

Clarification Questions: ‘Reducing conservatism in underwater noise assessments (ReCon)’ project for the Carbon Trust’s Offshore Renewables Joint Industry Programme (ORJIP) for Offshore Wind

	Clarification Question	Response
1)	We think that it is very challenging to collect the database in WP2, especially if we have to negotiate NDAs with individual data owners. How many data sets are we expected to include?	<p>There is no prescribed minimum or maximum number of data sets, and tenderers are asked to demonstrate their understanding of the project needs by including a list of data sources that they would recommend to be included in the project.</p> <p>The project timelines account for the need for time to acquire any datasets for the project. Publicly available data will require no NDA but where an NDA is required, the Carbon Trust will facilitate this process to agree the NDA in a timely manner.</p>
2)	The database to be created as part of WP4 implies a large number of data sets and contributors. Will this database be made public? If so, we expect even harder negotiations with the data owners in WP2.	<p>The publication of project outputs will be subject to internal governance protocols of the ORJIP Offshore Wind programme that will be considered on a case by case basis.</p> <p>Any non-public data used within the project is likely to be subject to a confidentiality undertaking and the decision to publish the WP4 database will need to account for this.</p>
3)	Will ORJIP be able to provide assistance and/or template agreements with respect to data sharing and confidentiality agreements etc?	The Carbon Trust as PMO for the ORJIP Offshore Wind programme will be able to facilitate data sharing between contractors and data owners subject to the needs of both parties with respect to any confidentially undertaking. This is expected to be in line with standard practice applied across our Joint Industry Programmes and standard NDAs can be used subject to approval by both parties.

		<p>However, the ITT places emphasis on a contractor’s ability to identify data sources, including publicly available data or data held by the contractor, that could be used within the project to meet its objectives.</p>
4)	<p>Is there already an up-to-date database that lists at least meta data of all (UK) projects like name of OWF, involved companies (operators / installation contractors), number of piles, maximum measured SPL that will be made available?</p>	<p>In proposals, tenderers should list all sources of information that they will require in the delivery of the project, the data owners, and potential limitations of gaining access and/or using that data. For the purpose of this ITT, ORJIP Offshore wind are unaware of any database.</p>
5)	<p>Given that the ORJIP steering group (and other members of ORJIP) will consist of representatives from the various wind developers, can we expect that the data from these developers will be made available to us as a part of the project with minimal “effort” required from the project?</p>	<p>The Carbon Trust as PMO for the ORJIP Offshore Wind programme will be able to facilitate data sharing between contractors and data owners, such as Offshore Wind developers, subject to the needs of both parties with respect to any confidentiality undertaking. This is expected to be in line with standard practice applied across our Joint Industry Programmes and standard NDAs can be used subject to approval by both parties. The purpose of WP2 is to allow the time for the contractor to agree any confidentiality undertaking with data owners if such data has been identified and agreement reached that such data would be beneficial towards the project.</p> <p>However, the ITT places emphasis on a contractor’s ability to identify data sources, including publicly available data or data held by the contractor, that could be used within the project to meet its objectives.</p>
6)	<p>Will the steering group be able to provide details of the engineering contractors who have either installed piles or undertaken underwater noise measurements for the various UK (and international) wind developments for which they or their affiliated companies have installed?</p>	<p>In proposals, tenderers should list all sources of information that they will require in the delivery of the project, the data owners, and potential limitations of gaining access and/or using that data. Where information from data owners or ORJIP Offshore Wind partners is required, such requests will be facilitated through the projects delivery by the Carbon Trust.</p>

7)	<p>The work requested requires access to reports of previous underwater noise assessments for offshore wind developments, including both modelled predictions in EIAs and measured data during construction. Will ORJIP and the developers facilitate access to such reports?</p>	<p>In proposals, tenderers should list all sources of information that they will require in the delivery of the project, the data owners, and potential limitations of gaining access and/or using that data. Where information from data owners or ORJIP Offshore Wind partners is required, such requests will be facilitated through the project's delivery by the Carbon Trust.</p>
8)	<p>The ITT mentions the potential for NDAs to be signed with data providers. These can take time and effort to set up and agree, and can be restrictive in terms of what data is released publicly. Does ORJIP have provisional agreements with any data providers? Have any potential data providers already indicated willingness to participate in the project?</p>	<p>The Carbon Trust as PMO for the ORJIP Offshore Wind programme will be able to facilitate data sharing between contractors and data owners, such as Offshore Wind developers, subject to the needs of both parties with respect to any confidentiality undertaking. This is expected to be in line with standard practice applied across our Joint Industry Programmes and standard NDAs can be used subject to approval by both parties. The purpose of WP2 is to allow the time for the contractor to agree any confidentiality undertaking with data owners if such data has been identified and agreement reached that such data would be beneficial towards the project.</p> <p>However, the ITT places emphasis on a contractor's ability to identify data sources, including publicly available data or data held by the contractor, that could be used within the project to meet its objectives.</p>
9)	<p>The ITT requests that comparisons are made between predicted and actual data. However, no assessment is requested of whether the approaches are scientifically sound, whether they follow the best scientific practice, or international standards (where available). Is the intention that an independent scientific assessment of the quality of the work be undertaken?</p>	<p>The project aims to identify potential overestimation (and underestimation if any) within the pre-construction assessment process, by using data recorded during the construction process to interrogate any difference between modelled and actual data. Where differences exist, the project will aim to justify any amendments to the assumptions used or processes followed during the modelling. Tenderers are expected to define in their proposal how they intend to meet this project outcome.</p>

10)	Is the intention to cover only UK developments, or to include data from outside the UK where relevant (Europe and the USA)?	Data sources are not constrained to the UK. However, as the ORJIP OSW Partners have significant interest in the UK market we have asked that any data sources outside of the UK should have environmental conditions (sediment, water depth, temperature/salinity profiles etc) comparable with UK waters, or that are informative in the UK context.
11)	Can you confirm that the scope covers only noise from pile driving, and not other sources?	We can confirm that the focus of the project is on pile driving. Any outputs that have applicability to other others noise sources are seen as a potential co-benefit, but not the focus of this scope.
12)	A total of 7 work packages seems excessive for a project of this type. Are all bidders expected to follow the work package plan precisely?	Tenderer's are invited to propose any Alternative Work and/or Additional Work (please see 'Important Information for Bidders, clause 4.2) with clear justification for doing so.
13)	There are a number of Go / No Go decision points built into the WPs. Do you envision that the project would be abandoned at one of these decision points (for example, if sufficient data is not available)?	ORJIP Offshore Wind is progressing agreed priority research that is needed to reduce consenting risk for offshore wind. Go/No go decision points are used to ensure a project is progressing in line with the original aims. At each go/no-go milestone a review of the work to-date will be performed to determine if the planned (or an alternative) scope of work can be delivered that offers the intended value to the ORJIP Offshore Wind partners. The project will only be terminated if there is insufficient confidence that value can be delivered and such termination is subject to the contractor's conditions included within the ITT packages.
14)	In WP1, section "activities", the first two points are unclear to us: - Collate documentation on noise assessment <i>processes</i> for the installation of offshore wind farms over a wide geographical area with environmental conditions (sediment, water depth,	In this context, the 'process' refers to the noise predictions undertaken as part of the Environmental Impact Assessment, as well as to construction monitoring as stipulated on a wind farm license.

	<p>temperature/salinity profiles etc) comparable with UK waters or that are informative in the UK context.</p> <ul style="list-style-type: none"> - Analyse the available reports for <u>all steps in the process, from particular regulatory requirements</u> to selection of modelling parameters. <p>Could you please explain what the meaning of “processes” is and what exactly is meant by analysing particular regulatory requirements / selection of modelling parameters?</p>	<p>In WP1, the contractor is expected to review the current approach to noise predictions and data gathering, both from a regulatory and industry (e.g. current best-practice) viewpoint.</p>
<p>15)</p>	<p>There is a requirement to undertake a peer review of the written output. Is it envisaged that this would be achieved by submission of a paper to a peer-reviewed journal? It may be difficult to get a review of reports from the grey literature accepted without a more substantial technical appraisal of the reviewed work – and perhaps some original modelling work for comparison. Or is it your intention that the consortium establish a peer review committee of its own for the final report?</p>	<p>The requirement for peer review is consistent across all ORJIP OSW projects, and in proposals tenderers should set out their approach for doing so. If it is deemed unachievable with the current scope of work, tenderers should provide clear justification and are encouraged to propose Alternative Work and/or Additional Work (please see ‘Important Information for Bidders, clause 4.2) that they deem necessary for achieving peer review.</p>
<p>16)</p>	<p>Can you confirm that the Carbon Trust will assume full ownership of all Intellectual Property Rights arising from the Contract?</p>	<p>As per the Contractors conditions included in the ITT package, unless otherwise stated within the Contract, the Carbon Trust will assume full ownership of all Intellectual Property Rights arising from the Contract and the ORJIP Offshore Wind Parties will be granted early access to all new innovative solutions that may arise under the Contract, including any of the Contractor’s existing concepts which are required to utilise any such innovative solutions, at a lower cost and under competitively advantaged circumstances.</p> <p>Clause 39 of the contractor’s conditions cover Intellectual Property Rights. Any request to amend the contractor's conditions should be included in the bidder’s response within Annex A of the Tender Certificate.</p>

<p>17)</p>	<p>Some of the liabilities are quite high for a project of such small value. Are they negotiable?</p> <p>For example, professional indemnity insurance in an amount of not less than £5,000,000 for each and every claim and employer’s liability insurance and in an amount of not less than £2,000,000 for each and every claim. And, for any breach of the contract, the contractor will be liable £1,000,000 – very high for a contract worth £60,000. There is also an uncapped liability with regard to a number of other issues (Corporate Matters and Anti-Corruption, Publicity and Protection of Information, Loss or Damage, Data Protection, etc).</p>	<p>Any request to amend the contractor’s conditions should be included in the bidder’s response within Annex A of the Tender Certificate.</p>
<p>18)</p>	<p>We note that the Carbon Trust demands a non-exclusive, non-transferable, irrevocable, worldwide, royalty free, perpetual licence (sub-licensable to the other ORJIP Offshore Wind Parties (with the right for each ORJIP Offshore Wind Party to sub-licence to its Affiliates and joint venture companies where permitted by the ORJIP Offshore Wind Agreement)) to the contractors Background Knowledge and IP for the purpose of the project but also for the future exploitation of the Results. Is this appropriate? Is it negotiable?</p>	<p>Any request to amend the contractor’s conditions should be included in the bidder’s response within Annex A of the Tender Certificate.</p>
<p>19)</p>	<p>The main contractor will also be liable if the other parties do not fulfil their obligations under this contract, which seems inappropriate. Is this necessary?</p>	<p>Any request to amend the contractor’s conditions should be included in the bidder’s response within Annex A of the Tender Certificate.</p>