



**Programme Area:** Bioenergy

**Project:** Energy From Waste

**Title:** 'Energy from Waste' Project: Characterisation of UK Waste Streams and Assessment of Energy from Waste Technology Opportunities – Request for Proposal

### Abstract:

The ETI has identified a number of key focus areas for its Distributed Energy (DE) programme to address. These include Energy from Waste technologies, and specifically the need for fuel flexible power systems capable of operating on a range of wastes (rather than the bespoke, niche solutions presently available which are capable of operating only on limited waste types). This Project will characterise and map the UK waste landscape and identify technology development opportunities for energy from waste, in order to inform the ongoing strategic development of the ETI's DE programme.

### Context:

The Energy from Waste project was instrumental in identifying the potential near-term value of demonstrating integrated advanced thermal (gasification) systems for energy from waste at the community scale. Coupled with our analysis of the wider energy system, which identified gasification of wastes and biomass as a scenario-resilient technology, the ETI decided to commission the Waste Gasification Demonstration project. Phase 1 of the Waste Gasification project commissioned three companies to produce FEED Studies and business plans for a waste gasification with gas clean up to power plant. The ETI is taking forward one of these designs to the demonstration stage - investing in a 1.5MWe plant near Wednesbury. More information on the project is available on the ETI website. The ETI is publishing the outputs from the Energy from Waste projects as background to the Waste Gasification project. However, these reports were written in 2011 and shouldn't be interpreted as the latest view of the energy from waste sector. Readers are encouraged to review the more recent insight papers published by the ETI, available here: <http://www.eti.co.uk/insights>

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# Request for Proposals (RfP)



Title of Services for which Proposals are Requested:

**‘Energy from Waste’ Project:  
Characterisation of UK Waste Streams and  
Assessment of Energy from Waste Technology Opportunities**

Request Issue Date:

2<sup>nd</sup> March 2009

Closing Date:

Proposals must be received before 5pm on 27<sup>th</sup> March 2009

Contact for Enquiries:

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## Glossary

Term	Definition
Consortium	The group of organisations described in Section 1.5 which may decide together to submit a Proposal to carry out the Project and be governed by a Consortium Agreement between themselves. This will not include the ETI itself.
Consortium Agreement	The agreement to be entered into between the organisations together forming a Consortium, as described in Section 1.5, which governs the execution of the Project within the Consortium.
Energy from Waste (EfW)	The process of converting the energy available in waste into usable energy such as heating and electricity. This includes thermal processes (mainly combustion, gasification and pyrolysis) and biological processes (mainly anaerobic digestion) for conversion, as well as processes for material handling and power generation.
Lead Coordinator	The organisation which is a member of the Consortium, and which manages and coordinates the activities of all the Consortium members, and which acts as the primary interface between the Consortium and the ETI, as described in Section 1.5.
Participant	An organisation which is responsible for the delivery of part of the Project scope and which is therefore the Prime Contractor, or is Subcontracted to the Prime Contractor, or is a member of the Consortium, or is a subcontractor to any of these organisations, as appropriate, as described in Section 1.5.
Payment Milestone	A contract milestone with defined constituent deliverables, associated deliverable acceptance criteria, and milestone value (all to be detailed in the Respondent's Proposal and agreed in the Project Contract) which should be completed in order to reach the said milestone, and at which, subject to acceptance by the ETI that the milestone has in fact been reached, payment may be claimed from the ETI on the basis described in Section 4 and on the Terms in Appendix C,
Prime Contractor	The organisation which manages and coordinates the activities of all the Subcontract Participants, as described in Section 1.5.
Programme Manager	The individual appointed by the ETI to manage the overall ETI programme to which this Project is affiliated, and to whom the Project Manager is accountable.
Project	The project for which the purpose, scope of work and other details are described in this Request for Proposals.
Project Contract	The contract, as described in Section 5, to be entered into between the ETI and the Participants (whether as a Consortium, Prime Contractor or single contractor)
Project Detailing Stage	The stage of Project commissioning carried out by the ETI if and after it has decided to take forward a Proposal, during which full and final Project details are established and a Project Contract is agreed.
Project Manager	The individual who is appointed by the Lead Coordinator or Prime Contractor, or is otherwise agreed by the Project Participants, to carry out its responsibilities.
Project Organisation	The entity or group of entities / organisations, and the contracting and management structure which they adopt, as described in Section 1.5, which together will carry out the Project if commissioned by the ETI.
Proposal	The proposal for the Project submitted to the ETI, as described in Section 2.1, in response to this Request for Proposals.
Respondent	The organisation submitting a Proposal to the ETI, as described in Section 2.1, on behalf of themselves and of any Consortium or Subcontract Participants.
Subcontract	A contractual arrangement between the Prime Contractor (described in Section 0) and another Participant organisation to which work has been subcontracted. This includes Participant organisations subcontracted in turn by other Participant organisations, but the Prime Contractor is not defined as a Subcontractor to the ETI.
Task	A significant activity or group of activities (within a Work Package) which results in completion of a deliverable or a significant part of one, or which represents a significant step in the process towards one.
Work Package (WP)	A major section of the Project scope of work, which may be identified in this RfP or in the Respondent's Proposal, in order to break up the scope of work into separate manageable parts. A Work Package will usually consist of a number of Tasks.

## **1. Introduction and Overview of the Services Required**

### **1.1. Introduction to the Energy Technologies Institute**

The Energy Technologies Institute LLP (the ETI) is a private organisation formed as an innovative Limited Liability Partnership between international industrial energy companies and the UK government.

Our mission is to accelerate the development, demonstration and eventual commercial deployment of a focused portfolio of energy technologies, which will increase energy efficiency, reduce greenhouse gas emissions and help achieve energy and climate change goals.

We will do this by leveraging the skills, capabilities and market access routes of our members, working with other organisations worldwide, to take the most challenging large-scale energy projects to full system demonstration, thus bridging the gulf between laboratory proven technologies and full scale commercially tested systems. Our projects will also develop knowledge, skills and supply-chains, and will inform the development of regulation, standards and policy. Hence we aim to overcome major barriers, de-risk the future development and shorten the lead times to market for secure, affordable, low-carbon energy systems for power, heat and transport.

Our portfolio includes programmes in areas such as Wind, Marine, Distributed Energy, Transport, Energy Networks and Carbon Capture & Storage.

Further information can be found on our web-site at [www.energytechnologies.co.uk](http://www.energytechnologies.co.uk)

### **1.2. Background to the Project**

The ETI has identified a number of key focus areas for its Distributed Energy (DE) programme to address. These include Energy from Waste technologies, and specifically the need for fuel flexible power systems capable of operating on a range of wastes (rather than the bespoke, niche solutions presently available which are capable of operating only on limited waste types).

This Project will characterise and map the UK waste landscape and identify technology development opportunities for energy from waste, in order to inform the ongoing strategic development of the ETI's DE programme.

### **1.3. Outline Scope of the Project**

The Project has four main work packages:

- UK waste analysis, based on a thorough review of existing data and, where there are gaps or significant degrees of uncertainty, on a statistically representative sample of regional/local municipal, industrial, commercial and agricultural waste, to characterise and map UK waste arisings by parameters including waste types, volumes, chemical composition, energy content, temporal variation and physical properties.
- Analytical and experimental assessment of Energy from Waste technologies, from waste input to power and/or heat output, with a representative range of waste types, for technology characterisation and comparison so that the best combination of technologies can be selected for development.
- Identification of the opportunities for development of the chosen combinations of technologies, complete with a quantified analysis of the interactions and trade-offs between the selected component technologies.
- Assessment of the potential benefits (particularly CO<sub>2</sub> emissions reduction, increased affordability and security of energy supply, waste landfill reduction, etc) which could be derived from the further development and deployment of the identified technologies.

Refer to Section 3 of this RfP for a more detailed description of the scope of work and deliverables.

#### **1.4. Required Outcomes and Critical Success Factors for the Project**

This Project will provide the following outcomes:

- Detailed analysis, characterisation and mapping of UK waste arisings to be used as the basis for the technology assessment and economic analysis within this Project.
- Assessment of the available Energy from Waste technologies for the whole energy value chain from waste input to power and/or heat output.
- Identification of combinations of technologies for development and related technology improvement opportunities.
- Clear UK benefits case for development and deployment of the identified technologies.

Critical Success Factors, which either characterise a successful Project outcome or which are required to facilitate a successful Project outcome, include the following. Any additional factors identified should be described in the Proposal.

- The Project must generate and compile sufficient data, analyse it and present it in such a manner as to enable the ETI to make decisions at the end of the Project regarding future programme scope. The Participants shall review with the ETI, at least at each relevant stage gate, whether this criterion has been met for the work to date and whether it is expected to be met by the detailed plans for forthcoming work.

#### **1.5. Anticipated Project Organisation Structure**

It is anticipated that a number of Participant organisations / entities will be required to work together in order to provide all the necessary knowledge, skills, experience and inputs to complete the Project (as detailed in Section 2.2).

These Participants may choose either:

- to form a Consortium, contracted with the ETI, governed by its own Consortium Agreement and led by a 'Lead Coordinator' to manage the Project and act as primary interface with the ETI, or
- to form sub-contracts between themselves and one of their number who shall act as 'Prime Contractor', shall form a contract with the ETI, and shall manage the Project and act as primary interface with the ETI.

Either of these contracting arrangements is acceptable to the ETI, but there must be a single organisation (Lead Coordinator or Prime Contractor) leading and acting as the primary interface with the ETI. This organisation shall appoint a Project Manager to lead and coordinate all activities of the Project Participants, and to liaise regularly with the ETI's Programme Manager to whom he/she is accountable on behalf of the Participants. This organisation shall also act as the Respondent for the purposes of this Request for Proposals.

## 2. Request for Proposals Process and Terms

### 2.1. Content and Format of Proposals

Interested organisations are requested to submit a collective Proposal through their nominated Respondent as described in Section 1.5 above. The Proposal shall be arranged according to the structure detailed in Appendix A and shall include all the information listed therein.

The Proposal must be written in a succinct manner and must not include imprecise statements, generalities or repeated information. The Proposal must be easily readable with appropriate font sizes, margins, etc, and **shall not exceed a maximum of 30 pages** (excluding the due-diligence information required under Section 12 of Appendix A).

Additional information (such as organisational brochures, etc) may be provided to accompany the Proposal if this is expected to add value (although it is not necessarily required by the ETI), but such additional information will not usually be taken into account when reviewing Proposals.

The Proposal shall consist of **three (3) complete hard copies and one (1) electronic copy**. The latter shall be provided in both PDF and Microsoft Word formats.

### 2.2. Acceptance, Review and Selection of Proposals

Proposals will be reviewed and judged primarily against the criteria listed below.

- Completeness of information content, structure and quality of Proposal (against areas listed in Appendix A)
- Compliance with specification
- Value for money
- Project Organisation including Consortium or Subcontract Participants engaged
- Knowledge, skills and experience. If the Project is to be undertaken by a group of organisations (whether as a Consortium or as Subcontractors), a table should be provided to identify which Participant(s) is/are proposed to satisfy each of the following criteria:
  - (a) Generic Criteria:
    - Availability of resources to mobilise sufficiently rapidly and for sufficient durations
    - Record and ability in quality, timely and on-budget delivery (of technology programmes) to the full satisfaction of the main stakeholders
    - Knowledge and previous experience of industries, environment, technologies, and of this type of study, etc
    - Acceptance of ETI IP terms
    - Ability and experience in collaborative working
    - For the lead organisation particularly, project management expertise
  - (b) Specific Technical Criteria:
    - Access to existing waste data at sufficient granularity
    - Nationwide access to waste samples
    - Laboratory testing facilities and capabilities to characterise the waste samples
    - Ability to review existing waste data and to process generated characterisation data to produce a UK waste map
    - Experience in Energy from Waste schemes, and diversity of waste management portfolio
    - Understanding of separation and preparation technologies including trade offs for CO<sub>2</sub>, affordability, transportation and mechanical processing, with ability to carry out both analysis and laboratory experiments
    - Capability to assess existing conversion technologies (both waste conversion and prime mover technologies), improvement opportunities (including radical new solutions) and suppliers - using both analysis and laboratory experiments
    - Ability to construct a benefits case for waste CHP systems, including assessment of trade-offs, understanding of economics, etc
- Project approach and plan, including Gantt chart, suitable stage gates, and proposed management of specific risks and issues
- Existence of any IP issues which may affect the ability to carry out the Project and exploit the results

The ETI at its discretion may request further information in order to assess a Proposal, and may reject any Proposal which does not provide sufficient information.

This RfP is not an agreement to purchase goods or services, and the ETI is not bound to enter into a Contract with any Respondent. All decisions made by the ETI relating to the acceptance, review and selection or otherwise of Proposals are final. The ETI will be under no obligation to explain or justify any such decisions at any time.

### **2.3. Estimated Time-Frames**

The following timetable outlines the anticipated schedule for the contract process. The timing and the sequence of events resulting from this Request for Proposals may vary and shall ultimately be determined by the ETI.

Event	Anticipated Date(s)
Closing Date for Responses to RfP	27 <sup>th</sup> March 2009
Preferred Bidder Identified	31 <sup>st</sup> March 2009
Project Detailing and Contract Agreement	from 1 <sup>st</sup> April 2009
Contract Approval	June 2009
Project Start	ASAP after approval
Project Duration	approx 15 months

### **2.4. Ownership of Proposals and Confidentiality of Information**

All documents, including Proposals, submitted to the ETI become the property of the ETI. They will be received and held in confidence by the ETI, subject to the ETI reserving the right to provide such documents to third parties engaged by the ETI in its assessment of them. Organisations selected by the ETI to be taken forward to the Project Detailing Stage will be required to sign non-disclosure agreements.

### **3. Specification of Project Scope of Work and Deliverables**

The Project has four main Work Packages (WPs), and the Proposal should encompass all four.

#### **3.1. Work Package 1: UK Waste Analysis**

This WP shall commence with a thorough review of the existing UK waste data;

- to assess its suitability as the basis for the deliverables described below, and
- to identify any specific gaps in the existing data which should be filled during this WP in order to enable the UK waste analysis to be completed.

The Respondent shall interface with key stakeholders and organisations holding existing data. They shall identify in their Proposal which sources of data they propose to use and how they propose to access this data.. A key acceptance criterion for the reporting of the review is that the review has been fully comprehensive, and during Project delivery Participants shall demonstrate that this criterion has been satisfied.

Any gaps or deficiencies in the existing data shall be addressed by a programme of waste sampling and laboratory analysis. Since this sampling programme cannot be fully scoped until the existing data has been analysed, for the purposes of Proposal pricing (only) the number of samples required to address any gaps with statistical significance may be estimated at approximately three thousand (3000). However, the Respondent shall comment in their Proposal on the anticipated number of samples required, and if appropriate include a corresponding item in their risk register (refer to Section 8 of Appendix A). The proposed experimental programme shall be reviewed with the ETI prior to its commencement.

During Project delivery, Participants shall demonstrate that the data used (both existing and new) is of sufficient quality and granularity to enable the Project outcomes to be achieved.

The existing data shall be used to identify waste types and zone types (e.g. urban, rural, industrial) where particular wastes dominate, and to determine how existing data and additional data to be gathered during this Project can be extrapolated across the UK. The suitability of existing waste type classifications and definitions [e.g. Waste Framework Directive 2006, Environment Protection Act 1990] for this Project shall be reviewed and any changes or additions to those definitions for this Project shall be provided.

All the above data shall be analysed to characterise and map UK waste arisings by parameters including waste types, activities generating the waste, volumes, chemical composition, energy content, temporal variation, physical properties and processing requirements (including energy).

#### **Deliverables:**

- Report including all data gathered, derived, measured, reviewed and used on this Project, with detailed analysis findings and maps of the zones and waste arisings across the UK. This shall be structured and presented such that it is suitable to be used as the basis for the technology assessment and economic analysis within this Project, and this structure shall be reviewed with the ETI early in the execution of this WP.
- The report shall be submitted in both hard copy (2 off) and PDF formats. In addition to this all data shall be provided, for possible future use, in original electronic source format, anticipated to be electronic spreadsheets or equivalent which shall wherever practicable be aligned with the formats of existing data. This format shall be reviewed with the ETI early in the execution of this WP.
- An initial report shall be submitted after no more than six (6) months.
- Seasonal sampling shall continue until a complete year's data is available and the analysis and mapping is complete. A final report shall then be submitted.
- With reference to the data included in these reports, it is envisaged that there may be some existing data which is confidential in its original form (e.g. data at a high level of granularity / detail), but which can be processed to derive data which is suitable for the outcomes of this Project and such derived data can be included in the reports (e.g. data in an aggregated form at a lower level of granularity). Any such confidential data and robust justification for such confidentiality shall be explicitly identified in the Proposal, and subject to ETI agreement the report may then include the derived data but not the full original confidential data.



### **3.2. Work Package 2: Technology Assessment**

This WP shall establish the performance of the individual Energy from Waste technologies and sub-systems, including all sub-systems from waste handling through to power conversion, on a like-for-like basis. Performance characteristics of interest include: ability to convert different waste materials as identified by WP1, output composition, process efficiency and other relevant parameters.

Any subsidiary benefits shall also be briefly identified, including any potential use of waste processing for purposes other than distributed energy (e.g. capability to produce transport fuels) or any potential use of the technology with alternate feedstock (e.g. bio-mass).

This shall be achieved by:

- Identification of technologies, components and sub-systems
- Literature survey and theoretical analysis of performance
- Experimental laboratory assessment of performance to confirm, and/or address gaps in, the literature survey and theoretical analysis as required
- Technology performance characterisation
- Identification of potential component and sub-system development opportunities which might (subject to further analysis below) improve the performance of EfW systems with respect to CO<sub>2</sub> reduction and/or to security or affordability of supply.

The proposed experimental programme shall be reviewed with the ETI prior to its commencement.

Following this analytical and experimental assessment, promising component and sub-system technologies shall be identified, and combinations of these shall be proposed for system-level assessment in WP3. The proposed technologies shall be broad-ranging and shall not be restricted to a particular technology, process type or supply chain (unless otherwise justified by the assessment).

#### **Deliverables:**

- Report (including all data and conclusions) on the literature survey, theoretical analysis, experimental assessment, technology characterisation, identification of potential component and sub-system development opportunities, and recommendations (with clear justifications) for combinations of component and sub-system technologies for system-level assessment in WP3.

### **3.3. Work Package 3: Technology Improvement Opportunities**

This Work Package shall identify system-level technology development opportunities, based on the combinations of components and sub-systems proposed in WP2.

This shall be achieved by:

- Identification of candidate system designs
- Desktop modelling and evaluation of candidate system designs to quantify performance and compare to existing state-of-the-art.
- Further component testing (again in laboratory experiments) to establish and quantify interactions and trade-offs between the component technologies to support and validate the modelling work.
- Identification of technology development opportunities (following on from the potential development opportunities identified in WP2 and the trade-off analysis in WP3) which would improve the performance of whole EfW systems with respect to CO<sub>2</sub> reduction and/or to security or affordability of supply.

Potential waste aggregation strategies shall be assessed to capitalise on these opportunities, including trade-offs for CO<sub>2</sub>, affordability, transportation and mechanical processing.

#### **Deliverables:**

- Report (including all data and conclusions) on the modelling, evaluation and testing; on the technology development opportunities at component, sub-system and system levels; and on the potential waste aggregation strategies.

### 3.4. Work Package 4: UK Benefits Case

This Work Package shall assess the potential benefits to the UK which could be derived from the further development and deployment of the identified technologies and opportunities. For each opportunity, the assessment shall include:

- Scope for potential improvements
- Materiality of the impact of such improvements on CO<sub>2</sub> emissions, affordability and security of energy supply, waste landfill reduction, etc
- Summary of any subsidiary benefits identified
- Present status of technology development, preferably measured against the NASA Technology Readiness Level (TRL) scale, and acceleration potential
- Preliminary economic analysis to show how much of the UK opportunity for Energy from Waste could be accessed.

#### **Deliverables:**

- Report detailing the UK benefits case for development and deployment of each of the identified technology opportunities.

### 3.5. Exclusions

If there are any items of scope which could reasonably be assumed from this RfP to be included but which are excluded from the Respondent's proposed scope then these shall be explicitly identified in the Proposal.

## 4. Price and Payment

This Project will be paid on a "***capped cost plus***" basis. The Project Contract will include defined deliverables, with acceptance criteria, and defined Payment Milestones by which one or more deliverables will have been completed. Payments will be made against each defined Payment Milestone according to actual costs incurred by the Participants (plus an agreed profit margin), up to the agreed maximum for each Payment Milestone, subject to ETI acceptance of the Milestone Completion Report. Unless otherwise agreed as part of a formal contract variation process, the ETI shall not be liable for any payments above the maximum stated in the Project Contract.

Further information is contained in the Summary of Terms contained in Appendix B.

An Accountant's report shall be required to support selected financial reports and invoiced amounts, dependent upon the total contract value to be paid to each Participant. Details of these requirements will be agreed during the Project Detailing phase.

## 5. Terms and Conditions for Project Contract

During the Project Detailing phase, a Project Contract will be drawn up by the ETI based on its standard contracts for such work and incorporating appropriate information from the ETI's RfP and the Respondent's Proposal. Full terms and conditions will be agreed at that time, but a Summary of Terms is included in Appendix B.

If the Project is to be undertaken by a Consortium, then the Consortium members will be required to execute a Consortium Agreement between themselves prior to signature of the Project Contract with the ETI. The ETI may request a copy this Agreement for review / approval, and a Model Consortium Agreement is available from the ETI.

## Appendix A – Content and Format of Proposals

The Proposal shall be arranged according to the structure defined below and shall explicitly include all the information listed.

### 1. Executive Summary *[maximum 1 page]*

A summary of the Proposal, describing briefly:

- The organisation / Consortium undertaking the work
- Summary of the technical approach and **key** deliverables
- Confirmation of compliance with the Specification detailed in the Request for Proposals and/or brief summary of **key** exceptions/deviations
- Total Project cost and duration.

### 2. Project Objectives *[typically ≤ ½ page]*

The overall Project objectives will be as specified in the Request for Proposals. The Respondent may provide subsidiary objectives if they think this is appropriate. The Respondent should also describe any Critical Success Factors which either characterise a successful Project outcome or which are required to facilitate a successful Project outcome.

### 3. Background to Proposed Participants

The Respondent should provide a brief description of each of the proposed Participant organisations, including any major Subcontractors, *[maximum 1 page per Participant]*, including:

- Key skills, knowledge, experience and previous track record in the area (technical, commercial and project management, including any UK-specific issues such as technology applicability to UK systems, UK industry practice, UK market/industry knowledge, etc)
- Key staff members involved (including a designated Project Manager), with the amount of each individual's time which will be dedicated to the Project, and detailing their experience – with CVs included in an Appendix (maximum 2 pages per individual)
- Alternate resources available to be deployed in the event that the above key members become unavailable
- Relevant quality, health, safety and environment management systems.

If the Project is to be undertaken by a group of organisations (whether as a Consortium or as Subcontractors), a table *[typically ½ page]* should also be provided to identify which Participant(s) is/are proposed to satisfy each of the specific criteria (skills, experience, etc) listed in the 'Criteria for Review and Selection of Proposals' section of the Request for Proposals.

Also if the Project is to be undertaken by a group of organisations (whether as a Consortium or as Subcontractors), evidence of previous collaborative working (or subcontract management as appropriate) should be provided, both within and outside the Participant group *[typically ½ page]*.

### 4. Project Organisation *[typically 2 pages]*

The Respondent should provide Project organisational, governance and control structures and processes (particularly for Consortia).

The Respondent should indicate in the structure each Participant (including the ETI) and the position of the key individuals identified in Section 3 (including the Respondent's Project Manager).

The Respondent should identify in their Proposal any foreseen issues or difficulties in respect of the details of such an Agreement or of the process of executing one.

### 5. Programme of Work *[typically 5 – 10 pages]*

The Respondent should provide a summary of the overall approach to delivery of the Project, and a Task-by-Task breakdown of the proposed work, identifying for each Task:

- the Task leader
- other Participants involved
- key dependencies

- the technical approach (including use of any specific methodologies, techniques or tools)
- Task objectives
- deliverables, including for each deliverable a specification (e.g. quality, appearance, scope, function and purpose as appropriate) and proposed Acceptance Criteria

The Respondent should be specific about the activities within the Task, e.g. including test/simulation matrices or stating a number of tests/simulations.

Any issues or assumptions in defining the programme or schedule (e.g. inputs required from the ETI or other projects) should be explicitly stated.

A specific project management Task (or Tasks) should be identified describing all the activities in this area (e.g. regular meetings, reporting, Stage Gates etc). **Note that throughout Project delivery the ETI will require reports of monthly progress with supporting financial data, reports to substantiate completion of each milestone, etc.**

If appropriate, a work flow diagram should be provided to illustrate the relationships between Tasks.

Any relevant activities related to but not included within this Project, and the relationships with these activities, should also be described.

## **6. Deliverables & Payment Milestones [typically 1 page]**

Following the detailed specifications of each deliverable in the previous section, a summary table should be provided here listing all the Project Payment Milestones (i.e. key points in the Project where one or more Deliverables will have been provided and payment is requested from the ETI), and their constituent deliverables, with due dates for each deliverable and Payment Milestone.

Refer also to Section 11.

## **7. Project Schedule [typically 1 page]**

The Respondent should provide a time schedule for the Project (e.g. in the form of a Gantt chart) showing the main Work Packages, Project stages and main Tasks within each Work Package and stage. This should clearly identify:

- Task durations and dependencies (including any inputs required from the ETI or other parties and any other external dependencies)
- Project Deliverables
- Payment Milestones and other relevant milestones
- Project Stage Gates, if appropriate (i.e. major review point(s) in the Project).

## **8. Risk and Health, Safety & Environment (HSE) Management [typically 3 pages]**

The Respondent should describe the proposed Risk Management Strategy (i.e. how risks to the successful delivery of the Project will be identified and managed throughout the Project). They should also provide a Risk Register, identifying the key challenges, risks (including any assumptions or dependencies identified earlier), issues and opportunities which may affect the successful delivery of the Project outcomes and identifying planned activities to address / mitigate each item.

Further to the summaries of each Participant's HSE management systems provided in Section 3 of the Proposal, the Respondent should provide here a register summarising the main anticipated HSE issues potentially affecting the Project and proposed strategies to address / mitigate each item.

## **9. Statement of Compliance [typically 1 page or less]**

The Respondent shall provide a statement that the Proposal is fully compliant with the Specification and all other aspects of the Request for Proposals, or shall state clearly any exceptions, deviations, alternative approaches or additions to the required Specification, with justification. **Note that in the absence of any specifically-stated deviation in this section of the Proposal, in the case of any subsequent dispute, the ETI's specification will take precedence over the Proposal.** Additional comments and clarifications should also be listed where appropriate (for example to clarify interpretation of requirements), but these must be differentiated from any deviations / exceptions above.

**10. Intellectual Property (IP) [typically 1 – 2 pages]**

Any Project commissioned by the ETI will be subject to the appropriate ETI terms and conditions, (a summary of which is included in Appendix B), which state that all Arising IP will belong to the ETI. (Any necessary licensing from the ETI to the Participants may be discussed if appropriate). The Respondent should provide a brief overview of the nature of any anticipated IP Arising from the Project.

The Respondent should describe any Background IP (e.g. patents, proprietary data, computer algorithms, knowhow or other IP):

- which is needed to carry out the Project or which may be used during the Project; or
- which may be needed by the ETI to exploit the Arising IP.

The description of any such Background IP should detail:

- the nature of the IP,
- rights to that IP, and
- ownership and control, whether this is by any of the Project Participants or by any third parties.

**11. Project Payment [typically 1 – 2 pages]**

(a) The Respondent should provide:

- a figure for the **maximum (capped) total contract value**, and
- a **breakdown** between Tasks and (for consortia or other Participant groups) **between Participants against each Task**.

If there are any assumptions or limitations to this price, these should be clearly stated.

(b) The Respondent should also provide a **breakdown of the total contract value (only) by category**, as specified in the Table below.

	Participant 1 (Lead Coordinator or Prime Contractor)	Participant 2	Participant 3	Participant 4	Participant 5	Total
Number of Person-days						
Base Labour						
Materials						
Capital						
Subcontractors						
Travel & Subsistence						
Overheads						
Other						
Profit						
<b>TOTALS</b>						
Profit Margin, %						

Notes on Category Breakdown table:

1. Base Labour should include direct add-ons (eg NI, pension etc)
2. Capital costs should be based on depreciation during the Project x % usage on Project
3. Participants will be required to provide justification of overhead calculations during the Project detailing stage. ETI can provide a spreadsheet to calculate overheads on request
4. Participants are required to declare their profit margins
5. Academic Participants should determine their costs using the JeS system. Note that ETI funds Academic Participants at 100% Full Economic Cost.

**Please note that during Project Detailing (prior to contract signature) the ETI will require more detailed cost breakdowns, including a schedule of payments against the Payment Milestones identified in Section 5 above.**

**12. Due Diligence Information *[this is excluded from the page limit]***

- A. ALL Participants shall confirm that there are no potential, threatened, pending or outstanding recovery orders by the European Commission in respect of any funding received by any Participant.
- B. All Participants (except ETI Members, universities / higher education institutions and UK/EU government laboratories / agencies) which provide more than 20% of the resources for the Project or which provide an input which is critical to the Project's success, shall provide Due Diligence Information to the ETI according to the table overleaf.

<b>Details of organisation</b>
Full name:
Registered Office:
Type of Business (sole trader, limited company, partnership etc):
Names of directors/partners/owner:
VAT number:
<b>Details of directors, partners or associates</b>
Have any directors, partners or associates of the organisation been involved in any organisation which has been liquidated or gone into receivership? (Yes/No)
Have any directors, partners or associates of the organisation been convicted of a criminal offence relevant to the business or profession? (Yes/No)
Please give (and attach if necessary) full details if you have answered 'Yes' to either of the two previous questions.
<b>Audited Financial Accounts</b>
Please supply Audited Financial Accounts for the last 3 years for the organisation, or relevant part thereof.
<b>Claims or litigation</b>
Please provide (and attach if necessary) details of any claims or litigation against the organisation, outstanding and/or anticipated.
<b>Insurance</b>
Please confirm that you have insurance cover for the following risks, and confirm levels of cover and expiry for each. ETI will require evidence of these during the Project Detailing phase.
<ul style="list-style-type: none"> <li>• Property damage</li> <li>• Business interruption</li> <li>• Employer's liability</li> <li>• Public liability</li> <li>• Product liability (or justify its exclusion if not appropriate)</li> <li>• Professional Indemnity</li> </ul>

## **Appendix B – Summary of Terms and Conditions for Project Contract**

### **Introduction**

The following represents a summary of the key contractual terms which the ETI would expect to be included in the Project Contract for a project under which the ETI owns all arising IP. This summary assumes that any projects will be carried out by a multi-party consortium with one of the consortium members acting as a lead co-ordinator.

### **Structure**

1. The project participants shall be represented in dealings with the ETI by a lead co-ordinator, who shall, in the majority of instances, be the intermediary for any communication between the ETI and the project participants. This role includes providing notices of meetings and other activities to the ETI, reviewing and commenting on project reports (as required under the project) and administering payment of invoices for all project participants.

### **Project Management**

2. The project participants will be required to appoint a project manager for the day-to-day management of the project. The ETI will appoint a programme manager to act on behalf of the ETI with regards to the project.
3. The project participants shall form a steering committee to make decisions on day-to-day matters (excluding decisions affecting the overall scope, structure and timing of the project). The frequency of meetings of the steering committee will be agreed. The ETI and its members shall be entitled to attend any meetings of the steering committee.
4. The project participants must fulfil various reporting obligations. The requirements for reports will depend upon the nature of the project, the deliverables under it and the duration of the project but are likely to include monthly reports, milestone reports, annual reports and a final report. Each report must address a specified list of topics required by the ETI.
5. The ETI will require the right to carry out a stage gate review on completion of a “stage” (or at least once a year) in order to assess whether the project continues to deliver against ETI outcomes and also in order to carry out a validation exercise against the business case. The ETI may carry out stage gate reviews more frequently if the project is in jeopardy. The need for stage gate reviews and the definition of a stage will depend upon the nature of the project.

### **Finance**

6. ETI will pay against milestones and only in respect of actual costs incurred (or at pre agreed profit margin, if appropriate) for the work done under the project. Only eligible costs will be payable. Ineligible costs include interest charges, bad debts, advertising costs and legal costs incurred in finalising contracts and carrying on the project. Acceptance of milestones will be determined by the ETI, where appropriate, against agreed acceptance criteria. Any increase in costs in carrying out the project over and above the agreed contractual amounts will only be payable by the ETI when such charges are agreed in accordance with the contractual variation control procedure.
7. Costs are payable in Sterling and ETI will pay valid invoices within 30 days of receipt of invoice following acceptance of a milestone. An accountant's report will be required to support selected financial reports and invoices, in accordance with a standard ETI matrix.
8. The ETI reserves the right to require the return of funding in certain circumstances (such as in the event of corruption or fraud, overpayment, costs incurred in respect of unapproved project changes and failure to comply with State Aid obligations).



## **Confidentiality**

9. Restrictions on disclosure of any other party's confidential information will apply. Any publication of results (if appropriate) will be subject to the confidentiality provisions in the agreement.

## **Audits and Records**

10. ETI will require the right to audit the project and project participants during the project and, in certain circumstances, up to 7 years from the end of the project on financial or technical grounds.
11. The parties will be required to maintain the majority of project records for a minimum of 10 years from the project end date and for potentially more than 20 years where the records relate to registered intellectual property rights.

## **Sub-contracting**

12. Sub-contracting is not permitted without consent. However, details of known subcontractors (and therefore the requisite consent) can be given in the agreement at signing.

## **Variation**

13. Any variations to the project must be made via the variation control procedure.

## **Liability**

14. The liability provisions relating to project participants will be tailored on a case-by-case basis but are likely to be several and capped at (or at a multiple of) the amounts payable or received under the project (except in the case of IP infringement claims, certain third party claims or other liabilities which cannot be limited or excluded by law. For these claims, no cap will apply). Recovery of indirect, consequential etc. damages will usually be excluded.

## **Withdrawal**

15. Withdrawal from the project is only possible with the unanimous consent of all other contracting parties. Withdrawing participants cannot recover outstanding costs, unless otherwise agreed.

## **Termination and Suspension**

16. The ETI reserves the right to terminate the agreement in certain circumstances (such as breach by a participant, withdrawal of a participant, insolvency, change of control of a participant etc.). The ETI also reserves the right to terminate the agreement unilaterally upon giving a (to be agreed) period of notice to the project participants. Upon termination, the ETI will pay the eligible costs incurred by the project participants up to the date of termination.
17. The ETI will reserve the right to suspend the project in certain defined circumstances.

## **Intellectual Property**

18. All arising IP from the project will be owned by the ETI. The project participants will, to the extent required, be required to assign all relevant arising IP to the ETI.
19. The project participants will be required to licence their background IP: (i) to the other project participants on a royalty free basis where required for the purposes of the project; (ii) to the ETI or sub-licensees of the ETI, where required for the use or exploitation of the arising IP.