;
- (b) repeatedly breaches any of the terms and conditions of the Contract 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 Contract;
- (c) 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;
- (d) undergoes a change of control within the meaning of section 1124 of the Corporation Tax 2010, unless UKRI has given its prior written consent to the change of control or does not

raise an objection within 6 months of the Supplier's written notice to UKRI that a change of control has occurred;

- (e) breaches the provisions of clauses 8.2, 13, 14, 15 and 19;
  - (f) 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 18.3) in consequence of debt in any jurisdiction; or
  - (g) fails to comply with legal obligations in the fields of environmental, social or labour law.
- 18.4 The Supplier shall notify UKRI as soon as practicable of any change of control as referred to in clause 18.3(d) or any potential such change of control.
- 18.5 In addition to the Supplier's statutory rights, the Supplier may terminate the Contract by written notice to UKRI if UKRI has not paid any undisputed invoice within 90 days of it falling due.
- 18.6 Termination or expiry of the Contract 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 clauses 2, 3.2, 3.3, 8, 11, 12.1, 13, 14, 15, 16, 18.7, 19.4, 20.3, 21 and 22.9 and any other term or condition of the Contract that either expressly or by implication has effect after termination.
- 18.7 Upon termination or expiry of the Contract, the Supplier shall:
- (a) give all reasonable assistance to UKRI and any incoming supplier of Goods and/or Services; and
  - (b) return all requested documents, information and data to UKRI as soon as reasonably practicable.

## 19 COMPLIANCE

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

19.2 The Supplier shall:

- (a) comply with the reasonable requirements of UKRI's security arrangements;
- (b) comply with all UKRI's health and safety measures;
- (c) notify UKRI immediately in the event of any incident occurring in the performance of its obligations under the Contract on UKRI's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;
- (d) perform its obligations under the Contract in accordance with all applicable equality law and UKRI's equality and diversity policy as provided to the Supplier from time to time;
- (e) take all reasonable steps to secure the observance of clause 19.2(d) by all Staff; and
- (f) supply the Goods and any packaging in accordance with UKRI's environmental policy as provided from time to time.

19.3 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Award Letter, any statutory requirements and any

requirements of the carriers. All packaging materials shall be considered non-returnable. The Supplier shall indemnify UKRI against all actions, suits, claims, demands, losses, charges, costs and expenses which UKRI may suffer or incur as a result of, or in connection with, any breach of this clause 19.3.

19.4 If notified by UKRI, the Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

(a) the Official Secrets Acts 1911 to 1989; and (b)

section 182 of the Finance Act 1989.

## 20 PREVENTION OF FRAUD AND CORRUPTION

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

20.2 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 Contract and shall notify UKRI immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to the Contract or any other contract with the Crown (including UKRI) UKRI may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by UKRI resulting from the termination, including the cost reasonably incurred by UKRI of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by UKRI throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by UKRI in consequence of any breach of this clause.

## 21 DISPUTE RESOLUTION

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

21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, 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.

21.3 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.

## 22 GENERAL

22.1 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 Contract, and that the Contract is executed by its duly authorised representative.

22.2 The Supplier warrants and represents that during the Term it shall not accept work from other sources that will in any way impair or affect its ability to provide the Goods and/or Services and comply with the terms of this Contract.



- 22.3 The Supplier must make sure that neither it nor any of its Staff or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between their interests or the interests of its Staff or sub-contractors and the Supplier's obligations under this Contract. You must disclose to us the particulars of any conflict of interest that arises.
- 22.4 A person who is not a party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him or her, without the prior written agreement of the Parties.
- 22.5 The Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 22.6 The Contract 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 Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause 22.6 shall exclude liability for fraud or fraudulent misrepresentation.
- 22.7 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Contract 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 Contract.
- 22.8 The Contract 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 Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.9 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract (whether under the Contract, 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.
- 22.10 If any provision of the Contract 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 Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of the Contract.

## 23 NOTICES

- 23.1 Any notice to be given under the Contract shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, 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.
- 23.2 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.
- 23.3 Notices under clauses 17 and 18 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 23.1.

## 24 GOVERNING LAW AND JURISDICTION

- 24.1 The validity, construction and performance of the Contract, 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 2****Specification**

- 1 The Suppliers shall provide the Goods and/or Services in accordance with this Schedule 2.

**1. Background**

**This document is the specification for a formative and summative evaluation of a public dialogue project. The specification for that public dialogue is given in its entirety in this Background section, below.**

**SPECIFICATION FOR THE PUBLIC DIALOGUE PROJECT****Strategic context**

As a department, BEIS' responsibilities include energy, clean growth and climate change. In order to meet its responsibilities in these areas, BEIS delivers policies on renewable energy and energy security, and heat and industrial decarbonisation. Biomass has a role to play in all of these areas, and as a result BEIS is leading on the development of a cross-government Biomass Strategy which is due to be published in late 2022.

The Biomass Strategy will detail the government's view on how biomass can best contribute towards net zero across these areas, and outline the policies needed to deploy biomass in the priority areas for net zero, alongside the frameworks to support these policies, such as sustainable supply of resources, sustainability and air quality requirements, and GHG accounting mechanisms.

BEIS launched a call for evidence in spring 2021 to seek stakeholders' views about the role of biomass in achieving net zero and the technological, policy, and other barriers which need to be overcome to realise any opportunities. Following the call for evidence, we consider further public engagement and dialogue is required to better understand public views about uses of biomass and associated technologies. This need for further public/community engagement was specifically raised by a number of respondents in their responses to the call for evidence. This public engagement will feed into the development of the forthcoming Biomass Strategy.

The Sciencewise programme, led and funded by UK Research and Innovation (UKRI) and supported by BEIS, aims to improve UK public sector policy-making around areas of science, technology and innovation through the use of public dialogue. The programme provides financial support (through a co-funding model) and specialist advice in all aspects of best practice in dialogue with the public to help Government departments and public sector bodies develop and commission public dialogue. For this project, Sciencewise will be working with BEIS.

**Rationale for the project**

As part of this Sciencewise public dialogue project, we want to (i) explore views, any areas of concern, and possible conditions for biomass use further, (ii) identify areas where information and additional knowledge would be most useful to the public, and importantly (iii) add to the evidence base of public perspectives on biomass and Bioenergy with carbon capture and storage (BECCS). Here, we aim to build on the outcomes of the Climate Assembly UK work.

At present we consider that there is a gap in detailed public dialogue and engagement on biomass and BECCS, which has meant that the more detailed views of participants are not currently comprehensively captured or understood. This gap has been identified through a review of recent research and surveys undertaken on biomass and BECCS. In summary, we found that in large part research has been relatively general in terms of exploring the public's potential support for biomass, BECCS, and Carbon Capture, Utilisation and Storage (CCUS) technologies more widely, as well as general views on biomass/BECCS compared to other renewable technologies.

In much of the existing, more general, research that captures public views on biomass and BECCS (such as the BEIS Public Attitudes Tracker and Climate Assembly UK work), there is no evidence of strong public opposition to biomass being used as a source of renewable energy, although we acknowledge that in the UK Climate Assembly research for example, there were indications that support for BECCS may be limited and that concerns could be considerable. We would therefore like to explore further the nature and source of these concerns, why support may be limited, and whether public opinion is similar to, or diverges from, the views expressed in correspondence and engagement with other stakeholders. This cannot currently be confirmed with any level of confidence

due to the lack of more detailed and comprehensive public engagement that has taken place in this space on biomass and BECCS, for example through the UK Climate Assembly research.



Where there are any public concerns around the use of biomass and BECCS, it will be important for BEIS to understand specifically where these concerns lie so that they can be addressed as part of the development and implementation of the Biomass Strategy. Where concern and opposition are identified as part of this project, we will aim to establish the actions and conditions participants would prefer to be put in place in order to mitigate their concerns. This is particularly important for short-term policy development in areas, such as Power-BECCS, as the Government intends to develop a business model for Power-BECCS in the near future.

#### Size of dialogue project

- Minimum number of participants: 100
- Expenditure: The budget for this research project is £156,600.00 excl. VAT.

#### Anticipated impact/s of the research

The outcomes of this project are likely to impact a variety of decision-making areas in relation to biomass and BECCS policy.

The overarching strategic context for this project is net zero. The Net Zero Strategy (NZS) presented, for the first time, that Government sees a vital role for biomass and BECCS in achieving net zero and its sixth carbon budget. The NZS outlined that reaching net zero requires biomass use in many areas vital for decarbonisation, such as growing the low carbon fuel sector, producing low-carbon hydrogen at scale, reducing demand for energy and carbon-intensive resources, and delivering Greenhouse Gas Removals (GGR) at scale. The NZS demonstrated the cross-cutting and wide use of biomass in almost all sectors of the economy. In addition, Government has committed to delivering 5 Mt CO<sub>2</sub> of engineered removals by 2030, which (according to BEIS analysis) is unlikely to be delivered in this timeframe by any other technology but Power-BECCS.

Therefore, the context for exploring public views and opinion on biomass use has shifted significantly since 2016, when the Energy Systems Catapult undertook similar research, and even since the 2020 Climate Assembly UK work. To successfully deliver the targets set out in the NZS and make significant progress towards net zero in this decade requires us to refine our understanding of public opinion on these technologies, including the specific conditions and actions participants would like to see Government put in place when designing these policies to secure support or mitigate concerns. Increasing our understanding of public views and opinions will enable us to better factor into and consider the public voice in policy development in this space, in line with the Net Zero Strategy goals.

Government has committed to publishing a Biomass Strategy in late 2022, and public engagement and views on biomass sourcing and use, and on BECCS will form an important part of the Biomass Strategy, as it will steer policy development on biomass in a range of sectors. Business models for Power-BECCS are also in the early stages of development, and it is clear that research around public views on acceptability and conditions of use of these technologies are required in order to successfully roll out the technology at scale.

We foresee the most immediate impacts from the project being on the future harmonised sustainability criteria and policy which is being developed for biomass use in all sectors. At present, the UK's existing sustainability criteria are among the most stringent in the world, but are specific to financial support schemes in sectors, and specific requirements can vary to some extent across the schemes. Looking forward, we are exploring options to put in place a common sustainability criteria which can be applied to all biomass feedstocks across sectors regardless of support schemes. We foresee that input from participants on the specific criteria (such as those relating to biodiversity, carbon stocks, land rights, and social issues) that are most important to them could be included in the revised policy framework.

We also expect that views could impact and influence any potential future regulations around air quality and biomass use, such as BECCS. Similarly to the sustainability criteria, we would use participant views to establish the areas of greatest importance for participants to be regulated and the specific policies and areas where regulations should be made stricter.

When developing the specific requirements that we want to include in a common sustainability and air quality criteria for biomass, we intend to consider the evidence base alongside stakeholder views (collected via the recent call for evidence, future stakeholder workshops, and potential consultations) to draw up an evidence-based list of improvements that also considers the reporting burden on organisations. The findings of this public dialogue project will be considered alongside the evidence base and on the same footing as stakeholder views collected via other routes, to ensure they feed in and all views are represented.

Also on BECCS, participants could influence policy by stating preferences for the types of BECCS (Power-BECCS, Energy-from-Waste BECCS, Hydrogen-BECCS, BECCS in transport fuel



production, etc) or ways of using it, and/or how much of each type of BECCS they would like to see and provide preferences for the regional distribution of the plants.

Participants will need to be given the opportunity to evaluate and react to the technology outside the immediate context, and while there is little scope for direct impact on this broader point, participants' views will form part of the ongoing social research base for biomass sourcing and use policy in the energy, transport, heat, land use, and GGR sectors.

The outputs from this research will form part of our consideration into the social implications and/or impacts of biomass use and sourcing, for example on local communities around biomass plants (e.g. combustion, anaerobic digestion, and gasification plants) and BECCS plants. Biomass plants can range in size significantly, presenting different impacts on local communities. Different biomass technologies have different environmental and AQ impacts and often use different source materials (e.g. wood pellets for combustion, food waste, sewage sludge, other biogenic waste in anaerobic digestion), therefore it is important to establish whether and how participants' views differ across these technologies. The findings could also influence areas of further research, particularly in the social research and public trust space.

Importantly, as part of the forthcoming Biomass Strategy, we intend to build a wider plan for building and improving public trust, mitigating concerns about government's regulations and processes for reducing potential negative impacts of using biomass and BECCS in achieving net zero. To do this, we need to understand the views and key areas of concerns so that we can specifically address these points, and this project will deliver vital information towards this objective from which we will be able to consider how best to build further effective communications and engagements. The findings from this project will also allow the team to gain a greater understanding of how policies relating to biomass may fit in with Government's Public Sector Equality Duties, for example if policies were likely to adversely impact a certain group of the population, which is currently an evidence gap.

#### **Aims and objectives of the dialogue project**

The overall aim of the project is to engage with a diverse group of participants on biomass and BECCS to gather views, perspectives, and any concerns on biomass sourcing (both domestic and imports) and use, including as part of BECCS. The findings will inform the forthcoming Biomass Strategy; specifically, we intend to include a plan for public engagement for the implementation of the Biomass Strategy. In addition, the findings of the project will influence any future sustainability criteria or regulations for biomass/BECCS, as well as inform BEIS of the areas where future public engagement is required. The project objectives are:

1. To engage a diverse group of participants, broadly reflective of the UK public, in topic areas relating to the development of the Biomass Strategy
2. To explore and understand participants' aspirations and concerns in relation to biomass sourcing (both domestic and imports), production and use across the economy
3. To understand what values and perspectives inform participants' views in order to inform and help refine any future communications and engagement
4. To define conditions of use in relation to sustainability frameworks (which could include areas like land, biodiversity, environmental impacts, ecosystem services, emissions and social criteria)
5. To determine participants' views of using biomass, particularly through BECCS, as a negative emissions technology in achieving net zero
6. To help shape other aspects of Government policy and guidance as part of the forthcoming Biomass Strategy, and inform future engagement

#### Questions/question areas to explore

The successful bidder will be expected to explore the following questions as part of the public dialogue to deliver the project objectives:

- a) What are participants' views on uses of biomass across different sectors of the economy (such as transport, land-use, agriculture, energy and heat) in the context of net zero?

- Sub-questions could include exploring different types of feedstocks, how biomass is produced and sourced as well as where it is sourced from (both domestically and imported), and using biomass for bio-based products.
  - There should be an opportunity for participants to share any concerns with the wider concept of using biomass/BECCS, as well as into more specific areas such as sustainability or use as offsets distracting from the need for mitigation
  - There could also be a sub-question looking into views and concerns around using biomass as a Greenhouse Gas Removal (GGR) technique to offset emissions more generally (i.e. through a range of GGR methods, not just through BECCS).
- b) What are the values or perspectives that underpin participant views and concerns on biomass?
- c) What governance, regulation and criteria do participants want in place to ensure that any sourcing (both domestic and imported) and use of biomass in the UK, including for BECCS, is sustainable?
- Who do they trust to oversee the governance and regulation of biomass use, including BECCS?
  - This could also include exploring who should pay for BECCS, how BECCS could affect specific communities/geographic locations (and how impacts could be minimised), what concerns around BECCS are etc
- d) How does certain information about biomass and BECCS impact on participants' views?
- e) What features (safety, security etc) would a converted biomass power plant with BECCS need, or what benefits could it bring (e.g. jobs, investment etc), for communities to support development in their own local area?
- f) What areas do participants wish for more information on in relation to biomass and BECCS/what areas are their knowledge gaps for participants?
- Within this, some flexibility in the design of the engagement should be kept, for example so participants could ask for input from particular organisations/perspectives

#### Group/s and any geographic areas to research

The objective of this research is to engage and hear from a diverse and inclusive group of citizens that is broadly reflective of the UK population, in so far as is possible with a relatively small number of participants, therefore these are the participants we expect the contractor to focus on.

We would also be interested in hearing the views of citizens that live relatively near to large biomass/BECCS power stations, such as Drax or Lynemouth, and participants such as farmers or others involved in agriculture/farming who play a key role in the production/sourcing of biomass and may be affected by any changes in land use (however the views of farmers, for example, could also be heard through involvement as 'expert representatives' in certain dialogue sessions throughout the project).

The work should take part in the four nations of the UK. Bidders should indicate how they would distribute the 100 minimum participants across the four nations and provide a rationale for this distribution.

Contractors should suggest the most cost efficient and valuable method of including the various important perspectives in this area. It is expected that a core group which is inclusive, diverse and reflective of the UK population as a whole will be selected, and then additional participants from some of the specific areas we'd like to ensure are covered will also be selected. If it is not possible to secure participants from the specific areas requested, it may be that these views can be included in the project through participation as 'experts' who provide presentations and input into the workshops, for example from farmers. This is expected to be explored with the successful bidder and the



| Oversight Group (OG) (see below for further information on the OG) once the successful bidder |



identifies the most cost efficient and valuable method of including the various important perspectives for the project.

### **Public dialogue methodology**

The contractor is expected to propose the detailed structure of this project; however, we anticipate that the core of the process will involve deliberative public dialogue processes in accordance with the Sciencewise [Guiding Principles](#) and [Quality in Public Dialogue Framework](#).

The exact methodology will be based on the experience and creativity of the winning contractor, and the resources and time frame of the project. The methodology suggested by bidders should include deliberative and dialogic elements and enable interaction between participants and specialists. There should be sufficient time for participants to receive, discuss, reflect and deliberate on information provided, and share and learn from each other's views. Bidders should note that detailed knowledge of the technical aspects of BECCS or biomass are not required for participants' views to be of value.

Depending on Covid-19 restrictions we may aim to hold some, possibly all, events in a hybrid manner to enable participation of a range of participants. The bidder should recommend an approach that does not impose additional risks on the costs or timetable for this work. Whichever channel is chosen for workshops (face-to-face or online), bidders should make clear what methodological challenges they anticipate arising from this particular topic, and how their methodology minimises or overcomes these challenges. Bidders should also outline a contingency plan or approach to deal with any unforeseen absences of participants or specialists due to illness, isolation or other commitments relating to the ongoing Covid-19 pandemic that may arise during the course of the project.

Although the final approach will depend on the successful contractor appointed, it is expected that there will be between 10-14 hours of workshops delivered as part of this project, with individual workshops usually lasting between 2-3 hours. Alongside this, we encourage bidders to utilise an appropriate online platform, to enable participants to engage with content between workshop sessions. This may include specific tasks for participants to undertake.

Following project kick-off, the successful bidder will be expected to undertake a rapid evidence assessment involving some desk research and stakeholder interviews to inform the development of the supportive materials. The OG may also raise questions about dialogue structure and design and bidders will need to allow for the incorporation of these feedback. Bidders will also be expected to suggest appropriate structures based on their expertise of running dialogue projects.

Wider stakeholder input to this project will be important, and we anticipate this being in the form of an initial stakeholder workshop, held online. Engaging stakeholders both at an early stage and throughout the project would:

1. Provide us with insight into the perspectives of a wider group than involved in overseeing the project.
2. Help to build awareness of the work at an early stage, potentially easing involvement of specialists in the public dialogue events.
3. Help with dissemination and communication of the findings on conclusion of the project.

Bidders will need to account for this stakeholder workshop in their proposed project timeline and demonstrate that feedback from the stakeholder group will be incorporated into materials prepared for the dialogue.

Stakeholders for the initial stakeholder workshop are expected to be selected through a collaborative process, with the Oversight Group (OG), BEIS Project Team, contractor and Sciencewise Dialogue and Engagement Specialist (DES) possibly all providing suggestions. Sciencewise and the evaluator are likely to challenge, and in doing so help to ensure that the full range of perspectives are reflected in any final list.

The stakeholder workshop should be used after parameters, scope and broad content have been agreed between the OG, BEIS Project Team and the contractor. The stakeholder workshop should at this point be used as a pilot, to identify any gaps in the plans, whether language used contains any misleading information, and/or whether positions outlined reflect the true breadth of the debates in this topic area. Bidders should propose how this stakeholder workshop will be organised, run and facilitated.

We welcome use of a digital platform as part of this work: if this is included in a proposed approach, bidders should specify what value it adds and how they plan to use the platform during the project. Bidders should make clear how their proposed approach will maximise the overall quality of the project, including the richness of data outputs, and the learning and impacts of the project.

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We welcome innovative approaches, provided these add to the overall value of the final process and outputs. Bidders are asked to provide an explanation for the design approach and methodology they recommend.

Potential contractors are encouraged to consider:

- That BEIS expects dialogue findings and conclusions that are reflective of the subject matter and rigorous enough to contribute to the evidence base for the policy and regulation around BECCS in the UK.
- How collaboration with other organisations or contractors may bring in suitable skills as necessary.
- How stimulus materials / case studies / scenarios may be developed to have legacy value beyond the project's lifespan, but without losing relevance and value to participants themselves.
- How they will ensure that participants have sufficient information and time to deliberate and respond to the issues under consideration without being overwhelmed.
- That the commissioners are open to creative digital engagement methodologies but are not looking for innovation for its own sake. Any innovation in process should be fully justified in terms of how this adds to the quality and insight of the project as a whole.
- How continued uncertainty over the coronavirus pandemic and any accompanying restrictions requires flexibility in approach and planning.
- What type of contingency arrangements they will make with regards to replacements in the case of incapacity for any reason.
- How and what incentives should be used to encourage participant involvement in the project, and how these incentives will be structured and provided over the course of the project.

#### Project Oversight

This project will be advised by an Oversight Group (OG) that represents views from academia, public sector (central government and arm's length bodies), private sector and civil society. This will include up to 15 experts. BEIS will provide a secretariat and expenses where relevant will be covered by the overall project budget.

The OG will provide expert advice about the development of the dialogue, including the design of the workshops and the presentation of technical concepts. Its advice will be considered by BEIS and the final decision for scope and content of the dialogue will be with the BEIS team. The role of the OG is to provide an independent perspective, reassurance about the integrity and quality of a project, to disseminate/communicate about the project and its findings, helping with impacts. The OG plays a key part in ensuring the unbiased selection of discussion materials by reviewing and providing challenge on these before they are used.

The successful contractor will be expected to attend and present/participate in OG meetings and provide information or give presentations as required by BEIS. We envisage there will be 3-4 such meetings held online.

A first OG meeting is likely to take place in the week commencing 21st March 2022, at which contractors will be primarily observers. Bidders are asked to note this date.

A furthermore substantive OG meeting will be scheduled at which the contractor will be asked to present initial design ideas and an overview of content to be covered.

The OG is likely to comprise individuals from some/all of the following organisations:

- RSPB
- REA
- WWF
- NFU
- Defra
- Supergen
- ADBA (Anaerobic Digestion and Bioresources Association)

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- Experts from various academic institutions

It is our intention that the OG membership reflects a diverse range of views on biomass/BECCS. At this stage it is proposed that there are around 10 OG members, however this may depend on availability.

#### Project Management

The project will be managed by a core team comprising the BEIS project team, led by Dr Anna Mikis, and the dialogue delivery contractors. The Sciencewise Dialogue and Engagement Specialist and the UKRI liaison will also both input into the project and its management.

BEIS has appointed a project manager who will: manage the contract; monitor and manage actions and interdependencies; evaluate against delivery timeline; coordinate governance processes; manage risks; and ensure that contractor engagement is undertaken in accordance with best practice.

In terms of the wider governance arrangements for this project, BEIS as the project commissioner has the final say in decisions and report drafting, having taken advice from Sciencewise/UKRI and the OG.

The OG helps to provide an independent perspective, reassurance about the integrity and quality of a project, to disseminate/communicate about the project and its findings, helping with impacts. Sciencewise/UKRI attends OG meetings, as does the contractor and evaluator, but they have no official role on the OG.

The contractor should note that as is expected with all Sciencewise projects an independent formative and summative evaluation of the dialogue project will be commissioned at the same time. A project management team comprising the commissioner (BEIS team), Sciencewise & UKRI and the contractor is established to shepherd the project on a day to day basis. The evaluator attends all project management meetings: part of the evaluator's role is to provide formative input.

The project will be carried out according to Government standards for quality and professionalism.

The supplier is expected to provide details of their approach to project management, including how they will address challenges and opportunities, and identify and manage risks associated with this dialogue project.

BEIS, Sciencewise and UKRI, together with the dialogue and evaluation contractors, will convene for an inception meeting, a final project wash-up meeting and any progress meetings/telecoms needed as part of the good running of the dialogue. The dialogue contractor will be expected to convene, prepare for and attend these meetings, including the inception meeting.

The inception meeting is likely to take place late in the week commencing 21st March 2022.

#### Stakeholder engagement

- Stakeholder engagement activities should inform the materials used in the dialogue, to ensure that the dialogue is balanced and information provided to participants does not reflect or promote any particular perspective or interest. This would enable us to gain deeper insights into the views of relevant
- and accurate information; provide reassurance to external stakeholders, such as NGOs.
- Bidders are invited to recommend an approach to stakeholder engagement that will help to ensure a full range of views; be proportionate to the budget, and help to maximise the dissemination and impacts of the dialogue findings.
- The contractor will work with the BEIS team to recruit suitable participants for this work.

#### Evaluation

- We will follow the Sciencewise best practice guidance and appoint an independent contractor to review the work through a formative and summative evaluation.
- The evaluation contractor will be copied in on all project emails and invited to all events, and may contribute to the project as part of the formative aspect of the evaluation.

#### Publication of the dialogue and evaluation reports

All materials that are generated in the course of the project, including final and evaluation reports, will be published.



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## **Deliverables of the public dialogue**

### Expected Outputs

The following outputs are required within the project, irrespective of whether the proposed methodologies are used or whether alternatives are proposed. Alternative reporting approaches or timing may be proposed so long as they meet the needs outlined below and the bidder's reasoning is clearly set out.

We anticipate requiring the following deliverables from the dialogue contractor (though these are subject to refinements):

- Dialogue process design and materials, including 'homework' tasks for participants between workshops/rounds of dialogue and the role any digital platform may have
- Presentations to the Oversight Group
- Interim report of findings and deliverables related to outputs and impact
- Quality assured final report and number of comment rounds (a minimum of 2)
- PowerPoint slides summarising key findings
- Visual presentation of the findings, such as qualitative segmentation, models, diagrams, infographics, film/vox-pops.
- Policy/stakeholder briefings
- Launch event
- A summary, for example via email, of headline findings following each dialogue activity

Alongside these listed deliverables, the dialogue contractor will:

- Run the project and lead on materials scoping, drafting and finalising, with BEIS, Sciencewise and OG contribution and oversight
- Run a pilot event to test materials and processes, as part of a stakeholder workshop
- Organise and facilitate the online/hybrid/in-person workshops/sessions delivered with participants.
- Processing of data, information and insights gained throughout the project to inform findings and final report
- ID and lease an online platform to be used by participants
- Run and participate in a review meeting approximately a third of the way through the delivery of the dialogue activities to review how the dialogue is proceeding, whether participants are gaining a good understanding of the issues, how the information is provided to participants etc. The contractor will also be expected to provide a summary of findings to date to inform this discussion. This may be tied into an OG meeting or involve OG members.

UKRI/Sciencewise recommend that final reports are structured in the following way:

- Executive Summary – it is recommended that executive summary should not exceed 5 pages: 1 page to situate the report in the wider context (why was the dialogue needed); 1 paragraph on what public dialogue is; 1-3 paragraphs summarising public dialogue methodology in general and this dialogue in particular; the remainder on findings and (if included) recommendations.
- Report– the introduction should provide a summary of the method. The focus should be on detailing new insight and, where relevant, referencing earlier work, i.e. what does this dialogue find that supports or corroborates what has been found in other studies. Sciencewise recommends this not exceed 50-60 pages (including the executive summary).

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- Annex to the main dialogue report – summary of methods contained in the main report, with detailed information (e.g. participant breakdown, recruitment criteria, structure of workshops, stakeholders and experts involved in the development / oversight). Generally, if the annex exceeds 10 pages then the details should be published in a separate methods report

As well as the dialogue delivery outputs, UKRI and BEIS will be going out to tender for an evaluation contractor for this project. This contractor will ultimately produce a final evaluation report on the project.

BEIS will own the intellectual property rights of any and all intermediate products, including final deliverables, and in particular including presentation slide packs, reports and data.

We envisage that the contract for this work will commence in March 2022. We require interim findings to be shared by early June 2022 to ensure that they can feed into the development of the Biomass Strategy which is due in the autumn of 2022. Although we would like to see interim findings by early June 2022, we suggest that the draft final outputs and report be completed by August 2022. The delivery of the draft final outputs will be followed by successive (c. three) review rounds to refine and finalise the outputs. We expect to complete the review process and the final, complete set of outputs delivered by mid-September 2022. The exact project timelines and milestones are expected to be agreed with the successful bidder at the project kick-off meeting.

Bidders are asked to submit a detailed Gantt chart as part of their bid. This should cover the finalisation of the outputs, including the review process towards the end of the project. The final milestones and exact Gantt chart will be discussed and agreed with the successful bidder at the kickoff meeting.

Bidders may propose alternative timetables provided these will deliver the required outputs by mid-September 2022 and allow time for BEIS to review and comment on outputs and for these to be actioned.

Bids should outline how they will ensure the work is delivered to meet this deadline, including project Gantt charts factoring sufficient time for quality assurance.

#### Price and payments

The maximum budget for this project is £156,600.00 excluding VAT. Cost will be a criterion against which bids will be assessed.

Contractors should provide a full and detailed breakdown of costs. This should include staff (and day rate) allocated to specific tasks.

In submitting full tenders, suppliers confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

The Department aims to pay all correctly submitted invoices as soon as possible, within 30 days from the date of receipt, in line with standard terms and conditions of contract.

#### Quality Assurance

Bidders must set out their approach to quality assurance (QA) in their response to this ITT with a QA plan.

Sign-off for quality assurance must be done by someone of sufficient seniority within the contractor organisation to be able to take responsibility for the work done. Acceptance of the work by BEIS will take this into consideration. BEIS reserves the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender and/or the contractor's QA plan. QA should cover all aspects of the project undertaken by the contractors, including data collection, data analysis and reporting.

To demonstrate an effective process to produce high quality reporting, the contractor/s must ensure that quality assurance is done by individuals who were not directly involved in that particular research, analysis, or reporting process.

Outputs will be subject to BEIS internal approvals, and the more substantive the output the longer

the approval time required.

The successful bidder will be responsible for any work supplied by sub-contractors. For primary research, contractors should be willing to facilitate BEIS research staff attending interviews as part of the quality assurance process if appropriate.

Other useful sources of guidance and advice that will help bids and the resulting work be of the highest quality include:

- The [BEIS Monitoring and Evaluation Framework](#), which sets out BEIS's ambitions and standards for monitoring and evaluation
- The [Government Social Research Code](#), in particular those that relate to GSR Products
- [Quality in Qualitative Research: A Framework for assessing research evidence](#) provides a Framework for appraising the quality of qualitative research

Outputs will also need to meet the requirements of the [Accessibility Legislation](#) in order to be published.

#### Working Arrangements

The successful contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and will be the central point of contact.

Where a consortium or subcontractors are in place, BEIS expects that they are included in relevant meetings, workshops and review points to ensure their full engagement in the project. All contractors and sub-contractors are responsible for the delivery of outputs to the appropriate time and quality. It is expected that the lead contractor takes an active role in oversight of all workstreams and bears the overall responsibility for the delivery of the evaluation activities and outputs.

We expect the appointment offer to be confirmed in the week commencing 14th March 2022. Note that bidders must be available to attend an inception meeting from late in the week commencing 21st March 2022. We envisage the need for close interaction between the BEIS Project Manager and contractor throughout the process, to ensure that emerging issues are dealt with promptly and that BEIS fully understand the assumptions and approach taken. Bidders should assume that engagement with BEIS will include fortnightly project management phone calls, weekly progress updates, and any ad hoc meetings as required to design and deliver the project. Throughout the project, BEIS will review and sign off all materials before they can be used. BEIS will also review and sign off all outputs.

## **PS22085 - Evaluation of public dialogue project on the uses and implications of biomass and BECCS**

### **1.Aims and Objectives of the Evaluation Project**



The aim of evaluating the dialogue projects co-funded through the Sciencewise programme is to contribute to the programme's overall aim by providing an independent assessment of the impacts and quality of the dialogue project as a whole, including the design, delivery, reporting and governance of the dialogue activities.

The objectives of Sciencewise programme evaluations are to:

- Gather and present objective and robust evidence of the nature and quality of the impacts, achievements and activities of the project in order to come to conclusions.
- Identify lessons from the project to support the design and delivery of future public dialogue projects.



Evaluations must consider a project as a whole, covering all the activities described in the dialogue specification, including:

- any preliminary activities (e.g. desk research, literature review)
- governance (e.g. steering or oversight groups; other decision making processes)
- stakeholder engagement
- public dialogue activities (e.g. number, location and design of events; sampling, recruitment and number of participants; quality of information provided; specialists involved)
- any other related public engagement activities (e.g. polls or online surveys)
- the key questions addressed by the public
- methods of recording and analysis of public discussions
- reports from the project including to public participants
- activities to disseminate and use the dialogue results
- any other relevant activities affecting the impacts, value and credibility of the dialogue results.

Evaluations must be conducted independently of the dialogue project, and in accordance with the Sciencewise programme note, Guidance on Evaluating Projects. They should also be undertaken against the quality standards identified in the Sciencewise Quality Framework, and in the broader context of the Sciencewise guiding principles.

#### **Questions and areas for the evaluation to explore and answer**

Sciencewise evaluations should include formative and summative elements.

- **Formative:** The evaluator will be expected to use evidence gathered throughout the project to support the delivery of a high quality project.
- **Summative:** Identifying the impacts of and lessons from the governance, management, design, delivery, outputs and outcomes of the dialogue project overall. This requires analysis based on detailed evidence using the quantitative and qualitative data that will need to be collected by the evaluation. The focus should be on identifying the impacts of the project and how the design, delivery, governance and outputs contributed to these.

The evaluation is not intended to assess the personal performance of those involved.

The following six key questions must be answered when evaluating a Sciencewise dialogue project:

1. **Lessons.** Based on the results of the public dialogue, how can the centre build on this for future projects? What are the lessons for future public dialogue projects (including from what worked well and less well)?
2. **Objectives.** Has the dialogue met its objectives? Were the objectives set the right ones?
3. **Credibility.** How and why were the dialogue design, delivery and reporting appropriate to the context and objectives, and credible with those expected to use the results?
4. **Quality.** Has the dialogue met standards of good practice (according to the Sciencewise Quality Framework and Guiding Principles)? What took place, how, when, where, who with and why? How successful has the governance of the project been, including the role of stakeholders, oversight groups, the commissioning body and the Sciencewise programme?

5. **Impacts.** Has the dialogue achieved the expected (and any unexpected) impacts on policy and decisions, on organisational change and learning, and on all those involved? What new insights have been obtained (including on tackling potential social and ethical risks)? Who

has seen the results and how have the results been used? What has been the value of the project to those involved, including the extent to which those involved have been satisfied with the dialogue outcomes and process?

6. **Costs and benefits.** What was the balance overall of the costs and benefits of the dialogue (basic costs compared to benefits including potential future costs saved)?

#### **Further details on questions for bidders to answer**

The following questions should be addressed by bidders.

##### **1. Project management, expertise and knowledge**

- Please provide details of how you will resource the evaluation of this public dialogue project, including evidence of the skills and expertise that you/your company/your team will bring to this project evaluation.
- Please include details of you/your team's knowledge and expertise of evaluating public dialogue projects. Please describe how this expertise will inform your approach to the evaluation of this dialogue. We do not require any expertise and knowledge of the scientific or technological topics that the project will be looking at: however, bidders are invited to include such details if available.
- Please indicate the number of days you anticipate dedicating to the different tasks involved in the evaluation.
- Please outline how you will maintain your capability and expertise in these areas throughout the duration of the project.

##### **2. Evaluation approach and quality of outputs**

- Please provide details of your proposed methodology for this project evaluation, your reasoning for this approach, any underlying theoretical commitments or assumptions and the outputs you expect to produce. Within this response please include details of why and how your proposed methodology will meet the objectives outlined in the client specification.
- Please explain how your approach will complement and interact with the dialogue project methodology, and how you will balance the roles of formative and summative evaluation. Please describe any challenges associated with your approach to this evaluation and how you will address them.
- Please identify any risks that might impact on your delivery of this service, and how you will mitigate these.

##### **3. Capacity**

Do you have the capacity to complete the deliverables within the timeframes? Please confirm your ability to have everything in place in order to begin this contract in early April and complete for the main evaluation report by October 2022, with an updated final report in April 2023.

#### **2. Suggested Methodology for the Evaluation**

The evaluation methodology must include qualitative, observational and quantitative approaches.

Overall approach to the evaluation

It is expected that there will be three main stages of dialogue project evaluation:



- **Baseline assessment.** Early review of the specific policy context for the project, governance and management arrangements and the expectations of those involved about the likely achievements and impacts of the project on policy decisions.
- **Interim assessment of design and delivery, approximately two weeks after fieldwork concludes.** Review of the quality of the design and delivery of dialogue activities, based on evidence from the evaluation research, including observation of events and feedback from public and other participants (e.g. specialists and other stakeholders), and the role of governance and management arrangements. The interim assessment should include evidence on how early scoping stages have informed the content and design of materials used in the workshop. It should also include evidence-based observations on the contribution of management and oversight arrangements to the quality of delivery. It will feed into the final assessment of the project, and final evaluation reporting
- **Final assessment of the project overall and reporting.** Final research and analysis following the dissemination of the dialogue project reports to gain further feedback from those involved (e.g. the oversight group, commissioning body and others). These new data, together with data from earlier stages, should be used to produce the final evaluation report for the wash-up meeting; and then updated with additional information on dissemination and impact. **PLEASE NOTE that this final stage of the evaluation report should be delivered six months following publication of the final dialogue report.**

#### Has the dialogue achieved its objectives?

The evaluator will be expected to determine if and how the dialogue has achieved the objectives specified, providing credible evidence in support of their conclusions. The dialogue objectives are as outlined above.

#### Dialogue success factors

At this stage, it is expected that the success of the biomass/BECCS dialogue will be assessed by a range of factors, which are either additional to or complementary with the standards outlined in the Quality Framework. Factors are likely to include:

- The use of dialogue findings to influence policy on the use and deployment of biomass and/or BECCS.
- Government and stakeholders' willingness to shape the development and delivery of future biomass policy in a way that is informed by citizens' views on the role of existing uses and technologies and those yet to emerge.
- The high quality of the design and delivery of the public dialogue project (good practice, value and effectiveness, facilitation of diverse perspectives on the technology);
- The involvement of oversight group members and other stakeholders in developing the design and content of dialogue events and in shaping the final report;
- The involvement of a wide range of stakeholders throughout the project, including at workshops, who then go on to use what they have learned in their own policy and practice;
- The robustness of data analysis and quality of reporting;
- Evidence of the distribution and use of the dialogue results among policy makers and industry;
- Evidence of the satisfaction of public and stakeholder participants with the quality and outcomes of the dialogue;

- Quality of reporting, including:
  - clarity of participant voice, including the impact on participants' views of information input (e.g., written, visual, presented materials) and deliberation during the workshops;
  - participants' use of metaphors/analogies etc during the process of developing their views, and reflection on the implications of these.
- Statements from policy makers on the impacts, value and benefits of public dialogue; and
- The greater willingness and ability of BEIS to undertake public dialogue in future (learning about the place, value and practice of public dialogue in policy and decision making).

Bidders should indicate how they propose to assess if and how the dialogue has achieved its objectives, drawing on these success factors, and any others they propose.

### **Design and delivery**

- The evaluator will develop the evaluation process, and provide a detailed methodology, including an evaluation framework, success criteria and metrics as appropriate. The evaluator will be required familiarise themselves with what took place in the initial inception meeting with BEIS, Sciencewise and the dialogue contractor. This is likely to be held in the week commencing 21st March 2022.
- The evaluator must undertake all aspects of the evaluation, including data collection, collation and analysis. The evaluator may wish to outline the support they would require from the delivery contractor in aspects of the process (e.g. data collection).
- All evaluation plans, materials (e.g. questionnaires and interview schedules) and all reports need to be discussed in draft with BEIS and Sciencewise, and formally signed off before use.

### **Formative Evaluation**

- The evaluator should be prepared to provide on-going feedback, based on evidence from evaluation research and emerging evaluation findings, to support project development and the delivery of a high quality dialogue. They must be aware, however, of their role as an evaluator and of the need to draw on evidence during any formative evaluation activities and be aware of the risks of "marking their own work".

### **Meetings**

- The evaluator will be expected to familiarise themselves with the early stages of the dialogue project before their own contract commenced, and to attend a final wash-up meeting at the end of the project. They will also be required to attend Oversight Group meetings and most or all project meetings, once their own contract is confirmed.

### **Other considerations:**

- Final communication, sign-off and reporting requirements and protocols will be agreed between BEIS, Sciencewise and the evaluation contractor at the Inception Meeting.

- All outputs must be clearly written, and written in such a way that it makes them easily accessible to a non-technical audience. All technical jargon and terminology must be fully explained and plain English used throughout the reports.
- Circulated drafts and final versions of all outputs should be thoroughly proofread prior to submission. There is a need to build sufficient time (minimum 2 weeks) into your timetable for BEIS and Sciencewise to comment on any draft and final outputs.
- If so, required by BEIS and Sciencewise, the contractor shall produce a further version of a project plan for conducting the evaluation in such further detail as BEIS and Sciencewise may reasonably require. The contractor shall ensure that the project plan is subject to BEIS and Sciencewise approval. The contractor shall ensure that this plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation.
- BEIS and Sciencewise shall have the right to require the contractor to include any reasonable changes or provisions in each version of the project plan.
- The contractor shall perform its obligations so as to achieve each milestone by the milestone dates agreed in each project plan and changes to any agreed milestones, as agreed at project inception shall only be made in accordance with discussion with BEIS and Sciencewise.
- Payment terms will be agreed between UKRI, BEIS and the contractor, at the Inception Meeting.
- Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

#### **Requirements of contractor**

- Bidders should demonstrate a sound understanding of the brief, and should have experience of evaluation of public dialogue and / or other public engagement processes and of using best practice techniques to evaluate dialogue processes involving the general public, experts and policy-makers.
- Applicants should demonstrate how they would be prepared to adapt to developments or changes in the dialogue project.
- A single contract will be let for the evaluation. Applicants should provide details of any subcontractors, or support staff, which the evaluator intends to use. Details of oversight procedures should be provided.
- Without compromising the independence of the evaluation process, the evaluator must be prepared to grant access to BEIS and Sciencewise to allow inspection of the work at any time. The evaluator must also be prepared to provide further information to these parties should it be requested.

The evaluator will be required to inform BEIS and Sciencewise promptly, in writing, of any cessation of work and of any event or circumstance likely to significantly affect the satisfactory completion of the evaluation.

#### **3. Deliverables for this Project**

The evaluator will be required to produce the following written reports:

- Brief monthly or as required progress updates;
- Interim report, likely to be required two weeks after the final fieldwork events; ●

Final evaluation report:

- Draft to be shared with the BEIS project team and Sciencewise lead evaluator prior to the wash-up meeting. They will comment on any initial changes;
- Improved draft circulated to attendees at the wash-up meeting, one week in advance of meeting;
- The final version of the evaluation report should be of publication standard. It will be delivered six months following publication of the dialogue report, to enable the evaluator to gather evidence on impacts emerging to date, following the final washup meeting.

The final evaluation report will be expected to use the evidence gathered to support any conclusions or recommendations, and to demonstrate the dynamic interconnection of different elements of the project in contributing to its success.

## Reporting

**Bidders are invited to suggest how their final report will attract readership from beyond those immediately involved in the project, and who those audiences might be. Whilst the report content is specified below, we are interested primarily in the intended (and any unintended) impacts of the dialogue and how governance and oversight, design and delivery, communications and wider stakeholder engagement contributed to these impacts.**

**The final evaluation report should not be longer than 25 pages, with an executive summary of 2-3 pages. Detailed data, methodological approach and other supporting material should be placed in annex(es).**

The report should take into consideration BEIS' and Sciencewise's expectations about the approach to the dialogue (as outlined in the dialogue specification) and provide evidence to support success or failure to deliver against these expectations (e.g., the role of project management, oversight, communications, specialist involvement, changes in requirements, other factors), and the success factors outlined above. Final reports should include:

- an executive summary that will work as a stand-alone document: this should include a brief description of the purpose of the project, timing and activities; a brief summary of the evaluation methodology, and the main evaluation findings particularly on impacts, lessons for the future and conclusions.
- a description of and rationale for the evaluation methodology, including any underlying theoretical commitments or assumptions; project objectives, timescale and activities (including reports), so that readers will know what the purpose of the project was, what took place and when.
- a summary of the evaluation methodology, any metrics, and data collection sources and tools
- detailed analysis and evidenced conclusions from the evaluation research across all three stages.
- The report should address all six key questions outlined above and cover all dialogue



project activities, including:

- Preliminary activities (e.g. desk research, scoping activities) ○ Governance (e.g. oversight groups) and stakeholder engagement ○ Project management (both commissioning body and dialogue delivery contractor)
  - Public dialogue activities (e.g. sampling, recruitment and number of participants; number, location and design of events; the main questions addressed by the public; quality of information provided; role and value of scientists and other specialists involved)
  - Any other related public engagement activities and any other activities affecting the impacts, value and credibility of the dialogue results
  - Report and reporting (including methods of analysis / recording) from the project, including to public participants
  - All impacts (achieved and expected), and all dissemination and use of dialogue results
- Reflective learning, drawing out the main lessons of the evaluation and how these might inform future dialogues.

Detailed evaluation data and methodological information (e.g. questionnaire responses, frameworks, use of Sciencewise Quality Framework, etc) should be provided in annexes.

The report must be written in coherent and accessible language and provided in a form that is useful for learning and demonstrating impacts.

### **Price and payments**

The maximum budget for this project is £19,360.00 excluding VAT. Cost will be a criterion against which bids will be assessed.

Contractors should provide a full and detailed breakdown of costs. This should include staff (and day rate) allocated to specific tasks.

In submitting full tenders, suppliers confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

UK Research and Innovation aims to pay all correctly submitted invoices as soon as possible, within 30 days from the date of receipt, in line with standard terms and conditions of contract.

### **Quality Assurance**

Bidders must set out their approach to quality assurance (QA) in their response to this ITT with a QA plan.

Sign-off for quality assurance must be done by someone of sufficient seniority within UK Research and Innovation (UKRI) to be able to take responsibility for the work done. Acceptance of the work by UKRI will take this into consideration. UKRI and BEIS reserve the right to refuse to sign off outputs which do not meet the required standard specified in this invitation to tender and/or the contractor's



QA plan. QA should cover all aspects of the project undertaken by the contractors, including data collection, data analysis and reporting.

The successful bidder will be responsible for any work supplied by sub-contractors.

Other useful sources of guidance and advice that will help bids and the resulting work be of the highest quality include:

- The [BEIS Monitoring and Evaluation Framework](#), which sets out BEIS's ambitions and standards for monitoring and evaluation
- The [Government Social Research Code](#), in particular those that relate to GSR Products
- [Quality in Qualitative Research: A Framework for assessing research evidence](#) provides a Framework for appraising the quality of qualitative research

Outputs will also need to meet the requirements of the [Accessibility Legislation](#) in order to be published.

### **Working Arrangements**

The successful contractor will be expected to identify one named point of contact through whom all enquiries can be filtered. A BEIS project manager will be assigned to the project and together with the UK Research and Innovation representative and the Sciencewise lead evaluator will be the joint central point of contact.

Where a consortium or subcontractors are in place, BEIS expects that they are included in relevant meetings, workshops and review points to ensure their full engagement in the project. All contractors and sub-contractors are responsible for the delivery of outputs to the appropriate time and quality. It is expected that the lead contractor takes an active role in oversight of all workstreams and bears the overall responsibility for the delivery of the evaluation activities and outputs.

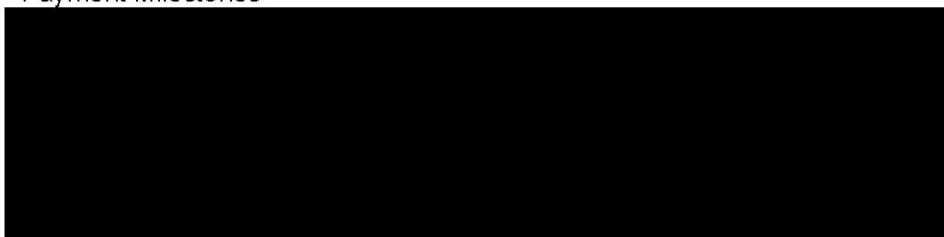
We expect the appointment offer to be confirmed in early April 2022.

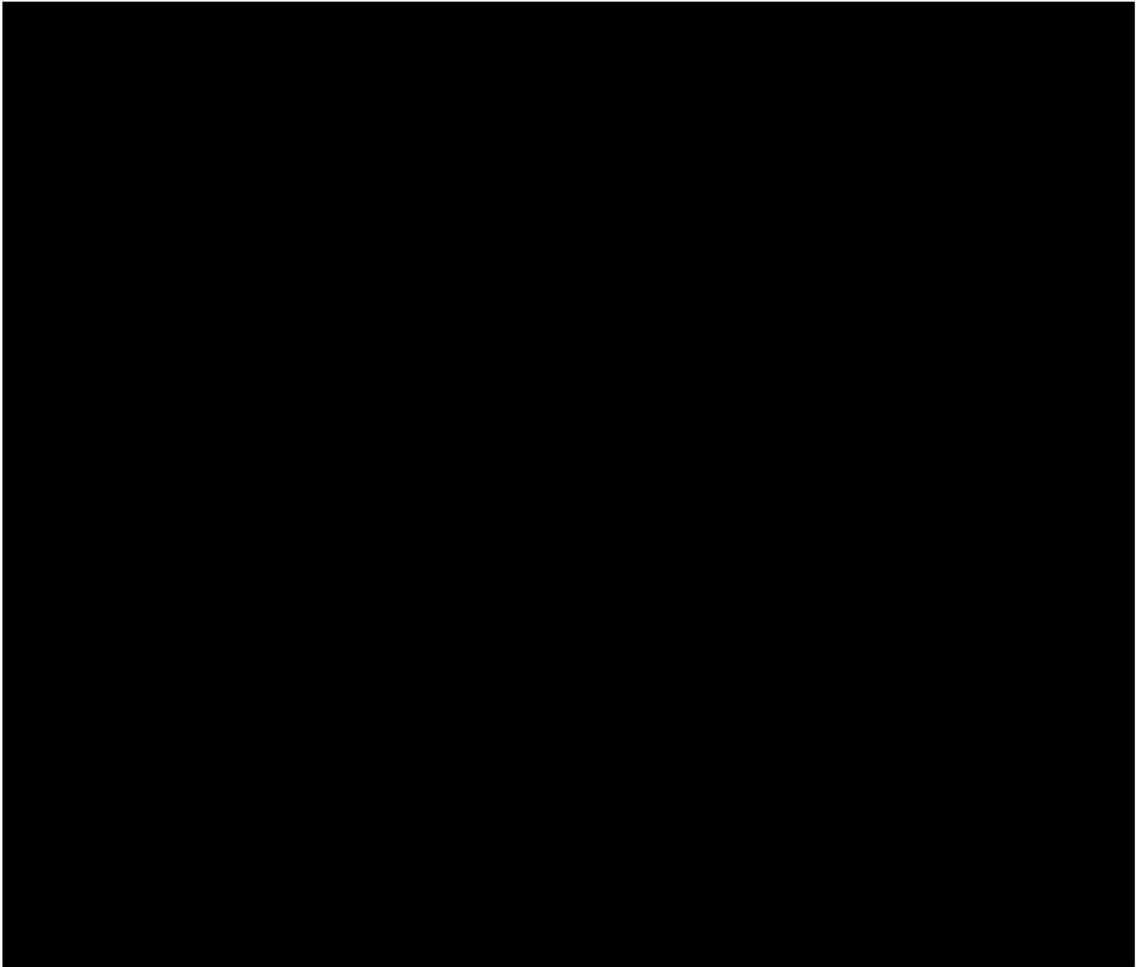
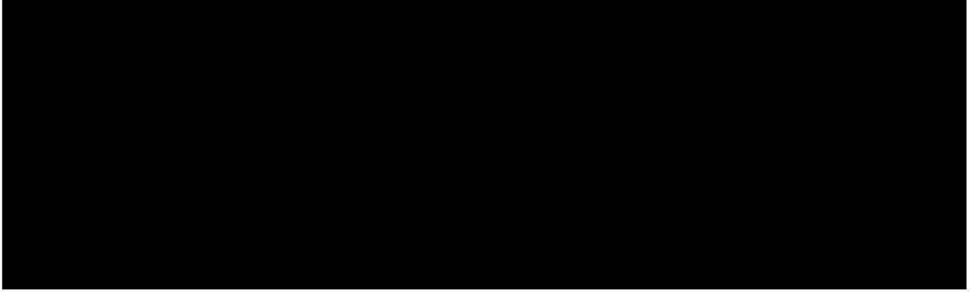
We envisage the need for close interaction between the BEIS Project Manager, Sciencewise and contractor throughout the process, to ensure that emerging issues are dealt with promptly and that all parties fully understand the assumptions and approach taken. Bidders should assume that engagement with the project team will include the weekly (dialogue) project team meetings, regular progress updates, and any ad hoc meetings as required to design and deliver the project. Throughout the project, UK Research and Innovation and BEIS will review and sign off all materials before they can be used. UK Research and Innovation and BEIS will also review and sign off all outputs.

### **Schedule 3**

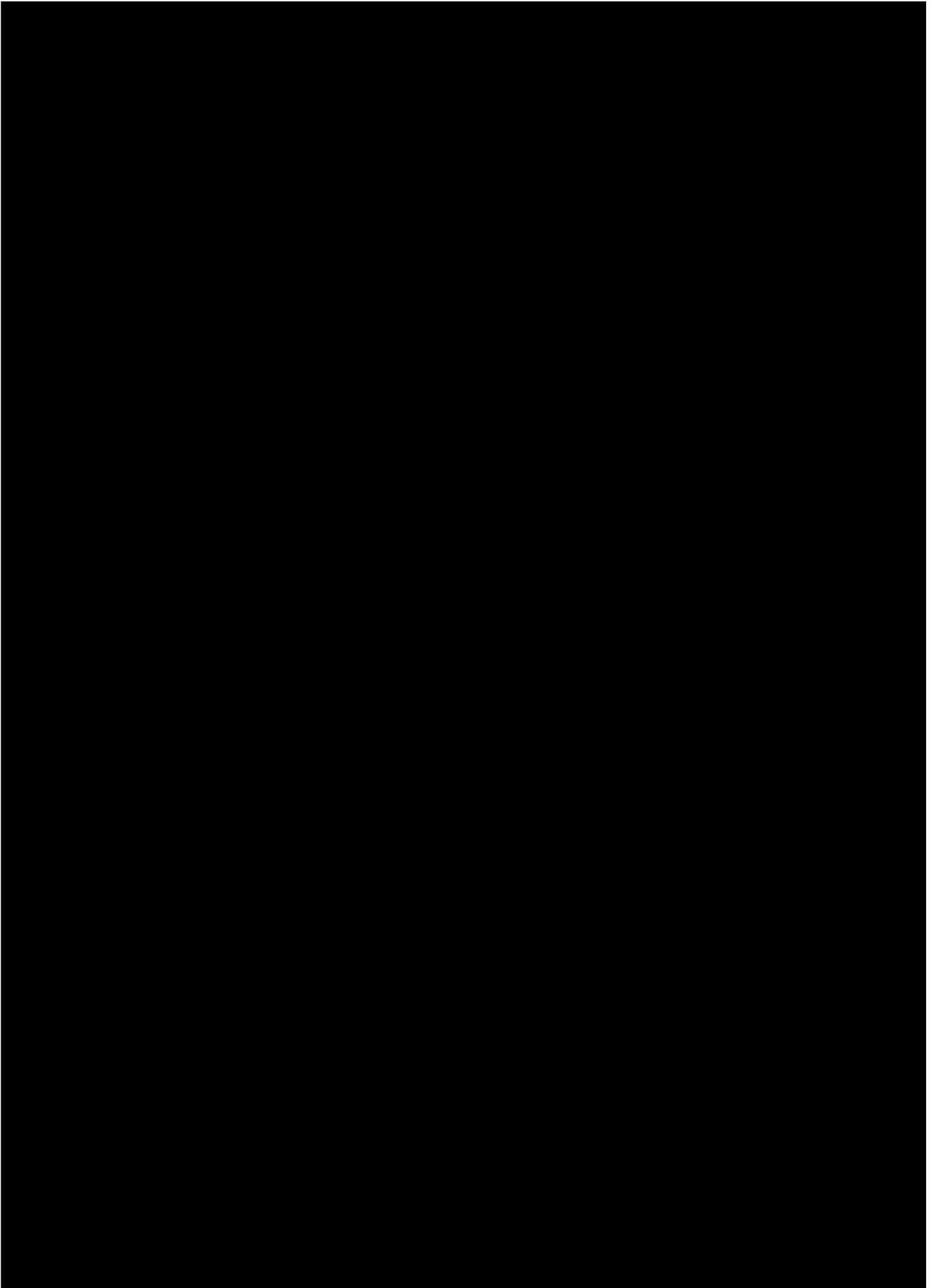
#### Charges

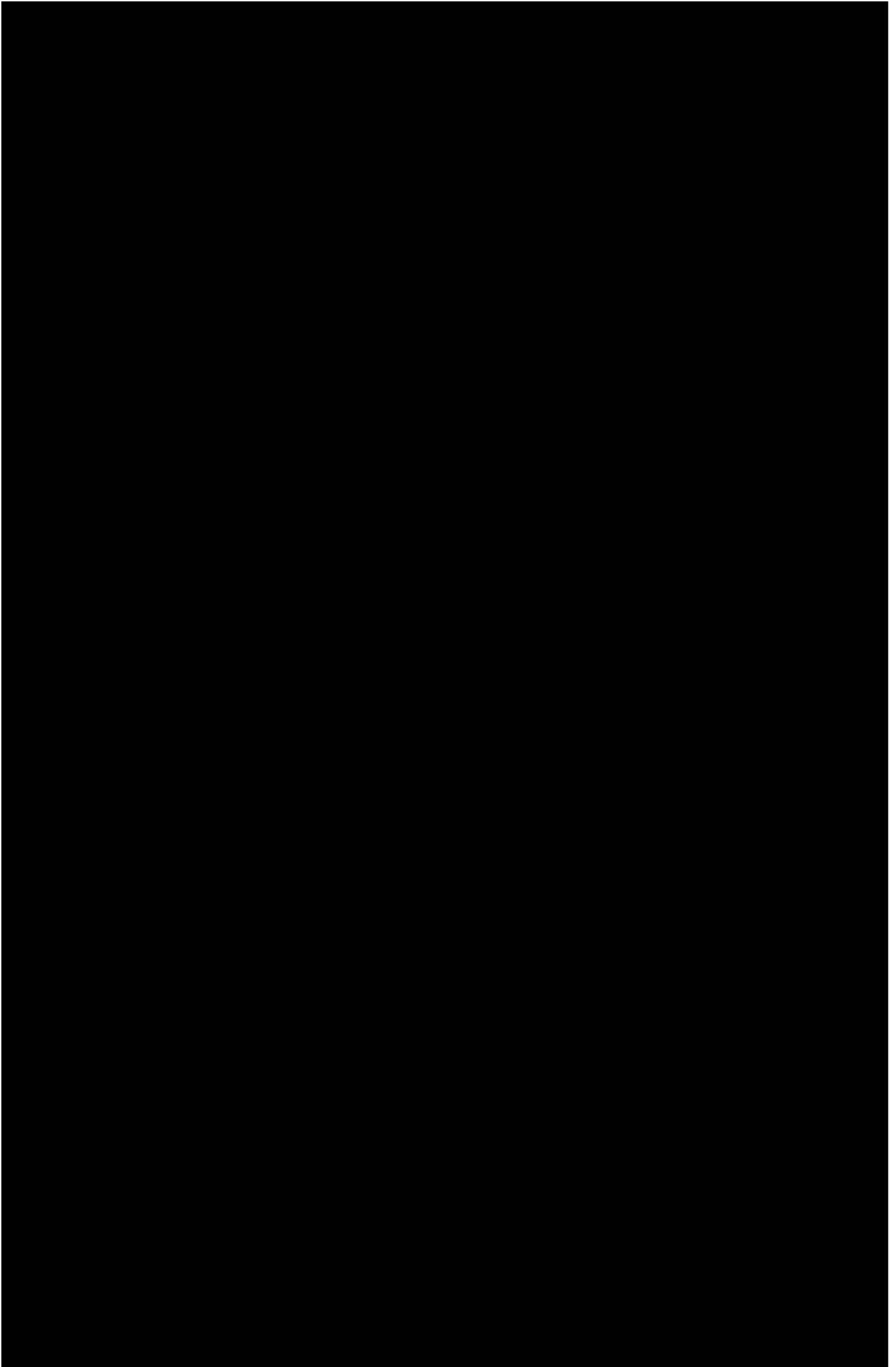
- 1 The Charges for the Goods and/or Services shall be as set out in this Schedule 3.
- 2 The total contract value will not exceed £19,359.00 excluding VAT.
- 3 Payment Milestones



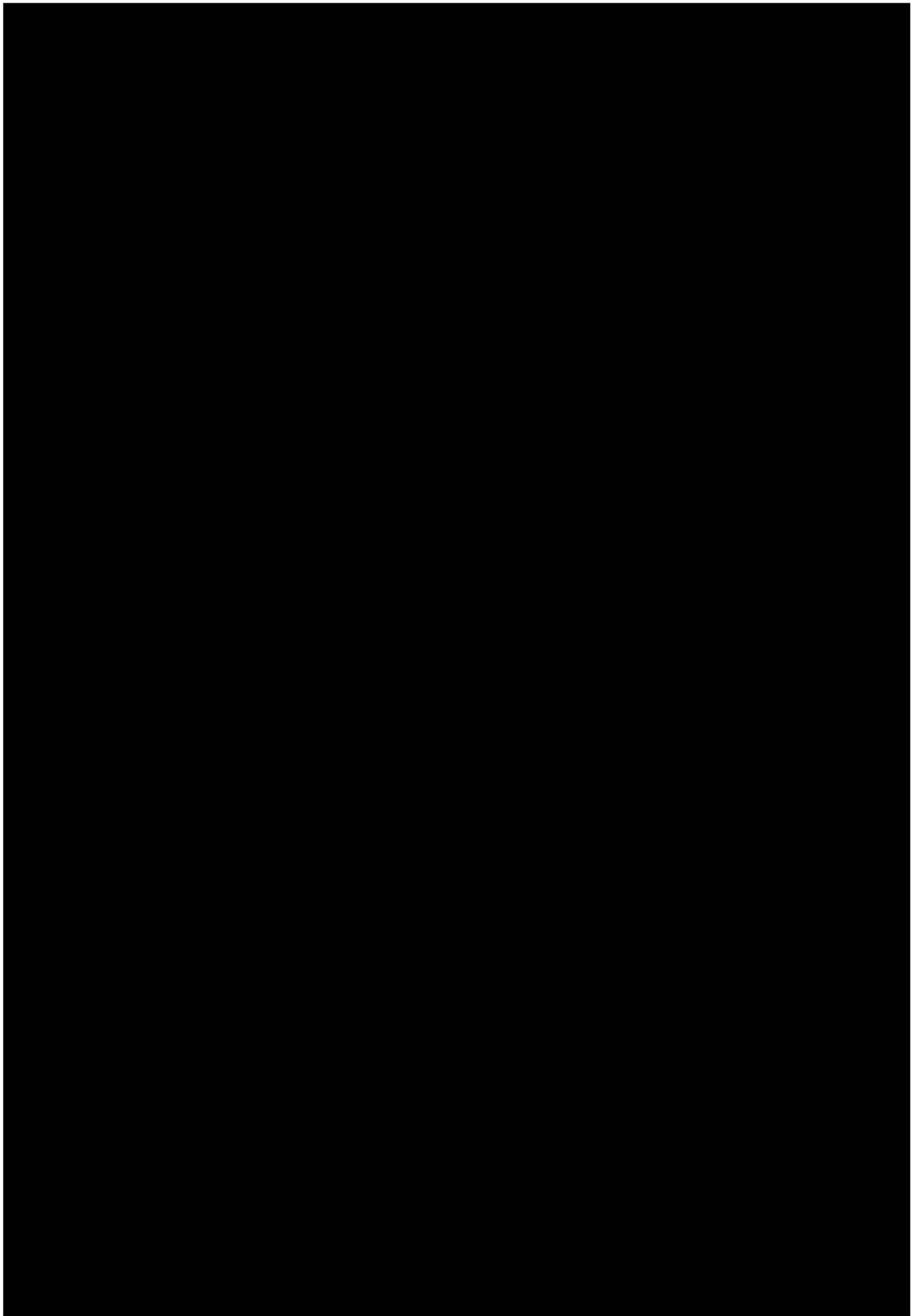


Bidder Proposal



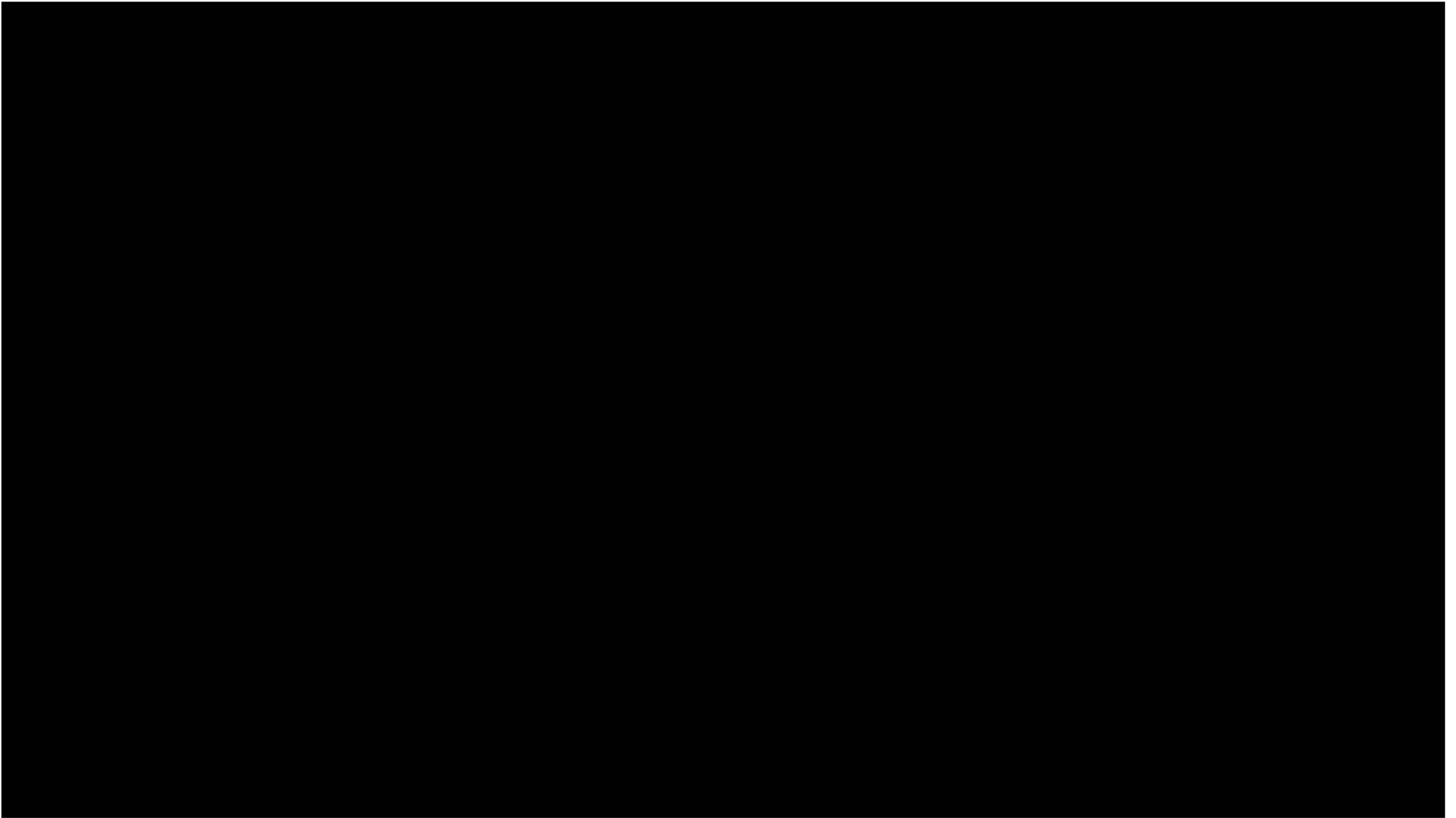


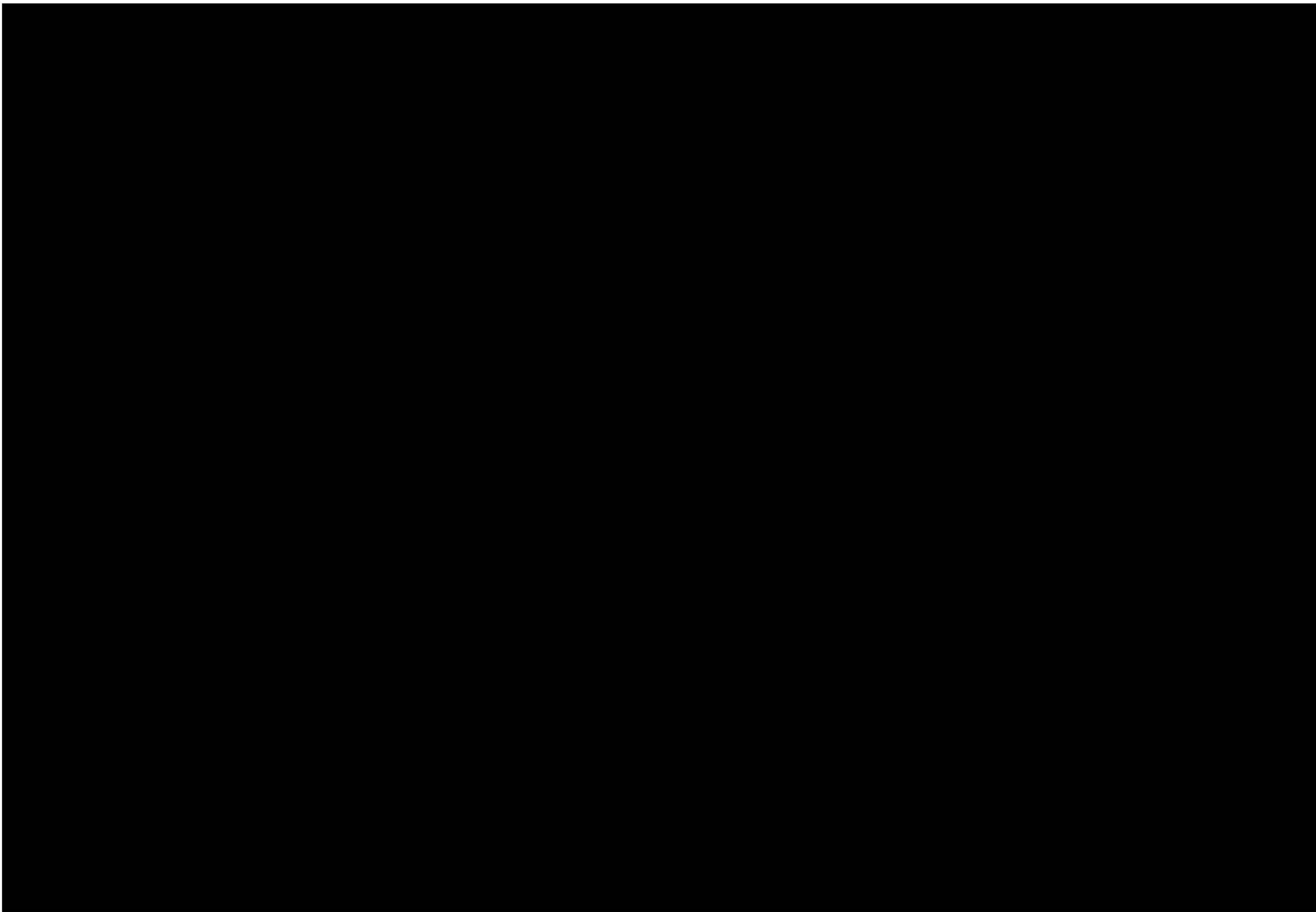


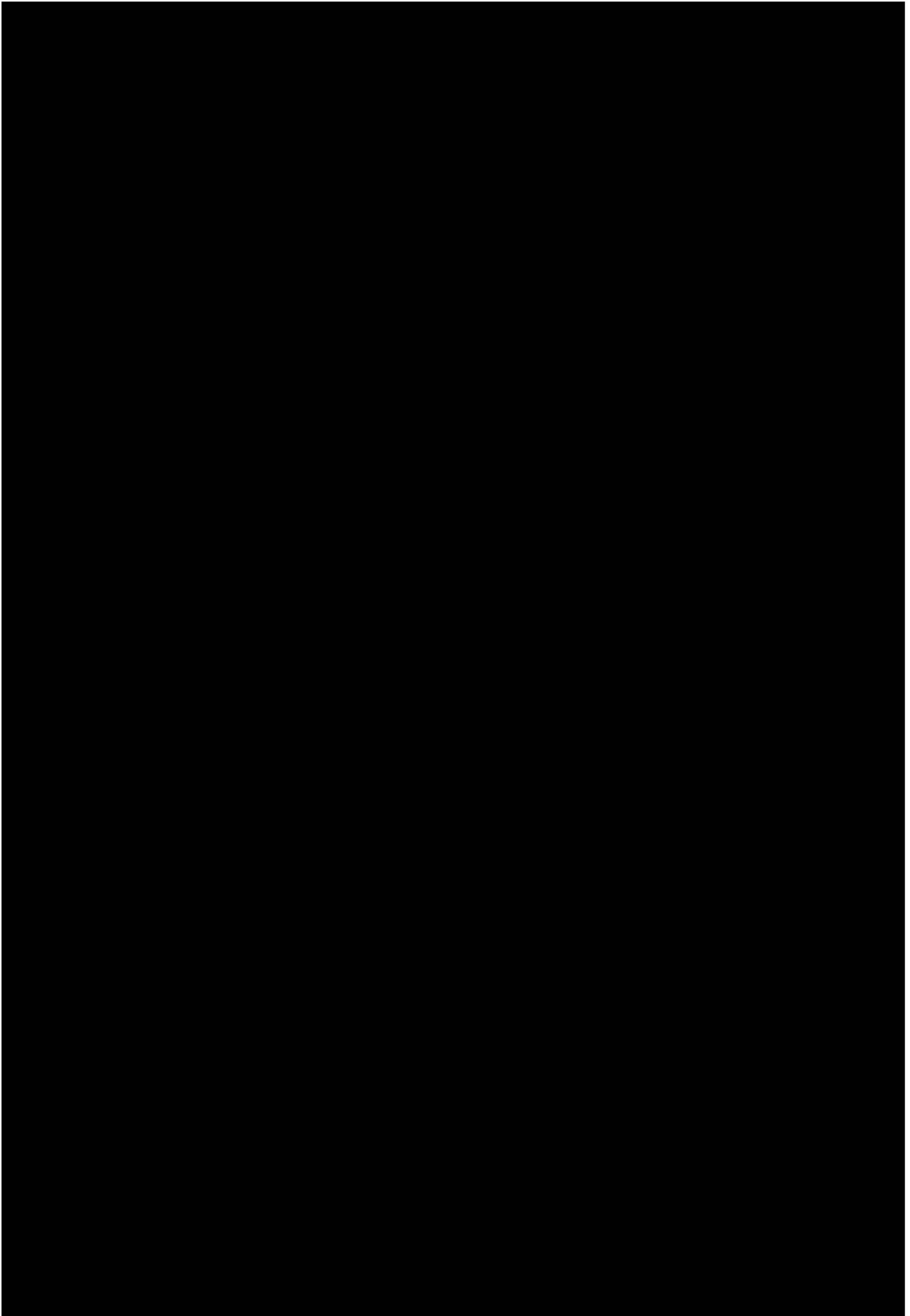




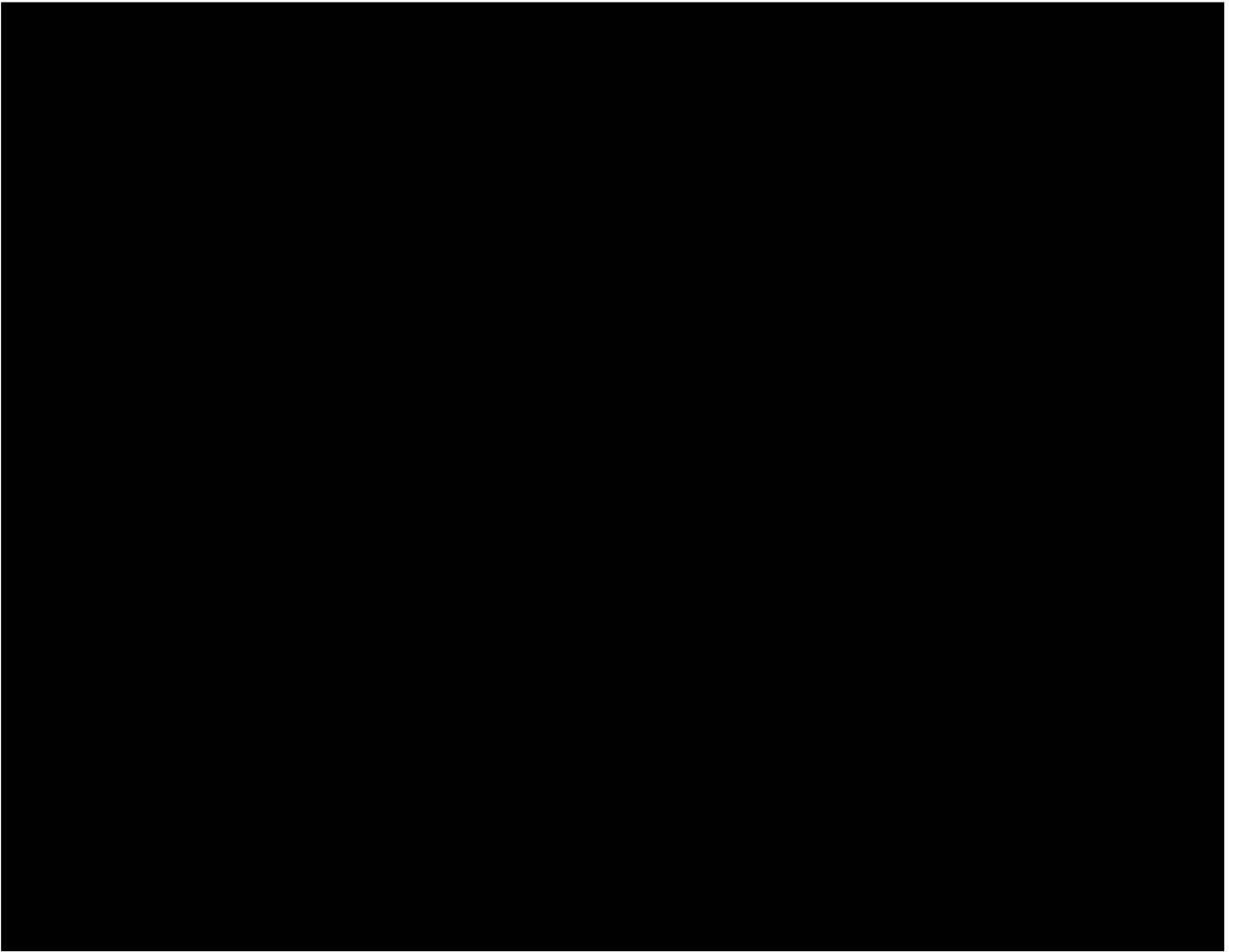
UK OFFICIAL



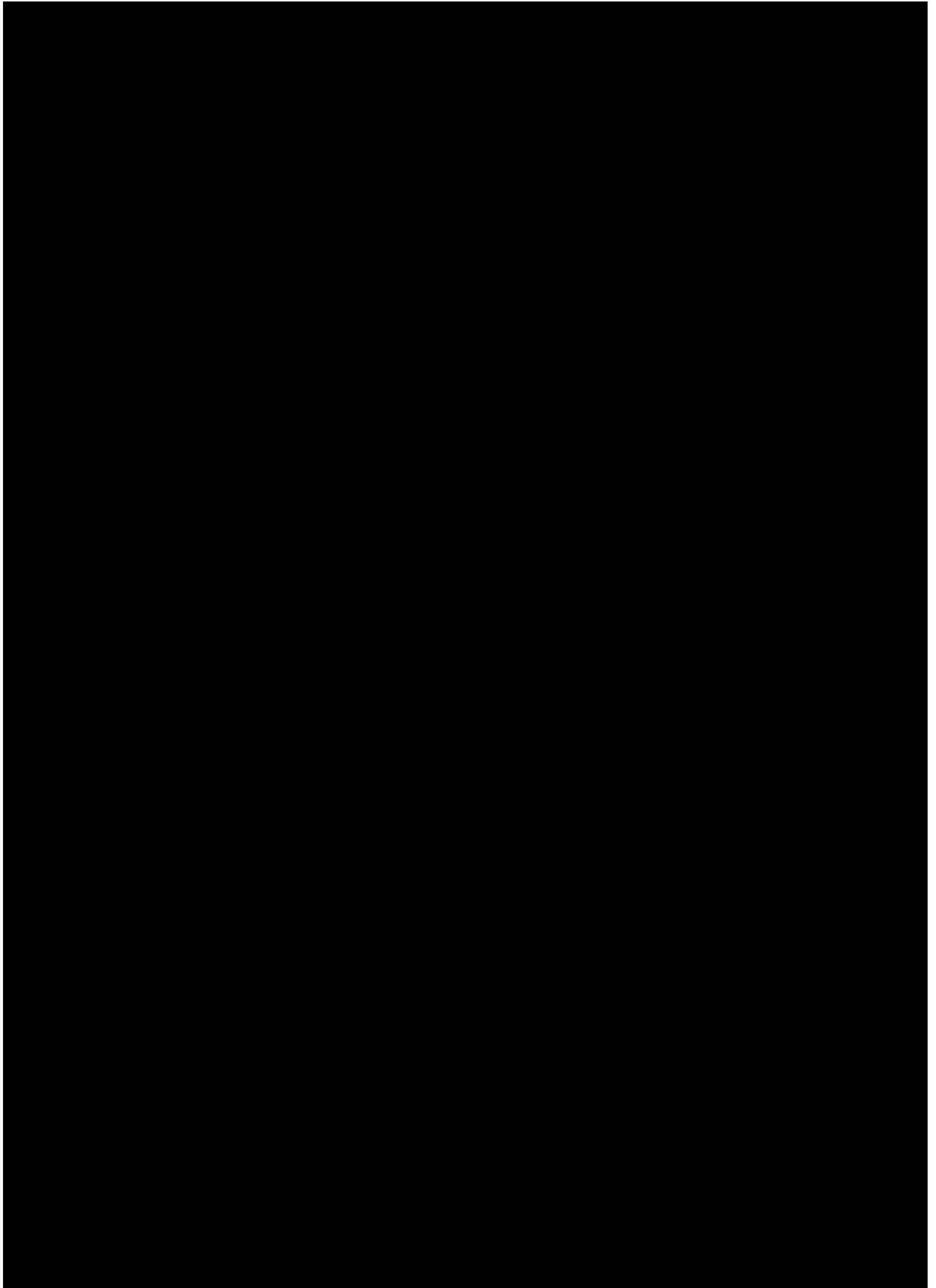












### Annex A - Schedule of Processing, Personal Data and Data Subjects

The Supplier shall only process in accordance with the instructions as advised below and comply with any further written instructions with respect to processing by the Contracting Authority. Any such further written processing instructions required by the Contracting Authority shall be incorporated into this Schedule and shall be the subject of a formal amendment to this Contract.

1. The contact details of the Contracting Authority Data Protection Officer are: David Hyett [dataprotection@UKRI.org](mailto:dataprotection@UKRI.org)
2. The contact details of the Suppliers Data Protection Officer are: [REDACTED]
3. The Supplier shall comply with any further written instructions with respect to processing by the Contracting Authority.

Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	The processing of personal data is needed in order to evaluate a dialogic engagement with participants to obtain their views on biomass and BECCS (bioenergy with carbon capture and storage). The subject matter of the processing is determined by the Contracting Authority and the supplier.
Duration of the processing	Data will be processed between April 2022 and April 2023, the duration of the Supplier's contract.
Nature and purposes of the processing	In order to evaluate an engagement aimed at understanding public perceptions on biomass and bioenergy with carbon capture and storage), the supplier will engage with participants via online or postal/paper surveys and optional telephone interviews. The participants' contact information is required for this purpose. The nature and purposes of the processing is determined by the Contracting Authority and the supplier.
Type of Personal Data	Name, email address, telephone number, opinions and location. For which the Supplier is the Controller. The Contracting Authority will not receive any identifiable information from the Supplier.
Categories of Data Subject	Members of the public, academic researchers and stakeholders(e.g., industry or NGO representatives); for whose data the Supplier is the Controller. The Contracting Authority will not receive any identifiable information from the Supplier.
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	Personal data to be destroyed by Supplier. The data will be erased from storage and or other devices within 3 months of the contract ending.

Controls in place to prevent further use of the data	Contract in place
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