



STORMWATER
AUSTRALIA

Stormwater Quality Improvement Device Evaluation Protocol (SQIDEP)

Body of Evidence (BOE) Submission Form

Body of Evidence Pathway for those Submitters that commenced Australian field testing prior to the release of **SQIDEP Version 1.3**, 31st December 2018..

Submitter/Claimant Information
Date:

Company Name	
Contact Name	
Address	
Phone Number	
Email	
Website	
Name of Technology	
Brief Description of the Technology	
Applicant Name	
Applicant Signature	
Witness Name	
Witness Signature	

NOTE:

1. Applicants should become thoroughly familiar with SQIDEP requirements prior to submitting this application. Stormwater Australia does **not** require all the items below, however, we strongly encourage the applicant to submit as much relevant information as possible to help facilitate the review process.
2. Submission for evaluation in accordance with the SQIDEP process is an acceptance of the terms outlined below.

Technology Information

<p>Pollutant Reduction Claim (Check all that apply)</p>	<p>Total Suspended Solids (TSS) _____%</p> <p>Total Phosphorus (TP) _____%</p> <p>Total Nitrogen (TN) _____%</p> <p>Total Petroleum Hydrocarbons _____%</p> <p>Gross Pollutants _____%</p> <p>Others, please detail:</p>
<p>Detailed Treatment Description (Check all boxes that correspond to the information you are including with your application)</p>	<p>Description of physical, chemical, and/or biological treatment functions</p> <p>Design drawings/dimensions</p> <p>Photographs</p> <p>Description of the materials the treatment is fabricated from</p> <p>Description of the device’s hydraulic capacity (Treatable Flow Rate)</p> <p>Description of hydraulic bypass process & method to demonstrate it</p> <p>Detailed description of the sizing/scaling methodology (e.g. sizes of units available, flow/m²., etc.)</p> <p>Explanation of site installation requirements (e.g. necessary soil characteristics, hydraulic grade requirements, depth to groundwater limitations, utility</p> <p>Description of any pre-treatment requirements or recommendations</p> <p>Maintenance procedures undertaken during monitoring</p> <p>Other:</p>

Testing Information

<p>Laboratory study data available?</p>	<p>Yes</p> <p>No</p> <p>If yes, briefly describe the study:</p>
<p>Check all the boxes that correspond to the study information you are including with your application.</p>	<p>Laboratory study plan/summary of tests</p> <p>Comparison of size of laboratory unit to typical field units/scaling information</p> <p>Flow rate(s) used for laboratory testing</p> <p>Water quality raw data</p> <p>Statistical analysis/reports</p> <p>Summary of water quality data and removal calculations</p> <p>Other:</p>
<p>Field study data available?</p>	<p>Yes</p> <p>No</p> <p>If yes, briefly describe the study:</p>
<p>Check all the boxes that correspond to the study information you are including with your application.</p>	<p>Field Monitoring methodology & protocol</p> <p>Site Location/s, impervious fraction, land use including photographs/videos</p> <p>Detailed description of monitoring program & equipment setup</p> <p>Criteria for qualifying events (e.g. minimum rainfall, flow, sample intervals, limits of detection)</p> <p>Method for accounting for scour and internal bypass</p>

	<p>Organisational Chart for all stages and responsibilities (e.g. site installation, sample collection, sample analyses, reporting, maintenance)</p> <p>Maintenance program & procedure implemented during monitoring</p> <p>Any items that may vary from SQIDEP, including explanation and justification</p> <p>Proposed MUSIC (or other software) node, and supporting justification</p> <p>Other:</p>
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Application Fee

BOE Application accepted?	<p>Yes \$26,500 excl. GST. Please send me an invoice.</p> <p>No</p>
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NOTE:

1. **Submittal of fee does not guarantee approval of the submitted BOE.**
2. **Any submitted information and data will remain confidential until completion of the SQIDEP assessment process.**

Submit completed application via email to:

Stormwater Australia at SQIDEPadmin@stormwater.org.au

Privacy Notice: Stormwater Australia is collecting Information from the Submitter for the purpose of administering the SQIDEP. Information may be shared with other State organisations in Australia for that purpose, to verify statements made.

Terms of Use & Disclaimer:

1. The Stormwater Quality Improvement Device Evaluation Protocol ("SQIDEP") was developed as a uniform set of criteria to which stormwater treatment measures can be field-tested and reported. The intent is to provide a consistent and scientifically defensible set of data on Best Management Practice ("BMP") designs and related performance. Use of submitted data or information contained in the Submissions to create an alternate, widely available (e.g. national or international) BMP data collection and management database is strictly prohibited unless special permission is obtained in writing from Stormwater Australia (SWA).
2. Evaluation of submitted information does not, and will not into the future, include a recommendation of one treatment technology over another. Evaluation panels are tasked with verifying the Claims made by the Submitter. The onus remains with the Submitter to provide sufficient information to support that verification process. SWA, and its agents, does not endorse any treatment technology over another, and Verification Reports resulting from SQIDEP evaluation should not be interpreted or reported as the recommendations or endorsement of SWA or its agents.

3. Submission for evaluation in accordance with the SQIDEP process is an acceptance of these terms.
4. Catchment Data
 - a. By submitting for assessment in accordance with SQIDEP, Submitters grant a perpetual, royalty-free, non-exclusive, non-transferable license for Stormwater Australia (SWA) to use the catchment runoff (influent) data (including rainfall, flow and water quality data) for further research, academic publishing and industry advancement.
5. Confidential Information
 - a. SWA (and its agents) will consider all submitted information, excluding that identified in 4, as Confidential Information.
 - b. SWA (and its agents) must use the Confidential Information solely for the purpose for which it was submitted and for no other purpose whatsoever, without the prior written consent of the Submitter, which the Submitter shall be at the liberty to consent or decline in its discretion.
 - c. If the Submitter learns or believes that any unauthorised person has come into possession of any part of the Confidential Information, or has made any improper or unauthorised use of the Confidential Information, the Submitter must immediately report full details to SWA and provide assistance and information that may be requested with respect to the breach.
6. Warranties
 - a. The Submitter and SWA acknowledge that there are no terms or warranties binding upon or between SWA and the Submitter.
 - b. SWA (and its agents) makes no warranty, undertaking or understanding to the Submitter regarding the outcome of the Evaluation.
 - c. To the full extent permitted by law, there are no statutory warranties binding upon SWA.
7. Indemnity and Release
 - a. The Submitter releases SWA, its Directors, agents, employees, and sub-contractors from and against all actions, claims, proceedings or demands in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential financial loss) arising out of the Evaluation.
 - b. To the full extent permitted by law, SWA, its Directors, agents, employees, and sub-contractors will not be liable to the Submitter for any special, indirect or consequential financial loss arising out of the Evaluation.
 - c. SWA's maximum liability to the Submitter shall be the refund of the submission fees, if a properly made Verification Report is not provided within a timely fashion.
 - d. The Submitter indemnifies and shall continue to indemnify SWA, its Directors, agents, employees and sub-contractors from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising out of the Evaluation process.
 - e. The obligation to indemnify SWA, its Directors, agents, employees and sub-contractors set out in 5c is a continuing obligation separate and independent of other obligations, and shall survive indefinitely.
8. Dispute Resolution
 - a. Dispute Resolution will be in accordance with the following steps:
 - i. Written notice of a dispute shall be submitted to SWA, including detailed areas of dispute, and nomination of an appointed representative with the authority to resolve the dispute in all respects, and to bind the Submitter to any resolution of the dispute;
 - ii. Within 20 business days of the notification of the dispute, or unless agreed otherwise, the Submitter must meet with the Governance Panel (or its appointed representative/s) either in person or via video/teleconference, in order to use their best endeavours to reach agreement on a timetable and outline areas of dispute;
 - iii. Within 30 business days thereafter, or unless agreed otherwise, meet with the Governance Panel and the Independent Auditors involved in the evaluation of their submission to discuss and resolve any areas of dispute. The Governance Panel and Independent Auditors may request additional information to assist in understanding the areas of dispute during this timeframe;
 - iv. Within 20 business days thereafter, or unless agreed otherwise, the Governance Panel will provide written and verbal advice of the outcome from the Dispute Resolution process.
 - v. Within 10 business days, Submitters must then advise SWA in writing whether they;
 - a. accept the recommendations of the Governance Panel and continue with the Evaluation Process; or
 - b. terminate the Evaluation Process and forfeit any submission, application or assessment fees paid.
 - vi. Failure to comply with the agreed timeline by the Submitter will result in the termination of the Dispute Resolution and Evaluation Processes by SWA.