
Waste & Resources Action Programme

Recycling of Flat Panel Displays: Identification and Assessment of Techniques

MDD014

June 2008

Tender Invitation Document

Executive summary

This document sets out the scope of work that the Waste and Resources Action Programme ("WRAP") wishes to commission. WRAP selects its tenderers through a competitive process and this document describes that process and explains how tenderers may tender for the work described.

Purpose of the work

The purpose of the work is to identify and assess techniques in use or under development for the recycling of FPDs (liquid crystal and plasma types). This work represents the first phase of WRAP's work to encourage the development of sustainable large-scale commercial processes for the recycling of FPDs in the UK

Scope of work

The work will include:

- identification of techniques previously or currently used or under development;
- definition of criteria for the comparative assessment of techniques; and
- assessment of techniques using the defined criteria.

Timings

The deadline for the work programme and tender submissions is detailed below:

Work Programme

Work to commence by:	1 September 2008*
Work to be completed by:	31 October 2008*

Tender Timetable

Deadline for receipt of tender submissions	12:30 pm 1 August 2008
Shortlisted tenderers notified	15 August 2008*
Presentations to tender assessment panel	w/c 18 August 2008*
Tenderers receive written notification of WRAP's decision	29 August 2008*

*WRAP reserves the right to change the timetable.

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Section 1: Background

- 1.1 WRAP (The Waste & Resources Action Programme) is a not-for-profit private company backed by funding from the Department for Environment, Food and Rural Affairs, the Scottish Government, the Welsh Assembly Government and Northern Ireland Executive.

WRAP works in partnership to encourage and enable businesses and consumers to be more efficient in their use of materials and recycle more things more often. This helps to minimise landfill, reduce carbon emissions and improve our environment.

WRAP has observed the increase in sales of Flat Panel Displays (FPDs) in the UK in recent years and recognises the end of life (EOL) issues that will arise in the UK in the near future. This includes plasma and liquid crystal technologies. WRAP is aware that some development work on EOL management has been undertaken and WRAP wishes to understand the range and scope of projects carried out to date, along with their potential for delivering large-scale sustainable recycling processes that can be implemented in the context of the UK WEEE Directive. Maximum recovery of materials for recycling is a priority for WRAP; however, opportunities for re-use are also of interest.

Where appropriate, WRAP will also commission future work to assist in development and large-scale demonstration of techniques that are likely to be viable in the UK. This project will provide evidence to inform WRAP's future work.

Section 2: Scope of work

- 2.1 The aim of this work is to identify and assess techniques in use or under development for the recycling of FPDs (liquid crystal and plasma types). This work represents the first phase of WRAP's work to encourage the development of sustainable large-scale commercial processes for the recycling of FPDs in the UK.
- 2.2 WRAP wishes to undertake this work because FPDs have almost entirely replaced conventional cathode ray tube sales in the UK and there is no clear large-scale EOL management technique in place to deal with the future arisings of FPDs.

Requirements or services

- 2.3 Identify FPD recycling techniques developed or under development world-wide. This should include (but not be limited to) research projects, methods currently used by WEEE treatment facilities and previously trialled processes that are no longer in use. WRAP acknowledges that different techniques may be applied to plasma and liquid crystal display (LCD) units.
- 2.4 Define criteria for assessment of the identified techniques in conjunction with WRAP. Example criteria include but are not limited to:
- Operational management issues;
 - Production rate;
 - Recovery yield of materials;
 - Quality of materials recovered;
 - Health and safety considerations;
 - Financial viability of the technique (including capital and operational costs as well as possible income from material sales);
 - Compliance with Annex II requirements of the WEEE Directive;
 - Expected timescale for scale-up to a full commercial process.
- 2.5 Assess each of the identified techniques against the agreed criteria;
- 2.6 Deliver a report to WRAP including
- Executive summary;
 - Methodology;
 - Techniques identified;
 - Assessment vs criteria;
 - Recommendation on the techniques most likely to be operable and economically viable within the UK.

The report will be published on WRAP's public website and disseminated to UK WEEE Recyclers. It should therefore comply with WRAP's standard format. An example of a report using WRAP's publications guidelines can be found at:

http://www.wrap.org.uk/downloads/Kerbside_collection_report_160608.431e552d.pdf

The contractor should deliver a draft final report to WRAP for comment, then prepare an amended version based on WRAP's feedback. WRAP will be responsible for the dissemination of the report.

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- 2.7 The contractor will be expected to provide monthly progress reports and attend appropriate project meetings with WRAP, including project initiation, progress meetings and a project completion meeting;

Deliverables

- 2.8 Identification of treatment techniques previously used, currently in-use or under development world-wide;
- 2.9 Criteria for process assessment developed and approved by WRAP;
- 2.10 Progress reports and attendance at progress meetings;
- 2.11 Draft final report delivered to WRAP;
- 2.12 Final report delivered to WRAP incorporating feedback

Terms and Conditions

- 2.13 A sample copy of WRAP's terms and conditions is included at appendix 1 to this document. As part of your tender submission you are required (as described within Section 3 of this document) to comment on the acceptability (or otherwise) of the terms and conditions. If you are unable to comply fully with the terms and conditions as stated it is important that you set out your objections at the tendering stage.

Programme

- 2.14 The target deadline for the work programme is detailed below:

Work Programme

Work to commence by: 1 September 2008*

Work to be completed by: 31 October 2008*

* WRAP reserves the right to change the timetable

Monitoring and approval by WRAP

- 2.15 WRAP may assemble an Advisory / Steering Group of individuals, expert in the appropriate industry field ("Advisory Group"), who will assist in the guidance and monitoring of the work and will provide feedback and suggestions to WRAP staff and the tenderer. You will normally be required to attend Advisory Group meetings although the Advisory Group will not have the authority to issue instructions directly to you.

Section 3: The tender submission - Information required

3.1 Your tender submission should be printed double sided, submitted on recycled paper wherever possible and should be limited to no more than 20 pages (excluding appendices).

3.2 Your tender submission must include the following information (preferably in order):

(1) **An executive summary** of no more than one side of A4 in length, outlining the proposed work and including the total cost of the proposed work, inclusive of Value Added Tax ("VAT") and anticipated expenses

(2) **Company/Organisation details**

WRAP will need the following information:

- The name of the Company submitting the tender;
- The registered office name, address, VAT number (if applicable) and company or charity registration number;
- The name of the nominated contact person within the tenderer's organisation;
- Contact details including: address (if different to the above), telephone number, fax number and e-mail address.

WRAP accepts tenders both from individual companies and from consortiums. Should you decide to tender as part of a consortium you will need to identify one member of the consortium (the "Lead Contractor") to act as the contracting party. All other consortium members will be sub-contractors to the Lead Contractor.

(3) **A description of your working methods**

You will need to make clear how you intend to deliver the work and provide estimated timescales for delivery.

(4) **A description of the project team who will manage and deliver the work**

This should include a list of individuals, their respective roles within the organisation and, for the purposes of this work their relevant skills and experience including any relevant professional qualifications.

(5) **An identification of any sub-contractors to be used**

You should include a list of any sub-contractors you intend to use to fulfil the requirements of the work.

(6) **The total cost of the work** (inclusive of VAT) together with a full breakdown of costs. Expenses should be identified separately but must be included as part of the total cost of the work. You will also need to identify:

- Any lease or hire costs associated with the delivery of the work to be clearly identified and costed and justification provided to demonstrate the necessity of each item;
- Any capital expenditure associated with the delivery of the work to be clearly identified and costed and justification provided to demonstrate the necessity of each item.

Please note that capital expenditure can only be supported in exceptional circumstances. WRAP's preference is to support projects through revenue expenditure. In cases where additional equipment is required, these should be leased, where possible. In the exceptional event that purchase of capital equipment is

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necessary, suitable terms and conditions will be negotiated. The contract will include details of equipment ownership/leasing, maintenance, insurance and disposal.

- (7) **Evidence of a track record** in undertaking work similar to that described in this document.
- (8) **Identification of any conflicts of interest** which might arise if you were selected to undertake the work and if such a conflict were to arise, an indication of how this conflict would be addressed. Where you tender as part of a consortium, all members of the consortium should be considered.
- (9) **A copy of your Environmental Policy** and evidence of any accredited Environmental Management System.
- (10) **As appendices**, tender submissions should include:
 - **Audited or management accounts** for the last financial year;
 - **A statement of any material litigation**, pending or threatened, or other legal proceedings;
 - **Evidence of the level of professional indemnity, public liability and property damage insurance cover held**
 - **Comments on WRAP's Terms and Conditions**
Ideally WRAP would prefer a statement confirming that you are happy to comply with WRAP's terms and conditions should your tender be successful. However, if there are certain terms that you feel you will be unable to comply with you are asked to make any objections clear within your tender submission.

A sample copy of WRAP's form of contract is included at appendix 1 to this document.

- 3.3 Should you have any questions in relation to the type of information required by WRAP please contact the person identified in Section 5.2 of this Tender Invitation Document to discuss.
- 3.4 All tender submissions will be treated on a confidential basis by WRAP and its advisers, subject to the provisions of the Freedom of Information Act 2000.

Section 4: Evaluation criteria

- 4.1 The process WRAP uses to select its tenderers is a competitive one. Your tender submission should be written to address the key requirements and scope of the work and demonstrate how it meets the evaluation criteria below.
- 4.2 Your tender submission will be evaluated against the following criteria, with overall value for money being the most important:
- The overall value for money offered;
 - Consistency of proposal with services or requirements and deliverables;
 - Strength of interpretation of brief and ability to add value;
 - Technical and operational track record in projects of a similar nature, including delivery of clear reports for publication;
 - Authority of allocated personnel, their skills and technical capability;
 - Corporate environmental commitment – submission of credible environmental policy and/or environmental management system details.
- 4.3 Your attention is drawn to the fact that WRAP reserves the right to exclude from the tender process any tenderer who:
- fails to meet minimum requirements relating to financial standing; and/or
 - fails to meet the required standard of technical competence; and/or
 - is reasonably thought by WRAP to have misrepresented information within the tender submission.

Section 5: Application procedure / tender process

- 5.1 The deadline for tender submissions is 12:30pm on 1 August 2008.
- 5.2 You should send an electronic copy of your tender submission (in Word format), addressed to:
- Helene Lavis (Market Development Team Co-ordinator)
- Telephone: 01295 819900
Facsimile: 01295 819911
Email: helene.lavis@wrap.org.uk
- 5.3 Tender submissions should clearly state the following reference number: MDD014 together with the words "Confidential Tender".
- 5.4 If you have an enquiry about the work being commissioned or the processes WRAP uses to select its tenderers please contact **in writing only** (by e-mail, fax or post to) Helene Lavis quoting Project Number MDD014 at the address given above.

Tender process & timetable

- 5.5 All tender submissions must remain valid for a minimum period of 90 days following the deadline for receipt of tender submissions.
- 5.6 All tender submissions will be competitively assessed against the evaluation criteria, (stated in Section 4 of this document). A preferred tenderer may be selected at this stage or suitable tender submissions shortlisted. WRAP may invite shortlisted tenderers to present their tender submissions to a Tender Assessment Panel, before selecting a preferred tenderer. The Tender Assessment Panel will include representatives of WRAP and external organisations as appropriate.
- 5.7 The target timetable for this process is as follows:

Tender Timetable

Deadline for receipt of tender submissions	12:30 pm 1 August 2008
Shortlisted tenderers notified	15 August 2008*
Presentations to tender assessment panel	w/c 18 August 2008*
Tenderers receive written notification of WRAP's decision	29 August 2008*

*WRAP reserves the right to change the timetable if deemed necessary by WRAP

- 5.8 All tenderers will receive written notification of WRAP's decision and tenderers will be given the opportunity to obtain feedback on their tender submission.
- 5.9 This information is offered in good faith for the guidance of interested parties, but no warranty or representation is given as to the accuracy or completeness of any of it. WRAP and its advisers shall not be under any liability for any error, misstatement or omission. No aspect of this procedure shall constitute a contract or part of a contract. Tenderers participate in the process on the strict understanding that the procedure may be altered or that WRAP may not proceed for any reason. WRAP reserves the right not to follow up this Tender

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Invitation Document in any way and in particular not to enter into any contractual arrangement with any of the tenderers. WRAP does not bind itself to enter into negotiations or proceed with or accept any tender. Any decision to tender is at the sole discretion of the tenderer and WRAP excludes all liability in respect of any tendering costs incurred.

Appendix I – Sample Form of Contract

SERVICES AGREEMENT

Between

The Waste and Resources Action Programme

And

Name of Contractor

WRAP Contract Reference No. xxxx

Title of Services Agreement



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THIS AGREEMENT is made

Between: **The Waste and Resources Action Programme** (Company no. 4125764) whose registered office is at The Old Academy, 21 Horse Fair, Banbury, Oxfordshire, OX16 0AH ("**WRAP**")

And: **Name of Contractor** (Company no. *number*) whose registered office is at *address (not PO Box)* (the "**Contractor**")

RECITALS: WRAP has agreed with the Contractor to make payments to the Contractor in consideration of the Contractor carrying out the Services on and subject to the terms and conditions set out in this agreement.

NOW IT IS HEREBY AGREED as follows:

This agreement shall be made on the date when both parties have executed the agreement.

1. Definitions and Interpretation

1.1 In this agreement terms set out in this Clause 1.1 shall have the following meanings and terms not defined in this Clause 1.1 shall have the meanings given to them in Schedule 1 (Agreement Details):

"Confidential Information" means: all information (of whatever nature and however recorded or preserved) disclosed by one party to the other, which:

- (a) is marked as or has been otherwise indicated to be confidential; or
- (b) derives value to a party or that party's Group from being confidential; or
- (c) would be regarded as confidential by a reasonable business person,

except to the extent that such information is: already in the public domain at the time of disclosure; enters the public domain otherwise than by a breach of any obligation of confidentiality; known to that party before it is disclosed to that party by, or on behalf of, the other party; or information which is lawfully obtained.

"Expenses" means out-of-pocket expenses reasonably incurred by the Contractor's staff in the proper performance of the Services.

"Event of Default" means any event described in Clauses 16.1.1 (Breaches of Obligations) to 16.1.11 (Failure to Pay), whether or not within the Contractor's control.

"Group" means, in relation to each party, itself, each of the holding companies and subsidiaries and each subsidiary of each of the holding companies (as each such term is defined in the Companies Act 1985).

"Intellectual Property" and **"Intellectual Property Rights"** means all and any current and future patents, trade marks (whether registered or unregistered), design

rights, registered designs, trade or business names, know-how (including commercial know-how), copyright, (including rights in computer software and data), database rights, discoveries and inventions, confidential information and any other intellectual property rights of whatever nature and in every case in every part of the world and whether or not registered.

"Maximum Contract Value" means the maximum contract value specified in Schedule 1 (Agreement Details).

"Milestone Payment" means the milestone payments specified in Schedule 1 (Agreement Details).

"Milestones" means the services specified in respect of each Milestone in Schedule 1 (Agreement Details).

"Potential Event of Default" means an event which has a reasonable possibility of becoming an Event of Default.

"Progress Report" means a written report of the Contractor in such form as WRAP may reasonably require updating WRAP on general progress in relation to the Services.

"Services" means the services specified in Schedule 1 (Agreement Details) to be performed by the Contractor.

- 1.2 As used herein unless the context otherwise requires, the singular includes the plural and vice versa.
- 1.3 As used herein unless the context otherwise requires, the masculine includes the feminine and vice versa.
- 1.4 References to a "Clause", "Paragraph" or "Schedule" are references to a clause of, paragraph of, or a schedule to, this agreement unless otherwise provided. Clause headings are for ease of reference only.
- 1.5 References to this or any other agreement or document or statute are references to them in force for the time being and as amended, varied, supplemented, consolidated or re-enacted from time to time and include any schedules or annexes to such agreement or document and, in the case of statutes, any delegated legislation.
- 1.6 References to parties and other persons include their successors and permitted assigns, except where the content requires otherwise.

2. Payment

- 2.1 Subject to the terms of this agreement, WRAP will pay the Contractor:
 - 2.1.1 Milestone Payments, in aggregate up to the Services Payment Total, providing such payments do not exceed the Maximum Contract Value, following receipt of relevant invoices raised upon performance in full of each Milestone;
 - 2.1.2 Expenses, in aggregate up to the Contract Expenses Total, which have been agreed in advance by WRAP and are in accordance with the rates for contract

expenses set out in Schedule 1 (Agreement Details), following receipt of such receipts as WRAP may require; and

- 2.1.3 Any further payments specified in Schedule 1 (Agreement Details), subject to any terms specified and providing always that the sum of all payments do not exceed the Maximum Contract Value;

in each case within 30 days of WRAP being satisfied that payment is due.

- 2.2 Subject to Clause 15 (No Fault Termination), unless WRAP agrees otherwise, it will not make any payment to the Contractor at any time when:

- 2.2.1 WRAP considers any Event of Default or Potential Event of Default has occurred and is continuing;
- 2.2.2 WRAP considers any representation in Clause 3 (Representations) is:
 - (a) not true and accurate in all material respects; or
 - (b) misleading;
- 2.2.3 WRAP has requested in writing and is yet to receive evidence from the Contractor substantiating that the representations by the Contractor are true and accurate in all material respects and not misleading;
- 2.2.4 making the payment would cause the total amount paid to the Contractor to exceed the relevant amounts specified in Schedule 1 (Agreement Details); or
- 2.2.5 WRAP has given notice to terminate this agreement.

3. Representations

- 3.1 The Contractor represents to WRAP at all times that the representations set out in this Clause are true and accurate in all material respects, and are not misleading, and will notify WRAP of any breach of these representations at the earliest opportunity:
 - 3.1.1 it is duly incorporated and validly existing;
 - 3.1.2 it has the power to own its assets and carry on its business;
 - 3.1.3 the obligations expressed to be assumed by it in this agreement are legal, valid, binding and enforceable obligations;
 - 3.1.4 it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of this agreement;
 - 3.1.5 no breach of this agreement is continuing;
 - 3.1.6 any factual information was true, complete and accurate when provided, except to the extent superseded by subsequent information so provided; and

3.1.7 the non factual information, forecasts or projections most recently provided to WRAP were made in good faith and arrived at bona fide after careful consideration,

and (where clauses 3.1.6 and 3.1.7 are relevant) the Contractor was not at the time when the information was so supplied by or on behalf of the Contractor aware of any material facts or circumstances that were not disclosed to WRAP which would have rendered such information inaccurate or misleading in a material respect.

4. Undertakings

4.1 The Contractor undertakes:

- 4.1.1 to carry out, or procure the carrying out of, the Services;
- 4.1.2 that the Services shall be carried out with the competence, skill, care and due diligence that might reasonably be expected of a contractor that has held itself out to be an expert in every aspect of the performance of the Services;
- 4.1.3 to commence, or procure the commencement of, the Services on or before the Services Commencement Date;
- 4.1.4 to complete each Milestone on or before the milestone completion date specified for the relevant Milestone in Schedule 1 (Agreement Details);
- 4.1.5 to complete, or procure the completion of, the Services on or before the Services Completion Date;
- 4.1.6 to comply with the environmental policy statement of the Contractor (or in the absence of such a statement an appropriate environmental policy statement determined by WRAP acting in its absolute discretion), and to comply with the arrangements for the implementation of that policy statement as documented in the environmental management system of the Contractor and the laws relating to the environment and the health and safety of humans;
- 4.1.7 to promptly notify WRAP if an Event of Default or a Potential Event of Default occurs;
- 4.1.8 where requested by WRAP in its absolute discretion, to arrange, at its cost, for an audited account within 3 months of the Services Completion Date and provide the same to WRAP, in a form and substance satisfactory to WRAP, which will confirm to WRAP that the Milestone Payments and Expenses have been applied or spent in accordance with the conditions of this agreement; and
- 4.1.9 where requested by WRAP in its absolute discretion, to deliver to WRAP within 6 months of the end of each of its financial years, and in any event not less than once in each requested 12 month period calculated from the date of this agreement, copies of audited financial statements of the Contractor disclosing a true and fair statement of its assets, liabilities, income and outgoings.

5. Services Management

- 5.1 The Contractor shall:
- 5.1.1 at all times keep WRAP fully informed on the progress of the Services and fully advised of all information which it receives in connection with the Services;
 - 5.1.2 provide Progress Reports to WRAP on each Reporting Date;
 - 5.1.3 have progress meetings with WRAP on each Meeting Date;
 - 5.1.4 use reasonable endeavours to ensure that at all times any of the Contractor's personnel, advisers or auditors are available to speak with and otherwise to deal with any queries from WRAP in respect of the Services on reasonable notice; and
 - 5.1.5 on reasonable notice allow WRAP to inspect and examine the Services and to provide all such facilities as WRAP may reasonably require for such inspection and examination.
- 5.2 If WRAP requests a change to the agreed scope or nature of the Progress Reports and progress meetings for a reason not related to WRAP's concern about performance of the Services by the Contractor then WRAP will pay such reasonable costs of the Contractor as are agreed in advance by WRAP and the Contractor at the time.

6. Personnel

- 6.1 The Contractor will at all times promptly notify WRAP in writing of the Key Personnel to carry out the Services and will provide on receipt of a written request from WRAP details of the employees and other resources allocated to carry out the Services (including persons engaged by the Contractor).
- 6.2 WRAP may, by notice in writing to the Contractor explaining the reasons for its objection, object to any person proposed by the Contractor to complete part of the Services. Upon receipt of such notice the Contractor shall immediately remove such persons from the team to provide or providing the Services. Unless WRAP subsequently withdraws such notice after a consultation with the Contractor, the Contractor shall ensure that such persons have no further involvement in the provision of the Services.
- 6.3 The Contractor acknowledges that the Key Personnel are essential to the fulfilment of its obligations under this agreement and undertakes to use all reasonable endeavours to retain such Key Personnel. If the Contractor is aware that any of the Key Personnel will become unavailable for any reason the Contractor will promptly notify WRAP and replace such individual with another individual with equivalent experience and competencies.
- 6.4 The Contractor will not, and will procure that its employees and persons engaged by the Contractor will not, either during its engagement or for a period of 12 months thereafter:

- 6.4.1 offer or cause to be offered any employment to any employee of WRAP without the prior written consent of WRAP; and
- 6.4.2 knowingly do or fail to do any act or thing which could or might reasonably cause any employee of WRAP to either act in breach of his or her obligations to WRAP or terminate his or her employment with WRAP.

7. Remedies Indemnities and Limitation of Liability

Death, injury or fraudulent misrepresentation

- 7.1 Nothing in this agreement shall be taken to exclude or limit the liability of the other party:
 - 7.1.1 for death or personal injury caused by its negligence; or
 - 7.1.2 for fraudulent misrepresentation.

Indemnity

- 7.2 The Contractor shall, on demand, indemnify and agrees to keep indemnified WRAP against all costs, expenses, actions, charges, claims, damages, proceedings and other liabilities and costs (including legal costs) sustained or incurred by WRAP as a result of any breach of this agreement by the Contractor.

Intellectual Property Indemnity

- 7.3 The Contractor shall, on demand, indemnify and agrees to keep indemnified WRAP against all costs, expenses, actions, charges, claims, damages, proceedings and other liabilities and costs (including legal costs) relating to any infringement or alleged infringement of any Intellectual Property Rights of any third party:
 - 7.3.1 arising from the Services and/or their execution or the results of the Services; or
 - 7.3.2 in the event that the assignments or the consents anticipated by Clause 10.7 are not provided, or are otherwise defective.

Property Damage

- 7.4 The liability of either party under this agreement for any breach resulting in direct loss of or damage to tangible property, or any series of connected breaches resulting in or contributing to the loss of or damage to tangible property, shall not exceed the Property Damage Limit.

Negligence/Professional Indemnity

- 7.5 Subject to Clause 7.1 (Death, injury or fraudulent misrepresentation), the aggregate liability of either party under this agreement for breaches arising in any twelve-month period, other than those governed by Clause 7.3 (Intellectual Property Indemnity) and Clause 7.4 (Property Damage), shall not exceed the Negligence/PI Limit.

Insurance

- 7.6 The Contractor shall at all relevant times maintain or procure insurance in connection with the Services against such risks and losses, in such respective amounts, with reputable insurers as are appropriate for work of a similar scope and nature, except those risks and losses which are not capable of being insured and shall take all reasonable steps to procure that any person engaged by it shall also be similarly insured. At any time, on reasonable notice, the Contractor shall, if requested by WRAP, provide reasonable written confirmation (for instance a broker's certificate) that such insurance continues to be valid. The Contractor shall promptly apply the proceeds of any insurance claim either in reinstatement or replacement of any relevant asset, discharge of any relevant third party liability or towards payment of any amounts then owing from the Contractor.

8. Corrupt Gifts and Conflict of Interest

- 8.1 The Contractor shall not offer or give or agree to give any employee of WRAP any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this agreement or any other contract for WRAP or for showing or forbearing to show favour or disfavour to any person in relation to this agreement or any other contract for WRAP.
- 8.2 Any breach of this Clause by the Contractor or by anyone employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by anyone employed by it or acting on its behalf under the Prevention of Corruption Acts, 1889 to 1916, in relation to this agreement or any other agreement for WRAP, shall entitle WRAP to terminate this agreement and recover from the Contractor the amount of any loss resulting from such termination.
- 8.3 The Contractor warrants and undertakes to WRAP that in relation to the performance of the Services, it will provide independent and unbiased advice, recommendations and reports to WRAP.
- 8.4 The Contractor must ensure that no conflict arises or appears to arise between its duties under this agreement and its private interests, financial or otherwise. WRAP should be consulted immediately if there is any uncertainty about whether any such conflict of interest may exist.

9. Confidentiality

- 9.1 Without prejudice to the rights of WRAP set out in Clause 10.4, each party undertakes:
- 9.1.1 to keep the Confidential Information confidential and not to disclose it to anyone except as provided for by Clause 9.2 and to ensure that the Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information;
 - 9.1.2 not to use the Confidential Information otherwise than for the purpose of this agreement; and
 - 9.1.3 to use all reasonable endeavours to ensure that any person to whom it passes any Confidential Information (unless disclosed under Clause 9.2.2)

acknowledges and complies with the provisions of this agreement as if that person were also a party to it.

- 9.2 Each party agrees that the other party may disclose Confidential Information:
- 9.2.1 to members of its Group and their officers, directors, employees and professional advisers to the extent necessary for the purpose of this agreement and to any auditors of members of its Group;
 - 9.2.2 where:
 - (a) requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
 - (b) required by the rules of any stock exchange on which the shares or other securities of any member of its Group are listed; or
 - (c) required by the laws or regulations of any country with jurisdiction over the affairs of any member of its Group; or
 - 9.2.3 with the other party's prior written consent.
- 9.3 Each party agrees (to the extent permitted by law) to inform the other party of the full circumstances of any disclosure:
- 9.3.1 under Clause 9.2.2, provided that to the extent practicable each party will give the other party prior written notice, including a copy of the proposed disclosure, and take into account the other party's reasonable requirements as to timing, content and manner of making; or
 - 9.3.2 upon becoming aware that Confidential Information has been disclosed in breach of this agreement and, without prejudice to any rights or remedies that the other party may have, the relevant party shall take such steps, or shall procure that such steps are taken, as the other party which may be damaged by such breach may reasonably require in order to remedy or mitigate the effects of such breach.
- 9.4 Each party acknowledges and agrees that it or members of its Group may be irreparably harmed by the breach of the terms of this Clause 9 and damages may not be an adequate remedy; each party or member of its Group may be granted an injunction or specific performance for any threatened or actual breach of the provisions of this Clause 9 by the other party.

10. Publication

- 10.1 The Contractor shall not (and shall procure that any person engaged by it shall not):
- 10.1.1 make any public announcement regarding the Services or the entering into of this agreement without the prior written consent of WRAP, to whom, unless in any particular circumstances WRAP shall require otherwise, any press or other enquiry in relation to any such matter shall be referred, immediately upon the enquiry arising;

- 10.1.2 publish alone or in conjunction with any other person any articles or other material relating to the Services nor impart any information regarding the Services without the prior written consent of WRAP except as permitted under Clause 9 (Confidentiality); and
- 10.1.3 by itself, its employees or any person engaged by it communicate with representatives of the press, television, radio or other communications media on any matter concerning the Services without the prior written consent of WRAP.
- 10.2 The Contractor shall acknowledge WRAP and the payments made by WRAP in any publications in respect of the Services.
- 10.3 Without prejudice to any other rights and remedies that WRAP might have, the Contractor agrees that damages may not be an adequate remedy for any breach of this Clause; WRAP may be granted an injunction or specific performance for any threatened or actual breach of Clauses 10.1 or 10.2.
- 10.4 WRAP may publish and disclose details of the Services and all or any of the data, information or knowledge relating to the Services.
- 10.5 The design of all publications in any media produced by the Contractor in relation to this agreement must conform to standards communicated by WRAP from time to time to the Contractor and templates and be approved by WRAP in advance of publication.
- 10.6 Websites relating to or produced as a result of the Services specified in this agreement will reside within a domain specified by WRAP, which will usually be www.wrap.org.uk/.
- 10.7 If any material provided by the Contractor in connection with the Services to be published and distributed by WRAP is subject to rights owned by third parties, including text, data, design, artwork and photographs in any format and in any media the Contractor must at its own cost either obtain an assignment of the copyright for the benefit of WRAP, or a licence/permission in appropriate form. The Contractor must send evidence of such copyright ownership and/or all necessary licences and permissions prior to or at the same time as submitting such material to WRAP.
- 10.8 The Contractor warrants that it will duly observe all of its obligations under the Data Protection Act 1998 and any subordinate legislation relating thereto which arise in connection with this agreement.

11. Reports

- 11.1 All reports produced in relation to the Services must include a 50 to 100 word abstract of the report and an executive summary and be written in plain English with the use of technical and business jargon kept to a minimum. Where specialist terminology is necessary, it must be clearly explained. Similarly, abbreviations and acronyms must be followed by their long form, in parentheses, on first mention. Any reports produced by the Contractor in accordance with this agreement that fail to meet the standards required by WRAP may be returned to the Contractor for re-writing.
- 11.2 The Contractor must provide a paper copy (unbound), together with a disc copy on 3.5" disc or CD ROM, for all reports prepared according to the latest template which will be provided by WRAP. Wherever possible, the Contractor must reduce all spreadsheets

and graphics and other methods of presenting information so that they can be accommodated on an A4 sheet. Where a report includes illustrations (either black and white or coloured), the Contractor must supply these at a resolution suitable for reproduction.

12. Intellectual Property Rights

12.1 The Contractor and WRAP shall each retain ownership of all their existing Intellectual Property Rights in existence at the date of this agreement.

12.2 All Intellectual Property including, without limitation, all data, databases, reports, records, drawings, photographs, specifications, plans, software, designs, inventions and/or other material created by the Contractor (or any employee or person engaged by the Contractor) in the course of the performance of the Services under this agreement shall vest in and be the property of WRAP.

12.3 To the extent that any Intellectual Property Rights in any of the items referred to in Clause 12.2 do not automatically vest in WRAP and vest:

12.3.1 in the Contractor, the Contractor hereby assigns to WRAP; or

12.3.2 in any person engaged by the Contractor, the Contractor shall procure the assignment to WRAP of,

in each case with full title guarantee (by way of present assignment of present and future rights), all Intellectual Property Rights in such items (except to the extent that these rights are already owned by WRAP) free from any lien, charge, encumbrance (whether monetary or not) or third party right.

12.4 Without prejudice to the rights of WRAP as to ownership of Intellectual Property set out in this Clause the Contractor hereby grants to WRAP a non-exclusive, transferable, irrevocable, royalty free, perpetual licence (with the right to grant sub-licences) in respect of all the Intellectual Property Rights of the Contractor created after the date of this agreement which in the opinion of WRAP are necessary in order for WRAP to use, exploit or deal with the results of the Services.

12.5 Without prejudice to the rights of WRAP as to ownership of Intellectual Property set out in this Clause the Contractor hereby grants to WRAP a non-exclusive, irrevocable, royalty free, perpetual licence (with the right to grant sub-licences and transferable only for the purposes of publishing and disclosure) in respect of all the Intellectual Property Rights of the Contractor in existence at the date of this agreement which in the opinion of WRAP are necessary or useful in order for WRAP to publish and disclose details of the Services and all or any of the other data, information or knowledge relating to the Services.

12.6 The Contractor hereby irrevocably waives all moral rights relating to the Services and the results thereof and shall procure that its employees and persons engaged by the Contractor also waive such moral rights.

12.7 The Contractor shall notify WRAP in writing within 14 days upon notice of any challenge, claim or dispute by any third party to any of the Intellectual Property and other rights referred to in this Clause.

- 12.8 If required by WRAP the Contractor shall (at WRAP's reasonable expense) take whatever steps are requested by WRAP to protect all Intellectual Property and other rights referred to in this Clause. Notwithstanding such obligation, the Contractor will not take any action (unless required to do so by WRAP pursuant to this Clause) so as to prejudice the Intellectual Property and other rights and/or adversely affect the validity of any registered Intellectual Property.
- 12.9 The Contractor undertakes to WRAP not to use or deal with any of the Intellectual Property Rights or other rights, other than in the performance of this agreement, unless the Contractor has first obtained a written licence from WRAP in specific terms to do so.
- 12.10 If the Contractor wishes to grant a sub-licence to use any of the data, databases, reports, records, drawings, photographs, specifications, plans, software, designs, inventions and/or other material referred to in this Clause to a third party it shall obtain the prior written consent of WRAP.

13. Inventions

- 13.1 If the Contractor makes any discovery or invention in carrying out the Services (or any other Intellectual Property, comes into existence as a result of the carrying out of the Services), the Contractor shall forthwith disclose the same to WRAP. All such Intellectual Property shall, for the avoidance of doubt, upon their creation be automatically owned by WRAP.
- 13.2 If in the view of WRAP any such invention is patentable or subject to any other application for registration of the Intellectual Property Rights relating thereto then WRAP shall, at WRAP's expense, have the right to apply in its own name and as absolute and sole owner for patents or such other registrable Intellectual Property Rights and the Contractor shall, or shall procure that the inventor shall (if the Contractor is not the inventor), if so requested by WRAP, and at the direction of WRAP, apply for, or assist in, the application for patent rights or such other registrable Intellectual Property Rights in each case for the sole benefit of WRAP.

14. Property Rights

- 14.1 Any data, databases, reports, records, drawings, photographs, specifications, plans, software, designs, inventions and/or materials and articles of equipment supplied by or on behalf of WRAP to the Contractor pursuant to this agreement shall remain the sole and exclusive property of WRAP.
- 14.2 Any and all property created by the Contractor (or any employee or person engaged by the Contractor) in the course of the performance of the Services shall vest in and be the property of WRAP.
- 14.3 To the extent that any property referred to in Clause 13.2 does not automatically vest in WRAP and vests:
- 14.3.1 in the Contractor, the Contractor hereby assigns to WRAP; or
 - 14.3.2 in any person engaged by the Contractor, the Contractor shall procure the assignment to WRAP,

in each case with full title guarantee (by way of present assignment of present and future rights), all such property (except to the extent that such property is already owned by WRAP) free from any lien, charge, encumbrance (whether monetary or not) or third party right.

- 14.4 The Contractor undertakes to keep such data, databases, reports, records, drawings, photographs, specifications, plans, software, designs, inventions and/or materials and articles of equipment separable, safe and readily identifiable, and to provide all such property to WRAP on completion of the Services or earlier if requested by WRAP within 15 days of any written request for their return.

15. Variations

- 15.1 WRAP may at any time provide the Contractor with a written proposal to alter the Services to be undertaken by the Contractor under this agreement and the Contractor shall, acting reasonably and in good faith, submit to WRAP as soon as reasonably practicable, and in any event within 30 days, a quotation for such alterations specifying what variations (if any) will be required to the Services.

- 15.2 Upon receipt of such quotation WRAP may elect either:

15.2.1 to accept such quotation, in which case WRAP will issue a contract variation substantially in the form detailed in Schedule 2 (Form of Contract Variation), in which case when the contract variation is signed by both parties the amendment will become binding; or

15.2.2 to withdraw the proposed alterations, in which case this agreement shall continue in force unchanged.

16. No Fault Termination

- 16.1 Notwithstanding its other rights, WRAP shall have the right at any time by written notice to the Contractor to terminate this agreement by giving notice to the Contractor.

- 16.2 In the event of termination under this Clause:

16.2.1 WRAP will pay the Contractor a fair and reasonable amount for the Services completed to the satisfaction of WRAP at the date of termination of this agreement but the Contractor will not be entitled to any additional payment, compensation or other recourse from WRAP; and

16.2.2 the Contractor shall provide WRAP with a full report on the status of the Services and shall provide to WRAP as soon as reasonably practicable and in any event within 15 days all information, documentation, property and materials relating to the Services.

17. Termination for Breach

- 17.1 Each of the events set out in Clauses 17.1.1 (Breaches of Obligations) to 17.1.11 (Failure to Pay) (inclusive) is an Event of Default (whether or not caused by any reason whatsoever outside the control of any person):

Breaches of Obligations

- 17.1.1 The Contractor defaults in the due performance or observance of any covenant, undertaking, condition or provision on its part contained in this agreement which is not the subject of a specific provision of this Clause and such default:
- (a) is not capable of remedy; or
 - (b) is capable of remedy but shall not have been remedied to the satisfaction of WRAP (acting reasonably) within 30 days after either notice from WRAP requiring it to be remedied or the Contractor becoming aware of the breach, whichever shall be the earlier.

Breach of Representations and Warranties

- 17.1.2 Any representation, warranty or statement made by the Contractor in this agreement or in any notice delivered pursuant to this agreement is untrue or incorrect in any material respect when made.

Insolvency

- 17.1.3 The Contractor or any member of its Group is unable or admits inability to pay its debts as they fall due, suspends or threatens to suspend making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- 17.1.4 The value of the assets of the Contractor or any member of its Group is less than its liabilities (taking into account contingent and prospective liabilities).
- 17.1.5 A moratorium is declared in respect of any indebtedness of the Contractor or any member of its Group. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

Insolvency Proceedings

- 17.1.6 Any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contractor or any member of its Group other than a solvent liquidation or reorganisation of any member of its Group other than the Contractor itself;
 - (b) a composition, compromise, assignment or arrangement with any creditor of the Contractor or any member of its Group;
 - (c) the appointment of a liquidator (other than in respect of a solvent liquidation of any member of the Group of the Contractor other than the Contractor itself), receiver, administrative receiver,

administrator, compulsory manager or other similar officer in respect of the Contractor or any member of its Group or any of its assets; or

- (d) enforcement of any security over any assets of the Contractor or any member of its Group,

or any analogous procedure or step is taken in any jurisdiction. This Clause 16.1.6 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised.

Creditors' Process

- 17.1.7 Any expropriation, attachment, sequestration, distress or execution or any analogous process in any jurisdiction affects any asset or assets of the Contractor or any member of its Group and is not discharged within 14 days.

Fraud or negligence

- 17.1.8 At any time, the Contractor has acted fraudulently or negligently in relation to this agreement or the Services.

Change to the ownership or structure of the Contractor

- 17.1.9 At any time before the date of actual completion of the Services, there is a change of control of the Contractor, as defined by section 416 of the Income and Corporation Taxes Act 1988.

Termination or repudiation of agreement

- 17.1.10 If any of the following occur:
 - (a) the Contractor, terminates, cancels, revokes, repudiates, surrenders or forfeits this agreement or any of its obligations thereunder or issues a formal notice of its intention to do so;
 - (b) the Contractor takes any other action with regard to this agreement which causes it not to be in full force and effect; or
 - (c) the Services specified in Schedule 1 (Agreement Details) are not completed by the Services Completion Date.

Failure to Pay

- 17.1.11 The Contractor fails to pay any sum required to be paid under this agreement on the due date unless the Contractor demonstrates that the failure to pay is solely due to technical or administrative reasons and the Contractor uses all reasonable endeavours to procure payment as soon as possible and the relevant amount is duly paid in full within 3 business days after the due date.

Actions available to WRAP on an Event of Default

- 17.2 If an Event of Default occurs and is continuing WRAP will consider the seriousness of the Event of Default and whether or not it is remediable, and WRAP's present intention in such circumstances is to seek to discuss the matter in good faith with the Contractor and to agree a course of action to be taken, but it is not obliged to do so where it considers:
- 17.2.1 that the Event of Default is irremediable;
 - 17.2.2 that the Contractor has deliberately or negligently failed to comply with its obligation to notify WRAP of an Event of Default or Potential Event of Default, on this or any previous occasion; or
 - 17.2.3 that it would be against its own interests or unlikely to lead to a satisfactory outcome.
- 17.3 On and at any time after the occurrence of an Event of Default which is continuing WRAP may by notice to the Contractor:
- 17.3.1 suspend or cancel all further payments by WRAP to the Contractor under this agreement;
 - 17.3.2 make all further payments by WRAP to the Contractor under this agreement subject to such conditions as WRAP may specify;
 - 17.3.3 demand immediate repayment of, in which case the Contractor will immediately repay, the whole or any part of the payments made by WRAP to the Contractor under this agreement;
 - 17.3.4 exercise any guarantees, security and/or other rights which WRAP may have in respect of the Contractor or this agreement; and/or
 - 17.3.5 terminate this agreement.

Administrative error

- 17.4 The Contractor will, unless WRAP agrees otherwise, repay to WRAP any payments made by WRAP to the Contractor under this agreement paid as a result of an administrative error by WRAP or any other person.

On demand and set-off

- 17.5 Any amounts falling to be paid by the Contractor to WRAP under this agreement will be paid on demand of WRAP. WRAP may, but need not, set off any such unpaid amounts against any amount then due, or which at any later time may become due, to the Contractor under this agreement or under any other agreement to which WRAP and the Contractor are party.

Default interest

- 17.6 If the Contractor fails to pay any amounts due to WRAP on the due date, such amounts will bear interest at the rate of 2% per annum over the base rate from time to time of

Barclays Bank PLC or such other clearing bank as may be selected by WRAP and notified to the Contractor from time to time until paid in full.

Full report and provision of information

- 17.7 On the expiry or termination of this agreement for any reason the Contractor shall:
- (a) provide WRAP with a full report on the status of the Services and shall provide to WRAP as soon as reasonably practicable and in any event within 15 days all information, documentation, property and materials relating to the Services; and
 - (b) take all reasonable steps and otherwise co-operate fully with WRAP and any successor contractor in order to achieve (where applicable):
 - (i) a continuation of the Services with the minimum of disruption;
 - (ii) a smooth transition of responsibilities between the Contractor and any successor contractor; and
 - (iii) a smooth transfer of the possession and operation of the service assets to any successor contractor.

18. Assignment and Subcontracting

- 18.1 This agreement will benefit and be binding on the parties, their respective successors and permitted assigns, including any statutory or other body which may become the successor of WRAP.
- 18.2 The Contractor shall not be entitled to assign this agreement or any part hereof or any benefit or interest herein to any person for the purposes of the performance of its duties under this agreement without the prior written consent of WRAP. Where a subcontract has been consented to by WRAP this shall not relieve the Contractor of any of its responsibilities or obligations under this agreement.
- 18.3 Where the Contractor enters into a subcontract with a subcontractor for the purpose of performing this agreement or any part of it, the Contractor shall cause a term to be included in such subcontract which requires:
- 18.3.1 such subcontractor to comply with all the general terms of this agreement relevant to the Contractor;
 - 18.3.2 such subcontractor to comply with all the specific terms of this agreement directly relevant to such subcontract; and
 - 18.3.3 payment to be made by the Contractor to the subcontractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the subcontract requirements.

19. Health, Safety and Resource Conservation

- 19.1 The Contractor shall, on request, provide WRAP with a copy of its policy statement in respect of health and safety at work and details of arrangements for implementation of

that policy and shall comply with any such policy, all applicable health and safety regulations and legislation.

- 19.2 The Contractor must at all times during the term of this agreement demonstrate commitment to resource conservation and use recycled products and materials whenever these are available at reasonable cost and are fit for purpose.

20. Discrimination

The Contractor shall not unlawfully discriminate directly or indirectly or by way of victimisation or harassment against any person on grounds within the meaning of the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 or any age discrimination legislation if the same has the force of law (in each case as amended), and the Contractor shall take all reasonable steps to ensure that all employees employed by and persons engaged by it in the execution of this agreement do not unlawfully discriminate.

21. Notices

- 21.1 Save as otherwise provided in this agreement, all notices or other communications under or in connection with this agreement shall be given in writing by fax or by letter (delivered in person or by first class registered mail). Any such notice or communication will be deemed to have been given:

21.1.1 if by way of fax, when received in legible form;

21.1.2 if by way of letter, on the day when delivered (in the case of personal delivery) and 2 business days after having been posted by first class registered mail (in the case of postal delivery).

- 21.2 Any notice or communication given in accordance with this Clause but received on a non business day or after business hours in the place of receipt will only be deemed to be given on the next business day in that place.

- 21.3 The address of each person for all notices and other communications under or in connection with this agreement are:

21.3.1 those notified by a party for this purpose in this Clause; or

21.3.2 any other notified by a party for this purpose by no less than 5 business days' notice.

- 21.4 The address and contact details of WRAP are:-

Address: The Waste and Resources Action Programme
The Old Academy
21 Horse Fair
Banbury
OXON OX16 0AH

Fax: 01295 819911

Attention: The Company Secretary

or such other as WRAP may notify to the Contractor by no less than 5 business days' notice.

21.5 The address and contact details of the Contractor are:-

Address: [REDACTED]

Fax: [REDACTED]

Attention: [REDACTED]

or such other as the Contractor may notify to WRAP by no less than 5 business days' notice.

22. Amendments

Any amendment to this agreement is ineffective unless in writing.

23. Waiver

23.1 The failure of WRAP to exercise any right or remedy shall not constitute a waiver of that right or remedy.

23.2 A waiver of any right or remedy arising from a breach of this agreement shall not constitute a waiver of any right or remedy arising from any other breach of this agreement.

23.3 Any consent or waiver or agreement of WRAP under this agreement must be obtained in advance and is ineffective unless in writing. It may be given subject to any conditions thought fit by WRAP.

24. Severability

If, at any time, any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, neither the validity, legality or enforceability of the remaining provisions nor the validity, legality or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. If the result of such provision being or becoming invalid, illegal or unenforceable is so fundamental as to prevent the accomplishment of the purpose of this agreement, WRAP and the Contractor shall immediately commence negotiations in good faith to remedy the invalidity, illegality or unenforceability.

25. Rights of Third Parties

Subject to Clause 9.4, nothing in this agreement is intended to confer on any person any right to enforce any provision of this agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any provisions of this agreement, the parties to this agreement do not require the consent of any third party to rescind or vary this agreement at any time.

26. Continuation of Obligations

The provisions of Clauses 1 (Definitions and Interpretation), 2 (Payment), 7 (Remedies, Indemnities and Limitation of Liability), 8 (Corrupt Gifts and Conflict of Interest), 9 (Confidentiality), 10 (Publication), 11 (Reports), 12 (Intellectual Property Rights), 13 (Inventions), 14 (Property Rights), 21 (Notices), 23 (Waiver), 26 (Continuation of Obligations), 27 (Entire Understanding) and 28 (Law) will survive the termination of this agreement irrespective of the reason for termination for a period of 6 years.

27. Entire Understanding

This agreement comprises the entire understanding of the parties in relation to the matters referred to in this agreement and supersedes any previous understanding, arrangement or agreement between the parties in relation to such matters. The parties acknowledge that no claim shall arise in respect of any previous understanding, arrangement or agreement so superseded.

28. Law

This agreement is governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF, the parties have executed this agreement.

For and on behalf of: **The Waste and Resources Action Programme**

Signature:

Print name: **name**.....

Title: **title**

Date:

For and on behalf of: **Name of Contractor**

Signature:

Print name:

Title:

Date:



SCHEDULE 1

Agreement Details

1. Services

The Services to be performed by the Contractor and the objectives of the Services

2. Approved subcontractors

Subcontractor name	Subcontractor Service
<i>Name of any approved subcontractor</i>	<i>Service to be provided by any approved subcontractor</i>

3. Other agreement details

3.1 Day-to-Day Contacts shall be:

3.1.1 for WRAP: *name, email, phone and fax numbers*;

3.1.2 for the Contractor: *name, email, phone and fax numbers*.

3.2 "Key Personnel" means *names of key personnel* being those individuals that are fundamental to the performance of the Services.

3.3 "Meeting Date" means each of *dates* or such other dates as the parties agree from time to time and such additional dates as WRAP may specify from time to time if WRAP is concerned about performance of the Contractor.

3.4 "Negligence/PI Limit" means £1,000,000

3.5 "Property Damage Limit" means £2,000,000

3.6 "Reporting Date" means each *dates* or such other dates as the parties agree from time to time and such additional dates as WRAP may specify from time to time if WRAP is concerned about the performance of the Contractor.

3.7 "Services Commencement Date" means *date*.

3.8 "Services Completion Date" means *date*.

4. FINANCIAL DETAILS

4.1 "Maximum Contract Value" means £ *total of all payments including the Contract Expenses Total and the Services Payment Total* including VAT.

3.2 "Contract Expenses Total" means a maximum of £ *relevant amount* including VAT, to be invoiced in accordance with clause 1.2.2 (Key Obligations) hereto.

3.3 “Services Payment Total” means a maximum of £ xxxx including VAT to be paid in full on completion OR on satisfactory completion of the relevant Milestone OR monthly in arrears OR USE TABLE

Type	Maximum (excluding VAT)	VAT	Total
Lump sum fees	Up to £xxxx	Up to £xxxx	Up to £xxxx
Item charge fees	Up to £xxxx calculated as follows: £xxxx per unit item being counted	Up to £xxxx	Up to £xxxx
Time charge fees	Up to £xxxx calculated as follows: £xxxx per period of time for person	Up to £xxxx	Up to £xxxx
Total	Up to £xxxx	Up to £xxxx	Up to £xxxx

3.4 “Milestone Payments” excluding Expenses

Milestone	Milestone services	Milestone completion date	Maximum Milestone Payment to be invoiced (including VAT)
1	<i>Details of Services required by the milestone completion date</i> and delivery of satisfactory Progress Report and occurrence of satisfactory progress meeting.	date	£amount
2	<i>Details of Services required by the milestone completion date</i> and delivery of satisfactory Progress Report and occurrence of satisfactory progress meeting.	date	£amount
3	<i>Details of Services required by the milestone completion date</i> and delivery of satisfactory Progress Report and occurrence of satisfactory progress meeting.	date	£amount
4	<i>Details of Services required by the milestone completion date</i> and delivery of satisfactory Progress Report and occurrence of satisfactory progress meeting.	date	£amount

Incurring Expenses, agreed in advance with WRAP, should be included in each invoice but should (cumulatively) not exceed the Contract Expenses Total.

5. Schedule of rates for Contract Expenses

Expense	Rate
Motor vehicle mileage	at 40 pence per mile (including VAT)
Hotel and breakfast in London	at actual cost up to a maximum of £90.00 night (including VAT)
Hotel and breakfast other than London	at actual cost up to a maximum of £75.00 night (including VAT)
Other	at the rate agreed with WRAP prior to the expense being incurred

SCHEDULE 2

Form of Contract Variation

The Contractor

Address

Date

Dear Sir/Madam

Contract Variation

We are writing to you pursuant to the agreement between The Waste and Resources Action Programme and *name of the Contractor* dated *date* (the "**Agreement**"). This document constitutes a contract variation under Clause 14 (Changes) of the Agreement for Services to be carried out under the same terms and conditions as the Agreement, except where stated otherwise in this contract variation.

Changes

For and on behalf of: **The Waste and Resources Action Programme**

Signature:

Print name:

Title:

We have read and agree the above and agree to carry out the Services described above in accordance with the terms of the Agreement, as varied by this contract variation.

For and on behalf of: **Name of Contractor**

Signature:

Print name:

Title:

