



Ecological Services Framework 4 (EcoSF4)

Core Terms

Ecological Services Framework 4 (EcoSF4)

FRAMEWORK AGREEMENT No: C26158

Project: C21744 Ecological Services Framework 4 (EcoSF4)

Lot 4 – Fish Passage Design Services

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

OPERATION OF THE FRAMEWORK

The Framework Agreement will allow the Environment Agency and Defra (including any of its Arm Length Bodies) to place specific call-offs as and when required.

FORM OF AGREEMENT

FRAMEWORK AGREEMENT No: C26158

FRAMEWORK RELATING TO: Ecological Services Framework 4 (EcoSF4)

Framework Agreement dated 5th September 2024 between:

- (1) The Environment Agency whose principal office is at Horizon House, Deanery Road, Bristol, BS1 5AH ("EA"); and
- (2) WSP-Binnies JV of/whose registered address is Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR ("the Supplier") comprising of WSP UK Limited (Company Number 01383511) of/whose registered address is WSP House, 70 Chancery Lane, London, WC2A 1AF and Binnies UK Limited (Company Number 03163649) of/whose registered address is Spring Lodge, 172 Chester Road, Helsby, Cheshire, WA6 0AR.

IT IS AGREED as follows:

1. The provisions of the following documents form part of this Framework Agreement
 - The 'Core Terms' below and associated Appendix and Schedules ("the Core Terms")
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 11 (Processing Data)
 - Framework Schedule 3 (Framework Prices)
 - Framework Schedule 4 (Framework Management)
 - Framework Schedule 6 (Call-Off Award Procedure)
 - Framework Schedule 8 (Self Audit Certificate)
 - Framework Schedule 9 (Cyber Essentials Scheme)
 - Schedule 3 (Continuous Improvement)
 - Schedule 8 (Business Continuity and Disaster Recovery)
 - Schedule 9 (Security)
 - Schedule 16 (Benchmarking)
 - Call-Off Schedule 2 (Staff Transfer)
 - The 'Framework scope and technical specification for **C26158**' and associated Appendices and Schedules ("The Framework Scope")
 - Bidder Pack Part One Core Requirements
 - Bidder Pack Part Two Procurement Specific Requirements
 - Lot Specifications
 - The Supplier's best and final financial proposal dated 7th May 2024 in response to the Environment Agency's Invitation to Tender C21744 as agreed with the Environment Agency ("The Pricing Schedule"),

And, in the case of conflict, have precedence in the order listed.
2. Capitalised terms used in this Framework Agreement have the meanings given to them in the Core Terms.
3. The framework shall begin on **1st October 2024** and end on **30th September 2028** ("Framework Period").
4. The Agency, Defra and Defra's Arms Length Bodies may order Services with the Framework Scope from time to time during the Framework Period by issuing a Confirmation of Instructions. The Supplier shall complete and deliver to the Authority such Services in accordance with and subject to the provisions of the relevant Confirmation(s) of Instructions (which shall incorporate the Core Terms and the Pricing

Schedule).

Core Terms

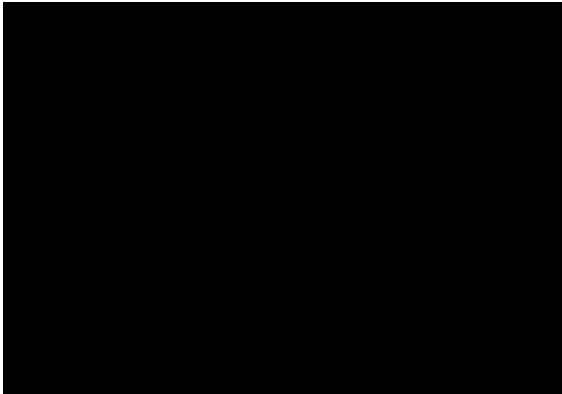
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Core Terms



Core Terms

1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 The Environment Agency ("EA") and other executive non-departmental public bodies sponsored by Defra ('Defra Group') do not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract. For the purpose of this framework agreement, the EA and Defra Group are referred either individually or together as EA and/or the Buyer.

2.3 EA has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 6 (Order Form Template and Call-Off Schedules) and stated requirements. If allowed by the Regulations, the Buyer can:

- make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules)
- create new Call-Off Schedules
- exclude optional template Call-Off Schedules
- use Special Terms in the Order Form to add or change terms.

2.5 Each Call-Off Contract:

- is a separate Contract from the Framework Contract
- is between a Supplier and a Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Order Form
- survives the termination of the Framework Contract

2.6 Where the Supplier is approached by an eligible Buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order. The Supplier will promptly notify EA if the eligible buyer won't use this Framework Contract.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each call-off Contract before entering into the respective call-off Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

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2.9 EA and the Defra family won't be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made, and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one)
- to a professional standard
- using reasonable skill and care
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract.
- on the dates agreed
- that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods Provided with Services clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

Core Terms

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3.2 The Supplier must co-operate with the Buyer and third-party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects. Notwithstanding the previous provision, the Supplier's standard of performance under this Agreement is to exercise Good Industry Practice and reasonable skill and care.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

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4.2 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.3 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer.
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)

4.4 The Buyer may retain, or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.5 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, EA or the Buyer can publish the details of the late payment or non-payment.

4.6 If EA can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then EA or the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- enter into a direct agreement with the Subcontractor or third party for the relevant item.

4.7 If EA or the Buyer uses Clause 4.8 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.8 EA and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables.
- any reduction in the Framework Prices (and where applicable, the Charges) excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges.

4.9 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

- neither EA or the Buyer can terminate a Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract.
- the Supplier is entitled to additional time needed to make the Delivery.
- the Supplier cannot suspend the ongoing supply of Deliverables.

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5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware.
- demonstrates that the Supplier Non-Performance only happened because of the Authority Cause
- mitigated the impact of the Authority Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the call-off Contract for 7 years after the End Date.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Relevant Authority and give reasons.
- propose corrective action.
- provide a deadline for completing the corrective action.

6.6 The Supplier must provide EA with a Self-Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

- the methodology of the review
- the sampling techniques applied.
- details of any issues
- any remedial action taken.

6.7 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

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7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- be appropriately trained and qualified.
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies EA and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each call-off Contract.
- each call-off Contract is executed by its authorised representative.
- it is a legally valid and existing organisation incorporated in the place it was formed.
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each call-off Contract.
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each call-off Contract.
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each call-off Contract.
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both EA and every Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the call-off Contract.
- non-payment by the Supplier of any tax or National Insurance

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8.4 All claims indemnified under this call-off Contract must use Clause 26.

8.5 EA or a Buyer can terminate the call-off Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify EA and every Buyer.

8.7 All third-party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables.
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under a call-off Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies EA and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for EA and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.

10. Ending the contract

10.1 This Framework Core Terms is valid for 4-years.

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10.2 The call-off Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.3 The Relevant Authority can extend the call-off Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.4 Ending the contract without a reason

10.4.1 EA has the right to terminate the Framework Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.6, and 10.6 applies.

10.4.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.6, and 10.6 applies.

10.5 When EA or the buyer can end a contract

10.5.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its call-off Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a call-off Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material default of the call-off Contract.
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any call-off Contract.
- there's a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing.
- there's a Variation to a call-off Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the call-off Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the call-off Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring EA or the Buyer into disrepute or diminish the public trust in them.

10.5.2 EA may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.5.1 in accordance with 10.4.1.

10.5.3 If there is a Default, the Relevant Authority can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.5.4 When the Relevant Authority receives a requested Rectification Plan it can either:

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- reject the Rectification Plan or revised Rectification Plan, giving reasons.
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.5.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- must give reasonable grounds for its decision.
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.5.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.6, and 10.6 applies.

10.6 What happens if the call-off contract ends

Where the Relevant Authority terminates a call-off Contract under Clause 10.4.2 all of the following apply:

10.6.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the relevant call-off Contract Period.

10.6.2 The Buyer's payment obligations under the terminated relevant call-off Contract stop immediately.

10.6.3 Accumulated rights of the Parties are not affected.

10.6.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.6.5 The Supplier must promptly return any of EA or the Buyer's property provided under the terminated relevant call-off Contract.

10.6.6 The Supplier must, at no cost to EA or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 When the supplier can end the contract

10.7.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Call-off Contract Value within 30 days of the date of the Reminder Notice.

10.7.2 If a Supplier terminates a Call-Off Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier.
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the call-off Contract had

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not been terminated.

- Clauses 10.5.4 to 10.5.6 and 10.6 applies.

10.8 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing.
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.9 Partially ending and suspending the contract

10.9.1 Where EA has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.9.2 Where EA has the right to terminate a Framework Contract it is entitled to terminate all or part of it.

10.9.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a call-off Contract it can provide the Deliverables itself or buy them from a third party.

10.9.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.9.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation.
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.9.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the value of the Charges or £1 million (one million pounds) whichever is higher unless specified in the Call-Off Order Form

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11.3 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law
- its obligation to pay the required Management Charge or Default Management Charge

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Call-Off Schedule 2 (Staff Transfer) of a call-off Contract.

11.6 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.5

11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

This clause sets out the EA's entire liability to the Supplier sole remedy for breach of this agreement.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies EA and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

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14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a call-off Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier.
- restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless EA or the Buyer is at fault.

14.8 The Supplier:

- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request.
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading.
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by EA or the Buyer unless required by Law to retain it.
- indemnifies EA and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

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- keep all Confidential Information it receives confidential and secure.
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the call-off Contract.
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure.
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the call-off Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 EA or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of EA or the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that EA or the Buyer transfers or proposes to transfer all or any part of its business to
- if EA or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament.
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

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15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give EA and each Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request.
- comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of a call-off Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that call-off Contract as much as required and rendered ineffective as far as possible without affecting the rest of the call-off Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into each call-off Contract are the entire agreement between the Parties. The call-off Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the call-off Contract (Rights of Third Parties) Act (CRTPA) to enforce any term of the call-off Contract unless stated (referring to CRTPA) in the call-off Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party.
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

Core Terms

20.2 Either party can partially or fully terminate the affected call-off Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses.
- Clause 10.5.2 to 10.5.6 and 10.6 applies.

21. Relationships created by the contract

No call-off Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a call-off Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign a call-off Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer a call-off Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When EA or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that EA or the Buyer specifies.

23.4 The Supplier can terminate a call-off Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If EA or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

24. Changing the contract (call-off contract)

24.1 Either Party can request a Variation to a call-off Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation.

Core Terms

- within the time limits included in a Variation Form requested by EA or the Buyer

24.3 If the Variation to a call-off Contract cannot be agreed or resolved by the Parties, EA or the Buyer can either:

- agree that the call-off Contract continues without the Variation.
- terminate the affected call-off Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them.
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 EA and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the call-off Contract Period, the Supplier must give EA and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a call-off Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs.
- of how it has affected the Supplier's costs

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract (call-off contract)

25.1 All notices under the call-off Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to EA must be sent to the EA Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim, then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

Core Terms

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim.
- give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money.
- the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any call-off Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause EA or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the call-off Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same.
- keep full records to show it has complied with its obligations under Clause 27 and give copies to EA or the Buyer on request.
- if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant call-off Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

Core Terms

27.3 The Supplier must immediately notify EA and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or call-off contracts because of a Prohibited Act by any government department or agency.
- received a request or demand for any undue financial or other advantage of any kind related to a call-off Contract.
- suspected that any person or Party directly or indirectly related to a call-off Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies EA or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the call-off Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which EA or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps and inform EA or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a call-off Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of a call-off Contract.

Core Terms

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. EA and the Buyer cannot terminate a call-off Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under a call-off Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant call-off Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify EA and the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant.
- other information relating to the Occasion of Tax Non-Compliance that EA and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions.
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the call-off Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the call-off Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding.
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer.
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements.

Core Terms

- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to EA and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 EA and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract (call-off contract)

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to EA or the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute.
- grant interim remedies.
- grant any other provisional or protective relief.

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the

Core Terms

Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

Joint Schedule 1 (Definitions)

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Joint Schedule 1 (Definitions)

In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

If a capitalised expression does not have an interpretation in this Schedule 1.1 or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.2

In each Contract, unless the context otherwise requires:

the singular includes the plural and vice versa; 1.3 reference to a gender includes the other gender and the neuter; 1.3.1 references to a person include an individual, company, body 1.3.2 corporate, corporation, unincorporated association, firm, 1.3.3 partnership or other legal entity or Crown Body;

a reference to any Law includes a reference to that Law as 1.3.4 amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.6

references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring

1.3.7 to writing shall be construed accordingly;

references to "**representations**" shall be construed as references to present 1.3.8 facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;

references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core 1.3.9 Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of 1.3.10 the Schedule in which these references appear;

references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

Joint Schedule 1 (Definitions)

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where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

In each Contract, unless the context otherwise requires, the following words 1.3.11 shall have the following meanings:

"Achieve" 1.4	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by the Buyer in dealing with MI Failures calculated in accordance with the tariff of administration charges published on: Current Crown Commercial Service suppliers: what you need to know - GOV.UK (www.gov.uk)
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

Joint Schedule 1 (Definitions)

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	<p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	The Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;

Joint Schedule 1 (Definitions)

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"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"The Buyer"	the Environment Agency acting as part of the Crown. Will also include the Department for Environment, Food & Rural Affairs and any of its Arm Length Bodies (ALBs).

Joint Schedule 1 (Definitions)

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"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

Joint Schedule 1 (Definitions)

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"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under a Contract, in the reasonable opinion of the Buyer.
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;
"Core Terms"	the standard terms and conditions for common goods and services which govern how Supplier must interact with the Buyer under Framework Contracts and Call-Off Contracts;

Joint Schedule 1 (Definitions)

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"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <p>i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances;</p> <p>v) any other contractual employment benefits;</p> <p>vi) staff training; vii) work place accommodation; viii)work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is</p>
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Joint Schedule 1 (Definitions)

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	<p>not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;

Joint Schedule 1 (Definitions)

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"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;

Joint Schedule 1 (Definitions)

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"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</p>

Joint Schedule 1 (Definitions)

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"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

Joint Schedule 1 (Definitions)

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"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies;</p> <p>d) fire, flood or any disaster; or</p>
	<p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and the Buyer;
"Framework Contract"	the framework agreement established between the Buyer and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;

Joint Schedule 1 (Definitions)

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"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Tender Response;

"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Joint Schedule 1 (Definitions)

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"Government Data"	<p>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <p>i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</p> <p>b) any Personal Data for which the Authority is the Data Controller;</p>
"Government Procurement Card"	<p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/governmentprocurement-card--2;</p>
"Guarantor"	<p>the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;</p>
"Halifax Abuse Principle"	<p>the principle explained in the CJEU Case C-255/02 Halifax and others;</p>
"HMRC"	<p>Her Majesty's Revenue and Customs;</p>

"ICT Policy"	<p>the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;</p>
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>b) details of the cost of implementing the proposed Variation;</p> <p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	<p>the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;</p>

Joint Schedule 1 (Definitions)

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"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p>

Joint Schedule 1 (Definitions)

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	<p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form;

Joint Schedule 1 (Definitions)

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"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or
	licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);

Joint Schedule 1 (Definitions)

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"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to the Buyer in accordance with Framework Schedule 5 (Management Charges and Information); NOT APPLICABLE
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Marketing Contact"	shall be the person identified in the Framework Award Form;
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;

Joint Schedule 1 (Definitions)

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"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p>

	but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>

Joint Schedule 1 (Definitions)

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"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
	<ul style="list-style-type: none"> e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;

Joint Schedule 1 (Definitions)

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"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, the Buyer or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-

	https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

“Prohibited Acts”	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly
	assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
“Recipient Party”	the Party which receives or obtains directly or indirectly Confidential Information;

Joint Schedule 1 (Definitions)

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"Rectification Plan"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and information derived from any of the above;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

Joint Schedule 1 (Definitions)

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"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to CallOff Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;

Joint Schedule 1 (Definitions)

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"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International

Joint Schedule 1 (Definitions)

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	<p>Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <p>a) provides the Deliverables (or any part of them);</p> <p>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;

Joint Schedule 1 (Definitions)

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	<p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;

Joint Schedule 1 (Definitions)

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"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;

Joint Schedule 1 (Definitions)

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"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 1 (Definitions)
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Joint Schedule 3 (Insurance Requirements)
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Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

1.1 The Supplier shall take out and maintain or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

- 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

- 1.2.1 maintained in accordance with Good Industry Practice;
- 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
- 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
- 1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
- 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

Joint Schedule 3 (Insurance Requirements)

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evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or nonrenewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to

Joint Schedule 3 (Insurance Requirements)

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claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000);
 - 1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.

(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)

1.2 The Buyer expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, the Buyer expects its suppliers and subcontractors to comply with the standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

Joint Schedule 5 (Corporate Social Responsibility) Crown
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- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a call-off Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

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4.1.4 not make deductions from wages:

- (a) as a disciplinary measure
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

4.1.5 record all disciplinary measures taken against Supplier Staff;
and

4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

Joint Schedule 5 (Corporate Social Responsibility) Crown
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6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”; (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where there other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

Joint Schedule 11 (Processing Data) Crown
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is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

that :

- (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound,

Joint Schedule 11 (Processing Data) Crown
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- uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event; and/or

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- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Sub-processor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Joint Schedule 11 (Processing Data) Crown
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Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

Joint Schedule 11 (Processing Data) Crown
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23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

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27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

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Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: **[Insert Contact details]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]

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	<p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i> • [Insert] <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i> <p>[Guidance] <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
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Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><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) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

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Annex 2 - Joint Controller Agreement 1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Law in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Law as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

- (a) report to the other Party every [x] months on:
 - (i) the volume of Data Subject Request (or purported Data Subject

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Requests) from Data Subjects (or third parties on their behalf);

- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law). For the avoidance of doubt to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

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- (i) are aware of and comply with their 's duties under this Annex 2 (Data Sharing Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Law;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (i) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Law, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Law and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Law to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:

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(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
(b) all reasonable assistance, including:

- (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

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- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Law; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

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Model Version: v4.0

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- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("**Court**") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

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- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

9. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Control Memorandum of Understanding*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 (*Ending the contract*).

10. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Law.

11. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Law and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Law and its privacy policy.

Framework Schedule 3 (Framework Prices)

1. How Framework Prices are used to calculate Call-Off Charges

1.1 The Framework Prices:

1.1.1 will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and

1.1.2 cannot be increased except as in accordance with this Schedule.

1.2 The Charges:

1.2.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;

1.2.2 shall not be impacted by any change to the Framework Prices.

1.3 Any variation to the Charges payable under a Call Off Contract must be agreed between the Supplier and the Buyer and implemented using the same procedure for altering Framework Prices in accordance with the provisions of this Framework Schedule 3.

2. How Framework Prices are calculated

2.1 The pricing mechanisms and prices are set out in the Pricing Schedules and shall be available for use in calculation of Framework Prices in Call Off Contracts.

3. Are costs and expenses are included in the Framework Prices

3.1 Except as expressly set out in Paragraph 4 below, or otherwise stated in a Call Off Order Form the Framework Prices shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges;
or

3.1.2 costs incurred prior to the commencement of any Call Off Contract.

4. When the Supplier can ask to change the Framework Prices

4.1 The Framework Prices will be fixed for the first year of the Framework following the Framework Contract Commencement Date (the date of expiry of such period is a "**Review Date**"). After this Framework Prices can only be adjusted on each following yearly anniversary (the date of each such anniversary is also a "**Review Date**". This will be years: 2,3 & 4)). The Supplier shall be able request an increase to their day rates based on the rate of inflation at the time of each yearly anniversary of the Framework or capped at 5% of the Supplier's original tendered rate (whichever is the lowest).

4.2 The Supplier shall give the EA at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time, then it will only be able to request an increase prior to the next Review Date.

4.3 Any notice requesting an increase shall include:

4.3.1 a list of the Framework Prices to be reviewed;

4.3.2 for each Framework Price under review, written evidence of the justification for the requested increase.

4.4 The EA shall consider each request for a price increase. The EA may grant Approval to an increase at its sole discretion.

4.5 Where the EA approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the EA may determine at its sole discretion.

5. Other events that allow the Supplier to change the Framework Prices

5.1 The Framework Prices can also be varied due to:

5.1.1 a Specific Change in Law in accordance with Clause 24;

5.1.2 a review in accordance with insurance requirements in Clause 13;

5.1.3 a request from the Supplier, which it can make at any time, to decrease the Framework Prices; and

5.1.4 indexation, where stated that a particular Framework Price or any component is "subject to Indexation" in which event Paragraph 7 below shall apply.

6. When the Framework Prices are linked to inflation

6.1 Where any amounts [the Framework Charges] are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index ("CPI"). All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.

6.2 Framework Prices shall not be indexed during the first year following the Framework Contract Commencement Date.

6.3 Where a Framework Price is subject to Indexation then it will be indexed on the commencement date (years 2, 3 & 4) after the Framework Commencement Date to reflect the percentage change in the CPI since the Framework Commencement Date. They shall be indexed on each following yearly anniversary to reflect the percentage change in the CPI since the previous change.

6.4 Where the CPI Index:

6.4.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless CPS and the Supplier agree otherwise;

6.4.2 is no longer published, EA and the Supplier shall agree a fair and reasonable replacement that will have substantially the same effect.

7. When you will be reimbursed for travel and subsistence

7.1 Expenses shall only be recoverable where:

7.1.1 the Order Form states that recovery is permitted; and

7.1.2 they are Reimbursable Expenses and are supported by Supporting Documentation.

7.2 The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

Framework Schedule 4 (Framework Management)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (**Definitions**):

"Supplier Framework Manager" has the meaning given to it in Paragraph 3.1 of this Schedule; and

"Supplier Review Meetings" has the meaning given to it in Paragraph 3.9 of this Schedule.

2. How EA and the relevant Buyer and the Supplier will work together

2.1 The successful delivery of this call-off Contract will rely on the ability of the Supplier and the relevant Buyer to develop a strategic relationship immediately following the conclusion of this call-off Contract and maintaining this relationship throughout the Framework Contract Period.

2.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Management Information, and the sharing of information between the Supplier and the EA and relevant the relevant Buyer.

2.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the Framework Period.

3. Framework Management

Framework Management Structure

3.1 The Supplier shall provide a suitably qualified nominated contact (the **"Supplier Framework Manager"**) who will take overall responsibility for delivering the Goods and/or Services required within this call-off Contract, as well as a suitably qualified deputy to act in their absence.

3.2 The Supplier shall put in place a structure to manage this call-off Contract in accordance with Framework Schedule 1 (Specification) and the Performance Indicators.

3.3 A governance structure will be agreed between the Parties as soon as reasonably practicable following the Framework Start Date.

3.4 Following discussions between the Parties following the Framework Start Date, where requested by EA the Supplier shall produce and issue to EA a draft supplier action plan (the **"Supplier Action Plan"**). EA shall not unreasonably

withhold or delay its agreement to the draft Supplier Action Plan. The Supplier Action Plan shall be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of the draft Supplier Action Plan.

3.5 The Supplier Action Plan shall be maintained and updated on an ongoing basis by EA. Any changes to the Supplier Action Plan shall be notified by EA to the Supplier. The Supplier shall not unreasonably withhold its agreement to any changes to the Supplier Action Plan. Any such changes shall, unless EA otherwise Approves, be agreed between the Parties and come into effect within two weeks from receipt by the Supplier of EAs notification.

3.6 The Supplier agrees to comply with its obligations in the Supplier Action Plan as updated from time to time.

3.7 The Supplier shall comply with all requests from EA in regard to compliance requirements as required including:

3.7.1 D&B risk failure score monitoring;

3.7.2 regular evidence that the Required Insurances and Additional Insurances have been renewed and maintained;

3.7.3 invoice payment performance; and

3.7.4 verification of required accreditations & certifications.

3.8 Suppliers should participate in further competitions when identified as part of the final bidder list. Failure to bid on further competitions without an acceptable reason may result in the Supplier being suspended from the Framework, in accordance with Clause 10.9 (Partially ending and suspending the contract) of the Core Terms, for a period as decided by EA.

Supplier Review Meetings

3.9 Regular performance review meetings will take place at Buyer's premises throughout the Framework Contract Period ("**Supplier Review Meetings**") at such times and frequencies as EA determine from time to time (which are anticipated to be once every Month or less). The Parties shall be flexible about the timings of these meetings.

3.10 The Supplier Review Meetings will review the Supplier's performance under this call-off Contract and, where applicable, the Supplier's adherence to the Supplier Action Plan. The agenda for each Supplier Review Meeting shall be set by the EA and sent to the Supplier in advance.

- 3.11 The Supplier Review Meetings shall be attended, as a minimum, by EA Representative(s) and the Supplier Framework Manager.

4. How the Supplier's Performance will be measured

- 4.1 The Supplier's performance will be measured by the indicators stated in each call-off contract.
- 4.2 The Supplier shall comply with the indicators stated in each call-off contract to monitor its performance. These will be reviewed at completion of each call-off contract.

5. What the Supplier must do to measure their performance

- 5.1 The Supplier shall cooperate in good faith with EA to develop efficiency tracking performance measures for this Contract. This shall include the following (but this list is not exhaustive and may be developed during the Framework Contract Period):
- 5.1.1 tracking reductions in product volumes and product costs, in order to demonstrate that Buyers are consuming less and buying more smartly;
 - 5.1.2 developing additional PIs to ensure that this Contract supports the emerging target operating model across central government (particularly in line with centralised sourcing and category management, procurement delivery centres and payment processing systems and shared service centres).
- 5.2 The metrics that are to be implemented to measure efficiency shall be developed and agreed between EA and the Supplier. Such metrics shall be incorporated into the list of PIs set out in this Schedule.
- 5.3 The ongoing progress and development of the efficiency tracking performance measures shall be reported through framework management activities as outlined in this Schedule.

6. What to do if EA and the Supplier can't agree about the performance

- 6.1 In the event that EA and the Supplier are unable to agree the performance score for any PI during a Supplier Review Meeting, the disputed score shall be recorded and the matter shall be referred to the EA Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).

6.2 In cases where the EA Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter shall be referred to the Dispute Resolution Procedure.

7. Marketing

7.1 The Supplier shall ensure that a person is appointed as Marketing Contact who shall be responsible for the marketing obligations of the Supplier in relation to this Contract.

How the Supplier must contribute to EA publications

7.2 The Supplier shall supply current information relating to the Goods and/or Services it offers for inclusion in EA marketing materials when required by EA from time to time.

7.3 Such information shall be provided in such form and at such time as EA may request.

7.4 Failure to comply with the provisions of Paragraphs 7.2 and 7.3 may result in the Supplier's exclusion from the use of such marketing materials.

What Suppliers can say in its own publications

7.5 All marketing materials produced by the Supplier in relation to this Framework shall at all times comply with the EA and the Defra Family. A logo request form can be obtained from the call-off contract project manager.

7.6 The Supplier will periodically update and revise its marketing materials to ensure ongoing compliance.

7.7 The Supplier shall regularly review the content of any information which appears on its website, and which relates to each Contract and ensure that such information is up to date at all times.

7.8 The Supplier shall obtain all appropriate approvals prior to publishing any content in relation to a Contract with that Party using any media, including on any electronic medium, and the Supplier will ensure that such content is regularly maintained and updated. In the event that the Supplier fails to maintain or update the content, EA or the relevant Buyer may give the Supplier notice to rectify the failure and if the failure is not rectified its reasonable satisfaction within one (1) Month of receipt of such notice, and shall have the right to remove such content itself or require that the Supplier immediately arranges the removal of such content.

8. Where EA might oversee parts of the Call-Off Contracts

8.1 EA shall have oversight of certain processes which are operated under Call-Off Contracts. Such oversight shall be provided in relation to the operation of the following Schedules in each Call-Off Contract:

8.1.1 [Call-Off Schedule 3 (Continuous Improvement);]

8.1.2 [Call-Off Schedule 8 (Business Continuity and Disaster Recovery);]

8.1.3 [Call-Off Schedule 9 (Security); and]

8.1.4 [Call-Off Schedule 16 (Benchmarking).]

(the "**Supported Schedules**")

How the Supplier must support EA involvement

8.2 The Supplier shall co-operate as reasonably required by EA in relation to the Supported Schedules including:

8.2.1 provision of information;

8.2.2 allowing EA to act as agent for the Buyers under the Supported Schedules for such matters as EA may notify to the Supplier from time to time; and

8.2.3 such other matters as EA may notify to the Supplier from time to time.

Where EA might manage the process for Buyers collectively

8.3 In addition to general oversight as referred to above the following specific oversight shall apply to the individual Supported Schedules. Provisions in Paragraph 8 are to be included where EA would be better placed to provide support on behalf of the Buyer community as a whole in these areas.

8.3.1 [Call-Off Schedule 3 (Continuous Improvement) - the Supplier shall:

(a) adopt a policy of continuous improvement in relation to the Deliverables;

(b) create, maintain and update a continuous improvement plan for improving the provision of the Deliverables and/or reducing the Charges and, where requested by EA, incorporate any improvement

identified in accordance with the Variation Procedure.]

8.3.2 [Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - the Supplier shall:

- (a) create and hold a template BCDR plan that can be used by each Buyer and shall make it available to EA so that it can be published to potential Buyers; and
- (b) notify EA in the event of the invocation or potential invocation of any BCDR plan and the Supplier shall provide such support as EA may reasonably require to coordinate the application of BCDR plans across all Call Off Agreements.]

8.3.3 [Call-Off Schedule 9 (Security) - the Supplier shall:

- (a) create and hold a template Security Plan that can be used by each Buyer and shall make it available to EA so that it can be published to potential Buyers; and
- (b) notify EA in the event of breach of any Security Plan and the Supplier shall provide such support as CCS may reasonably require to coordinate the application of Security Plans across all Call Off Agreements.]

8.3.4 [Call-Off Schedule 16 (Benchmarking) - the Supplier:

- (a) shall notify EA in the event that any benchmarker is appointed in respect of any Call Off Agreement and the Supplier recognises that EA may want to co-ordinate how benchmarking is conducted across multiple Call Off Agreements;
- (b) shall where EA is appointed as agent by Buyers in respect of benchmarking, co-operate with EA in order to operate the benchmarking as efficiently as possible.

Agrees that notwithstanding the remainder of Clause 15 (Confidentiality) in the Core Terms, EA shall be entitled to publish the results of any benchmarking of the Framework Prices to Other Contracting Authorities (subject to the other party entering into reasonable confidentiality undertakings).]

Framework Schedule 6 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded

1.1 If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.

1.2 If the potential Buyer can determine that:

- 1.2.1 its Deliverables can be met by the Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and
- 1.2.2 all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then the Buyer may award a Call-Off Contract in accordance with the procedure set out in Paragraph 2 below.

1.3 If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and the potential Buyer:

- 1.3.1 requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or
- 1.3.2 needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

then the Buyer may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 3 below.

2. How a direct award works

2.1 Subject to Paragraph 1.2 above the Buyer awarding a Call-Off Contract under this Contract without holding a further competition shall:

- 2.1.1 develop a clear Statement of Requirements;
- 2.1.2 apply the direct award criteria to the Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all

Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous solution; and

- 2.1.3 on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 6 below.

3. How a further competition works

What the Buyer has to do

3.1 The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:

- 3.1.1 develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying the them;
- 3.1.2 amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;
- 3.1.3 invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:
 - (a) if an Electronic Reverse Auction (as defined in Paragraph 7 below) is to be held, the Buyer shall notify the Suppliers identified in accordance with Paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in Paragraph 3; or
 - (b) if an Electronic Reverse Auction is not used, the Buyer shall:
 - (i) invite the Suppliers identified in accordance with Paragraph 3.1.1 to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Supplier;
 - (ii) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders; and
 - (iii) keep each tender confidential until the time limit set out for the return of tenders has expired.

- 3.1.4 apply the further competition award criteria to the Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;
- 3.1.5 on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 6. The Call-Off Contract shall:
 - (a) state the Deliverables;
 - (b) state the tender submitted by the successful Supplier;
 - (c) state the charges payable for the Deliverables in accordance with the tender submitted by the successful Supplier; and
 - (d) incorporate the terms [of the Order Form and Contract] (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2. above) applicable to the Deliverables,
- 3.1.6 provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

- 3.2 The Supplier shall in writing, by the time and date by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 3.1.3 above, provide the Buyer with either:
 - 3.2.1 a statement to the effect that it does not wish to tender in relation to the Deliverables; or
 - 3.2.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
 - (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
 - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
 - (c) a proposal covering the Deliverables;
 - (d) CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and

- (e) confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).

3.2.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the Charging Structure and take into account any discount to which the Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices).

3.2.4 The Supplier agrees that:

- (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall remain open for acceptance by the Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer in accordance with the Call-Off Procedure); and
- (b) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain quotations required for the preparation of the tender; and
 - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

4. No requirement to award

4.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.

5. Who is responsible for the award

5.1 The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and is not

responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:

- 5.1.1 the conduct of Buyer in relation to this Contract; or
- 5.1.2 the performance or non-performance of any Call-Off Contracts between the Supplier and Buyer entered into pursuant to this Contract.

6. Awarding and creating a Call-Off contract

- 6.1 Subject to Paragraphs 1 to 5 above and 7, a Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
- 6.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 6 shall not constitute a Call-Off Contract under this Contract.
- 6.3 On receipt of an order form as described in Paragraph 6.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.
- 6.4 On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.

Part 2: Award Criteria

Please refer to the Bidder Pack (part two specific requirements)

Framework Schedule 8 (Self Audit Certificate)

[Supplier guidance] You must ensure that this this annual certificate is completed and sent to the EA Authorised Representative at the end of each Contract Year]

In accordance with Clause 6 (Record keeping and reporting) of the Framework Contract **[Insert]** Framework Ref: RM **xxxx**] entered into on **[Insert]** Framework Start Date dd/mm/yyyy] between **[Insert]** Supplier name] and EA, we confirm the following:

1. In our opinion based on the testing undertaken **[Insert]** Supplier name] is successfully identifying, recording and reporting on Framework Contract activity.
2. We have tested a sample of 20 [EA **to review** number] Orders and related invoices during our audit for the Contract Year ending **[Insert]** dd/mm/yyyy] and confirm that they are correct and in accordance with the Framework Contract.
3. We have tested a sample of 15 [EA **to review** number] Orders and related invoices:
 - for the same or similar Deliverables
 - for the UK public sector
 - not supplied under the Framework Contract
 - during our audit for the Contract Year ending **[Insert]** dd/mm/yyyy]

We confirm that the Orders and invoices have been procured under an appropriate and legitimate procurement route and could not have been procured under the Framework Contract.

4. We attach an audit report which details:
 - the methodology used of the review
 - the sampling techniques applied
 - details of any issues identified
 - remedial action taken

Name:.....

Signed:.....

[Head of Internal Audit/ Finance Director/ External Audit firm]

Date:.....

Professional Qualification held by Signatory:.....

Framework Schedule 9 (Cyber Essentials Scheme)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Cyber Essentials Scheme"

the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time).

Details of the Cyber Essentials Scheme can be found at:

<https://www.cyberessentials.ncsc.gov.uk/>

"Cyber Essentials Basic Certificate"

the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;

"Cyber Essentials Certificate"

Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form

"Cyber Essential Scheme Data"

sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and

"Cyber Essentials Plus Certificate"

the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 Where the Framework Award Form requires that the Supplier provide a Cyber Essentials Certificate or Cyber Essentials Plus Certificate prior to the award and/or execution of the Call-Off Contract the Supplier shall provide a valid Cyber Essentials Certificate or Cyber Essentials Plus Certificate to the EA. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to the EA its compliance with this Paragraph 2.1.
- 2.2 Where the Supplier continues to process data during the Contract Period of any Call-Off Contract the Supplier shall deliver to the EA evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 0.
- 2.3 Where the Supplier is due to process data after the Start date of the first Call-Off Contract but before the end of the Framework Period or Contract Period of the last Call-Off Contract, the Supplier shall deliver to the EA evidence of:
- 2.3.1 a valid and current Cyber Essentials Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and
 - 2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 0
- 2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the EA reserves the right to terminate the call-off Contract for material Default.
- 2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 0 of this Schedule.
- 2.6 This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.

Schedule 3 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the lifetime of the Framework and any subsequent call-off Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the relevant Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the relevant Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the relevant Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Framework year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance during a call-off Contract ("**Continuous Improvement Plan**") for the relevant Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the relevant Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables and identifying opportunities to assist the relevant Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) year of the Framework shall be submitted by the Supplier to the relevant Buyer for Approval within six (6) Months following the Effective Date of the Framework.
- 1.5 The relevant Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of the Framework and any subsequent awarded call-off contract.

Schedule 3 (Continuous Improvement), Crown Copyright 2023, [Subject to Contract]

- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the relevant Buyer wishes to incorporate any improvement into the Framework or any subsequent award call-off contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the relevant Buyer.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Framework Year (after the first (1st) Framework Year) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 1.11 Should the Supplier's costs in providing the Deliverables to the relevant Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the relevant Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 1.12 At any time during the Framework, the Supplier may make a proposal for gainshare. If the relevant Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule,

2. BCDR Plan

- 2.1 At least forty (40) Working Days after the Effective Date of the Framework, the Supplier shall prepare and deliver to the for Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2 the recovery of the Deliverables in the event of a Disaster.
- 2.2 The BCDR Plan shall be divided into three sections:
- 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the and any of its other Related Supplier in each case as notified to the Supplier by the from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

Schedule 8 (Business Continuity and Disaster Recovery), Crown Copyright 2023, [Subject to Contract]

- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer's required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the for the approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs

that it may incur above any estimate without the Buyer's prior written approval.

- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with

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the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Schedule 9 (Security)

Long Form Security Requirements

1. Definitions

1.1 In this Schedule the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Breach of Security"	means the occurrence of: <ul style="list-style-type: none">(a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 3.4.3(d);
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph Error! Reference source not found. (ISMS) as updated from time to time in accordance with this Schedule; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

- 2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.
- 2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- 2.2.1 **[insert security representative of the Buyer]**
- 2.2.2 **[insert security representative of the Supplier]**

- 2.3 The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.4 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.5 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times other than in relation to Government Data which is licenced by the Supplier.
- 2.6 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.7 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Effective Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that:
 - 3.3.1 If the Buyer has not stipulated that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
 - 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
 - 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's

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- Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract;
- 3.4.2 meet the relevant standards in ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC27002, in accordance with Paragraph 7;
- 3.4.3 at all times provide a level of security which:
- (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;
 - (c) as a minimum demonstrates Good Industry Practice;
 - (d) where specified by a Buyer, complies with the Security Policy and the ICT Policy;
 - (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - (f) takes account of guidance issued by the Centre for Protection of National Infrastructure
(<https://www.cpni.gov.uk>)
 - (g) complies with HMG Information Assurance Maturity Model and Assurance Framework
(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
 - (h) complies with the 14 Cloud Security Principles
(<https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>). The Supplier must document how the ISMS complies with these principles, and provide this documentation upon request by the Buyer;
 - (i) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - (j) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - (k) complies with ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.4 document the security incident management processes and incident response plans;
- 3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

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- 3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.
- 3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Working Days after the Effective Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
 - 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
 - 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with Paragraph 3.4.3(d), the Security Policy;

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- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 4.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, "platform as a service" offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Effective Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC 27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged

in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

- 4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However, any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:
- 5.1.1 emerging changes in Good Industry Practice;
 - 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
 - 5.1.3 any new perceived or changed security threats;
 - 5.1.4 where required in accordance with Paragraph 3.4.3(d), any changes to the Security Policy and/or the ICT Policy;
 - 5.1.5 any new perceived or changed security threats; and
 - 5.1.6 any reasonable change in requirement requested by the Buyer.
- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include:
- 5.2.1 suggested improvements to the effectiveness of the ISMS;
 - 5.2.2 updates to the risk assessments;
 - 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - 5.2.4 suggested improvements in measuring the effectiveness of controls.

- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.
- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable

agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.

- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a Material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or the Security Policy where such compliance is required in accordance with Paragraph 3.4.3(d).
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:
- 8.2.1 immediately use all reasonable endeavours (which shall include any action or changes reasonably required by the Buyer) necessary to:
- (a) minimise the extent of actual or potential harm caused by any Breach of Security;

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- (b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
- (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Levels the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
- (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as "Critical", "Important" and "Other" by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
 - 9.2.1 the "National Vulnerability Database" "Vulnerability Severity Ratings": "High", "Medium" and "Low" respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and

- 9.2.2 Microsoft's "Security Bulletin Severity Rating System" ratings "Critical", "Important", and the two remaining levels ("Moderate" and "Low") respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as "Critical" within fourteen (14) days of release, "Important" within thirty (30) days of release and all "Other" within sixty (60) Working Days of release, except where:
 - 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a "Critical" or "Important" security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of five (5) days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Implementation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within six (6) Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the "n-1 version") throughout the Term unless:
 - 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within twelve (12) Months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
 - 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent CrownBody;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT

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- Environment by actively monitoring the threat landscape during the Contract Period;
- 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4.5;
- 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
- 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9.5, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1: Baseline security requirements

1. Handling Classified information

The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("**NCSC**") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("**CPA**").
- 2.2 Other than in relation to Government Data which is licenced by the Supplier, devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 18 (Data protection).
- 3.3 The Supplier shall:
 - 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;

- 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer, other than in relation to Government Data which is owned or licenced by the Supplier or in respect of which the Parties are either Independent Controllers or Joint Controllers.

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the "principle of least privilege" (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as "SC") including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure

information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the "principle of least privilege", users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least six (6) Months.

Schedule 9 (Security), Crown Copyright 2023, [Subject to Contract]

Part B – Annex 2: Security Management Plan

[REDACTED]

Schedule 16 (Benchmarking)

1. Definitions

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Framework period and any subsequent call-off contract.
- 2.2 This Schedule sets out to ensure the Framework and any subsequent call-off Contract represents value for money throughout and that the Buyer may terminate the call-off Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule, in which case the consequences of termination set out in Clause 14.5.1 shall apply.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.4 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.5 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.6 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;

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- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.
- 3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the benchmarker's professional judgment using:
 - (A) information from other service providers to the Buyer;
 - (B) survey information;
 - (C) information from "in-house" providers to the Buyer to the extent that the benchmarker considers that they are valid comparators;
 - (D) market intelligence;
 - (E) the benchmarker's own data and experience;
 - (F) relevant published information; and
 - (G) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile; and
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its

reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;

3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.

3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 28 (Changing the contract).

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

b) unfair, wrongful or constructive dismissal compensation;

c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

d) compensation for less favourable treatment of part-time workers or fixed term employees;

e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments

arising in respect of pensions;

f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Former Supplier"

a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of such supplier (or any Sub-contractor of any such Sub-contractor);

"Partial Termination"

the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);

"Relevant Transfer"

a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"

in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;

"Supplier's Final Supplier Personnel List"

a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier's Provisional Supplier Personnel List"

a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it

is envisaged as at the date of such list will no longer be provided by the Supplier;

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

(a) their ages, dates of commencement of employment or engagement, gender and place of work;

(b) details of whether they are employed, selfemployed contractors or consultants, agency workers or otherwise;

(c) the identity of the employer or relevant contracting Party;

(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;

(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;

(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

	(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
	(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- [Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) - NA
- [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)- NA
- [Part C (No Staff Transfer On Start Date)
- [Part D (Pensions)] - NA
- [- Annex D1 (CSPS)] - NA
- [- Annex D2 (NHSPS)] - NA
- [- Annex D3 (LGPS)] - NA
- [- Annex D4 (Other Schemes)] - NA
- Part E (Staff Transfer on Exit)

Part A: Staff Transfer at the Start Date (NA)

Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.
- 1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit)

the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then –

3.3.4 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or

compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

6.1 The Supplier shall comply with:

6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and

6.1.2 the provisions in Part D: Pensions.

Part B: Staff transfer at the Start Date (NA)

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has

been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

- 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
- 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or
- 2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1. The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2. Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

- (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
- (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

- 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor;

or

- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.

2. Limits on the Former Supplier's obligations

- 2.1 Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions (NA)

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department, and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p>

(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;

d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including:

(a) any amendments to that document immediately prior to the Relevant Transfer Date; and

(b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the Buyer; and

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

2.3 The Supplier undertakes:

2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which

arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and/or the Supplier be referred to an independent Actuary:

5.1.1 who will act as an expert and not as an arbitrator;

5.1.2 whose decision will be final and binding on the Buyer and/or the Supplier; and

5.1.3 whose expenses shall be borne equally by the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

6.2 Further, the Supplier must ensure that the CRTPA will apply to any SubContract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:

7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or **Error! Reference source not found.** of Annex D3: LGPS apply; and/or

10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Subcontractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or NHS Pension and/or CSPS and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement

Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("Short-fall"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Short-fall shall be paid by the Supplier; and
- 10.2.6 indemnify the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1: NA

Civil Service Pensions Schemes (CSPS) -

1. Definitions In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; Delete after 30 September 2018: the Designated Stakeholder Pension Scheme which is scheduled to close to new members in September 2018] and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant

Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the CSPA for whatever reason at a time when it has CSPA Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPA Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPA on the date the CSPA Eligible Employees ceased to participate in the CSPA.

Annex D2: NHS Pension Schemes

1. Definitions In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter"

an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;

"NHSPS Eligible Employees"

each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or

(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by

the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"NHS Body"

has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;

"NHS Pensions"

NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;

"NHSPS"

the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations

under that Act including the NHS Pension Scheme Regulations;

"NHS Pension Scheme Arrears"

any failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;

"NHS Pension Scheme Regulations"

as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;

"NHS Premature Retirement Rights"

rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;

"Pension Benefits"

any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and

"Retirement Benefits Scheme"

a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.
- 2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.
- 2.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.
- 2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph Error! Reference source not found. of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.
- 2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the buyer do if the Supplier breaches its pension obligations

5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Subcontractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.

5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph **Error! Reference source not found.** (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.

5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:

- 6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or

6.1.2 access to a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Subcontractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Sub-Contractors

8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

8.1.1 if the Supplier has secured a Direction Letter, the Subcontractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Subcontractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or

- 8.1.2 if, in accordance with Paragraph **Error! Reference source not found.** of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS where-upon the provisions of Paragraph **Error! Reference source not found.** below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.
- 8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph **Error! Reference source not found.** of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3:

Local Government Pension Schemes (LGPS)

[Guidance: Note the LGPS unlike the CSPA & NHSPS is a funded scheme which has associated cost implications as follows:

There is not 1 LGPS but approx. 90 different Funds, each with their own separate Scheme Employer and Administering Authority, it is important to identify the correct one(s) and amend the definition of "Fund" accordingly.

It is important to check whether CCS and or the Buyer can actually participate in the LGPS. Where a government department is taking on services which were formerly the responsibility of a Local Authority it may be necessary to obtain secretary of state approval for participation in the LGPS, this is because the services are being provided to Gov. Dept. and not to a Local Authority.

Unlike New Fair Deal the 2007 Best Value pension direction does not provide a right to bulk transfer past service. Whilst typically before the 2007 direction LA did provide such a right, it is a significant additional cost and therefore bulk transfer wording has been excluded. If required take legal advice due to the exceptionally high costs which can result from a requirement to provide bulk transfers.]

1. Definitions

1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority"	in relation to the Fund [insert name] , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	[insert name], a pension fund within the LGPS;
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment)

Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

- 2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.
- 2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.
- 2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.
- 2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Annex D4: Other Schemes

[Guidance] Placeholder for Pension Schemes other than LGPS, CSPA & NHSPA]

Part E: Staff Transfer on Exit

Obligations before a Staff Transfer

1.1 The Supplier agrees that within 20 Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
- 1.1.3 the date which is 12 Months before the end of the Term; and
- 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1, 1.1.2 and 1.1.1, the Supplier agrees that it shall not assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience

and expertise and is employed on the same terms and conditions of employment as the person he/she replaces not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date reemploy or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));

- 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's

Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Re-

placement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;

2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;

2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Subcontractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).



Department
for Environment
Food & Rural Affairs

Bidder Pack

Part One Core Requirements

Ecological Services Framework 4 (EcoSF4)

Procurement Reference Number (C21744)

March 2024

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Section 1: The Invitation

Introduction to the Customer

Defra group Commercial on behalf of Defra group and its Arm's Length Bodies invite you to bid in this competition.

The Bidder Pack comes in two parts.

This first part, **The Core Requirements**, provides details of the General Requirements, Government Transparency Agenda and Government Priorities.

The second part, **The Procurement Specific Requirements**, provides details of the Specification Requirements, Terms and Conditions of Contract, Evaluation Methodology, Procurement Timetable and Definitions.

The Definitions that apply to both parts can be found in Section 5, Appendix 1 of the Procurement Specific Requirements.

Communications from Tenderers

Unless otherwise stated in the Bidder Pack or in writing by the Authority, all communications from Tenderers (including Tenderers' sub-contractors, consortium members, consultants and advisers) during the procurement must be made via the Authority's eSourcing System messaging facility. The Authority will not respond to communications made by other means.

Submission of Response

Tenderers must complete all parts of the response form in the Authority's eSourcing System in accordance with the instructions therein.

Tenderers are required to print off the Form of Tender (Bidder Pack; Procurement Specific Requirements: Section 5) which must be signed by an authorised signatory. The signed Form of Tender must be uploaded and submitted via the Authority's eSourcing System as part of a Response in accordance with the instructions in the Authority's eSourcing System

The Response and any documents accompanying it must be in English.

Commercial Prices must be submitted in £ Sterling, exclusive of VAT.

Submitted Responses will be checked for completeness and compliance with the submission instructions set out in the Bidder Pack and in the Authority's eSourcing System and only complete and compliant Responses (in line with the submission instructions) will be evaluated.

Tenderers must be explicit and comprehensive in their Response as this will be the single source of information used to score and rank Responses. When evaluating Responses, the Authority will only consider the information specifically asked for in the Bidder Pack.

Different people may be responsible for evaluating different answers to questions in a Response. Therefore, Tenderers must not cross-refer to answers given elsewhere in a Response but should answer each question so that it acts as a stand-alone response. This may mean Tenderers need to repeat certain information in responses to different questions if this is required by those questions.

Where a length of response is stipulated, for example, a word count limit, only the information within such a limit will be evaluated. This also applies where the submission instructions clearly specify a page limit, font style, spacing and/or margins settings, for example.

Failure to provide the information required or supply documents referred to in the Response within the deadline for Responses, will result in rejection of the Response.

References to general marketing or promotional information/material and links to company information/policies (except where this is specifically requested by a question and incorporated into the response and evaluation criteria as required) will not be considered part of the Response and will not be evaluated.

If there is a conflict between the information set out in the Bidder Pack and the information displayed in the Authority's eSourcing System, the information set out in the Bidder Pack shall prevail, except for any clarification issued by the Authority as part of the formal clarification process via the eSourcing System.

Clarifications Sought by the Tenderer

Any request for clarification regarding the Bidder Pack and supporting documentation must be submitted via the Authority's eSourcing System no later than the deadline for clarifications set out in the Timetable. The Authority shall be under no obligation to respond to queries raised after the clarification deadline.

The Authority will respond to all reasonable clarifications as soon as possible but cannot guarantee a minimum response time. The Authority will publish all clarifications and its responses to all Tenderers on the Authority's eSourcing System save in the circumstances set out below.

If a Tenderer believes that a request for clarification is commercially sensitive or that publishing the same together with the Authority's response as set out above would reveal confidential information, disclosure of which would be detrimental to the Tenderer, it should clearly state this when submitting the clarification request. However, if the Authority considers either that:

- the clarification and response are not commercially sensitive; and
- all Tenderers may benefit from its disclosure

the Authority will notify the Tenderer of this (via the Authority's eSourcing System), and the Tenderer will have an opportunity to withdraw the request for clarification by sending a further message requesting the withdrawal of the clarification request. If the request for clarification is not withdrawn by the Tenderer within 2 working days of the Authority's notification, the Authority may publish the clarification request and its response to all Tenderers and the Authority shall not be liable to the Tenderer for any consequences of such publication.

The Authority may not respond to a request for clarification or publish such a request where the Authority considers that the response may prejudice the Authority's commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.

Changes to Responses

Tenderers may modify their Responses prior to the deadline for Responses. No Responses may be modified after the deadline for Responses.

Tenderers may withdraw their Responses at any time by submitting a notice via the Authority's eSourcing System. Unless withdrawn, Tenders shall remain valid and open to acceptance by the Authority for 190 calendar days from the deadline for Responses.

Receipt of Responses

Complete Responses must be uploaded onto the Authority's eSourcing System no later than the time and date set out in the Timetable as the deadline for Responses. The Authority will consider neither Responses received after the deadline nor incomplete Responses.

The Authority may, however, extend the deadline for the receipt of Responses if there is an objectively justifiable reason for doing so. In these circumstances, the Authority will notify all Tenderers of the extension and the reason why. Any Tenderer who has already provided a Response, will have the opportunity to re-submit, taking the new timing into account.

If a Tenderer experiences problems when uploading its Response, it should contact the Authority's eSourcing System helpdesk for assistance and also inform the Authority via the eSourcing System messaging facility.

Cost of Responding

Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Responses, site visits and presentations and the Authority will in no case be responsible or liable for those costs, regardless of the outcome of the procurement in relation to individual Responses, even if the procurement is terminated or amended by the Authority. The extent of any expenditure, work or effort undertaken by any Tenderer is a matter solely for the commercial judgment of the Tenderer.

Clarifications Sought by the Authority

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Response and/or provide additional information during the evaluation phase in order to carry out a fair evaluation.

Where the Authority seeks clarification on any aspect of the Response, the Tenderer must respond within the timeframe requested by the Authority.

If the clarification relates to either a mandatory requirement or a minimum threshold requirement of the evaluation methodology which would not be satisfied based on the Tenderer's response, the Tenderer will not proceed to the next stage of the evaluation process if either:

- no response to the clarification is provided by the Tenderer within the timeframe requested; or
- the response provided by the Tenderer does not address the clarification to the satisfaction of the Authority.

Details of any mandatory requirements or minimum threshold requirements of the evaluation methodology are set out in Procurement Specific Requirements section of this Bidder Pack.

Tenderers should monitor the email address they used to register on the Authority's eSourcing System as any clarification request will be sent via the eSourcing System messaging facility to this address. The Authority will not contact any other email address

Authority's right to abandon or amend the competition

The Authority may abandon the procurement at any time prior to the contract award in accordance with the Regulations and any such abandonment will be notified in writing to all Tenderers. It may be necessary for the Authority to make amendments to the content of the Bidder Pack at any time prior to the Deadline for Responses (as set out in the Timetable). In order to give Tenderers reasonable time in which to take such an amendment into account in preparing their Responses, the Authority may extend the deadline for the submission of Responses.

Confidentiality

Confidentiality of the Bidder Pack and related documents

The contents of the Bidder Pack and of any other documents or information published or provided by the Authority in respect of this procurement are provided on condition that they remain the property of the Authority, are kept confidential (save in so far as they are already in the public domain) and that the Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.

Tenderers may disclose information relating to the procurement to their advisers and sub-contractors if:

- disclosure is for the purpose of enabling a Response to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
- the Authority gives prior consent in writing to the disclosure;
- the disclosure is made for the purpose of obtaining legal advice in relation to the procurement; or
- the Tenderer is legally required to disclose the information.

Tenderers shall not undertake any publicity activities in relation to the Bidder Pack without the prior written agreement of the Authority, including agreement on the format and content of any publicity. For example, no statements may be made to the media regarding the nature of any Response, its contents or any proposals relating to it without the prior written consent of the Authority.

Confidentiality: Inter Government Reporting

All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may disclose within Government any of the Tenderer's documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Response. The information will not be disclosed outside Government during the procurement. Tenderers consent to these terms as part of the procurement.

Confidentiality: References and third-party evaluators

When providing details of contracts as part of a Response, subject to the provisions stated in the section headed 'Freedom of Information and Environmental Information Regulations (below)'. Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.

If the consent of a third party is required before the Tenderer can provide details of other contracts, the Tenderer is responsible for obtaining such consent and the Authority will not be responsible for any failure on the part of the Tenderer to do so.

The Authority reserves the right to contact any named customer contact given as a reference or otherwise referred to as part of a Response. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

Subject to details contained within the next paragraph and those stated in the [Freedom of Information and Environmental Information Regulations \(below\)](#), the Authority will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or Contracting Authority's defined by the Regulations.

The Authority may use third parties in the course of its evaluation of Responses. The Authority may disclose information contained therein to such third parties for the purposes of the Authority's evaluation of Responses in accordance with the Bidder Pack. Tenderers acknowledge that this right shall be in addition to the provisions detailed within the [Inter Government Reporting \(above\)](#) and [Freedom of Information and Environmental Information Regulations \(below\)](#).

Freedom of Information and Environmental Information Regulations

In accordance with the obligations placed on public Authority's by the FOIA and the EIR, which provide a public right of access to information held by public bodies, the Authority may be required to disclose information submitted to it by a Tenderer.

If a Tenderer considers any information which it supplies to the Authority to be commercially sensitive or of a confidential nature, it should complete the schedule of Commercially Sensitive Information set out in the Authority's eSourcing System and:

- clearly identify any information provided as confidential or commercially sensitive;
- explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the Tenderer believes that such information will remain confidential or commercially sensitive.

If a Tenderer identifies information as being confidential and/or commercially sensitive, the Authority will endeavour to maintain the confidentiality of that information, and will, where practicable, consult with the Tenderer before information relating to that Tenderer is disclosed pursuant to a request for information under FOIA and/or EIR to establish whether an exemption from disclosure may apply.

However, even where information is identified by a Tenderer as being confidential or commercially sensitive, Tenderers acknowledge that there may be circumstances in which

the Authority may be required to disclose such information in accordance with the FOIA or the EIR (in addition to any other [transparency obligations as set out in the Inter Government Reporting above](#)). In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOIA or the EIR including whether the public interest favours disclosure or not. Accordingly, the Authority does not guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed and accepts no liability for any loss or prejudice caused by the disclosure of information.

If a Tenderer receives a request for information relating to this procurement under the FOIA or the EIR during the procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.

Disclaimers

Whilst the information in the Bidder Pack and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith the Authority does not warrant that this information is comprehensive or that it has been independently verified.

Neither the Authority nor any Involved Person or Relevant Body:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Bidder Pack or of any other written or oral communication transmitted (or otherwise made available) to any Tenderer; or
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation or any other liability which cannot lawfully be excluded) arising as a result of reliance on such information or any subsequent communication.

Any party considering entering into contractual relationships with the Authority following receipt of the Bidder Pack should make its own investigations and independent assessment of the Authority and its requirements for the goods, services and/or works and should seek its own professional financial and legal advice.

Neither the issue of the Bidder Pack nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement. Nothing in the Bidder Pack or in any other communication made between the Authority and any other party should be interpreted as constituting a contract, agreement or representation between the Authority and any other party (save for a formal award of contract made in writing) or as constituting a contract, agreement or representation that a contract shall be offered.

Canvassing

Any Tenderer which directly or indirectly canvasses any Involved Person or Relevant Body in connection with this procurement and/or Contract or which directly or indirectly obtains or attempts to obtain information from any such Involved Person or Relevant Body concerning any other Tenderer or Response will be excluded from this procurement and its Response rejected.

The Tenderer shall not make contact with any Involved Person or Relevant Body during this procurement, unless instructed otherwise by the Authority.

Conflicts of Interest

The concept of a conflict of interest includes but is not limited to any situation where an Involved Person or Relevant Body has directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure and/or affect the integrity of the contract award.

Where the Tenderer is aware of any circumstances giving rise to a conflict of interest or has any indication that a conflict of interest exists or may arise you should inform the Authority of this as soon as possible (whether before or after they have submitted a Response). Tenderers should remain alert to the possibility of conflicts of interest arising at all stages of the procurement and should update the Authority if any new circumstances or information arises, or there are any changes to information already provided to the Authority. Failure to do so, and/or to properly manage any conflicts of interest may result in a Response being rejected.

Provided that it has been carried out in an open, fair and transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Tenderer.

Changes to a Tenderers Circumstances

The Authority may:

- reject a Response if there is a subsequent change of identity, control, financial standing; criminal proceedings; or other factor which may affect the Authority's evaluation of the Response. The detailed grounds for the mandatory exclusion of Tenderers can be found [here](#).
- revisit information contained in a Response at any time to take account of subsequent changes to a Tenderer's circumstances; or
- at any point during the procurement require a Tenderer to certify there has been no material change to information submitted in its Response and in the absence of such certificate, reject the Response.

Sub-Contracting

Where the Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, all information requested in the Response should be given in respect of the prime contractor (i.e. the principal sub-contractor who is responsible for managing the delivery of the requirements and for managing other sub-contractors). When completing the qualification questions (Part 1) details of the proposed bidding model must be clearly set out, including:

- members of the supply chain;
- the percentage of work being delivered by each sub-contractor; and
- the key contract deliverables each sub-contractor will be responsible for.

The Authority recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed with the procurement process or to provide the goods, services and/or works required. If the proposed supply chain changes at any time after submission of its Response, the Tenderer must inform

the Authority immediately. The Authority reserves the right to deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Consortia

If the Tenderer completing the Response is doing so as part of a proposed consortium, the following information must be provided;

- names of all consortium members;
- the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
- if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

Please note that the Authority may require the consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the Contract, in accordance with regulation 19(6) of the Regulations.

All members of the consortium will be required to provide the information required in the Response as part of a single composite response to the Authority i.e. each member of the consortium is required to complete [Part 1 & 2 of the Supplier Standard Questionnaire](#). This also applies to Carbon Reduction Plan questions included in Part 3 of the Supplier Standard Questionnaire, for contracts over £5m per annum (excl. VAT) and subject to the PCR 2015 Regulations. This includes new frameworks agreements or dynamic purchasing systems where the anticipated value of a contract/call-off from underneath it is over £5m per annum (excl. VAT) and subject to the PCR 2015 Regulations.

If the Tenderer proposes to create a separate legal entity the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix. If the Tenderer does not propose to create a separate corporate entity it should set out in a separate annexe full details of its alternative arrangements.

The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified via the Authority's eSourcing System of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority may deselect the Tenderer prior to any award of contract, based on an assessment of the updated information.

Commercial Pricing

All prices must be submitted in £ Sterling, exclusive of VAT.

The Contract is to be awarded as a schedule of rates and payments will be made according to the deliverables stated in Section 2 (the Specification of Requirements) within the Procurement Specific Requirements part of the Bidder Pack.

The Commercial Pricing Schedule sets out the level of pricing information required for the Tender. The Authority may request a detailed breakdown of any pricing submitted as part of a Tender clarification sought by the Authority.

Notification of Award and Standstill

The Authority will notify successful and unsuccessful Tenderers in accordance with the Regulations. A 10-calendar day standstill period will take effect in accordance with [regulation 87 of the Regulations](#) before the Authority enters into the Contract.

Following a decision to award the Contract, the Authority will provide reasons for its decision in an award notification to all unsuccessful Tenderers.

Additional Compliance Checks

Tenderers should note that if they are successful with their proposal the Authority reserves the right to ask for additional evidence to support the self-declaration statements additional compliance checks prior to the award of any Contract. In the event a Tenderer fails to meet one or provide such additional evidence for the additional checks the Authority may decline to proceed with the award of the Contract to the successful bidder.

Response

Tenderers should note that the Response provided by the successful bidder will be incorporated into the Contract as a specific Annex.

Section 2: Government Transparency

Government policy is to adopt and encourage greater transparency in its commercial activity.

All UK Government organisations must, as a minimum, follow the legal requirements to publish advertised opportunities and awards on Contracts Finder as required by Public Contracts Regulations 2015.

Government has made a number of commitments in relation to transparency of public contracting data.

Publication of Commercial Opportunities and Contract Awards

The thresholds for publication are as follows:

- Central Contracting Authority's: £10,000
- Sub Central Contracting Authority's and NHS Trusts: £25,000

As this contract is for the Environment Agency, the 2nd bullet point applies.

The Public Contracts Regulations 2015 (PCRs) require UK Government organisations to ensure that when advertising a new procurement opportunity above the thresholds (detailed above), that the advert is also placed on [Contracts Finder](#). For below Regulation threshold opportunities, UK Government organisations may advertise on Contracts Finder even if they do not advertise elsewhere.

For above [Regulation threshold procurements](#), the advert must be placed on [Contracts Finder](#) in addition to the [Find a Tender](#) e-notification service.

Publication of Commercial Contract Awards

UK Government organisations must also ensure that contract awards above the thresholds set out above are published on [Contracts Finder](#). This includes awards made following a call-offs from Framework Agreements and contracts that may not have been openly advertised.

It is the responsibility of the organisation awarding the contract to publish the details of the award and a copy of the contract (with confidential information redacted) on [Contracts Finder](#) (unless alternative arrangements to publish have been agreed, for example, where an agent or Framework Agreement owner has agreed to publish the contract on behalf of the organisation).

The organisation must publish on [Contracts Finder](#) details of who has won the contract, the contract value, and (for procurements below the Find a Tender thresholds) indicate whether the winning supplier is a small and medium-sized enterprise ("SMEs") or voluntary organisation or charity. The information must be published in a reasonable time, and it is recommended that the information be published no later than 30 calendar days after the contract award date (as set out in the Timetable).

In Life Release of Information

The Transparency Principals published in March 2015, requires UK Government organisations to proactively release information during the life of the contract. It will be established at the start of a procurement exercise what information is expected that the Authority will be required to publish.

Exemptions will follow the provisions of the Freedom of Information Act, and only genuine commercially sensitive information will be withheld.

SME Reporting

The Authority requires successful suppliers to provide supply chain spend data (see Bidder Pack, Procurement Specific Requirements, Appendices) in a standard format on their direct spend with small and medium-sized enterprises (“SMEs”) and/or voluntary, community or social enterprises (“VCSEs”) in the supply chain relating to that contract.

Suppliers will be required to provide figures on (i) the value of contract revenue they subcontract out and (ii) the value that is subcontracted to SMEs or VCSEs.

Suppliers should provide reports on the above to the contracting authority in a manner and frequency reasonably specified by the contracting authority (see Bidder Pack, Procurement Specific Requirement, and Section 2: The Specification of Requirements, Appendices, Appendix 4 Terms and Conditions of Contracts).

Taking account of a supplier’s approach to payment in the procurement of major contracts

The Government understands the importance of prompt, fair and effective payment in all businesses. Being paid promptly for work done ensures businesses have a healthy cash flow.

In accordance with the Regulations, contracting authorities must include 30 calendar day payment terms in all new public sector contracts and must ensure that this payment term is passed down the supply chain.

The UK Government is committed to creating a supportive environment in which ambitious businesses can flourish. Late payment is a key issue for business, especially SMEs, as it can adversely affect their cash flow and jeopardises their ability to trade. The Government recognises that the public sector should set a strong example by paying promptly.

Central government policy on prompt payment is to pay 90% of all undisputed invoices within 5 calendar days, with the remaining undisputed invoices being paid within 30 calendar days.

Section 3: Government Priorities

National Procurement Policy Statement

Central Government policy on public procurement includes leveraging government spending to support priority national and local outcomes for the public benefit. [The National Procurement Policy Statement](#) sets out the national priorities that all contracting authorities should have regard to in their procurement where it is relevant to the subject matter of the contract, and it is proportionate to do so. As Contracting authorities, we are considering the following social value outcomes alongside any additional local priorities:

- Creating new businesses, new jobs and new skills in the UK;
- Improving supplier diversity, innovation and resilience;
- Tackling climate change and reducing waste

Sustainable Procurement

Addressing global sustainability impacts and Social Value opportunities within the Authority's contracts is core to the Authority's approach and working with its supply chain is key to achieving sustainable outcomes. In addition to supporting Defra group to meet its outcomes we look to understand and reduce negative sustainability impacts associated with our purchases and realise benefits.

The Authority encourages its suppliers to share these values, work to address negative impacts and realise opportunities, measure performance and success.

Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the Goods, Services and works procured on the Authority's behalf.

25 Year Environment Plan

Sets out goals for improving the environment and details how government will work with communities and businesses to do this.

There are 9 key topics all that have a link to risks and opportunities that can be relevant to the lifecycle impacts of our purchases and the outcomes we are seeking to achieve.

We expect our suppliers to understand where they can support the Environment Plan goals through the work, they do with Defra group directly and indirectly through their supply chain.

- Clean air
- Clean and Plentiful water
- Thriving plants and wildlife
- Reducing the risks of harm from environmental hazards
- Using Resources from nature more sustainably and efficiently
- Mitigating and adapting to climate change
- Minimising waste
- Managing Exposure to Chemicals
- Enhancing Biosecurity

Net zero Carbon

In June 2019, the UK became the first major economy in the world to pass laws to end its contribution to global warming by 2050. The Climate Change Act 2008 (2050 Target Amendment) Order 2019 amends the 2050 greenhouse gas emissions reduction target in the Climate Change Act from at least 80% to at least 100%.

The UK has a commitment to bring the greenhouse emissions in the UK to Net zero by 2050. To achieve this carbon emissions must be avoided and then reduced as far as possible, for any resulting emissions these would need to be addressed by carbon offsetting.

To achieve Net zero carbon, we must think differently about how we reach the outcomes we look to achieve including the lifecycle impacts of the Goods, Services and works we procure. We need to engage with markets and think innovatively.

Carbon Reduction Plans

Procurement Policy Note 06/21: Taking account of Carbon Reduction Plans in the procurement of major government contracts will be applied to all procurements that meet the PPN threshold and where the PCR regulations apply and where the Authority deems it is relevant and proportionate to the contract. In essence this means this applies to all procurements for contracts valued above £5 million spend per annum (excluding VAT) and for new frameworks agreements or /dynamic purchasing systems where it is anticipated that a single contract/call-off will be valued over £5 million per annum. All bidding suppliers must complete the Carbon Reduction Plan questions set out in Part 3 of the Supplier Selection Questionnaire.

Carbon Reduction Plans must meet the required standard as set out by the supporting guidance published alongside this PPN06/21 on the [Cabinet Office website](#).

Failure to provide the information required referred to in the Response, within the deadline for Responses, will result in rejection of the Response.

Some departments such as EA have corporate commitments to meet Net Zero carbon by 2030 ([see eMission 2030](#)).

Some Defra group Strategies also have Net Zero carbon commitments such as IT which has a commitment to reach Net Zero by 2025. (See Defra Group Sustainable IT Strategy, Defra group Fleet, and Defra group Property).

Supplier Code of Conduct

The overall objective of the Supplier Code of Conduct is to build trusting and open relationships between government and suppliers in order to drive improved performance throughout government supply chains. This Supplier Code of Conduct acts in a reciprocal way in respect of our suppliers and sets out the behaviours we would expect of each other. We expect our employees to treat suppliers with fairness and respect and to work jointly with suppliers to build trusting, collaborative and constructive working relationships. In return we expect suppliers to treat our employees in the same way, and to work with us to build those trusting, collaborative and constructive relationships that are focused on delivering for the public.

We expect our suppliers to communicate this Supplier Code of Conduct to employees, their parent company, subsidiaries and subcontractors; our commitment is that we will communicate it to our employees.

Modern Slavery

Government has made clear its determination to tackle modern slavery crimes, referring to them as “the greatest human rights issue of our time”. To tackle these crimes, the Modern Slavery Act 2015 was introduced, the Act consolidated and clarifies modern slavery offences, toughens penalties and prosecution, and introduces great support and protection for victims.

The Government and its Central Government Departments have committed to voluntarily publish Modern Slavery Statements setting out actions taken, and plans in place, to identify, tackle and prevent modern slavery in Government supply chains. Government published their first statement in April 2020, Central Government Departments are expected to publish their statements in September 2021.

Modern Slavery is a global problem and is thought to be prevalent in the UK and can occur in any business sector.

The Modern Slavery Helpline has been established which provides information and advice about modern slavery, it operates a 24-hour telephone reporting line and an inline reporting function through the website.

Website: modernslaveryhelpline.org
Modern Slavery Helpline 08000 121 700

The supply chain we rely on is global, as well as the risks within the UK we must understand the global risks relating to our Procurement activity. We need to work with our suppliers to map our supply chains, understand where Modern Slavery risks lie and work together to address these.

Details of any specific requirements in relation to Modern Slavery will be set out in the Bidder Pack, Specific Procurement requirements, Section 2: The Specification of Requirements and reporting requirements detailed within the Bidder Pack, Procurement Specific Requirement, and Section 2: The Specification of Requirements, Appendices, Appendix 4 Terms and Conditions of Contracts.

Questions relating to Modern Slavery are included in the Standard Selection Questionnaire.

Suppliers with high-risk supply chains may be required by the Authority to complete the Modern Slavery Assessment Tool (MSAT), updating their response regularly with any changes.

The Supplier must work pro-actively with the Authority to address actions highlighted by the MSAT report generated by the assessment to agreed timescales throughout the life of the contract.

Suppliers with high-risk supply chains may be required by the Authority to produce supply chain maps to further support transparency of the supply chain and an understanding of risks.

Social Value in the Award of Central Government Contracts

This procurement is subject to this requirement and the details will be set out in Section two of the Bidder Pack – Procurement Specific document.

The Public Services (Social Value) Act 2012 requires the Authority to consider from initial requirement and throughout the procurement life cycle, how the procurement could improve the social, economic and environmental well-being of the relevant area, with a view to securing that improvement.

Since 2018 the government has committed to extend the requirements of the Public Services (Social Value) Act 2012 in central government to ensure that all procurements above threshold will explicitly evaluate social value, where the requirements are related and proportionate to the subject-matter of the contract, this will be applied and detailed in the evaluation criteria.

Through the Goods, Services and works that we buy we need to work with our supply chain to understand the additional value that can be achieved through our Procurement and ensure benefits are measured and realised.

The Supplier will be required to demonstrate regularly details of the outcomes achieved through out the life of the contract, this may include but is not limited to:

- COVID-19 recovery – Help local communities to manage and recover from the impact of Covid-19
- Tackling economic inequality – Create new businesses new jobs and new skills and increase supply chain resilience and capacity
- Fighting climate change – Effective stewardship of the environment
- Equal opportunity – Reduce the disability employment gap and tackle workforce inequality
- Wellbeing – Improve health and wellbeing and community integration

Relating to the above Government Social Value themes are additional specific Government Policy requirements that need to be considered:

- Apprenticeships & Supporting People Back to Work

Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment.

Details of any specific requirements in relation to Apprenticeships and supporting people back to work will be set out in the Bidder Pack, Specific Procurement requirements, Section 2: The Specification of Requirements.

Specific questions relating to Apprenticeships will be included in the Standard Selection Questionnaire and where relevant to the delivery of the requirement may be included in the Invitation to Tender.

- Armed Forces Covenant

The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

The Authority encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

Guidance on the various ways you can demonstrate your support through the Armed Forces Corporate Covenant is provided via the Armed Forces Covenant website.

Website: www.armedforcescovenant.gov.uk

If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at covenant-mailbox@mod.uk, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

The details above are not a condition of working with the Authority now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, the Authority very much hopes you will want to provide your support.

Public Sector Equality Duty

When conducting procurement activities, central Government departments and their agencies must ensure that they meet their legal obligations under the Equality Act 2010 and its associated Public Sector Equality Duty (PSED) in a way that is consistent with the Government's value for money policy and relevant public procurement law.

The PSED is contained within section 149 of the Equality Act 2010. It requires those public bodies and suppliers acting on their behalf to abide by key aims, these aims include:

- Eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Act;
- Advance equality of opportunity between people who share a protected characteristic and people who do not share it; and
- Foster good relations between people who share a protected characteristic and people who do not share it.

The PSED should help to ensure that public Goods, Services and works are accessible to, inclusive of and meet the diverse needs of all users to ensure that no one group is disadvantaged in accessing them.

Accessibility requirements

As a public body, any product that is published within the public domain must comply with the accessibility legislation. Please ensure that where the end product is to be published, reference is made to the following requirement which can be found here.

<https://www.gov.uk/guidance/publishing-accessible-documents>

Anonymised recruitment

- Anonymised recruitment removes the candidate's personal details from their application. The most common items include name, age, employee number, email address, home address, nationality, and immigration details. This supports diversity in the workforce. It helps to create a more level playing field in the assessment process.
- Where procuring an opportunity that requires the provision of CVs, anonymised recruitment should be the default position.

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Bidder Pack

Procurement Specific Requirements

Ecological Services Framework 4 (EcoSF4)

Procurement Reference Number (C21744)

March 24

Version Date: June 2023 V2.0

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Section 1: The Invitation

This procurement is being carried out by Defra group Commercial in accordance with the Open Procedure as set out in the Public Contract Regulations 2015 (PCR) on behalf of the Environment Agency (EA).

The Bidder Pack comes in two parts. The first part, The Core Requirements, provides details of the General Requirements, Government Transparency Agenda and Government Priorities. This, **the second part, the Procurement Specific Requirements**, provides details of the Specification Requirements, Terms and Conditions of Contract, Evaluation Methodology, Procurement Timetable and Definitions.

The tendering process seeks to determine the Most Economically Advantageous Tender (MEAT). The Authority will evaluate Tenders using the tender evaluation criteria and weightings listed in Section 4, Evaluation Methodology.

The Opportunity

This opportunity is advertised by Defra group Commercial on behalf of the Environment Agency (EA). It will also be open for use by Defra and its Arm Length Bodies (ALBs).

The Environment Agency is responsible for working to create better places for people and wildlife and supporting sustainable development. For further information please visit <https://www.gov.uk/government/organisations/environment-agency>

The Environment Agency is looking to issue a tender for the Ecological Services (EcoSF4) Framework covering the following four Lots (see below).

For a full description of each Lot, please refer to the individual Lot specifications located in the eSourcing system.

Lot Information

Lot 1 – Specialist Macroinvertebrate Services

This Lot covers services relating to all freshwater macroinvertebrate work in both rivers and lakes, needed to cover monitoring required for international, national and local drivers, as well as local investigatory and regulatory needs.

The core services are:

- Surveys of macroinvertebrates, including field survey or sample collection.
- Macroinvertebrate species identification and sample analysis.

Non-core services include:

- Survey design.
- Data analysis and production of reports.

- Species verification.
- Specialist training in sample collection, analysis and/or identification.

Quality Assurance is an important aspect of this lot, to ensure we maintain the accuracy and precision of data.

Lot 2 – Habitat and Species (including Invasive, Non-Native Species) Surveys, Evaluation and Report Writing Services

This Lot will be used to procure ecological surveys, reports and advice for a range of activities that will enable nature recovery as envisaged under the Government's Environmental Improvement Plan (EIP) 2023. Projects will often be of an aquatic/riparian nature, including work in and adjacent to estuaries, coastal areas, rivers, lakes and wetlands. The work will contribute to EIP species abundance and extinction risk targets for a range of threatened, protected and priority species. It will also cover services relating to protected and priority habitats and natural capital assets, as well as invasive, non-native species.

Lot 2 will cover the following services:

- Habitat surveys and reports, including baseline assessments, post-project appraisal and ecological monitoring.
- Species surveys and reports, including appropriate survey design, post-project appraisal and monitoring.
- Surveys, advice and reports relating to the control of Invasive Non-Native Species (INNS).
- Advice and reports relating to mitigation and enhancement for protected species.
- Advice on matters relating to licensing and legislation for both protected species and INNS.
- Specialist training in survey design, survey techniques, mitigation and enhancement and/or interpretation of data.

Lot 3 – Geomorphology, River Restoration and Habitat Creation Services

There are multiple drivers from within Defra to seek opportunities to restore natural processes to manage, enhance and restore rivers and other habitats. This Lot will allow the Environment Agency and Natural England staff to supplement their in-house expertise around this work area, with the additional resource and expertise that external suppliers can offer. In particular, this Lot focuses upon the supply of river restoration and habitat creation expertise to inform design and feasibility studies. This includes projects that improve natural geomorphological, hydrological and ecological processes for the purposes of reducing flood risk, restoring habitats and improving the movement of fish through catchments (specific fish pass design is covered in lot 4).

This Lot will cover the following services:

- Geomorphological investigation design, including general principles for survey design, recommendations for specific surveys, and pre- and post-project appraisal.

- Desk based geomorphological assessments and reports, such as historical trend analysis, aerial photograph mapping, LiDAR mapping etc.
- Field-based geomorphological surveys, assessments and monitoring, such as fluvial audits, catchment baseline surveys, geodynamic assessment, MoRPH surveys, River Habitat Surveys (RHS), river reconnaissance, site walkovers, drone surveys etc.
- Input into the development of Natural Flood Management schemes and proposals.
- River, wetland and other habitat enhancement, restoration, creation and management.
- Development and delivery of geomorphological and working with natural processes training, and technical reference material.

Lot 4 – Fish Passage Design Services

This Lot covers the design of fish passes that prioritise the use of nature-based solutions. This will include feasibility studies, options appraisal and detailed design. The final design will offer the maximum benefit in terms of fish passage (for multiple species), ecological connectivity, morphological processes and habitat creation.

This Lot will cover the following services:

- Production of feasibility reports, options appraisals and detailed designs for fish passage.
- Collection of data to inform the fish passage design.
- Obtaining fish passage approval for the proposed fish pass design.
- Understanding of planning requirements and where required, undertake a Biodiversity Net Gain (BNG) assessment of the fish passage design.
- Understanding of and conforming to the Construction, Design and Management (CDM) Regulations and how they may apply to the design, construction and future maintenance of the fish pass.
- Conforming to the EA's Safety, Health, Environmental and Welfare (SHEW) Code of Practice and Minimum Technical Requirements (MTR).
- Be available to give fish passage design advice during the construction phase.
- Post-construction monitoring/inspections of fish passes.
- Calculate and document the carbon likely to be produced for the whole life of the project and, where possible, minimising this carbon through innovative design and material choice.

It is the Authority's intention to have a maximum of 8 suppliers per Lot.

Timetable

The timetable below is subject to change from time to time as notified by the Authority. All Tenderers will be informed via the Authority's e-Sourcing System.

Activity Ref	Activity Title	Date (Time)
1	Opportunity Notice published in Find a Tender System / Contracts Finder and Bidder Pack released	11/03/2024
2	Deadline for clarification questions	15/04/2024 12:00 noon (UK time)
3	Deadline for Responses	07/05/2024 12:00 noon (UK time)
4	Evaluation of Tender	Start 13/05/2024 End 14/06/2024
5	Moderation meetings	Between 17/06/2024 and 28/06/2024
6	Contract award notification	12/08/2024
7	Mandatory standstill period	Start 13/08/2024 End 23/08/2024
8	Contract award	Week Commencing 02/09/2024
9	Framework start date	01/10/2024
10	Service commencement date	01/10/2024
11	Framework end date	30/09/2028

All timescales are set using a 24-hour clock and when referring to "days" it means calendar days unless otherwise specified (for example, working days).

Variant Tenders

The Authority shall not accept variant Tenders.

For the avoidance of doubt, if the Authority has reserved a right to waive a requirement in this Bidder Pack and chooses to exercise such discretion, the Tender will not be considered a variant Tender.

Abnormally Low Tenders or Pricing Anomalies

If the Authority considers your Tender to appear abnormally low, an initial assessment will be undertaken using a comparative analysis of the pricing proposals received from all Tenderers [and the Authority's valuation of the procurement]. If that assessment indicates that your Tender is abnormally low the Authority will request a written explanation of your Tender, or of those parts of your Tender which the Authority considers contribute to your Tender being abnormally low. The Authority reserves the right to reject your Tender if the response does not satisfactorily account for the low level of price or costs proposed.

The assessment of abnormally low tenders will be undertaken strictly in accordance with Regulation 69 of the Public Contracts Regulations 2015, which outlines how abnormally low tenders must be assessed and the circumstances in which the contracting authority can reject the tender.

Pricing Anomalies

If in the opinion of the Authority your Tender contains any pricing anomalies (for example apparent discrepancies between the financial submission and other parts of your response) the Authority may seek clarification. If the clarification response indicates that the pricing anomaly was the result of a clear and obvious error, in the interest of fairness the resulting change will be taken into consideration. If the clarification response results in a change to the initial tendered Commercial Response and price, it will not be taken into account.

Section 2: The Specification of Requirements

The Authority's Priorities

The Environment Agency principal aims are to protect and improve the environment, and to promote sustainable development. The Environment Agency plays a central role in delivering environmental priorities and sustainable growth for the Government.

The Environment Agency's statutory fisheries duty is to maintain, protect and improve fisheries. Through the sustainable management of fish stocks and enhancing angling opportunities it aims to accrue wider social and economic benefits.

Scope

Specifications for each of the four Lots can be found on the Authority's eSourcing system.

Division of the Contract into Lots

This procurement is divided into four Lots.

Tenders may be submitted for one, for several or for all of the lots. Tenderers must make clear which Lot they are bidding for. Each Lot will be evaluated separately in accordance with the details set out in Section 4: Evaluation Methodology.

The Authority intends to award Contracts to the most economically advantageous tender/s (in accordance with Section 4: Evaluation Methodology) for each Lot. There are no limits to the number of Lots in which any one Tenderer can be awarded a Contract and if a Tenderer is successful in more than one Lot, the Authority may enter into a single Contract for all Lots awarded to that Tenderer.

Accessibility

As a public body, any product that is published within the public domain must comply with the accessibility legislation. Please ensure that where the end product is to be published, reference is made to the following requirement which can be found here.

<https://www.gov.uk/guidance/publishing-accessible-documents>

Anonymised recruitment

- Anonymised recruitment removes the candidate's personal details from their application. The most common items include name, age, employee number, email address, home address, nationality, and immigration details. This supports diversity in the workforce. It helps to create a more level playing field in the assessment process.
- Where procuring an opportunity that requires the provision of CVs, anonymised recruitment should be the default position.

Section 3: Terms and Conditions of Contract

The Terms and Conditions of Contract for this procurement are the Core Terms and associated Schedules. These are located on the Authority's e-sourcing system.

The anticipated commencement date for the Framework will be 1st October 2024 and it will continue until 30th September 2028.

Suggested Changes to Conditions of Contract

Tenderers may raise clarification questions relating to the amendment of contract terms during the clarification period only, as specified in the Timetable, if it can be demonstrated that there is a legal or statutory reason why they cannot be accepted. Where a legal or statutory reason cannot be substantiated the Authority has the right to reject the proposed changed.

Such requests must follow the Clarifications Sought by the Tenderer process set out in the Core Requirements element of this Bidder Pack.

Section 4: Evaluation Methodology

The overall aim of the evaluation process is to select the Tender (s) that are the most economically advantageous to the Authority, having regard to the Authority's overall objectives and the criteria set out below.

Evaluation of Tenders comprise of the stages set out in the table below.

The Authority will carry out its evaluations of the Technical and Commercial elements according to the criteria, sub-criteria and weightings set out in the table below:

	Section Reference	Evaluation Criteria	Question Scoring/Weighting (%)
Evaluation Stage 1	Selection Stage: Selection Questionnaire (SQ) responses submitted in response to the Contract Notice	Part 1: covers the basic information about the supplier (or organisation relied upon to meet the selection criteria in Part 3), such as the contact details, trade memberships, details of parent companies, group bidding and so on and is provided for information only.	Pass/Fail
		Part 2: covers a series of self-declarations by the supplier (or organisation relied upon to meet the selection criteria in Part 3) regarding whether or not any of the questionnaire exclusion grounds apply and will be assessed on that basis.	Pass/Fail
		Part 3: covers a series of self-declaration questions regarding whether or not the company meets the selection criteria in respect of their financial standing and technical capacity.	Pass/Fail
	Section Reference	Evaluation Criteria	Question Scoring/Weighting (%)
Evaluation Stage 2	Form of Tender	This stage is not scored but if you do not upload a complete, signed and dated Form of Tender in accordance with the instructions in the eSourcing System/accept the Form of Tender statement in the SQ your Tender will be rejected as non-compliant.	Pass/Fail

	<p>Note: Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2</p> <p>Note: Suppliers that pass Evaluation Stage 1 and 2 will be taken through to Evaluation Stage 3.</p>	

	Section Reference	Evaluation Criteria	Question Scoring/Weighting (%)
Evaluation Stage 3	Evaluation Stage: Technical	This stage will be evaluated in accordance with the criteria set out below.	Scored E01 - Staff Experience: 50% E02 - Quality Assurance: 15% E03 - Project Management: 20% E04 - Sustainability and Social Value: 15%
	The Technical evaluation will account for 65% of the total score. All responses will be scored in accordance with the detailed guidance within the Authority's e-Sourcing System (also detailed below).		
	Section Reference	Evaluation Criteria	Question Scoring/Weighting (%)
Evaluation Stage 4	Evaluation Stage: Commercial - Pricing Schedule	Prices will be evaluated in accordance with criteria set out below.	Scored
	The Commercial evaluation will account for 35% of the total score. All responses will be scored in accordance with the Commercial Evaluation criteria detailed below.		
	Section Reference	Calculation	
Evaluation Stage 5	Final score	The final score is calculated by adding the total quality weighted score with the total commercial weighted score.	
		The most economically advantageous tender (s) for each lot will be the Tender (s) with the highest final score.	

The procurement is divided into 4 lots (refer to each Lot specification located on the Authority's eSourcing system). The Authority will evaluate each lot separately and will award

a Contract for a lot to the Tenderer(s) which submits the most economically advantageous tender which will be the highest scoring Tender(s) for that lot. **It is the Authority's intention to have a maximum of 8 suppliers per Lot.** The evaluation process and weightings for each lot are detailed in this bidder pack.

Call-Off Procedure

The Authority will undertake mini competitions to place call-off contracts under the Framework agreement.

The Framework will have a direct award option allowing call-off contracts to be awarded up to the value of £50,000 without the requirement to undertake a mini-competition. However, depending on the urgency of a requirement (statutory deadline or otherwise), the Authority reserves the right to direct award above this value (maximum value will be £115,000).

The Authority will also reserve the right to introduce automation when placing requirements via the call-off process. One option being e-market place or other automation with the intention of making the call off process as efficient as possible for both the Authority and awarded suppliers on the Framework.

Selection Questionnaire - Financial standing

The Authority will review the economic information provided as part of the Selection Questionnaire response to evaluate a Tenderer's economic and financial standing. The Authority's evaluation will be based on all the information reviewed and will not be determined by a single indicator. If, based on its assessment of the information provided in a Response, the Authority decides that a Tenderer does not meet the Authority's required level of economic standing, the Authority may:

- ask for additional information, including information relating to the Tenderer's parent company, if applicable; and/or
- require a parent company guarantee, performance bond or other security.

If the Authority decides that a parent company guarantee, performance bond or other security is required, the Authority will reject a Response if the Tenderer is unable to offer a commitment to make such provision. In addition to the information provided in a Response, the Authority may, at its discretion, consult Dun & Bradstreet reports and other credit rating or equivalent reports depending on where a Tenderer is located.

The Authority's assessment of economic and financial standing will consider financial strength and risk of business failure. Financial strength is based on tangible net worth and is rated on a scale of 5A (strongest) to H (weakest) obtained from Dun & Bradstreet. There are also classifications for negative net worth and net worth undetermined (insufficient information). Financial strength will be assessed relative to the estimated annual contract value.

The Authority will also consider annual turnover. For this procurement, the Authority expects the contractor to have an annual turnover for each of its last two financial years of at least £500,000 GBP.

In the case of a joint venture or a consortium bid, the annual turnover is calculated by combining the turnover of the relevant organisations in each of the last two financial years. In addition, the annual turnover of at least one of those organisations is expected to be £250,000 GBP.

Risk of Business Failure is rated on a scale of 1 (minimal) to 4 (significant) obtained from Dun & Bradstreet. There is also a classification of insufficient information. The Authority regards a score of 4 as indicating inadequate economic and financial standing for this procurement. The Authority will also calculate and evaluate the Tenderer's:

- operating performance: growth or reductions in sales, gross profit, operating profit, profit before tax and earnings before interest, tax, depreciation, amortisation, exceptional items and profit/loss on sale of businesses;
- liquidity: net current assets, movements in cash flow from operations, working capital and quick ratios, and average collection and payments periods; and
- financial structure: gearing ratios and interest cover.

Evaluation of Responses

Evaluation of responses will be undertaken by a panel appointed by the Authority. Each panel member will first undertake an independent evaluation of the responses applying the relevant evaluation criteria for each question. Then, a moderation meeting will be held at which the evaluation panel will reach a consensus on the marking of each question.

During the consensus meeting, the decision may be taken that a response will not be carried forward to the next evaluation stage if the consensus view is that the Tenderer has failed to meet the minimum or mandatory requirements, and/or provided a non-compliant response.

Scoring Criteria for the Technical Evaluation Questions (E01 – E04)

The scoring criteria detailed below is to be used when evaluating responses to Stage 3 (technical questionnaire). A tenderer's response will be assessed against the detailed criteria provided for each question (E01 – E04) and will be assigned a Descriptor and score from the table below.

Descriptor	Score	Definition
Very good	100	Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. There are no weaknesses and therefore the tender response gives the Authority complete confidence that all the requirements will be met to a high standard.
Good	70	Addresses all the Authority's requirements with all the relevant supporting information set out in the Bidder Pack. The response contains minor weaknesses and therefore the tender response gives the Authority confidence that all the requirements will be met to a good standard.
Moderate	50	Addresses most of the requirements with most of the relevant supporting information set out in the Bidder Pack. The response contains moderate weaknesses and therefore the tender response gives the Authority confidence that most of the requirements will be met to a suitable standard.
Weak	20	Substantially addresses the requirements but not all and provides supporting information that is of limited or no relevance or a methodology containing significant weaknesses and therefore raises concerns for the Authority that the requirements may not all be met.
Unacceptable	0	No response or provides a response that gives the Authority no confidence that the requirement will be met.

Whilst we accept the inclusion of some references or links to longer documents as background evidence, the evaluation and quality scoring of your submission will be based on the main body of text only.

Where Tenderers are not intending to supply services directly and are acting solely as an Agent, replies to questions should relate to the policies and working practises of the sub-contractors delivering the service rather than the managing organisation where appropriate.

Please note there is no obligation to bid for every service within a lot, **with the exception of Lot 4, where suppliers are required to provide information for ALL of the elements in the one core service.**

If you intend to bid for more than 1 Lot, you will need to submit separate commercial and technical responses for each Lot.

If a tenderer scores a mark of 20, for any of the evaluation questions (E01 – E04), they will be eliminated from the procurement.

Technical Evaluation Questions (total weighted score for this section will be 65%)

E01 - Staff experience – 50%

The contractor is required to provide a summary detailing their skills and experience relevant to the services being tendered for.

This will include sample CVs demonstrating the level of skill, expertise, and qualifications typical of the staff (including core and supply partner/consortium members) who will be involved in the services that are being tendered for. Each CV submitted should be tailored to the services within a single Lot. **Please do not oversupply CVs at this stage.** We are NOT requesting CVs of all key personnel available as specific personnel information will be requested at Call Off stage.

The contractor will also be required to ensure that the continuing professional development of its staff is kept up to date throughout the life of the contract. Please demonstrate how staff and/or supply partner skills will be kept up to date and in line with current and relevant industry techniques and standards. Your response should detail procedures you will put in place to ensure the right people with the right skills are available to perform the services and how key staff and competencies will be managed to ensure they are available for the life of the framework.

Please ensure that:

- **The overall summary detailing the staff that will deliver the relevant services you are bidding for does not exceed 4 pages of A4.**
- **Each CV does not exceed two sides of A4, and in total no more than 8 pages of CVs per Lot.**
- **Staff CPD requirements do not exceed two sides of A4, per Lot.**

Please note that the minimum font size is Arial 12 and where more information is submitted than requested the additional information will not be considered as part of the evaluation.

Please upload your response with the filename: E01_Staff Experience

E02 - Quality Assurance – 15%

The contractor is required to ensure that all services delivered under the framework lot are of a good and consistent standard. Information shall be provided to detail how the performance

of services will be assured to ensure the technical quality and reliability of the services delivered. The response should address any quality control procedures that will be in place and their ability to indicate the quality of work received.

Where sample analysis services are provided (Lot 1), suppliers are expected to provide a summary overview of the quality assurance schemes and procedures they will follow and steps they will take if data quality issues are identified as part of their internal quality assurance scheme or by the customer organisation. Throughout the life of the framework, Lot 1 suppliers will be required to send:

- Annual internal AQC records.
- Evidence of any external audits/checks.
- Evidence/records of staff training for individuals carrying out work under this lot, whether for sample collection and/or sample analysis.

Responses to this criterion must not exceed two sides of A4, with a font size of Arial 12. Bids to provide Sample Analysis Services under Lot 1 shall be permitted to submit an additional one side of A4, with a font size of Arial 12 with their response. Where more than two sides (or 3 for Lot 1) of A4 are submitted, the additional information will not be considered as part of the evaluation.

Please upload your response with the filename: E02_Quality Assurance

E03 - Project Management – 20%

Responses should provide detail on the project management approach that will be undertaken for the delivery of projects under this framework, including how relationships and communications will be maintained with customer project managers. The response should address an appropriate project risk management strategy along with demonstrating the contractor's ability to deliver a successful project to time and budget, including a sample project plan.

A contract manager support contact should be detailed in the response along with details of a reporting and escalation process for the identification and resolution of any issues experienced throughout the delivery of the contract.

Responses to this criterion must not exceed two sides of A4, with a font size of Arial 12. Where more than two sides of A4 are submitted, the additional information will not be considered as part of the evaluation.

Please upload your response with the filename: EO3_Project Management

E04 - Sustainability and Social Value – 15%

Social Value: Social Value in the context of commercial activity is a broad term used to consider the wider/additional benefits gained by a local community from the delivery of public contracts, through better spending of public money. This can include economic, social and environment values, for example:

- Economic: Job creation, innovation and green technology or bringing investment in local communities.
- Social: Promoting fair pay, skills development, bringing communities together and promoting health safety and wellbeing.
- Environment: Educating people about, or connecting them with, their environment/environmental issues.

More guidance can be found at the following website:

Social Value Act: information and resources.

Please detail how you will embed our sustainability requirements into your work and the work delivered through your supply partners. Describe the proposals you will explore to help the organisation to deliver its sustainability requirements and ambitions, with particular reference to materials selection (whole life of resources) and carbon (embedded in materials and operational). Your response must cover the full project process from planning, delivery to completion and must make reference, but is not limited to, the following areas of our requirements;

- How you will incorporate a lifecycle approach to identify, assess and manage environmental risks.
- How you will incorporate a lifecycle approach to identify, analyse and realise any environmental opportunities.
- Ensure environmental legal compliance.
- Adopt a low carbon approach to the work that you do e.g. use of materials, travel to site and meetings etc.
- How you will help the EA/NE meet their carbon targets and incorporate low carbon design principles into your work and work delivered through your supply partners.
- How will your company help others in the community

Responses to this criterion must not exceed two sides of A4, with a font size of Arial 12. Bids under Lot 3 and 4 shall be permitted to submit an additional two sides of A4 (to address the additional sustainability concerns where design and materials selection are part of the services in the lot), with a minimum font size of 11. Where more than two sides of A4 (or four sides for Lot 3 and 4) are submitted, the additional information will not be considered as part of the evaluation.

If Laboratories (lot 1) are used for your service provision your response should also cover the following:

How will you ensure that any laboratory site or site used for testing and analysis will meet our sustainability requirements? Your response must detail:

- How you choose a supplier or site.
- What factors you consider.
- How you propose to review and monitor this.
- How you will deal with any non-compliance found.

Bids under Lot 1 which include the use of a laboratory in the provision of services are permitted to submit an additional two sides of A4, with a font size of Arial 12 with their response.

For Social Value, you should submit a maximum of two sides of A4 with a font size of Arial 12.

Please upload your response with the filename: E04_Sustainability and Social Value

Calculation Method

Technical (WT)

The scores for each tenderer will be multiplied by the relevant quality sub criteria weighting and added together. The tenderer with the highest marks will achieve the maximum score of 100, which represents the 65% available for the technical element. Every other tenderer will be given a score of between 0 – 100 based on the difference between the highest tenderer’s score using the formula below:

Tenderer’s score	x maximum available marks (i.e. 100)
<hr/>	
Highest tenderer’s score	

Commercial (WC)

Tenders are required to complete and return the Pricing Schedule/s (depending on which Lot/s Tenderers will be bidding for) by uploading the completed document/s into the commercial envelope on the Authority’s eSourcing system.

A single day rate (excluding VAT) should be proposed for each grade detailed in the relevant Pricing Schedule. The day rate will be applicable to all staff proposed to deliver services on the framework (core team, consortia and supply partners). The proposed rate will be the maximum daily rate for the grade that will be charged under the framework.

Guidance on completing the Pricing Schedule/s can be found on the “instructions” tab of each Pricing Schedule.

Price Evaluation

Each grade detailed in the Pricing Schedules ‘Rate Card’ tab will have weightings applied to reflect the perceived distribution of work across the grades. The tenderer who offers the lowest **(TOTAL RATE (WEIGHTED BY GRADE))** will achieve the top mark available for the pricing element (35%). Every other tenderer’s price will be ranked from lowest to highest and will be awarded a mark based on the difference between the lowest total rate proposed using the following formula:

Score = Lowest Total Rate x (Maximum available for this section will be 35%)

Total Rate

A day rate for each grade must be submitted. Where organisations do not offer staff for all the grades detailed in the Pricing Schedules, a rate for the member of staff that will be undertaking the work at that level should be inputted.

Example

- 1. An organisation has 1 member of staff that will undertake all work on the framework. In this instance the same day rate shall be input into all grades referenced in the Pricing Schedules.
- 2. An organisation has a number of staff at different grades, but not all grades identified in the Pricing Schedules. In this instance refer to the ‘Grade Definitions’ tab and input the day rate of the member of staff who will undertake the work at that grade.

All rate information will be reviewed and monitored throughout the life of the framework to ensure conformance to tendered price.

Discounts

Tenderers are welcome to offer discounts on tendered prices. For example, discounts could be offered on the following: for longer term call off contracts, when spend threshold are met or on the basis of successfully gaining award for multiple lots. Any discounts available should be detailed in the 'Discount' tab of the Pricing Schedules. This information will be reviewed but will not determine the award decision.

There is also an opportunity for tenderers to identify a 'job price' for certain routine services on the framework e.g. per survey or price per KM of watercourse. Any job pricing available should be detailed in 'Special Pricing' tab of the Pricing Schedules. This information will not be evaluated, but is requested for pricing following award, for example when issuing direct award call off contracts.

To increase competition, Framework suppliers will have the opportunity to offer reduced rates when quoting for specific call off contracts when the framework has been let.

Travel and Subsistence

All Travel and Subsistence should be in line with Defra's Travel and Subsistence policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate.

Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage rate	First 10,000 business miles in the tax year	Each subsequent mile
Private cars and vans – no public transport rate	45p	25p
Private cars and vans – public transport rate*	25p	25p

Private motorcycles	24p	24p
Passenger supplement**	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

*The rate where 'no public transport alternative' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** A supplementary mileage payment may be claimed when a private vehicle is used on official business and the claimant is accompanied by one or more passengers or needs to carry heavy and/or bulky official equipment. Under HMRC rules the equipment supplement is taxable.

UK Subsistence

Location	Upper Limit
London (Bed and Breakfast)	£160 per night
All other UK locations	£100 per night

Framework Operation Post Award

How the Framework Agreement will work in practice

The Framework Agreement will be with the lead supplier (of supply partners or consortium) or consortium of suppliers (where legally recognised), who will demonstrate that they have met the necessary skills required to deliver the services as set out within the Specification. All framework and contractual documents must be completed and submitted by a single lead contact.

The Environment Agency will enter into a Framework Agreement with each lead supplier selected through the PCR 2015 Regs. tendering process. The Framework Agreement is an overarching agreement governing the process by which contracting authorities (includes Defra and any of its Arm Length Bodies) can engage the selected contractor to provide services, through one or more "call-off" contracts placed under the Framework Agreement.

Use of the Framework Agreement will avoid duplication of effort in procuring these services via open tender and will enable cost savings by achieving better rates and discounts for the services provided. Any use of the selected suppliers to provide any of these services will be via a "Call-Off" Contract. The Framework Core Terms and the associated Schedules are located on the Authority's eSourcing system and will be re-issued with the award documentation.

The framework will have a Direct Award option allowing call-off contracts up to a value of £50,000 to be let without further competition/mini competition. Where there is a requirement (urgency/statutory etc) the Environment Agency (including Defra and any of its Arm Length Bodies) will be able to award above this value (maximum award level will be £115k).

When the EA or Defra (including any of its Arm Length Bodies) wishes to engage one of the framework suppliers in a requirement above the direct award threshold, it is required by the Regulations to run a further-competition or mini competition as it is often called, the process for which is detailed below.

Only suppliers who are parties to the Framework Agreement will be entitled and invited to participate in further competition requests. The EA or Defra (including any of its Arm Length Bodies) must invite all the suppliers on the framework lot that are capable of performing the proposed services to participate in the further competition.

The process to be followed in running a further competition is set out below.

Further Competition Process

A further competition process will be carried out to place a call-off contract under the framework agreement. Further competitions aim to identify a supplier within a lot who is able to offer best value for a particular requirement. The EA or Defra (including any of its Arm Length Bodies) must invite those suppliers on the framework lot that are capable of

performing the relevant services to submit a tender for the work setting a time limit for receipt of responses.

The EA or Defra (including any of its Arm Length Bodies) will then apply a series of award criteria to determine which supplier it should appoint to deliver the contract. The supplier who must be appointed is the one which receives the highest score using the applicable award criteria.

Price and quality weightings can be flexible within the following range: quality 70% - 30% and price 30% - 70%. In addition, the technical evaluation questions (including sub-criteria) may differ for each call-off, depending on the requirement.

Once the EA or Defra (including any of its Arm Length Bodies) has decided to instruct a supplier it will contract individually with that supplier. The Call-Off Contract will become binding as soon as the EA or Defra (including any of its Arm Length Bodies) and the supplier have agreed the final contract and accepted the Purchase Order.

The process will involve the following stages:

- 1) Issue of Confirmation of Instructions (Project Proposal form)
- 2 Evaluation of supplier response to Confirmation of Instruction (with possible clarifications)
- 3 Award

Issue of Confirmation of Instructions

This document will contain the EAs (or Defra's and any of its Arm Length Bodies) specific requirements of the call off contract i.e. the service required, award criteria and any specific terms and conditions. This will be issued to all suppliers on the relevant lot, unless they have deselected themselves from supply specific requirements on a Lot. This is then issued to the Lot suppliers via the Authority's eSourcing system.

Upon receipt of the Confirmation of Instructions the Supplier shall either develop a proposal in response to the requirement or indicate to the EA (or Defra's and any of its Arm Length Bodies) project manager (or contact that issued the request) that they will not be participating.

The EA (or Defra's and its Arm Length Bodies) will also reserve the right to introduce automation when placing requirements via the call-off process. One option being e-market place or other automation with the intention of making the call off process as efficient as possible for both the EA (or Defra and and of its Arm Length Bodies) and Framework suppliers.

Evaluation of supplier response to Confirmation of Instruction (with possible clarifications)

Supplier responses will be evaluated against the award criteria and weightings detailed in the Confirmation of Instructions. The evaluation of responses will focus on the call off contract specification. Selection criteria such as supplier experience or technical capability will have been assessed at Framework Level and will not be required for Call offs unless new staff are being proposed.

Award

Once the evaluation stage is complete, the call off contract can be awarded. All tenderers will be notified of the outcome with feedback available upon request.

Introducing new staff

All staff proposed in response to call off requests should be Key Personnel who have been assessed at Framework level and therefore approved to deliver services.

Where new staff are proposed in response to a call off contract, the Supplier shall provide information to justify the need for new Key Personnel to be added to the Framework, along with a personal statement demonstrating the skill and expertise of the individual(s). This will then be assessed by the Contracting Authority's Project Manager and Framework Manager. Upon notification of award of the call off contract, the awarded Supplier can consider the new Key Personnel approved to work on the framework. Bids that were unsuccessful will not have had their new Key Personnel approved to work on the framework.

Variations

Call off contracts may need to be varied from time to time. This can be due to a change of project specification or scope. Call off contracts may be varied for following reasons:

- ☐ The EA (or Defra and any of its Arm Length Bodies) project manager changes the project specification or scope.
- ☐ The EA (or Defra and any of its Arm Length Bodies) project manager does not provide something which it is to provide by the date for providing it according to the project programme.
- ☐ The EA (or Defra and any of its Arm Length Bodies) project manager instructs the Supplier to stop or not start any work or to change a key date in the programme.

Variations shall be captured within the relevant part of the Confirmation of Instructions form and will require acceptance from the EA (or Defra and any of its Arm Length Bodies) Project Manager.

Section 5: Appendices

1. Definitions

Unless the context otherwise requires, the following words and expressions used within the Bidder Pack (except for Section 3: Terms and Conditions of Contract) shall have the following meanings to be interpreted in the singular or plural as the context requires.

TERM	MEANING
“Authority”	the Environment Agency acting as part of the Crown. Will also include Defra and any of its ALBs.
“Bidder Pack”	this invitation to tender and all related documents published by the Authority and made available to Tenderers.
“Contract”	the contract (set out in Appendix B) to be entered into by the Authority and the successful Tenderer.
“EIR”	the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations.
“eSourcing system”	eSourcing system is the eSourcing system used by the Authority for conducting this procurement, which can be found at http://defra.eSourcing.solutions.co.uk
“FOIA”	the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation.
“Form of Tender”	means the form contained in Annex 2 to the Procurement Specific section of the Bidder Pack which must be signed, scanned and uploaded into the Authority’s eSourcing System by the Tenderer to indicate that it understands the Tender and accepts the various terms and conditions and other requirements of participating in the exercise.
“Information”	means the information contained in the Bidder Pack or sent with it, and any information which has been made available to the Tenderer by the Authority, its employees, agents or advisers in connection with the procurement.
“Involved Person”	means any person who is either working for, or acting on behalf of, the Authority in connection with this procurement and/or the Contract including, without limitation, any officer, employee, advisor, agent, member, partner or consultant”.
“Pricing Schedule”	the form accessed via eSourcing system in which Tenderers are required to submit their pricing information as part of a Tender.

“Regulations”	the Public Contracts Regulations 2015.
“Relevant Body	means any other organisation, body or government department that is working with or acting on behalf of the Authority in connection with this procurement and/or the Contract including, without limitation, its officers, employees, advisors, agents, members, partners or consultants.
“Response”	means the information submitted in response to the Bidder Pack via the online response forms on eSourcing system including the Tenderer’s formal Tender.
“Specification of Requirements”	the Authority’s requirements set out in Section 2 of the Bidder Pack Procurement Specific Requirements.
“Tender”	the formal offer to provide the goods or services described in section 1.1 of part 1 of the Bidder Pack and comprising the responses to the questions in eSourcing system and the Pricing Schedule.
“Tenderer”	anyone responding to the Bidder Pack and, where the context requires, includes a potential tenderer.
“Timetable”	the procurement timetable set out in Section 1 of the Bidder Pack Procurement Specific Requirements.

2. Form of Tender

The Form of Tender document is located on the Authority’s eSourcing system.

It is to be printed, signed, scanned and uploaded into the Authority’s eSourcing System as instructed within the eSourcing system.

3. Specification

Specifications for each Lot are located on the Authority’s eSourcing system.

4. Conditions of Contract

Located on the Authority’s eSourcing system.

Lot 4 – E01: Staff Experience

Introduction to the WSP-Binnies Joint Venture (JV)

We have a long history of collaboration and partnering with other EA framework suppliers to help deliver challenging programmes and projects. WSP-Binnies has worked together on the CSF Framework as an ISO-44001 accredited Joint Venture for 5 years and have recently been awarded a position on the EA's Modelling and Mapping Framework. Our willingness to work with other consultants remains core to our drive to help you achieve your programme goals. *We brought these exemplary collaborative behaviours to your Programme Delivery Unit 5 (PDU5) from 2016 to 2019, bringing a "no badge" style to the mixed working of EA & supply partners. On the live CDF we are sub-consultant to EA delivery partners, assisting them with modelling and appraisal work. On CSF we are delivering NAFRA2 in partnership with a competing delivery partner and have been recognised for sharing work and joint delivery of a high-profile programme of mapping work.* Our approach to joint working with other delivery partners is based on our passion to best achieve client objectives. Where beneficial to you, we will work collaboratively with other delivery partners, promoting a 'one team' model to deliver your objectives. **Our ISO-44001 compliant Collaborative Business Relationships Policy shows our commitment.** *Our CSF Framework Managers attend Framework Supplier Meetings, with open honest discussions on how we can collectively help deliver your programme.*

Skills- Services

Table 1: Represents how our disciplines map to your scope to provide full coverage of your requirements.

Matrix showing how our staff align with the Scope of Services as set out in the ITT Services Requirements	WSP-Binnies Lot 4 Staff Grades				
	Director	Principal	Senior	Consultant	Assistant
EA Scope of Services					
Production of reports	13	4	3	5	5
Collection of data	13	0	0	5	15
Fish passage approval	13	3	2	1	0
Planning requirements	13	3	3	5	0
Biodiversity Net Gain (BNG)	13	3	0	2	0
CDM	13	4	2	1	0
SHEWs	13	3	1	3	0
Construction phase	13	3	2	0	0
Post-construction monitoring/inspections	13	3	1	0	0
Net Zero	13	2	1	2	0

Experience - Staff that will deliver the Framework.

Our dedicated team of technical specialists and project managers have a combined total of 80 years of experience working with fish passage design, from initial prioritisation and knowledge of the catchment impact to delivery and post-monitoring solutions. By integrating our experience of catchment management and fisheries during large scale European funded projects we have learn to combine these skills. Our Functional Lead, Scott West, is an honouree Fellow of the Institute of Fisheries Management (IFM) and collectively we have a deep understanding of the importance of the free movement of fish species throughout our catchments and understand both the biological and engineering aspects equate to successful and meaningful fish passage solutions. Together, we have inputted and complied technical reports that provide accurate and meaningful information to help steer cost-beneficial solutions, refer to *case study 1*.

The team has worked on a variety of catchments and has encountered varied barriers to fish and eel passage, ranging from tidal barriers, dams, weirs, culverts, hydropower schemes and check weirs within rivers and ditch networks. All case studies show a selection of the barrier types we have worked on.

The selection of data to inform a successful solution is critical and often starts with understanding the fish passage situation on a catchment scale, our team considers the cost of the solution, the upstream habitat available, and the potential ingress of fish species to determine the most impactful solution. This approach has been adopted from years of involvement in multi-partner fish passage project such as those connected with European funding routes.

Our experience, including recent work undertaking an option assessment for eel passage at the Thames tidal barriers, leads us towards taking an innovative approach to understanding the potential impact of fish passage, often using standard data such as low-flow data and topographical surveys and where possible, deploying more pragmatic survey solutions to understand the movement of fish at certain sites.

We are experienced in considering planning needs for development proposals at the concept design stage to inform viability, cost, and program implications, and define the data needs for outline design, detailed design and delivery stages. Our experience, such as for the Pelenna Culvert (*case study 2*) in Afan, shows us that planning and permitting requirements for fish passes are dependent on the type of pass and location, especially when considering a hierarchical approach with nature-based solutions at the forefront. We have utilised planning permission applications, permitted development (PD) rights, land drainage Environmental Impact Assessment (EIA) regulations, Habitats Regulations, Water Framework Directive (WFD) Regulations, and a Flood Risk Activity Permit (FRAP) during our whole life approach to fish passage.

Our team is experienced in all stages of BNG assessment, from completing baseline UKHabs and River Condition Assessments (RCA) to supporting scheme design in delivering net gain using the statutory guidance, assisting in providing opportunities for uplift on fish passage projects. This approach will hopefully also provide landowners with additional benefit in certain situations and our dedicated stakeholder working can assist in developing this additional gain.

Our designers are fully compliant with the CDM Regulation duties. We cover the Resident Principal Designer and CDM Adviser services for the Environment Agency in three regions. Through our long-term working relationship with the Environment Agency, we are intimately familiar with the full suite of the Minimum Technical Requirements (MTRs).

WSP-Binnies has a plethora of experience in understanding fish movement and behaviour around fish barriers as well as habitat usage and flow regime. This includes Passive integrated transponders (PIT) tagging and genetic studies to inform solutions to protect at risk salmon populations in Dartmoor.

The following staff summaries overview the key people who will deliver the services detailed under Lot 4.

Name	Role(s)
Richard Horsefield	Technical Director Aquatic Ecology
Richard is the Technical Director for Aquatic Ecology at WSP and a highly experienced fish biologist with over 30 years of experience in the migratory behaviour of fish. This has given Richard a comprehensive understanding of the need for river continuity, the legislative and policy drivers and the good practice that informs fish passage design.	
Scott West	Director Natural Capital & Catchments
Scott leads Binnies Natural Capital & Catchments work stream. He is a fisheries scientist by technical career and a Fellow of the Institute of Fisheries Management (IFM). Scott has 20 years of fish passage experience, has delivered hundreds of pass-ability assessments, and has specialised in the prioritisation of barriers on a catchment scale. Scott has overseen projects from small-scale easements to large-scale technical solutions and additionally provides leadership and a project director role.	
Peter Morley	Civil Engineer
Peter is a Chartered Engineer and core member of the Flooding, Rivers and Coastal team at Binnies. Peter has 15 years' experience in the Water sector in river engineering including fish passage design, river restoration design, optioneering, appraisal, detailed design, construction support and flood risk management.	
Graham Campbell	Graham Campbell
Graham is a Chartered member of CIWEM and has 15 years' experience working in the water sector. Graham is an experienced project manager managing projects throughout their lifecycles from feasibility, consultation, formal planning, design, tendering, procurement, construction, and maintenance. Graham is proficient in developing projects from design to build including Construction Design and Management Regulations (2015) implications on design and site supervision.	

Jenny Stephenson	Aquatic Ecologist
Jenny has over 10 years' experience of working the flood sector and freshwater ecology. She has project managed ecology on large infrastructure projects, including survey co-ordination for both terrestrial and aquatic surveys as well as the preparation of consents, and client and stakeholder liaison across the lifetime of projects, including Screening and Scoping, pre-application consultation and consenting.	

Experience – Projects relevant to the services.

The following projects demonstrate our experience in delivering the services required:

Case study 1

We provided a complete design package for fish passage across four challenging sites in the Thames region where we sought to establish the core requirements of the solutions from the local Environment Agency representatives of the National Fish Pass Panel (NPPF). This advice in combination with the physical constraints of the sites led to the formation of a team with specialist expertise in fish pass design including fisheries science, engineering and installation, meaning we were able to develop bespoke solutions that ultimately achieved approval from the NFPP. The designs for the fish passes included rock ramps, brush passes, Larinier channels, landings, and resting pools as well as naturalised landscaping and planting.

Benefits Delivered – The work WSP-Binnies has delivered on River Thames Scheme (RTS) on fish pass design will contribute to the improvement of the health of the River Thames removing the major barriers to fish movement and allowing fish to move freely around the river to feed, breed and adapt to pressures such as flooding, pollution and climate change.

Relevance to Lot 4 – The fish pass design services that formed part of the RTS can be used to inform future fish pass design through the ECOSF4 framework, this will include lessons learnt through the design stage and, if applicable, construction and monitoring phases.

Case study 2

For the Pelenna Culvert fish easement, we were tasked to design a rock ramp and a set of blockstone weirs and rock pools within the channel to provide fish passage up a steep gradient to a forest road culvert outfall, with baffles in the culvert to create conditions that fish can navigate successfully. The works were completed under permitted development (PD) Rights and provide a good example of how we navigated the planning logistics of fish passage projects.

Benefits Delivered – WSP-Binnies delivered a design to enable the next stage of NRW's ambitious programme to restore modified rivers. Suzanne Hearn (NRW) said *"The most recent works on the Pelenna supports a long history of improvements in the area, and we hope that better access to spawning grounds will in time improve salmon populations locally and in the wider Afan catchment."*

Relevance to Lot 4 – Taking forward the fish pass under permitted development will allow the WSP-Binnies team to provide a lessons learnt approach to developing designs and programmes for call-off projects under Lot 4 of the ECOSF4 framework. This will provide cost and time efficiencies in delivery.

Case study 3

For the River Dunn, we provided design support during the construction of Larinier fish passes at Lockerley and Holbury. The issues addressed included clarifying design details, a revised solution for eel passage following erosion of bank before construction and reviewing river and fish pass flows and bypass channel capacity downstream of Larinier, concluding Larinier levels were appropriate, but the channel capacity needed increasing to match the design.

Benefits Delivered – WSP-Binnies and their supply chain worked to improve the connectivity between the River Dunn and the Test catchment area to allow multiple fish species to bypass the mills in the area. This has seen eel migration re-established and improvements in the riparian species in the area.

Relevance to Lot 4 – Traditionally fish passes are manufactured from steel, however, the fish pass for this project was manufactured from aluminium reducing manufacturing time. This innovative design can be replicated for call-off projects on ECOSF4 for a more sustainable design solution.

Case study 4

Our team has experience in post-construction monitoring of fish passes. For example, we reviewed post-works topographic survey data and visited sites with the landowner and Environment Agency client following the construction of a bypass channel at Wilton on the River Nadder to address reports of low

upstream water levels. We identified the primary issue and adjusted the blockstone weirs adjacent to the project main site and increased the efficiency of the solution.

[Benefits Delivered](#) – Reducing the barriers and increasing efficiency of the solutions to these barriers is vital for the health and biodiversity of our rivers. It is vitally important to monitor mitigation designs following implementation to allow for any adjustments to be made and to inform future design and implementation for similar projects.

[Relevance to Lot 4](#) – WSP- Binnies were able to identify and rectify issues associated with fish-passes post construction to ensure that the fish pass remained functional and in this case more efficient. The monitoring of the effectiveness of any design work undertaken under ECOSF4 will be important to ensure the structures allow the continuation of access to higher reaches required for vital life stages, such as spawning. This knowledge and experience of fish pass monitoring will be taken forward to the call-off projects throughout the life of the framework.

Case study 5

We visited the site of weir removal at Norton Bavant on the River Wylfe following a contractor report of a base slab upstream of the weir which had not been identified by topographic survey at the design stage to identify implications for design. Our team adapted a design solution, saving additional expenses for the site.

[Benefits Delivered](#) – Removing additional barriers to movement through innovative and outcome-oriented approaches ultimately provides significant benefit to biodiversity. This project served to increase the ability for fish species to utilise the whole watercourse.

[Relevance to Lot 4](#) – This kind of innovative and outcome-based design development will be captured through the WSP-Binnies delivery of call-off projects in Lot 4 of ECOSF4.

Continued Professional Development

Continuing professional development (CPD) includes ecology technical specialisms and wider consultancy skills, to include project and budget management, line management and cross team working that truly reflects the diversity of the WSP-Binnies team and the variety of project requirements.

All team members are expected to maintain and progress membership of their professional institute and we provide both time and financial investment to facilitate this. Over 85% of the ecology team hold professional membership and Binnies is a CIEEM Registered Practice. Of these 68% hold membership of the Chartered Institute of Ecology and Environmental Management (CIEEM) and 12% hold membership in other organisations including IEMA and the Institute of Fisheries Management (IFM). Memberships vary from associate to Fellow and our staff are encouraged to work through the process relevant to their specialist sectors. All colleagues abide by their relevant institute code of conduct which requires individuals to complete CPD to maintain and enhance their knowledge of relevant industry techniques and standards. Binnies are a Registered Landscape Practice with the Landscape Institute and a registered Ecology Practice with CIEEM. Our continuing commitment to holding these corporate accreditations demonstrates our commitment to the CPD.

Team members develop a CPD plan with their line manager, which is reviewed throughout the year and reported annually. Clear objectives are set, and technical development is supported through both structured and unstructured training. The plans are held in a central operating system. In addition to the national Learning and Development teams within WSP-Binnies, the ecology team has a Training team comprising four ecologists tasked with actively promoting CPD within the team reflecting the strong investment in training. The team receives and authorises training requests and organises training in response to strategic needs within the team to ensure that together, high technical standards are maintained.

The Ecology Teams co-ordinate regular in-house briefings and training on technical topics, which has included external presenters and presentations to a global audience, providing CPD within the global team and extended to clients via Linked In. These take the form of extended sessions, such as a recent briefing on navigating Biodiversity Net Gain delivered by our in-house specialists, and shorter 'bitesize' sessions such as our recent Habitats Regulations Assessment focus week which featured a series of short lunch-and-learn sessions. Typically, the team delivers six-seven focus weeks per year providing colleagues opportunity to share knowledge and keep up to date with current and forthcoming industry standards. Delivering in-house training of this type provides a foundation for colleagues to develop skills presenting and educating others. Training and briefings could be widened out to add value to the supply chain under EcoSF4. In addition, a number of our team are further involved with delivering training for the UK Environmental Law Association (Ursula Digby, Technical Director) and via CIEEM (Jonny Miller, Associate and Sarah Kydd, Associate). Specialists within our team are encouraged and supported, to join industry working groups progressing good practice. Members of the WSP-Binnies ecology team are part of the:

- CIEEM Inclusion and Diversity Working Group.
- CIEEM Training, Education and Careers Development Committee.
- CIEEM Advisory Forum.
- CIEEM Early Careers Specialist Interest Group.
- CIEEM Professional Standards Committee.
- CIEEM Regional Group Committees.
- IFM Training Committee and Council

In parallel to technical standards, a central database is used to record compliance with high health and safety standards. The database contains key course attendance information covering water safety training, first aid training and other specialist courses such as boat handling and confined spaces training. This enables our resource managers to quickly and accurately understand individual competency to complete certain tasks. It is particularly useful when responding to short notice requirements, giving confidence that the right people with the right skills are available to perform services.

In addition, to ensuring that our current team maintains and develops professionally, WSP-Binnies is committed to investing in early career professionals. Since 2019, we have been members of the 5% Club - a movement of employers committed to achieving 5%+ of their workforce in 'Earn and Learn' positions, including apprentices, sponsored students and those participating in a graduate programme. This provides a viable career route for those from socio-economically disadvantaged backgrounds. In 2023, we achieved Gold Membership and have exceeded the target, with over 10% of our workforce in 'earn and learn' positions, made up of 322 graduates and 285 apprentices within the UK. In March 2024, WSP UK became accredited to PAS 2080:2023 - the global BSI standard for managing carbon in buildings and infrastructure. Associated with this, we have developed a series of training materials to provide team members with wider climate awareness through WSP's Climate Accelerator Training, which aligns with the EA's Carbon Literacy Project.

Specialist training: All staff regularly engaged in work in and around watercourses are provided with specific water safety training, which is tailored to the tasks to be performed. Staff involved in types of sampling which involve wading in flowing watercourses or working from boats are provided with training which covers the safe use and maintenance of lifejackets, theoretical training, and practical self-rescue techniques in flowing water situations. With

regard river restoration disciplines, our team and JV are sponsors and followers of the River Restoration Centre (RRC), where we follow the best guidance. Our team attends relevant riverine conferences annually to ensure, knowledge is shared both in presenting papers and networking, for example the recent River Restoration Conference in Llandudno in April 2024, where we had 3 presenters across the teams. Finally, our team has access to internal subscriptions such as Earth Surface Processes and landforms journal through our extensive library of literature. The following summaries provide an overview of the key training and skills of surveyors who will deliver the services detailed under Lot 4.

Lead Surveyors	All Surveyors
Meet the criteria for All Surveyors.	Basic understanding of the survey methods being undertaken.
Working knowledge of different survey methods and when they should be applied.	Familiar with standard proforma for different types of survey
Experience of completing assessments in the field, i.e. identification of otter and water voles signs in different settings	Familiar with equipment required for the task such as pond nets and bat detectors.
Achieve 'Capable' competence in 'Surveying', 'Information Management' and 'Core Competencies' under the CIEEM competency framework.	Knowledge of biosecurity procedures and ensures that they are applied. Attended outdoor/fieldwork first aid training and a cold-water safety practical training course.
	Achieve 'Basic' competence level in: 'Surveying', 'Information Management' and 'Core Competencies' under the CIEEM competency framework.

Our commitments to attracting, training and retaining talent to support the Framework

As part of this framework, we will continue to build on this and **develop a bespoke training plan to support our ECOSF4 staff** from placement students through chartership and beyond. By taking time to identify specific training requirements, manage individual careers and provide relevant opportunities aligned to your pipeline of projects, we will develop and retain motivated and thriving staff, ready to deliver on your project objectives.

We will continue our mentoring initiatives and ensure all our staff working on the framework are offered a suitable mentor. If appointed to this framework we will make our professional membership mentoring materials available to your mentoring networks to share best practice; *as we have successfully done through our 2018-2019 WEM based 'A Year to Membership' series developed and run in partnership with EA south-east Area staff, and the more recent Breakfast Briefing series, developed and run in partnership with Thames Water staff.*

Our commitment to inclusivity is demonstrated by *WSP-Binnies Bronze accreditation with Clear Assured in recognition of our Inclusion & Diversity programme*. This accreditation acknowledges our development of a customised inclusion journey, and the development of content and programmes for our people and clients. Anna Makinen, Head of Clear Assured, said: *"WSP has consistently made progress on policies, processes and actively view their activities through an intersectional lens. By receiving audit-style reviews on topic such as accessibility, training and recruitment, WSP are moving the dial forward in their aim to exceed strategic ambitions."* We will apply the learning and successes from this journey to benefit the people and clients involved in the ECOSF4.



We firmly believe that to address the skills shortage, equality has to be at the heart of what we do. We will continue to work with CREED (**Championing Racial Equality and Ethnic Diversity**), and **CIEEM networks** to improve representation in the sector. As part of our commitment, we propose to spotlight and raise the profile of 2 team members every year, over the lifetime of the contract. For recruitment to this framework, we propose to use the anonymised CV process (currently on trial) thereby ensuring bias does not impact recruitment. *WSP were awarded 'Inclusive Employer of the Year' at the ACE Consultancy and Engineering Awards in 2021 for our work in addressing equality and diversity in the workforce.*

With regards to people who may face other barriers to employment, we will use our STEM activities to access deprived areas and bring the good practice from our work with the Titanic Schools Project in Northern Ireland to England. This project works closely with pupils in deprived areas to promote careers in engineering as well as removing perception barriers. *WSP-Binnies were awarded the NEPIC Communities and Reputation award 2022 for our work delivered in the north-east to provide work experience and charitable giving to deprived communities.* We will also use this framework as a catalyst to actively recruit from armed forces. WSP and Binnies (via the RSK Group) are accredited members of the Armed Forces Covenant.

CURRICULUM VITAE

Name	Scott West
Role Proposed for EcoSF4	Director
Qualifications, Certificates and Professional Memberships <ul style="list-style-type: none"> Fellow of the Institute of Fisheries Management Institute of Fisheries Council board member, training committee member, chair for southwest branch, national electrofishing trainer. 2009 – Diploma in Fisheries. Institute of Fisheries Management 2005 – PGCE. Plymouth University 2002 – BSc (Hons) Fisheries Science. Plymouth University 2000 – HND Fisheries Management. Sparsholt College 	
Summary of key skills possessed which are relevant for role proposed: <ul style="list-style-type: none"> 20 years' experience as a fisheries, catchment and natural capital expert working on Water / wastewater / infrastructure projects, successfully delivering many projects. Ensuring that our projects balance technical engineering-driven solutions with an understanding of environmental context, constraints, and opportunities. Determined to push for climate-positive approaches, seeking creative, sustainable yet practical and affordable solutions. Influences the direction of major projects and make a real contribution to the quality of local places, for the benefit of local people and the wider environment. <p>Our Director of Natural Capital & Catchments (NC&C) has a deep relationship with the landscape and the waterways of the UK. The aquatic environment and the pressures placed upon it have created a passion that led to pursuing a career in the environmental sector, with water and fisheries at its heart.</p> <p>With 25 years of experience in fisheries, river restoration, and catchment management Scott has built a significant network of colleagues and worked in the private, public, and charitable sectors, building a solid understanding of the environmental sector.</p> <p>In addition to technical and leadership capabilities, Scott is a passionate educator and presenter and a qualified post-16 teacher. These skills assist in communicating with a wide range of stakeholders, specialists, and non-specialists alike.</p> <p>Scott has witnessed and embraced the changes and advances in landscape-scale restoration, with nature-based solutions and ecosystem services being at the forefront.</p>	

2020 **The Bridgewater Tidal Barrier (BTB) fisheries mitigation evidence review**

Developed the baseline for fisheries habitat and population improvement on the upper Tone (Somerset) to help steer fish passage mitigation options for salmon and eel due to the installation of the BTB.

2019 **Barriers to fish passage identification and scoring, Highways England**

Designed a rapid assessment protocol for assessing fish pass ability where trunk roads bisect water courses and providing a priorities report for the client.

2019 **Original study on impacts of beaver dams on migratory salmonids**

Undertook the first work on developing a methodology for assessing the impacts of salmonid fish passage over beaver dams.

2018 **Glass eel restocking habitat suitability, European Marine and Fisheries Fund (EMFF)**

Delivered a landscape scale habitat assessment and eel population estimate on the Somerset levels as a baseline to help steer glass eel restocking targets. In conjunction with the habitat work the sea-to-wetland habitat eel routes were calculated based on the most impacting barriers, this work fed into local eel management plans.

2018 **Eel management plans an investigation into silver eel escapement, Bristol Water**

Designed and deployed the first silver eel escapement study on Blagdon Lake (Somerset) to help Bristol Water understand the impacts of their eel management commitments.

2018 **Dorset Frome restoration plan, eel passage solutions**

As part of the Dorset Frome restoration plan, expected eel routes were established based on the flow and canal spilt data, from this exercise eight structures were retro fitted with eel passage solutions.

2017 **Habitat suitability study for eels, Steart Marshes coastal flood management scheme**

Undertook the first eel assessment of the newly created managed realignment, comparing the newly created salt marsh habitat to the existing habitat in terms of fish usage. The project also looked to ground trust eel passage through the site using a low-cost innovative approach to glass eel sampling at tilting weirs.

2014 **Catchment restoration fund**

Managing and delivering a £1 million, three-year, multiple catchment restoration project in south Devon. The projects had five key elements: fish passage, habitat evaluation and improvement, land management (including offering targeted grants), stakeholder engagement, and pre and post-works monitoring. Once completed three technical fish passes were installed and six barriers were fitted with easement solutions.

2013 **Habitat Restoration works on Sydling Water, Dorset**

Initiated a river restoration project where a bypass channel was designed and installed to mitigate the impacts of a barrier while providing diverse channel characterises.

CURRICULUM VITAE

Name	Richard Horsfield, B.Sc. (Hons), MIFM
Role Proposed for EcoSF4	Specialist Consultant.
Qualifications, Certificates and Professional Memberships <ul style="list-style-type: none"> • B.Sc. (Hons) Zoology. University College of Wales, Aberystwyth. • Postgraduate Certificate in Management. Nottingham Trent University. • Fisheries Society of the British Isles. • Institute of Fisheries Management. 	
Summary of key skills possessed which are relevant for role proposed: <ul style="list-style-type: none"> • Technical Director and technical lead for aquatic ecology in WSP E&E. Richard is an experienced fish biologist with over 30 years of experience in the migratory behaviour of fish. Former roles as a Director of THA Aquatic Ltd, a Divisional Director and Aquatic Ecology lead for Jacobs Engineering UK Ltd and as a Fisheries Scientist and Ecological Appraisal Team Leader with the Environment Agency and its predecessors, have provided Richard with a comprehensive understanding of the need for river continuity, the legislative and policy drivers and the good practice that informs design. • During his career to date Richard has specialised in freshwater fisheries and the migration and behaviour of salmonids. His key interests are in fisheries engineering and the mitigation of in channel infrastructure. This includes the optioneering, preliminary design and assessment of fishways (including both nature-like and technical solutions) as well as fish screening and passage systems at water abstractions and power stations. Richard is practiced in assessment techniques that include fish counting (resistivity, optical and acoustic video counters) tagging with passive integrated transponders and acoustic and radio telemetry for which he has held a UK Home Office Personal licence and a number of Project licences, as well as the more standard techniques such as trapping, electric fishing and red counts. • Recent work has included option assessment for eel passage past tidal barriers, the design of eel passes over tilting gates (including maintenance and monitoring plans) and a review of options and preliminary design to facilitate the movement of elver and yellow eel into reservoirs. Experienced fish biologist with extensive track record in marine, TraC and Freshwater surveys. Demonstrable experience in salmonid migratory behaviour, INNS, and intake entrapment' 	

Optioneering and Concept Design of Eel Passage in to Water Resource Reservoirs – Anglian Region

Technical lead for an options review and subsequent preliminary design and costing of pumped passes to facilitate the passage of juvenile eel in to two water resource reservoirs in the Anglian region. The preliminary designs included liaison with manufactures, stakeholders (including presentation to regulators) and meetings with research bodies to discuss best available technology/techniques (BAT) that would meet with the objectives of the scheme, and subsequent preliminary design and Cost Benefit Analysis of preferred option.

Optioneering and Feasibility Study to Enhance Fish Passage over two Barriers within the R. Eden Catchment. Eden Rivers Trust

Options report to improve connectivity of river reaches for resident trout, migratory salmonids, eel and lamprey over Woodhead Weir on the R. Lyvennet and the Salmon Ladder Weir on the King Water.

Optioneering and Concept Design of Eel Passage Facilities at Twelve Head of Tide Sites Throughout East Anglia. EA.

Technical lead for an options appraisal of enhancements to improve river entry of juvenile eel at a number of tidal barriers throughout East Anglia. Barriers included pumping stations, mitred gates, tilting gates, guillotine sluices, flaps and duckbill check valves. A total of 19 options were considered within the final report with consideration of the advantages and disadvantages of each option presented to the client along

CURRICULUM VITAE



with a recommended design and schematics for each site. Options were informed by liaison with equipment manufactures and stakeholders.

Barnard Castle – R. Tees. Optioneering and Concept Design of Super-active Bottom Baffle Pass. Atkins.

Fisheries technical lead for an outline design and application to regulators for a super-active bottom baffle pass adjacent to a low flow gauging weir at Barnard Castle on the River Tees.

Preliminary Design of Super-active Bottom Baffle Fish Pass at Chapel Haddlesey Weir, R. Aire. North Yorkshire County Council, Jacobs.

Feasibility and concept design of Larinier fish pass suitable for both coarse fish and salmonids to include maintenance access, otter access, fish counter, housing for underwater cameras and adjacent bristle eel pass. Design submission to include completion, submission and successful pre-approval of fish pass designs form to Environment Agency National Fish Pass Group.

Fish Pass Design – Loddiswell Gauging Station, Jacobs.

Fisheries technical expert with remit to design a fish pass over a low flow gauging station without compromising gauging accuracy – design conformed to ISO 26906:2009 (Fish passes at flow measurement structures).

Fish Pass Feasibility Study and Concept Design, Quarry Bank Mill Weir, Styal. EA / National Trust.

Fisheries technical lead for feasibility and concept design of a three-flight bottom baffle pass adjacent study to facilitate fish passage through Quarry Bank Mill Weir, a 5m high weir within a National Trust conservation area and site of archaeological interest. The design received successful approval by the Environment Agency National Fish Pass Panel.

Design of Pool and Weir pass at Woods Mill, on the R. Adur, West Sussex. Jacobs Engineering/Environment Agency.

Fisheries technical lead to Jacobs Engineering UK Ltd undertaking design of pool and weir fish pass on the Woods Mill Stream, West Sussex and provision of consultancy services with regard river restoration for migratory salmonids at the Sussex Wildlife Trust Woods Mill nature reserve.

Review of Fish Passage through Colwick Sluice -R. Trent. Beneco Energy.

Assessment of the porosity of Colwick Sluice for upstream fish passage under a range of flows and gate management protocols.

Review of Migratory Fish Passage over a Bear Trap Gate Controlling Flow to the National Water Sports Centre, Holme Pierrepont. Beneco Energy.

Assessment of the likely efficiency of fish passage through the canoe slalom course at Holm Pierrepont, Nottingham, under a range of river flows and gate management protocols.

Fish and Eel Passage Guidance for Flood Risk Management Infrastructure. EA.

Fisheries technical specialist contributing to the development of a new guide to help flood risk management authorities and other responsible owners prevent entrainment and enable passage for fish and eels through flood risk management and land drainage structures.

Guide to Eel Screening and Exclusion for Intakes and Outfalls. EA.

Contributing author to the Good practice evidence report for eel screening to accompany the introduction of The Eel Regulations (England & Wales) 2009.

CURRICULUM VITAE

Name	Peter Morley
Role Proposed for EcoSF4	Principal

Qualifications, Certificates and Professional Memberships

- Masters, Environmental Engineering with European Studies (German), University of Southampton, 2005, Civil Engineer
- Chartered Institution of Water and Environmental Management (CIWEM) - C.WEM MCIWEM, 2019
- Engineering Council – CEng, 2019
- Institution of Civil Engineers (ICE) - GMICE (Graduate Member), 2006

Summary of key skills possessed which are relevant for role proposed:

Peter enjoys both working on detailed designs and wider scale reviews, combining excellent data analysis and communication skills.

Peters engineering experience includes optioneering, appraisal, detailed design and construction support for fish passage and river restoration works and setting out and supervision of civil engineering works on site. They have also undertaken volunteering work installing channel narrowing works as part of a river restoration design.

- 15 years' experience in the water sector, primarily in river engineering including fish passage, river restoration and flood risk management, addressing safety throughout design and on site.
- Reviewing data requirements for fish passage and specifying data gathering and survey works
- Created standard design details to minimise environmental impact e.g. a combination of finely woven jute and coarse coir mesh which proved an effective substitute for hydrocarbon-based geotextiles
- Completion of National Fish Pass Panel (NFPP) approval applications, including at early stages for initial engagement
- Effective construction support including investigating and addressing defects

2023-ongoing **Civil Engineer, DEE Life Weirs, Natural Resources Wales,**

Fish passage advice and calculation and drawing checking for concept / outline design, and early NFPP engagement, of fish passes at four weirs in the Dee catchment, including three gauging weirs.

2023-ongoing **Civil Engineer, Merthyr and Fiddlers Elbow Weirs, Natural Resources Wales**

Advised on and checked detailed design and NFPP application forms for fish passes at two sites, including noting and solving an additional challenge for fish passage at a stilling basin upstand.

2021 **Civil Engineer, South Perrott Reservoir Construction ECC, Environment Agency**

First stage of reservoir improvement works due to matters in the interests of safety (MIOS) required under Section 10(2) of the Reservoirs Act 1975. Reviewed RAMS and CPP, checked that the works undertaken on site are safe, consistent with the design, specifications including Minimum Technical Requirements and SHEWCoP, and produced site reports.

2021-2022 **Civil Engineer, WFD Physical Modifications, Natural Resources Wales**

Package of river restoration projects at six sites to enable watercourses to meet good status under WFD, including fish passes, weir removal and river remaindering. Advised on and checked the detail design for the first site, which received very positive feedback from the Client following construction. Advised on outline design for other sites including identifying key constraints.

2020 **Civil Engineer, Mereway Fish Pass, Environment Agency**

Reviewed work including identifying key limitations of modelling and appraising two different options for fish passage prior to detailed design.

2017-2018 **Civil Engineer, River Thames Fish Passes, APEM**

Detailed design lead for technical fish passes at 2 sites and appraisal of another. Project management tasks in 2017 covering package of 10 sites.

CURRICULUM VITAE

Name	Michael Wilson, B.Sc.
Role Proposed for EcoSF4	Senior Ecologist
Qualifications, Certificates and Professional Memberships <ul style="list-style-type: none"> • Bachelor of Science, University of Waterloo, 2005. • Fleming College – Heating Refrigeration, and Air Conditioning Diploma, 2019. • Construction Law, Construction Institute of Canada, 2014. • Indoor Air Quality Workshop, ACGIH, Cincinnati, OH, 2005 	
Summary of key skills possessed which are relevant for role proposed: <ul style="list-style-type: none"> • Michael Wilson is a Senior EHS Consultant with over 20 years of environmental, health and safety, training and consulting experience. He actively develops, manages and directs mould, Indoor Environmental Quality (IEQ), Designated Substance and hazardous material and industrial hygiene activities for a variety of clients for WSP in the Greater Toronto Area. • Mr. Wilson has a wide array of technical skills that is drawn upon in sophisticated and complex remedial projects for a variety of clients in the real-estate, healthcare, municipal, and manufacturing industry. His professional experience includes health and safety monitoring on construction projects, Designated Substances (asbestos, lead, silica, halocarbons, and others); decommissioning projects; the design and management of asbestos abatement and microbial identification & control; airborne contaminant issues; hazardous materials specification development & implementation; indoor air quality investigations; health safety, site monitoring for environmental contaminants, halo-carbon and other refrigerant inventories, and workplace training. • Throughout his professional consulting career, he has designed and implemented a series of client specific environmental, health and safety training programs for a variety of local, regional and national clients. Each program was designed, in conjunction with the client, to meet stated objectives and expectations. 	

2024 **Designated Substance and Hazardous Materials Consulting Services, Various Projects & Clients.**

Asbestos, Designated Substance, and Hazardous Materials Consulting Services, Canada Post Corporation. WSP is in Year 3 of a 3-year standing agreement with the Client to provide national and local Designated Substance consulting services for a wide variety of buildings owned by the Client (small renovations to demolition of existing buildings). Acting as prime liaison between WSP and the Client. Expected value \$1M.

Ministry of Transportation – Designated Substance Assessments. Worked as technical lead for three Designated Substance assessments for replacement of bridge deck structures and culverts. Project value of \$60K.

University of Toronto – Designated Substance Consulting Services ongoing since 2021. Projects include renovations to office, laboratory, and trades areas.

Confidential Real Estate Client – Designated Substance and Hazardous Materials assessment and consulting. Prime Designated Substance and Hazardous Materials Consultant on the project which involved the demolition of nine buildings in the Toronto Portland's area. We are currently at the design stage with demolition activities to begin in June 2023. Project Value \$350K.

Confidential Client - Designated Substance, Mould, and Hazardous Material Consulting Services, Greater Toronto Area, Ontario (202-2022): Acted as prime Designated Substance / Hazardous Materials Project Manager. More than 50 projects. Project Value: \$2K-\$80K.

CURRICULUM VITAE

Name	Carly Cooper
Role Proposed for EcoSF4	Technical Clerk
Qualifications, Certificates and Professional Memberships <ul style="list-style-type: none"> • Certificate, Construction, NEBOSH, 2018, United Kingdom • Institute of Occupational Safety and Health - Affiliate Member • Association of Project Safety - Associate 	
Summary of key skills possessed which are relevant for role proposed: <p>Carly joined Black & Veatch, now Binnies in 2009 as a Technical Clerk, working primarily with Dwr Cymru Welsh Water, providing technical administrative support to their team, Carly had worked closely with the Safety & Risk Team to ensure the correct documentation was in place to allow works to commence on site and had always taken a keen interest in Construction Health & Safety, In Autumn 2015 an opportunity arose to join the team and she has since undertaken the APS accredited 3 day Principal Designer course and is currently part way through completing her NEBOSH Construction Certificate.</p> <p>During her time at Black & Veatch, Carly was involved in projects for a variety of Clients in the Water Industry and Government, including Dwr Cymru Welsh Water, Environment Agency (EA) and the Royal National Lifeboat Institution (RNLI). Since the introduction of Construction Design (Management) Regulations 2015, Carly has delivered the role of principal designer/CDM consultant, as well as wider health & safety advice on behalf of her clients.</p>	

2022 CDM Advisor, Bruton Dam, South West, Environment Agency

Carly has been appointed as CDM advisor on this project, where a more detailed survey of the culverts associated with the dam are required. Carly has been tasked with reviewing the health and safety documentation and providing health and safety advice to the client.

2020 – Present Role, Culvert Inspection Programme; South West, Environment Agency

Carly undertook the role of Safety Consultant for these works. They have involved aiding the collation and completion of Pre-Construction Information, appraising Construction Phase Plans and will also entail the collation and will include completion of numerous Health & Safety Files for the associated works. In addition to this, Carly has also provided health and safety support as and when required.

2018-2019 Safety Consultant, Multiple Culvert Schemes, South West, Environment Agency

Carly undertook the role of Safety Consultant for these works. They have involved aiding the collation and completion of Pre-Construction Information, appraising Construction Phase Plans and will also entail the collation and completion of numerous Health & Safety Files for the associated works. In addition to this, Carly has also provided health and safety support as and when required.

2017 Safety Consultant, Criccieth; Wales, Royal National Lifeboat Institution

Safety Consultant - Black & Veatch. Carly undertook the role of Safety Consultant for these works at Criccieth, advising the client on suitability of key documentation and providing health and safety support as required.

2016-2017 Principal Designer/CDM Advisor, GMMC Shoal Removal Works; Greater Manchester, Merseyside and Cheshire, Environment Agency;

Carly worked on a number of shoal removal projects, including those in a confined space. Carly undertook the PD role on these projects, assisting with the clients requirements of reviewing key documentation and providing on going health & safety support throughout the lifecycle of the project. This included undertaking audits and liaising with the Principal Contractor.

CURRICULUM VITAE

Name	Alex Finlow Grad CIWEM
Role Proposed for EcoSF4	Graduate Water Scientist
Qualifications, Certificates and Professional Memberships	
<ul style="list-style-type: none"> BSc Geography (1st) The University of Birmingham 	
Summary of key skills possessed which are relevant for role proposed:	
<p>Alex has 2 years' experience within the environmental industry and has recently focused his development and knowledge on water resources and their management. He has a strong knowledge of the environmental sector, having worked for the environment agency and other environmental consultancies. His work has covered a wide range of disciplines from water management to drought analysis and freshwater ecology. He is currently working on the River Thames Scheme (RTS) with a strong focus on water quality data handling and analysis along with Water Framework Directive compliance assessments as part of this scheme. His work ensures attention is focused on maintaining sound water quality standards and the consideration of modifications and activities that could be detrimental to these standards.</p>	

2023- Ongoing **Graduate Water Resources and Groundwater Consultant, Wester Rother Catchment Resilience Project, Southern Water**

Alex performed a series of MoRPh5 and River type surveys within the Rother catchment for Southern Water. Alongside this, Alex provided a critical catchment data review to create a baseline understanding of the main issues within the Rother catchment. This review included the use of SCIMAP and other data such as LiDAR.

2023- Ongoing **Graduate Water Resources & Groundwater Consultant, Rhoswydol & Bacheiddon,**

This project forms part of the Metal (non-coal) Mine Programme (MMP) with an aim to improve water quality to meet the objectives of the Water Framework Directive. As part of the project Alex performed a baseline geomorphological walkover assessment of the mine to better understand the current geomorphological processes present within the waterbodies at the site and further assess the blow-out risk from the mines deep Adits.

2023- Ongoing **Graduate Water Resources & Groundwater Consultant, Thames Water Fish pass WFD Assessment**

Alex is currently producing four screening and scoping WFD assessments for four new fish passes proposed by Thames Water. This assessment has required liaison with the head engineer from Fishtek to establish construction and operational impacts that are anticipated as a result of the four fish passes.

2022- Ongoing **Graduate Water Resources & Groundwater Consultant, River Thames Scheme, River Thames**

Alex provided important water quality analysis to find gaps within previously monitored data to inform future water quality monitoring of both surface water and groundwater bodies within the RTS boundary. Alex also supported the production of the water quality, flow and levels Desk Based Assessment and monitoring plan for the 2023-2024 monitoring year. This involved an initial assessment of the results received to date and from this, identifying additional locations and water quality determinands for monitoring for the coming year. This will enable a detailed pre-construction baseline for water quality and flows to be established, and help inform the Environmental Statement, WFD, HRA assessments as part of the DCO application assist in the production of the water quality Desk Based Assessment. Other tasks associated with RTS include the collation and analysis of contaminated sediment samples and fluvial audit survey planning.

2022 **Environmental Monitoring Assistant, Fish survey season electrofishing, EA**

At the Environment Agency Alex was involved in the electrofishing survey season and fish rescues in the height of summer and obtained his electrofishing competency during this period. During the surveys, fish identification, measurements and recording of data was required to complete these surveys.

Lot 4 – E02: Quality Assurance

WSP-Binnies understand the critical importance of quality management and quality assurance to the EA, and that our processes provide real and measurable improvements on projects. Firstly, we will deliver all works in accordance with our comprehensive ISO accreditations and our certified Business Management System (BMS), which is also consistent with our PAS 2080:2023 certified carbon management system, APM and Prince2 methodologies. Our BMS is rigorously applied, continuously improved, and scrutinised through annual internal and external audit.



WSP-Binnies are registered with relevant Professional Organisations such as the Institute of Environmental Management and Assessment (IEMA) through its EIA Quality Mark scheme. Binnies is also a Registered Ecology Practice with Chartered Institute of Ecology and Environmental Management (CIEEM) and across the joint team support all of our personnel in their membership journeys, recognising the importance of CIEEM as a governing body and the delivery to Code of Practice that our teams adhere to.

Our Proposed Quality Management Process

WSP-Binnies maintain comprehensive Quality Procedures, which set out the expectations for both our leadership and every employee. This approach is maintained throughout our BMS and all staff receive annual training in this to ensure continued compliance. In delivering our Quality Policy through the framework, we will employ our integrated Quality Management System (QMS). We will ensure that all staff working on the Framework have been assessed to ensure skill compliancy, have a comprehensive induction and are provided with ongoing training to maintain competence and a high standard of work. This will be reflected in our delivery through the deployment of appropriately trained and experienced staff, and rigorous quality control measures ensuring that our data and deliverables under Lot 4 meet the requirements of the EA. This is evidenced by WSP's recent feedback from [Emma McSwan \(Senior Freshwater Ecologist, EA\)](#), who commented specifically on the quality of our data *"It was a huge amount of work, delivered on time, in budget and the data quality was great. Thanks to you and your team for all the hard work"*

WSP ensured project competency of our staff and supply chain on HS2 through provision of detailed inductions covering HSW, quality, systems, processes, and technology. For example, we trained our surveyors in the use of ESRI software and provided a 'Site Support team' to give them on-site 'drop-in' support. This made a huge difference to the health and personal development of our surveyors: ["Site support themselves have been thoroughly amazing! They have gone above and beyond...on other sections \[of HS2\] for other companies this has not been the case."](#) We would comprehensively manage and support the technical and project competency of our staff and supply chain using similar methods on this contract.

For each call-off project our Project Manager will use our BMS to work with the EA Project Manager to develop a Project Execution Plan (PEP). Below the PEP will sit the Project Quality Plan (PQP) which will set out the specific arrangements for quality management and align with all other key management systems, such as our PAS 2080:2023 certified Carbon Management System (CMS) – meaning clear structure, process and risk management is incorporated throughout.

The PQP will set out the project's requirements, key roles and responsibilities, and processes for carbon management, quality assurance and quality control, including audit and management of non-conformances. The Project Manager will use a suitably quality competent member staff to draft the PQP and undertake any audits. Each Project Manager is responsible for ensuring all quality standards are met, with our Framework Director, Emma Hatchett ultimately responsible for quality delivery and is our identified point of escalation lead, should be required. We are confident that our robust approach will meet EA needs and have received positive client feedback to evidence this - [Martyn Mills of EDF Energy said of our protected species surveys at Cottam and West Burton A that they are "impressed by the procedural adherence of the survey team staff and their conscientious approach to working safely. The positive attitude and willingness to engage \[...\] has been much appreciated"](#).

Formal Lessons Learned and Feedback sessions will be held by the Framework Manager and Functional Lead with the project team at the end of each call-off project. This will allow for improvements where things could have gone better and for positive outcomes to be transferred to future call-off projects.

Quality Assurance

WSP-Binnies Quality Assurance approach includes quality process auditing. We undertake regular external and internal auditing to ensure we maintain a best practice approach by following the formal feedback loops. However, our processes are flexible enough to also adapt to specific call off project needs and support collaborative working and quality improvements if required. In addition to this, WSP was audited and certified to PAS 2080:2023 in March 2024, the CMS will be applied to this framework in line with and our carbon impact will

be reported to EA to evidence and support your Net Zero commitments on a project-by-project basis. We would subject the ECOSF4 framework to internal audit at least once every twelve months with at least one external audit being undertaken within the framework period.

All project deliverables are subject to a check, review and approval process by appropriately qualified and experienced professionals that are approved on a register. Our frameworks are assigned a Technical Authority to ensure our approach is correct. This quality assurance ensures that best practice is taken into projects and the experienced staff ensure that assessment and design is proportionate and practical. It also allows us to use cost effective resource i.e. more junior staff while assuring quality. We regularly assess the competency of all our reviewers and authorisers as well as site survey staff and analysts along guidance set out within CIEEM's Competency Framework. The quality control of each call-off project will sit with the Functional Lead, as detailed on the organogram included with this submission.

Data collected as part of the ECOSF4 will be stored in a database specifically associated with the framework so that it forms a bank of data that can easily be interrogated over the course of the framework and beyond, allowing patterns to be tracked and reported on or mapped. This will also provide an ability to provide routine performance and progress tracking associated with the framework as a whole.

Supply Chain Quality Management

To provide a fully integrated service and high-quality deliverables, **we adopt common systems and processes across our supply chain**, as outlined in our BMS. We will engage members of our Approved Supplier Database identified to add value to Lot 4 on a monthly basis through our Delivery Forum which will be attended by our FM, Supply Chain Leads (SCLs) and Functional Leads. Supplier appointments will use **appropriate subcontracts with key NEC4 clauses** to allow us to effectively manage supplier delivery and commercial compliance (e.g. monthly forecasting) and provide recourse for failure to deliver. Our Project Managers (PMs) will ensure all supply chain members receive a consistent induction and are fully integrated into our delivery team. We involve them in project start-up and monthly meetings, and our PMs **manage their work in accordance with our Project Plan, Supplier Delivery Plan** and associated BMS controls. These include ongoing supplier performance monitoring, plus the 'check-review-approve-record' of all supplier deliverables to ensure they meet defined quality standards.

Performance is closely managed by our PMs through quarterly formal audits/interviews, annual performance reviews, 360° feedback, post project evaluations etc. **Exceptional performance is recognised and celebrated;** and issues are identified early on. We will **work with your PMs to provide constructive feedback and guide suppliers** on how they can improve their performance, implementing formal improvement plans & supplier staff training where required, and monitoring their implementation. If issues arise that can't be resolved at project level, these will be escalated for discussion by our FM and SCLs to resolve. In the rare event that a resolution is not possible, we will reassess their suitability as an approved supplier, and look for other suppliers to step in to avoid contract delivery impacts.

Continuous improvement

Through our many years of working together we strongly believe that our values and behaviours are fully aligned with shared objectives and principles, and we actively contribute to collaborative processes and initiatives. *We have worked collaboratively with you during the transition from CSF to find commercial solutions to ensure continuity of secondments.* We believe that through our existing established relationships we will be able to manage any issues and concerns amicably and informally within the call-off contract teams, acting as a critical friend, only escalating where necessary. By **driving a culture of psychological safety** from the outset, we will encourage our team members to speak up and raise concerns firstly to our PM and/or FM. Our PM will invite our delivery team to promptly provide them with a report in writing of any behavioural/performance issues they observe when engaging your representatives. They will then investigate the occurrence using input from our Discipline Leads where necessary, and where they believe action is warranted, they will either ask for a meeting with your PM or raise the matter in the next Progress Meeting. Where required and following informal discussions, our PM will provide you with a written summary of the event, highlight the effect of the behaviours/performance, provide suggested corrective actions, and where practicable offer to support in their implementation, such as a facilitated workshop. We fully **embrace an inclusive and open approach to resolving issues**. In the past we have offered assistance in delivering behavioural training to all parties involved in project/framework delivery, promoting the right behaviours and enhancing collaboration and trust between all parties, e.g. in response to an incident with regards to gender discrimination for site supervision. Where the issue is regarded as significant or resolution has not occurred at the call off contract level, it will be raised at the Delivery Partner Performance Review.

WSP-Binnies project management delivery model is based upon robust quality systems and practices, PAS 2080:2023 certified Carbon Management System (CMS), project management tools and effective means of communication to ensure consistent and high-quality project delivery. Our project management processes include regular monthly progress reporting against Key Performance Indicators (KPIs), detailed budget tracking and forecasts, Early Warning Notices, and Compensation Events to keep the client fully informed, engendering a 'no surprises' culture. All our processes use the Association of Project Management (APM) body of knowledge and PRINCE2 methodologies as the foundation.

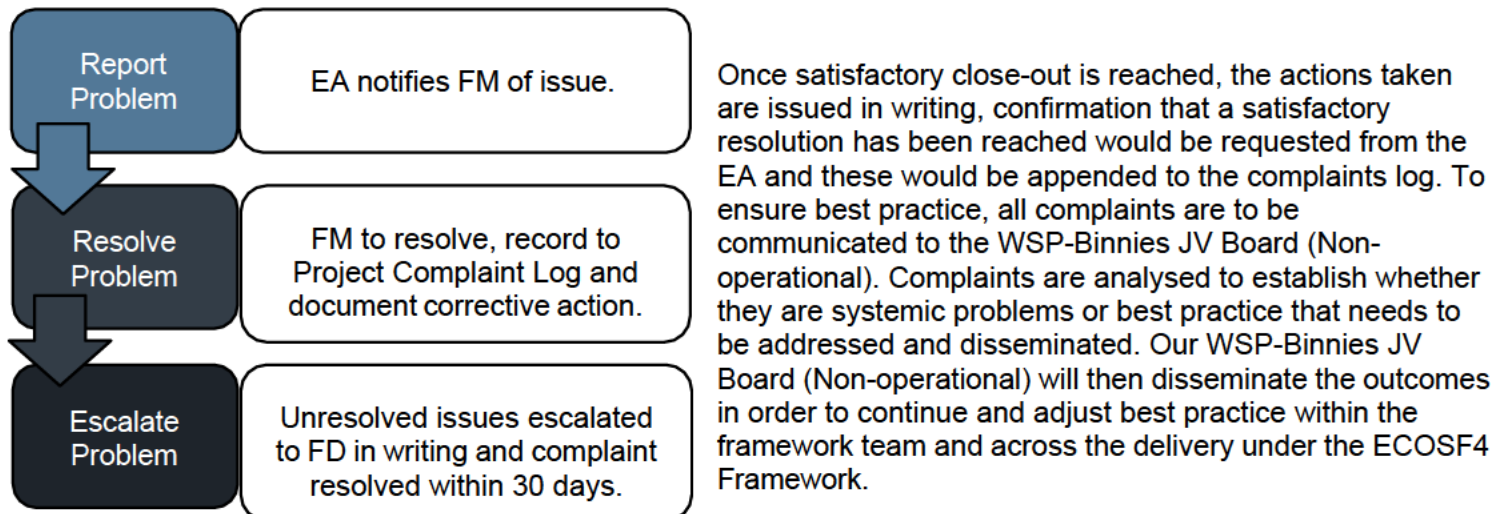
Framework Support and Client Care

As detailed on the organogram, Mike Hill will be the Framework (or Contract) Manager (FM) for this Framework. He has over 26 years' experience delivering high profile and demanding programmes of ecological work, ten of which were spent working for the Environment Agency. Mike will be supported by Emma Hatchett, Framework Director (FD), who is the Head of WSP's 250 strong ecology team in the UK. Kathryn Ellis will be the FM Support for the framework and will be responsible for overseeing project delivery and identifying and reporting any issues to Mike. Scott West will act as Functional Lead to provide specialist support to the FM and FD.

Client care is of paramount importance and is essential in maintaining quality throughout the delivery of a framework. We create and maintain positive relationships with all our customers and our teams enjoy delivering great outcomes. *"We were very happy with the service received from WSP to analyse macroinvertebrate samples. We received a quick response to our initial enquiry and were provided with a quote. Once we confirmed we wanted to proceed we again received prompt communications as to where to send the samples. All samples were analysed and data returned within the agreed timescales and to the required standard, and communication was maintained throughout. We would definitely consider using WSP for this service again in the future should the need arise"*, Rachel Brown, EA. Feedback received on EcoSF3.

Our dedicated FM, FM Support and FD will ensure that the EA remain satisfied with our service. We will meet with the EA at agreed intervals, as part of our framework governance, to discuss the quality of our approach and ensure formal feedback is received and recorded.

Our complaints procedure governed by our ISO 9001 accreditation will allow for any EA complaints to be dealt with promptly and efficiently. The process for processing complaints, once received, can be divided into the following stages:



Our approach to project management for delivering projects under this Framework.

We will form a dedicated WSP-Binnies Framework Management Team (FMT) led by the FD and FM. Our FMT will review the project brief, deliverables, risks, programme and capability required for each call-off project released under the framework to ensure the proposed project delivery team has the appropriate resources, skills and capabilities. Each call-off project team will include a Project Director (PD), Project Manager (PM) and relevant technical resources, and will be overseen by the FMT to ensure consistency in delivery and effective integration of lessons learned.

Each project will have a bespoke proposal that forms the agreement for the scope of work. Communication with the Environment Agency project team will be undertaken to (a) understand the drivers for the project and (b) the constraints that may be present (for example access, timing and programme for surveys and other issues – such as existing information, confidentiality issues, specific Health & Safety aspects, carbon impact, and overlaps with other projects, etc.). Where applicable, we will present alternative approaches for consideration that may provide benefits in terms of budget and programme.

On confirmation of our appointment, the project delivery team will be assigned to the project, as outlined in the proposal for the works. As appropriate to the scope of work, our PM will work with the EA team and stakeholders/customers to introduce the delivery team, agree the project parameters and develop and agree the project plan starting with a structured kick-off meeting. Our PM will be the main point of contact for the EA and throughout the project lifecycle, providing regular updates and progress reports, as well as identifying any constraints or issues to the EA team, nominated PD and FMT. Deliverables will be reviewed at agreed intervals and issued after going through our rigorous 2-stage quality assurance process, by appropriately qualified members of our team. We will consider formal acceptance of the deliverable by the Client team as an indication that the quality standards have been met.

An active and controlled approach to managing our project performance to achieve your requirements.

Our **FM will have overall responsibility for our compliance** with your requirements, including our supply chain. By taking an oversight of programme and forecasting, they will actively ensure good practice and seek to identify any problems before they become issues. Our FM will be supported by our call-off specific Project Managers (PM) responsible for project-based performance including delivery on time and to budget for each call-off project. Our Business Management System (BMS) provides us with a structured approach through project lifecycle-based processes, ensures defined roles and responsibilities and makes clear the training required to drive good performance. Our nominated PM and FM will maintain close links and regular communication throughout the duration of the framework. This will be through the provision of regular progress reports, early warning of any issues that may arise, informal communications (phone and e-mail) and meetings as required. Through these communications, we will seek to offer added value, through alternative solutions and advice to the assist EA project managers in delivering all objectives. We will take these key practical steps to ensure we maintain the capacity and resilience to service your requirements:

- **Monitor your work requirements:** Our FM will meet with you monthly to maintain a forecast of possible work and specialist skills required to help us plan any contributions from our supply chain with a commitment to support the EA in meeting the Government’s target of at least 33% of procurement going to SMEs.
- **Establish a pool of local and national approved suppliers:** To reduce our reliance on a single supplier and to mitigate the risk of disruption, we will identify and onboard alternative suppliers using our selection process below.
- **Maintain regular communication with our suppliers:** Supply Chain Leads form part of our Delivery Forum who will meet each month to share insight into your programme of work, using our PowerBI pipeline management tools.
- **Maintain a supply chain risk management plan:** We will establish this plan to identify any weaknesses and develop early mitigating actions. We will review this plan monthly and update it annually.
- **Conduct annual supply chain audits:** By undertaking these audits, our Delivery Forum will identify areas for continued improvements in our supply chain and allow mitigating action to be taken.

Project Risk Management Strategy

Sample Project Plan

- Project Details
 - *Overview and Scope of Works*
- Quality Management
 - *Objectives and Performance Management*
- Organisation
 - *Roles and Responsibilities*
- Resourcing and Communication
 - *Meetings and Reporting*
- Design Management
- Operational Control
 - *Change and Risk Management*
- Control of Work Delivery
- Completion and Handover

Our approach to managing risk on project delivery is based on the following foundations:

- Understanding the needs of the Environment Agency
- A robust, accredited, tried & tested BMS; compliance is mandatory on all projects which accords with ISO 9001 and includes a live Risk Register for every project.
- We ensure that the Environment Agency objectives are engrained from the outset into the project team, and achievable outcomes are agreed through the development of a Project Plan.
- We proactively review staffing resources and competencies, and recruitment to meet increased demand.
- We regularly review and monitor emerging or changing risks, performance, feedback and implementing measures for continual improvement with a structured agenda for each project (and portfolio) review meeting to ensure all the key risks identified in the Project Plan are included on each occasion.
- We ensure regular and timely communication, including early warnings and providing early sight of draft phased outputs.
- If required, we will also maintain a CDM Design Risk Management Register to control design-based risks as part of the health and safety file for the project and ensure that design eliminates, reduces, or controls the risks. This can prompt a further study which may be required such as a formal design review (FDR) or a HAZOPS study.

Lot 4 – E04: Sustainability & Social Value

WSP-Binnies collaborate with our clients, partners and empower our people to deliver safer, smarter and more sustainable solutions that improve lives, communities and the environment. Our approach to sustainability underpins everything we do. It is the driving force behind our designs and advice, our engagement with local communities and the way we run our operations to ensure we deliver the most sustainable outcome for you. We have a deep understanding of your frameworks and project processes with staff embedded in or delivering services across a range of technical roles as well as on project, framework or operational management, and have been Joint Venture (JV) partners for over 5 years. WSP-Binnies are consistently at the top of the Client Support Framework (Lot 2) supplier performance rankings. Based on client-led satisfaction scoring *we average scores of 4 or 5 (“consistent good service” or “best practice”) more than 92% of the time.* In achieving this, we have been at the league leaders in 4 of the 5 quarters scored. These scores demonstrate our ability to consistently deliver best practice including managing sustainability – *our work on your Keadby Outfall Pumping station won the ICE East Midlands Sustainability Award 2023.*

Lifecycle approach to identify, assess and manage environmental risks.

WSP-Binnies' reputation is built on helping our clients worldwide to identify, assess, manage and mitigate risk, manage and reduce impacts, and maximise opportunities related to health and safety, sustainability, climate change, energy, and the environment demonstrated through multiple awards, including the City of London's 2018 Sir Peter Parker Award for Business Leadership, and through specific project work, with the Much Wenlock Flood Alleviation Project winning in the Sustainability category of the 2018 Environment Agency Project Excellence Awards. This latter, specifically showing our understanding of the EA's priorities, as set out within *“Creating a better place: Our ambition to 2020.”* We will use our lifecycle approach to project delivery for ECOSF4 to:

- Implement plans, procedures and programs to mitigate project-related risks and environmental impacts through development of risk registers at project inception as we have done to cover risks for the Isham Bypass scheme in Northamptonshire.
- Assess and manage our environmental risks to prevent pollution and protect the environment on a project specific basis, e.g. on HS2 Phase 1 Enabling Works where Biosecurity Plans were prepared on a site specific basis.
- Communicate and engage with our clients and stakeholders on environmental protection through the use of initiatives and campaigns, including our recent support of the WIF team Challenge for Young Water Professionals recently launched in our Birmingham Mailbox office.

Lifecycle approach to identify, analyse and realise any environmental opportunities.

We collaborate with clients to manage ESG impacts and create tailored, innovative solutions that align with their goals and enhance resilience. Our comprehensive range of sustainability and ESG services are integrated into each project, resulting in improved outcomes, including cost savings, regulatory compliance, and enhanced resilience, for example where we supported Transport Scotland's Transport Asset Management Plan, we are predicting savings of £25 million over a 25 year period just from a more efficient lighting design. Our lifecycle approach to sustainability and ESG consulting leads to action and outcome-oriented solutions – connecting big-picture thinking and strategic objectives with deep technical expertise. We will use our lifecycle approach to project delivery for ECOSF4 to:

- Identify potential environmental opportunities to increase efficiencies that assist in reducing our footprint and enhancing the environment on a project specific basis.
- Communicate and engage with our clients and stakeholders on opportunities to develop initiatives for innovation in design and delivery.

We have been the most successful supplier on the EA Client Support Framework to date by providing the largest number of specialist support across the two Lots. On the National Significant Infrastructure Scheme (NSIP), River Thames Scheme (RTS), our team has ensured design solutions that are affordable, resilient, sustainable and provide a range of benefits to local communities and the environment through identification of risks and opportunities including provision of sustainable transport options alongside enhanced riverine habitat, sculpture trails and increased tree planting.

Environmental legal compliance.

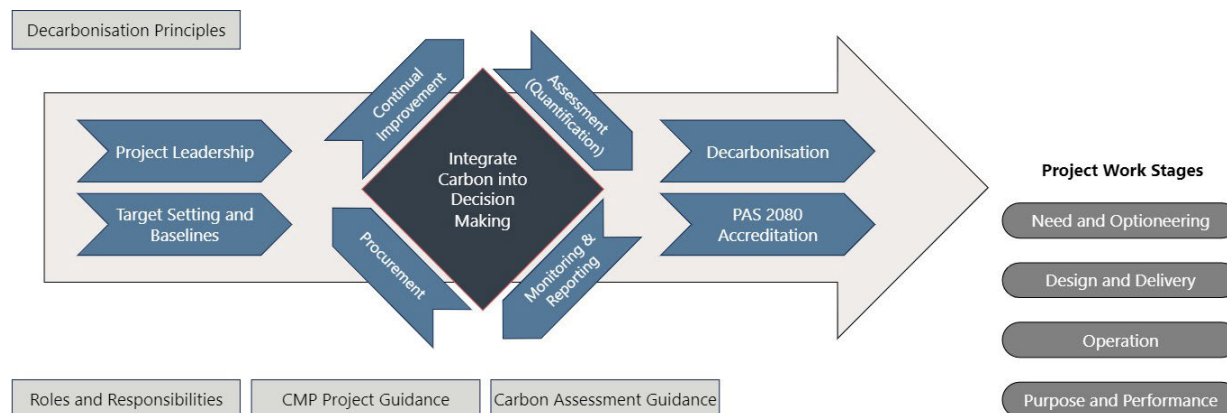
Our environmental team, of nearly 600 staff, working within the EA's Client Support Framework include experienced chartered IEMA specialists and chartered ecologists, all who are experienced in the delivery of EIAs. Their roles are embedded within the EA's National Environment Assessment and Sustainability (NEAS) Team, assessing planning applications and ensuring EA schemes (including the River Thames Scheme) are designed and taken through planning and are compliant with all required environmental legislation. This includes ensuring practical mitigation which brings local community benefits and achieving biodiversity net gain. Our approach to project delivery for ECOSF4 will:

- Set clear objectives and leading by example to raise environmental practices and standards in our industry.

- Track compliance with local, state, provincial, federal and international environmental laws and regulations.
- Promote and ensure continual improvement by identifying training need and acting on those, monitoring performance against stated objectives and targets to deliver excellence in our standards, culture and performance.
- Maintain current knowledge on changing legislation through membership of recognised professional bodies and regular Continued Professional Development and training, coordinated through our Technical Excellence Pillar.

Adopting a Low Carbon Approach

We will integrate carbon decision making into every call-off project from inception and follow this through every stage of the project for the lifetime of the Framework.



In delivery of ECOSF4 we will:

- Identify all activities that result in carbon emissions as part of the delivery of the project and reduce these where possible, e.g. meetings held via teams and using public transport where possible.
- Assess whole life carbon alongside other metrics such as water use, waste and biodiversity.
- Encourage nature-based solutions, embed circular economy principles and consider climate resilience which will drive more sustainable project outcomes.
- Collaborate to meet the EA/NE sustainability targets including Net Zero Carbon Emissions by 2030.
- Include Future Ready¹ thinking using project toolkits and checklists to support holistic thinking.

Carbon targets and low carbon design principles

We share the EA's commitment to sustainable growth, as demonstrated by our Future Ready programme, designed to embed innovation into all project life-cycle stages. We have been implementing our Future Ready approach for over 7 years and it is now a requirement on all projects, ensuring our projects are not only designed to the applicable codes today, but also ready for tomorrow's world. WSP-Binnies collaborates with our clients and partners to empower our people to deliver safer, smarter and more sustainable solutions that improve lives, communities and the environment.

Our Business Management Systems Group are responsible for maintaining systems and records as well as only engaging suppliers that support our certification against Management System standards, including PAS 2080:2023 (Carbon Management in Buildings and Infrastructure). All projects are planned and designed to minimise the negative impacts on land use and biodiversity, greenhouse gas emissions (in line with our Carbon Management System), water availability and quality, social value and climate resilience. We have joined the Science Based Targets initiative (SBTi) which adds value by providing a path to reduce carbon emissions in line with the Paris Agreement goals through a robust independent measurement, reporting and verification framework.

Working With and Helping Others in the Community

We will deliver ECOSF4 in line with our Social Value Charter including:

- Working with local micro, small and medium enterprises (SMEs) and Voluntary, Community and Social Enterprises
- Working with ethnic minority owned businesses, working with women owned businesses, and working with LGBTQ+ and Disability owned businesses.
- Providing training and expert advice for SMEs to support their growth and development.
- Adding sustainable procurement commitments into Contracts.

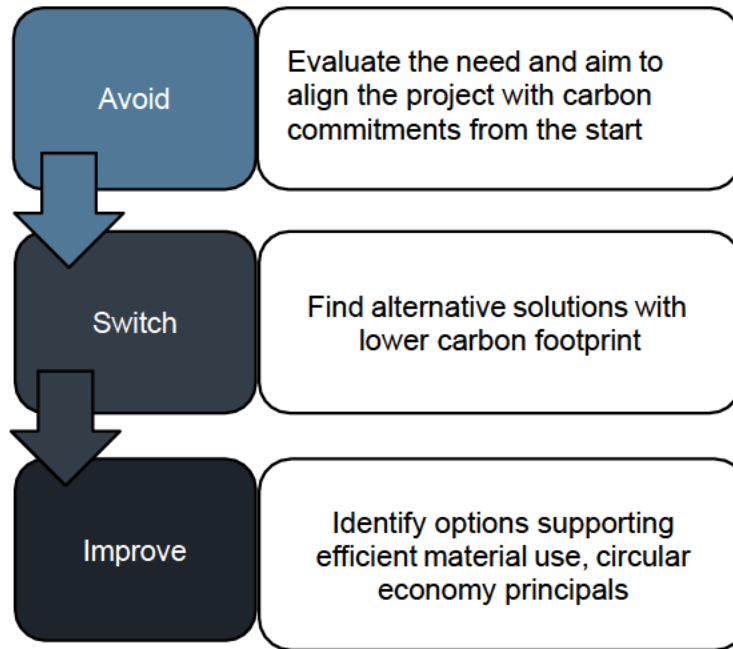
For ECOSF4, we will meet the EA target of 30% SMEs as part of our delivery supply chain.

¹ Future Ready is our global innovation and sustainability programme, which gives us a systematic way to see the future more clearly, advise of this future as well as for today and set us and our clients apart.

Sustainability In Design and Materials

WSP and Binnies are certified to PAS 2080:2023 Carbon Management in Buildings and Infrastructure. We recognise that reducing carbon impact within our designs and advice management can support and enable resource efficiency, goes in hand with material selection through taking a circular economy and a zero waste approach.

We will implement the carbon reduction hierarchy in PAS 2080 through:



We aim to make best use of existing materials, topography, thinking about what could be repurposed or adapted before thinking about building new. (Avoid/Improve). We consider nature-based solutions before resorting to heavy engineered approaches. (Avoid/Switch) and we take a 'challenge and risk' based approach (Switch). We recognise that current engineering guidance is sometimes not keeping pace with the needs of the climate emergency. In this context we will add value by taking a risk-based approach to recommending concept designs for further development. We take the carbon hierarchy approach through each stage from planning, delivery and completion, acknowledging that the biggest carbon and sustainability gains are achieved at the earliest stage. We integrate future maintenance priorities from the start and consider the framework for designing for disassembly and adaptability (BS ISO 20887) which will minimise future carbon emissions by making designs as flexible and robust as possible.

We fully recognise the importance of the Early Contractor Involvement (ECI) role whether inhouse or from the supply chain. We will ensure that the ECI is engaged early into the design process to ensure that practical low carbon solutions are identified and future maintenance activities are planned to minimise future costs, health and safety risks and carbon footprint.

As an example, our ethos for fish pass design centres around the Nature based Solution (NbS) Landscape Fit approach for a low carbon, sustainable approach. The first option is assess if the barrier to fish be removed, if not, can a naturalised fish pass channel be designed utilising existing topography to allow the site to dictate what the design should be, utilising site materials such as trees for large woody material, site won gravels for river bed-reintroduction and achieve a cut / fill balance so minimal material is exported or imported to site. Finally, in certain situations only a traditional engineered approach can be adopted, where we aspire to deliver the lowest carbon option achievable, even then, a hybrid NbS / Engineered solution is often achievable to maximise sustainability and reduce carbon. Each design is bespoke, every site is different and no 'one size fits all'. The landscape fit approach defines a design that offers a sustainable low carbon, cost effective and efficient system to treat nutrients to the required levels with confidence.

Our Approach to Materials: We recognise that manufactured materials, particularly steel and concrete have a high carbon footprint. Our approach is to consider the material use early in the project and challenge the use of these materials where possible. Where exceptionally they are required, we will minimise and optimise their use. Through our recent role chairing the Environment Agency's low carbon concrete community of practice and the current audit of carbon used in concrete across your capital programme we can bring this knowledge to the projects.

Low Carbon Approach to Our Work: We recognise that the majority of our emissions during the assessment and design phases will come from essential travel to sites and meetings. We commit to using EV vehicles wherever possible

increasingly common across our staff. We will use a range of other digital tools to add value to surveys and reduce the need for travel in some instances. For example, 360° photography, drones, 3D scanning etc., as well as remote meetings where appropriate.

We will engage with our supply chain to procure sustainably sourced products and services integral to the delivery of projects and internal operations. One of the greatest challenges is reducing Scope 3 emissions due to the embodied carbon in purchased materials. Collaborating with our supply chain partners we will promote a circular economy to support the development of a pathway towards achieving carbon reductions across our projects as well as other benefits. To enable this, we will define carbon reduction targets in subcontract specifications, involving the supply chain in low carbon initiatives, requiring the supply chain to report on carbon and using carbon footprint as part of the tender evaluation process.

Social Value

We recognise that sustainable social value commitments that leave a positive legacy will play an important role in tackling economic, environmental and equality issues and contribute to the wellbeing of communities. We are committed to delivering projects that bring positive Social Value (SV) to the communities in which we work. In the planning and delivery of this project we will work with you to ensure our SV targets are aligned with your SV priorities to:

- Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
- Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.

We have made SV commitments against each of your strategic objectives set out in EA2025 creating a better place, see table below. We will work with you to implement our proposals, as well as investigate additional themes for SV delivery.

Embedding social value in our business operations

WSP-Binnies has a track record of more than 10-years of using sustainable development principles to support the social, economic, and environmental wellbeing of the areas in which we work and the communities we represent. Our corporate strategy, policies and management systems underpin our SV commitments and frame our approach to achieving positive social performance. We have a SV Steering Group, which provides strategic leadership to continuously develop our work in this area. WSP UK is the first amongst our consultancy peers to publicly commit to an SV target – to deliver £120 million in additional SV between 2022 and 2024. This aligns with the Social Value Portal industry guidance ‘Social Value and the Professional Services Sector’, published in 2022, which cites figures above 5% as ‘aspirational targets’ for social value add in this sector.

Our 6 Social Value Themes are:

- **Jobs:** the promotion of local skills and employment.
- **Growth:** supporting the growth of regional local business.
- **Social:** healthier, safer and more resilient communities.
- **Environment:** protecting and improving our environment.
- **Innovation:** promoting social innovation.
- **Inclusion:** promoting a diverse and inclusive supply chain.

Monitoring, Measuring and Reporting our commitments to the EA.

In 2019, WSP partnered with the Social Value Portal to support us in developing a clear evidence-based framework that uses standard, relevant metrics. As Members of the SVP, we use the National Themes, Outcomes and Measures (TOMs) framework to shape our SV commitments to clients. TOMs are the industry standard for the quantitative measurement of SV and is the preferred tool for most of our public sector clients. Used alongside qualitative assessment, it helps us to identify and target the highest-impact SV activities and commitments and enables us to measure and monitor the value delivered. We have also used the TOMs framework to develop our corporate ESG reports over the last two years.

Using the Social Value Portal’s best practice measurement methodology, we have developed SV commitments with realistic and achievable outcomes. These are aligned to your strategic objectives and mapped to the National TOMs. We will apply the National TOMs framework to measure our SV impact in quantifiable terms and monitor progress to drive continuous improvement in helping you deliver your strategic vision.

Upon mobilisation of the contract, we will work with you to review our proposed SV strategy and ensure our goals and commitments are aligned with your targets. Our Framework Director, Emma Hatchett (supported by our specialist SV team), will develop and maintain a time-bound Social Value Action Plan for the ECOSF4 framework. This will identify our quantitative and qualitative SV commitments, and monitor implementation through clear actions, owners and timescales. We will deliver timely reporting by attending monthly meetings via Teams to report on our outcomes and progress on SV commitments made.

Continuous Improvement and identifying opportunities.

Where SV progress deviates from our plan, or new opportunities are identified, Emma will adjust our plans and communicate updates with you through the agreed reporting regime. Where necessary, additional staff training will be given to improve performance, knowledge or understanding to support our delivery of social value.

Below is our Social Value Action Plan, aligning your strategic objectives to TOMs industry standard measurement and reporting.

EA 5-Year Strategic Goal	TOMs Reference	Our Commitment (Actions to Deliver)	Measure
By 2025 we will have created more climate resilient places and infrastructure, by ensuring the nation is prepared for flooding, coastal change and drought	NT86 Decarbonising and Safeguarding our World. NT53 Promoting Social innovation	Volunteering time for environmental conservation & sustainable ecosystem management initiatives, e.g. beach clean ups Innovative measures to safeguard the environment and respond to the climate emergency to be delivered on the contract - these could be co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.	Number of staff volunteering hours £ invested inc. time, materials, equipment, etc.
By 2025 we will be a stronger leader on climate adaptation and resilience, encouraging others to act now on the climate emergency and invest in adaptation	NT52 Promoting Social innovation	Innovative measures to enable healthier, safer and more resilient communities to be delivered on the contract - these could be co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.	£ invested inc. time, materials, equipment, etc.
By 2025 we will be ready for bigger, more frequent incidents and will support those at risk to be more resilient	NT53 Promoting Social innovation	Innovative measures to safeguard the environment and respond to the climate emergency to be delivered on the contract - these could be co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.	£ invested inc. time, materials, equipment, etc.
By 2025 air will be cleaner and healthier	NT32 Decarbonising and Safeguarding our World	Car miles saved on the project as a result of a green transport programme or equivalent (e.g. cycle to work programmes, public transport or car pooling programmes, etc.)	Miles saved
By 2025 rivers, lakes, groundwater and coasts will have better water quality and will be better places for people and wildlife	NT85 Decarbonising and Safeguarding Our World	Resources (on the contract) dedicated to creating green spaces, improving biodiversity or helping ecosystems.	£ invested
By 2025 nature and land is better protected and enhanced	NT88 Decarbonising and Safeguarding our World	Reduce waste through reuse of products and materials on the Framework	Tonnes
By 2025 we will achieve cleaner, greener growth by supporting businesses and communities to make good choices, through our roles as a regulator, adviser and operator	NT15 Supporting Growth of Regional Business	Provision of expert business advice to VCSEs and SMEs through online lunch and learn sessions (topics appropriate to contract), use of 30% SME resource provision	Number of hours
By 2025 we will be on track to deliver our sustainable business commitments, including to be net zero by 2030	NT53 Promoting Social Innovation	Innovative measures to safeguard the environment and respond to the climate emergency to be delivered on the contract - these could be co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.	£ invested inc. time, materials, equipment, etc.

Project_C21744 - Ecological Services Framework 4 (EcoSF4)

Pricing Schedule: Guidance

Guidance

information.

1. Please fill in your Company Name in the yellow shaded box as indicated on each tab.

document into the Commercial Envelope on Atamis.

qualification for key personnel selected to provide services on the Lot. Tenderers should refer to this when compiling their teams

4. Tab 3 'Key Personnel Lot 4' Tenderers are required to detail all key personnel available to provide services and identify which activities they will be identified to undertake on the lot.

rate will be applicable to all staff proposed to deliver services on the framework (core team, consortia and supply partners). Where organisations do not offer staff for all of the grades detailed, a rate for the member of staff that will be undertaking the work shall be input. Please see the available should be detailed in this tab. This information will be reviewed but will not determine the award decision.

services on the framework e.g. per survey or price per KM of watercourse. This information will not be evaluated, but is requested for pricing following award, for example when issuing direct award

How we will evaluate

Each grade on the Rate Card has weightings applied to reflect where we envisage the majority of requirements to sit. This will produce a 'Total Rate' weighted by grade which will automatically

The Tenderer who offers the lowest TOTAL RATE (WEIGHTED BY GRADE) will achieve the

Every other bidder's price will be ranked from lowest to highest and will be awarded a mark based on the difference between the lowest total rate proposed using the following formula:

$$\text{Score} = \frac{\text{Lowest Total Rate} \times (\text{Maximum available marks})}{\text{Total Rate}}$$

Additional Information

All costs must be exclusive of VAT.

All costs must be outlined, any costs not included will not be paid by the Contracting Authority. Prices will be fixed for the 1st year of the framework agreement. For years 2,3 & 4, tenderers will be able to request an increase to their day rates based on the rate of inflation (CPI) at the time of each

Daily rates (GBP) are maximum applicable rates for the grade and allows the framework suppliers to offer further discounts when quoting for call-off contracts, which may increase competition

Daily rates are based on a 7.5 hour day. Hourly Rates may be used where required for individual call off contracts under the framework agreement but will be based on these maximum rates.

The schedule of rates which need to be completed, should only contain personnel where there is a reasonable likelihood they will be provided under this agreement (and where CVs have been

The Environment Agency reserves the right to negotiate Agreement rates and prices for call off requests issued under the Agreement.

Project_C21744 - Ecological Services Framework 4 (EcoSF4)
Pricing Schedule: Grade Definitions

Grade title	Education and experience	Likely roles and duties
Director	Extensive experience in technical and managerial aspects of work area. Full membership of CIEEM, or equivalent. Chartered Environmentalist/Ecologist. Typically over 15 years practical experience.	Extensive experience in their specialist field, in which they are nationally or internationally renowned as an expert. Extensive experience of leading or directing major, complex and business-critical projects; bringing genuine strategic insight or responsible for overall management of the company.
Principal Ecologist	Full membership of CIEEM, or equivalent. Chartered Environmentalist/Ecologist. Degree qualified. Typically has 8 years experience in relevant field	Overall responsibility for project / budget management. Will review and sign off any final written reports. Have the skills and experience to design the full range of fish pass options commonly in use in the UK, and knowledge of other techniques throughout Europe. Design complex investigations and field survey strategies. Undertake field and desk based assessments. Expert in identifying appropriate environmental mitigation and enhancement opportunities in association with fish passage solutions. Support less senior staff on complex projects. An expert on relevant environmental legislation. Lead on providing training and the production of technical material.
Senior Ecologist	Full membership of CIEEM, or equivalent. Working towards Chartership. At least degree qualified. Typically has 5 years experience in relevant field	Supervisory role. Have expert knowledge of the full range of fish pass options commonly in use in the UK, and knowledge of other techniques throughout Europe. Design standard investigations and field surveys. Undertake field and desk based assessments. Identify complex environmental mitigation and enhancement opportunities in association with fish passage solutions. Support less senior staff on the production of any written reports and compliance assessments undertaken. Competent in relevant environmental legislation. Provide training and produce technical material.
Ecologist	Associate/graduate/full membership of CIEEM, or equivalent. At least degree qualified. Typically has 3 years experience in relevant field.	Undertake desk based assessments and produce written reports. Undertake field based assessments and produce reports. Identify standard environmental mitigation and enhancement opportunities in association with fish passage solutions. Identify standard environmental mitigation and enhancement opportunities. Have a basic knowledge of relevant environmental legislation.
Assistant Ecologist	Associate/graduate/Affiliate membership of CIEEM, or equivalent. May be new to post or a recent graduate with degree in relevant subject. Expect between 0-3 years experience. Expect to be degree qualified.	Support more senior Ecologists in undertaking field based assessments and the production of written reports. Support more senior ecologists in undertaking desk based assessments and the production of written reports. Identify simple environmental mitigation and enhancement opportunities.
Specialist Consultant	Full membership of CIEEM or equivalent and working toward Chartership where relevant. Should have degrees, licenses and experience relevant to the role.	To be used for specialist personnel where their role profile doesn't fit within one of the above. Supplier will need to provide details of role, relevant Chartered / Fellow or equivalent (whichever is higher for specialism) with a high degree of skill in or knowledge of a certain subject and qualified with recognised qualifications. Qualifications would typically include graduate and postgraduate study of that specific specialism. Or nationally or internationally renowned as an expert.

Project_C21744 - Ecological Services Framework 4 (EcoSF4)
Pricing Schedule: Key Personnel

Lot 4 Fish Passage Design Services

[illegible]

Project_C21744 - Ecological Service Framework 4 (EcoSF4)
Pricing Schedule: Agreement Rates

Supplier Name:WSP-Binnies

TABLE 2: RATES BY GRADE							
Weighting	15%	25%	25%	20%	5%	10%	Total Rate Weighted By Grade
Grade	Assistant Ecologist	Ecologist	Senior Ecologist	Principal Ecologist	Director	Specialist Consultant	
Tendered Day Rates	£337.50	£412.50	£487.50	£562.50	£900.00	£675.00	
Rates weighted by Grade	50.63	103.13	121.88	112.50	45.00	67.50	500.63

Project_C21744 - Ecological Service Framework 4 (EcoSF4)
Pricing Schedule: Discounts

**Supplier
Name:**

WSP-Binnies

Within the box below, the Tenderer is requested to identify any discounts (and their conditions) that may be available for call offs made under the framework lot. For example a reduction on day rates for longer term projects, threshold discounts, discounts for award on multiple lots, or a discount for working on Environment Agency or other Authority premises.

A reduction of day rates can be discussed based on a case-by-case basis around volume, geography and skill or grade depending on the nature of each call-off contract.

Project_C21744 - Ecological Service Framework 4 (EcoSF4)
Pricing Schedule: Special Pricing

**Supplier
Name:**

WSP-Binnies

Within the box below, the Tenderer is requested to identify any special pricing (and their conditions) that may be availble for call offs made under the framework lot. For example this may be certain routine services on the framework e.g. per survey or price per KM of watercourse.

Special pricing can be discussed based on a case-by-case basis around volume, geography and skill or grade depending on the nature of each call-off contract.