



Programme Area: Nuclear

Project: SMR Deployment Enablers

Title: Request for proposals

Context:

The purpose of the SMR Deployment Enablers project was to identify the activities needed to take place in the first five years of a development plan for UK SMRs and the necessary capability of the SMR utility/developer organisation during this phase. Selection processes are out of scope so the starting assumption for the project is that both the SMR utility/developer and reactor vendor have already been identified.

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Title of Services for which Proposals are Requested

Low Carbon Electricity Generation Technologies

Enabling Activities For The UK Deployment Of Small Modular Reactors

ETI's SMR Deployment Enablers (SDE) Project

Request Issue Date

12th November 2015

Deadline for Notification of Intention to Submit a Proposal

27th November 2015

Notification By ETI Of Organisations Invited to Submit a Proposal

4th December 2015

Closing Date

Proposals must be received from invited organisations before 12:00 noon on the 5th January 2016

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SUMMARY OF KEY PROJECT INFORMATION

In October 2015 the ETI released its Nuclear Insights report which identified the potential for both large nuclear reactors and Small Modular Reactors (SMRs) to be deployed in the UK as part of the transition towards an affordable low carbon energy system. The policy, approach, and enabling activities leading to the potential construction and operation of Giga Watt scale nuclear reactors are now well established following 10 years of enabling activities by Industry and Government. The equivalent are not yet in place for SMRs although work is underway for Government to inform options for policy development through its current SMR Techno Economic Appraisal.

The purpose of this Project is to determine in support of potential SMR deployment in the UK:

- the activities comprising the first five years of a development programme for the UK deployment of a Small Modular Reactor
- a timeline with milestones to accompany this programme definition
- the necessary capability of the SMR utility/developer organisation during this phase of a UK SMR development programme

This Project excludes consideration of technology selection, cost estimation or the identification of funding to support such a programme. A glossary of terms used in this RfP is provided at Appendix D.

Project - Financing	Anticipated Value
ETI Investment	Full cost of the Project (to be proposed by the Respondent in its Proposal).

Request for Proposal and Selection	Dates
Issue of RfP	12th November 2015
Deadline for (i) notifying the ETI of an intention to submit a Proposal (Appendix B); (ii) return of a signed Non-Disclosure Agreement (Appendix C); and (iii) provision of requested CVs. (See Section 5.1.1)	27th November 2015
ETI notification of organisations invited to submit Proposals	4th December 2015
Closing date for submission of Proposals by Respondents invited to do so	5th January 2016 (12.00 noon)
Preferred Respondent(s) notified (on or before)	15th January 2016 (Anticipated Date)

Timescales	Anticipated Dates
Project Contract execution target date	29th January 2015
Project start target date	1st February 2016
Project finish target date (presentation to ETI)	15th July 2016

Respondents shall be wholly responsible for the costs they incur in the preparation and submission of their Proposals (and/or any other documentation) in response to the RfP. The ETI shall not be responsible for, and shall not pay, any costs and expenses which may be incurred by Respondents in connection with participation in the Project Commissioning Process, including any costs or expenses incurred up to and including the execution of the Project Contract.

Please note that ETI intends to use "Notifications of Intention to Submit a Proposal" (together with CVs supplied with such notifications) which are received by 27th November to select and invite up to 5 Respondents to submit full Proposals by noon 5th January 2016.

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1. ETI INTRODUCTION

1.1. Introduction to the Energy Technologies Institute

The Energy Technologies Institute (ETI) is a public-private partnership between global energy and engineering companies – BP, Caterpillar, EDF, Rolls-Royce and Shell – and the UK Government.

The ETI's role is to bring together and invest in engineering projects that accelerate the development, demonstration and eventual commercial deployment of a focussed portfolio of affordable, secure and sustainable energy technologies that helps the UK address its long term emissions reductions targets as well as delivering nearer term benefits.

The ETI is not a grant-giving body. The ETI is a commercial organisation and makes targeted commercial investments in technology projects, which can involve the ETI funding entire projects or working with third parties to co-fund project activity.

Further information can be found on our web-site at www.eti.co.uk.

1.2. ETI Approach to Health, Safety and Environment (HSE)

The health and safety of those who may be affected by ETI projects and the protection of the environment that may be impacted by ETI projects are of paramount importance to the ETI and the ETI Members. The ETI therefore expects those who receive ETI funding to demonstrate a commitment to delivering excellence in health, safety and environmental management as well as demonstrating that all applicable legal requirements are met.

The ETI requires certain HSE-related information as part of a Proposal. See Section 4.7 and Appendix A (Section 5.4) of this RfP.

2. THE PROJECT

2.1. Background to SMR Deployment Enablers Project

The ETI has considered a wide range of low carbon technologies and where appropriate identified opportunities, barriers and enabling activities to bring forward their development in a UK market. The ETI has recently released its Nuclear Insights (an insights report by the Energy Technologies Institute titled “Nuclear – the role for nuclear with a low carbon energy system” and published on the ETI’s website from 7th October 2015)¹, which identifies that SMRs could form part of an affordable transition to a low carbon economy, alongside large nuclear power stations, renewables, and thermal power stations with Carbon Capture and Storage (CCS). A high level and indicative timeline for SMRs is included within the Nuclear Insights, which is informed by the ETI’s Alternative Nuclear Technologies Project.

2.2. Project Purpose

The purpose of this SMR Deployment Enablers Project is to determine in support of potential SMR deployment in the UK:

- the activities comprising the first five years of a development programme for the UK deployment of a Small Modular Reactor
- a timeline with milestones to accompany this programme definition
- the necessary capability of the SMR utility/developer organisation during this phase of a UK SMR development programme

2.3. Project Structure

The ETI anticipates that this Project will be commissioned and delivered in a single phase with sequenced outputs and deliverables through the course of the Project execution.

The Project is intended to incorporate ETI knowledge and scenarios for SMR deployment acquired through previous ETI projects. These inputs are identified and listed in this RfP; they are all available from the ETI website except the full report for the Alternative Nuclear Technologies Project which will be made available to the preferred Respondent after selection to progress to the Project Detailing and Contract Finalisation Stage (Section 5.2).

2.4. Qualification of Respondents for the SMR Deployment Enablers Project

This procurement is for programme management services in relation to the planning for nuclear power station project development. There is no scope related to field work, manufacturing, trials, or the operation of prototype technology.

The ETI considers that the key experience necessary to deliver this Project includes;

- knowledge gained from development programmes since 2007 associated with the deployment of UK new nuclear power stations;
- knowledge of the inter-related activities between utility-developer and reactor vendor, and their interfaces with other organisations involved in such a development programme
- proven programme management capability through the systematic definition of project activity by scope, associated assumptions and exclusions, risks and project schedule.

The qualification and selection requirements are detailed at sections 5.1.1 to 5.1.4.

¹ <http://www.eti.co.uk/the-role-for-nuclear-within-a-low-carbon-energy-system/>

2.5. Project Team – Critical Roles

The ETI routinely places great emphasis, in particular, on two critical roles in the delivery of its projects – the Project Manager and the Chief Technologist – who together lead the relevant project on behalf of the project participant organisation(s). However this Project is for programme development and so the role of Chief Technologist is replaced by the role of the SMR Programme Design Manager (SPDM).

In this Project, a Respondent's proposed Project Team is expected to include, but not be limited to, individuals with the qualifications, experience and capability to perform the following roles on behalf of the preferred Respondent/Participant:

- Project Manager (or alternatively Project Co-ordinator reporting to the SPDM):
 - resource and activity co-ordination within the Project;
 - risk management and co-ordination within the Project;
 - Project delivery to the requirements of the relevant Project Contract(s); and
 - Project progress reporting;
- SMR Programme Design Manager (SPDM):
 - leading the delivery of the Project and the Project team;
 - technical review and acceptance of Project related work; and
 - review and approval of Project deliverables;
- other specialists as required with the collective breadth of experience necessary to deliver this Project.

Respondents are required with their Notifications of Intent to Submit a Proposal (see Section 5.1.1) to nominate up to five individuals (by submission of a CV for each individual nominated (see Section 5.1.1) to undertake some or all of the roles described above. The ETI consider the qualifications, knowledge and relevant experience of such individuals as critical to the success of the Project, and will inform the ETI's decision regarding the organisations selected and invited to submit a Proposal.

Success in delivering this Project will be strongly influenced by accessing knowledge and experience gained by individuals supporting UK new nuclear power programmes since 2007. Proposals are welcomed from organisations large and small and a Respondent's proposed Project Team can include associates and/or independent consultants. However the ETI will only contract with a single lead organisation, and members of a Respondent's proposed Project Team who are not employees of the single lead organisation would be engaged through appropriate sub-contract to this single lead organisation.

Additionally, Respondents are expected to provide the necessary, and appropriately authorised, commercial and legal resources to negotiate the Project Contract within the ETI's required timescales (see Section 5.2 and 5.3) and to manage any issues that may arise during the performance of the Project.

3. SMR DEPLOYMENT ENABLERS PROJECT

3.1. Project Introduction

New nuclear power is assumed to play a role in reducing the UK's carbon emissions with potential for expansion from an initial 16 GW at 2030 up to 40 GW or potentially 75 GW by 2050 for some scenarios.

In September 2015, the ETI completed two new projects to further inform the constraints and opportunities associated with nuclear power as part of the transition towards a UK low carbon energy system:

- The Power Plant Siting Study which applied the established siting criteria for new nuclear power stations to determine siting capacity constraints for Giga Watt scale reactors as well as small modular reactors. This project also considered a wide range of sensitivity studies. The summary report from this project is available from the ETI's website together with its assessment via Independent Peer Review²;
- Project for System Requirements For Alternative Nuclear Technologies. This project determined from an energy system perspective what would be required in terms of development characteristics, timescales, operational performance and cost envelope for SMRs to be an attractive technology. Independent of inputs from SMR technology vendors, the project also developed some initial characteristics for outputs, build out rates and costs to enable SMRs to be considered as a generic technology with the ETI's energy modelling system. The summary report from this project is available from the ETI's website together with its assessment via three separate but overlapping Independent Peer Reviews³.

The results from these two projects were then applied within the ETI's whole energy system modelling tool, ESME, and a range of sensitivity analyses undertaken to better understand how both Giga Watt scale and Small Modular Reactors (SMRs) might be deployed in the transition to a UK low carbon energy system. The modelling and the results from the sensitivity studies are available from the ETI's website⁴.

The knowledge and insights gained from these projects and the ESME modelling work were summarised within the ETI's Nuclear Insights which is available from the ETI's website⁵. The conclusions from this document are as follows:

- a range of analyses by ETI and others suggest that new nuclear power, along with renewables and conventional coal and gas power stations fitted with carbon capture and storage (CCS), are likely to be key in delivering low carbon energy in future in the UK;
- large nuclear reactors (typically 2-3 GWe per power station) are best suited for continuous electricity production; the amount ultimately deployed in the UK by 2050 will reflect a range of factors, including the availability of suitable sites. New ETI analysis concludes that the upper bounding limit for these large nuclear power stations in England and Wales (to 2050) is around 35 GWe based on the availability of sites. Other factors, including financing, rollout profile and cost trends during construction, may combine to constrain eventual deployment to less than 35 GWe.
- ETI analysis has also shown that a fleet of Small Modular Reactors (SMRs), typically of the order 50-300 MWe per unit and deployed as multiples where required, could complement large nuclear plants within a future low carbon UK. SMRs could deliver a combination of heat and electricity generation (Combined Heat and Power - CHP) at appropriate locations. Low carbon heat from SMRs could make a major contribution to the decarbonisation of energy use in buildings, particularly within cities where other solutions such as electric heat pumps may prove

² <http://www.eti.co.uk/wp-content/uploads/2015/10/PPSS-Summary-Report-with-Peer-Review.pdf>

³ <http://www.eti.co.uk/wp-content/uploads/2015/10/ANT-Summary-Report-with-Peer-Review.pdf>

⁴ <http://www.eti.co.uk/wp-content/uploads/2015/10/2015-10-06-ESME-Nuclear-Sensitivity-Studies-FINAL.pdf>

⁵ <http://www.eti.co.uk/the-role-for-nuclear-within-a-low-carbon-energy-system/>

to be less cost effective, as identified in ETI's insight report on decarbonising heat for UK homes;

- given their scale, SMRs offer greater flexibility to site and deploy compared with large reactors, creating the potential to deliver heat into cities via hot water pipelines with a length of up to 30 km. Within England & Wales, around 60 GWe of SMR site capacity has been identified as being theoretically feasible. ETI's energy system modelling suggests that between 5 and 20 GWe of CHP SMRs in England and Wales could be competitive. Considerable uncertainties remain around SMR costs, their cost reduction potential and first deployment dates;
- in addition, if large reactors are providing baseload electricity, SMRs will be required to deliver power flexibly, following a daily power profile when necessary to aid balancing the grid when power supply exceeds demand. This will also be required within a system which includes a significant capacity of intermittent renewables;
- the next 10 years will be critical in developing the deployment-readiness of key technology options for the UK's low carbon transition to 2050. New nuclear plants can form a major part of an affordable transition, with both large nuclear and SMRs potentially playing a role. New large scale reactor designs are already being deployed outside the UK and are suitable for deployment in the UK. But action needs to be taken now if the option to deploy SMRs as part of the UK's low carbon transition is not to be closed off. Progressing critical enabling actions now, in particular SMR entry into the UK Generic Design Assessment process, will retain the option of deploying flexible SMR technology and offer the greatest potential benefits for the UK low carbon transition;
- optimising deployment of both large scale and SMR nuclear power is also likely to require a strategic approach to siting and the associated phases of public consultation. Optimised deployment is likely to include brownfield and greenfield sites in addition to existing nuclear power locations;

The costs for Giga Watt scale reactor deployment will continue to be refined as Contracts for Difference are negotiated for the potential new nuclear power stations at Wylfa and Moorside developed by Horizon and NuGen respectively. The costs and deployment timescales for SMRs will also continue to be developed and explored through the UK Government's SMR Techno Economic Appraisal due to report in Spring 2016⁶.

For the context of this proposed SMR Deployment Enablers project, the penultimate ETI nuclear insight conclusion above states the need to take action now if the option to deploy SMRs as part of the UK's low carbon transition is not to be closed off. Progressing critical enabling actions now, in particular SMR entry into the UK Generic Design Assessment process, will retain the option of deploying flexible SMR technology and offer the greatest potential benefits for the UK low carbon transition. It is this context which supports the Project Objectives described in Section 3.3 below and with the expectation that progress would be led by a combination of a UK SMR utility-developer and an SMR reactor vendor as represented in Figure 1 below.

⁶ <http://www.parliament.uk/business/publications/written-questions-answers-statements/written-question/Commons/2015-10-22/13010/>

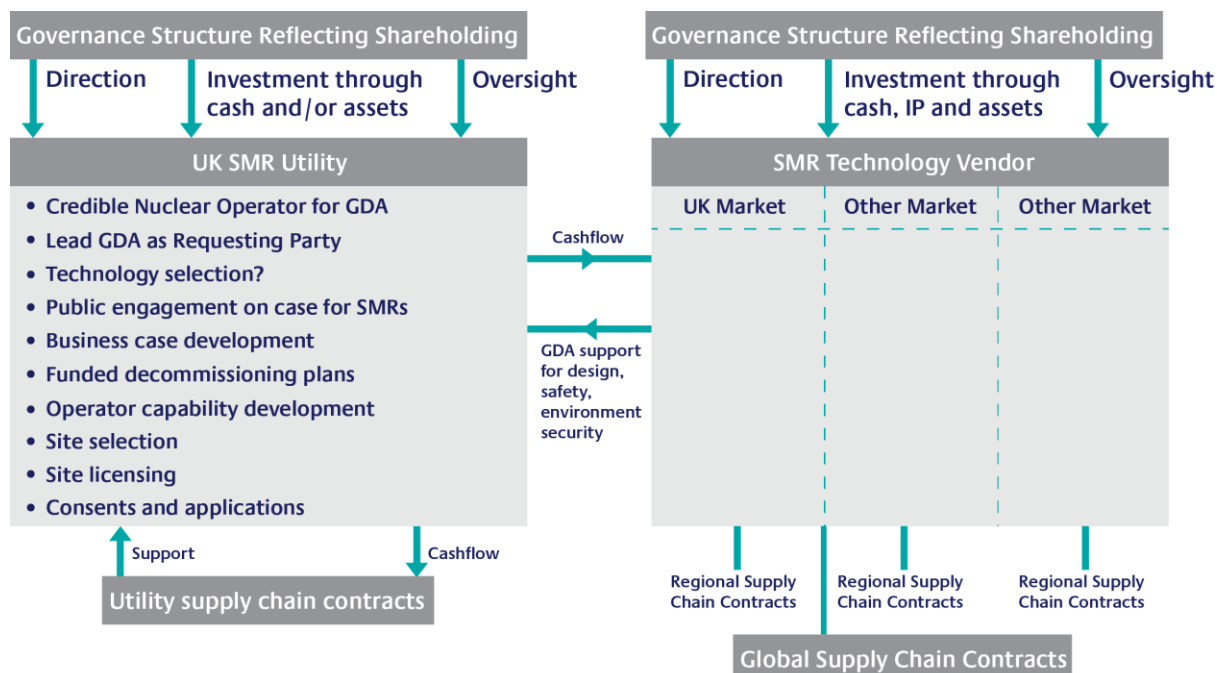


Figure 1 – UK FOAK SMR Deployment Led By An SMR Utility And An SMR Technology Vendor

3.2. Project Timeline

The ETI's target date for execution of the Project Contract (see Section 5.2) is 29th January 2016, with final deliverables (see Section 3.4) due by early July 2016 (see Section 5.3).

3.3. Project Objectives

To meet the Purpose of the Project described at section 2.2, there are 5 project objectives defined below:

- develop at a programme summary level the total scope and schedule for the first five years of a development programme to deploy a First Of A Kind (FOAK) SMR in the UK;
- identify the corporate structural features for such a utility operator/developer organisation noting:
 - UK regulatory requirements for design, construction and operation of nuclear power stations; and
 - the potential for the long term transition from a financially supported “start-up” organisation, to a maturing and private sector financed organisation;
- develop a description of the internal organisational capabilities required within the utility operator/developer organisation necessary to lead a range of activities including UK GDA regulatory engagement, and how these capabilities will change and expand each year during this first 5 years of the development programme;
- To deliver the scope in a logical sequence of Project deliverables so that the ETI's understanding of the SMR development programme progressively increases from the start of the Project. There is significant value in the early Project deliverables provided in advance of the Project Final Report;
- capture the contract deliverables in a complete Project Final Report and Project Summary Report, and for a final presentation to be delivered to the ETI, the ETI Members, and selected stakeholders invited by the ETI.

The following are not objectives for this project, and associated scope is excluded from this Project:

- cost estimates for the delivery of the potential programme;
- any form of candidate technology evaluation or selection;
- any form of candidate utility organisation evaluation or selection;
- the production of an SMR investment business case (other than the identification of scope necessary to maintain and update it);
- the consideration of the range of potential source(s) of funding for either vendor or utility other than the cashflow between them.

3.4. Schedule of Deliverables

The Project Outputs will include a collection of deliverables which together address the Project Objectives and which satisfy the requirements identified in this Request for Proposals. The timing of the following deliverables is measured from the date of execution of the Project Contract:

Month 1

- A document describing the full range of programme activities that must be undertaken defined through a high level Work Breakdown Structure (WBS) and a paragraph of text describing each element of scope at each level of the WBS.

Month 2

- A document providing an integrated programme schedule associated with the WBS and a list of key milestones. This to be accompanied by an updated document from month 1 with a page of description for each element of scope at each level of the WBS.

Month 3

- A document identifying the corporate structural features of a UK SMR developer/operator organisation consistent with UK regulations for the development of new nuclear power stations. To be accompanied by a note of WBS and schedule updates to be implemented and as a result of completing this deliverable.
- A description of the internal organisational capabilities required by the UK SMR developer/operator organisation with a supporting statement of why these capabilities are better delivered within the organisation rather than being procured from a supply chain. To be accompanied by a note of WBS and schedule updates to be implemented and as a result of completing this deliverable.

Month 4

- A final version of the WBS, scope description, and integrated programme schedule.

Month 5

- Project Final Report and Summary Report.
- Presentation for ETI, with a location of either ETI's offices in Loughborough or at a location in central London to be provided by ETI.

In addition, the following will be required:

- A weekly progress update by telephone of up to 30 minutes between the ETI and the Project Manager or Project Co-ordinator. The interval between these updates may be extended to fortnightly at the discretion of the ETI project manager.
- Submission of a fortnightly Project Progress Report of around 4 pages, including:

- progress since previous report;
- progress planned by end of next period;
- Project completion to date (%);
- opportunities, risks and mitigation; and
- schedule adherence for the Project critical path and forecast date of Project completion.

3.5. Project Scope of Work

The following sections describe the required Project scope of work.

3.5.1. Project Management

This is the continuous task commencing before Project mobilisation and continuing until Project completion, settlement of the final invoice and contract closure.

3.5.2. Project Mobilisation

This includes the Project kick off meeting, discussion regarding assumptions necessary to deliver the Project, a discussion of expectations for the Project deliverables, and a review and discussion of the Project schedule.

3.5.3. Assimilate Initial Inputs

This includes the identification of all sources necessary to complete the Project including literature review, ETI provided documentation and the identification of personal knowledge to be accessed from amongst the Project Team. This will also include the derivation of two assumption sets, both of which should be maintained and updated during the Project and included in the Project Final Report:

- Assumption Set 1 – assumptions provided by the ETI or from existing ETI documents.
- Assumption Set 2 – assumptions created to bound and complete the Project and for agreement with the ETI.

3.5.4. Build The WBS

This includes the build of the Work Breakdown Structure with an initial focus on the breadth and completeness of the programme, and then development of a sufficient number of levels consistent with the importance or significance of each element of scope, but balanced against the level of detail necessary or achievable within the project duration and budget. At this stage each element of scope will be accompanied by two or three sentences describing the scope. Due consideration should be given to the range of organisations involved and which will/may have interfaces with the vendor and utility combination shown in Figure 1. The organisations may include but not be limited to:

- UK SMR developer/operator.
- Reactor vendor.
- UK Regulators.
- Bodies representing UK Government in a range of functions.
- Stakeholder communities.

The start point should reflect the assumption that organisations have been identified both for the Reactor Vendor and the UK SMR Utility, and that the five year schedule commences from this point. It is expected that at the end of the 5 year schedule, GDA would be substantially complete with potential for first operation of a FOAK UK SMR within a further 5 to 7 years.

3.5.5. Programme Scope Description

With a complete WBS in place the scope description is to be expanded in a common tabular format with a page for each element of scope. This table is to include but not be limited to identification of the:

- unique scope reference number within the WBS;
- organisation responsible for delivery of the scope;
- description of inputs, activities and outputs;
- necessary dependencies, exclusions or assumptions; and
- any key risks associated with this scope element and approaches to risk avoidance, mitigation or transfer.

3.5.6. Development Of The Integrated Schedule

This may best be implemented with a proprietary software system so that scope durations can be modelled incorporating logic links, dependencies and hand-offs. The results should be extractable from the proprietary software for inclusion or presentation in a document including the identification of the critical path, activity start dates and durations, and major milestones to be delivered by each organisation.

3.5.7. Development Of Corporate Structural Features Of A UK SMR Developer/Operator Organisation

A document identifying the corporate structural features of a UK SMR developer/operator organisation consistent with UK regulations for the development of new nuclear power stations. To be accompanied by a note of WBS and schedule updates to be implemented later within the Project and identified as a result of completing this deliverable.

3.5.8. Description Of Internal Organisational Capabilities Of A UK SMR Developer/Operator Organisation

A document describing the internal organisational capabilities required by the UK SMR developer/operator organisation with a supporting statement for each capability of why this is better delivered within the organisation rather than being procured from a supply chain.

A sequence of internal organisational structures should be identified with one for each of the first five years reflecting the growth in organisational capability and strength as the programme progresses. These organisational structure should be limited to the 3 levels of:

- First Level - Executive Team.
- Second Level - Direct Reports to the Executive Team.
- Third Level - Indicative resource groupings (number of full time equivalents) reporting to these Direct Reports.

It is recognised that a range of options is available at this level of organisational design. A full consideration of the options is not necessary, but the Project deliverable document should include the assumptions used when undertaking this task, and these should be subsequently recorded in Assumption Set 2.

This Project deliverable to be accompanied by a note of WBS and schedule updates to be implemented later within the Project and identified as a result of completing this Project deliverable.

3.5.9. Final Reports

The structure of the Project Final Report is to be forwarded to the ETI for agreement. The Project Final Report is to assemble and integrate each of the deliverables provided earlier during project delivery, with the addition of a summary, conclusions and recommendations. It is to be provided electronically in word and pdf format with no requirement for additional hard copies. The report is to be issued in draft format for one round of ETI comments returned within 10 days.

The Project Final Report is to be accompanied by a Project Summary Report which has a similar structure and scope to the Project Final Report but with an abbreviated level of detail. The Project Summary Report is to be provided electronically in word and pdf format with no requirement for additional hard copies. The Project Summary Report is to be issued in draft format for one round of ETI comments returned within 10 days. Submission of the draft Project Summary Report shall follow the submission of the draft Project Final Report. The Project Summary Report is anticipated to have around 25 pages.

The Final Report is intended for use by the ETI and the ETI Members; the ETI may choose to place the Project Summary Report on the ETI website for wider dissemination of the Project findings.

3.5.10. Presentation To ETI

After submission of the full detailed Project Final Report and the Project Summary Report, the Participant shall prepare and deliver the final Project Presentation at the ETI's premises in Loughborough or a location provided in central London. This presentation shall have 3 parts:

- approach to and conduct of the Project (40 minutes);
- Project outcomes and conclusions (40 minutes); and
- questions (40 minutes).

The purpose of this presentation is not for ETI to evaluate the technical delivery of the Project scope. The purpose is to communicate to a broader non-nuclear ETI and ETI Member representation how the Project scope has been approached and the outcomes and conclusions that have been learned. Sufficient attendance is required from amongst Project Team key personnel involved in the delivery of the Project to provide a good prospect of satisfactorily addressing each question during the presentation session.

4. COMMERCIAL AND LEGAL REQUIREMENTS

4.1 ETI Investment

The ETI is an investor in technology, not a grant awarding body. In commissioning the Project, the ETI anticipates that it will be the sole or predominant source of investment funding.

For this Project, the ETI's investment will be on a fixed price basis (see definition of ETI Investment at Appendix D – Glossary).

Each Respondent invited to submit a Proposal (see Section 5.1.2) must in its Proposal clearly identify the proposed ETI Investment and (where relevant) the source and amounts of any additional funding (whether from the Respondent and/or third parties) proposed to be made available by the Respondent.

Respondents may wish to include an element of financial profit in their proposed costs, noting that it is not anticipated that the selected Respondent(s) will be granted rights to Arising IP.

4.2 Project Contract

Following selection (see Sections 5.1.3 – 5.1.5), the preferred Respondent will be invited to enter into a contract with the ETI for delivery of the Project.

The Project Contract will be based on the terms of the ETI's standard Consultancy Agreement template, subject to the inclusion of specific provisions relevant to the Project and its delivery by the preferred Respondent (including, typically, the agreed ETI Investment, identification of the Project Team personnel, appropriate further provisions (eg in relation to IP and State aid) and, in an Annex, details of the specific Tasks and activities to be undertaken by the Participant (as Prime Contractor; see Section 4.3, below) in delivering the Project). The ETI reserves the right to amend the form and content of the draft Project Contract (to be negotiated with the preferred Respondent(s)) in the event that any element(s) of the preferred Proposal(s), including (without limitation) the proposed ETI Investment and Participant contracting structure (see Section 4.3, below), differ materially from the ETI's expectations.

Following receipt by the ETI of a correctly completed and signed Non-Disclosure Agreement in accordance with Section 5.1.1 and Appendix C, a draft of the Project Contract will be made available to those Respondents invited by the ETI to submit a Proposal (see Section 5.1.2).

The Project Contract will be finalised following selection of the preferred Respondent(s) (Sections 5.1.3, 5.1.4 and 5.1.5), during the Project Detailing and Contract Finalisation Stage of the Project Commissioning Process (Section 5.2).

Any issues that a Respondent has with the terms of the Project Contract must be set out in the Statement of Compliance to be provided as part of the Proposal (see Section 7 (Statement of Compliance) and Annex A3). Respondents are also required to provide a compliance table (see Annex A4).

Please note that the extent to which a Respondent accepts the terms of the ETI's draft Project Contract is one of the Selection Criteria against which that Respondent's Proposal will be evaluated (Section 5.1.4).

4.3 Participant Contracting Structure

The ETI requires Respondents to make a Proposal as either a Sole Contractor or Prime Contractor, such that only the selected Respondent will enter into the Project Contract with the ETI and undertake the Project either as:

- Sole Contractor, where the Respondent has satisfied the ETI that it has the skills and capability to undertake the Project entirely within its organisation (i.e. the contracting legal entity); or
- Prime Contractor, with specified parts of the Project being performed by Subcontractors. The ETI will require that there are Subcontracts in place between the Prime Contractor and its Subcontractors that are consistent in all material respects with the Project Contract. The appointment and use of Subcontractors by the Prime Contractor will be subject to prior ETI

approval and the ETI reserves the right to require its approval of the terms of Subcontracts.

In either case, the Sole/Prime Contractor legal entity (only) will enter into the Project Contract with the ETI and act as primary interface with the ETI.

4.4 Project Payment Structure

The ETI will invest in the Project on a fixed price basis (see Section 4.1) up to the amount of the ETI Investment agreed with the successful Respondent.

Payments will be made by the ETI against agreed Milestones. Payment for a Milestone will be subject to (for example) the constituent deliverables for that Milestone meeting agreed acceptance criteria and to the Sole/Prime Contractor complying with the ETI's reporting requirements in relation to that Milestone. (See also Appendix A, Section 5.2.)

Details of the Project payment structure and related requirements will be agreed during finalisation of the Project Contract (Section 5.2, Project Detailing and Contract Finalisation Stage).

4.5 State Aid

A proportion of the ETI Investment may constitute State aid. The ETI has a specific State aid clearance from the European Commission. A copy is available on request. Respondents should note:

- Respondents may be required to provide further information during the Project Commissioning Process to support any specific State aid requirements of the Project;
- Participant(s) are required to provide full transparency of costs throughout the Project to ensure both the Participant(s) and the ETI comply with EU State aid law;
- Participant(s) are required to agree to certain obligations in the Project Contract related to the State aid requirements including the duration of the retention of records, and obligations to return ETI Investment monies in certain exceptional circumstances (including in the event the European Commission adopts a decision that there has been a grant of illegal State aid or misuse of State aid); and
- each Respondent is required to confirm in its Proposal that there are no potential, threatened, pending or outstanding recovery orders by the European Commission in respect of any funding received by that Respondent (Appendix A, Annex A1, Section 1.1).

4.6 Intellectual Property

4.6.1 Arising IP – Ownership

For this Project, the ETI will own all Arising IP and may use, exploit (including by licensing ETI Members and other third parties) and publish the results and other Project Outputs as it thinks fit.

4.6.2 Arising IP – Sole/Prime Contractor's Rights

The ETI does not anticipate granting rights to the Sole/Prime Contractor (whether by licence or sub-licence) to use or exploit Arising IP or other results/Project Outputs.

In the event that a Respondent proposes to request a licence of the (or any) Arising IP, this should be discussed with the ETI prior to submission of a Proposal. Any licence for commercial use would not be expected to be royalty free.

The ETI does not generally grant Arising IP rights to Subcontractors.

4.6.3 Academic Organisations

If requested, the ETI may grant rights to Sole/Prime Contractors who are academic institutions for the purposes of academic teaching and academic research only. Academic publication of appropriate parts of the Project results will generally be permitted subject to an approval

process. Any Respondent requesting such rights should set out the relevant details in its Proposal.

4.6.4 Background IP

Where a licence of Background IP is required to carry out the Project and/or for the subsequent exploitation of any Arising IP / Project Outputs, the Sole/Prime Contractor (and Subcontractor(s), where appropriate) are expected to make this Background IP available on a non-exclusive, royalty-free basis.

If Respondents (or their proposed Subcontractors) fail to meet this expectation, the attractiveness to the ETI of the relevant Proposal may be adversely affected.

The proposed terms for Background IP required to enable the ETI, the ETI Members and other licensees of the ETI to use and exploit the outputs of the Project must be identified in any Proposal, agreed and included in the Project Contract.

4.7 Project Health, Safety and Environmental (HSE) Management

The ETI's approach to the management of HSE in projects is based on three key elements:

- competency assessment;
- performance assurance; and
- the ETI's Project Incident Protocol.

How the ETI applies this approach to a specific project depends upon the nature and content of the project. For this Project, this will depend upon whether any work to be undertaken is not entirely desk-based (e.g. site visits, field trials, experimental or laboratory work). The ETI's requirements for Respondents' Proposals are set out in Appendix A, Section 5.4.

4.8 Due Diligence (General, State aid, Insurance, IP and HSE)

The ETI requires Respondents to provide due diligence information at two stages of the Project Commissioning Process: (i) as part of a Proposal and (ii) during the Project Detailing and Contract Finalisation Stage (Section 5.2).

The ETI's requirements for IP due diligence as part of a Proposal are set out in Section 7 of Appendix A. The ETI's requirements for IP due diligence during the Project Detailing and Contract Finalisation Stage are set out in Appendix A, Annex A1, Section 2b.

Further details of the ETI's wider due diligence requirements are set out in Section 8 of Appendix A and at Annex A1.

Please note that successful completion of all elements of the required due diligence is a pre-requisite for selection of a Proposal. Failure to meet due diligence requirements at any stage may result in exclusion of a Proposal from the ETI's Project Commissioning Process.

5 PROJECT COMMISSIONING PROCESS AND ESTIMATED TIME SCALES

The ETI is using a two-stage approach to commissioning the Project:

Stage 1 - RfP Issue, Invitation to submit a Proposal, Response to RfP and Selection of Preferred Respondent(s); and

Stage 2 - Project Detailing and Contract Finalisation.

5.1 Stage 1: Response to RfP and Selection of Preferred Respondent(s)

5.1.1 Non-Disclosure Agreement and Notification of Intention to Submit a Proposal

Prior to submitting a Proposal in response to this RfP, Respondents are required to provide to the ETI (i) a formal notification of their intention to submit a Proposal, in the form set out at Appendix B, and (ii) a Non-Disclosure Agreement (NDA), in the form provided at Appendix C, signed and returned to the ETI in accordance with the instructions at Appendix C. Respondents should take care to follow these instructions precisely, in order to avoid unnecessary delays.

Both documents must be received by the ETI no later than the deadline specified on the front page and at Section 5.3 of the RfP (electronic copies of each document are available on the ETI website).

These two documents must also be accompanied by the CVs for up to 5 people who shall be proposed to be involved in the delivery of the project. These people should be proposed to be engaged in delivery of the project rather than in roles of oversight, support or review, and their proportion of time to be committed to this project should be stated within the CV. The CV should be limited to 2 sides of A4 and focus on the knowledge and experience gained which is relevant to the delivery of this project. The ETI shall use this information to identify, from the range of Notifications of Intention to Submit a Proposal received, those Respondents with the capabilities necessary to potentially deliver the Project.

5.1.2 Invitation To Submit A Proposal / Submission of Proposals

Following the deadline for receipt of the documents as described in Section 5.1.1, the ETI shall review the documents received and where appropriate limit the number of organisations invited to submit a proposal to no more than five. The ETI intends to notify organisations who have submitted documents in accordance with Section 5.1.1 whether or not they are invited to proceed and submit a Proposal in accordance with this RfP no later than the date specified in section 5.3.

Organisations invited by the ETI to submit Proposals are required to submit their Proposals to the ETI no later than the closing date specified on the front page and at Section 5.3 of the RfP. To ensure that all Proposals are treated equitably, extensions to this closing date will not normally be granted.

The required form and contents of Proposals are set out in Section 6 of the RfP and in Appendix A.

Proposals submitted by organisations not invited by the ETI to do so shall not be considered for selection by the ETI.

For those organisations invited to submit a Proposal, the ETI shall send out a draft Project Contract once a properly executed NDA is in place (and Respondents are required to confirm acceptance of the detailed terms therein and/or provide specific comments on them in their Proposals – see Section 4.2).

5.1.3 Selection Process

Following the closing date for Proposals, the ETI will convene a Selection Panel as part of its evaluation process to recommend which Respondent(s) should proceed to the Project Detailing and Contract Finalisation Stage. In addition to ETI staff, this panel may include experts selected

by the ETI (typically including individuals drawn from ETI Member organisations and third parties) to provide the necessary expertise to consider the technical, commercial, legal and financial aspects of each Proposal.

It is intended that Proposals should provide all necessary information to enable the Selection Panel to select a preferred Respondent. However, the Selection Panel may request further clarifications from Respondents following the meeting.

In any event, the ETI may in its discretion decide to negotiate with more than one Respondent or group of Respondents (as appropriate) to ensure that all key issues are resolved fully and promptly, before making a final selection decision.

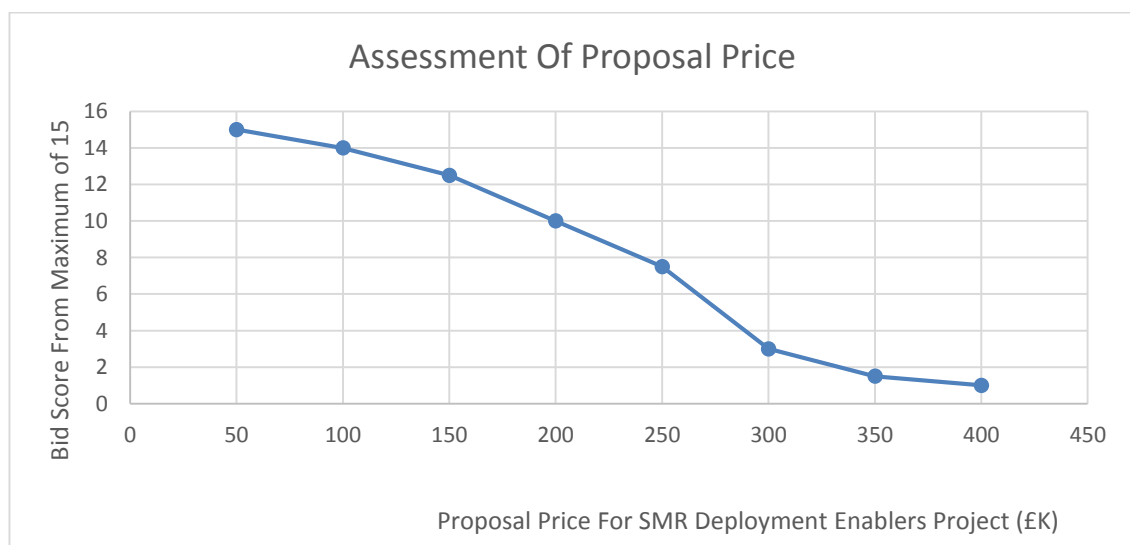
Recommendations of the Selection Panel are made to the ETI's executive management team for consideration and ratification. All Respondents invited by the ETI to submit proposals pursuant to section 5.1.2 above will be notified of the final ETI decision after it is confirmed. Prior to this notification, no information will normally be provided to Respondents concerning the Selection Panel recommendations, (except to the extent that further information may be requested by the ETI to clarify certain aspects of some or all of the Proposals, as outlined above).

5.1.4 Selection Criteria

The following factors comprise the principal criteria to be used in evaluation of the Respondent's Proposals to select the preferred Respondent for this Project:

- Demonstrated relevant knowledge and experience within the Project Team members responsible for delivering the Project.
- Technical excellence expected in the Project output based on evidence included within the Proposal.
- The approach to delivering the Project including Project management to deliver the full scope of the Project to schedule, and to the budget identified in the proposal.
- Value for money.
- Compliance with ETI's draft Project Contract and requirements regarding IP.

Proposals will be reviewed and judged primarily against the criteria listed in this Section 5.1.4 and the supporting evidence supplied. Failure to meet minimum standards in any criterion may result in the ETI rejecting a Proposal.



Value for money. The scope and quality of work proposed by the Respondent will be balanced, against the proposed fixed price of the ETI Investment, excluding VAT, through the scoring mechanism above noting that a lower proposal price attracts a higher score and a higher proposal price attract a lower score (15/100)

Willingness to comply with the terms and conditions of the proposed Project Contract (see Section 4.2); willingness to support the contracting process (including as set out in Section 5.2) and the contracting timeline (as set out in Section 5.3); the extent to which there may be Background IP which would prevent the Project proceeding or the Arising IP / Project Outputs being exploited; including confirmation of lack of exceptions, deviations and other variations from the draft Project Contract, IP requirements, and terms and conditions identified by ETI in the RfP (15/100).

In the event of two evenly matched Proposals when all assessment criteria are taken into account, the Proposal with a credible but faster delivery schedule will be favoured in the selection process.

5.1.5 Proposal Assessment

The Proposal from each Respondent will be assessed by the Selection Panel. The Selection Panel members' advice will be informed by application of the Selection Criteria (Section 5.1.4, above) and using the following overall weighting:

Area	Score From 100
The strength and breadth of the relevant knowledge and experience of the project delivery team	10
Technical excellence of the Project Output based on evidence contained within the proposal	45
Project approach and project management during delivery	15
Price	15
Lack of exceptions, deviation and other variations from the terms of the ETI's draft Project Contract, including requirements regarding IP	15

Proposals which are incomplete, fail to comply with the requirements of this RfP, and/or indicate significant deviation from the terms of the draft Project Contract, may be excluded without further assessment.

5.2 Stage 2: Project Detailing and Contract Finalisation Stage

Following selection, the ETI will invite the preferred Respondent(s) to enter into negotiations with the ETI to finalise the details of the Project and the terms of the Project Contract. See Section 5.3 for further details relating to anticipated dates.

The ETI may decide to negotiate with more than one Respondent or group of Respondents (as appropriate) to ensure that all key issues are resolved fully and promptly, before making a final selection decision.

The Project Detailing and Contract Finalisation Stage will include the following activities (as required and dependent on the level of detail provided in the selected Respondent's Proposal):

- finalisation and agreement of the Project Contract;
- further due diligence activities as required (see Annex A1 Section 2);
- agreement (and approval as required by the ETI) to terms of other key contractual

arrangements (eg Subcontracts) as identified in Respondent's Proposal; and

- any further information or assessment that may be necessary to meet State aid requirements.

Respondents are required to commit to provide legal, technical, commercial and managerial resources (including where appropriate in face to face meetings) as required to achieve the target Project Contract execution date shown in Section 5.3. The ETI reserves the right to re-open discussions with other parties, cancel the commissioning of the Project, and/or take such other steps as the ETI (in its discretion) thinks fit should it become apparent that this date may not be achieved.

5.3 Estimated Project Commissioning Timeframes

The following tables outline the anticipated schedule for the Project Commissioning Process. They also include anticipated dates when the preferred Respondent(s) will be required to commit the required resources to attend Project Detailing and Contract Finalisation Stage meetings with the ETI.

The timing and the sequence of events resulting from this RfP may vary and shall ultimately be determined by the ETI.

Request for Proposal and Selection	Dates
Issue of RfP	12th November 2015
Deadline for: (i) notifying the ETI of an intention to submit a Proposal (Appendix B); and (ii) return of signed Non-Disclosure Agreement (Appendix C). (iii) CVs for 5 people; see section 5.1.1	27th November 2015
ETI notification of organisations invited to submit Proposals	Anticipated 4th December 2015 (anticipated)
Closing date for submission of Proposals	5th January 2016 (12.00 noon)
Selection Panel	11th January 2016 to 14th January 2016 (anticipated)
Preferred Respondent(s) notified (on or before)	15th January 2016 (anticipated date)

Project Contract Finalisation	Anticipated Dates
Project Contract finalisation meetings (to finalise commercial and legal aspects, any remaining due diligence, etc.)	15th January to 29th January 2016

Project Start and Finish	Anticipated Dates
Project Contract execution target date	29th January 2016
Project start target date	1st February 2016
Project finish target date (presentation to ETI)	15th July 2016

6 PROPOSAL CONTENT AND FORMAT

The Proposal shall be arranged according to the structure detailed in Appendix A and shall include all required supporting information and appendices detailed therein.

The Proposal must be written in a succinct manner and must not include imprecise statements, generalities or repeated information. It must be easily readable with appropriate font sizes, margins, etc.

The Proposal should not exceed a maximum of 30 pages (excluding the required appendices to the Proposal explicitly excluded from the page count by Appendix A to this RfP - see Section 11 Appendix A).

Proposals which exceed the stated page count by including organisational experience or capability, or which include other extraneous case studies or marketing literature, may be considered non-compliant by ETI and excluded from further examination.

The Proposal shall consist of one (1) bound hard copy and one (1) electronic copy. The latter shall be provided in both PDF and Microsoft Word formats. The postal and email addresses for submission of hard copies and electronic copies, respectively, are set out on the front page of this RfP.

7 STATEMENT OF COMPLIANCE

The ETI's full requirements for the Statement of Compliance are set out in Appendix A, Annex A3.

Respondents are required to provide a statement confirming that that the Proposal is fully compliant with the Request for Proposals, or stating clearly any exceptions, deviations, alternative approaches or additions, with justification.

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.

In relation to the draft Project Contract (Section 4.2 above), Respondents are required to confirm in the Statement of Compliance the extent to which the provisions of the draft Project Contract provided by the ETI will be accepted by the Respondents.

The extent of compliance with the RfP and the draft Project Contract is one of the key Selection Criteria against which a Proposal will be assessed (Section 5.1.5).

8 IMPORTANT NOTICES

- a) The ETI at its discretion may request clarification of a Proposal and may reject any Proposal which is unclear.
- b) Neither the issue of any documentation in the Project Commissioning Process nor any of the information presented in it should be regarded as a commitment or representation on the part of the ETI or any other person to enter into a contractual arrangement. The issue of the RfP is not an agreement or offer to purchase goods or services, and the ETI is not bound to enter into any contract with any Respondent. By responding to this Request for Proposals, a Respondent does not commit itself to entering into a contract with the ETI.
- c) All decisions made by the ETI relating to the acceptance, review and selection or otherwise of Proposals are final.
- d) 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 under the terms of the Non-Disclosure Agreement (Appendix C). No part of a Proposal, or other documents submitted to the ETI, shall be returned.
- e) The ETI reserves the right at any time to (i) withdraw the RfP and/or terminate the Project Commissioning Process (and/or any Respondent's involvement in the Project Commissioning Process), (ii) change the basis, timetable and/or requirements of, and/or the procedures for, the Project Commissioning Process, including the timetable or closing date for receipt by the ETI of Proposals, (iii) make modifications to, or alter any of the provisions/ information within, the RfP and/or (prior to its execution) the draft Project Contract, (iv) reject any or all of the Proposals received, and/or (v) not invite any Respondent(s) to proceed further.
- f) Neither the ETI nor any of its agents or advisers accepts any liability or responsibility for the accuracy, adequacy or completeness of any of the information provided or any opinions contained in this RfP or of any other information made available during the Project Commissioning Process. No representation or warranty, express or implied, is or will be given by the ETI or any of its agents or advisers with respect to such information provided or opinion given therein. Any liability is thereby expressly disclaimed.
- g) Respondents must assess the information and terms contained in this RfP independently, having taken professional advice if necessary. Each Respondent will be deemed to have examined all the documents enclosed with or provided pursuant to this Request for Proposals and by its own independent observations and enquiries will be held to have fully informed itself as to the nature and extent of the requirements of the RfP. Each Respondent must rely on its own enquiries and on the terms and conditions contained in any agreement, when and if finally executed, subject to such limitations and restrictions as may be specified therein.
- h) Respondents shall be wholly responsible for the costs they incur in the preparation and submission of their responses to the RfP. The ETI shall not be responsible for, and shall not pay, any costs and expenses which may be incurred by a Respondent (or by any other party, including proposed Subcontractors) in connection with its participation in the Project Commissioning Process, including any costs or expenses incurred up to and including the execution of the Project Contract.
- i) The ETI may, at its discretion, shortlist Respondents for the next stage of the Project Commissioning Process. The ETI does not undertake to accept the lowest bid or to accept part or all of any Proposal and the acknowledgement of receipt of any Proposal (and/or any invitation to any Respondent(s) to proceed to the next stage) shall not constitute any actual or implied agreement between the ETI and the Respondent.
- j) The copyright in the documentation and any other materials supplied by the ETI and/or its advisers in the Project Commissioning Process, in whatever format, belongs to the ETI or its appointed advisers (or such other persons from whom the ETI derives its rights in relation to such documentation/materials), as appropriate. Such documentation and materials may not, either in whole or in part, be copied, reproduced, distributed or otherwise made available to any

other third party or used without the prior written consent of the ETI, except in relation to the preparation of the Proposal in the course of the Project Commissioning Process. All documentation supplied by the ETI in relation to the Project Commissioning Process must be returned on demand, without any copies being retained by the Respondent.

- k) In this RfP, any phrase introduced by the term “include”, “including”, “in particular”, “for example”, “such as” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.
- l) This RfP, and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations), shall be governed by and construed in all respects in accordance with the laws of England and Wales and the Respondent agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this document (including any non-contractual disputes or claims).
- m) The submission of a Proposal (or other documentation in relation to this RfP) will confirm acceptance of the foregoing provisions by the Respondent without qualification. Any attempt to qualify any of the foregoing provisions in this Section 8 (Important Notices), either expressly or impliedly, may result in a Respondent being disqualified.

APPENDIX A – PROPOSAL CONTENT AND FORMAT

In addition to the requirements in Section 6 of the RfP, the Proposal shall be arranged according to the structure defined below and shall explicitly include all the information listed.

The Proposal shall not exceed a maximum of 30 pages (excluding the required appendices to the Proposal which are explicitly excluded from the overall page count). The sections within Appendix A below include a suggested page count for guidance, but it is for Respondents to choose where to include most detail. The ETI may exclude Proposals which exceed the page count, or which are unreadable when printed on A4 hardcopy. Schedules or organisational diagrams within the Proposal may be formatted by Respondents for printing in A3 format to aid ETI assessment, but these will be counted as 2 pages within the page count.

The Proposal (and supporting documentation) shall be in electronic form in both PDF and Microsoft Word formats. A further single hard bound copy is also required (see section 6.4 of the RfP main body).

Respondents are required to make a Proposal for the Project comprising the following components:-

Respondents are reminded that only Proposals from organisations invited to submit Proposals (see Section 5.1.3) shall be considered by the Selection Panel.

1. EXECUTIVE SUMMARY [1 page]

A summary of the Proposal, describing briefly:

- the overall Project Objectives, deliverables and outputs (as specified in Sections 3.1, 3.2, 3.3 and 3.4 of this RfP);
- the organisation undertaking the work and the Project organisation structure (including identification of the Sole Contractor or Prime Contractor and proposed Subcontractors);
- summary of the proposed approach to the Project and the work to be undertaken (and, where appropriate, by which legal entity);
- summary of the Project deliverables;
- the proposed duration of the Project;
- confirmation of compliance with the RfP and brief summary of any key exceptions/deviations; and
- the proposed ETI Investment for the Project and (if different) the proposed Total Project Cost.

2. PROJECT TEAM MEMBERS AND STRUCTURE [approximately 3 to 5 pages]

2.1. Organisations Comprising The Project Team [approximately 1 page]

This section should briefly describe (i) the Sole / Prime Contractor organisation and, where appropriate, each of the proposed Subcontractors (with confirmation of whether or not each proposed Subcontractor is a legal entity within the same group as the Respondent, and (ii) the proposed role of each legal entity within the Project Team in delivering the Project scope.

The ETI reserves the right to require further clarification in relation to the group structure relevant to the Respondent and proposed Subcontractors.

2.2. Project Team Organisational Structure [approximately 1 page]

This should provide an organisational diagram showing all legal entities and their respective roles within the Project Team and identifying internal and external interfaces with ETI and any third parties.

2.3. Key Individuals and Critical Roles [approximately 1 to 3 pages]

This section should describe all key roles and all associated key individuals. As well as key technical

and other specialists, this should specifically include the Project Manager (or Project Co-ordinator) and the SMR Programme Design Manager. See Section 2.5 of the RfP main body.

The proportion of each individual's time dedicated to the Project should be identified and their experience and expertise relevant to the Project should be briefly summarised; (CVs, of no more than 2 pages each, should be included in an Appendix).

This section should include a statement regarding the expectation of the ETI's prior agreement to the proposed substitution of Project Team staff, noting the expectation of a timely response and that agreement would not be unreasonably withheld if a demonstration has been made that the proposed substitute has at least equivalent experience to the originally proposed specialist.

2.4. Project Team Contracting Structure [approximately 1 page]

The ETI intends that a single Respondent will contract with the ETI, either as Sole Contractor or as Prime Contractor with agreed parts of the Project being subcontracted (where appropriate and as agreed with the ETI) by the Prime Contractor to one or more other legal entities. Each Respondent (where it proposes to contract with the ETI as a Prime Contractor) should:

- include confirmation that all other companies/entities identified as proposed Subcontractors will be subcontracted directly by the Respondent; and
- identify any of the proposed Subcontractors that are not in the same group of companies as the Respondent.

An organisation diagram showing all relevant organisations and their roles should be included. The positions of the key individuals identified as required by Section 2.3 of this Appendix A (including the proposed Project Manager or Project Co-ordinator and SMR Programme Design Manager – see Section 2.5 of the RfP body) should be indicated.

Respondents should identify in their Proposal any foreseen issues or difficulties in executing Subcontracts.

3. PROJECT APPROACH AND PROGRAMME OF WORK [approximately 10 – 15 pages]

3.1. Project Approach [approximately 2 pages]

Respondents should provide a summary of the overall approach to the Project.

This should include a summary work flow diagram which clearly identifies the key elements of scope, their interdependencies and how they contribute to the overall Project Objectives (See Section 3.3 of the body of the RfP)

3.2. Programme of Work [approximately 5 to 10 pages]

The programme of work to be undertaken during the Project should be described and be consistent with the scope of work specified in Section 3.5 of the body of RfP. A one page (A4 or A3 and preferably landscape format) summary Project schedule (Gantt chart) should be included in this section of the Proposal.

Each scope of work should be broken down into Tasks and a Task-by-Task description of the proposed scope provided, identifying for each Task:

- the Task leader and other Project Team members involved;
- the Task objectives;
- the scope and nature of the Task, and the technical approach to it (e.g. methodologies, tools, techniques);
- the outcome from the Task; and

- the dependencies, constraints and assumptions for undertaking the task.

3.3. Framework For The Project Final Report [approximately 1 pages]

This will identify the structure of the Project Final Report including sections of the report and their purpose (see Sections 3.4 and 3.5 of the RfP body). The framework is to identify the breadth of the Project Final Report and how the documents forming Project deliverables provided during the execution of the Project will be integrated into the Project Final Report.

3.4. Framework Of The WBS [approximately 2 pages]

This will identify the framework and elements within the WBS and should indicate the breadth of scope and the number of layers to be included as appropriate. No textual description is required within the RfP against each WBS element, but some overview explanation may be appropriate.

3.5. Example Of Scope Description At The Lowest Level of the WBS [approximately 1 page]

This is intended to be an example of a one page description of scope at the lowest level with the WBS. Together with the WBS framework described at Section 3.4 above, these will set expectations for the format and content of the WBS and scope description in the Project Final Report.

3.6. Structure Of The 2 Hour Project Presentation For ETI [approximately 1 page]

This will identify the structure of the Project Presentation and those proposed to be in attendance (see Sections 3.5.10 of the RfP body), to be delivered either at ETI's premises or at a location in central London, and describing the Project approach and Project Outputs, conclusions and recommendations.

3.7. Format Of The Fortnightly Project Progress Report [approximately 1 page]

This will identify the template of the fortnightly Project Progress Report (see Section 3.4.3 of the RfP body) including the main sections of the report and their purpose.

4. TECHNICAL EXCLUSIONS AND ASSUMPTIONS [approximately 1 page]

Provide a table describing any technical exclusions relevant to the Proposal for delivery of the scope of work for this Project (see Section 3.5 of the RfP body), and assumptions provided by the ETI or additionally selected by the Respondent to bound and define the scope of the response to this RfP.

5. PROJECT MANAGEMENT [approximately 3 pages, plus appendices]

5.1. Project Management Activities [< 1 page]

Respondents should describe how the Project will be managed (e.g. management, coordination, quality assurance; reporting).

5.2. Deliverables and Milestones [< 1 page]

ETI policy is that payments from the ETI Investment are made only following successful completion of agreed Milestones (being points in the Project where significant value has been delivered to the ETI, typically by submission of deliverables representing the completion of major Project Tasks / Work Packages / reports). Payment of ETI Investment monies in respect of a Milestone is subject to acceptance by the ETI of the Milestone's constituent deliverables against agreed acceptance criteria (terms and conditions of payment shall be included in the Project Contract).

A summary table should be provided here detailing the proposed constituent deliverables together with the proposed costs and delivery dates for each constituent deliverable (see section 3.4 of RfP main body).

See also Section 6 of this Appendix A (Project Finances).

5.3. Risk Management [<2 page, plus Risk Register as an appendix]

Respondents should describe their proposed risk management strategy (i.e. how risks to the successful delivery of the Project will be identified and managed throughout the Project duration). They should also separately provide a Risk Register as an appendix, 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.

5.4. Health, Safety and Environment Management (HSE) [typically < 1 page unless work is not desk based – in which case typically 2 -3 pages]

Respondents should confirm that all work during the Project will be entirely desk-based, or clearly state the nature of any exceptions to this (e.g. site visits, field trials, experimental or laboratory work). In the event that any work is not entirely desk-based, then Respondents should provide evidence of the competence of the Prime Contractor and relevant Subcontractors to undertake the Project, and should summarise their approach to managing and coordinating HSE in the Project. Specifically:

- Respondents should advise whether any work to be undertaken during the Project is not desk based (e.g. site visits, field trials, experimental or laboratory work).
- If the Project involves any activity which is not desk based then the Respondents are required to provide evidence throughout the Project that HSE is being managed, that planned and proactive assurance activities are undertaken throughout the Project, and that such arrangements are adequate. Respondents are required to set out in their Proposal how their management arrangements will enable such evidence to be provided.
- Respondents should identify any specific HSE issues related to specific facilities or sites to be used during the Project. To the extent that parts of the Project may take place outside of the UK, the Respondents should deal with the corresponding issues as they apply in the local laws of the relevant country.
- Respondents should demonstrate their experience of identifying and managing HSE issues in projects of equivalent complexity and scale, including incorporation of safety into design.
- Respondents should set out their approach to managing Subcontractors.

The Respondents should also set out any key HSE risks or issues in the Risk Register referred to in Section 5.3 above.

6. PROJECT FINANCES [approximately 1 – 2 pages]

Respondents should provide:

- a figure for the proposed Total Project Cost;
- a figure for the proposed (fixed price) ETI Investment;
- figures for any proposed Participant Funding and/or Third Party Funding (where appropriate); and
- a breakdown of the Total Project Cost between Milestones.

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

Respondents should also provide a breakdown of the proposed Total Project Cost as specified in the table below. Please refer to the notes beneath the table before completing it.

Total Project Cost Breakdown by Category	Sole/Prime Contractor	Subcontractor 1	Subcontractor 2	Subcontractor 3 ⁷	Total
Number of Person-days					
Base Labour					
Materials					
Subcontractors (major)					
Subcontractors (minor)					
Travel & Subsistence					
Overheads					
Profit					
Other					
TOTAL PROJECT COST					
ETI Investment					
ETI Investment (% of Total Project Cost)					
Own Funds (Participant Funding)					
Third Party Funding (Private Funding)					
Third Party Funding (Public Funding)					

Notes on Category Breakdown table:

- i. Base Labour should include direct add-ons (e.g. NI, pension etc).
- ii. The total cost of all proposed Subcontractors should be included in the Respondent's total cost figures, and a breakdown of each major Subcontractor's costs should be included in subsequent columns in the table. (In this context a major Subcontractor is one whose contribution is budgeted at more than 20% of the total Project Cost or which is critical to the

⁷ Further columns to be added as required.

success of the Project).

- iii. The selected Respondent(s) will be required to provide justification of overhead calculations during the Project Detailing and Contract Finalisation Stage. The ETI can provide a spreadsheet to calculate overheads on request.
- iv. Respondents should note that under State aid rules, profit cannot be paid if they wish to receive a licence for Arising IP.
- v. Academic Respondents should determine their costs using the JeS system. Note that ETI funds academic Participants at 100% Full Economic Cost.
- vi. Please note that during the Project Detailing and Contract Finalisation Stage (prior to Project Contract execution) the ETI will require a more detailed cost breakdown, including a schedule of payments against Milestones. This will require completion of the ETI's financial monitoring forms. Whilst not compulsory, it is strongly recommended that Respondents use the ETI's standard budget form for fixed price contracts.

For all sources of funding or resource to be provided in addition to the ETI Investment, the Respondents should provide full details of such funding, including:

- evidence of the availability of those funds for the Project;
- details of the sources of any Third Party Funding, (including identifying where any such funding is Public Funding), and the terms and status of such funding; and
- any other commercial impacts associated with any proposed reliance on Participant Funding and/or Third Party Funding.

7. INTELLECTUAL PROPERTY [approximately 1 – 3 pages]

Respondents should read Section 4.6 (Intellectual Property) of the RfP body before completing this section.

7.1. Arising IP

Respondents should provide a brief overview of the nature of any anticipated Arising IP from the Project, including the areas of technology in which the IP will arise and the forms of the anticipated IP rights arising. This should expressly include reference to development of any existing technology, any innovations, any results and any know-how.

In this Project, the ETI will own all Arising IP. It is not anticipated that licences of Arising IP will be granted to the Participant(s) (Sole / Prime Contractor) or any Subcontractor.

7.2. Academic Institutions

Academic Respondents should include details of any proposed requirements in relation to academic research, teaching and publication in their Proposal (see Section 4.6.3 of the body of the RfP).

7.3. Background IP

Respondents should describe any Background IP (e.g. patents, proprietary data, computer algorithms, know how or other IP) only to the extent that there is Background IP:

- which is or may be needed (whether by the ETI, or to be licensed from the Sole/Prime Contractor to a Subcontractor, or to be licensed by a Subcontractor to the Sole/Prime Contractor or to another Subcontractor, or otherwise) to carry out the Project or which may be used during the Project; or
- which may be needed by the ETI, an ETI Member or other third party to exploit Arising IP.

The description of any such Background IP should detail:

- the nature of the IP (including the legal nature of the IP right);
- the rights to that IP that are or may be required and by whom;
- ownership and control, whether this is by the relevant Respondent, any of the other Project Team members or by any other third parties;
- whether there is any reason that such Background IP will not be made available as and to the extent needed to carry out the Project and/or exploit Arising IP and Project Outputs; and
- proposed terms for such Background IP to the extent needed to carry out the Project and/or to enable the ETI, the ETI Members and other licensees of the ETI to use and exploit the Project Outputs must be identified.

8. DUE DILIGENCE REQUIREMENTS [typically 2 – 3 pages, plus appendices]

The ETI's due diligence requirements in relation to the submission of a Proposal are set out at Annex A1, Section 1 (Submission of the Proposal) and Annex A2 (General Due Diligence Requirements).

9. PLAN FOR PROJECT CONTRACT FINALISATION [approximately 1 page]

Respondents should, in this section, provide a schedule for contract identifying key issues to resolve during the Project Detailing and Contract Finalisation Stage, before Project Contract execution, for example:

- Project Contract – key provisions to resolve (based on draft Project Contract provided by the ETI; see Section 4.2 of the RfP main body);
- timing sequences for the setting up of the Project organisational structure (eg Subcontracts) including any dependencies or other factors which could impact or delay the Project;
- internal approvals – confirm what internal approvals will be required for the proposed Sole/Prime Contractor and any Subcontractors in order to enter into the Project Contract; and
- securing finance – identify any further actions required to ensure that all relevant funding arrangements are in place.

The schedule for contract finalisation should be structured and link clearly back to the previous sections set out in this RfP.

Respondents should explicitly confirm that all key technical, commercial and legal resources, across the Project Team members, required to meet the Project Contract execution target date (see Section 5.3 of the RfP), will be available to achieve a signed contract by that date. A table should be included providing names and contact details (phone and email addresses) of key contacts for the Project Detailing and Contract Finalisation Stage. This should include, for the Respondent (proposed Sole / Prime Contractor) and each proposed Subcontractor, the main Project management and technical contacts. Additionally, the Respondent should include names and contact details of its relevant legal, commercial and finance representatives.

Any key risks or issues which may impact on meeting the Project Contract execution target date should be identified.

10. STATEMENT OF COMPLIANCE [less than 1 page]

Respondents are required to provide a Statement of Compliance in accordance with Annex A3 (see also Section 7 of the main body of the RfP).

Respondents are also required to provide, in a separate appendix to the Proposal, a compliance table in the format set out in Annex A4 (not included in Proposal page count – see Section 11 of this Appendix A, below).

11. APPENDICES TO PROPOSAL [excluded from the page count]

The following appendices are expressly required to be included in the Proposal. They are excluded from the maximum page count limit:

- CVs of all individuals in key roles involved in delivery of the Project, irrespective of earlier CVs provided with the Notification of Intent to submit a proposal, but each CV limited to 2 sides of A4 per person (see Section 2.3 of Appendix A);
- Risk Register (see Section 5.3 of Appendix A);
- due diligence information, as required at Section 8 of this Appendix A, Section 1 of Annex A1, and Annex A2; and
- the compliance table in the format described in Annex A4.

APPENDIX A

ANNEX A1 – DUE DILIGENCE INFORMATION REQUIREMENTS

The ETI requires due diligence information during two stages of the Project Commissioning Process:

- Submission of the Proposal. Certain information is required with the Proposal as part of the first Stage of the Project Commissioning Process; and
- Project Detailing and Contract Finalisation. Further information will be required if any Proposal is selected to proceed to the Project Detailing and Contract Finalisation Stage.

Please note that successful completion of all elements of the ETI's required due diligence is a pre-requisite to any contract award: failure to meet any due diligence requirements may result in the exclusion of the Respondent(s) and/or the Proposal from the Project Commissioning Process.

1. SUBMISSION OF THE PROPOSAL

1.1. State Aid

Each Respondent shall confirm that there are no potential, threatened, pending or outstanding recovery orders by the European Commission in respect of any funding received by that Respondent (all proposed Participants).

1.2. General Due Diligence

All Respondents and proposed Subcontractors, (except ETI Members, universities / higher education institutions and UK/EU government laboratories / agencies), which may provide more than 20% of the resources for the Project or which may provide an input which is critical to success of the Project, shall provide due diligence Information to the ETI according to the table in Annex A2.

1.3. Insurance

Each Respondent should confirm that insurance cover for the following risks is held by that Respondent, and should confirm levels of cover and expiry date for each. The ETI will require evidence of these during the Project Detailing and Contract Finalisation Stage (see Section 2d) of this Annex A1).

- Property damage (both any property occupied by the Respondent and any third party properties);
- business interruption;
- employer's liability;
- public liability;
- product liability (or justify its exclusion if not appropriate); and
- professional indemnity.

Additionally, each Respondent should identify:

- if it self-insures or intends to self-insure for any of these risks;
- if it is intending to take out any project-specific insurance for the Project and the scope and intended beneficiaries of such insurance; and
- how (to the extent not already identified) it intends to insure against risks in the Project.

In relation to professional indemnity insurance, Respondents should note that the ETI has the following requirements:

- each Participant is required to have in place at the start of the Project a professional indemnity insurance policy (with at least a 6 month unexpired term);
- each policy should have a limit of indemnity of not less than £1,000,000 each and every loss;
- each policy should provide an indemnity at least as extensive as the ETI's policy (the ETI will make this assessment). For example, the cover needs to include cover for negligent acts or omissions, and dishonest or fraudulent acts or omissions by the insured);
- each Participant will need to agree to maintain a professional indemnity insurance policy in force for 6 years from the date of completion of the Project;
- the ETI will require sight of the insurance policy provided by the Participant or a copy of a letter of confirmation from the Participant's insurance company or broker summarising the policy.

1.4. Health Safety and the Environment

The ETI's HSE requirements in relation to the Proposal are set out at Section 5.4 of Appendix A and should be dealt with in the corresponding section of the Proposal.

Respondents should also note Section 2a) of this Annex A1, below relating to HSE requirements in the Project Detailing and Contract Finalisation Stage.

1.5. Intellectual Property

The ETI's IP due diligence requirements are set out at Section 7 (Intellectual Property) of Appendix A and should be dealt with in the corresponding section of the Proposal.

2. PROJECT DETAILING AND CONTRACT FINALISATION STAGE – FURTHER DUE DILIGENCE REQUIREMENTS

These are only required if a Proposal is selected to proceed to the Project Detailing and Contract Finalisation Stage, and will include:

- a) in the event that any Project work is not entirely desk based, a competency assessment will be carried out on the preferred Respondent at the Project Detailing and Contract Finalisation Stage, to assess the Respondent organisation's health & safety management systems and specific technical competence to manage the risks in the Project. The ETI competency assessment process requires the Respondent to complete a detailed questionnaire, the contents of which follow closely the competency assessment guidance as previously set out in the Health and Safety Executive's Approved Code of Practice – managing health and safety in construction – Construction (Design and Management) Regulations 2007;
- b) further IP due diligence. This will include a detailed Background IP questionnaire which will be issued by the ETI for completion to identify Background IP and third party IP relevant to the Project. Respondents and Subcontractors (if any) may be asked to provide evidence of ownership or rights to use the relevant IP for the Project and/or for exploitation of the results of the Project;
- c) financial due diligence on the breakdown of costs for the Project to enable the ETI to assess value for money and ensure that it meets State aid requirements;
- d) copies of insurance policies; and
- e) any other information that the ETI reasonably requires in order to invest in the proposed Project, including any information necessary to meet State aid requirements.

APPENDIX A

ANNEX A2 – GENERAL DUE DILIGENCE REQUIREMENTS

A stand-alone copy of this form is available to download from the ETI website.

Details of Organisation	
Full name:	
Registered Office:	
Type of Business: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other – please describe:	
Names of Directors/Partners/Owner:	
VAT Number:	
Details of Directors, Partners or Associates	
Have any directors, partners or associates of the organisation been involved in any organisation which has been liquidated or gone into receivership? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have any directors, partners or associates of the organisation been convicted of a criminal offence relevant to the business or profession? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Please give (and attach if necessary) full details if you have answered 'Yes' to either of the two previous questions.	
Audited Financial Accounts	
Please supply Audited Financial Accounts for the last 3 years for the organisation, or relevant part thereof.	
Claims of Litigation	
Please provide (and attach if necessary) details of any claims or litigation against the organisation in the last 3 years (including any which are outstanding) and/or any anticipated claims.	

APPENDIX A

ANNEX A3 – STATEMENT OF COMPLIANCE

Each Respondent shall provide a Statement of Compliance which confirms:

- that the Respondent has full authority to submit a Proposal on the basis of this Request for Proposals;
- that the Proposal has been appropriately reviewed by the Respondent's technical, commercial, financial and legal representatives; and
- the level of internal approval obtained by the proposed Subcontractors in order to make the Proposal (letters of support from each proposed Subcontractor should be included).

Each Respondent shall provide a statement that the Proposal is fully compliant with all aspects of the RfP and also the terms and conditions of the draft Project Contract provided by the ETI (Section 4.2), or shall state clearly any exceptions, deviations, alternative approaches or additions to the requirements of the RfP and/or draft Project Contract (as appropriate), with justification. 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 (etc.) above.

With respect to the terms and conditions of the draft Project Contract, each Respondent must either:-

- expressly confirm that the Proposal is made on the basis of the terms and conditions of the draft Project Contract; or
- expressly confirm that the Proposal is made on the basis of the terms and conditions of the draft Project Contract subject to clarifications and exceptions. In these circumstances, the Respondent must include in its Proposal:
 - a copy of the draft Project Contract, marked up with the Respondent's proposed clarifications and exceptions; and
 - a separate commentary against the clarifications and exceptions setting out the reason for those clarifications and exceptions.

Please note that the ETI may reject a Proposal if a material issue (including a non-compliance with the terms and conditions of the draft Project Contract) is identified by a Respondent at any stage during the Project Commissioning Process.

APPENDIX A

ANNEX A4 – COMPLIANCE TABLE

In addition to a detailed Statement of Compliance, the ETI requires that each Respondent compiles and completes a table in the format below⁸ to assist the ETI in assessing and considering each Respondent's compliance with the RfP and the draft Project Contract.

RfP Ref.	ETI Requirement	Response Reference	Fully Compliant With Requirement Yes/No	Deviation Description

⁸ Further rows to be added as required.

APPENDIX B – NOTIFICATION OF INTENTION TO SUBMIT A PROPOSAL

The following form is to be completed and received at the address (postal or email) on the front cover of this RfP no later than the date defined on the front cover and in Section 5.3 of this RfP. A standalone copy of this form is available to download from the ETI website.

NOTIFICATION OF INTENTION TO SUBMIT A PROPOSAL

Respondent Name: [Legal Name]

Address: [Registered Office Address]

Contact:

Email/telephone:

The above named Respondent hereby notifies the ETI of its intention to submit a Proposal in response to the ETI's Request for Proposals issued on 12th November 2015, for the "Low Carbon Electricity Generation Technologies - Enabling Activities for the UK Deployment of Small Modular Reactors" for ETI's SMR Deployment Enablers (SDE) Project.

The Respondent submits this notification on its own behalf and on behalf of its proposed Subcontractors:

[Please list below the legal names of the organisations / entities proposed to deliver the Project].

1. [Enter Name]
2. [Enter Name]
3. [Enter Name]
4. [Enter Name]
5. [Enter Name]
6. [Enter Name]
7. [Enter Name]
8. [Enter Name]

Signed: _____

For and on behalf of the Respondent.

Name: _____

Date: _____

APPENDIX C – NON DISCLOSURE AGREEMENT

The Non-Disclosure Agreement (NDA) protects the confidential information of the Respondent(s) and the ETI during the period of the Project Commissioning Process. For the successful Respondent(s), the confidentiality provisions in the Project Contract (when executed) will supersede this NDA for the purposes of the Project.

NOTES

In order to ensure parity between different Respondents, the ETI will not enter into negotiations on the terms of this NDA.

NDA EXECUTION PROCESS / INSTRUCTIONS

A separate electronic version of the NDA is available on the ETI Website for completion and signature by Respondents in accordance with the following instructions:

Each Respondent (as proposed Sole / Prime Contractor) should:

- complete Schedule 1 of a single electronic NDA with its company (legal) details and a postal address for return by the ETI of a fully executed NDA;
- print and sign **TWO** paper copies of the NDA. **The NDA must not be dated on the front page;**
- scan a copy of a signed and undated NDA and email it to the ETI at the email address on the front of the RfP; and
- post both original signed and undated NDAs to the ETI at the postal address on the front of the RfP.

Following receipt, the ETI will countersign and date the two original copies of the NDA. The ETI will retain one of these copies and post the other to the Respondent at the address provided by the Respondent at Schedule 1 of the completed NDA.

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on _____ of _____ 2015

BETWEEN:

- (1) **ENERGY TECHNOLOGIES INSTITUTE LLP**, a limited liability partnership (company no. OC333553) whose registered office is at Holywell Building, Holywell Way, Loughborough, Leicestershire, LE11 3UZ (the “**ETI**”); and
- (2) **The party named in Schedule 1 of this Agreement** (the “**Respondent**”),
(collectively the “**Parties**” and individually a “**Party**”)

BACKGROUND:

The Parties intend to exchange certain Information on or after the Effective Date for or in relation to the Purpose. The Parties agree to receive such Information, and to treat it as confidential information, on the following terms and conditions.

IT IS AGREED:

In consideration of the above and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1 In this Agreement, unless the context requires otherwise, the following words shall have the following meanings:

“**Disclosing Party**” means a Party that discloses Information pursuant to this Agreement;

“**Effective Date**” means the date of execution of this Agreement;

“**ETI Affiliates**” means the Secretary of State for Business, Innovation and Skills (and any successor governmental department or agency from time to time) and any other entity which is entitled to appoint the directors or otherwise having the ability to direct management policies of the ETI (together with any affiliates of those entities), together with their respective officers, employees, agents and consultants;

“**Information**” means any and all confidential information or data exchanged, submitted or otherwise disclosed in respect of or further to the Purpose or prepared for or in relation to the Purpose, including but not limited to written proposal documentation, due diligence materials, contractual documentation, reports, and the fact that the Parties have entered into this Agreement and are discussing and considering a business relationship;

“**Project**” means the ETI’s proposed project, known as “Low Carbon Electricity Generation Technologies: Enabling Activities for the UK Deployment of Small Modular Reactors”, that is the subject of the RfP;

“**Project Commissioning Process**” means the ETI’s commissioning process for the Project as defined in the RfP or as later may be notified or published by the ETI;

“**Project Contract**” means a Project Contract as such term is defined in the RfP;

“**Proposal**” means a Proposal as such term is defined in the RfP;

“Purpose” means:

- a the preparation and/or submission of any Proposals and related documents in response to the RfP;
- b the Project Commissioning Process;
- c any activities related to the assessment of any Proposals for the Project; and/or
- d any related exchanges of Information, clarifications, clearances, discussions, due diligence, meetings, and/or negotiations in respect of the RfP, the Project Commissioning Process, any Project Contract(s), and/or the Project;

“Receiving Party” means a Party that receives Information pursuant to this Agreement; and

“RfP” means the request for proposals relating to the Project, issued by the ETI on 12th November 2015.

2 The Receiving Party shall with regard to any Information disclosed pursuant to this Agreement by or on behalf of a Disclosing Party on or after the Effective Date:

- a hold the Information in confidence and, except as is otherwise stated herein or agreed in writing by the Disclosing Party, shall not disclose or make available the Information by publication or otherwise to any third party (including for the avoidance of doubt, disclosure in any patent application or to any patent office) and shall use any Information disclosed to it pursuant to this Agreement only for carrying out the Purpose;
- b make copies of the Information (or any further information derived from the Information) in whatever form or medium only to the extent that the copies are reasonably necessary for the Purpose and clearly mark all such copies as confidential;
- c take all necessary and proper security precautions (and at least as great as those it takes to safeguard its own information) to safeguard every part of the Information to prevent it from being disclosed or otherwise made available to any third party except as permitted by this Agreement; and
- d at the request and direction of the Disclosing Party, and without delay, return or destroy any Information provided to it pursuant to this Agreement and any copies of such Information, except that one copy may be kept by the Receiving Party for archival purposes and for the purpose of defending itself against any claims arising in connection with this Agreement.

3 The obligations set out in clause 2 shall not apply to Information that:

- a the Receiving Party can prove (using written or electronic records), was lawfully known to the Receiving Party or in its possession prior to its communication by or at the direction of the Disclosing Party and was not communicated to the Receiving Party subject to any restrictions on disclosure or use; or
- b is or becomes a part of the public domain through no wrongful act of the Receiving Party or any person on its behalf, provided that this clause 3(b) shall only apply from the date that the relevant Information so enters the public domain; or
- c the Receiving Party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that Information as a result of a breach of an obligation of confidence; or
- d subject to clause 4, is required to be disclosed or made available by the Receiving Party pursuant to any applicable law, governmental regulation, or decision of any court or tribunal of competent jurisdiction or any government body, agency or regulatory body.

4 If a Receiving Party believes it is required by law to disclose any Information under clause 3(d)

above, the Receiving Party shall (in each case and to the extent not prohibited in law):

- a provide the Disclosing Party with prompt written notice of such requirement or obligation (together with a copy of any relevant access request, court order or other evidence giving rise to such belief) in advance of the required disclosure, to enable the Disclosing Party to seek appropriate protective relief and/or to take other steps to resist or narrow the scope of any required disclosure;
- b where it is not permitted in law to notify the requirement for disclosure in advance of the required disclosure, notify the Disclosing Party as soon as reasonably practicable after the disclosure confirming the nature of and extent of the disclosure; and
- c co-operate with the Disclosing Party with respect to such matters,

and in any event disclose only such Information as it has ascertained, after taking legal advice, it is legally compelled to disclose.

- 5 The ETI shall be entitled to disclose or make available any Information it receives from the Respondent to:
 - a such of the ETI Affiliates, and either the ETI's or the ETI Affiliates' employees, officers, secondees, agents, consultants, subcontractors, proposed subcontractors, professional advisers and proposed professional advisers where such disclosure is necessary for the Purpose, provided that all such aforementioned persons to whom any Information is disclosed by the ETI are bound by obligations of confidentiality and the ETI shall be responsible for breaches of the obligations by such persons. Each ETI Affiliate may enforce this clause in accordance with the Contracts (Rights of Third Parties) Act 1999; and
 - b the Department of Business, Innovation and Skills (or other relevant government department), the European Commission and such other bodies and/or individuals (including without limitation professional advisers) as may reasonably be required for the notification of, to seek advice in relation to, as part of an assessment of, or otherwise in relation to, State aid.
- 6 The Respondent shall be entitled to disclose or make available any Information it receives from the ETI to such of its employees, officers, consultants, subcontractors, proposed subcontractors and professional advisers where such disclosure is necessary for the Purpose provided that all such persons to whom any Information is disclosed are bound by obligations that are no less restrictive than those in this Agreement. The Respondent shall be responsible for breaches of the obligations by such persons.
- 7 Each Party as Receiving Party expressly agrees and accepts that, except in the case of fraud, no representation or warranty, express or implied, is made by the Disclosing Party as to the accuracy, completeness, reasonableness or otherwise in respect of the use of the Information, and that neither the Disclosing Party or any of its affiliates nor any of its or their respective employees, officers, secondees, agents, consultants, subcontractors and professional advisers (as applicable) shall have any liability to the Receiving Party as a result of the Receiving Party's possession or use of the Information.
- 8 The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Agreement, but shall be in addition to all other remedies available at law or equity.
- 9 No rights or obligations other than those expressly set out in this Agreement are to be implied and nothing contained in this Agreement:
 - a constitutes an offer by or on behalf of the Disclosing Party; or
 - b confers upon the Receiving Party a licence or other transfer of rights in respect of any Party's interest in any Information or in any present or future patent or patent application;

or

- c affects the present or prospective rights of the Disclosing Party under the patent laws of any country or precludes the filing or prosecution of any patent applications by the Disclosing Party.
- 10 This Agreement represents the entire agreement between the Parties in relation to the subject matter contained herein and supersedes all other agreements and representations, whether oral or written, between the Parties relating to such subject matter. This Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each Party. Each Party also agrees that it shall have no remedies or claims under this Agreement for any innocent or negligent misrepresentation based on statements made prior to the Effective Date.
- 11 The Parties agree that the ETI may disclose that the Respondent is involved in discussions with the ETI and the subject matter of the discussions provided that the ETI will provide a copy of any press release or other announcement to the Respondent and seek the approval of the Respondent prior to its publication or release. Other than as set out in this clause, neither of the Parties will make any public announcements, statements or otherwise publicise the subject matter of this Agreement (or its existence) without the prior written consent of the other Party and neither Party will use the business names or trade marks of the other Party in any way without that Party's prior written consent.
- 12 This Agreement shall come into force on the Effective Date and shall continue in full force and effect, notwithstanding the completion of the Purpose, for a period of seven years from the Effective Date unless extended, superseded or otherwise varied by a subsequent written agreement between the Parties.
- 13 It is not intended that a third party (other than an ETI Affiliate) should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14 The rights of the Disclosing Party under this Agreement are in addition to and not exclusive of rights under the general law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any right under this Agreement is not a waiver of that or any other right, partial exercise of any right under this Agreement shall not preclude any further or other exercise of that right or any other right under this Agreement and waiver of a breach of any term of this Agreement shall not operate as a waiver of breach of any other term or any subsequent breach of that term.
- 15 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- a the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - b the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
- 16 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties or to authorise one Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 17 Except as provided otherwise, no person may assign any of its rights under this Agreement or any document referred to in it.
- 18 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 19 This Agreement shall be construed in accordance with and governed by English law and the

Parties hereby submit to the non-exclusive jurisdiction of the English Courts.

The Parties have caused this Agreement to be executed by their duly authorised representatives.

ENERGY TECHNOLOGIES INSTITUTE LLP

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

Respondent	Signature
Company Name: Company No: Address of Company:	By: Name: Title:

The ETI will return a copy of the executed Non-Disclosure Agreement to the Respondent. Please provide the relevant name and address for this correspondence below.

Contact for return of executed Non-Disclosure Agreement	Send to [name]: At postal address:
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APPENDIX D – GLOSSARY

Term	Definition
Alternative Nuclear Technologies Project	ETI Project titled “Low Carbon Electricity Generation Technologies - System Requirements For Alternative Nuclear Technologies” and procured via RfP launched 27 th May 2014.
Arising IP	Any IP which is created by or for any Participant during the Project and/or for the purposes of the Project.
Background IP	Any IP which is owned or controlled by, or licensed to, the Participant and/or any Subcontractor, other than Arising IP.
Contracts for Difference	Long term contract mechanism being introduced by UK Government as part of Energy Market Reform to deliver stability in long term revenues where sought by project developers.
ESME	The ETI’s proprietary “Energy System Modelling Environment”.
ETI	The Energy Technologies Institute LLP, a limited liability partnership (Company no. OC333553) whose registered office is at Holywell Building, Holywell Way, Loughborough, Leicestershire LE11 3UZ.
ETI Investment	The amount to be made available by the ETI on a fixed price basis for the Project.
ETI Members	The ETI’s industry members (as identified on the ETI’s website from time to time), including affiliates of such members, and Her Majesty’s Government (including those public sector members identified on the ETI’s website from time to time).
Her Majesty’s Government / UK Government	Her Majesty’s Government, including but not limited to all of its departments and executive agencies and the devolved administrations of Scotland, Wales and Northern Ireland.
HSE	Health, Safety and Environment.
IP	Intellectual property / intellectual property rights.
Milestone	A Project milestone with defined constituent deliverables, associated deliverable acceptance criteria and milestone value (all to be proposed in the Respondent’s Proposal and subsequently negotiated/agreed in the Project Contract) which should be completed in order to reach the said Project milestone, and upon successful completion of which, subject to acceptance by the ETI that the milestone has in fact been reached, payment may be claimed from the ETI in accordance with the Project Contract.
Non-Disclosure Agreement (or NDA)	A non-disclosure agreement in the form provided at Appendix C.
Nuclear Insights Report	An insights report by the Energy Technologies Institute titled “Nuclear – the role for nuclear within a low carbon energy system”, available from the ETI website from Wednesday 7 th November.
Participant	An organisation which enters into the Project Contract with the ETI to deliver the Project (alone or with other organisations); for the avoidance of doubt, each organisation entering into the Project Contract with the ETI is a “Participant”; and references to “Participant” in the RfP do not include any Subcontractor(s).
Participant Funding	Funding to be provided by a Participant from its own resources and not dependent in any way on Third Party Funding.
Prime Contractor	A single Participant which alone contracts with the ETI to deliver the Project, using Subcontractors (as and to the extent agreed with the ETI).

Private Funding	Third Party Funding other than Public Funding.
Project	The ETI project entitled “SMR Deployment Enablers Project”, that is the subject of this RfP; the Project is also known (and referred to in this RfP) as the “Low Carbon Electricity Generation Technologies: Enabling Activities For The UK Deployment Of Small Modular Reactors Project”.
Project Commissioning Process	The ETI’s process for commissioning the Project, including as described at Section 5.
Project Co-ordinator	The individual/role as described in Section 2.5 which Respondents may choose to include within their proposal for the SMR Deployment Enablers Project as an alternative to the role of Project Manager.
Project Contract	The contract, as described in Section 4.2, to be entered into between the ETI and the selected Respondent (as Sole / Prime Contractor, as appropriate) for delivering the Project.
Project Detailing and Contract Finalisation Stage	The second Stage of the Project Commissioning Process, as described at Section 5.2.
Project Manager	The individual/role as described in Section 2.5.
Project Objectives	The objectives of the Project, including as set out in Section 2.2
Project Outputs	The deliverables, results and other outputs of the Project, including the outputs and deliverables described at Sections 3.4 and 3.5.10.
Project Presentation	The final project presentation, described at Section 3.4 of the body of the RfP (see also Appendix A, Section 3.6).
Project Progress Report	The fortnightly Project progress report described at Section 3.4 of the body of the RfP (see also Appendix A, Section 3.7).
Project Purpose	The purpose of the Project, including as described in Section 2.2.
Project Summary Report	The Project Summary report that is a required output / deliverable of the Project (see Sections 3.4 of the body of the RfP).
Project Final Report	This is the complete report incorporating all deliverables produced during the project as described in section 3.5.9.
Project Team	The Participant(s) (Sole/Prime Contractor) and Subcontractors (if any), and (where required by context) the relevant personnel.
Proposal	The proposal to be submitted to the ETI in response to this Request for Proposals, including all information in the main body of the proposal, appendices and supporting documentation.
Public Funding	Third Party Funding provided by a public authority or agency.
Respondent	An organisation submitting a Proposal (or other documentation in response to this RfP) to the ETI (i.e. a proposed Sole/Prime Contractor); for the avoidance of doubt, references to “Respondent” in the RfP do not include any (proposed) Subcontractor(s)
RfP / Request for Proposals	This Request for Proposals.
Risk Register	See Section 5.3 (Risk Management) of Appendix A.
Selection Criteria	Criteria against which Proposals are evaluated (including as set out in Section 5.1.4)
Selection Panel	The selection panel described at Section 5.1.3.
Small Modular	An alternative nuclear technology to the large Gen III+ pressurised water and boiling water technologies with output of 1150 MWe and greater. For

Reactor / SMR	the purpose of this Project an SMR is a reactor with electrical power output of 300 MWe or less and suitable for deployment in multiples at one location to form a nuclear power station. The power station construction may involve the assembly of construction modules, which may in turn involve the factory construction of reactor modules in whole or part.
SMR Programme Design Manager / SPDM	The individual / role as describes at Section 2.5
Sole Contractor	A sole Participant which alone contracts with the ETI to deliver the Project on its own (without Subcontractors).
Stage	A stage of the Project Commissioning Process, as described at Section 5.
Statement of Compliance	The statement of compliance required by the ETI, as described at Section 7 and at Appendix A, Annex A3.
Subcontract	A contractual arrangement between a Participant and another organisation to which work for the Project has been subcontracted.
Subcontractor	An organisation which has a Subcontract.
Task	A significant activity or group of activities (often within a Work Package).
Third Party Funding	Funding provided to or for the purposes of the Project directly or indirectly by an organisation, person or entity other than the ETI or a Participant; for the avoidance of doubt, such third party person, organisation or entity shall include (i) any third party lending to a Participant, (ii) a Subcontractor, and (iii) any company or organisation in the same group to which the relevant Participant belongs.
Total Project Cost	The amount proposed by a Respondent as the total cost of the Project (proposed ETI Investment + Participant Funding + Third Party Funding, as appropriate).
WBS	Work Breakdown Structure
Work Package (WP)	A major section of the Project scope of work, which may be identified in order to break up the scope of work into separate manageable parts. A Work Package will usually consist of a number of Tasks.