



Department
for Environment
Food & Rural Affairs

Title: Research on Costs of INNs Impacts

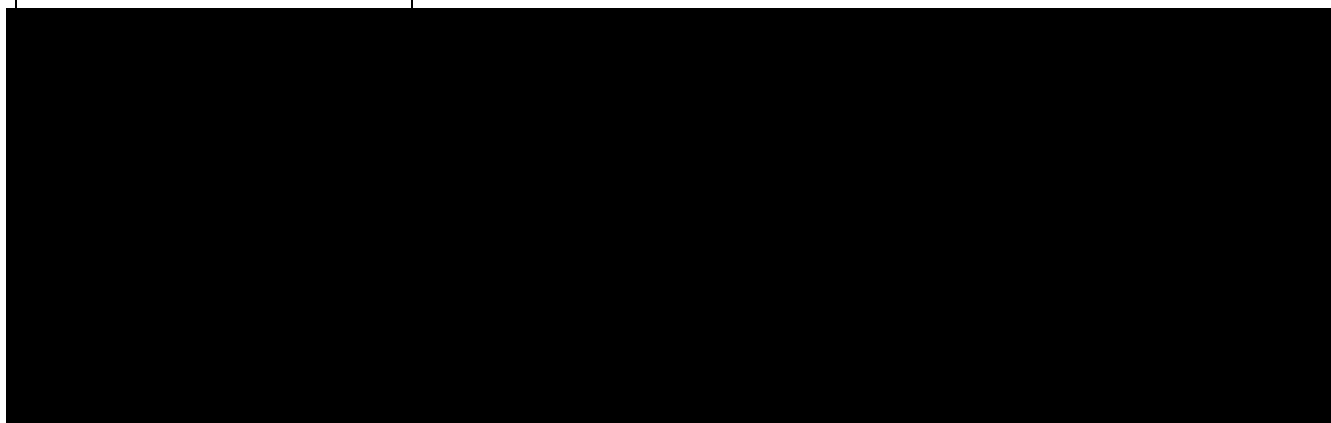
Project Number: C28388

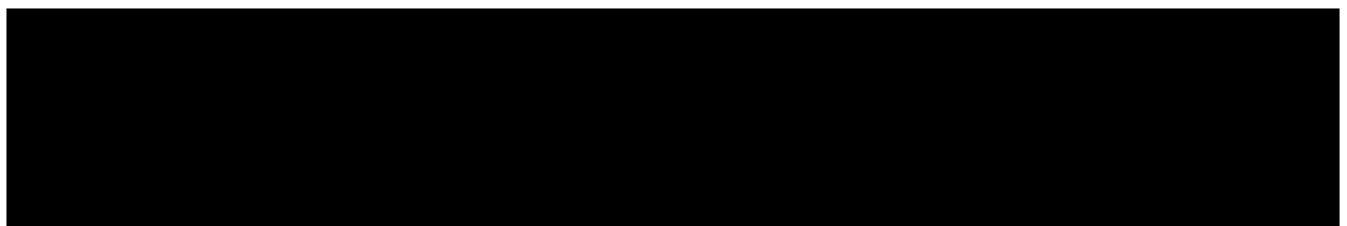
Contract Number: C29655

Order Form – Contract for Research and Development Goods and Services

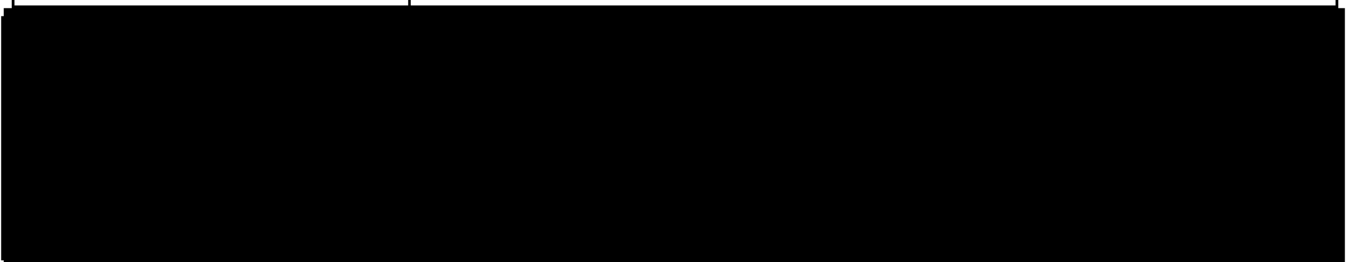
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| 1. Purchase Order Number | To be confirmed |
| 2. Customer | APHA Woodham Lane, Addlestone KT15 3NB |
| 3. Contractor(s) | Cambridge Environmental Consulting Limited 49 Caxton End Bourn Cambridgeshire CB23 2SS United Kingdom |
| 4. Co-Funder(s) | N/A |
| 5. Defra Group Members | The following Defra Group members will receive the benefit of the Deliverables: <ul style="list-style-type: none">• Animal and Plant Health Agency (APHA)• Core Defra Animal and Plant Health and Welfare Directorate |
| 6. The Agreement | <p>This Order is part of the Agreement and is subject to the terms and conditions appended at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <p>this Order;</p> <p>the terms and conditions at Appendix 1; and</p> <p>the remaining Appendices (if any) in equal order of precedence.</p> |

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| 7. Deliverables | Goods: N/A |
| | Services: See Appendix 2 and 3 – Specification / Description / Costings |
| 8. Milestone Delays | N/A |
| 9. Start Date | 18th July 2025 |
| 10. Expiry Date | 14 July 2026 |
| 11. Extension Period (Clause 5.2) | Due to unknown situation and/or other factors beyond the control of both parties; an option for an extension may be executed if it is necessary. Any extension must be agreed with the Authority and will be processed via a Contract Change Note (CCN) issued by DGC. |
| 12. Charges | The Charges for the Deliverables shall be as set out in Appendix 3 – Charges. Unless and to the extent otherwise expressly stated in Appendix 3, the Charges are fixed for the duration of the Agreement. |

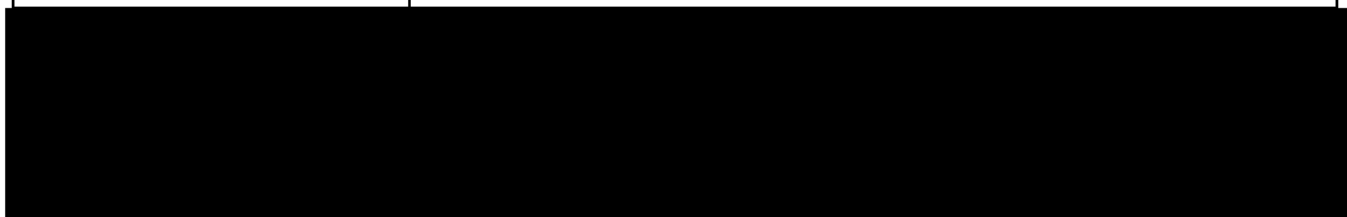




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| 16. Co-funder's Authorised Representative | Name: N/A Email: N/A Organisation: n/A Address: N/A or, in their absence, Name: N/A Email: N/A Organisation: N/A Address: N/A |
| 17. Optional Intellectual Property Rights ("IPR") Clauses | The Customer has chosen Option [[B]] in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. <i>Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</i> |

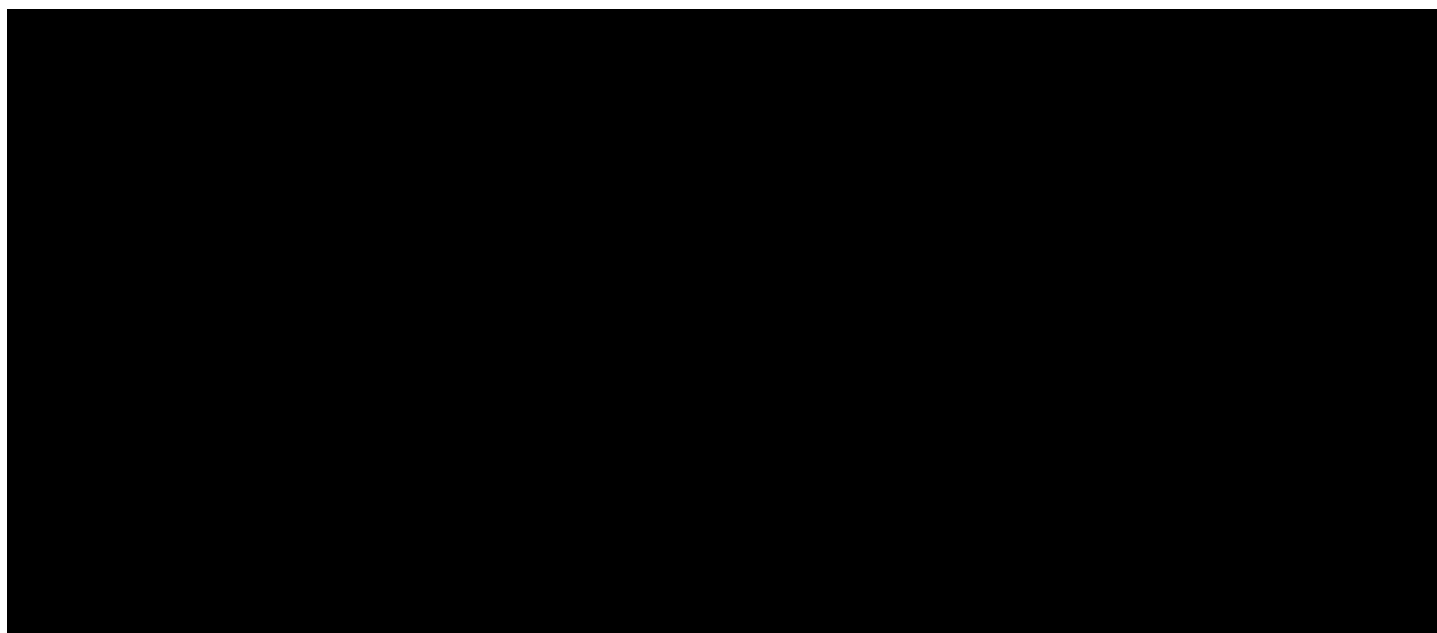


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| 19. Progress Meetings and Progress Reports | Within APHA, the project will be assigned a designated contract manager, who will be the regular point of contact with the Supplier. The project governance structure will consist of a small steering group consisting of water company representatives, and the contractor's nominated project manager will oversee the project. The successful Tenderer will be expected to appoint a Project Manager who will act as the principal point of contact for APHA and who will be jointly responsible for the day-to-day management of the project. The successful Tenderer will be required to regularly update the nominated APHA Project Manager on project progress. |
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| [Redacted] | |
| 22. Procedures and Policies | The new Defra group open access policy for research publications can be viewed on gov.uk at Research at Defra: open access policy for publications . |
| 23. Commercial Exploitation (Clause 11) | <p>Clause 11 (Commercial Exploitation) shall apply to this Agreement:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p> |
| 24. Special Terms | <p><i>24.1 Subject to Section 17, the Contractor may, with the consent of the Customer, publish new IPR belonging to the Customer in accordance with the normal academic practice for publication of research through academic and scientific journal submission and approval.</i></p> <p><i>24.2 All requests for consent to publish shall be directed to the Customer using the contact details provided below:</i></p> <div data-bbox="539 1585 1481 1861" data-label="Text">[Redacted]</div> <p><i>24.2 The Customer shall respond to any such request for consent within 30 days and shall not unreasonably withhold consent.</i></p> |

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| 25. Additional Insurance | N/A |
| 26. Further Data Protection Provisions | <p>The further data protection provisions as contained at Annex 1 of the Terms and Conditions are applicable to this Agreement where indicated below:</p> <p>Yes: <input checked="" type="checkbox"/></p> <p>No: <input type="checkbox"/></p> |



Appendix 1: R&D Terms and Conditions

The terms and conditions applicable to this requirement can be found on the website below;

[Research and Development Agreement Defra PA23.docx](#)

Appendix 2: Specification/Description

Project Summary

The GB Non-native Species Secretariat (NNSS, part of APHA) leads a project to reduce the spread and impacts of harmful invasive aquatic species, the Aquatic Biosecurity Partnership. Nine water companies have donated funding for this project over the last five years. The current project will end in March 2025 but contributing water companies are supportive of funding a follow-up project beginning in April 2025. To enable the NNSS and steering group to develop a work plan for the next phase of the project, the steering group has asked the NNSS to commission research to:

- quantify the current cost of invasive non-native species to the water industry
- identify and prioritise emerging INNS threats to water companies
- assess progress with previous recommendations and collaborative working, including the Aquatic Biosecurity Partnership project
- recommend the most effective measures for control of priority species

1. Overview of Requirement

1.1 Background

Invasive non-native species (INNS) are one of the top threats to global biodiversity, cost the British economy around £2 billion a year, and can harm human health and interfere with our way of life.

While terrestrial invasive non-native species are a serious issue, aquatic non-native species are particularly invasive and, once established, can be impossible to eradicate and extremely costly to manage. A [2016 report](#) estimated the cost of INNS to the UK water industry as at least £7.5 million per annum, a figure expected to rise as increasing numbers of invasive species arrive in the country. This report provided a series of recommended measures for water companies to reduce the impacts of INNS, covering prevention, management, control and eradication.

Following this report, the water industry has implemented measures to limit future costs, maintain services, and help protect the environment from INNS. Between 2017 and 2025, over £1 million has been invested by a group of water companies to tackle aquatic INNS in England (£450k invested by eight water companies between 2017 and 2020, and £600k by nine water companies between 2020 and 2025). Delivery of this work programme is led by the GB Non-native Species Secretariat (NNSS), overseen by the Aquatic Biosecurity Partnership, a steering group of contributing water companies and key Check, Clean, Dry partners who are supporting the project through their time and the activities of their organisation.

To enable comparisons over time, and support future work in the next phase of the Aquatic Biosecurity Partnership, the partnership now requires:

1. Information on the current costs of INNS to the UK water industry.
2. Recommendations for measures to reduce the impact of INNS in the freshwater environment.

2. Scope of Requirements

2.1 The key objectives of the research are to:

1. Quantify the cost of INNS to UK water companies.
2. Identify and prioritise emerging INNS threats to UK water companies.
3. Assess progress made by water companies in England and Wales with recommendations made in the 2016 report.
4. Assess progress with collaborative working between water companies in this area.
5. Recommend the most effective measures for control of priority species.

2.2 Specific tasks to be undertaken comprise:

1. Quantify the current direct and indirect costs of INNS to UK water companies, and:
 - a. provide figures for costs to water companies in England, and Wales
 - b. assess whether costs have increased since the previous report
 - c. estimate the likely trajectory of costs
2. Work with the steering group to develop a list of activities and assets of UK water companies and undertake an assessment of INNS that are considered relevant to these, to identify emerging threats. The assessment must be based on the best available knowledge, particularly with regard to existing known INNS in the UK and species anticipated to appear in the UK in the near future. It should take into account regional variations in England and Wales, and two future climate change scenarios (optimistic and pessimistic). The assessment should cover the following elements:-
 - Clarification on why each INNS is considered relevant to water companies (i.e. posing risks), why it is relevant, and when and how it could pose risks to the companies.
 - Prioritisation of the INNS, based on a justifiable criterion, for example, level of likelihood of threat or level of risks, in order to assist the companies in planning responses.
 - Identification and quantification of potential implications on water companies' operations and assets, for each of the INNS identified as relevant to the companies.
 - Whether and how nature-based solutions are affected by INNS, or how they could mitigate INNS risks
 - The challenge INNS pose to new and existing raw water transfers, especially given the Environment Agency's position
3. Undertake an assessment of progress made by water companies in England and Wales with each recommendation made in the [2016 report](#).
4. Undertake an assessment of progress made by water companies in England and Wales on collaborative working to improve biosecurity and reduce the impacts of INNS.
5. Produce a set of recommendations for controlling priority INNS.
6. Produce a report with the findings and recommendations of the project.

7. Produce an executive summary Power Point slides/presentation. This should be 5-6 slides that capture headline messages and can be used to explain the project and outputs to a non-technical audience.
8. Organise a workshop to present and disseminate the project findings to the NNSS and project steering group.

3. Methodology

3.1 Phase I: Preparation

- 3.1.1 Review development: The contractor will advise, consult and agree with the NNSS and project steering group on the review approach, including any analysis required, and make all agreed changes to this.

3.2 Phase II: Review

- 3.2.1 The Contractor will carry out the review using the approach agreed with the NNSS and project steering group.

3.3 Phase III: Analysis and reporting of results

- 3.3.3 The Contractor will produce a technical report consisting of:
 - the methodology used and a clear explanation of how any analysis were calculated
 - full written analysis of the results, including a series of recommendations for water companies
 - a full set of any tabulations used in the analysis.
- 3.3.1 The Contractor will produce a draft version of the report for the NNSS and project steering group four weeks before the final report is due.
- 3.3.4 The Contractor will supply the NNSS and project steering group with electronic copies of:
 - the initial results as a Word file
 - the final report as a Word file
 - the full set of any tabulations produced for analysis in the preliminary and final reports as Excel compatible spreadsheets
 - the complete set of any data used (compatible with SPSS), together with the necessary explanatory meta-data, and any derived data fields, which would enable the weighting of the results to be reproduced.

4. Publication and use of the results

4.1 The results will be published on the NNSS and UKWIR websites. The Contractor should be aware, however, that no reports or details of this research study are to be published or released without the prior approval of the project steering group. Consent will not be withheld or delayed without good reason. Note that the contractor's report, the information it contains, and the full data set will become the property of Defra.

5. Management and reporting

5.1 The nominated officer from the NNSS, a small steering group consisting of water company representatives, and the contractor's nominated project manager will oversee the project. It will be necessary to meet to agree the work programme. Brief regular reports of progress during the conduct of the survey will be required. The group will meet online on approximately four occasions.

6. Timescales

| Task | Time from start of contract |
|--------------------------------|-----------------------------|
| Phase I: Complete preparation | 4 weeks |
| Phase II: Complete review | 10 weeks |
| Phase III: Supply draft report | 13 weeks |
| Phase III: Supply final report | 17 weeks |

7. Milestones and Payment Schedule

These figures are indicative. We will work with the successful tenderer to arrange an appropriate payment schedule.

| Deliverable / Milestone | Dates | Payment Schedule |
|--|--------------------------|------------------|
| Project inception and detailed scoping | Mid - July 2025 | |
| Milestone 1: Complete preparation | 4 weeks from start date | |
| Milestone 2: Complete review | 10 weeks from start date | |
| Milestone 3: Draft report supplied | 13 weeks from start date | 50% |
| Milestone 6: Final report | 17 weeks from start date | 50% |

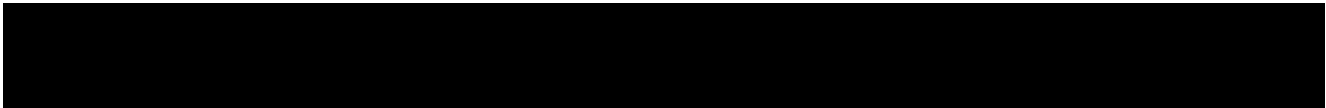
8. Payment

Payment will be done in two (2) stages by invoicing for progress of tasks in line with project above milestones agreed with the successful bidder following award of the contract.

9. Quality Assurance

Evidence used in preparing the final report has been collected, processed and published with rigour and that appropriate quality assurance (QA) processes are in place, and embedded, within the contracting organisation. The Contractor will provide Defra with relevant assurances around QA procedures and/or certifications from recognised standards providers (e.g. ISO) when required. Defra will review and assess quality assurance by internal and external peer review before final approval of outputs presented by the Contractor.

Appendix 3: Charges



- 2. The Authority shall pay all sums due to Cambridge Environmental Consulting Limited within 30 days of receipt of a valid invoice.
- 3. The invoice must include a valid purchase order number (PO Number) and the details (name and telephone number) of customer contact (i.e. APHA/Defra Contract Manager).
- 4. To avoid delay in payment it is important that the Contractor submit a compliant invoice. Any non-compliant invoices received will be returned to the Supplier, which may lead to a delay in payment.
- 5. The Authority is liable to the Contractor only for their respective payment in accordance with this schedule.
- 6. Any overpayment to the Contractor made by the Authority, whether of Project price or of VAT, shall be a sum of money recoverable by the Authority from the Contractor.

Table 1: Total Project Costs

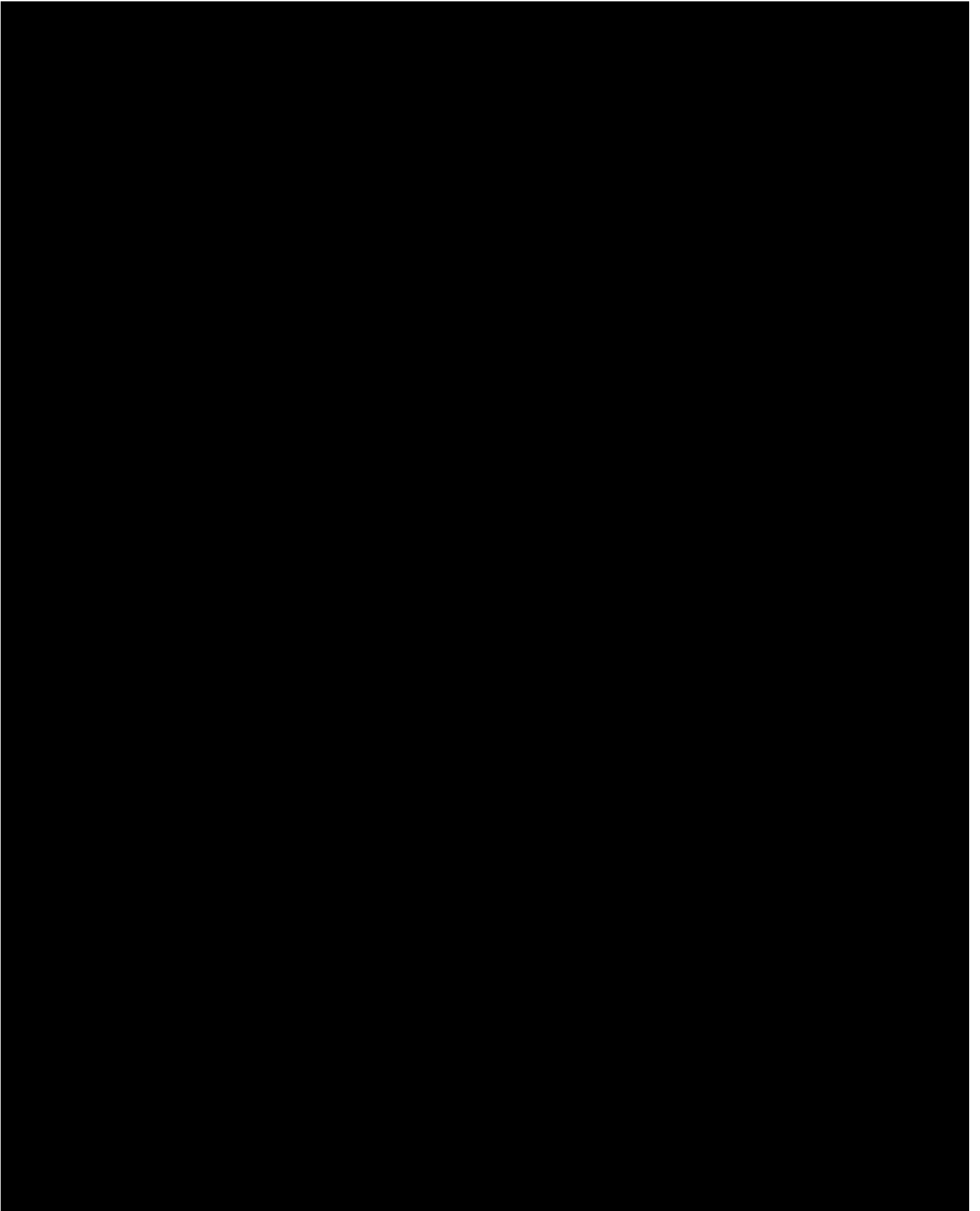
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Table 2: Milestone

The following dates and deliverables by APHA and the contractor together.



Appendix 4: Supplier Proposal



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The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the conclusions and implications of the findings.

The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants, and the results were analyzed using statistical software. The findings of the study indicate that there is a significant relationship between the variables being studied.

The results of the study suggest that the research objectives have been achieved. The findings have important implications for the field of study, and they provide a basis for further research.

In conclusion, the study has shown that the research objectives have been achieved, and the findings have important implications for the field of study. The study provides a basis for further research, and it highlights the need for continued research in this area.

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Appendix 5: Processing Personal Data

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

4. The Contractor shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

| Data Processing descriptor | Narrative |
|--|---|
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor in accordance with Clause 15. |
| Subject matter of the processing | <i>The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a series of key stakeholder workshops and one-to-one interviews</i> |
| Duration of the processing | Processing will take place for the duration of the contract: 18/07/2025 to 14/07/2026 . Data will be retained for the statutory minimum required by the contract, i.e., six years. Scientific research data will be retained indefinitely in order to be available to the research community. |
| Nature and purposes of the processing | <i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)</i> |
| Type of Personal Data | <i>May include: name, address, telephone number, images</i> |
| Categories of Data Subject | <i>Volunteer stakeholders, staff, consultants</i> |

| | |
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| <p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p> | <p>Collected data will be retained for the statutory minimum of 6 years, unless the data are needed for scientific research purposes, in which case those will be held indefinitely. Where appropriate the latter will be anonymised. All data to be destroyed will be deleted from the Contractor's computer system i.e., emails, servers and back-ups.</p> |
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Appendix 6: Performance Management Framework

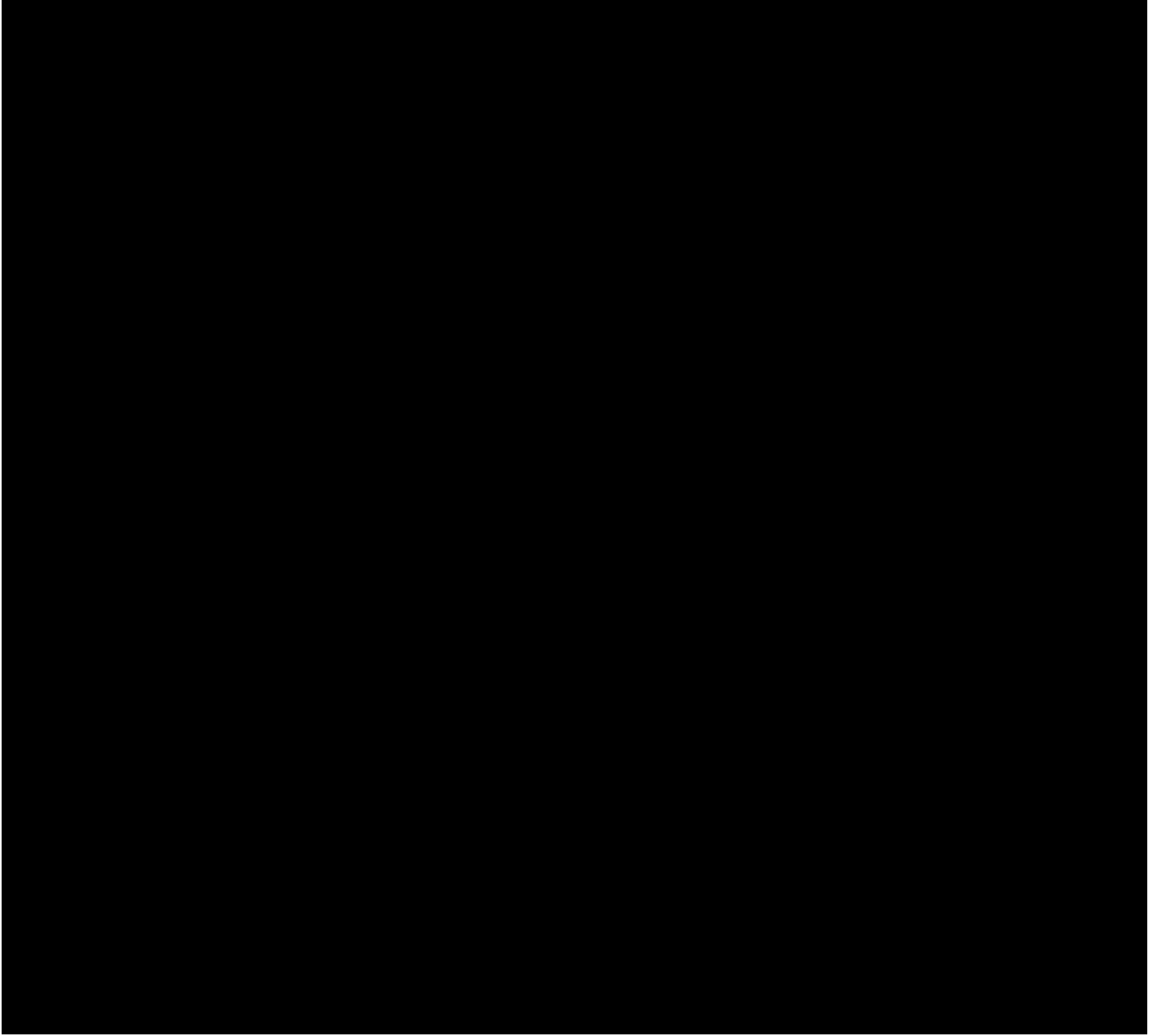
1. Overview of the PMF

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

2. Management of the PMF

- 2.1. Key Performance Indicators (KPI's) shall be monitored on a regular basis and shall form part of the contract performance review. Performance of KPI's will be reported by the Contractor to the Authority on monthly basis. The Contractor shall detail performance against KPI's in Monthly Reports and at quarterly Contract Meetings with the Authority, who will review this and make comments if any.
- 2.2. The Contractor shall maintain their own management reports, including a Risk and Issues Log and present these as requested by the Authority at any meeting requested by the Authority.
- 2.3. Any performance issues highlighted in these reports will be addressed by the Contractor, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request.
- 2.4. Key Performance Indicators (KPIs) are essential to align Contractor's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs must be realistic and achievable; they also must be met otherwise indicating that the service is failing to deliver. The successful Contractor will ensure that failure and non-performance is quickly rectified.
- 2.5. The Authority reserves the right to amend the existing KPI's detailed in appendix 7 below or add any new KPI's. Any changes to the KPI's shall be confirmed by way of a Contract Change Note.

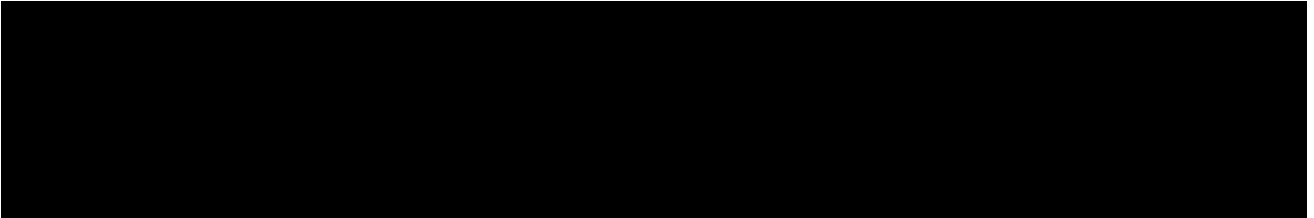
Appendix 7: Key Performance Indicators



Appendix 8 - NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made the 18th day of July 2025 (the "Commencement Date")

BETWEEN:



(each a "Party" and together the "Parties").

WHEREAS:

- (a) The Contractor has contracted with the Secretary of State for Environment, Food and Rural Affairs (the "Authority") on behalf of APHA to provide goods and/or services to the Authority in an agreement dated [insert date] (the "Contract").
- (b) The Contract places an obligation of confidentiality on the Contractor. The Disclosee is a consultant of the Contractor engaged in the provision of certain goods and/or services to the Authority in support of or in connection with the goods and/or services to be provided by the Contractor under the Contract.
- (c) The Disclosee may therefore, have communicated to it, certain Confidential Information belonging to the Authority which is proprietary and must be held in confidence. Accordingly, the Contract requires the Contractor to ensure that the Disclosee enters into a non-disclosure agreement with the Contractor on the terms set out herein.
- (d) Any Confidential Information disclosed by the Authority or the Contractor to the Disclosee, whether contained in original or copy documents, will at all times remain the property of the Authority together with all notes, memoranda and drawings that have been made as a result of access to such Confidential Information.

NOW IT IS AGREED as follows:

Definition and Interpretation

1. In this Agreement:

- a) "Confidential Information" means: any information which has been designated as confidential by the Authority in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) whether commercial, financial, technical or otherwise including (without limitation) information belonging to or in respect of the Authority which relates to research, development, trade secrets, formulae, processes, designs, specifications, the Authority data, internal management,

information technology and infrastructure and requirements, price lists and lists of, and information about, customers and employees, all materials and information belonging to third parties in respect of which the Disclosee owes obligations of confidence; information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, intellectual property rights or know-how of the Authority and all personal data within the meaning of the General Data Protection Regulation (Regulation (EU) 2016/679); whether or not that information is marked or designated as confidential or proprietary; whether arising prior to, on or after the Commencement Date;

- b) “Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
- 2. In construing this Agreement the general words introduced or followed by the word include(s) or including or in particular shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- 3. Unless the context requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.
- 4. Reference to any legislative and statutory requirement or similar instrument shall be deemed to include reference to any subsequent amendment to them.
- 5. References to any person shall, as the context may require, be construed as a reference to any individual, firm, company, corporation, government department, agency, or any association or partnership (whether or not having a separate legal personality).

CONFIDENTIALITY

- 6. The Disclosee undertakes to: keep confidential all Confidential Information and safeguard it accordingly; and that any Confidential Information supplied will not be used by it for any purpose other than in connection with the Contractor’s delivery of the goods and/or services under the Contract without the prior written permission of the Authority.
- 7. The Disclosee will take all necessary precautions to ensure that the Confidential Information is held in confidence and will provide proper and secure storage for all information and any papers, drawings or other materials which relate to or are compiled from such information.
- 8. The Disclosee shall, with respect to any Confidential Information it receives directly from or on behalf of the Authority or from the Contractor, comply, with all instructions and/or guidelines produced and supplied by or on behalf of the Authority from time to

time for the handling and storage of Confidential Information, generally or for specific items.

9. The Disclosee will not disclose any Confidential Information or any part thereof to any third party.
10. Where the Disclosee is an employee, breach of the obligations set out herein in this Agreement shall be a cause of disciplinary proceedings, and the Contractor shall institute and enforce such disciplinary proceedings as against the Disclosee in relation to such breach.
11. Where the Disclosee is a professional advisor or consultant, breach of the obligation set out herein shall entitle the Contractor to terminate the contract of engagement with the Disclosee immediately, and the Contractor shall enforce such right of termination as against the Disclosee in relation to such breach.
12. All Confidential Information in tangible form received hereunder together with all copies thereof shall be destroyed or returned immediately to the Contractor or where so required by the Authority and notified to the Disclosee, to the Authority, upon request or upon completion of the task for the purposes of which such Confidential Information was released.
13. The Confidential Information will not be used by the Disclosee for any purpose or in any way other than under this Agreement.
14. The following circumstances shall not constitute a breach of the obligations of confidentiality contained in this Agreement:
 - 14.1 Disclosure of Confidential Information by the Disclosee when required to do so by Law or pursuant to the rules or any order having the force of Law of any court, of competent jurisdiction;
 - 14.2 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information has, except as a result of breach of confidentiality, become publicly available or generally known to the public at the time of such disclosure;
 - 14.3 Disclosure of Confidential Information by the Disclosee where and to the extent that the Confidential Information is already lawfully in the possession of a recipient or lawfully known to it prior to such disclosure;
 - 14.4 Possession of Confidential Information by the Disclosee where it has been acquired from a third party who is not in breach of any obligation of confidence in providing that Confidential Information;
 - 14.5 Disclosure of Confidential Information by the Disclosee where it has been independently developed without access to that Confidential Information;

provided that, in no event shall information relating to the affairs of any identifiable person be disclosed or released from the obligations herein without the prior written consent of the Authority.

15. The Disclosee shall: notify the Contractor and the Authority promptly of the date and circumstances of the loss or unauthorised disclosure, if any, of the Confidential Information or any part of the Confidential Information and in addition, the action being taken to rectify that loss or unauthorised disclosure.
16. The obligations contained in this Agreement shall continue until notified in writing by the Authority or the Confidential Information becomes public knowledge (other than by breach of the terms of this Agreement).
17. No licence of any intellectual property rights (including but not limited to patent rights, copyrights, trademarks and rights in proprietary information and/or know-how and whether registrable or unregistrable) is granted hereby, beyond that necessary to enable use of the Confidential Information for the purpose for which the Confidential Information was released.
18. Nothing in this Agreement shall be construed as compelling any of the Parties to disclose any Confidential Information or to enter into any further contractual relationship with any other party.
19. No representation or warranties are given regarding the accuracy, completeness or freedom from defects of the Confidential Information or with respect to infringement of any rights including intellectual property rights of others.
20. Without affecting any other rights or remedies that the other Parties may have, the Disclosee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of any of the provisions of this Agreement.

GENERAL

21. No failure or delay by any Party to this Agreement in exercising any of its rights hereunder shall operate as a waiver of such rights, nor shall any single or partial exercise preclude any further exercise of such rights. Any waiver by a Party of any breach or non-compliance with any term of this Agreement shall not constitute a waiver of any subsequent breach of non-compliance with the same or any other term of this Agreement.
22. No Party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the Authority.
23. Any notice under this Agreement shall be in writing and shall be delivered by post, fax or e-mail to the address of the Party in question set out at the beginning of this Agreement or such other address (or e-mail address or fax number) as the Parties may notify one another from time to time.
24. No term of this Agreement shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement other than the Authority. The Parties shall only with the prior written consent of the Authority be entitled to vary any of the provisions of this Agreement without notifying or seeking the consent of any third party and the rights conferred by section 2 of the Contracts (Rights of Third Parties) Act 1999 are excluded.

25. This Agreement shall be governed by and shall be interpreted in accordance with the laws of England.
26. The courts of England have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and accordingly that any proceedings, suit or action arising out of or in connection therewith shall be brought in such courts.

This Agreement has been entered into on the date first written above.

